

# AUCTION & REAL ESTATE INFORMATION

Adam A. Plonski Trust | Online-Only Auction

## AUCTION INFORMATION

| AUCTION DATE                 | BUYER'S PREMIUM | DEPOSIT AMOUNT                                                                                                                      | CLOSING DATE                  |
|------------------------------|-----------------|-------------------------------------------------------------------------------------------------------------------------------------|-------------------------------|
| September 17, 2026   3:00 PM | 10%             | \$10,000 per offering                                                                                                               | On or before November 2, 2026 |
| Auction Format               |                 | Online only; bids are subject to Seller approval.                                                                                   |                               |
| Bidding Website              |                 | BlueRidgeLandandAuction.HiBid.com                                                                                                   |                               |
| Soft Close                   |                 | A bid received within the final 2 minutes extends bidding for 2 minutes; each bid during an extension restarts the 2-minute period. |                               |
| Auction Contact              |                 | United Country   Blue Ridge Land & Auction • (540) 745-2005<br>Matt Gallimore – Broker / Auctioneer – 540-239-2585                  |                               |

### OFFERING #1 — ±14.243 ACRES

|                      |                                                                                                    |
|----------------------|----------------------------------------------------------------------------------------------------|
| Address              | TBD Ridgeview Road, Floyd, VA 24091                                                                |
| Parcel ID            | PRN 7237; Tax Map 41-65I                                                                           |
| Legal Description    | Deed Instrument No. 080000465; Plat Instrument No. 260001347                                       |
| Property Type        | Vacant land tract with open acreage and a private well shown on the survey                         |
| Road Frontage        | Frontage on Ridgeview Road (Virginia Secondary Route 730), as shown on the survey                  |
| Acreage / New Survey | ±14.243 acres, completed July 27, 2026; Instrument No. 260001347 sold in gross and not by the acre |
| Well                 | Well completed 8/24/1990                                                                           |
| Water Feature        | Simmons Creek and an approximate branch are shown along the southeast portion of the tract         |

### OFFERING #2 — ±15.420 ACRES

|                      |                                                                                                    |
|----------------------|----------------------------------------------------------------------------------------------------|
| Address              | TBD Ridgeview Road, Floyd, VA 24091                                                                |
| Parcel ID            | PRN 7238; Tax Map 42-47D                                                                           |
| Legal Description    | Deed Instrument No. 080000465; Plat Instrument No. 260001347                                       |
| Property Type        | Vacant land tract consisting primarily of cropland with woodland                                   |
| Road Frontage        | Frontage on Ridgeview Road (Virginia Secondary Route 730), as shown on the survey                  |
| Water Feature        | Simmons Creek and an approximate branch are shown along the southern portion of the tract          |
| Acreage / New Survey | ±15.420 acres, completed July 27, 2026; Instrument No. 260001347 sold in gross and not by the acre |

### PROPERTY & SURVEY NOTES

|                   |                                                                                                                           |
|-------------------|---------------------------------------------------------------------------------------------------------------------------|
| Survey            | Current field survey dated July 27, 2026; Seller will not provide an additional survey                                    |
| Utilities         | Tax records list no utilities; overhead utility lines and poles are shown on the survey                                   |
| Stream / Wetlands | Work within Simmons Creek, tributaries or adjacent wetlands may require local, state and federal approvals                |
| Land Use          | Both offerings are currently taxed under land use; rollback taxes, if any, are payable by the party changing the land use |

### GENERAL AUCTION NOTES

|               |                                                                                                                                  |
|---------------|----------------------------------------------------------------------------------------------------------------------------------|
| Earnest Money | \$10,000 non-refundable deposit per offering, due by wire transfer or certified funds no later than 48 hours after auction close |
| Possession    | At closing, after payment in full and transfer of title                                                                          |
| Deed          | Special warranty deed                                                                                                            |
| Taxes         | Current-year real estate taxes will be prorated through the date of closing                                                      |
| Condition     | Real estate is sold as-is, where-is, with no warranties expressed or implied                                                     |

### SOURCE NOTES

- Acreage, boundaries, road frontage, well locations, stream features and survey notes are taken from the July 27, 2026 survey.
- Parcel identifiers and land classifications are taken from the Floyd County real estate tax records included in the bidder packet.
- Auction terms are summarized from the Online Auction Bidders Agreement. The complete agreement and purchase contract control in the event of any inconsistency.



# 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** – Adam A. Plonski Trust by Joseph Plonski as Trustee

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

**AUCTION DATE** – Thursday, September 17<sup>th</sup>, 2026, at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

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

**OFFERING** –

**Legally described as:**

***Offering #1:*** +/- 14.243 ac; Parcel Record Number: 7237; Tax Map #41-65I; Deed Instrument Number: 080000465; BEAVER CREEK TRACT NO 12; New survey completed by Quesenberry Land Surveying on July 27, 2026. Job # 146 and Recorded in Public Record as Plat Instrument #260001347

\*Property is sold in gross and not by the acre, and the purchase price shall not be adjusted for any variance in acreage.

***Offering #2:*** +/- 15.420 ac; Parcel Record Number: 7238; Tax Map #42-47D; Deed Instrument Number: 080000465; BEAVER CREEK TRACT NO 13; New survey completed by Quesenberry Land Surveying on July 27, 2026. Job # 146 and Recorded in Public Record as Plat Instrument #260001347

\*Property is sold in gross and not by the acre, and the purchase price shall not be adjusted for any variance in acreage.

***Address: TBD Ridgeview Rd., Floyd, VA 24091***

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, September 17<sup>th</sup>, 2026 at 3 PM (EST)**

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

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

### **Online Auction Terms & Conditions**

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

- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.
- 8) **Earnest Money Deposit:** A **\$10,000 PER OFFERING**, non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Attorney/Title Company of Purchaser's Choice no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, November 2<sup>nd</sup>, 2026**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a special 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.
  - a. **Land Use:** Both offerings are currently taxed in land use. Any rollback taxes, if any will be paid by party changing land use. This is noted in purchase contract at paragraph 8. In Floyd County, Virginia, the Land Use Program helps lower property taxes for land used for farming, gardening, or forestry. The tax savings are not permanent, they are deferred. This means if the land no longer qualifies, you may have to pay back some of those saved taxes (called rollback taxes). You can apply for the program between October 1 and November 1 each year. Late applications are accepted through December 31. To apply or get more details, contact the Floyd County Commissioner of the Revenue at 540-745-9345.

- 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be the high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 18) **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.
- 19) **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).
- 20) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.

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

**Individual State License #'s**

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

**Firm State License #'s**

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



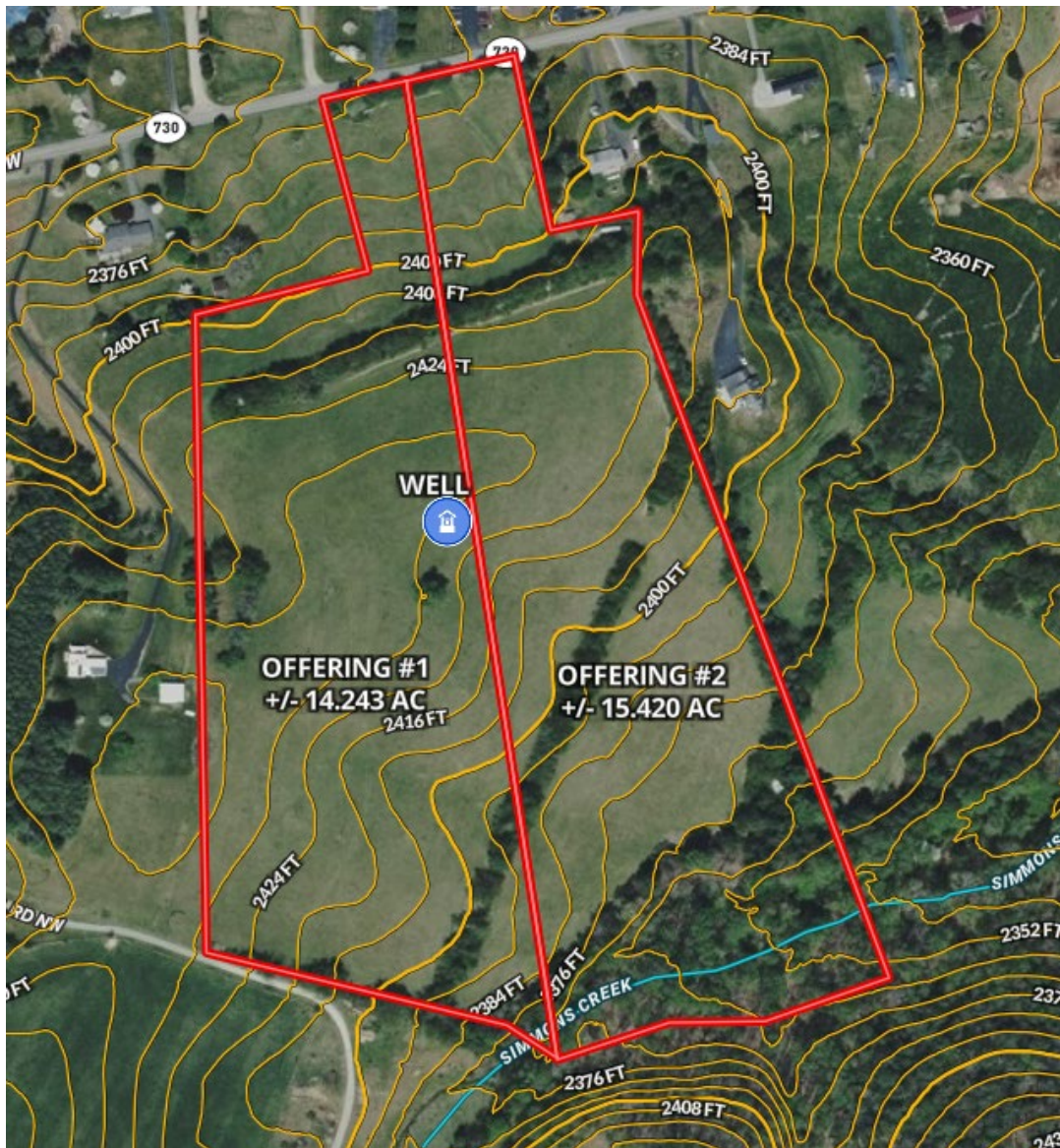
**Auction Services**

# 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

Ridgeview Rd.,  
Floyd, VA 24091





# Location

Ridgeview Rd.,  
Floyd, VA 24091



# NOTES:

1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. SUBJECT PROPERTY AS SHOWN IS ALL OF FLOYD COUNTY TAX SECTION 41, PARCEL 651 AND TAX SECTION 42, PARCEL 47D.
4. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL #51063C0185C, ZONE X, DATED: 4-16-08) AND HAS NOT BEEN FIELD VERIFIED.
5. 25' MINIMUM BUILDING SETBACK FROM SOUTH 40' R/W, VIRGINIA SECONDARY ROUTE #730.
6. ANY STREAMS OR WETLANDS CROSSING(S) SHALL BE DESIGNED, INSTALLED AND MAINTAINED IN A MANNER THAT COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS. ANY PROPOSED WORK WITHIN "SIMMONS CREEK" OR ITS TRIBUTARIES AND/OR ITS ADJACENT WETLANDS IS SUBJECT TO WRITTEN APPROVAL BY THE CORPS OF ENGINEERS AND/OR DEQ PRIOR TO ITS INITIATION. THE OWNER WILL OBTAIN WRITTEN APPROVAL BY SUBMITTING A COMPLETE PERMIT APPLICATION PRIOR TO TO PERFORMING ANY WORK IN THE WATERWAY AND/OR WETLANDS.
7. A VDOT LAND USE PERMIT IS REQUIRED FOR ANY DRIVEWAY CONNECTION TO THE STATE HIGHWAY.

# TITLE REFERENCE:

PLAT SHOWING "14.243 AC. AND 15.420 AC. TRACTS" ARE ALL OF THAT PROPERTY ACQUIRED BY ADAM A. PLONSKI TRUSTEE OF THE ADAM A. PLONSKI TRUST AS DESCRIBED IN DEED INSTRUMENT NO. 080000465, ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

0 100 200 300



VICINITY MAP SCALE: 1" = 2000'

| LEGEND |                       |
|--------|-----------------------|
|        | Adjoiner              |
|        | Overhead Utility Line |
|        | Utility Pole          |
|        | Creek/Branch          |

TAX SECTION 42, PARCEL 47H  
PROPERTY OF  
SIMMONS-GRAHAM CEMETERY  
SEE JOB NO. 146 BY THIS SURVEYOR  
PLAT CABINET 1, SLIDE 363

TAX SECTION 42, PARCEL 47E  
PROPERTY OF  
DIRK P. DAVIS  
JENNIFER K. DAVIS  
DEED INSTRUMENT No. 980000871  
SEE JOB NO. 146 BY THIS SURVEYOR  
PLAT CABINET 1, SLIDE 363

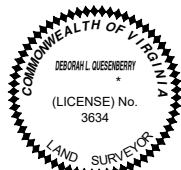
TAX SECTION 42, PARCEL 47D  
PROPERTY OF  
ADAM A. PLONSKI TRUSTEE  
OF THE ADAM A. PLONSKI TRUST  
DEED INSTRUMENT No. 080000465  
SEE JOB NO. 146 BY THIS SURVEYOR  
PLAT CABINET 1, SLIDE 363

TAX SECTION 41, PARCEL 651  
PROPERTY OF  
ADAM A. PLONSKI TRUSTEE  
OF THE ADAM A. PLONSKI TRUST  
DEED INSTRUMENT No. 080000465  
SEE JOB NO. 146 BY THIS SURVEYOR  
PLAT CABINET 1, SLIDE 363

TAX SECTION 41, PARCEL 65H  
PROPERTY OF  
JEFFREY L. MENISE  
SUSAN MENISE  
DEED INSTRUMENT No. 170001225  
SEE JOB NO. 146 & 146A BY THIS SURVEYOR  
PLAT CABINET 1, SLIDE 363  
PLAT INSTRUMENT No. 170001223

THIS SITE HAS NOT BEEN APPROVED FOR PRIVATE WATER AND/OR WASTEWATER SYSTEM

THIS SITE HAS NOT BEEN APPROVED FOR PRIVATE WATER AND/OR WASTEWATER SYSTEM



PLAT SHOWING  
"PARCELS OF RECORD"

14.243 AC. "TRACT 12"

AND

15.420 AC. "TRACT 13"

PROPERTY OF

ADAM A. PLONSKI TRUSTEE  
OF THE ADAM A. PLONSKI TRUST

LOCATED ON VIRGINIA SECONDARY ROUTE #730

"RIDGEVIEW ROAD NW"

ALUM RIDGE MAGISTERIAL DISTRICT

FLOYD COUNTY, VIRGINIA

SCALE: 1" = 100' DATE: 27 JULY 2026

L. J. QUESENBERRY, LICENSED LAND SURVEYOR

521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343

PHONE & FAX: (276)-728-7471 \* E-MAIL: quesenberrysurveying@gmail.com

# SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT.

GIVEN UNDER MY HAND THIS 27th DAY OF JULY 2026.

DEBORAH L. QUESENBERRY, L.S. #3634

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, 2026 AT \_\_\_\_ M.  
THIS PLAT RECEIVED IN OFFICE AND ADMITTED TO RECORD.

CLERK / DEPUTY CLERK

# VDOT STATEMENT:

THE ROADS IN THIS DIVISION DO NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY VDOT OR FLOYD COUNTY AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD. ROADS THAT ARE NOT CONSTRUCTED TO MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEMS OF STATE HIGHWAYS SHALL BE PRIVATELY OWNED, CONSTRUCTED, OPERATED AND MAINTAINED.

080000465

Map No.: 41- 65I-42-47D

THIS DEED OF GIFT, made this <sup>15</sup>25 day of February, 2008, by and between, ADAM. A PLONSKI, solo male, Grantor and, ADAM A. PLONSKI, TRUSTEE of the ADAM A. PLONSKI TRUST, Grantee.

After recordation, please return to Montgomery & Associates, P.C., 1901 S. Main Street, Suite 3, Blacksburg, VA 24060

WITNESSETH:

WHEREAS, Elizabeth . Plonski, the wife of Adam A. Plonski is deceased and by law the realty herein transferred to Adam A. Plonski.

NOW, THEREFORE, in consideration of the love and affection the Grantor has for the Grantee, the Grantor does hereby grant and convey, in fee simple, with *General Warranty* and *Modern English Covenants of Title*, all his interest in this realty to Adam A. Plonski, Trustee of the Adam A. Plonski Trust, all the following real estate, to wit :

All those two (2) certain parcels or tracts of real estate, lying and being in the Alum Ridge Magisterial District of Floyd County, Virginia, and being Lot No. 12 containing 14.2505 acres, and Lot No. 13 containing 15.4204 acres, according to that certain plat of survey, prepared by L. J. Quesenberry, Land Survey dated 3 June, 1978, as Job No. 416 and of record in Plat Book 5 at Page 61, of the Clerk's Office of the Circuit Court of Floyd County, Virginia, and

Being Parcel No. 3 and Parcel No. 4 of that certain deed from James H. Quesenberry, divorced, to Woodlawn Partnership, dated 20 July, 1978, and of record in the above cited Clerk's Office in Deed Book 125 at Page 732, to which deed of reference is hereby made for a complete metes and bounds description of the herein described real estate.

return to:

LAW OFFICES  
JAMES MONTGOMERY &  
ASSOCIATES  
ATTORNEYS & COUNSELORS  
AT LAW  
1001 SOUTH MAIN STREET  
SUITE 3  
BLACKSBURG, VIRGINIA  
24060

mailed  
2-28-08

PG0023 FEB 28 08

PG0024 FEB288

AND BEING all the same parcel of land that was conveyed to Adam A. Plonski and Elizabeth T. Plonski, husband and wife by deed dated September 20, 1979, recorded in said Clerk's Office in Deed Book 131, Page, 291

TO FURTHER HAVE AND TO HOLD the property with full power, right and authority hereby granted unto Grantees, and their successors in trust, to sell, lease, exchange, encumber and/or convey the said property, either in whole or in part, upon such terms and conditions and for such consideration, or no consideration, as Grantees may in the discretion of Grantees deem advantageous, with the further right to subdivide and re-subdivide said property and to dedicate such portions thereof for public use as Grantees shall deem desirable, together with the right to grant licenses and easements for utilities or other purposes across, over and under said property, and Grantees are hereby empowered to execute, acknowledge and deliver such deed, deeds of trust, leases and other instruments necessary to carry out the foregoing powers, and there shall be no obligation or liability upon any purchaser or purchasers, lessee or lessees of said property, or any part thereof, or upon and party or parties making any loans secured by deed or deeds of trust upon said property, or any part thereof, to see to the proper application of the proceeds of such sale, lease or loan.

Every deed, deed of trust, lease or other instrument executed by the Grantees, or the trustees or successors in trust, on behalf of the trust identified herein and in relation to the property described herein shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder that: (1) at the time of the delivery of such instrument the trust was in full force and effect; (2) that such instrument was executed in accordance with the terms and conditions of the trust agreement establishing said trust, as the same may be amended from time to time, and is binding upon all beneficiaries under said trust; and (3) if such instrument is

PG0025 FEB2808

executed by successor(s) in trust to the Grantees, that such successor(s) in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of Grantees.

THIS CONVEYANCE IS MADE SUBJECT to all reservations, restrictions, easements, and agreements of record to the extent that they may lawfully apply to the property hereby conveyed.

This conveyance is made pursuant to §58.1-811(D) of the Code of Virginia, 1950, as amended. Therefore, no recordation tax is to be collected on this deed.

WITNESS the following signatures and seals.

Adam A. Plonski (SEAL)  
Adam A. Plonski

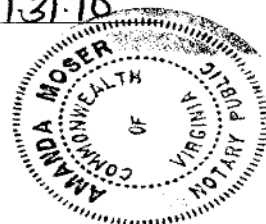
COMMONWEALTH OF VIRGINIA,  
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this 25<sup>th</sup> day of February, 2008, by Adam A. Plonski, grantor.

Amanda Moser  
Notary Public

My commission expires: 01-31-10

Number: 7010797



LAW OFFICES  
JAMES MONTGOMERY &  
ASSOCIATES  
ATTORNEYS & COUNSELORS  
AT LAW  
1001 SOUTH MAIN STREET  
SUITE 3  
BLACKSBURG, VIRGINIA  
24000

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
February 27, 2008, at 9:08 P M  
This instrument received in office, and, with certificate thereto attached  
admitted to record. The tax imposed by Section 58.1-502 of the code in  
the amount of \$ \_\_\_\_\_ has been paid.

Teste: WENDELL G. PETERS, Clerk

James M. Blusher D.C.

OFFERING #1 TAX CARD

PROPERTY

Parcel Information

|                            |                                 |               |            |
|----------------------------|---------------------------------|---------------|------------|
| Parcel Record Number (PRN) | 7237                            | Town/District | ALUM RIDGE |
| Account Name               | ADAM A PLONSKI TRUST            |               |            |
| Account Name 2             |                                 |               |            |
| Care Of                    | C/O MICHAEL PLONSKI             |               |            |
| Address1                   | 9 ROANWOOD DR                   |               |            |
| Address2                   |                                 |               |            |
| City, State Zip            | ROLLING HILLS ESTATES, CA 90274 |               |            |
| Business Name              |                                 |               |            |
| Location Address(es)       | RT 730                          |               | VA         |

Map Number

|            |       |        |              |       |     |        |
|------------|-------|--------|--------------|-------|-----|--------|
| Map Number | Sheet | Insert | DoubleCircle | Block | Lot | SubLot |
| 041 65I    | 041   |        |              |       | 65  | I      |

|              |                          |
|--------------|--------------------------|
| Total Acres  | 14.25                    |
| Deed         | DG-08-0000465            |
| Will         | NONE                     |
| Plat         | NONE                     |
| Route        | 730                      |
| Legal Desc 1 | BEAVER CREEK TRACT NO 12 |
| Legal Desc 2 |                          |
| Zoning       |                          |
| State Class  | SFR SUBURBAN             |
| Topology     |                          |
| Utilities    | NONE                     |

Assessed Values

|                  |                      |                       |
|------------------|----------------------|-----------------------|
| Type             | Current Value (2026) | Previous Value (2025) |
| Land             | \$142,500            | \$142,500             |
| Main Structures  | \$0                  | \$0                   |
| Other Structures | \$0                  | \$0                   |
| TOTALS           | \$142,500            | \$142,500             |

Sales History

|                |            |                         |                  |            |
|----------------|------------|-------------------------|------------------|------------|
| Grantor        | Sale Price | Instrument              | Number of Tracts | Sale Date  |
| PLONSKI ADAM A |            | DEED OF GIFT-08-0000465 | 1                | 02/27/2008 |
|                | \$0        | UNKNOWN-02-0000093      | 1                | 08/09/2002 |

Land Segments

|     |             |       |          |           |
|-----|-------------|-------|----------|-----------|
| Seg | Description | Size  | AdjRate  | Value     |
| 1   | RURAL LAND  | 14.25 | \$10,000 | \$142,500 |

Main Structures

No data to display

# OFFERING #2 TAX CARD

## PROPERTY

### Parcel Information

Parcel Record Number (PRN) **7238** Town/District **ALUM RIDGE**

Account Name **ADAM A PLONSKI TRUST**

Account Name 2

Care Of **C/O MICHAEL PLONSKI**

Address1 **9 ROANWOOD DR**

Address2

City, State Zip **ROLLING HILLS ESTATES, CA 90274**

Business Name

Location Address(es) **RT 730** **VA**

### Map Number

Map Number Sheet Insert DoubleCircle Block Lot SubLot  
**042 47D 042 47 D**

Total Acres **15.42**

Deed **DG-08-0000465**

Will **NONE**

Plat **NONE**

Route **730**

Legal Desc 1 **BEAVER CREEK TRACT NO 13**

Legal Desc 2

Zoning

State Class **SFR SUBURBAN**

Topology

Utilities **NONE**

### Assessed Values

| Type             | Current Value (2026) | Previous Value (2025) |
|------------------|----------------------|-----------------------|
| Land             | <b>\$201,300</b>     | <b>\$201,300</b>      |
| Main Structures  | <b>\$0</b>           | <b>\$0</b>            |
| Other Structures | <b>\$0</b>           | <b>\$0</b>            |
| <b>TOTALS</b>    | <b>\$201,300</b>     | <b>\$201,300</b>      |

### Sales History

| Grantor        | Sale Price | Instrument              | Number of Tracts | Sale Date  |
|----------------|------------|-------------------------|------------------|------------|
| PLONSKI ADAM A |            | DEED OF GIFT-08-0000465 | 1                | 02/27/2008 |
|                | \$0        | UNKNOWN-02-0000093      | 1                | 08/09/2002 |

### Land Segments

| Seg | Description | Size  | AdjRate  | Value     |
|-----|-------------|-------|----------|-----------|
| 1   | CROPLAND    | 12.42 | \$15,000 | \$186,300 |
| 2   | WOODLAND    | 3.00  | \$5,000  | \$15,000  |

### Main Structures



**VIRGINIA REALTORS®**  
**CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY**  
 (This is a legally binding contract. If you do not understand any part of it, please seek competent advice before signing.)



This CONTRACT FOR PURCHASE OF UNIMPROVED PROPERTY made as of September 17th, 2026, between Adam A Plonski Trust by Joseph Plonski Trustee (the "Seller," whether one or more), whose address is \_\_\_\_\_, and \_\_\_\_\_ (the "Purchaser", whether one or more), whose address is \_\_\_\_\_ provides: The Listing Company (who represents Seller) is United Country Blue Ridge Land & Auction and the Selling Company (who ☒ does OR ☐ does not represent Purchaser) is United Country Blue Ridge Land & Auction

1. **REAL PROPERTY:** Purchaser agrees to buy and Seller agrees to sell the land and all improvements thereon located in the County or City of Floyd, Virginia and described as (legal description):  
**Offering #1: +/- 14.243 ac; Parcel Record Number: 7237; Tax Map #41-65I; Deed Instrument Number: 080000465; BEAVER CREEK TRACT NO 12; Plat Instrument #260001347**  
**Offering #2: +/- 15.420 ac; Parcel Record Number: 7238; Tax Map #42-47D; Deed Instrument Number: 080000465; BEAVER CREEK TRACT NO 13; Plat Instrument #260001347**  
 and more commonly known as: Ridgeview Road, Floyd, VA 24091  
 (the "Property").

2. **PURCHASE PRICE:** The Purchase Price (the "Purchase Price") of the Property is \$ \_\_\_\_\_.  
☒ This sale shall be in gross, and the Purchase Price shown above shall be the exact sales price.  
☐ The Purchase Price shall be adjusted at settlement to an exact purchase price of \$ \_\_\_\_\_ per (sq ft.) (acre). The exact area to be determined by a survey to be made by a licensed surveyor and paid for by ☐ Purchaser OR ☐ Seller OR ☐ \_\_\_\_\_. Purchaser shall pay to Seller at settlement the Purchase Price in cash or by cashier's certified check, subject to the prorations herein and from the following sources:

☐ (a) **THIRD PARTY FIRST TRUST:** This sale is subject to Purchaser's ☐ obtaining OR ☐ assuming: ☐ a conventional OR ☐ other (describe) (\_\_\_\_\_) loan secured by a first deed of trust lien on the Property in the principal amount of \$ \_\_\_\_\_, or \_\_\_\_\_% of the Purchase Price bearing interest at a fixed rate not exceeding \_\_\_\_\_% per year, or at an adjustable rate with an initial rate not exceeding \_\_\_\_\_% per year and a maximum rate during the term of the loan not exceeding \_\_\_\_\_% per year, or at the market rate of interest at the time of settlement, amortized over a term of \_\_\_\_\_ years, and requiring not more than a total of \_\_\_\_\_ loan discount points, excluding a loan origination fee, or an assumption fee not exceeding \$ \_\_\_\_\_. (If this contract provides for the assumption of a loan: (i) the parties acknowledge that the balance set forth above is approximate and that the principal amount to be assumed will be the outstanding principal balance on the date of settlement, and (ii) Purchaser shall assume all obligations of Seller under such loan.)

☐ (b) **THIRD PARTY SECOND TRUST:** As set forth in paragraph 4, this sale is also subject to Purchaser's obtaining a loan secured by a second deed of trust lien on the Property in the principal amount of \$ \_\_\_\_\_, or \_\_\_\_\_% of the Purchase Price bearing interest at rate not exceeding \_\_\_\_\_% per year, amortized as follows \_\_\_\_\_, and requiring not more than a total of \_\_\_\_\_ loan discount points, excluding the origination fee.

☐ (c) **BALANCE OF PURCHASE PRICE:** Purchaser will provide the balance of the Purchase Price from Purchaser's funds in cash or by cashier's or certified check or wired funds at settlement. Purchaser shall give Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) **OTHER FINANCING TERMS:** Contract is not subject to purchasers obtaining a loan or financing.  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

3. **DEPOSIT:** Purchaser shall make a deposit of \$10,000.00 to be held by **United Country Blue Ridge Land & Auction** (the "Escrow Agent") (the "Deposit"). Purchaser **[select one]:** ☐ has paid the Deposit to the Escrow Agent OR ☒ will pay the Deposit to the Escrow Agent within 2 days (the "Deposit Date") after the date this Contract is fully executed by the parties. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Contract. At Seller's option and in lieu of all other remedies set forth in this Contract, Seller may terminate this Contract by written notice to Purchaser and neither party shall have any further obligation hereunder.

If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) the date this Contract is fully executed by the parties, or (ii) the Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the Purchase Price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition; (iii) a court of competent jurisdiction orders a disbursement of the funds; or (iv) disbursed in such manner as authorized by the terms of this Contract or by Virginia law or regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

If the Property is foreclosed upon while this Contract is pending, the terms of Section 54.1-2108.1 of the Code of Virginia shall apply to the disbursement of the Deposit. Foreclosure shall be considered a termination of this Contract by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

4. **FINANCING:**

(a) This Contract is contingent upon Purchaser obtaining and delivering to Seller a written commitment or commitments, as the case may be, for the third-party financing or loan assumption required in paragraph 2. Purchaser agrees to make written application for such financing or assumption (including the payment of any required application, credit, or appraisal fees) within five (5) business days of the date of acceptance of this Contract and to diligently pursue obtaining a commitment for such financing.

(b) If Purchaser does not obtain such written commitment and so notifies Seller or Listing Company in writing before 5:00 p.m. local time on \_\_\_\_\_ (if no date is filled in, the date shall be the same date set forth in paragraph 7), then if Purchaser is otherwise in compliance with the terms of this Contract, this Contract shall terminate upon giving such a notice and the Deposit shall be refunded to Purchaser. If Purchaser does not obtain such a written commitment and notice thereof is not received by the deadline, or such later deadline as the parties may agree upon in writing, then Purchaser's financing contingency set out in subparagraph 4(a) above shall nonetheless continue unless Seller gives Purchaser written notice of intent to terminate this Contract. If Seller gives Purchaser such notice, this Contract shall terminate as of 5:00 p.m. local time on the third day following Seller's delivery of such notice to Purchaser unless before that time Purchaser has delivered to Seller a commitment in compliance with the provisions of subparagraph 4(a) above, or a removal of Purchaser's financing contingency and evidence of the availability of funds necessary to settle without such financing.

(c) If the balance of the Purchase Price in excess of the Deposit is to be paid in cash without third party or seller financing, Purchaser shall give Seller written verification from Purchaser's bank or other sources within fifteen (15) days after the date this Contract is fully ratified that Purchaser has or can have the balance of the Purchase Price in cash not later than the settlement date. If Purchaser fails to give such verification within such time, Seller may terminate this Contract by giving Purchaser written notice thereof within ten (10) days after the date by which verification was to be given.

(d) Unless specified in a written contingency, neither this Contract nor Purchaser's financing is dependent or contingent on the sale or settlement or lease of other real property.

(e) The occurrence of any of the following shall constitute a default by Purchaser under this Contract:

- (i) Purchaser fails to make timely application for any financing provided for hereunder, or to diligently pursue obtaining such financing;
- (ii) Purchaser fails to lock in the interest rate(s) provided for hereunder and the rate(s) increase so that Purchaser no longer qualifies for the financing;
- (iii) Purchaser fails to comply with the lender's reasonable requirements in a timely manner;
- (iv) Purchaser fails to notify the lender, Seller or Listing Company promptly of any material adverse change in Purchaser's financial situation that affects Purchaser's ability to obtain the financing;
- (v) Purchaser does not have the down payment, closing costs or fees, or other funds required to settle as provided in this Contract;
- (vi) Purchaser does or fails to do any act following ratification of this Contract that prevents Purchaser from obtaining the financing; or
- (vii) Purchaser makes any deliberate misrepresentation, material omission, or other inaccurate submission or statement that results in Purchaser's inability to secure the financing.

NOT  
APPLICABLE

(f) Purchaser ☐ does OR ☐ does not intend to occupy the Property as a primary residence.

(g) Nothing in this Contract shall prohibit Purchaser from pursuing alternative financing from the financing specified in paragraph 2. Purchaser's failure to obtain the alternative financing shall be at Purchaser's risk, and shall not relieve Purchaser of the consequences set forth in this paragraph 4 should Purchaser fail to pursue, as required in this paragraph 4, the financing set forth in paragraph 2.

5. **LOAN FEES:** Except as otherwise agreed upon in this Contract, Purchaser shall pay all points, loan origination fees, charges and other costs imposed by a lender or otherwise incurred in connection with obtaining the loan or loans. The amount of any contributions Seller agrees to make under this Contract toward Purchaser's loan fees shall include miscellaneous and tax service fees charged by a lender for financing described in this Contract and which by regulation or law Purchaser is not permitted to pay.
6. **TITLE INSURANCE.** Purchaser may, at Purchaser's expense, 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. Purchaser may purchase title insurance at either "standard" or "enhanced" coverage and rates. For purposes of owner's policy premium rate disclosure by Purchaser's lender(s), if any, Purchaser and Seller require that enhanced rates be quoted by Purchaser's lender(s). Purchaser understands that nothing herein obligates Purchaser to obtain any owner's title insurance coverage at any time, including at Settlement, and that the availability of enhanced coverage is subject to underwriting criteria of the title insurer.
7. **SETTLEMENT; POSSESSION:** Settlement shall be made at Attorney of Purchaser's Choice on or about November 2, 2026. "Settlement" means the time when the settlement agent has received the duly executed deed, loan funds, loan documents, and other documents and funds required to carry out the terms of the contract between the parties and the settlement agent reasonably determines that prerecordation conditions of such contracts have been satisfied. Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. At settlement, Seller will deliver the deed described in paragraph 15, an affidavit acceptable to Purchaser and Purchaser's title insurance company as to parties in possession and mechanic's liens, applicable non-foreign status and state residency certificates and applicable IRS 1099 certificates.
8. **EXPENSES; PRORATIONS; ROLLBACK TAXES:**
  - (a) Each party shall bear its own expenses in connection with this Contract, except as specifically provided otherwise herein. Seller agrees to pay the expense of preparing the deed and the recordation tax applicable to grantors; all expenses incurred by Purchaser in connection with the purchase, including without limitation title examination, insurance premiums, survey costs, recording costs and the fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent escrow deposits, and other ownership fees, if any, shall be prorated as of the date of settlement.
  - (b) Rollback taxes shall be paid as follows:  
☐ By Purchaser ☐ By Seller ☒ By party changing land use The terms of this paragraph survives the recording of the deed. Both offerings are currently taxed in land use. Any rollback taxes if any will be paid by party changing land use.
9. **BROKERAGE FEE; SETTLEMENT STATEMENTS:** Seller and Purchaser authorize and direct the settlement agent to disburse to Listing Company and/or Selling Company from the settlement proceeds their respective portions of the brokerage fee payable as a result of this sale and closing under the Contract. Each of Listing Company and/or Selling Company shall deliver to the settlement agent, prior to settlement, a signed written statement setting forth the fee to which such company is entitled and stating how such fee and any additional sales incentives are to be disbursed. Seller and Purchaser authorize and direct the settlement agent to provide to each of Seller, Purchaser, Listing Company and Selling Company a copy of the unified settlement statement for the transaction.
10. **BROKER INDEMNIFICATION:** Seller and Purchaser agree to hold harmless Listing Company, Selling Company, the officers, directors and employees, or any real estate broker or salesperson employed by or affiliated with the Listing Company or Selling Company for any delay, or expense caused by such delay, in settlement due to regulatory or legal requirements.
11. **STUDY PERIOD:** Purchaser shall have n/a days from the date this Contract is executed by both Purchaser and Seller to determine, through engineering and feasibility studies, whether Purchaser's plan of development of the Property is practical. Purchaser shall contract for such studies within ten (10) days from the date of execution, and deliver to Seller and Listing Company copies of the letter(s) ordering the studies, said letter(s) stipulating that true copies of all studies are to be sent to Seller or Listing Company, simultaneously with delivery to Purchaser. If within such study period Purchaser notifies Seller or Listing Company, in writing, that Purchaser's plan, in Purchaser's sole judgment, is not practical, Purchaser may terminate this Contract and receive a refund of the Deposit and the parties shall have no further liability or obligations hereunder, except as set forth herein. Time shall be of the essence of this provision.

12. **SOIL STUDY:** This Contract is contingent for n/a days from date of execution of this Contract by both Purchaser and Seller to allow \_\_\_\_\_ at its expense to obtain a soil study and/or percolation test, which shall lawfully allow for the erection and use of \_\_\_\_\_ on the Property. Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible or practicable, Purchaser shall have the right, upon written notice to Seller, to terminate this Contract, in which event the Deposit shall be returned to Purchaser and the parties shall have no further liability or obligations hereunder, except as set forth herein.
13. **ACCESS:** Purchaser and Purchaser's agents and engineers shall have the right to enter onto the Property at all reasonable times prior to settlement for purposes of engineering, surveying, title or such other work as is permitted under this Contract, so long as such studies do not result in a permanent change in the character or topography of the Property. Purchaser shall not interfere with Seller's use of the Property, and Purchaser, at Purchaser's expense, shall promptly restore the Property to its prior condition upon completion of Purchaser's studies or work. Purchaser to keep the Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Contract and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on the Property. This obligation shall survive settlement and transfer of title and possession to the Property.
14. **RISK OF LOSS:** All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause 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 and recovering the Deposit, or (ii) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.
15. **TITLE:** At settlement Seller shall convey the Property to Purchaser by general warranty deed containing English covenants of title (except that conveyance from a personal representative of an estate or from a trustee or institutional lender shall be by special warranty deed), free of all encumbrances, tenancies, and liens (for taxes and otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect the use of the Property for Purchaser's intended purposes or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto. In the event this sale is subject to a financing contingency under paragraph 2(a) or 2(b), the access to a public road must be acceptable to each lender. If the examination reveals a title defect of a character that can be remedied by legal action or otherwise within a reasonable time, then Seller, at Seller's expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within 60 days after Seller receives notice of the defect, then Purchaser shall have the right to (i) terminate this Contract, in which event the Deposit shall be returned to Purchaser, and Purchaser and Seller shall have no further obligations hereunder, or (ii) waive the defect and proceed to settlement with no adjustment to the Purchase Price. If Seller has agreed to cure such defect, the parties agree that the settlement date prescribed in paragraph 7 shall be extended as necessary to enable Seller to cure such title defect, but not for more than 60 days unless agreed by the parties.
16. **COMMON INTEREST COMMUNITY:**

Seller represents that the Property **[select one]:** ☐ is OR ☒ is not located in a Common Interest Community. Pursuant to §55.1-2307 et. seq. of the Code of Virginia, a Common Interest Community means a property owners' association subject to the Property Owners' Association Act (§55.1-1800 et seq.), a condominium created pursuant to the Virginia Condominium Act (§55.1-1900 et seq.), or a cooperative created pursuant to the Virginia Real Estate Cooperative Act (§55.1-2100 et seq.).

If the Property is in a Common Interest Community, then pursuant to §55.1-2308 Seller is required to obtain from the association a resale certificate and provide it to Purchaser unless exempt pursuant to §55.1-2317.

If delivery of the resale certificate to the purchaser or purchaser's agent, whether or not complete pursuant to § 55.1-2310, or a notice that the resale certificate is unavailable, occurs before the contract is ratified, the purchaser may cancel the contract within a time period agreed upon by all parties in the ratified real estate contract. If no time period is specified in the ratified real estate contract, the purchaser shall have three days from the date of ratification to cancel the contract.

If delivery of the resale certificate to the purchaser or purchaser's agent, whether or not complete pursuant to § 55.1-2310, or a notice that such resale certificate is unavailable, occurs after the contract is ratified, the purchaser may cancel the contract within a time period agreed upon by all parties to the real estate contract. If no time period is specified in the ratified real estate contract, the purchaser shall have three days from receipt of the resale certificate or notice that the resale certificate is unavailable to cancel the contract.

If the resale certificate or notice that the resale certificate is unavailable has not been delivered to the purchaser, the purchaser or purchaser's agent may cancel the contract at any time prior to settlement.

The written notice of cancellation shall be delivered within \_\_\_\_ days (if blank 3) after delivery of the resale certificate. Purchaser's right to receive the resale certificate and the right to cancel the contract are waived conclusively if not exercised before settlement.

If a resale certificate was issued more than 30 days but less than 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 delivered to the person requesting it, or as such person may direct, in the format requested. The updated resale certificate shall be delivered within 10 days after the written request. A request for an updated resale certificate does not extend the cancellation periods set forth above.

17. **NOTICE TO PURCHASER REGARDING SETTLEMENT AGENT AND SETTLEMENT SERVICES:** Choice of Settlement Agent: Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia provides that in loans made by lenders and secured by first deeds of trust or mortgages on real estate containing not more than four residential dwelling units, 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 Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia 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 his settlement agent, upon request, in accordance with the provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

To facilitate the settlement agent's preparation of various closing documents, including any HUD-1 or Closing Disclosure, Purchaser hereby authorizes the settlement agent to send such Closing Disclosure to Purchaser by electronic means and agrees to provide the settlement agent Purchaser's electronic mail address for that purpose only.

18. **MECHANICS LIEN NOTICE:**

(a) Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished material 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, or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) 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.

19. **NON-BINDING MEDIATION:** In an effort to avoid the expense and delay of litigation, the parties agree to submit any disputes or claims arising out of this Contract, including those involving the Listing Company or the Selling Company, to mediation prior to instituting litigation. Such mediation will be **non-binding**, that is, no party will be obligated to enter into any settlement arising out of mediation unless that settlement is satisfactory to that party. Any settlement the parties enter into will be binding, but if the parties are not able to reach agreement on a settlement, they may resort to arbitration or litigation as if the mediation had never taken place. The mediation will be performed by a mutually-agreeable mediator or mediation service in the area. This agreement to mediate does not apply to foreclosure, unlawful detainer (eviction), mechanics lien, probate, or license law actions. Judicial actions to provide provisional remedies (such as injunctions and filings to enable public notice of pending disputes) are not violations of the obligation to mediate and do not waive the right to mediate.
20. **NOTICE TO PURCHASER(S):** Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on sexual offenders registered under Chapter 23 (Section 19.2-987 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Records Exchange at (804) 674-2000 or <https://www.vsp.or.com/>.
21. **DEFAULT:** If Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the brokerage fee referenced in paragraph 9 hereof as if this Contract had been performed and for any damages and all expenses incurred by non-defaulting party, Listing Company and Selling Company in connection with this transaction and the enforcement of this Contract, including, without limitation attorneys' fees and costs, if any. Payment of a real estate broker's fee as the result of a transaction relating to the Property which occurs subsequent to a default under this Contract shall not relieve the defaulting party of liability for the fee of Listing Company in this transaction and for any damages and expenses incurred by the non-defaulting party, Listing Company and Selling Company in connection with this transaction. In any action brought by Seller, Purchaser, Listing Company, or Selling Company under this Contract or growing out of the transactions contemplated herein, the prevailing party in such action shall

be entitled to receive from the non-prevailing party or parties, jointly and severally, in addition to any other damages or awards, reasonable attorneys' fees and costs expended or incurred in prosecuting or defending such action.

22. **OTHER TERMS:** (Use this space for additional terms not covered elsewhere in this Contract.)  
**Contract is not contingent upon any matter (financing, inspections, due diligence, soil study, etc) other than seller providing purchaser with a clear title.**

**At settlement Seller shall convey the Property to Purchaser by special warranty deed.**

23. **BROKERS: LICENSEE STATUS:**

(a) Listing Company and Selling Company may from time to time engage in general insurance, title insurance, mortgage loan, real estate settlement, home warranty and other real estate-related businesses and services, from which they may receive compensation during the course of this transaction, in addition to real estate brokerage fees. The parties acknowledge that Listing Company and Selling Company are retained for their real estate brokerage expertise, and neither has been retained as an attorney, tax advisor, appraiser, title advisor, home inspector, engineer, surveyor, or other professional service provider.

(b) Disclosure of Real Estate Board/Commission licensee status, if any is required in this transaction: \_\_\_\_\_

24. **MISCELLANEOUS:** This Contract may be signed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same document. Documents delivered by facsimile machine shall be considered as originals. Unless otherwise specified herein, "days" mean calendar days. For the purpose of computing time periods, the first day shall be the day following the date this Contract is fully ratified. This Contract represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Contract shall be construed, interpreted and applied according to the laws of the state in which the Property is located and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with or are inconsistent with the printed terms hereof, the handwritten and typewritten terms shall control. Whenever the context shall so require, the masculine shall include the feminine and singular shall include the plural. Unless otherwise provided herein, the representations and warranties made by Seller herein and all other provisions of this Contract shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

25. **WIRE FRAUD ALERT.** Criminals are hacking email accounts of real estate agents, title companies, settlement attorneys, and others, resulting in fraudulent wire instructions being used to divert funds to the account of the criminal. Purchaser and Seller are advised to not wire any funds without personally speaking with the intended recipient of the wire to confirm the routing number and the account number. Neither Purchaser or Seller should send personal information such as Social Security numbers, bank account numbers, and credit card numbers except through secured email or personal delivery to the intended recipient. **To report wire fraud and internet crime complaints go to <https://www.ic3.gov> .**

26. **ELECTRONIC SIGNATURES.** \_\_\_\_\_ / \_\_\_\_\_ **If this paragraph is initialed by both parties, then in accordance with the Uniform Electronic Transactions Act (UETA) and the Electronic Signatures in Global and National Commerce Act, or E-Sign, regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement. The parties hereby agree that either party may sign electronically by utilizing an electronic signature service.**

27. **ACCEPTANCE:** This Contract, when signed by Purchaser, shall be deemed an offer to enter into a bilateral contract. If not accepted by Seller by \_\_\_\_\_ (time), \_\_\_\_\_, it shall become null and void.

# SAMPLE

WITNESS the following duly authorized signatures: (SEPARATE ALL COPIES BEFORE SIGNING BELOW)

**PURCHASER:**

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

\_\_\_\_\_/\_\_\_\_\_  
DATE PURCHASER

**SELLER:**

\_\_\_\_\_/\_\_\_\_\_  
DATE SELLER  
Adam A Plonski Trust by Joseph Plonski Trustee

\_\_\_\_\_/\_\_\_\_\_  
DATE SELLER

\_\_\_\_\_/\_\_\_\_\_  
DATE SELLER

\_\_\_\_\_/\_\_\_\_\_  
DATE SELLER

---

## For information purposes only:

Selling Company's Name and Address

United Country Blue Ridge Land & Auction

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

MLS Broker Code: \_\_\_\_\_ Office ID No. \_\_\_\_\_

Agent Name: Matt Gallimore

Agent ID No.: \_\_\_\_\_

Agent E-mail address: \_\_\_\_\_

Listing Company's Name and Address:

United Country Blue Ridge Land & Auction

Office Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

MLS Broker Code: \_\_\_\_\_ Office ID No. \_\_\_\_\_

Agent Name: Matt Gallimore

Agent ID No.: \_\_\_\_\_

Agent E-mail address: \_\_\_\_\_

**This Contract has been ratified by Purchaser and Seller as of \_\_\_\_\_ ("Date of Ratification").**

Acknowledgement that Contract is ratified as of the date above.

Selling Firm \_\_\_\_\_  
(signature)

Listing Firm \_\_\_\_\_  
(signature)

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# WELL / OFFERING #1

Form GW-2  
1978-10-000

COMMONWEALTH OF VIRGINIA

## WATER WELL COMPLETION

(Certification of Completion/Completion)

State Water Control Board  
P. O. Box 11143  
2111 North Hamilton St.  
Richmond, Va. 23230

County/City

FLOYD

County/City Stamp

### Virginia Plane Coordinates

N  
E  
Latitude & Longitude  
N  
W

• Topo. Map No.  
• Elevation ft.  
• Formation  
• Lithology  
• River Basin  
• Province  
• Type Logs  
• Cuttings  
• Water Analysis  
• Aquifer Test

• Owner ADAM PLOWSKI

• Well Designation or Number

Address PO 179  
Shore VA

Phone

• Drilling Contractor HAYNES DRILLING CO

Address 160 ROSE HILL LN  
CHES VA

Phone

WELL LOCATION: 1/2 mile/miles W direction of RT 8  
and 200 feet/miles S (direction) of 730  
(If possible please include map showing location marked)

Date started 8-21-90

• Date completed 8-24-90

Type rig AIR-R

County Permit

Certification of inspecting official:

This well does not meet code/flow requirements.

S.

Date

For Office Use

Tax Map I.D. No.

Subdivision

Section

Block

Lot

Class Well: I IIA

IIIB IIIA IIIB

IIIC IIID IIIE

### 1. WELL DATA: New ☒ Reworked ☐ Deepened ☐

• Total depth 125 ft.

• Depth to bedrock 67 ft.

• Hole size (Also include reamed zones)

• 10 inches from 0 to 80 ft.  
• 6 inches from 80 to 125 ft.  
• \_\_\_\_\_ inches from \_\_\_\_\_ to \_\_\_\_\_ ft.

• Casing size (I.D.) and material

• 8 1/4 inches from -1 to 79 ft.

Material PVC

Wt. per foot \_\_\_\_\_ or wall thickness \_\_\_\_\_ in.

• \_\_\_\_\_ inches from \_\_\_\_\_ to \_\_\_\_\_ ft.

Material

Wt. per foot \_\_\_\_\_ or wall thickness \_\_\_\_\_ in.

• \_\_\_\_\_ inches from \_\_\_\_\_ to \_\_\_\_\_ ft.

Material

Wt. per foot \_\_\_\_\_ or wall thickness \_\_\_\_\_ in.

• Screen size and mesh for each zone (where applicable)

• \_\_\_\_\_ inches from \_\_\_\_\_ to \_\_\_\_\_ ft.

• Mesh size \_\_\_\_\_ Type \_\_\_\_\_

• \_\_\_\_\_ inches from \_\_\_\_\_ to \_\_\_\_\_ ft.

• Mesh size \_\_\_\_\_ Type \_\_\_\_\_

• \_\_\_\_\_ inches from \_\_\_\_\_ to \_\_\_\_\_ ft.

• Mesh size \_\_\_\_\_ Type \_\_\_\_\_

• \_\_\_\_\_ inches from \_\_\_\_\_ to \_\_\_\_\_ ft.

• Mesh size \_\_\_\_\_ Type \_\_\_\_\_

• Gravel pack

• From 0 to 20 ft.

• From \_\_\_\_\_ to \_\_\_\_\_ ft.

• Grout

• From 0 to 20 ft., Type CEMENT

• From \_\_\_\_\_ to \_\_\_\_\_ ft., Type \_\_\_\_\_

### 2. WATER DATA • Water temperature \_\_\_\_\_ of

• Static water level (unpumped level-measured) 50 ft.

• Stabilized measured pumping water level \_\_\_\_\_ ft.

• Stabilized yield 30 gpm after one hour

Natural Flow: Yes No flow rate: \_\_\_\_\_ gpm

Comment on quality clear

### 3. WATER ZONES: From 100 To 125

From \_\_\_\_\_ To \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

From \_\_\_\_\_ To \_\_\_\_\_ From \_\_\_\_\_ To \_\_\_\_\_

### 4. USE DATA:

Type of use: Drinking ☒ Livestock Watering \_\_\_\_\_

Irrigation \_\_\_\_\_ Food processing \_\_\_\_\_ Household ☒

Manufacturing \_\_\_\_\_ Fire safety \_\_\_\_\_ Cleaning \_\_\_\_\_

Recreation \_\_\_\_\_ Aesthetic \_\_\_\_\_ Cooling or heating \_\_\_\_\_

Injection \_\_\_\_\_ Other \_\_\_\_\_

• Type of facility: Domestic ☒ Public water supply \_\_\_\_\_

Public institution \_\_\_\_\_ Farm \_\_\_\_\_ Industry \_\_\_\_\_

Commercial \_\_\_\_\_ Other \_\_\_\_\_

### 5. PUMP DATA: Type \_\_\_\_\_ Rated H.P. \_\_\_\_\_

• Intake depth \_\_\_\_\_ Capacity \_\_\_\_\_ at \_\_\_\_\_ head

### 6. WELL HEAD: Type well seal \_\_\_\_\_

Pressure tank \_\_\_\_\_ gal., Loc. \_\_\_\_\_

Sample tap \_\_\_\_\_ Measurement port \_\_\_\_\_

Well vent \_\_\_\_\_ Pressure relief valve \_\_\_\_\_

Gate valve \_\_\_\_\_ Check valve (when required) \_\_\_\_\_

Electrical disconnect switch on power supply \_\_\_\_\_

### 7. DISINFECTION: Well disinfected ☒ yes \_\_\_\_\_ no \_\_\_\_\_

Date 8-24 Disinfectant used HYTH

Amount 203 Hours used 24

### 8. ABANDONMENT (where applicable): • yes \_\_\_\_\_ no \_\_\_\_\_

Casing pulled Yes \_\_\_\_\_ No \_\_\_\_\_ not applicable

Plugging grout From \_\_\_\_\_ to \_\_\_\_\_ material \_\_\_\_\_

OVER

Owner \_\_\_\_\_

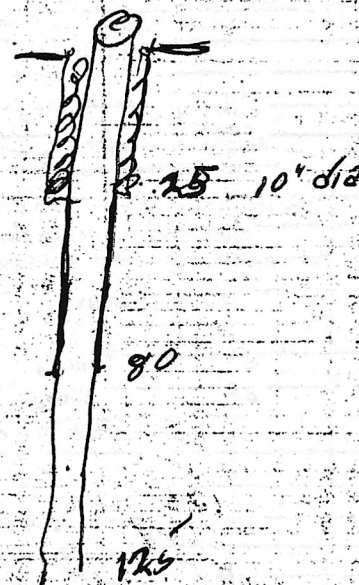
BWCM No. \_\_\_\_\_

9. State law requires submitting to the Virginia State Water Control Board information about groundwater and wells for every well made in the State intended for water, or any other non-exempt well. This information must be submitted whether the well is completed, on standby, or abandoned. Information required includes: an accurately and completely prepared water well completion report, full data from any aquifer pumping tests, drill cuttings taken at ten foot intervals (unless exemption is secured), the results of any chemical analyses, and copies of any geophysical logs. Quarterly pumpage and use reports are required from owners of public supply and industrial wells. County or State permits to drill may be required in some parts of the state. Some counties require submission of a water well completion report. The Virginia State Health Department requires a water well completion report for public supply wells.

## 10. DRILLERS LOG (use additional Sheets if necessary)

| DEPTH (feet) |    | TYPE OF ROCK OR SOIL<br>(color, material, fossils, hardness, etc.) | REMARKS<br>(water, casing, cavities, broken, core, shot, (etc.) |
|--------------|----|--------------------------------------------------------------------|-----------------------------------------------------------------|
| From         | To |                                                                    |                                                                 |
| 0            | 52 | OB SANDY                                                           |                                                                 |
| 67           |    | HARD GRAY (GNEISS)                                                 |                                                                 |
| 80           |    | CASED                                                              |                                                                 |
| 83           |    | FR                                                                 |                                                                 |
| 88           |    | SR QUARTZ                                                          |                                                                 |
| 125          |    | CK 30 GPM +                                                        |                                                                 |

11.

Drilling  
Time  
(Min.)12. DIAGRAM OF WELL  
CONSTRUCTION  
(with dimensions)

13. Well lot dedicated? \_\_\_\_\_; Size \_\_\_\_\_ ft. X \_\_\_\_\_ ft.; Well house? \_\_\_\_\_  
 Distance to nearest pollutant source \_\_\_\_\_ ft., Type \_\_\_\_\_  
 Distance to nearest property line \_\_\_\_\_ ft., Building \_\_\_\_\_ ft.

14. WATER SERVICE PIPE: Checked under \_\_\_\_\_ p.s.i. for \_\_\_\_\_  
 minutes. Pipe size \_\_\_\_\_ inches, Material \_\_\_\_\_  
 Installer \_\_\_\_\_  
 Date \_\_\_\_\_

## State Water Control Board Regional Offices

Valley Reg. Off.  
116 North Main Street  
P. O. Box 268  
Blidgewater, Va. 22812  
703-828-2595

Piedmont Reg. Off.  
4010 West Broad Street  
P. O. Box 6616  
Richmond, Va. 23230  
804-257-1006

Southwest Reg. Off.  
408 East Main Street  
P. O. Box 476  
Arlington, Va. 22210  
703-628-5183

Tidewater Reg. Off.  
287 Pembroke Office Park  
Suite 310 Pembroke No. 2  
Va. Beach, Va. 23462  
804-499-8742

West Central Reg. Off.  
Executive Park  
5312 Peters Creek Road  
Roanoke, Va. 24019  
703-982-7432

Northern Virginia Reg. Off.  
5515 Cherokee Avenue  
Suite 404  
Alexandria, Va. 22312  
703-750-9111

15. I certify that the information contained herein is true and correct and that this well and/or system has been installed and constructed in accordance with the requirements for well construction as specified in compliance with appropriate county or independent city ordinances and the laws and rules of the Commonwealth of Virginia.

Signature R. H. Hayes CWP/PI (Seal), Date 8-24-82  
 (Well driller or authorized person)  
 License No. 10443

07.26.27

Gibson Pump Service LLC  
PO Box 245  
Floyd Va 24091

Prepared for:  
Mr Joseph Plonski  
25 Melrose Rd  
Mountain Lakes, NJ 07046

Dear: Mr Plonski

As per your request, a video inspection was done on the unused well at 400 Ridgeview Rd in Floyd Va.

The following was noted;

- Well casing is 6-1/4" pvc, in good condition and is of an approved height above ground.
- Well was grouted with neat cement, as was the practice at that time
- Total casing was 80'
- Total depth of well was 125'
- Well bore was in mostly gray granite and is smooth and solid
- Bore was unobstructed and clean all the way to bottom with no foreign materials
- Well did not have an approved well cap but was fitted with one at time of inspection
- No flow test was ordered but drillers completion report list flow @ 30+ GPM
- Static water level is at approx. 35-40'
- Well was constructed in 1990 and was never used.
- A drillers well completion report is filed with the Floyd Co Health Dept under the name of Adam Plonski

This data is for informational purposes only and is believed to be accurate at this time. Gibson Pump Service  
does not stand responsible for errors or omissions.

Thank You



Rick Gibson  
Gibson Pump Service llc  
Va lic # 2705030844  
540.745.2900

# Well Drilling Notes by Owner

*These were handwritten notes from 1990 transferred into typed font.*

## August 23, 1990

- A red-haired, licensed operator, assisted by Haynes' son, did all of the drilling.
- Drilling began at 10:30 a.m. and stopped at 1:00 p.m. due to a thunderstorm.
- The well reached a depth of 80 feet.
- A 20-foot length of casing was inserted to protect the hole.
- We were present the entire time.

## August 24, 1990

- The same crew resumed drilling in the morning after two days of rain.
- Drilling finished at 3:30 p.m., reaching a depth of 125 feet.
- We arrived at 2:30 p.m. to observe the drilling.

## August 27, 1990

- Haynes grouted the well using one 94-pound bag of cement and sealed the well with plastic and tape.
- We were not present.

## Drilling Activity and Well Details (Undated Summary)

- 0-52 feet: Sandy loam soil.
- 52-67 feet: Clay. Water was used to change the clay to mud and prevent it from balling up the drill bit.
- 67 to approximately 115 feet: Hard gray gneiss bedrock containing quartz.
- 0-80 feet: Cased with white PVC pipe measuring 8 inches outside diameter at the flange and 7 inches outside diameter at the pipe section, with a 3/8-inch wall thickness and 6 1/4-inch inside diameter.
- 83 feet: Fracture.
- 88 feet: Fracture in quartz.
- Approximately 115-125 feet: Granite bedrock.

*Transcribed from the owner's handwritten well-drilling notes dated 1990*

- 125 feet: Well bottom, with a recovery rate of more than 30 gallons per minute.
- Haynes' son originally estimated the well recovery rate at 40-50 gallons per minute. The red-haired operator estimated 30-40 gallons per minute. The owner believed the recovery rate was closer to 40 gallons per minute.
- The static (unpumped) water level was 50 feet, representing a reservoir of 9.82 cubic feet of water.
- Paul Haynes used 80 feet of 7-inch outside-diameter PVC casing. The price increased from \$7.00 per foot to \$7.50 per foot, for a total cost of \$937.50.