



# 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** – Jerome S Miller and Brenda C Miller

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Wednesday, April 22<sup>nd</sup>, 2026 at 3 PM

\*\*\* Bids at 3 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:**

***Offering #1:*** +/- 4.04 ac & Improvements; Tax Map # 064- A 65; Parcel ID #012731;  
POWDER PLANT RD; DB 424 PG 172

**Address:** 535 Waterworks Rd., Radford, VA 24141

***Offering #2:*** +/- 3.03 ac & Improvements; Tax Map # 064- A 67; Parcel ID #012730;  
POWDER PLANT RD; DB 482 PG 811

**Address:** Waterworks Rd., Radford, VA 24141

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, April 22<sup>nd</sup>, 2026 at 3 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](mailto: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 PER OFFERING, non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Attorney/Title Company of Purchaser's Choice 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 **Monday, June 8<sup>th</sup>, 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be the high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 19) **Bidding Disclosures:**
- a. The Auctioneer is allowed to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). This auction is subject to a seller's reserve and this is allowed per Virginia auction code: 18 VAC 25-21-120.
  - b. The property is available for and subject to sale prior to auction.
  - c. 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).
- 20) **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](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
- 21) **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.

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](mailto: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
Alabama Auctioneer License #	5700

**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

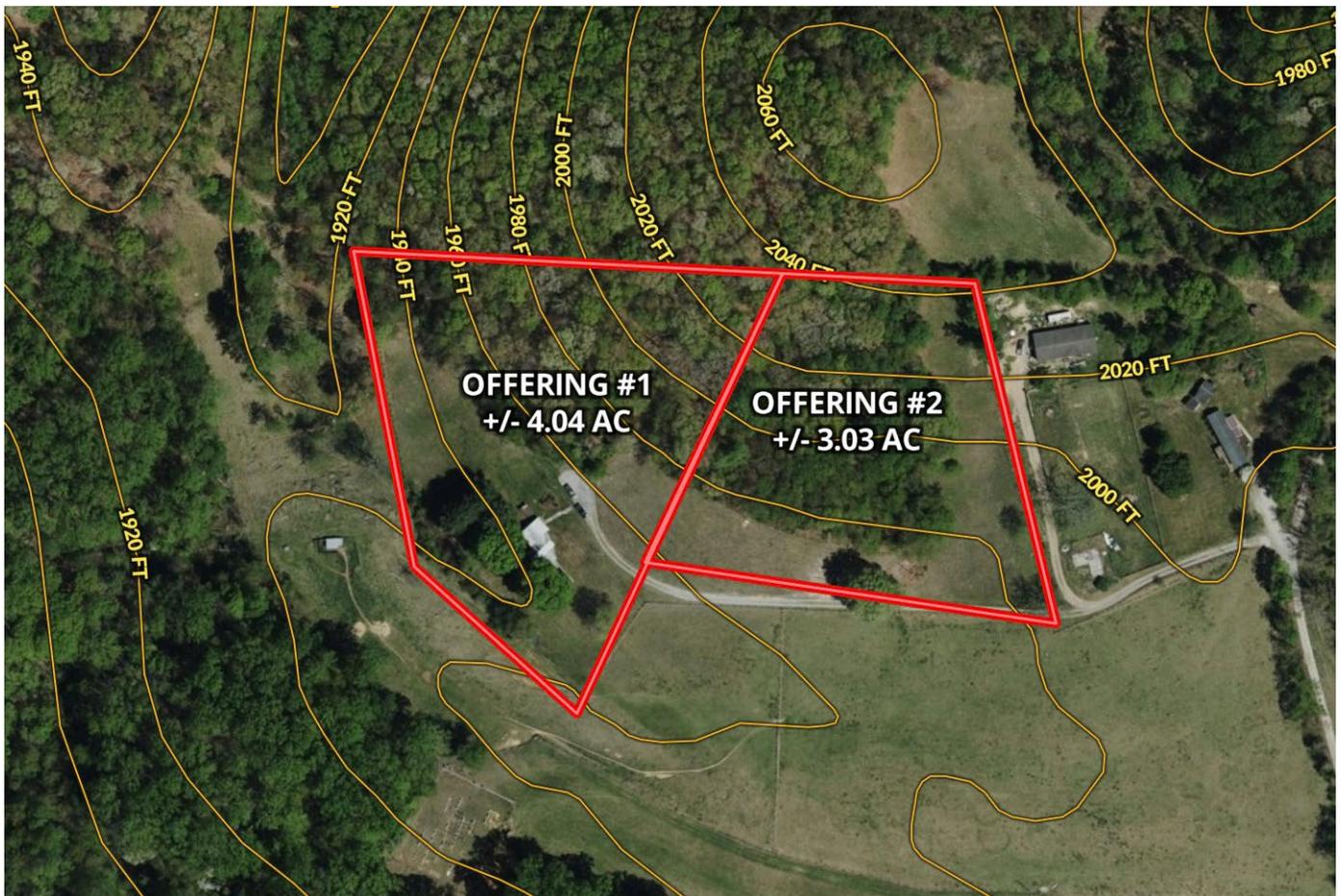


# Aerial



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

# Contour

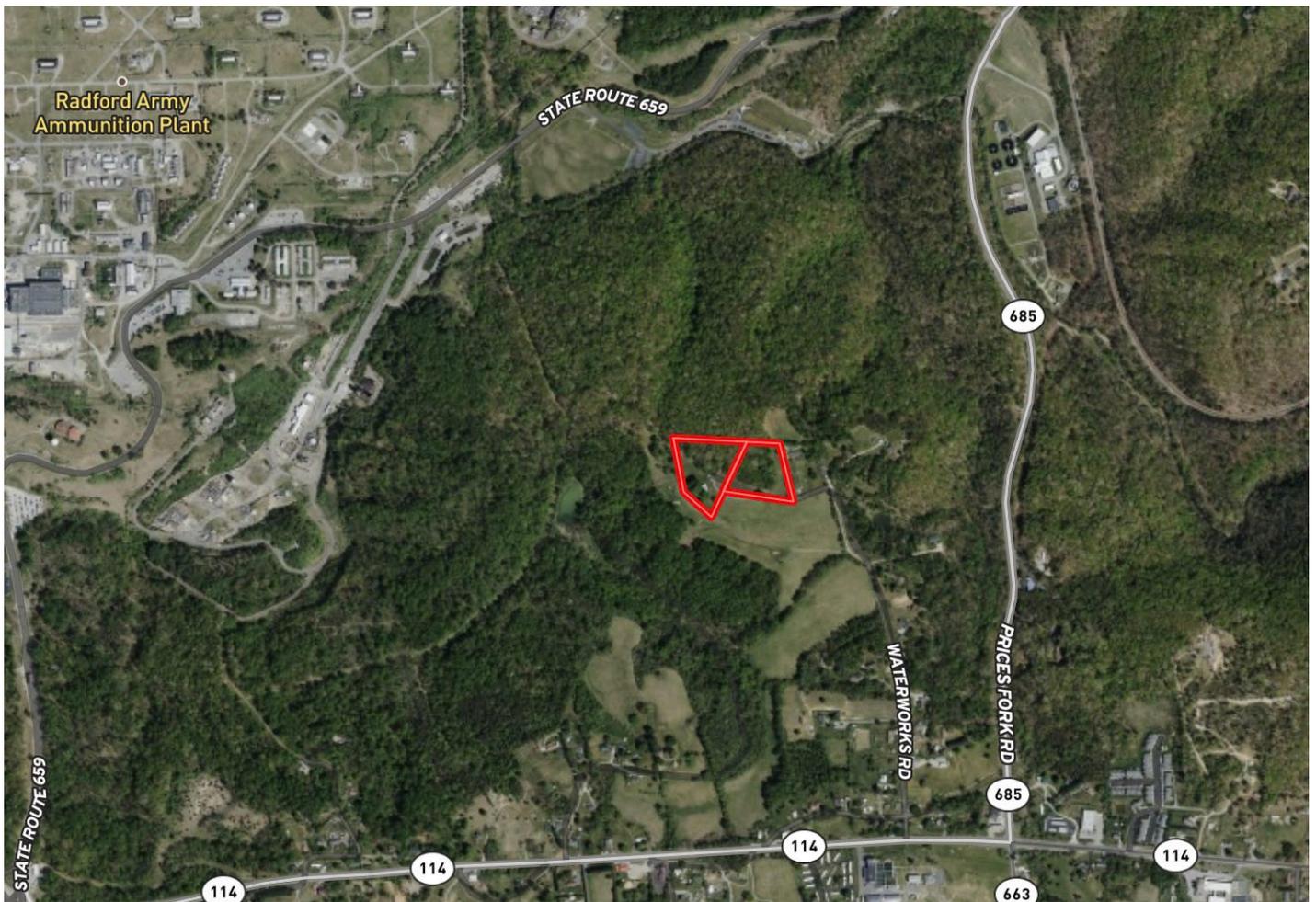


**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries.\*\***



# Neighborhood

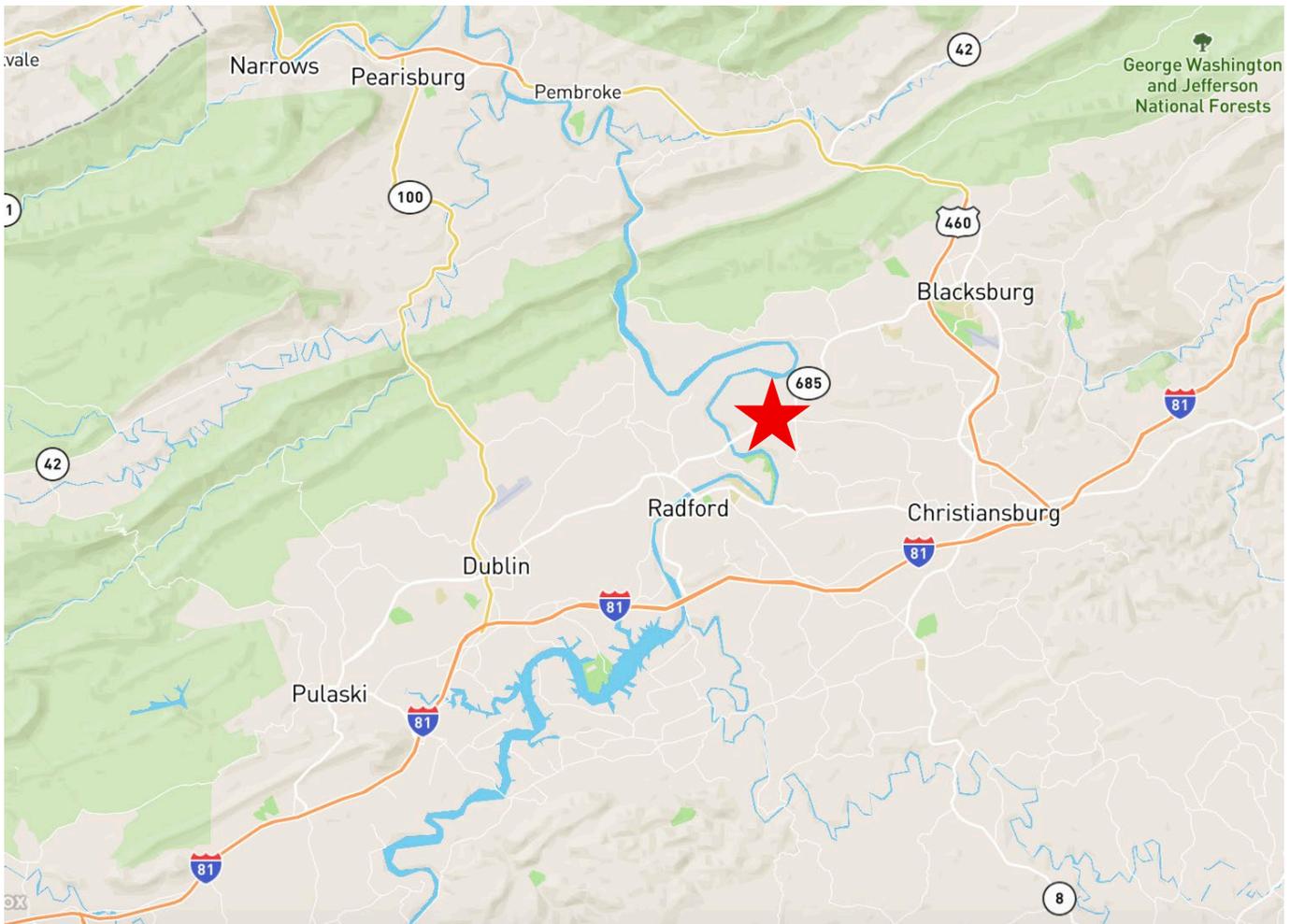
535 Waterworks Rd.,  
Radford, VA 24141





# Location

535 Waterworks Rd.,  
Radford, VA 24141

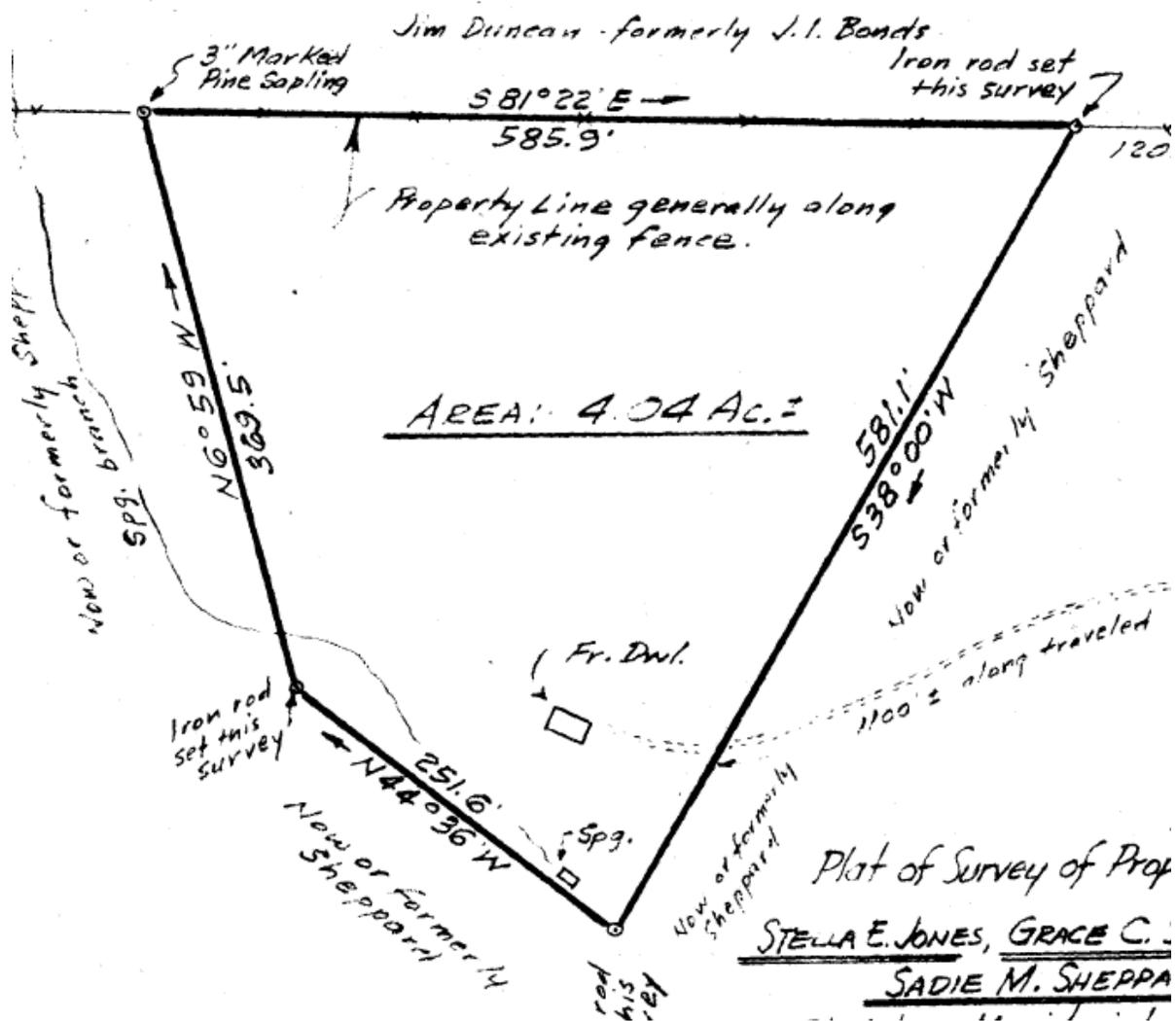


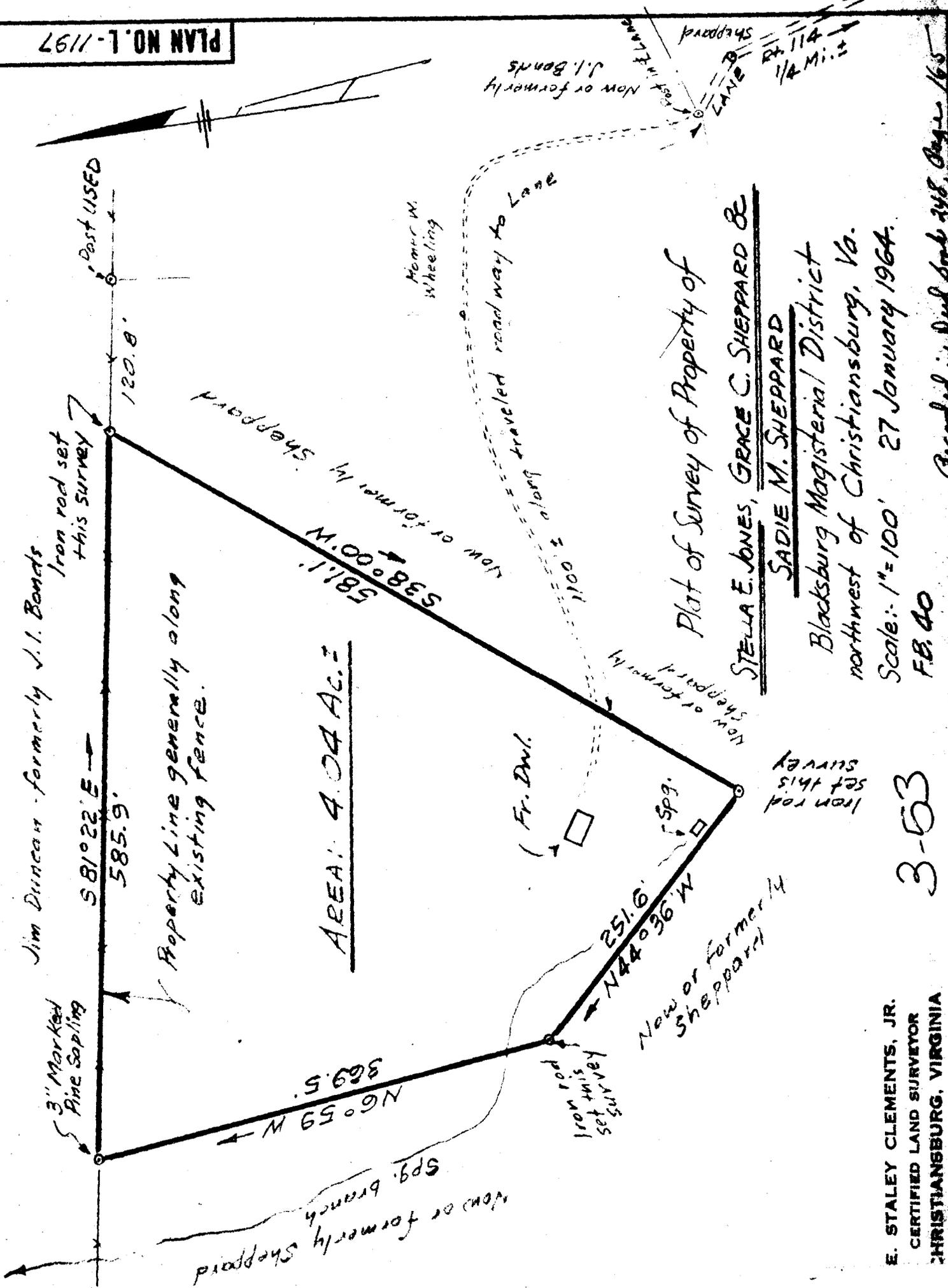


Auction Services

# Survey

Offering #1





Jim Duncan - formerly J.I. Bonds

Iron rod set this survey

S81°22'E  
585.9'

Property Line generally along existing fence.

AREA: 4.04 AC.±

581.1'  
S38°00'W

Home W. Wheeling

along traveled roadway to Lane

Fr. Dwl.

New or formerly Sheppard

Plot of Survey of Property of

STELLA E. JONES, GRACE C. SHEPPARD & SADIE M. SHEPPARD

Blacksburg Magisterial District northwest of Christiansburg, Va.

Scale: 1"=100' 27 January 1964.

F.B. 40

3-53

E. STALEY CLEMENTS, JR.  
CERTIFIED LAND SURVEYOR  
CHRISTIANSBURG, VIRGINIA

Recorded in Deed book 358, Page 165

8-18-64

Iron rod set this survey

Now or formerly J.I. Bonds

Lane  
Rt. 114  
1/4 Mile

Post USED

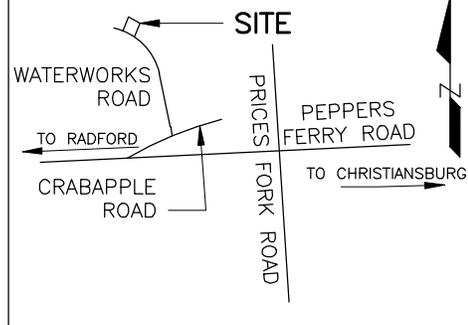
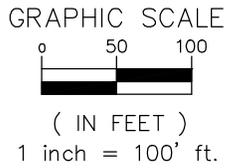
120.8'

Now or formerly Sheppard

Now or formerly Sheppard

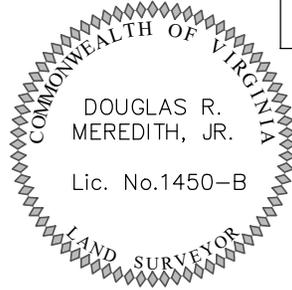


- LEGEND**
- SURVEYED PROPERTY LINE
  - DEED LINE
  - VACATED LINE/EASEMENT LINE
  - SET REBAR
  - EXISTING IRON FOUND
  - END OF LINE/CURVE  
NOTHING FOUND, NOTHING SET
  - ⊙ SANITARY SEWER MANHOLE



**NOTES:**

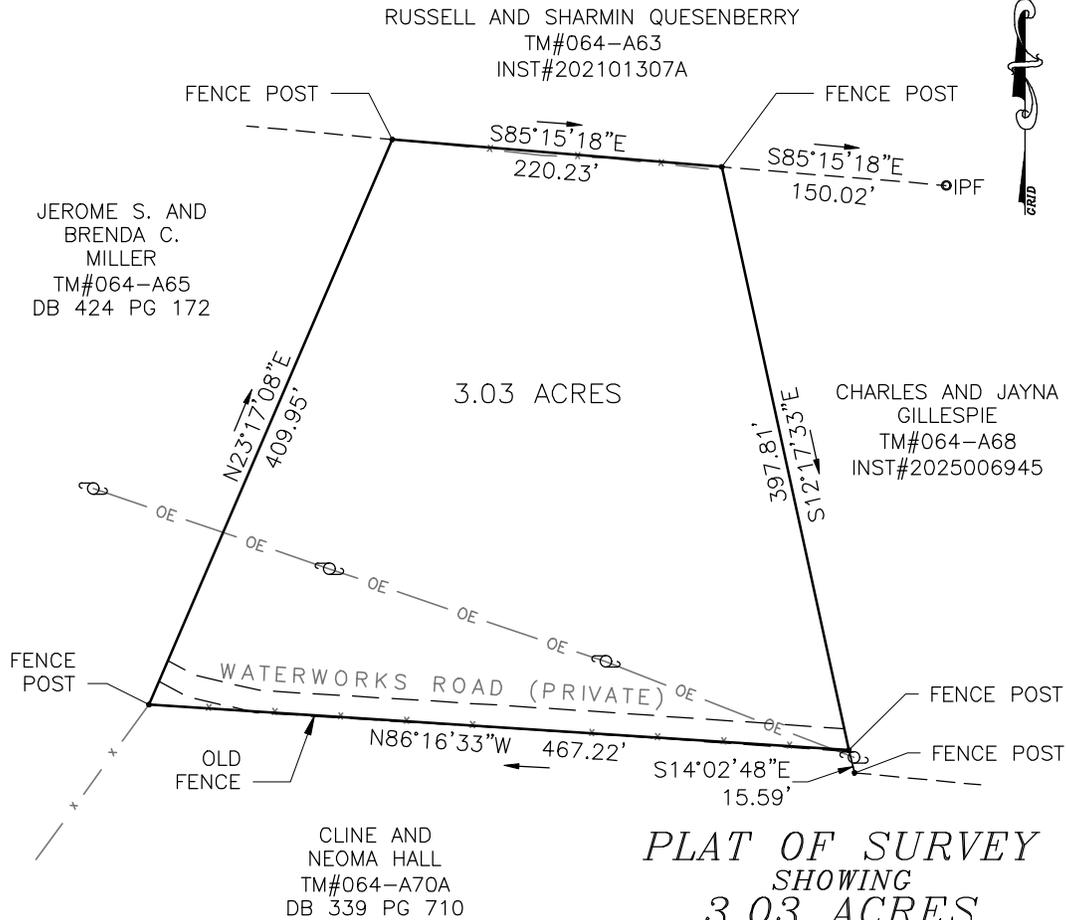
1. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE SEARCH AND THEREFORE MAY NOT SHOW ALL ENCUMBRANCES.
2. THIS PROPERTY AS PLATTED DOES NOT FALL WITHIN THE 100 YEAR FLOOD ZONE.
3. THIS PLAT WAS PREPARED FROM AN ACTUAL AND CURRENT FIELD SURVEY. ANY PHYSICAL IMPROVEMENTS NOT DIMENSIONED, SHALL NOT BE SCALED.
4. FEMA FLOOD ZONE: "C", MAP#51121C0102C, DATE 09/25/2009
5. LEGAL REFERENCE: DB 482 PG 811



**VICINITY MAP**  
*NO SCALE*

DATE: \_\_\_\_\_

I HEREBY CERTIFY THIS PLAT OF SURVEY TO BE CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF



1647 Millwood Dr.  
Salem, Virginia 24153  
www.lmwpc.net  
ph: 540.353.0484  
dmeredithengineering@gmail.com

WATERWORKS ROAD  
MONTGOMERY COUNTY, VIRGINIA

C:\Users\Michael\OneDrive - Michael Parker Drafting & Design\Documents\MCPDPD\PROJECT\0323 Waterworks Road Plat\Survey\SUBMITAL & REVIEW COMMENTS\0323 SEAL 02262026 1218.dwg PLOTTED: 2/26/2026 12:18 PM



# Floor Plan

**Auction Services**

## General Floorplan - 2 Bedrooms / 1 Bath

**1,113 SQ. FT., Built in 1920**

**Private Septic and Spring**

**Gravel Drive**

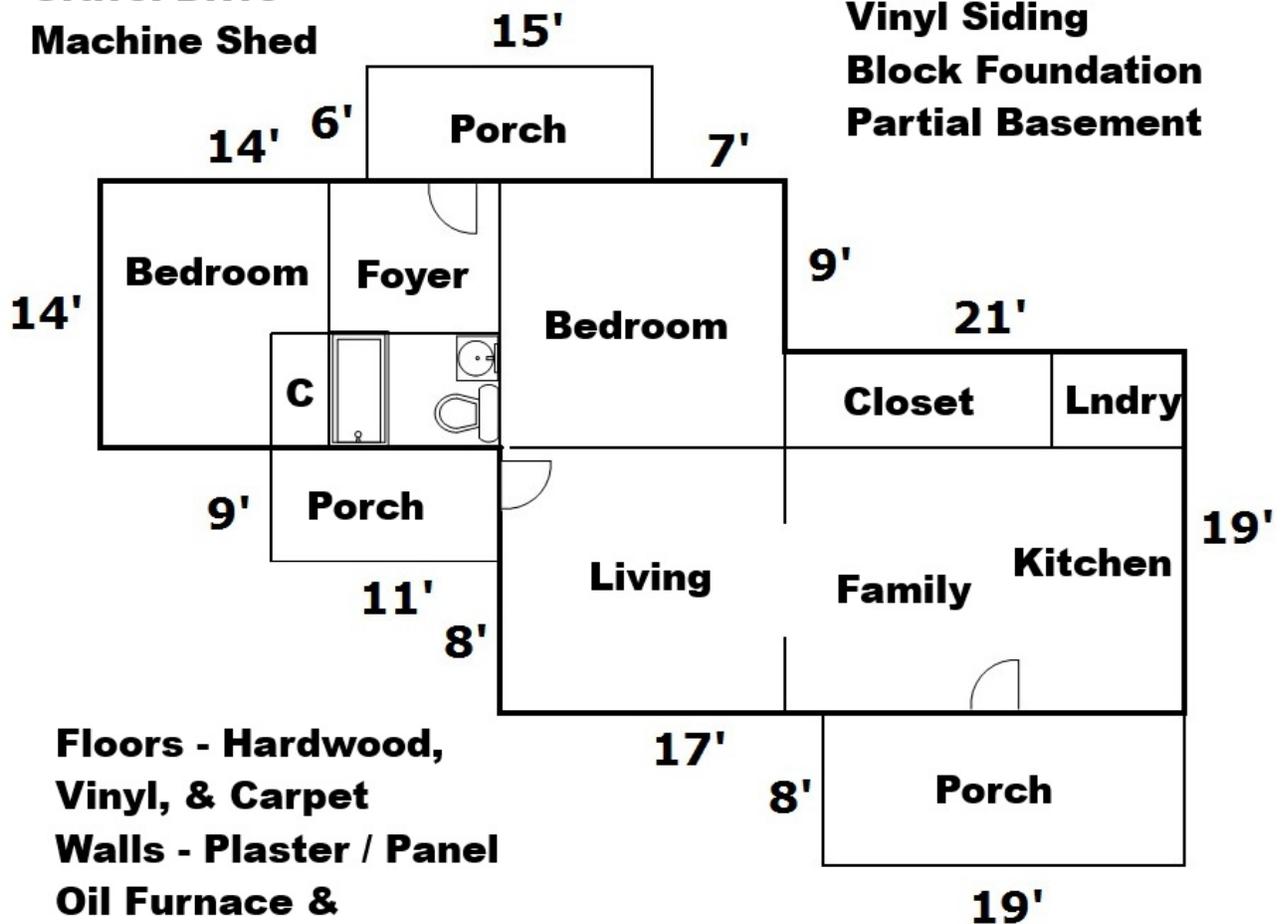
**Machine Shed**

**Tin Roof**

**Vinyl Siding**

**Block Foundation**

**Partial Basement**



**Floors - Hardwood,  
Vinyl, & Carpet  
Walls - Plaster / Panel  
Oil Furnace &  
Woodstove**

*Mailed to:  
Walter S. Miller  
680 N. High St.  
Christiansburg, Va.  
5-26-72*

THIS DEED, made and entered into the 18th day of April, 1972, by and between Grace C. Sheppard, Unmarried, and Sadie M. Sheppard, Unmarried, parties of the first part, and Walter S. Miller and Ruby T. Miller, as tenants by the entirety with right of survivorship as at Common Law, parties of the second part,

## WITNESSETH

THAT FOR AND IN CONSIDERATION of Four Thousand, Two Hundred (\$4,200.00) Dollars, cash in hand paid by the parties of the second part to the parties of the first part, the receipt whereof is hereby acknowledged, the parties of the first part hereby bargain, grant, sell and convey, with Covenants of General Warranty of Title, unto the said Walter S. Miller and Ruby T. Miller, as tenants by the entirety with right of survivorship as at Common Law, parties of the second part, all that certain tract or parcel of land, lying and being in the Price's Fork Magisterial District, Montgomery County, Virginia, about three miles northwest of Vicker on the north side of State Route 114, bounded and described as follows:

BEGINNING AT AN IRON ROD STANDING IN A LINE of Jim Duncan's land (formerly J. I. Bond's land) and 120.8 feet west from a post at a corner of Homer W. Wheeling's land; thence the following division lines with the Sheppard lands (owned by Ray Sheppard et als) S 88° 00' W 571.1 feet to an iron rod; N 44° 36' W 251.6 feet to an iron rod; and N 6° 69' W 369.5 feet to a 3-inch marked pine sapling in line of Jim Duncan's said land; thence with a line of Jim Duncan's land, S 81° 22' E 585.9 feet to the BEGINNING, Containing 4.04 acres, as shown on Plat recorded in Plat Book 3, Page 53, of the said Clerk's Office.

Being all of the land which was conveyed by Ray Sheppard et als to Grace C. Sheppard, Sadie M. Sheppard, and Stella E. Jones, as tenants by the entirety with right of survivorship as at Common Law, by deed dated the 10th day of February, 1964, recorded in the Clerk's Office of Montgomery County, Virginia, in Deed Book 248, Page 165. The said Stella E. Jones died, intestate,

BENTLEY HITE  
ATTORNEY & COUNSELLOR AT LAW  
CHRISTIANSBURG, VIRGINIA

on the 5th day of December, 1970, whereby the parties of the first part became the fee simple owners of the said property by reason of the survivorship deed.

The parties of the first part further grant unto the parties of the second part a right-of-way from the eastern line of the said property, along, through and over the Homer W. Wheeling land, to the lane leading to Route 114, being the same roadway established by prescriptive rights and adjudicated in the chancery cause of Grace C. Sheppard et als vs. Homer W. Wheeling just completed in the Circuit Court of Montgomery County, Virginia, wherein the said roadway was specifically designated and decreed unto the said parties of the first part.

The parties of the first part covenant that they have a right to convey said land to the aforesaid grantees; that said grantees shall have quiet and peaceful possession of said land, free from all liens and encumbrances; that they have done no act to encumber the same; and that they will execute such further assurances thereof as may be requisite.

WITNESS the following signatures and seals.

Grace C. Sheppard (SEAL)

Sadie M. Sheppard (SEAL)

STATE OF VIRGINIA  
COUNTY OF MONTGOMERY, TO-WIT:

I, Louisa C. Joyner, a Notary Public in and for the State and County aforesaid, hereby certify that Grace C. Sheppard, Unmarried, and Sadie M. Sheppard, Unmarried, whose names are signed to the foregoing and annexed writing, dated April 18, 1972, personally appeared before me and acknowledged the same, in my State and County aforesaid.

My commission expires November 13, 1974.

Given under my hand this April 20, 1972.

BENTLEY HITE  
ATTORNEY & COUNSELLOR AT LAW  
CHRISTIANSBURG, VIRGINIA

Louisa C. Joyner  
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County  
17th day of May 19 72. The foregoing instrument  
was this day presented in said Office and with certificate annexed admitted to  
record at 2:35 o'clock P.M. The taxes imposed by Sec. 58-54.1  
of the Code of Virginia in the amount of \$ 4.50 have been paid to  
this office.

Teste:

JOHN B. MYERS, JR., Clerk

By Margie Collier

*mailed to  
Jerome S Miller  
134 2013  
c'burg VA 12-18-79*

THIS DEED, made and entered into this the 30th day of OCTOBER, 1979, by and between RUBY T. MILLER, Widow of WALTER S. MILLER, party of the first part; and, JEROME S. MILLER and BRENDA C. MILLER, husband and wife, as tenants by the entirety with the right of survivorship as at Common Law, parties of the second part;

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of TWENTY THOUSAND (\$20,000.00) DOLLARS, cash in hand paid by the parties of the second part to the party of the first part, the receipt whereof is hereby expressly acknowledged, the said party of the first part hereby BARGAINS, GRANTS, SELLS and CONVEYS, with Covenants of GENERAL WARRANTY of TITLE, unto the said parties of the second part, JEROME S. MILLER and BRENDA C. MILLER, husband and wife, as tenants by the entirety with the right of survivorship as at Common Law, as provided by Section 55-21 of the Code of Virginia, all that certain tract or parcel of land, together with the buildings and appurtenances thereunto belonging, lying and being in the Prices Fork Magisterial District of Montgomery County, Virginia, about three (3) miles northwest of Vicker, on the North side of State Route 114, bounded and described as follows:

BEGINNING at an iron rod standing in a line of Jim Duncan's land (formerly J. I. Bond's land) and 120.8 feet west from a post at a corner of Homer W. Wheeling's land; thence the following division lines with the Sheppard lands (owned by Ray Sheppard, et als) S 38° 00' W 581.1 feet to an iron rod; N 44° 36' W 251.6 feet to an iron rod; and, N 6° 59' W 369.5 feet to a 3-inch marked pine sapling in line of Jim Duncan's said land; thence with a line of Jim Duncan's land, S 81° 22' E 585.9 feet to the BEGINNING, Containing 4.04 acres, as shown on Plat recorded in Plat Book 3, Page 53, of the Clerk's Office of the Circuit Court of Montgomery County, Virginia;

BENTLEY HITE  
ATTORNEY & COUNSELLOR AT LAW  
CHRISTIANSBURG, VIRGINIA

The party of the first part further grants unto the aforesaid parties of the second part, a right of way from the eastern line of the said property along, through and over the Homer W. Wheeling land to the lane leading to State Route 114.

And being the same real estate which was conveyed to Walter S. Miller and Ruby T. Miller, husband and wife, as tenants by the entirety with the right of survivorship as at Common Law, from Grace C. Sheppard, Unmarried, and Sadie M. Sheppard, Unmarried, by deed dated the 18th day of April, 1972, of record in the aforesaid Clerk's Office in Deed Book 322, Page 242.

The said Walter S. Miller departed this life in March, 1974, leaving a Widow, Ruby T. Miller, whereby Ruby T. Miller became vested as the fee simple owner of said land by said survivorship deed, to which deeds and map a further reference is hereby made for a better description of the land herein conveyed.

The party of the first part covenants that she has the right to convey the said land to the aforesaid grantees; that the said grantees shall have quiet and peaceful possession of same, free from all liens and encumbrances; that she has done no act to encumber the said land; and, that she will execute such further assurances of title as may be requisite.

WITNESS the following signature and seal.

Ruby T. Miller (SEAL)  
RUBY T. MILLER

STATE OF VIRGINIA:  
COUNTY OF MONTGOMERY, TO-WIT:

I, Audrey V. Long, a Notary Public in and for the State and County aforesaid, do hereby certify that Ruby T. Miller,

BENTLEY HITE  
ATTORNEY & COUNSELLOR AT LAW  
CHRISTIANSBURG, VIRGINIA

whose name is signed to the foregoing, annexed writing dated October 30, 1979, personally appeared before me and acknowledged the same, in my State and County aforesaid.

My commission expires: August 18, 1981.

Given under my hand : November 30, 1979

I Was Commissioned: Andrey L. Barker

Andrey V. Long  
NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County 5th day of December, 1979. The foregoing instrument was this day presented in said Office and with certificate annexed admitted to record at 10:00 o'clock A.M. The taxes imposed by Sec. 58-54.1 of the Code of Virginia in the amount of \$ 20.00 have been paid to this office.

Teste:

JOHN B. MYERS, JR., Clerk

By George C. Collier, Jr.

Mailed to:  
Jerome S. Miller  
P.O. Box 2013  
Chung, Va. 24073  
3-14-84

THIS DEED, made and entered into this 1st day of March, 1984, by and between RUBY T. MILLER, widow of Walter S. Miller, party of the first part and JEROME S. MILLER and BRENDA C. MILLER, husband and wife, as tenants by the entirety with the right of survivorship as at common law, parties of the second part.

W I T N E S S E T H:

THAT for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid by the parties of the second part to the party of the first part and other good and valuable considerations, the receipt of all of which is hereby acknowledged, the said party of the first part hereby bargains, grants, sells, and conveys with GENERAL WARRANTY AND MODERN ENGLISH COVENANTS OF TITLE, unto JEROME S. MILLER and BRENDA C. MILLER, husband and wife, as tenants by the entirety with the right of survivorship as at common law, pursuant to Section 55-21 of the Code of Virginia and as manifestly appears from the Code, all that certain tract or parcel of land, together with the buildings and appurtenances thereto belonging, lying and being in the Price's Fork Magisterial District of Montgomery County, Virginia, about three (3) miles northwest of the Village of Vicker and just north of State Route 114, bounded and described as follows:

BEGINNING at a stake in the center of a road at the corner of the Homer Wheeling land; thence with the center of the said road, N 82° W 461 feet to an iron stake in the land of Walter S. Miller; thence with the Miller land, N 88° E 433.7 feet to an iron stake in the Jim Duncan land; thence with the Duncan land, southeastward 120.8 feet to a stake in a pile of rocks at the corner of the Homer Wheeling land; thence with the Wheeling land, southwestwardly 23 rods and 9 feet, to the center of said road at the point of BEGINNING,

Containing 2½ acres, more or less.

BENTLEY HITE  
ATTORNEY &  
COUNSELLOR AT LAW  
CHRISTIANBURG, VA.

And being all of the said land which J. C. Sheppard and Audrey E. Sheppard, husband and wife, conveyed with GENERAL

WARRANTY AND MODERN ENGLISH COVENANTS OF TITLE, to Walter S. Miller and Ruby T. Miller, as tenants by the entirety with the right of survivorship as at common law, by deed dated the 1st day of August, 1972 and recorded in the Clerk's Office of Montgomery County, Virginia, in Deed Book 325, Page 826.

The said Walter S. Miller, having departed this life intestate about ten (10) years ago, thereby vesting the fee simple title of the said land in Ruby T. Miller, his widow, and the grantor in this deed.

The parties of the first part covenant that they have the right to convey the said land to the aforesaid grantees; that said grantees shall have quiet possession of the same, free from all liens and encumbrances; that they have done no act to encumber the said land; and that they will execute such further assurances of the same as may be requisite.

Witness the following signature and seal.

Ruby T. Miller (SEAL)  
Ruby T. Miller

STATE OF VIRGINIA  
COUNTY OF MONTGOMERY, TO-WIT:

I, Phyllis R. Mays a Notary Public in and for the State and County aforesaid, hereby certify that RUBY T. MILLER, whose name is signed to the foregoing and annexed writing, dated March 1, 1984, personally appeared before me and acknowledged the same, in my State and County aforesaid.

My commission expires Jan 19 1985  
Phyllis R. Mays  
Notary Public

BENTLEY HITE  
ATTORNEY &  
COUNSELLOR AT LAW  
CHRISTIANBURG, VA.

VIRGINIA: In the Office of the Circuit Court of Montgomery County  
2nd day of March, 19 84 The foregoing  
instrument was this day presented in said Office and with certificate  
annexed admitted to record at 11:20 o'clock A.M. The taxes  
imposed by Sec. 58-54.1 of the Code of Virginia in the amount of  
\$ 2.00 have been paid to this office.

Tester:  
JOHN B. MYERS, JR., Clerk  
John B. Myers, Jr.  
C.C.

Parcel ID: 012731

MILLER JEROME S ETUX  
535 WATERWORKS RD

# Offering #1 Tax Card

## Owners

Owner1 MILLER JEROME S ETUX  
 Owner2  
 Mailing Address P O BOX 2013  
 Mailing Address2  
 City, State, Zip CHRISTIANSBURG VA 24068

## Parcel

Tax Map Number 064- A 65  
 Property Address 535 WATERWORKS RD  
 City, State, Zip RADFORD VA 24141  
 Neighborhood Code MR326000  
 Class Code/Description 2000/Single Family Res Suburban  
 Use Code/Description 501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES  
 Primary Zoning Code/Desc A1/AGRICULTURAL  
 Restriction Code/Description 1 /  
 Restriction Code/Description 2 /  
 Restriction Code/Description 3 /  
 Land Use Program NO  
 Notes: 0424-0172  
 Notes:  
 Notes:  
 Notes:  
 Notes: 3  
 Notes:

## Legal Description

Legal Description 1 POWDER PLANT RD  
 Legal Description 2  
 Tax District Code/Description MPF/PRICES FORK  
 Deeded Acres 4.04  
 Deed Book 0424  
 Page 0172

## Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
01-JAN-1979		MILLER JEROME S ETUX		0424	0172

## Sale Details

Sale Date 01-JAN-1979  
 Sale Key 92915  
 Sale Price  
 Grantee MILLER JEROME S ETUX  
 Grantor  
 Book 0424  
 Page 0172  
 Sale Type  
 Sale Source D-DEED BARGIN SALE  
 Sale Validity -

## Dwelling Description

Card 1  
 Story Height 1  
 Construction Code/Desc 6 / ALUMINUM/VINYL  
 Style Code/Desc 23 / BUNGALO  
 Year Built 1920  
 Effective Year Built 1954  
 Remodeled Year  
 Total Rooms 4  
 Bedrooms 2  
 Full Baths 1  
 Half Baths  
 Additional Fixtures  
 Total Fixtures 3  
 Kitchen Remodeled  
 Bathroom Remodeled  
 Basement Code/Desc 2 / CRAWL  
 Heating Code/Desc 3 / CENTRAL HEAT  
 Heating Fuel Type Code/Desc 8 / OIL  
 Heating System Code/Desc 1 / STOVE

Attic Code/Desc	1 / NONE
Physical Condition Code/Desc	A / AVERAGE CONDITION
Square Footage of Living Areas	1,113
Unfinished Area SF/Value	/ \$0
Finished Basement - poor SF/Value	/ \$0
Finished Basement - avg SF/Value	/ \$0
Finished Basement - good SF/Value	/ \$0
Fireplace stacks/openings	/
Pre Fab Fireplace	
Bsmt Garage #Cars	
Misc Code/Desc/Value	// \$0
Misc Code/Desc/Value	// \$0
Notes1	
Notes2	
Grade Factor/Desc	29 / D+5
Additional Exterior Wall	
Roof Structure	GABLE
Roof Cover	METAL
Interior Wall 1	PANELING
Interior Wall 2	PANELING
Floor Code 1	VINYL
Floor Code 1	
Structural Frame	WOOD

**Condominium Data**

Complex No.  
Unit No.  
Name  
Level  
Type  
View

SFLA includes finished basement area

**Outbuildings**

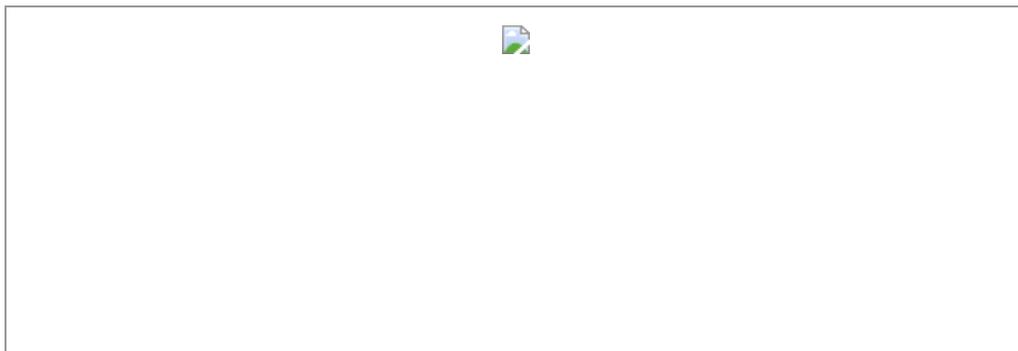
Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	SEQ / SHED-EQUIPMENT	1960	D	24	20	480	400
1	FV1 / FLAT VALUE-\$100	2003	C	10	12	1	200

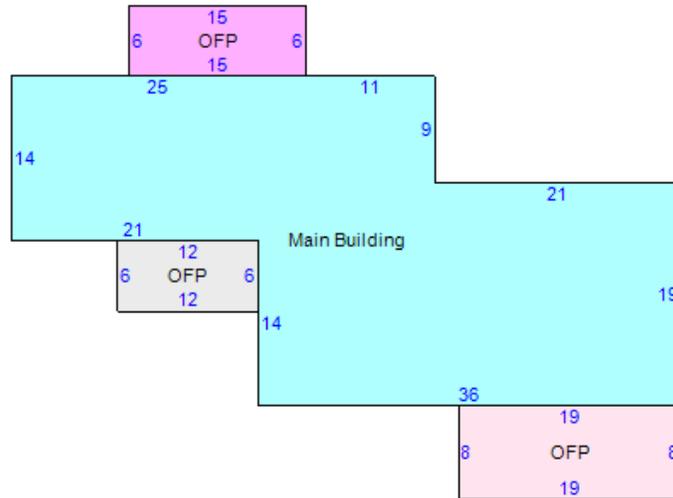
**Assessed Values**

Assessed Land	\$37,200
Assessed Buildings	\$79,500
Total Assessed Value	\$116,700
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026  
Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2025 is 76 cents per \$100.





Item	Area
Main Building	1113
OFP - 11:OFP	90
OFP - 11:OFP	72
SHED-EQUIP - SEQ:SHED-EQUIPMENT	480
OFP - 11:OFP	152
FLAVAL\$100 - FV1:FLAT VALUE-\$100	1

Parcel ID: 012730

# Offering #2 Tax Card

## Owners

Owner1 MILLER JEROME S  
 Owner2 MILLER BRENDA C  
 Mailing Address P O BOX 2013  
 Mailing Address2  
 City, State, Zip CHRISTIANSBURG VA 24068

## Parcel

Tax Map Number 064- A 67  
 Property Address  
 City, State, Zip VA  
 Neighborhood Code MR326000  
 Class Code/Description 2000/Single Family Res Suburban  
 Use Code/Description 501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES  
 Primary Zoning Code/Desc A1/AGRICULTURAL  
 Restriction Code/Description 1 /  
 Restriction Code/Description 2 /  
 Restriction Code/Description 3 /  
 Land Use Program NO  
 Notes: 0482-0811  
 Notes: ADJ OWNER  
 Notes:  
 Notes:  
 Notes: 3  
 Notes:

## Legal Description

Legal Description 1 POWDER PLANT RD  
 Legal Description 2  
 Tax District Code/Description MPF/PRICES FORK  
 Deeded Acres 2.5  
 Deed Book 0482  
 Page 0811

## Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
01-JAN-1984	\$2,000	MILLER JEROME S		0482	0811

## Sale Details

Sale Date 01-JAN-1984  
 Sale Key 7417  
 Sale Price \$2,000.00  
 Grantee MILLER JEROME S  
 Grantor  
 Book 0482  
 Page 0811  
 Sale Type  
 Sale Source D-DEED BARGIN SALE  
 Sale Validity 8-NOT VALIDATED

## Assessed Values

Assessed Land \$31,000  
 Assessed Buildings \$0  
 Total Assessed Value \$31,000  
 Land Use Program NO  
 Deferred Land Use Amount \$0  
 Value After Land Use Deferment \$0  
 Taxable Type Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026  
 Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2025 is 76 cents per \$100.

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **April 22nd 2026**, between **Jerome S Miller and Brenda C Miller** owners 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 Montgomery, Virginia, and described as:

**2. Legal Description –**

**Offering #1:** +/- 4.04 ac & Improvements; Tax Map # 064- A 65; Parcel ID #012731; POWDER PLANT RD; DB 424 PG 172

**Address:** 535 Waterworks Rd., Radford, VA 24141

**Offering #2:** +/- 3.03 ac & Improvements; Tax Map # 064- A 67; Parcel ID #012730; POWDER PLANT RD; DB 482 PG 811

**Address:** Waterworks Rd., Radford, VA 24141

**3. 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.

**4. Deposit.** Purchaser will make a deposit with the Attorney or Title Company of Purchasers Choice, of **\$5,000 Per Offering** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Attorney or Title Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

**5. Settlement Agent and Possession.** Settlement shall be made at **Attorney or Title Company of Purchasers Choice** on or before **June 8<sup>th</sup>, 2026** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

**6. 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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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 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 attached.

(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 promptly request them from the unit

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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) **Notice of Principal Residence.** Purchaser does \_\_\_\_ or does not \_\_\_\_ intend to occupy the Property as Purchaser's principal residence.

(f) **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.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1994 and lead base paint disclosures apply.

(h) **Choice of Settlement Agent.** Virginia’s Consumer Real Estate Settlement 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.

**7. 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

Seller’s Initials \_\_\_\_\_

Purchaser’s Initials \_\_\_\_\_

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 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 at least one counterpart for this Contract to be effective.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

(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.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

\_\_\_\_\_  
Seller Signature Date

\_\_\_\_\_  
Seller Signature Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



**VIRGINIA REALTORS®**  
**DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT**  
**LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS**  
**(Purchase)**



This disclosure applies to the property(ies) in the City or County of Montgomery and is described as follows:  
535 Waterworks Rd., Radford, VA 24141

**Lead Warning Statement:**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)**

BM (a) Presence of lead-based paint hazards (check one below):  
BCM  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.  
 Known lead-based paint and/or lead-based paint hazards are present in the housing: (Explain): \_\_\_\_\_

BM (b) Records and reports available to the seller (check one below):  
BCM  Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.  
 Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): \_\_\_\_\_

**Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))**

\_\_\_\_\_ (c) Purchaser has received copies of all available information listed above.  
 \_\_\_\_\_ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home.", available at <https://www.epa.gov/sites/default/files/2020-04/documents/lead-in-your-home-portrait-color-2020-508.pdf>  
 \_\_\_\_\_ (e) Purchaser has (check one below):  
 Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
 Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

**Agents' Acknowledgments (each agent involved in this transaction receiving compensation from the seller must initial in the appropriate space)**

\_\_\_\_\_ (f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.  
 \_\_\_\_\_ (g) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has been assured the seller is aware of the seller's obligations under 42 U.S.C. 4852d, or the Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d, and Agent is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify that, to the best of their knowledge, the information provided by the signatory is true and accurate.

<u>2/16/26</u>	<u>Patrick C. Miller</u>	_____	_____
Date	Seller	Date	Purchaser
<u>2-16-26</u>	<u>George S. Miller</u>	_____	_____
Date	Seller	Date	Purchaser
<u>2-16-26</u>	<u>Ed Gallimore</u>	_____	_____
Date	Agent	Date	Agent

**For informational purposes only:**

Firm: \_\_\_\_\_ Firm: \_\_\_\_\_

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 VAR Form 1350 Revised 07/23  
 Reviewed 07/23



**SUMMARY OF RIGHTS AND OBLIGATIONS  
OF SELLERS AND PURCHASERS UNDER  
THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT**



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page ([https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page ([https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

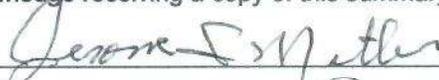
1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
8. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
9. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
11. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems

necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and

12. The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § 15.2-5157, but in any event, prior to settlement pursuant to such contract.
13. The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
14. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
15. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
16. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
17. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
18. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.

	_____	2/16/20	(Date)
	_____	2/16/26	(Date)
_____	_____	_____	(Date)
_____	_____	_____	(Date)

## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 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 provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

**PROPERTY ADDRESS/  
LEGAL DESCRIPTION:**

535 Waterworks Rd., Radford, VA 24141

The purchaser is advised of the disclosures listed in the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT** located on the Real Estate Board webpage at:

[https://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

Jerome S. Miller  
Owner

Brent E. Miller  
Owner

2/16/26  
Date

2/16/26  
Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Purchaser

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

# RECORD OF INSPECTION-SEWAGE DISPOSAL SYSTEM

Date 8-24-73 Case No. 294

Contractor Walter Miller Address HIGH ST. C'burg Phone \_\_\_\_\_  
(Mailing Address)

Contractor ⑤ Address \_\_\_\_\_ Phone \_\_\_\_\_  
(Mailing Address)

Exact Location of Premises pt. 114, unnumbered dist rd. across from filtration plant  
(Subdivision, Street or Road Name, Section or Lot No.)

## WATER SUPPLY INSPECTION

Installed according to Permit Design  Yes  No. Distance to nearest House Sewer \_\_\_\_\_ feet. Distance to nearest Sewage Disposal System \_\_\_\_\_ feet. (Use Form LHS-143 for Detailed inspection of Water Supply Reference Materials.)

## SEWAGE DISPOSAL SYSTEM INSPECTION

- (1) LOCATION  
 Allotted Area adequate  Yes  No. Distance from nearest lot lines 10+ feet. Trees 10+ feet. Water Supplies 100 feet. Buildings 10+ feet.
- (2) INSTALLATION AND DESIGN  
 Installed according to Permit Design  Yes  No  
 Have additional Household Appliances been added NOT on Permit:  
 Automatic Washer  Garbage Disposal  
 Other \_\_\_\_\_  
(Describe)
- (3) SOIL CONDITION  
 Are there soil conditions now evident which indicate system may be unsatisfactory as designed:  Yes  No. If Yes, show adjustments required under "Remarks" below.
- HOUSE SEWER LINE  
 Installed  Yes  No. Type of material plaster  
 Size \_\_\_\_\_ Inches.
- (4) SEPTIC TANK  
 Constructed of concrete  
(Kind of Material)  
 Inside Dimensions Length 4 feet. Width 4 feet.  
 Liquid Depth 4 feet. Depth of Air Space 1.5 inches.  
 Inside Fittings comply with requirements  Yes  No.
- (5) DISTRIBUTION BOX  
 Watertight and equal surcharge to each line by Water Test  Yes  No. Distribution Box provided with \_\_\_\_\_  
(Number) extra outlets for future use.
- (6) SUBSURFACE ABSORPTION FIELD  
 Total Area in bottom of ditches 675 square feet.  
 Number of ditches 3 Length of ditches 65 feet.  
 Grade of ditches Minimum 2 Inches per 100 feet.  
 Maximum 3 inches per 100 feet. Has system been checked by instruments (Level)  Yes  No  
 Type aggregate used CRUSHED STONE  
 Depth of aggregate under Tile 6 inches  
 Total depth of aggregate 12-13 inches  
 Depth of backfill over aggregate 24-36 inches
- (7) SURFACE DRAINAGE  
 Storm Drains from House and Basement flowing away from Subsurface Drainage Field:  Yes  No. Was Surface Drainage required  Yes  No. If Yes, has this been provided  Yes  No. Has area been drained by lowering Ground Water Table:  Yes  No.  Not required.
- (8) Are follow-up inspections necessary  Yes  No.

Septic Tank Contractor: Warren Keester Address H.V. C'burg Phone \_\_\_\_\_

This Sewage Disposal System (Is)  Approved by Montgomery Co. Health Department.

Date 8-24-73 Signed George W. Powers Date \_\_\_\_\_ Approved \_\_\_\_\_  
(Sanitarian) (Health Director)

Date \_\_\_\_\_ Approved \_\_\_\_\_ Date \_\_\_\_\_ Approved \_\_\_\_\_  
(Advisory Sanitarian) (Reviewing Authority - Other Agency)

With proper maintenance, approved Sewage Disposal systems may be expected to function satisfactorily, provided no overloading or physical damage occurs to the system. Remarks: \_\_\_\_\_

**PERMIT TO INSTALL  REPAIR,  REASONS FOR REJECTION   
WATER SUPPLY  SEWAGE DISPOSAL SYSTEM**

(1) Void after (12) twelve months. (2) Automatically cancelled when site conditions are changed from those shown on permit.  
 (3) Automatically cancelled should facts later become known that a potential hazard would be created by continuing installation.

FHA/VA  Yes  No Date 8/13/73 Case No. \_\_\_\_\_

WALTER S. Miller Address High St. CHRISTIANSBURG, Va Phone \_\_\_\_\_  
 (Mailing Address)

Int SAME Address \_\_\_\_\_ Phone \_\_\_\_\_  
 (Mailing Address)

Exact Location of premises End of Road - TAKE UNNUMBERED ROAD DIRECTLY ACROSS  
 (Subdivision, Street or Road Name, Section or Lot No.) FROM FILTRATION PLANT

FOR:  Dwelling  Other \_\_\_\_\_ Automatic Washing Machine  Yes  No Consumption \_\_\_\_\_ gal. per day  
 Actual  Potential  Bedrooms 2 Garbage Disposal Unit  Yes  No ( Actual  estimated Water)

Additional wastes \_\_\_\_\_

(1) WATER SUPPLY (Existing) Class \_\_\_\_\_ Approved   Other SPRING  
 (To be installed) Class \_\_\_\_\_ Cased \_\_\_\_\_ ft. to be grouted \_\_\_\_\_ ft.

(Unless supported by positive evidence Class III is to be considered as to be installed.)

(2) SOIL STUDY Naturally drained, suitable by sight  Yes  No Technical Classification \_\_\_\_\_ (If Known)  
 Estimated Percolation Rate 1-10  11-25  26-50  > 51  Percolation Test Required  Yes No  Rate \_\_\_\_\_  
 (Minutes per inch) (Minutes per inch to nearest: 10 minutes)

Depth to Grey Mottles \_\_\_\_\_ inches (estimate over 4 ft.) OTHER \_\_\_\_\_  
 Surface drainage required  Yes  No OTHER DRAINAGE \_\_\_\_\_

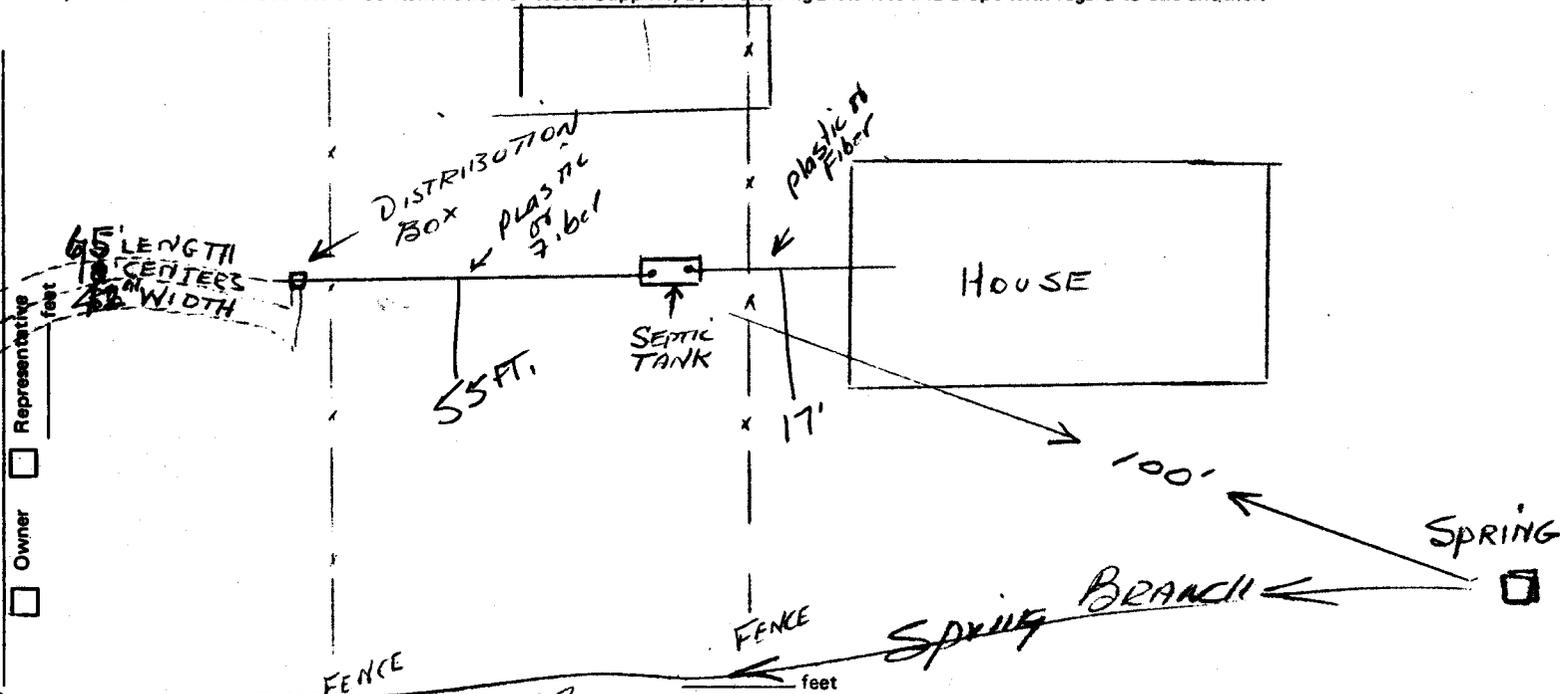
(3) HOUSE SEWER LINE Size 4 inches. Type of material required Plastic Distance from Water Supply 100' feet.

(4) DETAILS OF CONSTRUCTION Watertight Septic Tank of Concrete Material Liquid Capacity 1000 gallons.  
 Inside Dimensions Length 8 feet. Width 4 feet. Liquid Depth 4 feet. Depth of Air Space 1 feet.

SUBSURFACE ABSORPTION FIELD Number of square feet required 675 Type aggregate required Crushed Stone

(5) Depth of aggregate from base of tile to bottom of ditches 6 inches. Allowable fall \_\_\_\_\_ to \_\_\_\_\_ inches.  
 Total aggregate minimum depth 13 inches or more. Depth of drainfield to be 30-36 inches from surface of original ground.  
 Distance from well to septic tank 100' feet; distance from well to drainfield 100' feet

Sketch of Premises (including adjacent properties if pertinent, Showing Location of Lot Line, Buildings, Water Supplies, Sewage Disposal Systems, Trees, and Other Possible Sources of Contamination of Water Supplies, by Indicating Distances and Slope with regard to one another.



Note: Owner or his agent must notify Montgomery Health Department, Phone 382-8888 when installation is ready for inspection. If any Sewage Disposal System, or part thereof, is covered before being inspected by the Health Department, it shall be unred at the direction of the Health Director or his agent. CONDITIONS DISCOVERED DURING INSTALLATION MAY REQUIRE ADJUSTMENTS OF TEM DESIGN. Changes from above specifications require Health Department approval before being made.

Based on the above information, the undersigned recommends that this permit be issued.  
 Date \_\_\_\_\_ Approved \_\_\_\_\_ (Reviewing Authority)  
 Date 8/13/73 Signed MA Morchen (Sanitarian or Health Director)