



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – James C. Drayer & Melanie D. Drayer

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Wednesday, April 8th, 2026 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

+/- 25 acres and improvements; Parcel ID: 18-83C; Deed 25-0000327; PC1-10B

*** Seller is to do a lot line revision, at sellers’ expense, once property is under contract to retain approximately 2.91 acres. The approximate 2.91 acres will be added to Parcel #18-83 and be retained by seller.*

Address:

TBD Coles Knob Rd., Pilot, VA 24138

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, April 8th, 2026 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Tuesday, May 26th, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Virginia auction code: 18 VAC 25-21-120 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that “an offer” has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller’s acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.
- 21) **Other:** There is a small cemetery located on property. Refer to survey and aerial maps for location. There is a 50' right of way through property accessing National Weather Service Tower. Refer to survey and aerial maps for location.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941



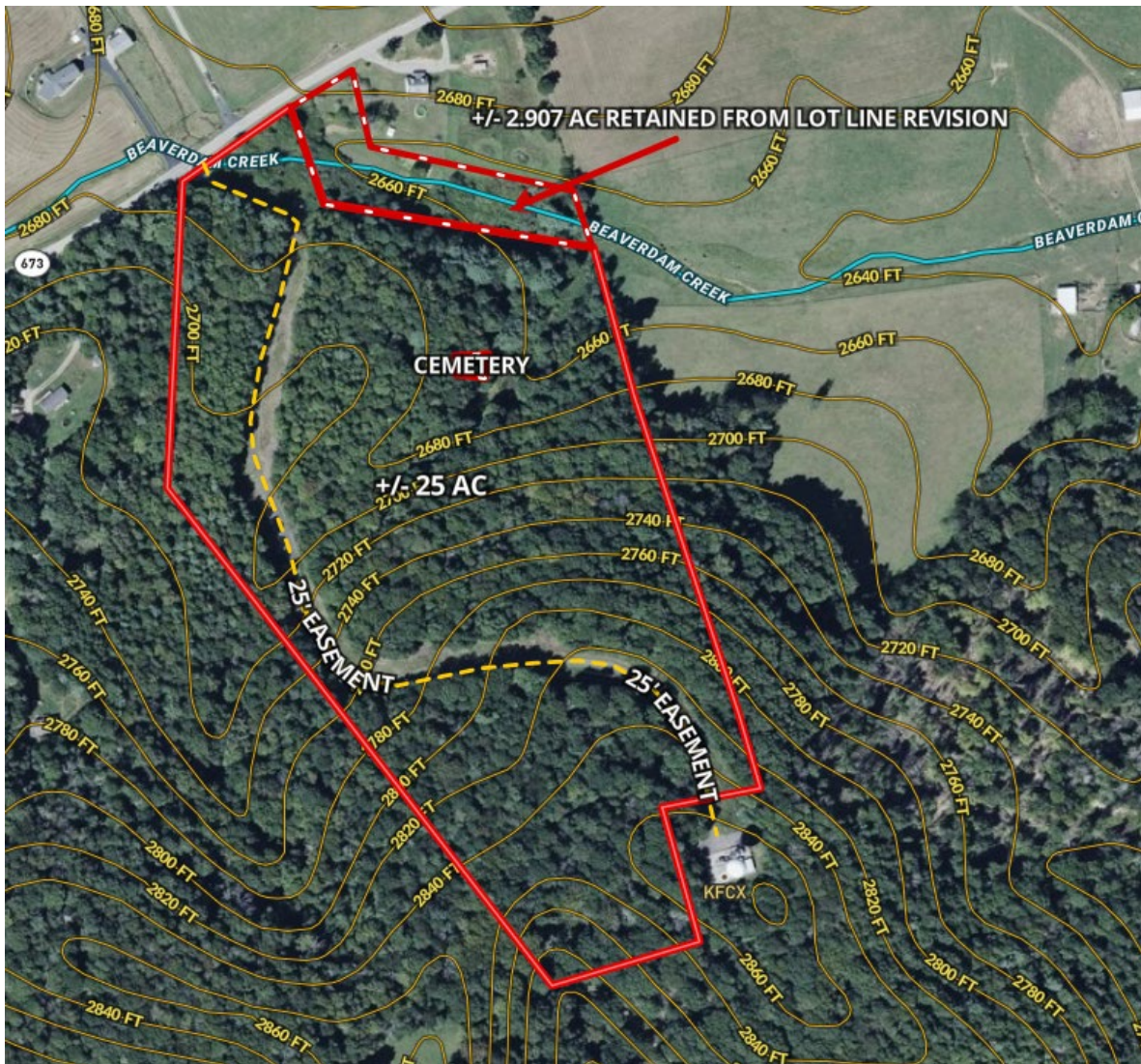
Aerial

Auction Services



**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour

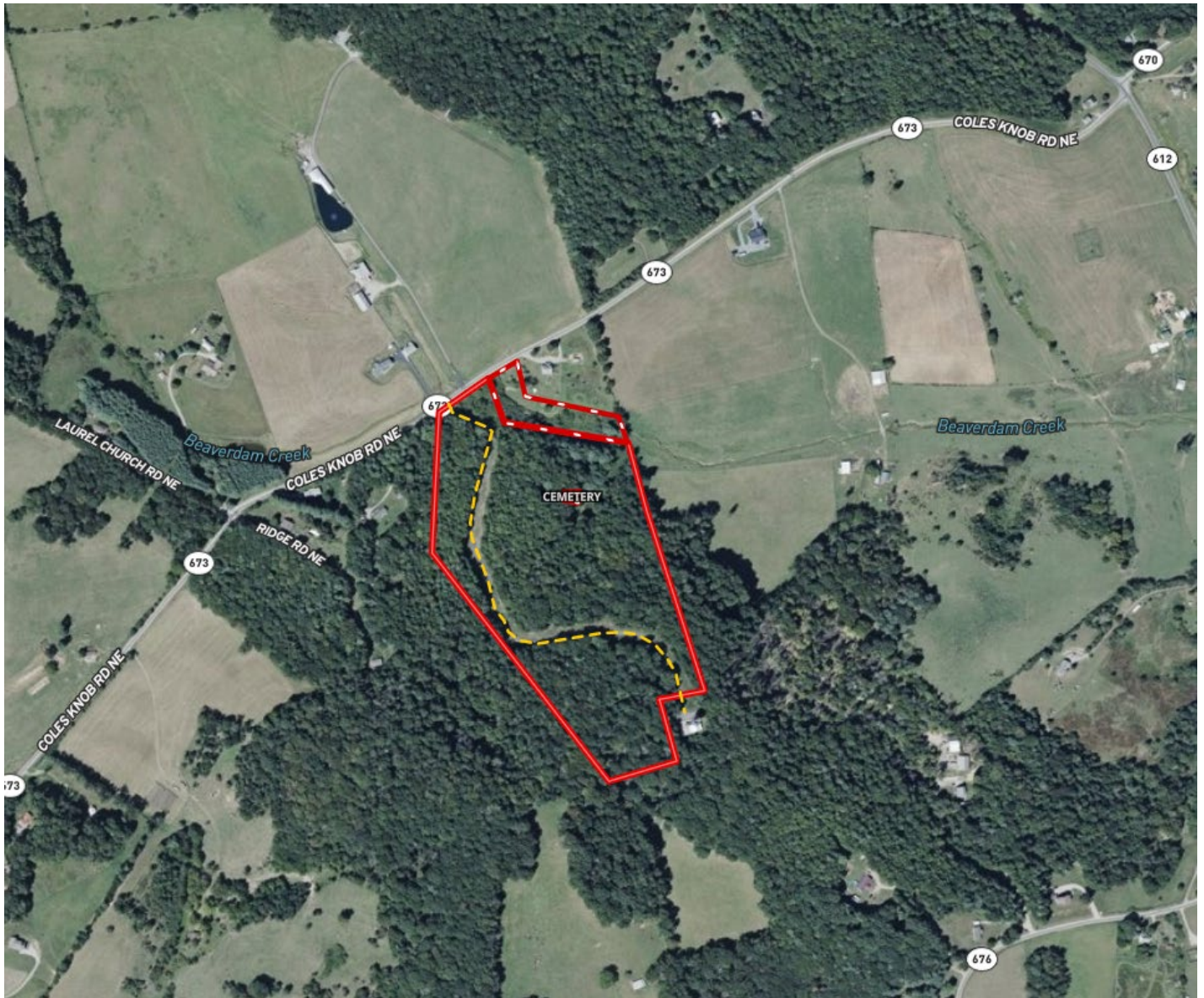


**** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries.****



Neighborhood

TBD Coles Knob Rd.
Pilot, VA 24138



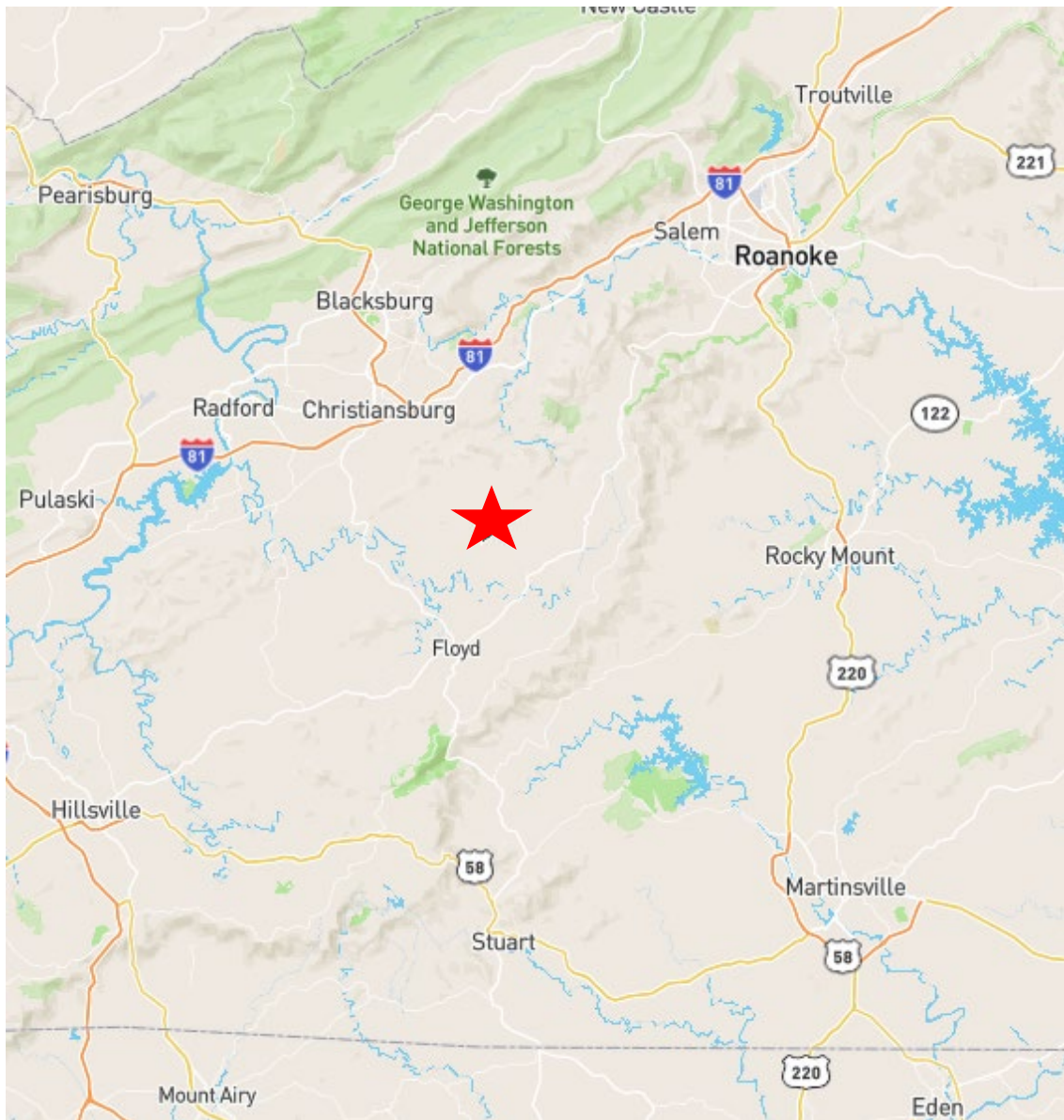


Auction Services

Location

TBD Coles Knob Rd.

Pilot, VA 24138



250 00327

Prepared By: Janet Murrell, Esquire (VSB No. 84982)
Title Insurance: Unknown to Preparer
Grantee Address: 1641 Coles Knob Road Northeast, Pilot, VA 24138
Consideration: \$95,000.00
Assessed Value: \$97,700.00

Tax Map No. 18-83C

ELI A. SCHWARTZ-GRALLA

TO: DEED OF BARGAIN AND SALE

**JAMES C. DRAYER
MELANIE D. DRAYER**

DEED OF BARGAIN AND SALE

THIS DEED OF BARGAIN AND SALE is made this 27th day of February, 2025,
by and between **ELI A. SCHWARTZ-GRALLA**, hereinafter styled Grantor, and **JAMES
C. DRAYER AND MELANIE D. DRAYER**, husband and wife, hereinafter styled
Grantees.

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other
good and valuable consideration, the receipt of which is hereby acknowledged, Grantor
does hereby grant, bargain, sell, and convey, unto Grantees, James C. Drayer and Melanie
D. Drayer, husband and wife, as **TENANTS BY THE ENTIRETY** with the right of
survivorship as at common law, in fee simple and with **GENERAL WARRANTY** and
MODERN ENGLISH COVENANTS of Title, the following described property, being and
lying in Floyd County, Virginia, to wit:

Deed to 3-5-25
Shortt & Murrell, P.C.
~ Law Firm ~
108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999

Shortt & Murrell, P.C.

~ Law Firm ~

108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999

All that certain tract or parcel of real estate lying and being in the Little River Magisterial District of Floyd County, Virginia, containing 27.907 acres, more or less, and more particularly described as follows:

BEING that parcel containing 28.55 acres, more or less, as shown on that certain plat of survey prepared by Collin E. Farmer, CLS & PE, dated March 5, 1987, recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia in Deed Book 185, page 875 (Instrument No. 870000512); however,

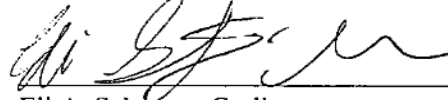
LESS AND EXCEPT that parcel containing 0.643 acre, more or less, as shown on that certain plat of survey prepared by Bruce C. Landes, CLS of Landmark Surveyors, Inc., dated January 18, 1989, revised on February 8, 1989 and July 17, 1989, Job No. 3000, recoded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Plat Cabinet 1, Slide 138, which was conveyed to the United States of America by Deed dated February 20, 1990, by Deed from Peter B. Tyree and Laurel W. Tyree, recorded in the aforesaid Clerk's Office in Deed Book 172, page 172 (Instrument No. 900000265); and

BEING the same property conveyed to Eli A. Schwartz-Gralla from Peter B. Tyree and Laurel W. Tyree by Deed dated April 27, 2022, recorded in the aforesaid Clerk's Office as Instrument No. 220001029.

Grantor RESERVES the right to enter the property herein conveyed to remove rocks from a rock pile located on the west or south/west side of the road through June 30, 2025.

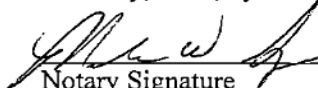
This conveyance is made expressly subject to any other covenants, conditions, restrictions, easements, and rights of way of record.

WITNESS the following signature and seal:


Eli A. Schwartz-Gralla

COMMONWEALTH OF VIRGINIA
COUNTY OF FLOYD

The foregoing instrument was subscribed and sworn before me this 27th day of February, 2025, by Eli A. Schwartz-Gralla.


Notary Signature
Title or Rank
Serial Number

Notary's Registration Number: 229267

My Commission Expires: 3/31/21



Shortt & Murrell, P.C.
~ Law Firm ~
108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999

Nota Bene: This deed was prepared without the benefit of a current title examination.

INSTRUMENT 250000327
RECORDED IN THE CLERK'S OFFICE OF
FLOYD CIRCUIT COURT ON
MARCH 5, 2025 AT 11:45 AM
\$98.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$49.00 LOCAL: \$49.00
RHONDA T. VAUGHN, CLERK
RECORDED BY: AGC

25' Easement

900000 265

Deed Book 172
Page 173

PETER B. TYREE, ET UX
TO: EASEMENT DEED 265
UNITED STATES OF AMERICA

90 This INDENTURE, Made this 20th day of February, 1989, by and between PETER B. TYREE and LAUREL W. TYREE, husband and wife, parties of the first part, hereinafter called Grantors, and the UNITED STATES OF AMERICA, party of the second part.

WITNESSETH, That in consideration of the sum of EIGHT THOUSAND AND NO/100 DOLLARS (\$8,000.00) paid to them by the United States, the receipt of which is hereby acknowledged, said Grantors do by these presents GRANT, BARGAIN, SELL AND CONVEY unto the United States and its assigns, FOREVER, assignable easements and rights-of-way in, on, over, under and across the following tract of land situated in Floyd County, State of Virginia,

Commencing at a pipe on the south right-of-way of Route 673 and on a line dividing the land of William Poff, Parcel No. 3 and the land of Peter Tyree, thence proceeding along said right-of-way N56°51'12"E, 19.93 ft., to the point of beginning and the centerline of a 25 ft. access road and easement, thence with and along said centerline S43°51'10"E, 48.49 ft., thence S72°40'40"E, 116.49 ft., thence S30°51'29"E 64.76 ft., thence S03°13'22"W, 102.63 ft., thence S25°29'07"W, 130.20 ft., thence S08°42'36"W, 293.80 ft., thence S53°29'43"E, 97.33 ft., thence S11°50'18"E, 145.89 ft., thence S23°47'08"W, 113.64 ft., thence S02°17'23"W, 96.74 ft., thence S78°50'36"E, 65.80 ft., thence N79°04'03"E, 68.54 ft., thence N79°03'24"E, 160.09 ft., thence N82°42'27"E, 177.75 ft., thence S84°05'15"E, 231.84 ft., thence S36°23'56"E, 136.98 ft., thence S21°21'27"E, 227.69 ft., to the end of said access road and easement and intersection with the northern line of Parcel "B", at a distance of 70 ft. from the northwest corner of said Parcel "B" and containing 56,966.50 sq. ft. or 1.038 acres, more or less.

This easement is being acquired for the use of the Department of Commerce/National Oceanic and Atmospheric Administration.

SAID, easements and rights hereby conveyed consist of:

A perpetual and assignable easement and right-of-way in, on, over, and across the parcel of land described herein for the location, construction, operation, maintenance, alteration and replacement of a road and appurtenances thereto; together with the right to trim, cut, fell and remove therefrom all trees, underbrush, obstructions and other vegetation, structures, or obstacles within the limits of the right-of-way; reserving, however, to the owners, their heirs and assigns the right to use the right-of-way as access to their adjoining land, subject, however, to existing easements for public roads and highways, public utilities, railroads, and pipelines.

Mailed 2-26-90 Bureau of the Agency of DPX 1788 Roanoke, VA 24008
See Plat PC/138

TO HAVE AND TO HOLD THE easements, rights, privileges, improvements, and structures, herein granted and delivered and the restrictive covenants to run with the land herein created, unto the United States, and its assigns, forever.

AND said Grantors, for their heirs, executors and administrators, do hereby covenant, promise, and agree to and with the United States, at the delivery of these presents that they are lawfully seized in their own right of an absolute and indefeasible estate of inheritance in fee simple, of and in all the singular the above granted and described premises with all the appurtenances; that the same are free, clear, discharged and unencumbered from all former grants, titles, charges, estates, judgments, taxes and assessments, and encumbrances of whatsoever nature and kind; and said Grantors will WARRANT AND FOREVER DEFEND the same unto the United States and its assigns, against said Grantors, their heirs or assigns and all and every person or persons whomsoever lawfully claiming or to claim the same.

IN WITNESS WHEREOF, the said Grantors have hereunto set their hands the day and year first above written.

Peter B. Tyree
PETER B. TYREE

Laurel W. Tyree
LAUREL W. TYREE

STATE OF VIRGINIA)
COUNTY OF FLOYD)

SS ACKNOWLEDGMENT

BEFORE me, the undersigned, a notary public in and for said County and State, on 20th day of February, 1990, personally appeared PETER B. TYREE and LAUREL W. TYREE, husband and wife, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and seal of office the day and year last above written.

Patricia B. Agnew
Notary Public

My Commission Expires:

October 19, 1991

VIRGINIA: in the Clerk's Office of the Circuit Court of Floyd County
Shuman 20 1990 at 11:51 A.M.
This instrument received in office, and, with certificate thereto attached admitted to record. The tax imposed by Section 58.1-802 of the code in the amount of \$ 8.00 has been paid.

Teste: MARGARET H. HARMAN, Clerk

Dorothy Howell D.C.

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 8th 2026, between **James C. Drayer and Melanie D. Drayer** owner's of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

1. Real Property. Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the **County of Floyd, Virginia**, and described as:

+/- 25 acres and improvements; Parcel ID: 18-83C; Deed 25-0000327; PC1-10B

*** Seller is to do a lot line revision, at sellers' expense, once property is under contract to retain approximately 2.91 acres. The approximate 2.91 acres will be added to Parcel #18-83 and be retained by seller.*

Address: TBD Coles Knob Rd., Pilot, VA 24138

2. Purchase Price: The purchase price of the Property is: _____

_____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

3. Deposit. Purchaser has made a deposit with the Auction Company, of **\$ 5,000** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

4. Settlement Agent and Possession. Settlement shall be made at _____ on or before **May 26th 2026** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

The information contained in the association disclosure packet shall be current as of a Seller's Initials _____ Purchaser's Initials _____

specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall

Seller's Initials _____

Purchaser's Initials _____

promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(f) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement

Seller's Initials _____

Purchaser's Initials _____

Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

6. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's

Seller's Initials _____

Purchaser's Initials _____

attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign

Seller's Initials _____

Purchaser's Initials _____

at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

(j) **Other.** There is a small cemetery located on property. Refer to survey and aerial maps for location. There is a 50' right of way through property accessing National Weather Service Tower. Refer to survey and aerial maps for location.

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the

Seller's Initials _____

Purchaser's Initials _____

day and year first above written.

James C. Drayer (Seller)

Date

Melanie D. Drayer (Seller)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____