



# 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** – Michael T. Blankenship and Rhonda B. Blankenship

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

**AUCTION DATE** – Wednesday, October 30<sup>th</sup>, 2024 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 Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

*1) Parcel ID #148G 6 45-48; LOTS 45, 46, 47, & 48; Instrument #180000072; Consisting of +/- 1.1937 AC*

**Address: TBD S. Amherst Hwy., Madison Heights, VA 24572**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, October 30<sup>th</sup>, 2024 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.
- 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 **\$10,000** 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 **Monday, December 16<sup>th</sup>, 2024**. 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. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. 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).

- 18) **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.
  
- 19) **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

**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
South Carolina Auction Firm License #	4208

# Aerial



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

# Aerial



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

# Contour



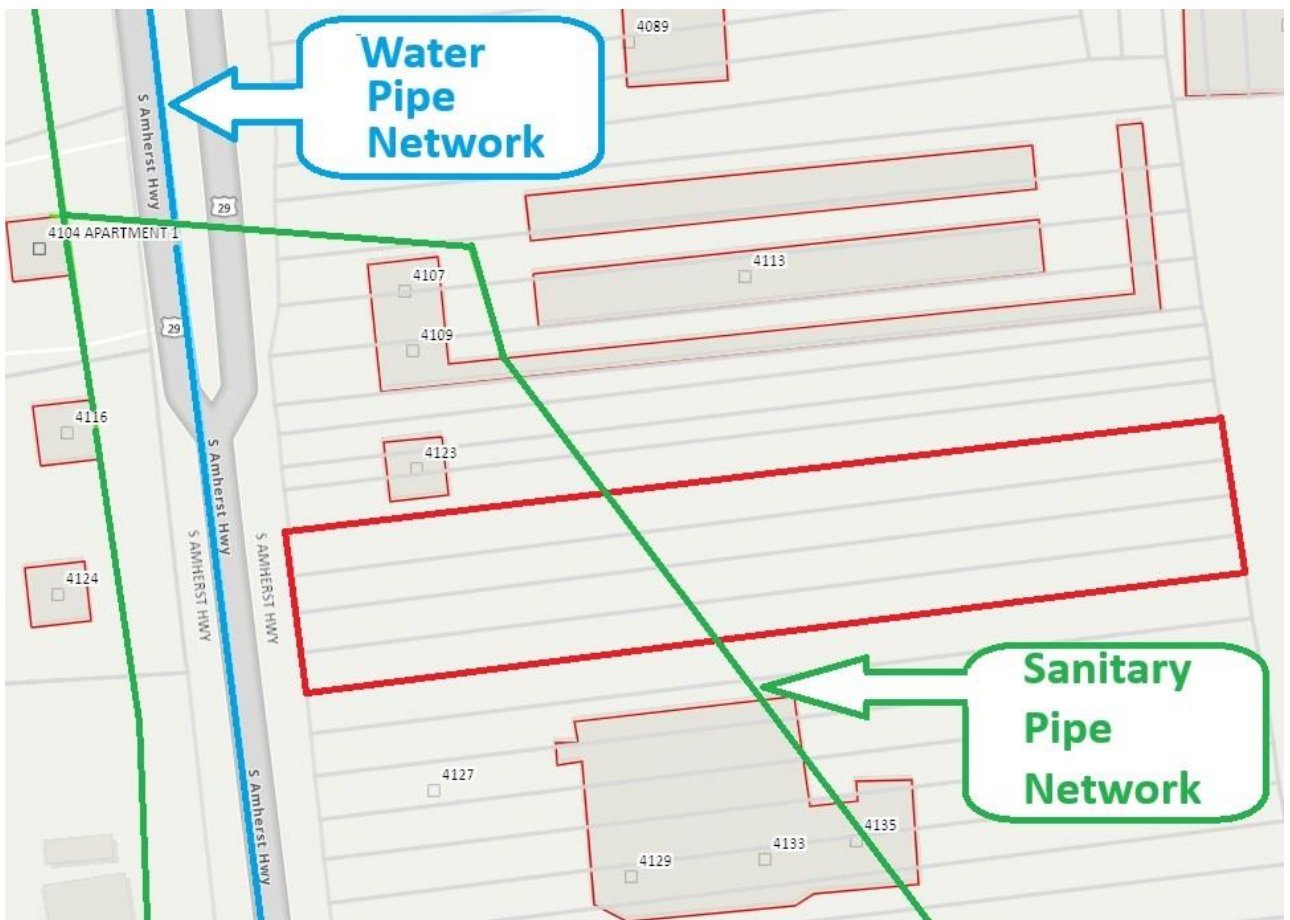
**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***





# Utility Line Map

**Auction Services**





# Neighborhood

TBD S. Amherst Hwy.,  
Madison Heights, VA 24572





# Location

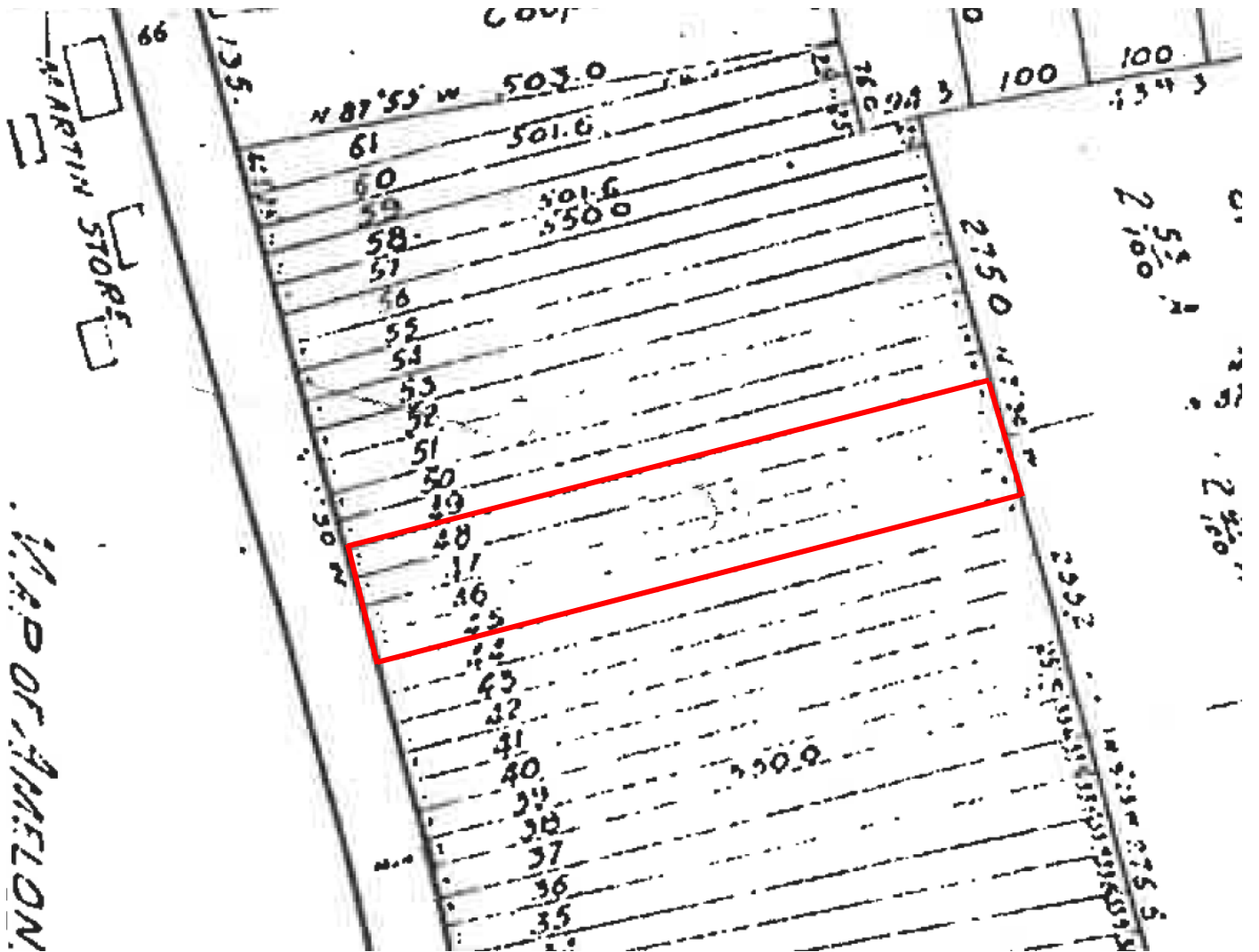
TBD S. Amherst Hwy.,  
Madison Heights, VA 24572

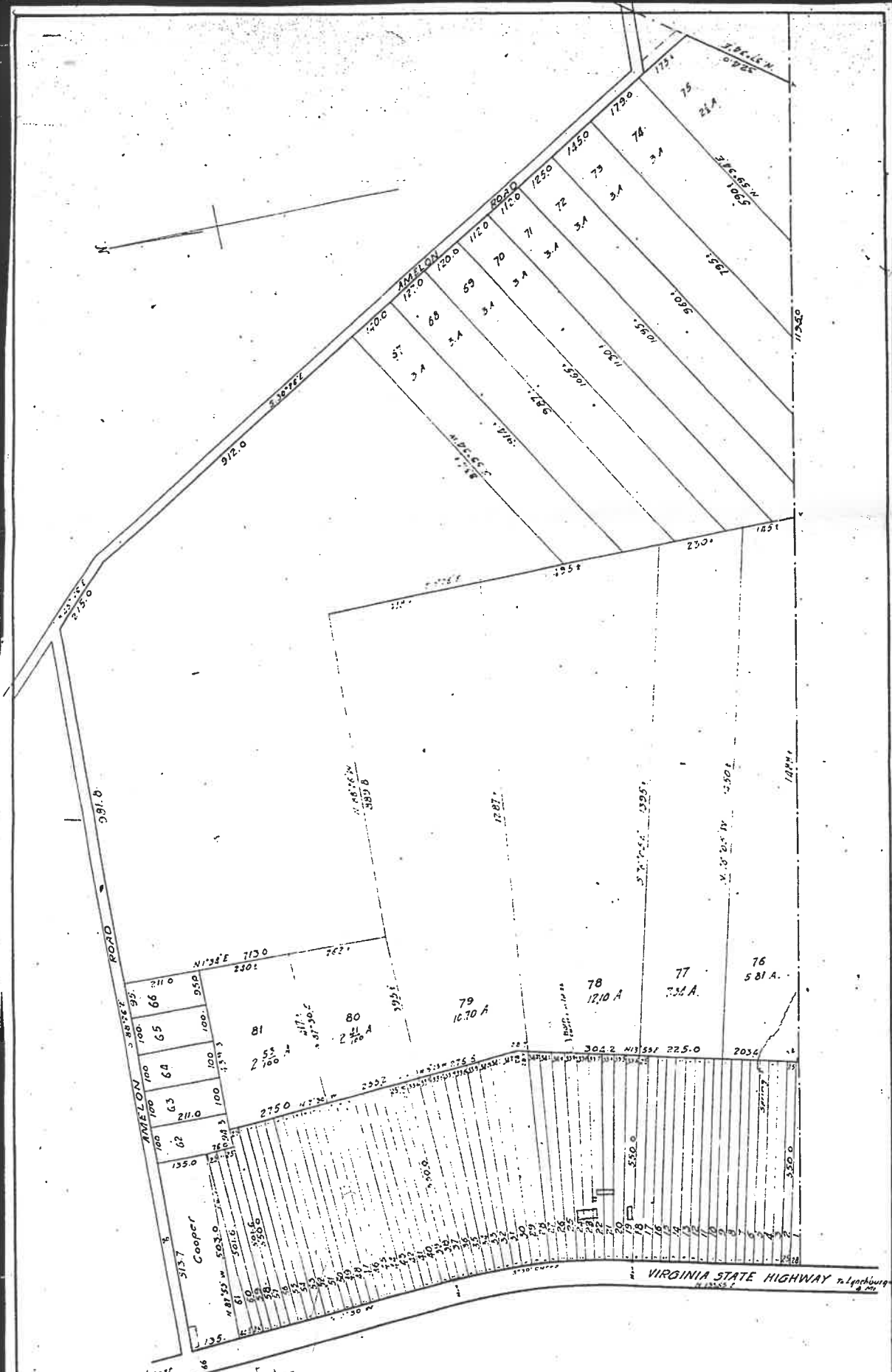




# Survey

Auction Services





MAP OF AMELTON, AMHERST COUNTY, VIRGINIA  
 PROPERTY OF CITIZENS NATIONAL BANK OF ORANGE, VA.  
 OCT 19, 1933 SCALE 1"=200'



N/A

### Parcel Information

**Parcel ID:** 148G 6 45-48      **GPIN:** N/A  
**Record #:** 10547      **Magisterial District:** EL

### Ownership Information

**Owner:** BLANKENSHIP MICHAEL T & RHONDA B      **Owner2:** N/A  
**Mailing Address:** 185 FARM DR      **Property Address:** N/A  
MONETA, VA 24121      N/A

### Assessed Value

**Year:** 1/1/2020      **Assessment Total:** \$221,000  
**Land Use Assessment:** N/A      **Assessment Land:** \$221,000  
**Total Minerals:** 0 0      **Assessment Improvements:** N/A

### Land Assessment Information

**Acreage:** 1.1937      **DB Ref:** 0  
**Class:** Commercial & Industrial      **WB Ref:** 0  
**Description 1:** LOTS 45 46 47 48      **Instrument #:** 180000072  
**Description 2:** N/A      **Plat Ref:** 0  
**Description 3:** N/A      **Recorded Date:** 01/11/2018  
**Description 4:** 148G 6 45-48      **Sale Price:** \$95,700  
**# Parcels in Sale:** 1

### Land Breakdown

Type	#Acres	Price	Adj%	Utility	Value
<b>Front:</b>	100	<b>Depth:</b> 520	<b>Area:</b>	52000	<b>Unit:</b> S
	0	0		N/A	N/A
<b>Depth Factor:</b>	0	<b>Rate:</b> 5	<b>Adj%:</b>	-0.15	
	0	0		0	



## Site

<b>Right of Way:</b> PUBLIC	<b>Water:</b> None
<b>Terrain:</b> ON	<b>Sewer:</b> None
<b>Characteristic:</b> ROLLING/SLOPING	<b>Gas:</b> N
<b>Easement:</b> PAVED	<b>Electric:</b> N
<b>Other:</b> N/A	

## Structure Information

### Exterior

<b>Foundation:</b> N/A	<b># Story:</b> 0
<b>Walls:</b> N/A	<b>Year Built:</b> N/A
<b>Roof Type:</b> N/A	<b>Age:</b> N/A
<b>Roofing:</b> N/A	<b>Condition:</b> N/A
<b># Units:</b> N/A	<b>Class:</b> N/A
<b>Dwelling #:</b> 1	<b>Zoning:</b> Business
<b>Occupancy Code:</b> Vacant Commercial	

### Interior

<b># Rooms:</b> N/A	<b># Bedrooms:</b> N/A
<b># Full Baths:</b> N/A	<b># Half Baths:</b> N/A
<b>Walls:</b> N/A	<b>Floors:</b> N/A
<b>Heat:</b> N/A	<b>Fuel:</b> N/A
<b>A/C:</b> N/A	<b>Gas Logs:</b> N/A
<b># FirePlaces:</b> N/A	<b>Stacked:</b> N/A
<b># Flues:</b> N/A	<b>Stacked:</b> N/A
<b>Inoperable:</b> N/A	<b>Metal:</b> N/A
<b>Basement:</b> None	<b>% Finished:</b> 0
<b>Finish Rate:</b> 0	<b>#Built In:</b> N/A
<b>Garage:</b> None	<b># Cars:</b> N/A
<b>Carport:</b> None	<b># Cars:</b> N/A

## Other Improvements

Description	Size (L x W or Square Feet)	Condition	Rate	Depreciation %	Total Value
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### Structure Value

<b>Structural Element</b>	<b>Value</b>
<b>Building:</b> N/A X 0	N/A
<b>Basement:</b> 0 X 15.00	N/A
<b>Finished Basement:</b> 0 X 0	N/A
<b>Plumbing:</b>	N/A
<b>Heating:</b>	N/A
<b>A/C:</b>	N/A
<b>Fireplace:</b>	N/A
<b>Flue:</b>	N/A
<b>Built in Garage:</b>	N/A
<b>Interior Improvements:</b>	N/A
<b>Extra Kitchen:</b> N/A X 5000	N/A
<b>Additions, Decks, Porches, etc:</b>	N/A
<b>Depreciation and/or Factoring:</b>	N/A

### Building Sections Square Footage

<b>Section</b>	<b>Building Type</b>	<b>Building Class</b>	<b># Stories</b>	<b>Square Ft</b>
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### Prior Record of Ownership

<b>Name and Address</b>	<b>Date Recorded</b>	<b>Deed or Will Book or Instrument #</b>	<b>Consideration</b>
WOODY JOANN C 244 LYTTLETON LN MADISON HEIGHTS VA 24572	12/22/2009	1156/521 /0 00000000	0-1
WOODY G L JR 4123 S AMHERST HWY MADISON HEIGHTS VA 24572	11/11/1952	160/194 /0 00000000	0-0





N/A

### Parcel Information

**Parcel ID:** 148G 6 45-48      **GPIN:** N/A  
**Record #:** 10547      **Magisterial District:** EL

### Ownership Information

**Owner:** BLANKENSHIP MICHAEL T & RHONDA B      **Owner2:** N/A  
**Mailing Address:** 185 FARM DR      **Property Address:** N/A  
MONETA, VA 24121      N/A

### Assessed Value

**Year:** 1/1/2020      **Assessment Total:** \$221,000  
**Land Use Assessment:** N/A      **Assessment Land:** \$221,000  
**Total Minerals:** 0 0      **Assessment Improvements:** N/A

### Land Assessment Information

**Acreage:** 1.1937      **DB Ref:** 0  
**Class:** Commercial & Industrial      **WB Ref:** 0  
**Description 1:** LOTS 45 46 47 48      **Instrument #:** 180000072  
**Description 2:** N/A      **Plat Ref:** 0  
**Description 3:** N/A      **Recorded Date:** 01/11/2018  
**Description 4:** 148G 6 45-48      **Sale Price:** \$95,700  
**# Parcels in Sale:** 1

### Land Breakdown

Type	#Acres	Price	Adj%	Utility	Value
<b>Front:</b>	100	<b>Depth:</b> 520	<b>Area:</b>	52000	<b>Unit:</b> S
	0	0		N/A	N/A
<b>Depth Factor:</b>	0	<b>Rate:</b> 5	<b>Adj%:</b>	-0.15	
	0	0		0	



## Site

<b>Right of Way:</b> PUBLIC	<b>Water:</b> None
<b>Terrain:</b> ON	<b>Sewer:</b> None
<b>Characteristic:</b> ROLLING/SLOPING	<b>Gas:</b> N
<b>Easement:</b> PAVED	<b>Electric:</b> N
<b>Other:</b> N/A	

## Structure Information

### Exterior

<b>Foundation:</b> N/A	<b># Story:</b> 0
<b>Walls:</b> N/A	<b>Year Built:</b> N/A
<b>Roof Type:</b> N/A	<b>Age:</b> N/A
<b>Roofing:</b> N/A	<b>Condition:</b> N/A
<b># Units:</b> N/A	<b>Class:</b> N/A
<b>Dwelling #:</b> 1	<b>Zoning:</b> Business
<b>Occupancy Code:</b> Vacant Commercial	

### Interior

<b># Rooms:</b> N/A	<b># Bedrooms:</b> N/A
<b># Full Baths:</b> N/A	<b># Half Baths:</b> N/A
<b>Walls:</b> N/A	<b>Floors:</b> N/A
<b>Heat:</b> N/A	<b>Fuel:</b> N/A
<b>A/C:</b> N/A	<b>Gas Logs:</b> N/A
<b># FirePlaces:</b> N/A	<b>Stacked:</b> N/A
<b># Flues:</b> N/A	<b>Stacked:</b> N/A
<b>Inoperable:</b> N/A	<b>Metal:</b> N/A
<b>Basement:</b> None	<b>% Finished:</b> 0
<b>Finish Rate:</b> 0	<b>#Built In:</b> N/A
<b>Garage:</b> None	<b># Cars:</b> N/A
<b>Carport:</b> None	<b># Cars:</b> N/A

## Other Improvements

Description	Size (L x W or Square Feet)	Condition	Rate	Depreciation %	Total Value
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### Structure Value

<b>Structural Element</b>	<b>Value</b>
<b>Building:</b> N/A X 0	N/A
<b>Basement:</b> 0 X 15.00	N/A
<b>Finished Basement:</b> 0 X 0	N/A
<b>Plumbing:</b>	N/A
<b>Heating:</b>	N/A
<b>A/C:</b>	N/A
<b>Fireplace:</b>	N/A
<b>Flue:</b>	N/A
<b>Built in Garage:</b>	N/A
<b>Interior Improvements:</b>	N/A
<b>Extra Kitchen:</b> N/A X 5000	N/A
<b>Additions, Decks, Porches, etc:</b>	N/A
<b>Depreciation and/or Factoring:</b>	N/A

### Building Sections Square Footage

<b>Section</b>	<b>Building Type</b>	<b>Building Class</b>	<b># Stories</b>	<b>Square Ft</b>
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### Prior Record of Ownership

<b>Name and Address</b>	<b>Date Recorded</b>	<b>Deed or Will Book or Instrument #</b>	<b>Consideration</b>
WOODY JOANN C 244 LYTTLETON LN MADISON HEIGHTS VA 24572	12/22/2009	1156/521 /0 00000000	0-1
WOODY G L JR 4123 S AMHERST HWY MADISON HEIGHTS VA 24572	11/11/1952	160/194 /0 00000000	0-0



N/A

### Parcel Information

**Parcel ID:** 148G 6 45-48      **GPIN:** N/A  
**Record #:** 10547      **Magisterial District:** EL

### Ownership Information

**Owner:** BLANKENSHIP MICHAEL T & RHONDA B      **Owner2:** N/A  
**Mailing Address:** 185 FARM DR      **Property Address:** N/A  
MONETA, VA 24121      N/A

### Assessed Value

**Year:** 1/1/2020      **Assessment Total:** \$221,000  
**Land Use Assessment:** N/A      **Assessment Land:** \$221,000  
**Total Minerals:** 0 0      **Assessment Improvements:** N/A

### Land Assessment Information

**Acreage:** 1.1937      **DB Ref:** 0  
**Class:** Commercial & Industrial      **WB Ref:** 0  
**Description 1:** LOTS 45 46 47 48      **Instrument #:** 180000072  
**Description 2:** N/A      **Plat Ref:** 0  
**Description 3:** N/A      **Recorded Date:** 01/11/2018  
**Description 4:** 148G 6 45-48      **Sale Price:** \$95,700  
**# Parcels in Sale:** 1

### Land Breakdown

Type	#Acres	Price	Adj%	Utility	Value
<b>Front:</b>	100	<b>Depth:</b> 520	<b>Area:</b>	52000	<b>Unit:</b> S
	0	0		N/A	N/A
<b>Depth Factor:</b>	0	<b>Rate:</b> 5	<b>Adj%:</b>	-0.15	
	0	0		0	



## Site

**Right of Way:** PUBLIC  
**Terrain:** ON  
**Characteristic:** ROLLING/SLOPING  
**Easement:** PAVED  
**Other:** N/A  
**Water:** None  
**Sewer:** None  
**Gas:** N  
**Electric:** N

## Structure Information

### Exterior

**Foundation:** N/A  
**Walls:** N/A  
**Roof Type:** N/A  
**Roofing:** N/A  
**# Units:** N/A  
**Dwelling #:** 1  
**Occupancy Code:** Vacant Commercial  
**# Story:** 0  
**Year Built:** N/A  
**Age:** N/A  
**Condition:** N/A  
**Class:** N/A  
**Zoning:** Business

### Interior

**# Rooms:** N/A  
**# Full Baths:** N/A  
**Walls:** N/A  
**Heat:** N/A  
**A/C:** N/A  
**# FirePlaces:** N/A  
**# Flues:** N/A  
**Inoperable:** N/A  
**Basement:** None  
**Finish Rate:** 0  
**Garage:** None  
**Carport:** None  
**# Bedrooms:** N/A  
**# Half Baths:** N/A  
**Floors:** N/A  
**Fuel:** N/A  
**Gas Logs:** N/A  
**Stacked:** N/A  
**Stacked:** N/A  
**Metal:** N/A  
**% Finished:** 0  
**#Built In:** N/A  
**# Cars:** N/A  
**# Cars:** N/A

## Other Improvements

Description	Size (L x W or Square Feet)	Condition	Rate	Depreciation %	Total Value
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### Structure Value

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<b>A/C:</b>	N/A
<b>Fireplace:</b>	N/A
<b>Flue:</b>	N/A
<b>Built in Garage:</b>	N/A
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<b>Section</b>	<b>Building Type</b>	<b>Building Class</b>	<b># Stories</b>	<b>Square Ft</b>
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WOODY G L JR 4123 S AMHERST HWY MADISON HEIGHTS VA 24572	11/11/1952	160/194 /0 00000000	0-0



N/A

### Parcel Information

**Parcel ID:** 148G 6 45-48      **GPIN:** N/A  
**Record #:** 10547      **Magisterial District:** EL

### Ownership Information

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	0	0		0	



## Site

<b>Right of Way:</b> PUBLIC	<b>Water:</b> None
<b>Terrain:</b> ON	<b>Sewer:</b> None
<b>Characteristic:</b> ROLLING/SLOPING	<b>Gas:</b> N
<b>Easement:</b> PAVED	<b>Electric:</b> N
<b>Other:</b> N/A	

## Structure Information

### Exterior

<b>Foundation:</b> N/A	<b># Story:</b> 0
<b>Walls:</b> N/A	<b>Year Built:</b> N/A
<b>Roof Type:</b> N/A	<b>Age:</b> N/A
<b>Roofing:</b> N/A	<b>Condition:</b> N/A
<b># Units:</b> N/A	<b>Class:</b> N/A
<b>Dwelling #:</b> 1	<b>Zoning:</b> Business
<b>Occupancy Code:</b> Vacant Commercial	

### Interior

<b># Rooms:</b> N/A	<b># Bedrooms:</b> N/A
<b># Full Baths:</b> N/A	<b># Half Baths:</b> N/A
<b>Walls:</b> N/A	<b>Floors:</b> N/A
<b>Heat:</b> N/A	<b>Fuel:</b> N/A
<b>A/C:</b> N/A	<b>Gas Logs:</b> N/A
<b># FirePlaces:</b> N/A	<b>Stacked:</b> N/A
<b># Flues:</b> N/A	<b>Stacked:</b> N/A
<b>Inoperable:</b> N/A	<b>Metal:</b> N/A
<b>Basement:</b> None	<b>% Finished:</b> 0
<b>Finish Rate:</b> 0	<b>#Built In:</b> N/A
<b>Garage:</b> None	<b># Cars:</b> N/A
<b>Carport:</b> None	<b># Cars:</b> N/A

## Other Improvements

Description	Size (L x W or Square Feet)	Condition	Rate	Depreciation %	Total Value
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### Structure Value

<b>Structural Element</b>	<b>Value</b>
<b>Building:</b> N/A X 0	N/A
<b>Basement:</b> 0 X 15.00	N/A
<b>Finished Basement:</b> 0 X 0	N/A
<b>Plumbing:</b>	N/A
<b>Heating:</b>	N/A
<b>A/C:</b>	N/A
<b>Fireplace:</b>	N/A
<b>Flue:</b>	N/A
<b>Built in Garage:</b>	N/A
<b>Interior Improvements:</b>	N/A
<b>Extra Kitchen:</b> N/A X 5000	N/A
<b>Additions, Decks, Porches, etc:</b>	N/A
<b>Depreciation and/or Factoring:</b>	N/A

### Building Sections Square Footage

<b>Section</b>	<b>Building Type</b>	<b>Building Class</b>	<b># Stories</b>	<b>Square Ft</b>
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### Prior Record of Ownership

<b>Name and Address</b>	<b>Date Recorded</b>	<b>Deed or Will Book or Instrument #</b>	<b>Consideration</b>
WOODY JOANN C 244 LYTTLETON LN MADISON HEIGHTS VA 24572	12/22/2009	1156/521 /0 00000000	0-1
WOODY G L JR 4123 S AMHERST HWY MADISON HEIGHTS VA 24572	11/11/1952	160/194 /0 00000000	0-0

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## 707. General Commercial District B-2.

*707.01. Intent of General Commercial District B-2.* This district covers those areas intended for the conduct of any retail, service or contracting business, for siting of public facilities, and for other similar uses as determined by the zoning administrator. Uses requiring extended hours of operation and generating high volumes of traffic are permitted in this district. The permitted and special exception uses identified in subsection 707.02 and 707.03 may not be listed in alphabetical order.

*707.02 Permitted uses.* Within the General Commercial District B-2, the following uses are permitted:

1. Accessory buildings and uses as provided in Section 901;
2. Banks and savings and loan institutions;
3. Clinics and medical offices;
4. Clubs and lodges, fraternal, civic and patriotic;
5. Drug stores and other establishments for the filling of prescriptions and sale of pharmaceutical and similar supplies;
6. Emergency services;
7. Food stores;
8. General convenience stores;
9. Professional office buildings;
10. Public utilities such as poles, lines, transformers, pipes, meters and related or similar facilities; water sewer distribution lines;
11. Retail nurseries and greenhouses;
12. Retail service stores such as bakeries, barber shops, beauty parlors, shoe shops, self-service laundries, and establishments for receiving and distributing articles for laundering, drying and dry cleaning;
13. Signs as provided in Section 907;
14. U.S. post offices;
15. Antique and gift shops;
16. Automobile service stations as provided in Section 902;
17. Cemeteries as provided in section 1207.04;
18. Churches, manses, parish houses and adjacent cemeteries;
19. Day care centers;
20. Garages, public;
21. Hardware stores;
22. Motels, motor hotels and motor inns;
23. Restaurants;
24. Retail stores and shops;
25. Schools;
26. School support facilities;

- 
27. Shopping center, subject to restrictions of Section 909;
  28. Shopping complex;
  29. Single-family dwelling and a retail sales and/or service store within the same main structure;
  30. Telephone repeater substations, with no external antennas;
  31. Car wash, provided that a paved area shall be located on the same lot for the storage of vehicles awaiting entrance to the washing process;
  32. Bakeries employing not more than ten (10) persons other than clerks and vehicle drivers;
  33. Cabinet making shops;
  34. Catering establishments;
  35. Cold storage plants and frozen food lockers not including lard rendering and abattoirs;
  36. Dry cleaning plants;
  37. Funeral homes;
  38. Furniture stores;
  39. Printing plants and newspaper offices;
  40. Radio and TV offices and studios;
  41. Retail automotive parts stores;
  42. Satellite dish antenna sales and service establishments;
  43. Theaters, indoor;
  44. Wholesale and jobbing establishments, with all material stored entirely in buildings enclosed on all sides or screened in accordance with Section 1607;
  45. Bowling alleys, roller skating and ice skating rinks, billiard parlors, pool rooms, dance halls, game rooms, pinball parlors, electronic game centers, golf driving ranges and similar forms of amusement;
  46. Call centers;
  47. Colleges;
  48. Community centers;
  49. Contractor facilities and storage yards and establishments for installation and servicing the following: air conditioning, electrical service, flooring, heating, interior decorating, painting, plumbing, roofing, steel erection, tiling or ventilating with all material stored entirely in buildings enclosed on all sides or screened in accordance with Section 1607;
  50. Dormitories;
  51. Excavation contractor's facilities and yards for storage of equipment intended for off-site use;
  52. Feed and seed stores;
  53. Golf driving range;
  54. Governmental facilities;
  55. Kennels;

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56. Light manufacturing, processing or packaging of products provided all operations are conducted in a building which shall not have any opening other than a stationary window within one hundred (100) feet of a residential, or public lands district; shall not store or otherwise maintain any parts or waste material outside such building unless such parts or waste material are screened in accordance with Section 1607; and shall not create conditions of smoke, fumes, noise, odor or dust detrimental to health, safety or general welfare of the community; and shall be permanently screened from adjoining residential lots and districts by a wall, fence, evergreen hedge and/or other suitable enclosure of a minimum height of seven (7) feet at the original elevation of the property line;
  57. Pest exterminating businesses;
  58. Public utilities: public water and sewer transmission lines, treatment facilities, and pumping stations; electrical power transmission lines and substations; oil and gas transmission pipelines and pumping stations; microwave and radio wave transmission and relay towers and substations; telephone exchange centers, offices, equipment storage, dispatch centers and warehouse facilities;
  59. Radio and TV transmission towers which are set back from any lot line at a distance equal to the maximum height of the tower above ground level;
  60. Radio and TV transmitters;
  61. Sign manufacturing;
  62. Truck stop;
  63. Veterinary hospitals and clinics;
  64. Libraries;
  65. Public utilities;
  66. Public streets;
  67. Personal wireless service facilities as provided in Section 919;
  68. Short-term tourist rental of dwelling as provided in Section 916;
  69. Breweries;
  70. Use, temporary;
  71. Museums;
  72. Warehousing and distribution facilities, with all material stored entirely in buildings enclosed on all sides or screened in accordance with Section 1607;
  73. Automobile sales subject to landscaping requirements in Section 1607;
  74. Travel trailer sales;
  75. Tattoo establishments;
  76. Marine sales and service. All service operations shall be conducted in a building. Openings in all buildings shall be located a minimum of one hundred (100) feet from a residential, agricultural, or public lands district. Parts or waste material shall not be stored outside the building;
  77. Solar generation facilities, small;
  78. Food trucks, trailers and or carts as provided in Section 924, provided that the food truck (trailer and/or cart) does not remain on the property for longer than seventy-two (72) consecutive hours;

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79. Retail sale of self-storage and or accessory structures subject to all landscaping requirements in section 1605;
  80. Storm-water facility lots as provided in section 1207.04;
  81. Any other use which the planning director determines is consistent with the statement of intent for this district and is of the same general character as permitted uses in this district.

*707.03. Special Exceptions (General Commercial District—B-2 zone).*

1. Bulk storage and sale of sand, gravel and rock;
2. Building and excavating contractor facilities with outside storage;
3. Building materials dealer, not including handling of bulk materials such as sand and gravel;
4. Machinery sales and services;
5. Arenas, auditoriums or stadiums;
6. Automotive repair garage, mechanical and body, provided all operations are conducted in a building which shall not have any opening other than a stationary window within one hundred (100) feet of a residential or public lands district and which shall not store or otherwise maintain any parts or waste material outside such building unless such parts or waste material are screened in accordance with Section 1607;
7. Tire recapping, provided all operations are conducted in a building which shall not have any opening other than a stationary window within one hundred (100) feet of a residential, agricultural or school district and which shall not store or otherwise maintain any parts or waste material outside such building;
8. Adult entertainment establishments in accordance with Section 915;
9. Auction house;
10. Display of and sale of wholesale and retail modular homes;
11. Small wind energy systems as provided in Section 918;
12. Substance abuse treatment facility;
13. Above ground liquefied petroleum gas containers between one hundred twenty-five (125) gallons water capacity and two thousand (2,000) gallons water capacity, provided there is a distance of three (3) feet between other liquefied petroleum gas containers. Liquefied petroleum gas containers shall be set back twenty-five (25) feet from roads and lot lines of adjoining properties and fifty (50) feet from all structures and installed in a manner to reduce exposure and proximity to vehicular traffic. The board of supervisors may impose greater setbacks if above ground liquefied petroleum gas containers are located in close proximity to the following non-exhaustive list of land uses: dwellings, schools, churches, government facilities, or other uses in which higher densities of people gather. The board of supervisors may provide for a reduction in setbacks if engineered provisions are made for blast containment. All requirements shall be in accordance with Section 4-27, as amended;
14. Off-site directional signs compliant with the requirements of Section 907.04;
15. Pawnbrokers;
16. Oil and gas exploration, extraction and production, provided the entity conducting these activities complies with Chapter 22.1 of Title 45.1 (Code of Virginia, § 45.1-361.1 et seq.), and adheres to the oil and gas rules and regulations promulgated by the Virginia Department of Labor and Industry;
17. Personal wireless service facilities as provided in Section 919;

- 
18. Substance abuse treatment clinic;
  19. Truck business;
  20. Dual use structure limited to a single-family dwelling use and a business use;
  21. On-site directional signs greater than 18" in width and/or 42" in height;
  22. Self-service mini-storage and warehouse facilities; and
  23. Any other use which the zoning administrator determines is consistent with the statement of intent for this district and is of the same general character as special exception uses in this district.

*707.04. Site Plan.* Before a building and zoning permit shall be issued for any use in the General Commercial District B-2, a site plan of the proposed development shall be approved by the commission or the zoning administrator, whichever is applicable, in conformance with Section 1003 and Article XI herein.

(Ord. of 8-20-02(2); Ord. of 11-19-02; Ord. of 10-17-06(4); Ord. of 7-17-07(3); Ord. of 7-15-08(1); Ord. of 9-16-08; Ord. of 4-21-09(1); Ord. of 12-1-09; Ord. of 1-19-10; Ord. of 3-16-10(3); Ord. of 3-16-10(4); Ord. of 12-21-10, § 2; Ord. No. 2011-0007, § 2, 1-17-12; Ord. No. 2012-0001, § 2, 3-20-12; Ord. No. 2013-0012, § 1, 10-15-13; Ord. No. 2014-0007, § 2, 5-20-14; Ord. No. 2014-0009, § 3, 5-20-14; Ord. No. 2015-0011, § 2, 11-17-15; Ord. No. 2016-0004, § 1, 4-19-16; Ord. No. 2019-0001, § 1, 3-19-19; Ord. No. 2020-0003, § 1, 8-18-20; Ord. No. 2020-0012, § 1, 10-6-20; Ord. No. 2021-0004, § 1, 5-18-21; Ord. No. 2021-0009, § 1, 12-21-21; Ord. No. 2022-0009, § 1, 8-16-22; Ord. No. 2024-3, 6-18-24)

PSID #: \_\_\_\_\_

Project Name: \_\_\_\_\_

Location #: \_\_\_\_\_

Representative Name: \_\_\_\_\_

# Commercial Natural Gas Load Form - Construction

(All fields are mandatory. Completing the entire form will expedite your project.)

## Project Information

Business Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Type of Business \_\_\_\_\_

Business Hours of Operation \_\_\_\_\_ Square footage of building \_\_\_\_\_

## Billing Information

Company Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Contact Name & Title \_\_\_\_\_

Primary Phone  cell  landline  business \_\_\_\_\_ Secondary Phone  cell  landline  business \_\_\_\_\_

Email Address \_\_\_\_\_

## Site Contact

Name & Title \_\_\_\_\_

Primary Phone  cell  landline  business \_\_\_\_\_ Secondary Phone  cell  landline  business \_\_\_\_\_

Email Address \_\_\_\_\_

## Gas Installation Information

Delivery pressure\* Elevated pressure requests must be approved by the Columbia Gas Engineering Department.

7" w.c. (standard delivery pressure)  2 psi  Other \_\_\_\_\_

Approximate length of service line \_\_\_\_\_ Gas Need date \_\_\_\_\_ Anticipated Site Ready Date \_\_\_\_\_

\*If either the load or pressure requirements change after being submitted to Columbia Gas of Ohio, please contact us to ensure the required pressure is available, and that we resize our facilities to meet your natural gas needs.

## Gas Equipment & Load Information

	QTY	BTU's
Heating:		
Water Heating:		
Cooking:		
Drying:		
Lights:		
Logs/Fireplace:		
Grills:		
Pool Heater:		
Generator:		
Other:		
Other:		
Other:		

**Please return this completed form with your construction plans.**

180000072

RETURN TO:  
ADVANTAGE TITLE & CLOSING, LLC  
628 MAIN ST., 15th FLOOR  
LYNCHBURG, VA 24504

This Deed was prepared without the benefit of title examination by Seth E. Twery, P.C. - VSB #20031  
715 Court St., Second Floor  
Lynchburg, VA 24504  
www.sethtwery.com  
Tax ID No. 148G-6-45-48  
Company providing title insurance: Unknown

Consideration: \$ 95,700.00  
Assessed Value: \$ 221,000.00

This DEED, made this 4th day of January, 2018, by and between JOANN C. WOODY, party of the first part, GRANTOR; and MICHAEL T. BLANKENSHIP and RHONDA B. BLANKENSHIP, husband and wife, parties of the second part, 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, the party of the first part hereby grants, sells, and conveys to the parties of the second part with General Warranty and English Covenants of Title, as tenants by the entirety with rights of survivorship as at common law, the following described real estate located in the County of Amherst, Virginia, to wit:

All those certain lots or parcels of ground, together with any buildings and improvements thereon and the privileges and appurtenances thereunto belonging, fronting on the east side of U.S. Highway No. 29, about four miles north of the City of Lynchburg, designated Lots Nos. 45, 46, 47 and 48 on the map entitled "MAP OF AMELON, AMHERST COUNTY, VIRGINIA, PROPERTY OF CITIZENS NATIONAL BANK OF ORANGE, VIRGINIA", made November 19, 1933, by H.G. Garland, C.E., which map is attached to and recorded as part of the deed from said Citizens National Bank of Orange, Virginia, to L.J. Keats et al, dated November 20, 1933, and recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia, in Deed Book 105, page 409, and also in Plat Book B, page 53.



It being the same property conveyed unto G.L. Woody, Jr., by Deed dated January 22, 1952, of record in the Office of the Clerk, Circuit Court, County of Amherst, Virginia, in Deed Book 160, at page 194.

The said G.L. Woody, Jr., a/k/a George L. Woody, Jr. died intestate on July 2, 1997 and by Affidavit dated December 17, 2009, recorded in the aforesaid Clerk's Office in Deed Book 1156, at pages 521-523. Joann C. Woody was established as his sole heir at law.

The property hereby conveyed is conveyed subject to all valid and existing conditions, easements, reservations and restrictions heretofore imposed upon said property by recorded deed or plat and now binding thereon.

WITNESS the following seal and signature:

Joann C Woody (SEAL)  
JOANN C. WOODY

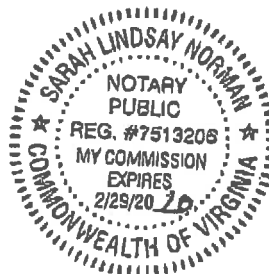
STATE OF VA  
CITY/COUNTY of Lynchburg to-wit:

I, Sarah Norman, a Notary Public of the State of VA, at large, do hereby certify that JOANN C. WOODY, whose name is signed to the writing above bearing date on the 4<sup>th</sup> day of January, 2018, has acknowledged the same before me in my State aforesaid.

Given under my hand this 8 day of January, 2018.

[Signature]  
Notary Public

My commission expires: 02/29/20  
My registration no.: 7513206



INSTRUMENT 18000072  
RECORDED IN THE CLERK'S OFFICE OF  
AMHERST CIRCUIT COURT ON  
January 11, 2018 AT 12:22 PM  
\$221.00 GRANTOR TAX WAS PAID AS  
REQUIRED BY SEC 58.1-802 OF THE VA. CODE  
STATE: \$110.50 LOCAL: \$110.50  
DEBORAH C. MOZINGO, CLERK  
RECORDED BY: AMR



## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 30<sup>th</sup> 2024, between Michael T. Blankenship and Rhonda B. Blankenship owner 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 Amherst, Virginia, and described as:

- 1. Parcel ID #148G 6 45-48; LOTS 45, 46, 47, 48; Instrument #180000072; Consisting of +/- 1.1937 AC

**Address: TBD S. Amherst Hwy., Madison Heights, VA 24572**

**2. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: \_\_\_\_\_

\_\_\_\_\_ (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 \$10,000 (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 December 16<sup>th</sup> 2024 ("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.

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

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

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 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

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

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

contract. If the required disclosures are unavailable on the date of ratification, Seller shall 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.

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

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

(f) **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.

## 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

Seller’s Initials \_\_\_\_\_

Purchaser’s Initials \_\_\_\_\_

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.

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

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

(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.

(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.

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Michael T. Blankenship

Date

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Rhonda B. Blankenship

Date

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Purchaser Name

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Address

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Phone #

Email

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(Purchaser signature)

Date

---

Purchaser Name

---

Address

---

Phone #

Email

---

(Purchaser signature)

Date

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

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