PROPERTY DATA SHEET

1471 Poplar Camp Rd., Ferrum, VA 24088

PROPERTY INFORMATION	
Property Address	1471 Poplar Camp Rd., Ferrum, VA 24088
Acreage	+/- 19 Acres
Tax Map #	4919-()-5-C
Instrument #	25-1052
Property Type	Wooded acreage with cabin
Topography	Rolling
Road	Paved public road to access point; property accessed by private 30' right of way
Access	30' right of way extending from Poplar Camp Rd.; not state maintained
2026 Assessed Land Value	$51,300
2026 Other Improvements Value	$5,000
2026 Total Assessed Value	$56,300
Land Classification	19.00 acres woodland
CABIN INFORMATION	
General Floor Plan	Main Level: 768 sq. ft. | Loft: 288 sq. ft. | Total: 1,056 sq. ft.
Layout	Living Room, Dining Area, Kitchen, Bathroom, Utility Room, Loft Bedroom
Features	Fireplace, covered porch, loft bedroom
County Record	Cabin listed as an other feature; county record does not show heated square footage
AUCTION INFORMATION	
Auction Type	Online-Only Seller Confirmation Auction
Bidding Closes	Wednesday, December 9, 2026 at 3:00 PM EST
Buyer's Premium	10%
Earnest Money Deposit	$5,000 non-refundable deposit
Closing	On or before Monday, January 25, 2027
Deed	General Warranty Deed
Possession	At closing, upon payment in full and transfer of title
Survey	Seller will not provide an additional survey; buyer may obtain one at buyer's expense
Easements	Subject to any and all easements of record, including the 30' access right of way
Sale Condition	Property sold "As-Is, Where-Is" with no warranties expressed or implied
Soft Close	Any bid in the final 2 minutes extends bidding by 2 minutes

Note: Information is taken from the bidder packet, county property record, floor plan, deed, and survey included therein. Buyers should verify all information to their satisfaction.

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 – Merriman 235, LLC

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

AUCTION DATE – Wednesday, December 9th, 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:

Consisting of +/- 19 acres & improvements; Tax Map # 4919-()-5-C; Instrument # 25-1052

Address: 1471 Poplar Camp Rd., Ferrum, VA 24088

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, December 9th, 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.** Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.

3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).

4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.

5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.

6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid $100,000 + 10% buyer's premium = total purchase price of $110,000).

7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

8) **Earnest Money Deposit:** A **$5,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to 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, January 25th, 2027**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.

10) **Easements:** The sale of the property is subject to any and all easements of record.

11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.

12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.

13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).

14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.

15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.

17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Virginia auction code: 18 VAC 25-21-120 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.

20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

21) **Other:** Property is accessed by 30' right of way extended from poplar camp road. Not state maintained.

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

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414
Alabama Auctioneer License #	5700

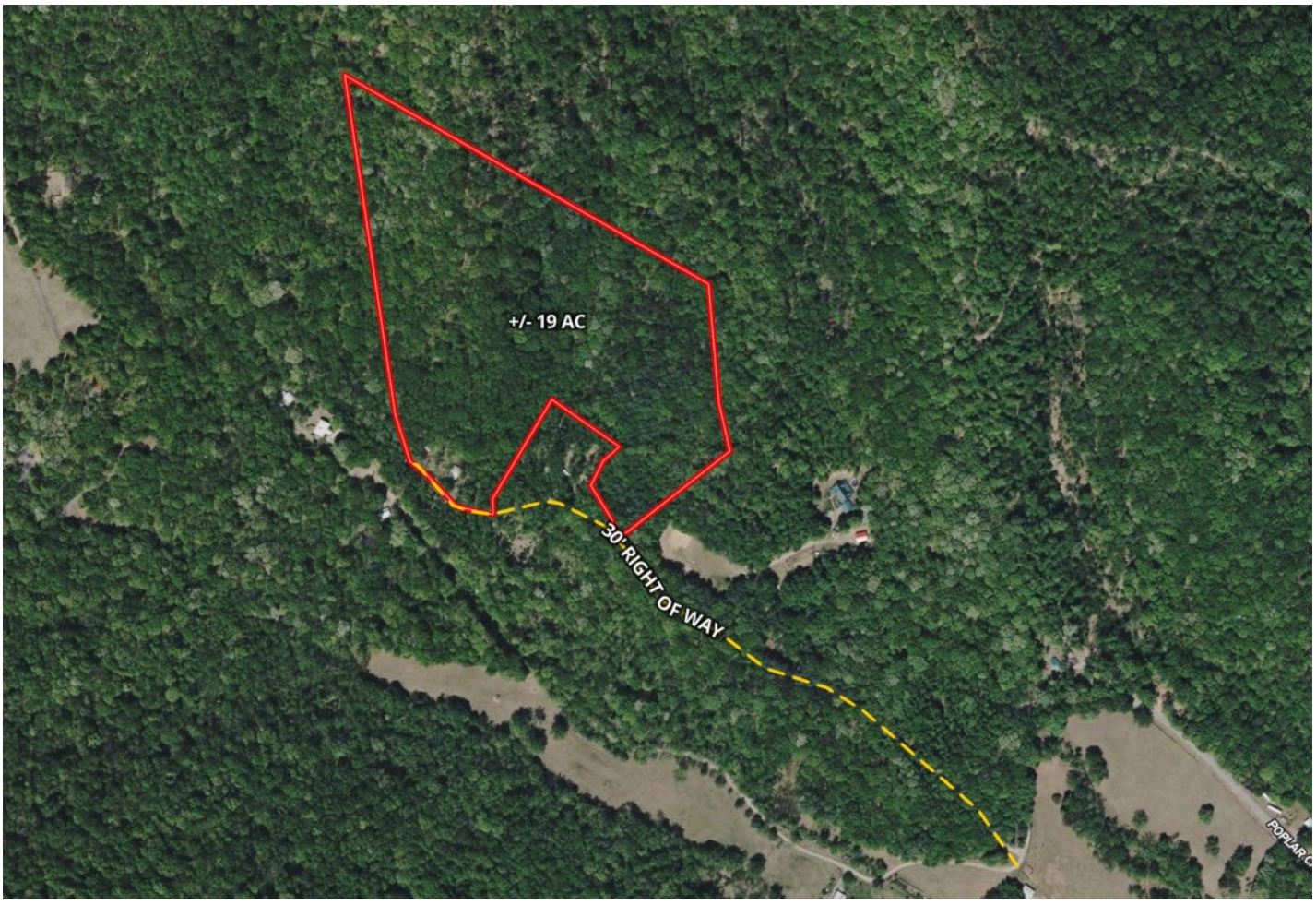
Firm State License #'s

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

United Country Real Estate

Auction Services

Aerial

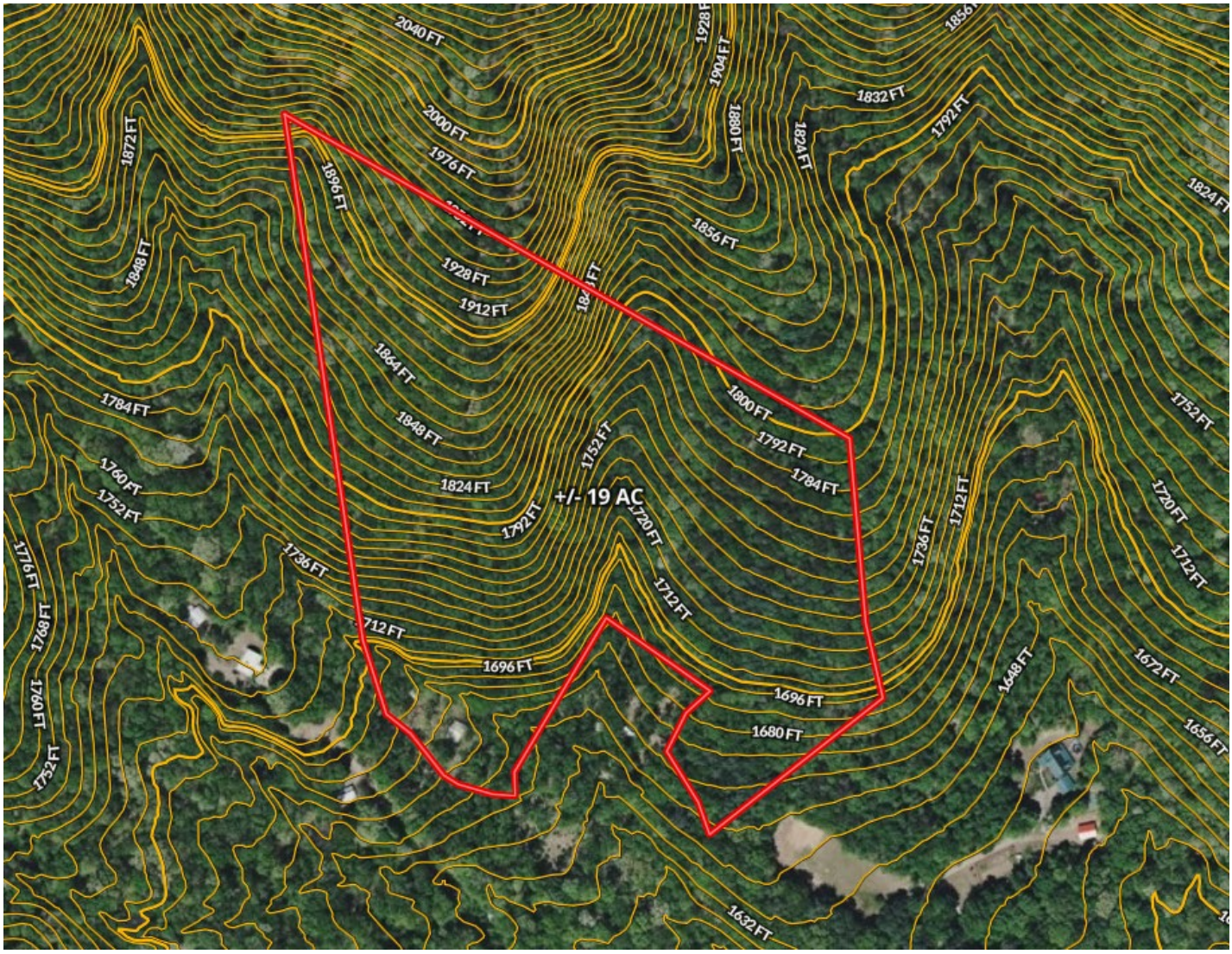


** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. **

United Country Real Estate

Auction Services

Contour



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

United Country Real Estate

Auction Services

Neighborhood

1471 Poplar Camp Rd., Ferrum, VA 24088

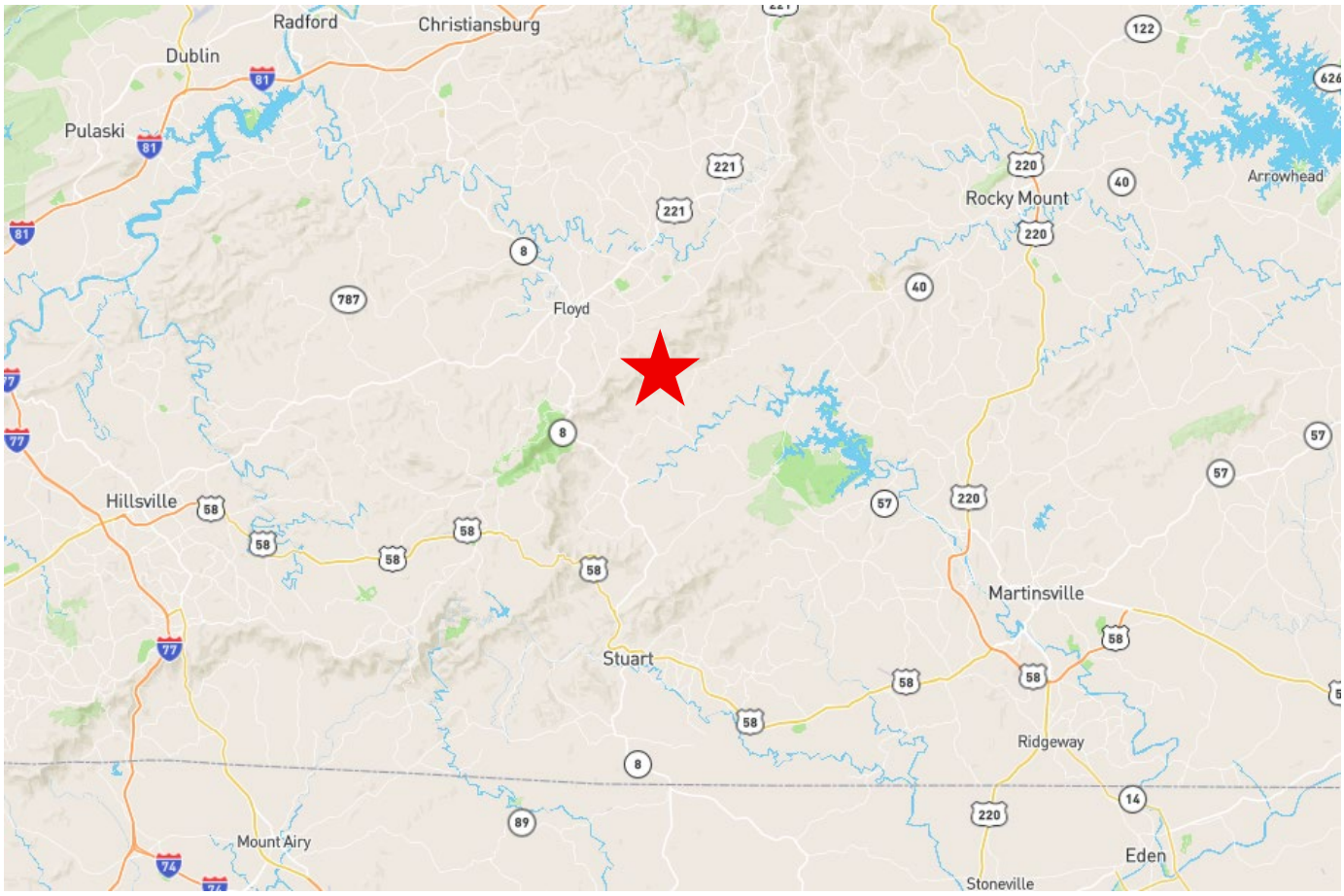


United Country Real Estate

Auction Services

Location

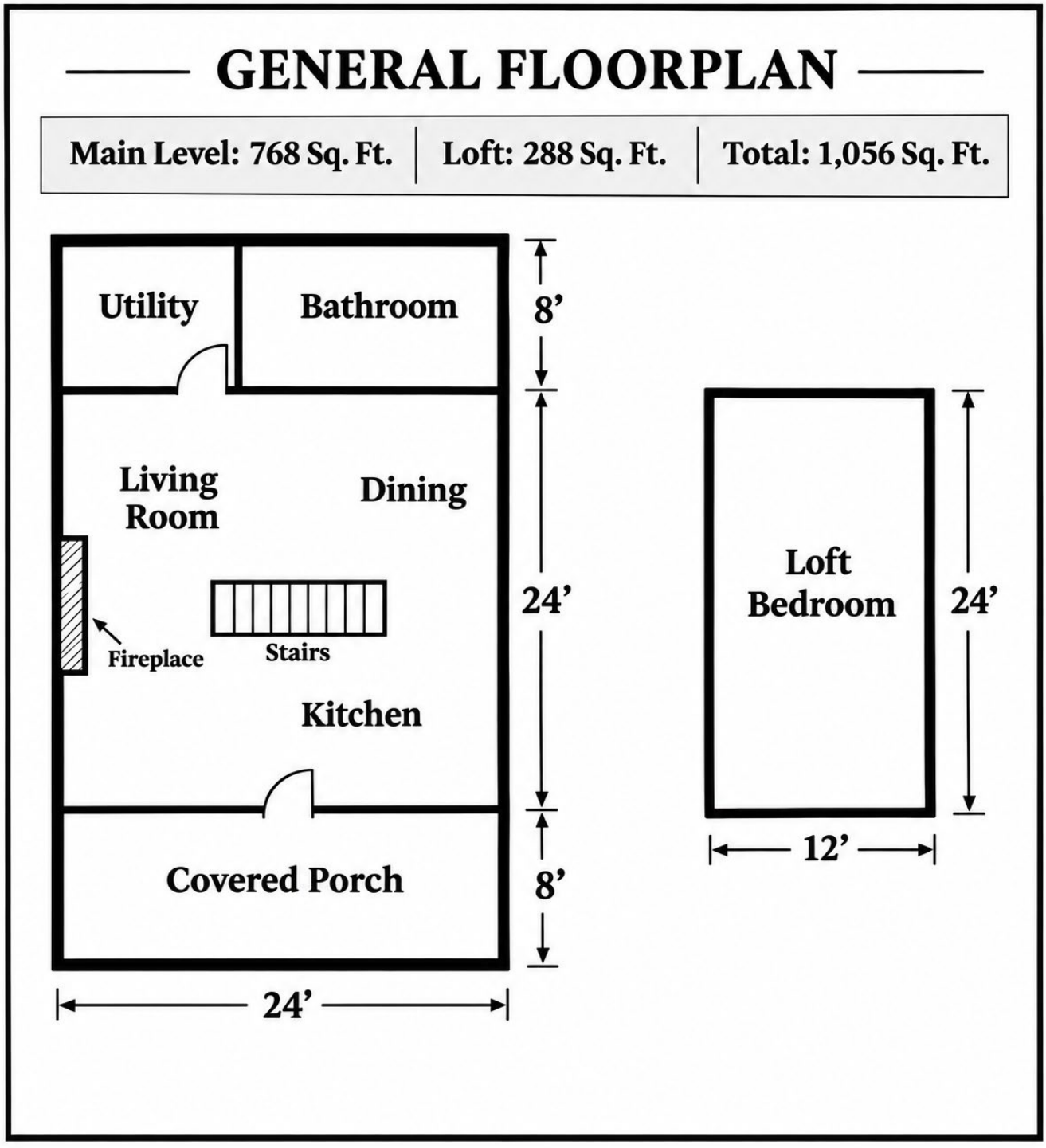
1471 Poplar Camp Rd., Ferrum, VA 24088



United Country Real Estate

Auction Services

Floor Plan



235 MERRIMAN LANE
MONETA, VA 24121

P5 4919-()--5-C
POPLAR CAMP ROAD
POPLAR CAMP
PL:21-1600 I#25-1052
TR FR RICHARD SAMUEL HARRIS III
I#25-1052

Topo:	ROLLING
Utilities:	
Zoning:	
Street:	PAVED

Sales

Date:	U 06/18/2025	Tracts:	1
Price:	$175,000.00		
DB/WB:	- / -		
Instrumt:	25-1052		
Plat:			
Grantor:	RICHARD SAMUEL HARRIS III		

Assess Year: 2026 Printed: 2026-04-21 15:46

Values

Land:	51,300
Build:	0
Other:	5,000
Total:	56,300
Heated SF:	0

Road:	711
Class:	2
MH:	0
Acres:	19.0000

Building Info

Cnst:		YrBlt:	0000
Bsnm:		YrRmd:	0000
Fuel:		YrEff:	0000
Fndt:		PhysC:	
Roof:		FEDP:	0
Rfmt:		DEPO:	0
Wall:		SndVal:	0
Floor:		Rms:	0 BR: 0

Reassessment

	Initials	Date	Info By
List:	DT	02/26/2020	E
Review:			
Revisit:			
Appeal:			

Last Reval: 2021

No Sketch

Land:

Segment	Class	Description	Method	Grade	Acres	Lots	Base Rate	Adjusted Rate	Asmt Value
1	23	WOODLAND	ACREAGE METHOD	U	19.0000		3,000	2,700	51,300

Building:

Section	%Cmp	Class	Description	Grade	Finish	HVAC	Cnt	Area	Story	Wall	EffYr	RepCstNew	Asmt Value
1	0	999	NO BUILDING					0	0.00	0.00	0		0

Other Features:

Section	%Cmp	Class	Description	Grade	Cond	Comment	Area	Story	BaseRt	BldYr	Asmt Value
1	100	60	CABIN	D	-45	16X20 W/ 8X20 OP	320	1.00	28.58		5,030

CLR250001052

Consideration: **$175,000.00** (TAV **$56,300.00**)
Tax Map No: **4919-5-C**
Grantee Address:
235 Merriman Lane
Moneta, VA 24121
Return Document To:
Century Title Services, Inc.

Document Prepared By:
Douglas S. Wilson (VSB# 81088)
Wilson Law Firm, PLC
4725 Garst Mill Rd., Ste 3
Roanoke, VA 24018
Title Insurance Underwriter:
Fidelity National Title Insurance Company
File No. **CTS-16410**

This Deed, made and entered into this, the **5th** day of **June, 2025**, by and between **RICHARD SAMUEL HARRIS, III** ("Grantor" whether one or more), and **MERRIMAN 235, LLC, A VIRGINIA LIMITED LIABILITY COMPANY** ("Grantee" whether one or more).

-Witnesseth-

That for and in consideration of the sum of Ten Dollars ($10.00) cash in hand paid by the Grantee unto the Grantor, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby bargain, sell, grant and convey, with General Warranty and English Covenants of Title unto the Grantee, **Merriman 235, LLC, a Virginia Limited Liability Company,** all that certain lot or parcel of land and all appurtenances thereunto belonging, lying and being in the **County of Patrick**, Commonwealth of Virginia, and more particularly described as follows, to-wit:

All of that certain tract of land, lying and being in Smith River Magisterial District of Patrick County, Virginia, containing 19.000 acres as shown on that survey entitled "Plat of Survey for Allayall, LLC Showing the Division of Tax Parcel 4919-5C (shown as "Allayall LLC" in prior deed)" prepared by Boundary Hunter's Land Surveying dated June 1, 2021, attached to deed dated July 12, 2021 from Allayall LLC, a Virginia Limited Liability Company, to Richard Samuel Harris, III, recorded in the Clerk's Office of the Circuit Court for Patrick County, Virginia, as Instrument No. 210001600.

TOGETHER WITH AND SUBJECT TO a 30-foot wide easement of right of way from State Road 711, Poplar Camp Road, to and across the 19.000 acre tract conveyed herein as shown on the above described plat of survey.

BEING the same property conveyed to Richard Samuel Harris, III, by deed dated July 12, 2021, from Allayall LLC, a Virginia Limited Liability Company, recorded in the Clerk's Office of the Circuit Court for Patrick County, Virginia, as Instrument No. 210001601.

This Deed is made subject to all easements, reservations, restrictions, and conditions of record affecting the hereinabove described property.

THE TITLE TO THE PROPERTY CONVEYED BY THIS DEED HAS NOT BEEN EXAMINED OR CERTIFIED BY THE ATTORNEY WHO PREPARED THIS DEED.

Witness the following signature(s) and seal(s):

_____(SEAL)
Richard Samuel Harris, III

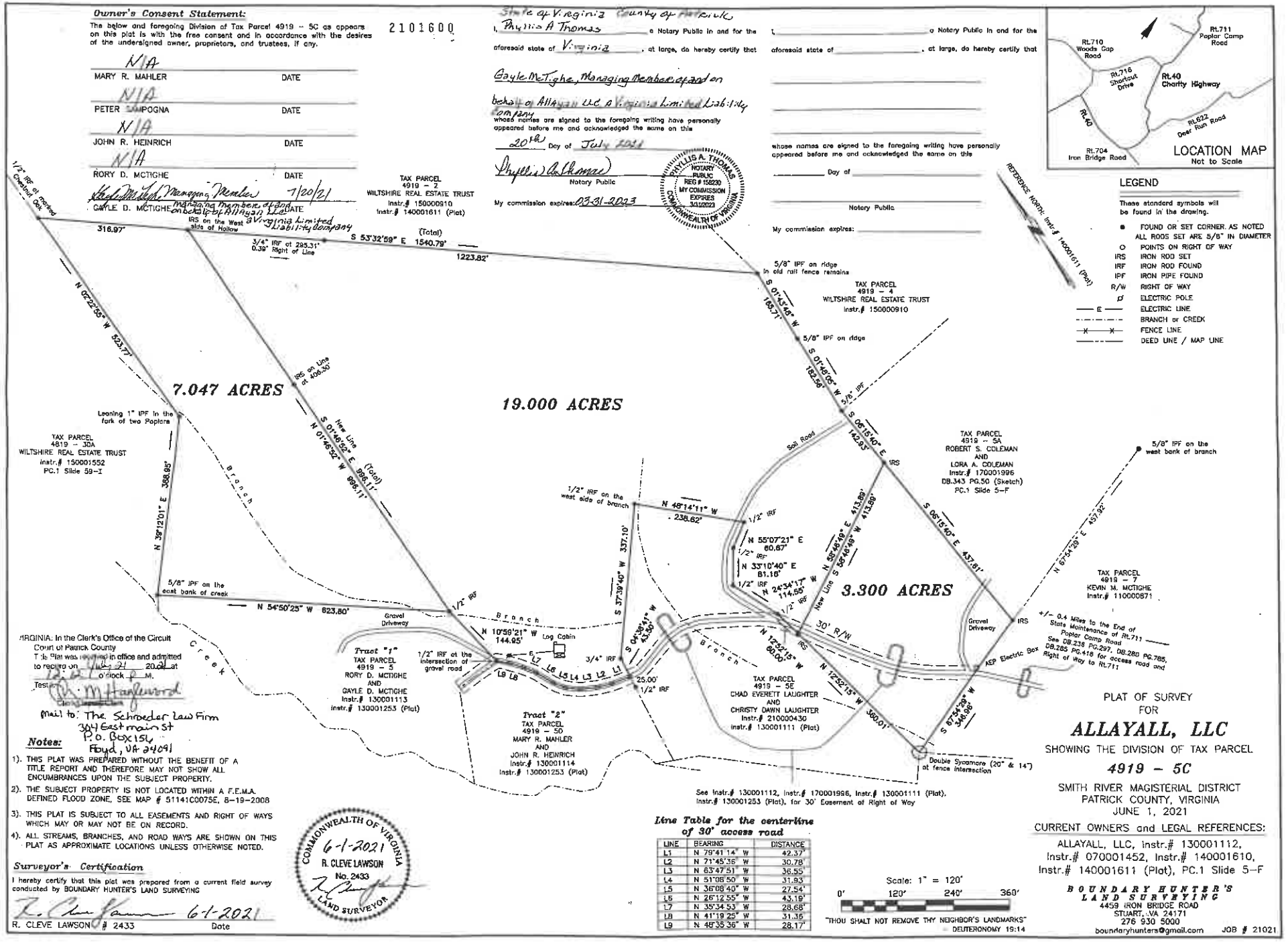
STATE OF Virginia
~~CITY~~/COUNTY OF Roanoke }

The foregoing instrument was acknowledged before me on this, the 16th day of June, 2025 by Richard Samuel Harris, III.

_____
Notary Public
My commission expires 08/31/27

BRADY L.D. SNYDER
NOTARY PUBLIC
REG. #8094757
MY COMMISSION EXPIRES
8/31/2027
COMMONWEALTH OF VIRGINIA

INSTRUMENT 250001052
RECORDED IN THE CLERK'S OFFICE OF
PATRICK COUNTY CIRCUIT COURT ON
JUNE 18, 2025 AT 10:23 AM
$175.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $87.50 LOCAL: $87.50
MORGAN E. BOOTHE, CLERK
RECORDED BY: CLT


Owner's Consent Statement:
The below and foregoing Division of Tax Parcel 4919 – 5C as appears on this plat is with the free consent and in accordance with the desires of the undersigned owner, proprietors, and trustees, if any.
2101600
N/A
MARY R. MAHLER DATE
N/A
PETER SAMPOGNA DATE
N/A
JOHN R. HEINRICH DATE
N/A
RORY D. MCTIGHE DATE
GAYLE D. MCTIGHE DATE
managing member aforesaid on behalf of Allayall, LLC a Virginia Limited Liability Company
State of Virginia County of Patrick
I, Phyllis A Thomas a Notary Public in and for the aforesaid state of Virginia, at large, do hereby certify that Gayle McTighe, Managing Member aforesaid on behalf of Allayall LLC a Virginia Limited Liability Company whose names are signed to the foregoing writing have personally appeared before me and acknowledged the same on this 20th Day of July 2021
Phyllis A Thomas
Notary Public
My commission expires: 03-31-2023
PHYLLIS A. THOMAS NOTARY PUBLIC REG # 158230 MY COMMISSION EXPIRES 3/31/2023 COMMONWEALTH OF VIRGINIA
I, _____ a Notary Public in and for the aforesaid state of _____, at large, do hereby certify that _____ whose names are signed to the foregoing writing have personally appeared before me and acknowledged the same on this _____ Day of _____
Notary Public
My commission expires:
Rt.711 Poplar Camp Road
Rt.710 Woods Gap Road
Rt.716 Shortcut Drive
Rt.40 Charity Highway
Rt.40
Rt.622 Deer Run Road
Rt.704 Iron Bridge Road
LOCATION MAP Not to Scale
LEGEND
These standard symbols will be found in the drawing.
FOUND OR SET CORNER. AS NOTED ALL RODS SET ARE 5/8" IN DIAMETER
POINTS ON RIGHT OF WAY
IRS IRON ROD SET
IRF IRON ROD FOUND
IPF IRON PIPE FOUND
R/W RIGHT OF WAY
ELECTRIC POLE
ELECTRIC LINE
BRANCH or CREEK
FENCE LINE
DEED LINE / MAP LINE
1/2" IRF at marked Chestnut Oak
316.97'
TAX PARCEL 4919 – 2 WILTSHIRE REAL ESTATE TRUST Instr.# 150000910 Instr.# 140001611 (Plat)
IRS on the West side of Hollow
3/4" IRF at 295.31' 0.39' Right of Line
S 53°32'59" E 1540.79' (Total)
1223.82'
5/8" IPF on ridge in old rail fence remains
TAX PARCEL 4919 – 4 WILTSHIRE REAL ESTATE TRUST Instr.# 150000910
REFERENCE NORTH: Instr.# 140001611 (Plat)
N 07°22'55" W 523.77'
S 01°43'45" W 163.71'
5/8" IPF on ridge
S 01°46'05" W 182.58'
5/8" IPF
S 06°15'40" E 142.83'
IRS
7.047 ACRES
19.000 ACRES
IRS on Line at 406.30'
New Line (Total) N 01°46'52" E 886.11'
Leaning 1" IPF in the fork of two Poplars
TAX PARCEL 4919 – 30A WILTSHIRE REAL ESTATE TRUST Instr.# 150001552 PC.1 Slide 59–I
N 39°12'01" E 368.85'
Branch
Soil Road
TAX PARCEL 4919 – 5A ROBERT S. COLEMAN AND LORA A. COLEMAN Instr.# 170001996 DB.343 PG.50 (Sketch) PC.1 Slide 5–F
S 06°15'40" E 457.81'
5/8" IPF on the west bank of branch
1/2" IRF on the west side of branch
N 48°14'11" W 238.62'
1/2" IRF
N 55°07'21" E 60.67'
1/2" IRF
N 33°10'40" E 81.16'
1/2" IRF
N 24°34'17" W 114.56'
1/2" IRF
N 58°46'49" E 413.89'
S 58°46'49" W 413.89'
New Line
3.300 ACRES
TAX PARCEL 4919 – 7 KEVIN M. MCTIGHE Instr.# 110000871
N 67°54'29" E 457.92'
5/8" IPF on the east bank of creek
N 54°50'25" W 823.80'
1/2" IRF
S 37°39'40" W 337.10'
Gravel Driveway
Branch
N 10°59'21" W 144.95'
Log Cabin
1/2" IRF at the intersection of gravel road
3/4" IRF
L7 L6 L5 L4 L3 L2 L1
L9 L8
25.00'
1/2" IRF
S 04°39'41" W 43.36'
Tract "1" TAX PARCEL 4919 – 5 RORY D. MCTIGHE AND GAYLE D. MCTIGHE Instr.# 130001113 Instr.# 130001253 (Plat)
Tract "2" TAX PARCEL 4919 – 5D MARY R. MAHLER AND JOHN R. HEINRICH Instr.# 130001114 Instr.# 130001253 (Plat)
TAX PARCEL 4919 – 5E CHAD EVERETT LAUGHTER AND CHRISTY DAWN LAUGHTER Instr.# 210000430 Instr.# 130001111 (Plat)
N 12°52'15" W 80.00'
30' R/W
N 12°52'15" W 380.01'
S 67°54'29" W 348.98'
Gravel Driveway
AEP Electric Box
+/- 0.4 Miles to the End of State Maintenance of Rt.711 Poplar Camp Road See DB.238 PG.297, DB.280 PG.765, DB.285 PG.418 for access road and Right of way to Rt.711
Double Sycamore (20" & 14") at fence intersection
See Instr.# 130001112, Instr.# 170001996, Instr.# 130001111 (Plat), Instr.# 130001253 (Plat), for 30' Easement of Right of Way
VIRGINIA: In the Clerk's Office of the Circuit Court of Patrick County
This Plat was received in office and admitted to record on July 21 2021 at o'clock P M.
Test: D. M. Hazlewood Clerk
(Mail to: The Schroeder Law Firm 304 East main St P.O. Box 154 Floyd, VA 24091)
Notes:
1). THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT SHOW ALL ENCUMBRANCES UPON THE SUBJECT PROPERTY.
2). THE SUBJECT PROPERTY IS NOT LOCATED WITHIN A F.E.M.A. DEFINED FLOOD ZONE, SEE MAP # 51141C0075E, 8–19–2008
3). THIS PLAT IS SUBJECT TO ALL EASEMENTS AND RIGHT OF WAYS WHICH MAY OR MAY NOT BE ON RECORD.
4). ALL STREAMS, BRANCHES, AND ROAD WAYS ARE SHOWN ON THIS PLAT AS APPROXIMATE LOCATIONS UNLESS OTHERWISE NOTED.
Surveyor's Certification
I hereby certify that this plat was prepared from a current field survey conducted by BOUNDARY HUNTER'S LAND SURVEYING
R. Cleve Lawson 6-1-2021
R. CLEVE LAWSON # 2433 Date
COMMONWEALTH OF VIRGINIA 6-1-2021 R. CLEVE LAWSON No. 2433 LAND SURVEYOR
Line Table for the centerline of 30' access road
LINE BEARING DISTANCE
L1 N 79°41'14" W 42.37'
L2 N 71°45'36" W 30.78'
L3 N 63°47'51" W 36.55'
L4 N 51°08'50" W 31.93'
L5 N 36°08'40" W 27.54'
L6 N 26°12'55" W 43.19'
L7 N 35°34'53" W 28.68'
L8 N 41°19'25" W 31.35'
L9 N 48°35'36" W 28.17'
Scale: 1" = 120'
0' 120' 240' 360'
"THOU SHALT NOT REMOVE THY NEIGHBOR'S LANDMARKS" DEUTERONOMY 19:14
PLAT OF SURVEY FOR
ALLAYALL, LLC
SHOWING THE DIVISION OF TAX PARCEL
4919 – 5C
SMITH RIVER MAGISTERIAL DISTRICT
PATRICK COUNTY, VIRGINIA
JUNE 1, 2021
CURRENT OWNERS and LEGAL REFERENCES:
ALLAYALL, LLC, Instr.# 130001112, Instr.# 070001452, Instr.# 140001610, Instr.# 140001611 (Plat), PC.1 Slide 5–F
BOUNDARY HUNTER'S LAND SURVEYING
4459 IRON BRIDGE ROAD
STUART, VA 24171
276 930 5000
boundaryhunters@gmail.com
JOB # 21021

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE ("Contract") is made as of **December 9th, 2026** between **Merriman 235, LLC** , owner of record of the Property sold herein ("Seller," whether one or more), and _____ ("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. This Property [X] does or [ ] does not have improvements. Purchaser agrees to buy, and Seller agrees to sell, the land and all improvements thereon (if any) and appurtenances thereto (if any) that front upon a public street or have a recorded access easement to a public street ("Property"), located in the County of Patrick, and described as follows:

Consisting of +/- 19 acres & improvements; Tax Map # 4919-()-5-C; Instrument # 25-1052

Address: 1471 Poplar Camp Rd., Ferrum, VA 24088

2. Purchase Price. The purchase price of the Property is equal to the auction bid price plus a 10% Buyer's Premium, as follows: _____ ("Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified check, cashier's check, or wired funds, subject to the prorations described herein.

3. Deposit. Purchaser shall make a deposit with [ ] closing attorney/title company or [ ] Auction Company in the amount of **$5,000** ("Deposit"). The Deposit shall be 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 **Attorney or Title Company Purchaser's Choice** on or about **January 25th, 2027** ("Settlement Date"). Possession shall be given at Settlement.

5. Required Disclosures.

(a) Occupancy Disclosure. Purchaser acknowledges that Purchaser intends to ____ occupy ____ not occupy the Property as a principal residence.

(b) Residential Property Disclosure. Seller represents that the Property [ ] is OR [ ] is not subject to the Virginia Residential Property Disclosure Act, Section 55.1-700 et seq. of the Code of Virginia (the "Disclosure Act"), which requires the Seller of certain residential property to furnish the Purchaser a residential property disclosure statement in a form provided by the Real Estate Board (the "Disclosure Statement"). The Disclosure Act requires the Seller to deliver the Disclosure Statement to the Purchaser prior to acceptance of this Contract. If the Disclosure Statement is not furnished prior to acceptance of this Contract, Purchaser shall have the right to terminate this Contract at or prior to the earliest of: (a) three (3) days after delivery of the

Disclosure Statement in person or by electronic delivery; (b) five (5) days after the postmark if the Disclosure Statement is deposited in the United States mail, postage prepaid, and properly addressed to the Purchaser; (c) settlement upon purchase of the Property; (d) occupancy of the Property by the Purchaser; (e) execution by Purchaser of a waiver of Purchaser's right of termination contained in a written document separate from this Contract; or (f) Purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan. In order to terminate this Contract, Purchaser must give written notice to Seller by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing; (iii) electronic means, provided the sender retains sufficient proof of electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. Upon termination by Purchaser, the Deposit shall be refunded in full to the Purchaser in accordance with the procedures defined in the Deposit paragraph of this Contract.

(c) Common Interest Community Disclosure. Seller represents that the Property (select one): [ ] is OR [X] is not located in a Common Interest Community ("CIC") pursuant to Section 55.1-2307 et seq. of the Code of Virginia. Seller further represents that ownership of the Property within the CIC is: [ ] Subject to the Property Owners' Association Act (Section 55.1-1800 et seq.) [ ] A condominium created pursuant to the Virginia Condominium Act (Section 55.1-1900 et seq.). If the Property is within a CIC, Seller or Seller's Agent will obtain from the association a resale certificate or notice that the resale certificate is unavailable and provide such certificate or notice to Purchaser or Purchaser's Agent, unless exempt pursuant to Section 55.1-2317. The association, the association's managing agent, or any third party preparing the resale certificate on behalf of the association shall deliver such resale certificate within fourteen (14) days after a written request by Seller or Seller's Agent. If no resale certificate is delivered within fourteen (14) days after such request, the resale certificate shall be deemed unavailable. Purchaser shall have the right to terminate this Contract by written notice to Purchaser: (a) within three (3) days before the ratification date of this Contract if Purchaser or Purchaser's Agent receives the resale certificate, whether or not complete pursuant to Section 55.1-2310 et seq., or a notice that the resale certificate is unavailable on or before the date that this Contract is ratified; (b) within three (3) days, or as extended herein, from the date Purchaser or Purchaser's Agent receives the resale certificate, whether or not complete pursuant to Section 55.1-2310 et seq., or a notice that the resale certificate is unavailable if delivery occurs after the date of this Contract; or (c) at any time prior to Settlement if the resale certificate is not delivered to Purchaser or Purchaser's Agent. If the unit is governed by more than one association, the timeframe for Purchaser's right of cancellation shall run from the date of delivery of the last resale certificate. Cancellation shall be without penalty, and Seller shall cause any deposit or escrowed funds to be returned promptly to Purchaser. Written notice of cancellation shall be provided to Seller in accordance with the terms of this Contract. Purchaser shall have the burden of demonstrating delivery of the notice of cancellation. If a resale certificate was issued more than thirty (30) days but less than twelve (12) months before settlement, Seller or Purchaser, upon proof of being the contract purchaser of the unit, may request an updated resale certificate. The updated resale certificate shall be paid for by and delivered to the person requesting it, or as such person may direct, in the format requested. The updated resale certificate shall be delivered within ten (10) days after the written request. A request for an updated resale certificate does not extend the cancellation periods set forth above. Purchaser's right to receive the resale certificate and right to cancel this Contract are waived conclusively if not exercised before Settlement.

(d) Lead-Based Paint Disclosure. All parties to this Contract acknowledge that the Property was built [X] before January 1, 1978 or [ ] after January 1, 1978. For all homes built prior to January 1, 1978, a Lead-Based Paint Disclosure is required.

(e) Mechanic's Lien Disclosure. Virginia law (§ 43-1 et seq.) permits persons performing labor or furnishing materials of the value of $50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair, or improvement of any building or structure permanently annexed to the Property, to have a lien, if perfected, against the Property. This lien may be filed at any time after the work is commenced or material is furnished, but not later than ninety (90) days from the last day of the month in which the lienor last performs labor or furnishes materials, and in no event later than ninety (90) days from the time such building or structure is completed or the work thereon is otherwise terminated. AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED. Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

(f) Fair Housing Disclosure. All offers will be presented and considered without regard to race, color, religion, sex, disability, familial status, elderliness, national origin, sexual orientation, gender identity, status as a veteran, or source of funds, as well as all classes protected by the laws of the United States, the Commonwealth of Virginia, any applicable local jurisdiction, and the REALTOR® Code of Ethics.

(g) Megan's Law Disclosure. Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. 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 https://www.vspsor.com.

(h) Flood Risk. Purchaser acknowledges that the Flood Risk Information Form is provided for information purposes only and does not determine whether Purchaser will be required to purchase a flood insurance policy.

6. Standard Provisions.

(a) Purchaser Default/Breach. If Purchaser fails to complete Settlement on or before the Settlement Date, Purchaser shall be in default and the Deposit shall be forfeited to Seller as liquidated damages, without limiting Seller's other rights or remedies provided in this Contract or by law. Such forfeiture shall not limit the liability of the defaulting Purchaser or any rights or remedies of Seller with respect to such default. The defaulting Purchaser shall be liable for all costs of resale of the Property, including Seller's reasonable attorney's fees, plus any amount by which the ultimate resale price for the Property is less than the defaulting Purchaser's bid. Upon Purchaser's default, Blue Ridge Land & Auction Co., Inc. shall be entitled to its commission in accordance with the applicable listing, auction, or brokerage agreement, and the parties authorize the Settlement Agent or escrow holder to disburse funds in accordance with this Contract, any

escrow agreement, and applicable law. After any such default and forfeiture, Seller may, in Seller's discretion, convey the Property to the next highest bidder whose bid was acceptable to Seller, accept another offer, or re-sell the Property. In the event Seller does not execute a deed of conveyance for any reason not caused by Seller's default, Purchaser's sole remedy shall be the refund of the Deposit. Immediately upon delivery of the deed for the Property by Seller, all duties, liabilities, and obligations of Seller and Seller's Agent, if any, to Purchaser with respect to the Property shall be extinguished.

(b) Seller Default/Breach. If Seller fails or refuses to complete Settlement in accordance with this Contract, and such failure is not caused by Purchaser's default, Purchaser may provide written notice of default to Seller. If Seller does not cure such default within 60 days after delivery of written notice, Purchaser may elect to terminate this Contract and receive a refund of the Deposit, or pursue any other remedy available under this Contract or applicable law. Nothing herein shall limit the right of the parties to mutually agree in writing to extend the Settlement Date.

(c) Expenses and Prorations. Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency, the applicable IRS Form 1099, the recordation tax applicable to grantors, and Seller's attorney's fees. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this Contract and the transaction set forth herein, 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,, rent, and homeowner's association fees, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane and/or heating oils remaining on the Property, if any, at the prevailing market price as of Settlement and (ii) any escrow deposits made by Seller that are credited to Purchaser by the holders thereof.

(d) Title. At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty, and/or Deed of Special 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 that do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found that 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 Settlement Date to the extent necessary for Seller to comply with this paragraph, but not longer than 60 days.

(e) Land Use Assessment. Property [ ] is or [ ] is not taxed as Land Use Assessment. Rollback taxes are to be paid by the seller. The terms of this paragraph survives the recording of the deed.

(f) Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty, 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.

(g) 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.

(h) Counterparts. This Contract may be executed in one or more counterparts, with each such counterpart deemed an original. All such counterparts shall constitute a single agreement binding on all 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.

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

(j) 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 and any provisions that expressly survive Settlement. 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 contained herein. This Contract shall be construed under the laws of the Commonwealth of Virginia.

(k) **Other:** Property is accessed by 30' right of way extended from poplar camp road. Not state maintained.

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

_____

Seller Signature Date

_____

Purchaser Name

_____

Address

_____

Phone # Email

_____

Purchaser signature Date

_____

Purchaser Name

_____

Address

_____

Phone # Email

_____

(Purchaser signature) Date