

AUCTION & REAL ESTATE INFORMATION

TBD Georges Run Rd. | Shawsville, Virginia 24162

±16.929 ACRES & IMPROVEMENTS – MONTGOMERY COUNTY, VA

Online auction of ±16.929 acres and improvements located on Georges Run Road in the Shawsville area of Montgomery County. The property is identified as Tax Map 096-A-81, Parcel ID 014339, and is zoned A-1 Agricultural.

Auction Date	Friday, October 9, 2026 at 3:00 PM (EST)
Buyer's Premium	10% added to the high bid
Deposit Amount	\$5,000 non-refundable earnest money deposit due within 48 hours
Closing Date	On or before Monday, November 23, 2026

PROPERTY INFORMATION

Property	±16.929 acres & improvements Tax Map 096-A-81 Parcel ID 014339
Address	TBD Georges Run Rd., Shawsville, VA 24162
Zoning / Use	A-1 Agricultural Agricultural/undeveloped land, 20–99 acres
Deed / Legal	DB 2022, PG 001009 Survey Instrument No. 2017003913

PROPERTY / SURVEY NOTES

- Survey acreage: ±16.929 acres. Refer to the recorded survey for exact boundaries.
- Montgomery County records list an 864 sq. ft. cabin/unit built in 2008, a detached deck of approximately 230 sq. ft. built in 2020, and a 288 sq. ft. detached frame shed built in 2021.
- County records classify the property as agricultural/undeveloped land, 20–99 acres, with A-1 Agricultural zoning.
- County property notes reference a 2017 survey and note gate/steep access; a 2022 note states “locked gate.”
- The deed states the property is subject to all recorded restrictions, reservations and conditions affecting the property.

AUCTION TERMS – KEY POINTS

- Online-only seller confirmation auction; all bids are subject to Seller approval/reserve.
- Soft Close: a bid received within the final 2 minutes extends bidding 2 minutes; each bid during an extension restarts the 2-minute period.
- 10% buyer’s premium is added to the high bid. \$5,000 non-refundable earnest money deposit is due within 48 hours following the close of auction.
- No financing contingency. Seller will convey by general warranty deed. Closing is on or before November 23, 2026.
- Property is sold As-Is, Where-Is and is subject to any and all easements of record. Seller will not provide an additional survey; any buyer-requested survey is at buyer expense and is not a contingency. Property is subject to sale prior to auction.

PREVIEW / CONTACT

- 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. Schedule an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.

DISCLAIMER

All information is taken from the bidder packet, survey and public records included therein and is believed to be accurate but is not guaranteed. Buyers should verify all information, measurements, permitted uses, access, easements, utilities and property boundaries to their satisfaction prior to bidding.



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 – Holly Beth McKittrick

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

AUCTION DATE – Friday, October 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:

Parcel ID: 014339; Tax Map Number: 096-A 81; +/- 16.929 acres and improvements; Deed Book: 2022 Page: 001009

Address: TBD Georges Run Rd., Shawsville, VA 24162

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, October 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, November 23rd, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding.

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

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

Jamie Criner – Maplehaus Realty
Owner, Real Estate Broker
3 Roanoke St
Christiansburg, VA 24073
540-818-8133
jamie@maplehaus.co

Individual State License #'s

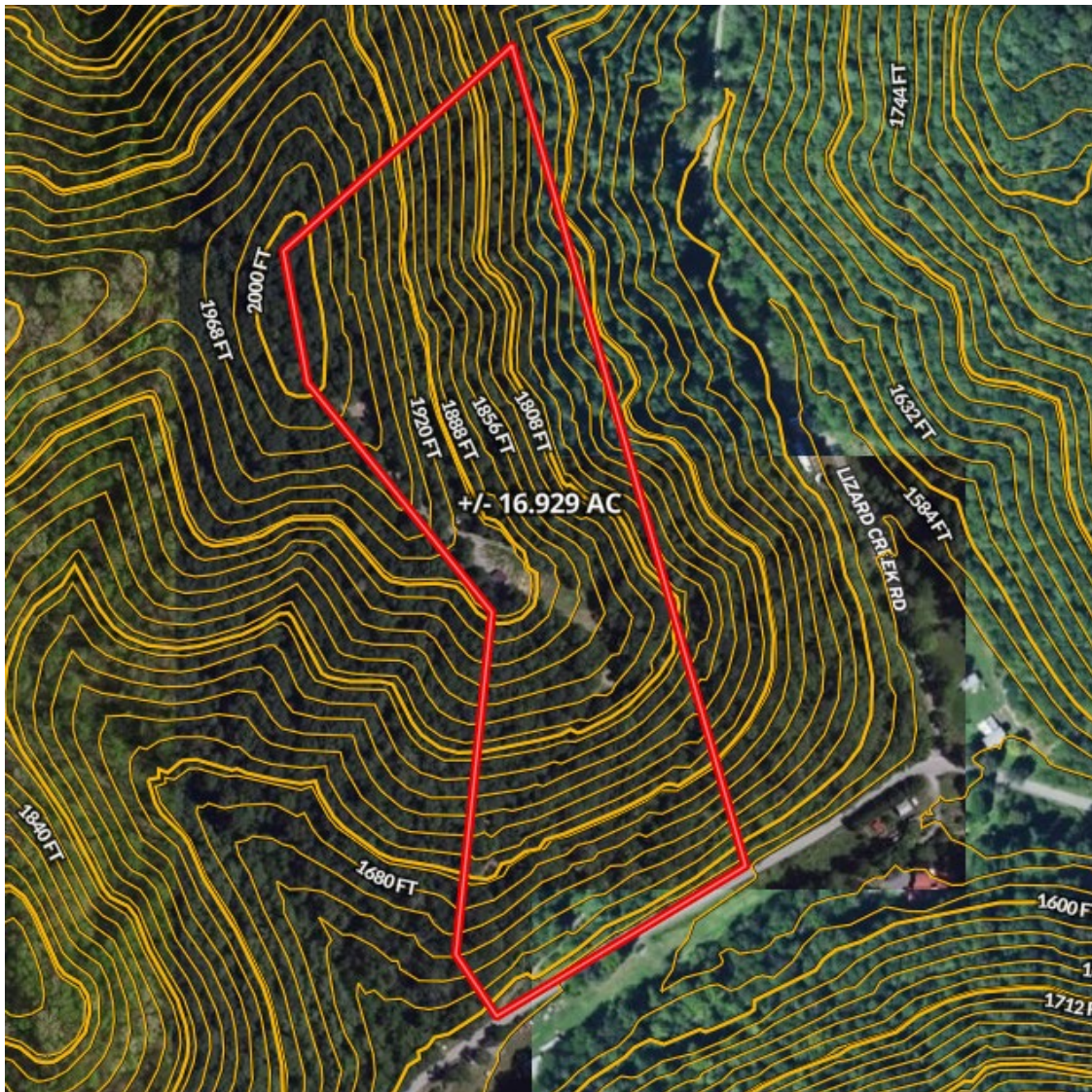
Virginia Real Estate Broker License #	0225244104
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Aerial



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

Contour



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



Neighborhood

TBD Georges Run Rd,
Shawsville, VA 24162





Location

TBD Georges Run Rd,
Shawsville, VA 24162



Document Prepared By

Spigle, Massey & Clay, PLC
David B. Spigle, Esquire
VSB #28108
P. O. Box 529
Fincastle, Virginia 24090

Consideration: \$95,000.00

Title Insurance: Fidelity National Title Insurance Company

TAX MAP # 096-A 81

Return to:

Brooks Title & Escrow

Assessment: \$51,000.00

THIS DEED, made and entered into this 26th day of January, 2022, by and between ***Carl Thomas HALL, Jr.***, party of the first part (Grantor), and ***Holly Beth MCKITTRICK***, whose mailing address is *8023 Element Circle, Garner NC 27529* party of the second part (Grantee);

WITNESS THAT:

In consideration of Ten (\$10.00) Dollars, cash in hand paid by the party of the second part unto the party of the first part, and other valuable consideration, the receipt of all of which is hereby acknowledged, the party of the first part does hereby grant, bargain, sell and convey, with General Warranty and English Covenants of title, unto said ***Holly Beth McKittrick***, her assigns and heirs forever, the following described property, lying and being in the County of Montgomery, State of Virginia, to-wit:

All that certain lot or parcel of land, and all the improvements thereon, lying and being in the County of Montgomery, Virginia, and being more fully described as follows, to-wit:

BEING 16.929 acres, more or less, as shown on plat of survey entitled "Plat Showing Partial Field Survey Of A 16.929 Acre Tract (Tax Map Number 96-A-81) Being The Property Of Richard N. And Donna R. Wilson (Instrument Number 2016009021) Situated On Georges Run Road Shawsville Magisterial District Montgomery County, Virginia", dated May 16, 2017, prepared by Timothy W. Caldwell, LS, Mattern & Craig Engineers and Surveyors, and recorded May 23, 2017 in the Circuit Court Clerk's Office of Montgomery County, Virginia as Instrument Number 2017003913.

Being a portion of the property conveyed unto Carl Thomas Hall, Jr., by Richard N. Wilson and Donna R. Wilson, husband and wife, by deed dated October 17, 2019 and recorded in the Clerk's Office of the Circuit Court for the County of Montgomery, Virginia in Instrument Number 2019008264.

This conveyance is subject to all recorded restrictions, reservations and conditions affecting the property hereby conveyed.

THE PREPARER OF THIS DOCUMENT HAS BEEN ENGAGED SOLELY FOR THE PURPOSE OF PREPARING THIS INSTRUMENT, HAS PREPARED THE INSTRUMENT ONLY FROM THE INFORMATION GIVEN AND HAS NOT BEEN REQUESTED TO PROVIDE, NOR HAS THE PREPARER PROVIDED, A TITLE SEARCH, AN EXAMINATION OF THE LEGAL DESCRIPTION, AN OPINION ON TITLE OR ADVICE ON THE TAX, LEGAL OR NON-LEGAL CONSEQUENCES THAT MAY ARISE AS A RESULT OF THE CONVEYANCE.

[The remainder of this page has been left intentionally blank]

WITNESS the following signatures and seals:

Carl Thomas Hall, Jr. (SEAL)
Carl Thomas Hall, Jr.

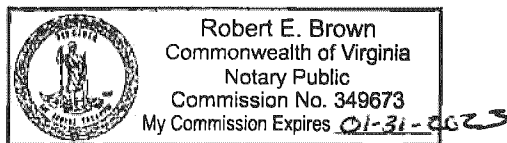
STATE OF VIRGINIA, COUNTY/CITY OF ROANOKE, TO-WIT:

I, ROBERT E. BROWN, a Notary Public of and for the State of Virginia,
do hereby certify that Carl Thomas Hall, Jr., whose name is signed to the foregoing Deed
dated January 26, 2022, has acknowledged the same before me in my State and County/City
aforesaid.

Given under my hand this 4th day of FEBRUARY, 2022.

My commission expires 01-31-2023.

[Signature]
Notary Public



INSTRUMENT # 2022001009
E-RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY ON
FEBRUARY 7, 2022 AT 02:06PM
\$95.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$47.50 LOCAL: \$47.50
ERICA W. CONNER, CLERK
RECORDED BY: BMC

Owners

Owner1	MCKITTRICK HOLLY BETH
Owner2	
Mailing Address	282 W THICKET DR
Mailing Address2	
City, State, Zip	ANGIER NC 27501

Parcel

Tax Map Number	096- A 81
Property Address	GEORGES RUN RD
City, State, Zip	VA
Neighborhood Code	MR347000
Class Code/Description	5000/Ag/Undeveloped 20-99 Acres
Use Code/Description	100/AGRICULTURAL LAND 20-99 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	2017003913 - SURVEY
Notes:	2017 GATE/STEEP ACCESS; '22 LOCKED GATE
Notes:	
Notes:	
Notes:	
Notes:	2

Legal Description

Legal Description 1	PLAT SHOWING PARTIAL
Legal Description 2	FIELD SURVEY
Tax District Code/Description	MS/SHAWSVILLE
Deeded Acres	16.929
Deed Book	2022
Page	001009

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
26-JAN-2022	\$95,000	MCKITTRICK HOLLY BETH	HALL CARL THOMAS JR	2022	001009
17-OCT-2019	\$40,000	HALL CARL THOMAS JR	WILSON RICHARD N	2019	008264
28-NOV-2016	\$22,000	WILSON RICHARD N	NESTER RICKI LAIN	2016	009021
01-JAN-1997	\$14,000	NESTER RICKI LAIN		0962	0774

Sale Details

1 of 4

Sale Date	26-JAN-2022
Sale Key	132143
Sale Price	\$95,000.00
Grantee	MCKITTRICK HOLLY BETH
Grantor	HALL CARL THOMAS JR
Book	2022
Page	001009
Sale Type	IMPROVED
Sale Source	D-DEED BARGIN SALE
Sale Validity	-

Outbuildings

Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	CAB / CABIN/UNIT	2008	E	24	36	864	17200
1	DKD / DECK-DETACHED	2020	C			230	3100
1	SFR / SHED-DETACHED FRAME	2021	E	12	24	288	2100

Assessed Values

Assessed Land	\$40,200
Assessed Buildings	\$22,400
Total Assessed Value	\$62,600
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

CERTIFICATE OF OWNERS

This is to certify that the attached plat dated 5-16-17, and prepared by
MATERN & GRAIG,
 Certified Land Surveyor, showing 16.929 acres, more or less, or known as
INSTRUMENT 2016009021 PARCEL ID 014339,
 is in accordance with the wishes and desires of the undersigned land owners.

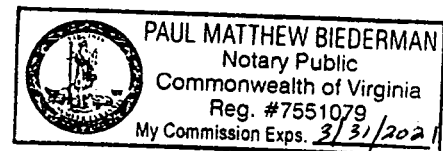
Given under our hands and seals this 23 day of MAY, 20 17.

RICHARD N WILSON Richard N Wilson (Seal)

DONNA REENA WILSON Donna R. Wilson (Seal)

State of VIRGINIA,

City/County of MONTGOMERY, to-wit:



The foregoing instrument was acknowledged before me on this 23 day
 of MAY, 20 17, by RICHARD N & DONNA REENA
WILSON,

the undersigned land owners.

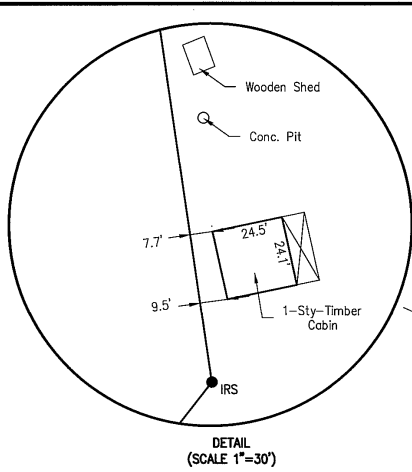
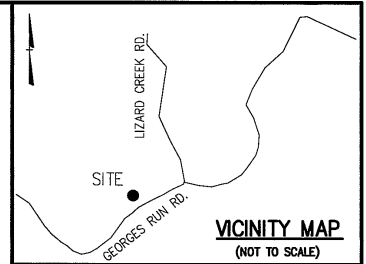
Paul M. Biederman
 Notary Public

Reg # 7551079
 Registration Number

MARCH 31, 2021
 Commission Expires

NOTES:

1. THIS PLAT IS BASED ON A CURRENT AND PARTIAL FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND MAY NOT INCLUDE ALL ENCUMBRANCES ON THE PROPERTY.
3. THE SUBJECT PROPERTY DOES NOT LIE WITHIN THE LIMITS OF A SPECIAL FLOOD HAZARD AREA AS DESIGNATED BY FEMA, AS SHOWN ON FLOOD INSURANCE RATE MAP NUMBER 5112C0170C, EFFECTIVE DATE SEPTEMBER 25 2009, ZONE "UNSHADED X". THIS OPINION IS BASED ON AN INSPECTION OF THE SAID MAP AND HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS.
4. TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL VISIBLE EASEMENTS ARE SHOWN.



BROKEN ARROW HUNT CLUB, LLC.
D.B. 1114, Pg. 61
TAX MAP #96-A-74

BROKEN ARROW HUNT CLUB, LLC.
D.B. 1114, Pg. 61
TAX MAP #96-A-74

WILLIAM T. WYATT II
D.B. 882, Pg. 52
TAX MAP #96-4-10

RICHARD N. & DONNA R. WILSON
INST. #2016009021
TAX MAP #96-A-81

16.929 ACRES

DORIS UNDERWOOD HUELS &
VIOLET UNDERWOOD MAYO
W.B. 37, Pg. 490
TAX MAP #96-A-65

DETAIL
THIS SHEET

LEGEND:

- △ - DEED CORNER
- IRS - IRON ROD SET
- ⊙ - TREE
- BOUNDARY LINE FROM RECORD
- - - ADJACENT BOUNDARY LINE

GEORGE'S RUN ROAD

VA SEC. RTE. 638
(40' RIGHT-OF-WAY)
(D.B. 1132, Pg. 255)

2017003913.003
INSTRUMENT 170003913
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
May 23, 2017 AT 12:57 PM.
ERICA W. WILLIAMS, CLERK
RECORDED BY: PHB

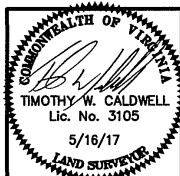
PLAT SHOWING PARTIAL FIELD SURVEY OF A
16.929 ACRE TRACT
(TAX MAP NUMBER 96-A-81)

BEING THE PROPERTY OF
RICHARD N. AND DONNA R. WILSON
(INSTRUMENT NUMBER 2016009021)
SITUATED ON GEORGES RUN ROAD
SHAWVILLE MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA

0 50' 100' 200'
SCALE: 1" = 100'

Mattern & Craig
ENGINEERS-SURVEYORS

701 FIRST STREET, S.W.
ROANOKE, VIRGINIA 24016
(540) 345-9342
FAX (540) 345-7691



Issue Date:
5/16/17

Surveyed By: TWC
Drawn By: TWC

Checked By: TWC
Date: 5/15/17

Vertical Scale:
N/A

Horizontal Scale:
1" = 100'

Commission Number:
3753

Revisions	Date

Sheet No.:

1

OF:

1

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 9th 2026, between Holly Beth McKittrick of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

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

Parcel ID: 014339; Tax Map Number: 096-A 81; +/- 16.929 acres and improvements; Deed Book: 2022 Page: 001009

Address: TBD Georges Run Rd., Shawsville, VA 24162

2. **Purchase Price:** The purchase price of the Property is: _____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.
3. **Deposit.** Purchaser will make a deposit with the Attorney or Title Company of Purchasers Choice, of \$5,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Attorney or Title Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.
4. **Settlement Agent and Possession.** Settlement shall be made at Attorney/Title Company of Purchaser's Choice on or before November 23rd 2026 ("Settlement Date"). 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 contract. If the required disclosures are unavailable on the date of ratification, Seller shall

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

NOTICE

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

An effective lien for work performed prior to the settlement date may be filed after settlement. Legal counsel should be consulted.

MECHANIC'S LIEN AFFIDAVIT: Sellers shall furnish at settlement an affidavit, in form satisfactory to Purchaser, showing that all labor and materials, if any, furnished to the property within 123 days prior to settlement have been paid, or affidavit, in the form satisfactory to Purchaser, certifying that no labor or materials have been furnished to the property within such period which would permit the filing of a mechanic's lien against the property.

(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,

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though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

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

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

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

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

(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.

Holly Beth McKittrick (Seller)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Purchaser Name

Address

Phone #

Email

(Purchaser signature)

Date

Seller's Initials _____

Purchaser's Initials _____