



Blue Ridge Land & Auction Co., Inc

Sealed Bid 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 –Nathaniel W. Perkins (Revocable Trust) through Nathaniel W. Perkins, Brian Perkins as Trustee

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

AUCTION DATE – Thursday, May 30th, 2024 at 3 PM

*** Sealed bids due by 3 PM May 30th

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

OFFERING –

Legally described as:

1. Tax ID - Parcel ID #063.00-01-06.00-0000 consisting of +/- 30.84 acres and improvements thereon
2. Tax ID – Parcel ID #063.02-02-03.00-0000 consisting of +/- .53 acres and all improvements thereon

Address: 5837 & 5841 Twine Hollow Road Salem, Virginia 24153

- **Sealed Bids Considered NOW Thru Thursday, May 30th, 2024 at 3 PM (EST)**

Bidder agrees that they have read and fully understand the Sealed Bid 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.

Sealed Bid Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in a Sealed Bid Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Bidder's hereby agrees that they must be properly registered for the sealed bid 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 sealed bid auction is considering offers NOW thru Thursday, May 30th, 2024 at 3 PM (EST.)
- 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. You can also contact Relator Doug Weddle at 540-239-0757; or Realtor Levi Cox at 540-230-7162.
- 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 \$25,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, July 15th, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction.
- 16) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 17) **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.

18) **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

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

Aerial



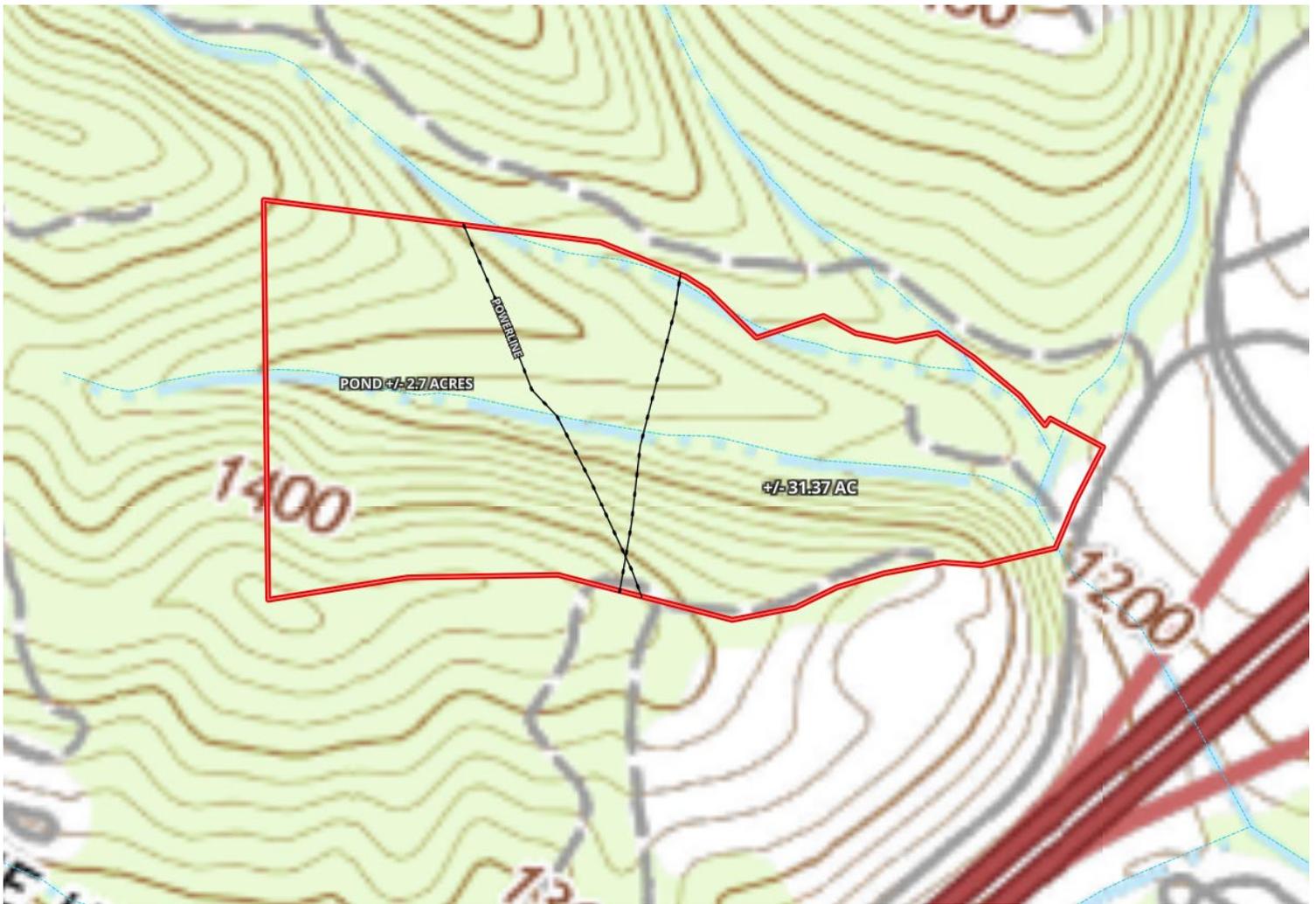
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



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

Topo



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



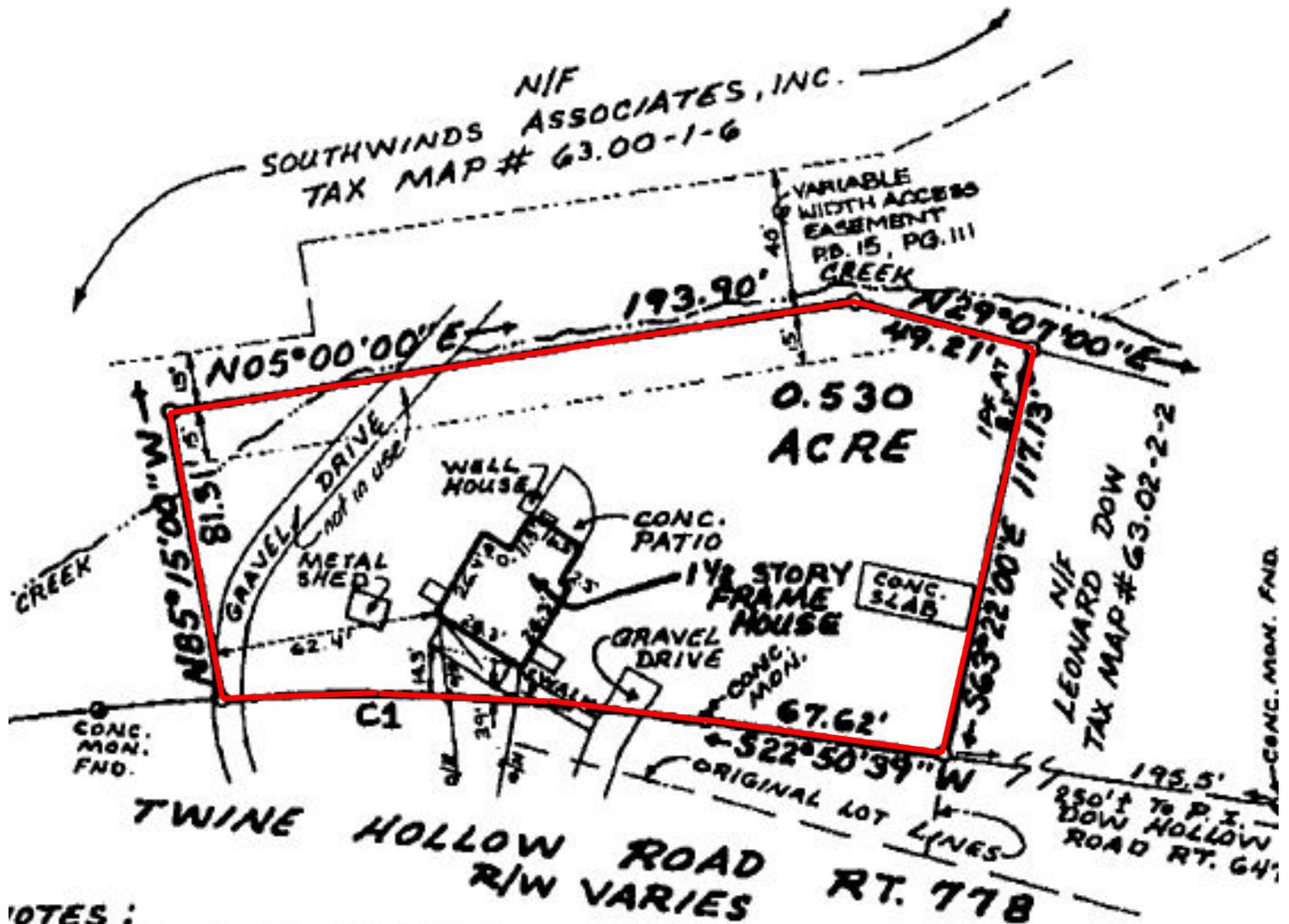
Neighborhood

5837 & 5841 Twine Hollow Rd.
Salem, Virginia 24153



Survey

5837 Twine Hollow Rd.,
 Salem, VA 24153

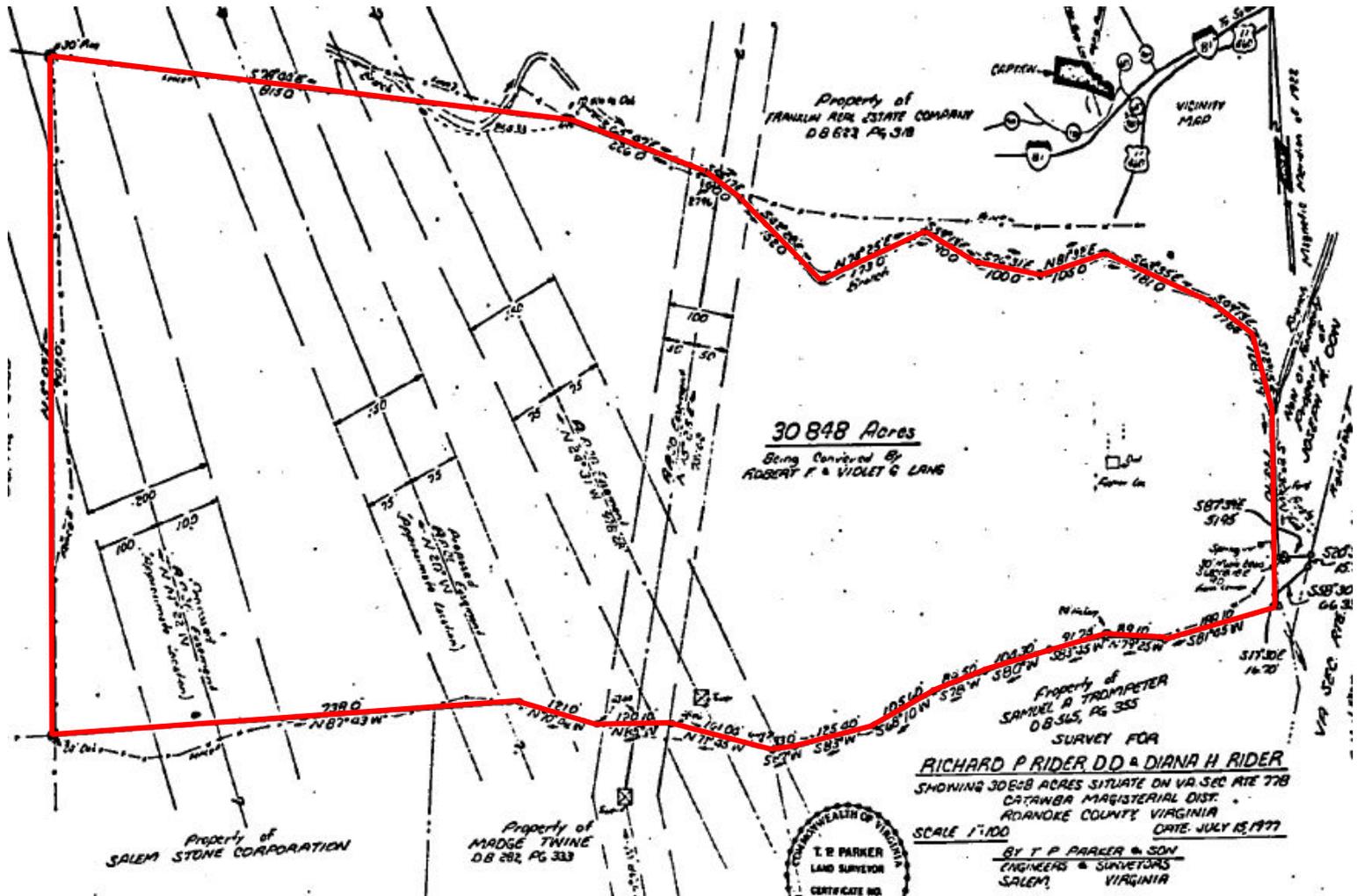


NOTES:
 OWNERS OF RECORD:
 LAYTON DE THOMAS

CLIENT C1

Survey

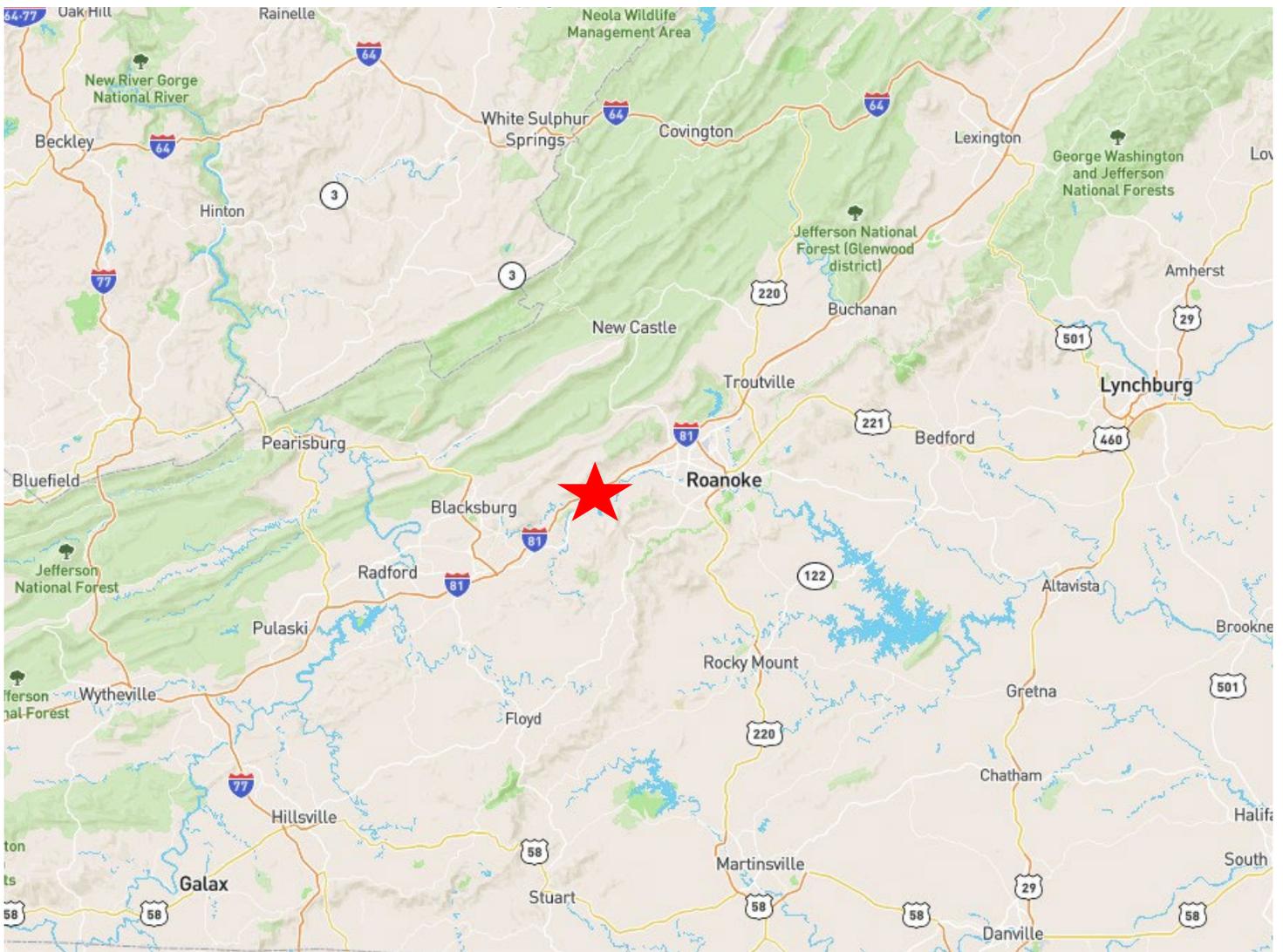
5841 Twine Hollow Rd.
Salem, VA 24153





Location

5837 & 5841 Twine Hollow Rd.
Salem, Virginia 24153



PG 0281 '13 MAR 27 1411

Prepared by: Conrod & Company Law Firm, PC
Tax Map#: 63.00-01-06

The Nathan Perkins Revocable Living Trust

1. The Following Revocable Living Trust is the subject of this Certificate:

The Nathan Perkins Revocable Living Trust, dated March 13, 2013.
2. The Nathan Perkins Revocable Living Trust was made and executed on the 13th day of March, 2013 and is in full force and effect as of the date of execution.
3. The Settlor of the Nathan Perkins Revocable Living Trust is Brian Perkins.
4. The Trustee currently serving is Brian Perkins, residing at the address known as 3716 Garmon Road, Salem, Virginia 24153.
5. The Trust is revocable and is currently in full force and effect. The Trustee has the power and authority set forth below and incorporated into this document from Article V of the Declaration of Trust:

Article V (Fiduciaries)

A. Resignation of Trustee A. Resignation of Trustee.

I reserve the right to resign as Trustee hereunder. Any successor Trustee may resign by written notice to each of the adult beneficiaries authorized to receive Trust income and the parents or other adult persons responsible for each minor beneficiary authorized to receive Trust income. The resignation shall be effective upon the written acceptance of fiduciary duties by the successor Trustee next named in this Trust or the appointment of a successor Trustee pursuant to Paragraph B of this Article, as the case may be.

B. Successor Trustee B. Successor Trustee.

During my life, I reserve the right to appoint Successor Trustees. After my death or resignation as Trustee, if all successor Trustees named herein resign or cease to serve, a majority of the adult beneficiaries authorized to receive trust income, or if there are none, a majority of the parents or other adult persons responsible for any minor or legally incompetent beneficiaries authorized to

receive trust income may appoint any licensed attorney, law firm, trust company or bank possessing trust powers as successor Trustee. The appointment shall be effective upon written acceptance of fiduciary duties by the successor Trustee. If no successor Trustee is so appointed, a licensed attorney, law firm, trust company or bank possessing trust powers may be appointed as provided by law upon application of the resigning Trustee or any beneficiary.

C. Actions of Predecessor

No Trustee serving under this Trust shall be responsible for or required to inquire into any fiduciary actions occurring before such Trustee's appointment.

D. Compensation

1. Any individual serving as Trustee hereunder, other than a beneficiary of this trust, shall be entitled to reasonable compensation annually for services rendered as Trustee. "Reasonable compensation" shall be defined as an amount not to exceed one percent (1%) of the principal and income under administration during any calendar year. If more than one individual Trustee shall serve, reasonable compensation shall be divided ratably among all such individual Trustees.

2. Any bank, trust company, law firm or licensed attorney serving as Trustee hereunder shall receive for its services the compensation specified in its published fee schedule in effect at the time services are rendered, and such compensation may vary from time to time based on such schedule.

E. Fiduciary Powers

In addition to the powers granted by law, I grant my Trustee those powers set forth in Virginia Code Section 64.1-57, and I incorporate that Code Section in this Trust by this reference.

1. If any asset donated to this Trust does not meet the requirements of the prudent investor standard set forth in Virginia Code Section 26-45.3, my Trustee may nevertheless retain the asset for so long as my Trustee deems appropriate.
2. My Trustee may borrow money (including borrowings from any

corporate Trustee or its affiliates) for any purpose deemed in the best interests of any trust under this Trust and secure such borrowings with any assets of such trust.

3. My Trustee may invest the Trust assets in a money market or other short-term fund whether or not my Trustee (or affiliates of any corporate Trustee) is the sponsor, advisor, manager or custodian of, or provides services to, such fund. The compensation received by my Trustee (or affiliates of any corporate Trustee) for services rendered to such fund shall not reduce the compensation of my Trustee under this Trust.
4. I expressly grant to my Trustee the right, power, and authority to mortgage, encumber, pledge, and create a security interest in any of my Trust assets, whether real, personal, or mixed, and to secure any of my indebtedness, whether jointly or individually, whether now or hereafter incurred, and I specifically authorize and empower my Trustee to execute, acknowledge, and deliver to the lender of such funds a deed of trust or other security instrument, in such form as the lender may reasonably require, conveying as collateral for such extension of credit all of the right, title and interest possessed by this Trust in any asset, whether real or personal, as security for any indebtedness of mine.

F. Merger~~F. Merger.~~

My Trustee may merge or consolidate for administrative purposes any trust under this Trust with any other trust made by me or any other person having the same Trustee and substantially the same dispositive provisions.

G. Termination of Small Trusts~~G. Termination of Small Trusts.~~

If at any time after the Division Date the value of the assets held by any trust created under this Trust is so small that, in the opinion of my Trustee, such trust is uneconomical to administer, my Trustee may terminate such trust and distribute the assets to the person then authorized to receive the income thereof, or if more than one person is authorized to receive trust income, to such of them and in such shares

as my Trustee deems appropriate. My Trustee may also make distributions of any interest vesting in a beneficiary under the age of twenty-one (21) years to a custodian of the beneficiary under the Virginia Uniform Transfers to Minors Act (21).

H. Allocation of Assets

Assets allocated to one trust or share may be of different character or have different income tax bases than assets allocated to another trust or share. My Trustee may, but shall not be required to, make adjustments in the amounts allocated to each trust or share to compensate for differences in the character or tax attributes of allocated assets.

I. Fiduciary Discretion

The powers and discretion granted to my Trustee are exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. My Trustee may make discretionary payments to the beneficiaries of any trust in unequal shares and may, but shall not be required to, consider other resources available to any beneficiary. My Trustee may make tax elections without regard to the relative interests of any beneficiaries and may, but shall not be required to, make equitable adjustments among beneficiaries.

J. Restrictions on Individual Trustees

No individual serving as Trustee shall have a voice in any discretionary decision to distribute income or principal of any trust in order to discharge a legal obligation of the individual Trustee or for his or her pecuniary benefit, except as limited by the ascertainable standards enumerated herein, or as otherwise allowed by I.R.C. Section 2041 or regulations issued thereunder, without being considered as giving rise to a general power of appointment in the Trustee. **K.**

Removal of Trustee

After my death, the beneficiary of any trust created herein shall have the right to remove the acting Trustee and to appoint a successor Trustee of the beneficiary's particular trust or fund, provided, however, that such successor

Trustee must be a licensed attorney, law firm, trust company or bank possessing trust powers and authorized to do business in the state of the beneficiary's domicile. Such right of removal may be exercised by a beneficiary over the age of eighteen (18) years, or by the parent or other adult person responsible for a beneficiary under the age of eighteen (18) years. Such right of removal shall be continuing and may be exercised by written notice to the Trustee, which notice of removal shall specify the successor Trustee and certify the successor Trustee's willingness to serve as such. Within thirty (30) days after receiving notice, the Trustee so removed shall deliver all assets then held to the successor Trustee, and shall have full acquaintance for all assets so delivered and shall have no further duties under this Trust: **L. Change of Situs.**

L. Change of Situs. My Trustee may change the situs of this Trust (and to the extent necessary or appropriate, move the Trust assets) to a state or country other than the one in which the Trust is then administered, if my Trustee believes the change will be in the best interests of the Trust or the beneficiaries. My Trustee may elect that the law of such other jurisdiction shall govern the Trust to the extent necessary or appropriate under the circumstances. **M. Bond.**

M. Bond. My Trustee shall not be required to post bond, surety, or security for its service as Trustee. Every Trustee shall have the obligation of performing and exercising all of its duties in a fiduciary manner. **N. Accountings.**

N. Accountings. My Trustee shall not be required to file accountings with any court or public official. After my death, my Trustee shall provide an annual accounting to any beneficiary of any trust created herein upon receipt of a written request therefor by such beneficiary.

6. If Co-Trustees are designated and authorized to act on behalf of the Trust, one Co-Trustee may exercise the power and authority designated herein without the consent or signature of the other Co-Trustee unless otherwise stated by me.
7. The Trust's taxpayer identification number is
8. The Trust shall take title to property as follows: Brian Perkins, Trustee, or his successors in trust under the Nathan Perkins Revocable Living Trust, dated March 13, 2013 and any amendments thereto.
9. The trust provisions which are not attached to this Certificate are of a personal nature and set forth the distribution of trust property. They do not modify the powers of the Trustee.

- 10. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in the Certificate of Trust to be incorrect.
- 11. The signatory of this Certificate is currently the acting Trustee of The Nathan Perkins Revocable Living Trust, dated March 13, 2013 and declares that the foregoing statements and the Trust provisions are true and correct, under penalty of perjury.

This Affidavit was executed at Roanoke County, VA on March
22nd, 20 13.

Brian Perkins (SEAL)
Brian Perkins, Grantor and Trustee

COMMONWEALTH OF VIRGINIA
COUNTY OF Roanoke, to wit:
County

The foregoing Certificate of Trust was acknowledged before me by Brian Perkins on this
the 22nd day of March, 20 13.

Martina J. Boush
Notary Public

My commission expires: 2/29/16
Notary Id No.: _____

MARTHA J. BOUSH
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #226548
My Commission Expires _____

Certificate of Revocable Living Trust
Dated _____, 20 _____

Prepared By:
R. Neal Keesee, Jr. (VSB #29030)
Woods Rogers Vandeventer Black PLC
P.O. Box 14125
Roanoke, VA 24038-4125

Return To:
Acquisition Title and Settlement Agency
3140 Chaparral Drive
Suite C 107
Roanoke, VA 24018

Tax Map No.: 063.02-02-03.00-0000

Consideration: \$120,000.00
Assessed Value: \$107,400.00

Underwriter: Fidelity National Title Insurance Company

THIS DEED, made and entered into on this 30 day of JUNE 2023,

by and between **ANGELA G. DEWEESE** (also known of record as **ANGELA G. PACK**,
ANGELA GAIL PACK, **ANGELA GAIL WERTZ**, and **ANGELA G. WERTZ**, Grantor;
and **NATHANIEL WESLEY PERKINS**, Grantee, whose mailing address is 5837 Twine
Hollow Road, Salem, Virginia 24153.

WITNESSETH

NOW, THEREFORE, FOR AND IN CONSIDERATION, of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantors do hereby grant, bargain, sell and convey with General Warranty of Title and English Covenants of Title, unto Grantee, all that certain lot or parcel of land, together with all improvements thereon and appurtenances thereunto belonging, located in the Catawba Magisterial District of Roanoke County, Virginia, more particularly described as follows, to wit:

BEGINNING at a point marked by an iron pin set, said point being 250 feet more or less, from the point of intersection of Twine Hollow Road (Rt. 778) and Dow Hollow Road (Rt. 647); thence along the boundary line of Twine Hollow Road (Rt. 778) S. 22° 50' 39" W. 67.62 feet to a concrete monument; thence with a curve to the left, having an arc of 133.93 feet, with chord bearing and distance of S. 16° 38' 12" W. 133.66 feet to a point marked by an iron pin set; thence S. 63° 22' 00" E. 117.13 feet to a point marked by an iron pin set, the point and place of BEGINNING, containing

WOODS
ROGERS
VANDEVENTER
BLACK
ATTORNEYS AT LAW

0.530 acre, as shown on that certain plat of survey entitled "PHYSICAL IMPROVEMENT SURVEY FOR ANGELA GAIL WERTZ AND WALTER EDWARD PACK", prepared by John R. McAden, Land Surveyor for Balzer and Associates, Inc., dated December 30, 1996. a copy of which is of record in the Clerk's Office of the Circuit Court for Roanoke County, Virginia in Deed Book 1530. Page 1495; and

SUBJECT TO AND TOGETHER WITH a Well Agreement, dated March 27, 2015, recorded in the aforesaid Clerk's Office as Instrument Number 201502799; and

SUBJECT TO AND TOGETHER WITH a 20' wide nonexclusive perpetual access easement for ingress and egress to VA Sec. Rte. #778, dated November 21, 2016, recorded in the aforesaid Clerk's Office as Instrument Number 201700470.

BEING the same property conveyed to Angela G. Pack from Angela Gail Pack (who took title as Angela Gail Wertz) and Walter Edward Pack, husband and wife, by Deed dated March 21, 2003, recorded in the aforesaid Clerk's Office as Instrument Number 200306663.

Without reimposing any of the reservations, restrictions, easements and conditions affecting the herein described property, this conveyance is made subject to all of them.

The title to the property conveyed by this deed has not been examined nor certified to any person by the attorney who prepared this deed. This deed has been prepared without the benefit of a current survey of said property.

[Signature and Acknowledgment on following page]

WOODS
ROGERS
VANDEVENTER
BLACK
ATTORNEYS AT LAW

WITNESS the following signature and seal:

Angela G. DeWeese (Seal)
Angela G DeWeese (known of record as Angela G. Pack and Angela G. Wertz)

STATE OF VIRGINIA)
) To-wit:
~~XXX~~/COUNTY OF ROANOKE)

The foregoing instrument was acknowledged before me in my jurisdiction aforesaid this
30 day of JUNE 2023, by Angela G. DeWeese, who is personally
known to me or whose identity was proven to me on the basis of satisfactory evidence of identity
and who personally appeared before me and executed this instrument.

Melissa L. Cornett
Notary Public

My Commission Expires: September 30, 2024

Registration Number: 284656



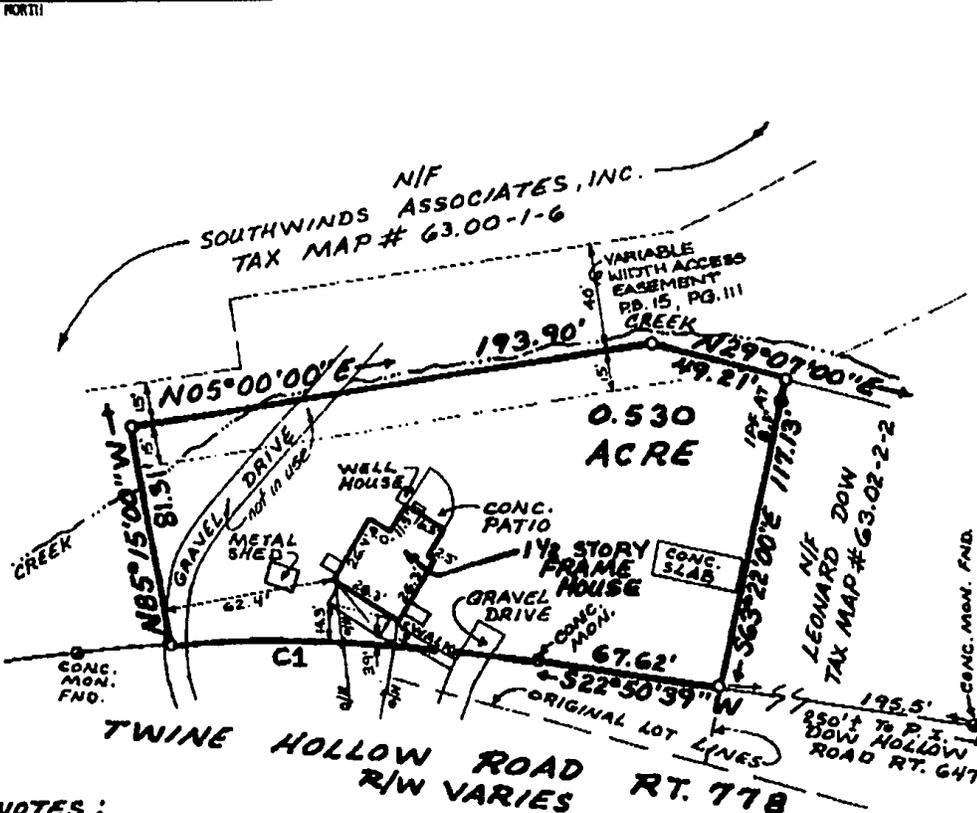
WOODS
ROGERS
VANDEVENTER
BLACK
ATTORNEYS AT LAW

BK 1530 PG 01495



LEGEND
 ○ IRON PIN SET
 ● IRON PIN MARK
 D.B. 1393, PG. 1339
 SCALE: 1" = 50'

THIS IS TO CERTIFY THAT AN ACCURATE FIELD SURVEY OF THE PREMISES SHOWN HEREON HAS BEEN PERFORMED UNDER MY SUPERVISION, THAT ALL IMPROVEMENTS AND MEASUREMENTS OF EASEMENTS ARE SHOWN HEREON, AND THAT THERE ARE NO ENCROACHMENTS BY IMPROVEMENTS EITHER FROM ADJACENT PLOTS OR FROM THESE PREMISES OTHER THAN SHOWN HEREON. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY SUCH PROPERTY IS IN FULLY DEFINED ZONE. **UNSHADED**



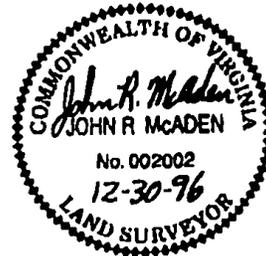
NOTES:

- OWNERS OF RECORD:**
 LAYTON DE THOMAS
 SANDRA N. THOMAS
- LEGAL REFERENCE:**
 DEED BOOK 1393, PAGE 1339
- TAX MAP # 63.02-2-3**

CURVE C1

DELTA: 120°31'07"
 RADIUS: 618.96'
 ARC: 153.95'
 TANGENT: 97.83'
 CHORD: 135.66'
 BEARING: S16°58'12"W

**PHYSICAL IMPROVEMENT SURVEY
 FOR
 ANGELA GAIL WERTZ
 AND
 WALTER EDWARD PACK
 5837 TWINE HOLLOW ROAD
 0.530 ACRE AS DESCRIBED IN
 DEED BOOK 1393, PAGE 1339
 CATAWBA MAGISTERIAL DISTRICT
 ROANOKE COUNTY, VIRGINIA
 SURVEYED DECEMBER 30, 1996
 JOB # R9621532**



PLANNERS · ARCHITECTS · ENGINEERS · SURVEYORS ·
 1208 CORPORATE CIRCLE, ROANOKE, VIRGINIA 772-9580

Prepared by and return to:
Gentry Locke Rakes & Moore, LLP
Clark H. Worthy, Esq. (VSB # 34210)
P. O. Box 40013
Roanoke, Virginia 24022-0013

Grantee's Address:
5841 Twine Hollow Road
Salem, Virginia 24153

RETURN TO: Acquisition Title & Settlement Agency, inc.
3140 Chaparral Dr. SW Suite 107
Roanoke, VA 24018

Tax Map No.: 063.00-01-06.00-0000

Title Insurance: Unknown to preparer

Consideration: \$160,000; Tax Assessed Value: \$145,400

DEED

THIS DEED dated as of the 21 of March, 2013, by RAAMSES P. RIDER, herein referred to as "Grantor," and BRIAN PERKINS, Trustee of the Nathan Perkins Revocable Trust dated March 13, 2013, herein referred to as "Grantee," and provides as follows:

W I T N E S S E T H

FOR AND IN CONSIDERATION of the sum of ONE DOLLAR (\$1.00), cash in hand, paid by the Grantee to the Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor hereby grants and conveys with General Warranty and Modern English Covenants of Title unto the Grantee the following described real property with the appurtenances thereunto belonging, lying and being situate in the County of Roanoke, Virginia, more particularly described as follows, to-wit (the "Property"):

PLEASE SEE SCHEDULE A ATTACHED HERETO
PLEASE SEE SCHEDULE B ATTACHED HERETO

This conveyance is made expressly subject to such recorded restrictions, conditions, easements and reservations of record to the extent they lawfully apply to the Property.

[SIGNATURE APPEARS ON THE FOLLOWING PAGE]

WITNESS the following signature and seal:

Raamses P. Rider (SEAL)
Raamses P. Rider

STATE OF Colorado)
CITY/COUNTY OF El Paso)

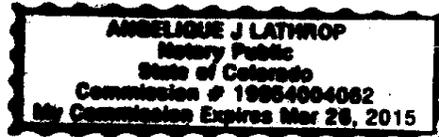
to-wit:

The foregoing Deed was acknowledged before me, this 21st day of March, 2013, by Raamses P. Rider.

Angie J. Lathrop
Notary Public
Registration No. 19954004062

My commission expires:

March 26, 2015



SCHEDULE A

BEGINNING at a point on the west side of Va. Sec. Rte. 778 and the southeast corner of Joseph R. Dow property and the northeast corner of the herein described 30.848 acres; thence with Va. Sec. Rte. 778 S. 20 degrees 30' W. 15.78 feet to a point being the northeast corner of the Samuel A. Trompeter property; thence leaving Va. Sec. Rte. 778 and with said Trompeter line S. 58 degrees 30' W. 66.33 feet to a point in the center of a branch; thence S. 17 degrees 30' E. 16.70 feet to a point; thence leaving said branch and still with the Trompeter line S. 81 degrees 45' W. 188.10 feet to a point; thence N. 79 degrees 25' W. 89.10 feet to a 24 Hickory in fence; thence generally along a fence S. 82 degrees 45' W. 91.74 feet to a point; thence S. 80 degrees 00' 00" W. 104.30 feet to a point; thence S. 78 degrees 00' 00" W. 84.50 feet to a point; thence still with the said Trompeter line S. 68 degrees 10' W. 105.60 feet to a point; thence S. 83 degrees 00' 00" W. 125.40 feet to a point; thence S. 87 degrees 00' 00" W. 33.00 feet to a point and being the northwest corner of said Trompeter property and also being the northeast corner of Madge Twine property; thence with said Madge Twine property N. 71 degrees 45' W. passing the center of a 150 feet A. P. Co. right of way easement at 92.18 feet, in all 161.04 feet to a point; thence N. 85 degrees 00' 00" W. passing the center of a 100 feet A. P. Co. right of way easement 56.66 feet, in all 120.10 feet to a point; thence N. 70 degrees 46' W. 121.10 feet to a point; thence still with Twine line and the Salem Corp. property line N. 87 degrees 43' W. passing the center of a proposed 150 feet A. P. Co. right of way easement 25.0 feet more or less and a 200 feet proposed A. P. Co. right of way easement at 480 feet more or less, in all 738.00 feet to a 24" Oak; thence with Salem Stone Corp. Line N. 5 degrees 09' E. passing the center line of a 200 feet proposed A. P. Co. right of way easement at 775.0 feet more or less, in all 902.0 feet to a 30" Pine on the line of Franklin Real Estate Company, property; thence with same S. 78 degrees 44' E. passing the center of a 150 feet proposed A. P. Co. right of way easement at 315 feet more or less and a 150 feet A. P. Co. right of way easement at 560.67 feet, in all 815.00 feet to a 10" White Oak; thence S. 65 degrees 47' E. 226.0 feet to a point in the center of a branch; thence down said branch S. 55 degrees 17' E. passing the center of a 100 feet A. P. Co. right of way easement at 27.96 feet, in all 80.0 feet to a point in said branch; thence continuing with the center line of said branch S. 42 degrees 28' E. 152.0 feet to a point; thence N. 74 degrees 25' E. 173.0 feet to a point; thence still with Franklin Real Estate Company property and center line of said branch S. 59 degrees 13' E. 90.0 feet to a point; thence S. 76 degrees 31' E. 100.0 feet to a point; thence N. 81 degrees 32' E. 105.0 feet to a point; thence S. 63 degrees 35' E. 181.0 feet to a point; thence S. 49 degrees 13' E. 77.84 feet to a point; thence S. 12 degrees 15' E. 108.79 feet to a point in the forks of a branch and corner to the aforementioned Joseph R. Dow property; thence with same S. 2 degrees 36' W. 193.60 feet to a point on the east side of said branch; thence S. 87 degrees 39' E. 51.95 feet to the place of BEGINNING; and

CONTAINING 30.848 acres as shown on map of T. P. Parker & Son, Engineers and Surveyors, dated July 15, 1977, at Deed Book 1070, page 715;

And being the same property conveyed to Grantor by deed dated October 26, 2010, and recorded in the Clerk's Office of the Circuit Court for the County of Roanoke, Virginia, on November 5, 2010, as Instrument Number 201011622.

The Nathan Perkins Revocable Living Trust

1. The Following Revocable Living Trust is the subject of this Certificate:
The Nathan Perkins Revocable Living Trust, dated March 13, 2013.
2. The Nathan Perkins Revocable Living Trust was made and executed on the 13th day of March, 2013 and is in full force and effect as of the date of execution.
3. The Settlor of the Nathan Perkins Revocable Living Trust is Brian Perkins.
4. The Trustee currently serving is Brian Perkins, residing at the address known as 3716 Garman Road, Salem, Virginia 24153.
5. The Trust is revocable and is currently in full force and effect. The Trustee has the power and authority set forth below and incorporated into this document from Article V of the Declaration of Trust:

Article V (Fiduciaries)

A. Resignation of TrusteeA. Resignation of Trustee.

I reserve the right to resign as Trustee hereunder. Any successor Trustee may resign by written notice to each of the adult beneficiaries authorized to receive Trust income and the parents or other adult persons responsible for each minor beneficiary authorized to receive Trust income. The resignation shall be effective upon the written acceptance of fiduciary duties by the successor Trustee next named in this Trust or the appointment of a successor Trustee pursuant to Paragraph B of this Article, as the case may be.

B. Successor TrusteeB. Successor Trustee.

During my life, I reserve the right to appoint Successor Trustees. After my death or resignation as Trustee, if all successor Trustees named herein resign or cease to serve, a majority of the adult beneficiaries authorized to receive trust income, or if there are none, a majority of the parents or other adult persons responsible for any minor or legally incompetent beneficiaries authorized to

receive trust income may appoint any licensed attorney, law firm, trust company or bank possessing trust powers as successor Trustee. The appointment shall be effective upon written acceptance of fiduciary duties by the successor Trustee. If no successor Trustee is so appointed, a licensed attorney, law firm, trust company or bank possessing trust powers may be appointed as provided by law upon application of the resigning Trustee or any beneficiary.

C. Actions of PredecessorC. Actions of Predecessor.

No Trustee serving under this Trust shall be responsible for or required to inquire into any fiduciary actions occurring before such Trustee's appointment.

D. CompensationD. Compensation.

1. Any individual serving as Trustee hereunder, other than a beneficiary of this trust, shall be entitled to reasonable compensation annually for services rendered as Trustee. "Reasonable compensation" shall be defined as an amount not to exceed one percent (1%) of the principal and income under administration during any calendar year. If more than one individual Trustee shall serve, reasonable compensation shall be divided ratably among all such individual Trustees.

2. Any bank, trust company, law firm or licensed attorney serving as Trustee hereunder shall receive for its services the compensation specified in its published fee schedule in effect at the time services are rendered, and such compensation may vary from time to time based on such schedule.

E. Fiduciary PowersE. Fiduciary Powers.

In addition to the powers granted by law, I grant my Trustee those powers set forth in Virginia Code Section 64.1-57, and I incorporate that Code Section in this Trust by this reference.

1. If any asset donated to this Trust does not meet the requirements of the prudent investor standard set forth in Virginia Code Section 26-45.3, my Trustee may nevertheless retain the asset for so long as my Trustee deems appropriate.
2. My Trustee may borrow money (including borrowings from any

Certificate of Revocable Living Trust
Dated _____, 20____

- corporate Trustee or its affiliates) for any purpose deemed in the best interests of any trust under this Trust and secure such borrowings with any assets of such trust.
3. My Trustee may invest the Trust assets in a money market or other short-term fund whether or not my Trustee (or affiliates of any corporate Trustee) is the sponsor, advisor, manager or custodian of, or provides services to, such fund. The compensation received by my Trustee (or affiliates of any corporate Trustee) for services rendered to such fund shall not reduce the compensation of my Trustee under this Trust.
 4. I expressly grant to my Trustee the right, power, and authority to mortgage, encumber, pledge, and create a security interest in any of my Trust assets, whether real, personal, or mixed, and to secure any of my indebtedness, whether jointly or individually, whether now or hereafter incurred, and I specifically authorize and empower my Trustee to execute, acknowledge, and deliver to the lender of such funds a deed of trust or other security instrument, in such form as the lender may reasonably require, conveying as collateral for such extension of credit all of the right, title and interest possessed by this Trust in any asset, whether real or personal, as security for any indebtedness of mine.

F. Merger

My Trustee may merge or consolidate for administrative purposes any trust under this Trust with any other trust made by me or any other person having the same Trustee and substantially the same dispositive provisions.

G. Termination of Small Trusts

Trusts.

If at any time after the Division Date the value of the assets held by any trust created under this Trust is so small that, in the opinion of my Trustee, such trust is uneconomical to administer, my Trustee may terminate such trust and distribute the assets to the person then authorized to receive the income thereof, or if more than one person is authorized to receive trust income, to such of them and in such shares

as my Trustee deems appropriate. My Trustee may also make distributions of any interest vesting in a beneficiary under the age of twenty-one (21) years to a custodian of the beneficiary under the Virginia Uniform Transfers to Minors Act (21).

H. Allocation of AssetsH. Allocation of Assets.

Assets allocated to one trust or share may be of different character or have different income tax bases than assets allocated to another trust or share. My Trustee may, but shall not be required to, make adjustments in the amounts allocated to each trust or share to compensate for differences in the character or tax attributes of allocated assets.

I. Fiduciary DiscretionI. Fiduciary Discretion.

The powers and discretion granted to my Trustee are exercisable only in a fiduciary capacity and may not be used to enlarge or shift any beneficial interest except as an incidental consequence of the discharge of fiduciary duties. My Trustee may make discretionary payments to the beneficiaries of any trust in unequal shares and may, but shall not be required to, consider other resources available to any beneficiary. My Trustee may make tax elections without regard to the relative interests of any beneficiaries and may, but shall not be required to, make equitable adjustments among beneficiaries.

J. Restrictions on Individual TrusteesJ. Restrictions on Individual Trustees.

No individual serving as Trustee shall have a voice in any discretionary decision to distribute income or principal of any trust in order to discharge a legal obligation of the individual Trustee or for his or her pecuniary benefit, except as limited by the ascertainable standards enumerated herein, or as otherwise allowed by I.R.C. Section 2041 or regulations issued thereunder, without being considered as giving rise to a general power of appointment in the Trustee. **K.**

Removal of TrusteeK. Removal of Trustee.

After my death, the beneficiary of any trust created herein shall have the right to remove the acting Trustee and to appoint a successor Trustee of the beneficiary's particular trust or fund, provided, however, that such successor

Trustee must be a licensed attorney, law firm, trust company or bank possessing trust powers and authorized to do business in the state of the beneficiary's domicile. Such right of removal may be exercised by a beneficiary over the age of eighteen (18) years, or by the parent or other adult person responsible for a beneficiary under the age of eighteen (18) years. Such right of removal shall be continuing and may be exercised by written notice to the Trustee, which notice of removal shall specify the successor Trustee and certify the successor Trustee's willingness to serve as such. Within thirty (30) days after receiving notice, the Trustee so removed shall deliver all assets then held to the successor Trustee, and shall have full acquaintance for all assets so delivered and shall have no further duties under this Trust.

L. Change of SitusL. Change of Situs.

My Trustee may change the situs of this Trust (and to the extent necessary or appropriate, move the Trust assets) to a state or country other than the one in which the Trust is then administered, if my Trustee believes the change will be in the best interests of the Trust or the beneficiaries. My Trustee may elect that the law of such other jurisdiction shall govern the Trust to the extent necessary or appropriate under the circumstances.

M. Bond.

My Trustee shall not be required to post bond, surety, or security for its service as Trustee. Every Trustee shall have the obligation of performing and exercising all of its duties in a fiduciary manner.

N. Accountings.

My Trustee shall not be required to file accountings with any court or public official. After my death, my Trustee shall provide an annual accounting to any beneficiary of any trust created herein upon receipt of a written request therefor by such beneficiary.

6. If Co-Trustees are designated and authorized to act on behalf of the Trust, one Co-Trustee may exercise the power and authority designated herein without the consent or signature of the other Co-Trustee unless otherwise stated by me.
7. The Trust's taxpayer identification number is
8. The Trust shall take title to property as follows: Brian Perkins, Trustee, or his successors in trust under the Nathan Perkins Revocable Living Trust, dated March 13, 2013 and any amendments thereto.
9. The trust provisions which are not attached to this Certificate are of a personal nature and set forth the distribution of trust property. They **do not** modify the powers of the Trustee.

Certificate of Revocable Living Trust
Dated _____, 20____

- 10. The Trust has not been revoked, modified or amended in any manner that would cause the representations contained in the Certificate of Trust to be incorrect.
- 11. The signatory of this Certificate is currently the acting Trustee of The Nathan Perkins Revocable Living Trust, dated March 13, 2013 and declares that the foregoing statements and the Trust provisions are true and correct, under penalty of perjury.

This Affidavit was executed at Roanoke County, VA on March
22nd, 2013.

Brian Perkins (SEAL)
 Brian Perkins, Grantor and Trustee

COMMONWEALTH OF VIRGINIA

~~CITY~~ OF Roanoke, to wit:
 County

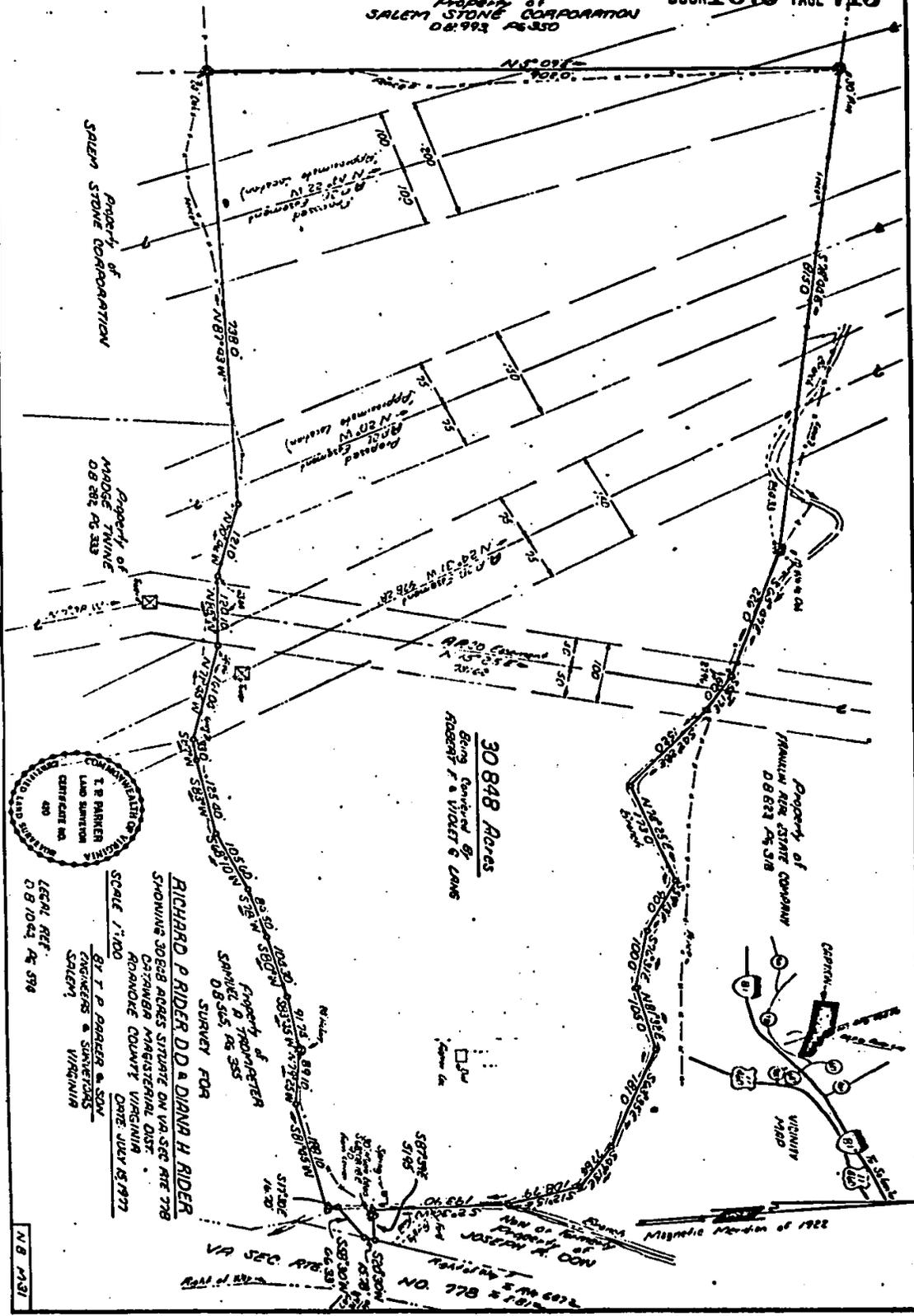
The foregoing Certificate of Trust was acknowledged before me by Brian Perkins on this
 the 22nd day of March, 2013.

Martha J. Boush
 Notary Public

My commission expires: 2/29/16
 Notary Id No.: _____

MARTHA J. BOUSH NOTARY PUBLIC Commonwealth of Virginia Reg. #226548 My Commission Expires _____

Certificate of Revocable Living Trust
 Dated _____, 20____



COMMISSIONER OF VIRGINIA
LAND SURVEY
CENTRAL NO. 400

RICHARD P. RIDER, D.D. & DIANA H. RIDER
SHOWING 30848 ACRES SURSITE ON VA SEC AITE 778
CAROLINA MANGISTINE DIST.
ROANOKE COUNTY, VIRGINIA
DATE: JULY 15, 1977

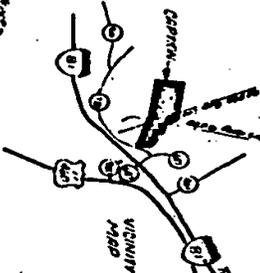
LEGAL REF.
08 1064 Ac 598

BY: T. P. PARKER & SON
SURVEYORS
SALEM, VIRGINIA

30848 Acres
Being Conveyed By
ROBERT J. & VIOLET G. LANE

Property of
ROBERT J. & VIOLET G. LANE
08 545 Ac 355

Property of
MANLY AIR STATE COMPANY
08 622 Ac 518



VA SEC AITE 778
NO. 778 & 710

N.B. 7591

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of May 30th, 2024, between Nathaniel W. Perkins (Revocable Trust) through Nathaniel W. Perkins, Brian Perkins as Trustee, owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

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

2. Legal Description –

1. Tax ID - Parcel ID #063.00-01-06.00-0000 consisting of +/- 30.84 acres and improvements thereon
2. Tax ID – Parcel ID #063.02-02-03.00-0000 consisting of +/- .53 acres and all improvements thereon

More Commonly Known As – 5837 & 5841 Twine Hollow Road Salem, Virginia 24153

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

4. Deposit. Purchaser has made a deposit with the Auction Company, of \$25,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before July 15th, 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

6. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

Seller's Initials _____

Purchaser's Initials _____

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

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

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

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

NOTICE

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

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

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

(f) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the

Seller's Initials _____

Purchaser's Initials _____

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.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1936 and lead base paint disclosures apply.

(h) **Choice of Settlement Agent.** Virginia’s Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

7. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney’s fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser’s bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser’s sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

Seller’s Initials _____

Purchaser’s Initials _____

(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.

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

Seller's Initials _____

Purchaser's Initials _____

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

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

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials _____

Purchaser's Initials _____

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

Nathaniel W. Perkins (Seller) Date

Brian Perkins (Seller) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____

5837 Twine Hollow Rd. Tax Card



Property Location: 5837 TWINE HOLLOW RD
Parcel ID: 063.02-02-03.00-0000
Magisterial District: Catawba
Account: 24376
Card 1 of 1

Owner Name and Mailing Address:
PERKINS NATHANIEL WESLEY
5837 TWINE HOLLOW RD SALEM VA 24153

Current Property Assessment 2023

Total Building Value: 80100
Total Land Value: 27200
Total Value: 107400



Narrative Description

This property contains 0.53000 AC of land with a(n) SINGLE FAMILY RESIDENCE style building, Built about 1936, having primary WOOD ON SHEATHING exterior and CORRUGATED SHEET METAL roof cover, 3 bedroom(s), 1 full bath(s), 0 half bath(s).

Property Characteristics

Jurisdiction: Roanoke County
Legal Description: ROANOKE RIVER CANNING FACTORY LOT
Deeded Acreage: 0.53000 AC
Estimated Acreage: 0.612 AC
Vacant Land: NO
Neighborhood: H026 / TWINE HOLLOW/DIXIE CAVERN
Census Block: 511610303001034
Land Use Program: NO

Sales Information Most Recent Sales

<u>Sale Date</u>	<u>Sale Price</u>	<u>Legal Reference</u>
6/30/2023	120000	DB202304916
5/23/2005	0	DB0200507840
3/26/2003	0	DB0200306663
1/1/1997	0	DB0015301495
1/1/1997	57000	DB0015301492
2/25/1993	25500	DB0013931339

Property Location: 5837 TWINE HOLLOW RD
Parcel ID: 063.02-02-03.00-0000
Magisterial District: Catawba
Account: 24376
Card 1 of 1

Zoning Information

Split:

Zoning Code
County-R1

Zoning Description
[Low Density Residential](#)

Action No:
Date:
Ordinance:
Name:



Property Location: 5837 TWINE HOLLOW RD
Parcel ID: 063.02-02-03.00-0000
Magisterial District: Catawba
Account: 24376
Card 1 of 1

Overlay Districts

Emergency Communications: [No](#) **Roanoke River Conservation:** [No](#)
Airport: [No](#) ***Manufactured Housing:** [No](#)
Wellhead Protection: [Yes](#) **Clearbrook Village:** [No](#)
Floodplain: [No](#)

*For more Information on Roanoke County Zoning, please call 540-772-2068 or visit <https://www.roanokecountyva.gov/pz>

Community Number: 510190

Flood Zone Information

Flood Certificates **FIRM Panel:** [51161C0118G](#)
Flood Zone: X

Effective Date: 9/28/2007
Floodway:

Building Description

Building Type: SINGLE FAMILY RESIDENCE	Foundation Type: CONTINUOUS FOOTING
Year Built: 1936	Roof Structure: GABLE
Finished Area (SF): 1502	Roof Cover: CORRUGATED SHEET METAL
Style/Story Height: 1.5 STORIES	Primary Exterior Wall: WOOD ON SHEATHING
Bedrooms: 3	Secondary Exterior Wall:
Full Baths: 1	Primary Interior Walls: DRYWALL
Half Baths: 0	Secondary Interior Wall:
Air Conditioning:	Primary Floors: HARDWOOD
Heating: 100%	Secondary Floors: SHEET VINYL
Heating Type: AIR-NOT DUCTED	Basement Garage:
Heating Fuel: OIL/WOOD/COAL	Fireplace:

Property Location: 5837 TWINE HOLLOW RD
Parcel ID: 063.02-02-03.00-0000
Magisterial District: Catawba
Account: 24376
Card 1 of 1

Building Areas

<u>Sub Area</u>	<u>Sketched Area</u>	<u>Finished Area</u>	<u>Perimeter</u>
BASE	920	920	132
BSMT - UNFIN	728	0	0
PRCH-OPEN UN	161	0	60
UPPER STY-FI	582	582	0

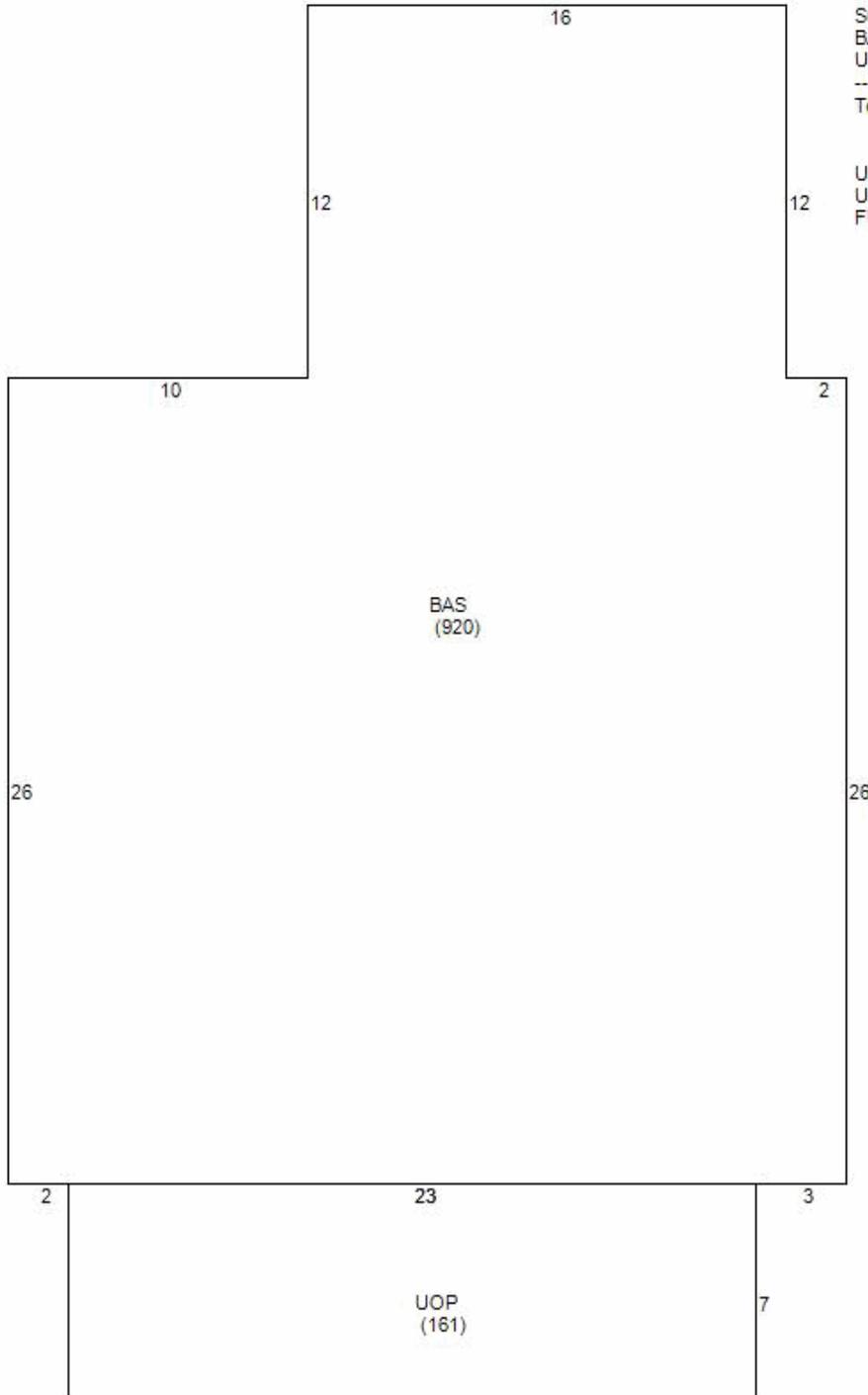
Property Location: 5837 TWINE HOLLOW RD

Parcel ID: 063.02-02-03.00-0000

Magisterial District: Catawba

Account: 24376

Card 1 of 1



Sum Area by Label:
BAS=920 (ADJ=920)
UOP=161 (ADJ=161)

TotArea:1081 TotAdjArea: 1081

UnSketched Subareas:
UBM (728)
FUS (582)

Property Location: 5837 TWINE HOLLOW RD
Parcel ID: 063.02-02-03.00-0000
Magisterial District: Catawba
Account: 24376
Card 1 of 1

Services

Trash Service: [Wednesday](#)

Bulk & Brush Pickup: [A Route](#)

Recycling: [Map](#)

Glenvar Middle (3.41 miles)

Recreational Center: [Map](#)

Camp Roanoke (3.74 miles)

Library: [Map](#)

Glenvar Branch Library (3.82 miles)

Western Virginia Water Authority [Website](#)

Services:

Police Station: [Map](#)

[Public Safety Center, 5925 Cove Rd, Roanoke VA](#)

Fire Station:

[Fort Lewis](#)

Schools

Elementary School: [Glenvar](#)

Middle School: [Glenvar](#)

High School: [Glenvar](#)

Property Location: 5837 TWINE HOLLOW RD
Parcel ID: 063.02-02-03.00-0000
Magisterial District: Catawba
Account: 24376
Card 1 of 1

Pictometry



Tax Map



Property Location: 5837 TWINE HOLLOW RD

Parcel ID: 063.02-02-03.00-0000

Magisterial District: Catawba

Account: 24376

Card 1 of 1

Hybrid



5841 Twine Hollow Rd. Tax Card

**Property Location:**

Parcel ID: 063.00-01-06.00-0000

Magisterial District: Catawba

Account: 24327

Card 1 of 1

Owner Name and Mailing Address:

PERKINS NATHAN REV TRUST ; PERKINS BRIAN TRS

5841 TWINE HOLLOW RD SALEM VA 24153

**Current Property Assessment 2023**

Total Building Value: 0

Total Land Value: 121300

Total Value: 227500

Narrative Description

This property contains 30.84000 AC of land with a(n) style building, Built about , having primary exterior and roof cover, 0 bedroom(s), 0 full bath(s), 0 half bath(s).

Property Characteristics

Jurisdiction: Roanoke County

Legal Description: BIG HILL

Deeded Acreage: 30.84000 AC

Neighborhood: H026 / TWINE HOLLOW/DIXIE CAVERN

Estimated Acreage: 32.8254 AC

Census Block: 511610303001058

Vacant Land: NO, YARD ITEMS ONLY

Land Use Program: NO

Sales Information**Most Recent Sales**

<u>Sale Date</u>	<u>Sale Price</u>	<u>Legal Reference</u>
3/22/2013	160000	DB201303733
11/5/2010	0	DB201011622
11/2/1994	0	DB0014610159
7/1/1977	35500	DB0010850542

Property Location:

Parcel ID: 063.00-01-06.00-0000

Magisterial District: Catawba

Account: 24327

Card 1 of 1

Zoning Information

Split:

Zoning Code

County-AG3

Zoning Description

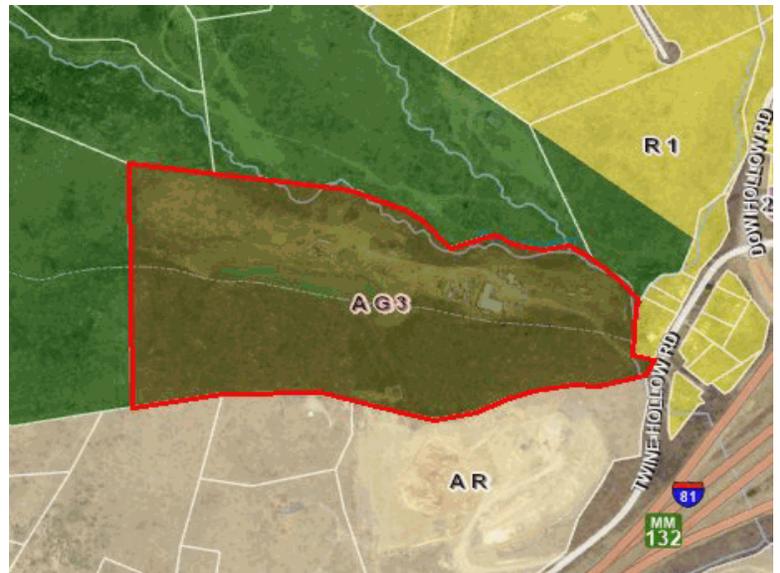
[Agricultural/Rural Preserve](#)

Action No:

Date:

Ordinance:

Name:



Property Location:

Parcel ID: 063.00-01-06.00-0000

Magisterial District: Catawba

Account: 24327

Card 1 of 1

Overlay Districts

Emergency Communications: [No](#)

Airport: [No](#)

Wellhead Protection: [Yes](#)

Floodplain: [No](#)

Roanoke River Conservation: [No](#)

***Manufactured Housing:** [No](#)

Clearbrook Village: [No](#)

*For more Information on Roanoke County Zoning, please call 540-772-2068 or visit

<https://www.roanokecountyva.gov/pz>

Community Number: 510190

Flood Zone Information

Flood Certificates **FIRM Panel:** [51161C0118G](#)

Flood Zone: X

Effective Date: 9/28/2007

Floodway:

Building Description

<p>Building Type:</p> <p>Year Built:</p> <p>Finished Area (SF):</p> <p>Style/Story Height:</p> <p>Bedrooms:</p> <p>Full Baths:</p> <p>Half Baths:</p> <p>Air Conditioning:</p> <p>Heating:</p> <p>Heating Type:</p> <p>Heating Fuel:</p>	<p>Foundation Type:</p> <p>Roof Structure:</p> <p>Roof Cover:</p> <p>Primary Exterior Wall:</p> <p>Secondary Exterior Wall:</p> <p>Primary Interior Walls:</p> <p>Secondary Interior Wall:</p> <p>Primary Floors:</p> <p>Secondary Floors:</p> <p>Basement Garage:</p> <p>Fireplace:</p>
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Property Location:

Parcel ID: 063.00-01-06.00-0000

Magisterial District: Catawba

Account: 24327

Card 1 of 1

Building Areas

Sub Area

Sketched Area

Finished Area

Perimeter

<u>Sub Area</u>	<u>Sketched Area</u>	<u>Finished Area</u>	<u>Perimeter</u>

Property Location:

Parcel ID: 063.00-01-06.00-0000

Magisterial District: Catawba

Account: 24327

Card 1 of 1

Property Location:

Parcel ID: 063.00-01-06.00-0000

Magisterial District: Catawba

Account: 24327

Card 1 of 1

Services

Trash Service: [Wednesday](#)

Bulk & Brush Pickup: [A Route](#)

Recycling: [Map](#)

Glenvar Middle (3.57 miles)

Recreational Center: [Map](#)

Camp Roanoke (3.84 miles)

Library: [Map](#)

Glenvar Branch Library (4.02 miles)

Western Virginia Water Authority

[Website](#)

Services:

Police Station: [Map](#)

[Public Safety Center, 5925 Cove Rd, Roanoke VA](#)

Fire Station:

[Fort Lewis](#)

Schools

Elementary School: [Glenvar](#)

Middle School: [Glenvar](#)

High School: [Glenvar](#)

Property Location:

Parcel ID: 063.00-01-06.00-0000

Magisterial District: Catawba

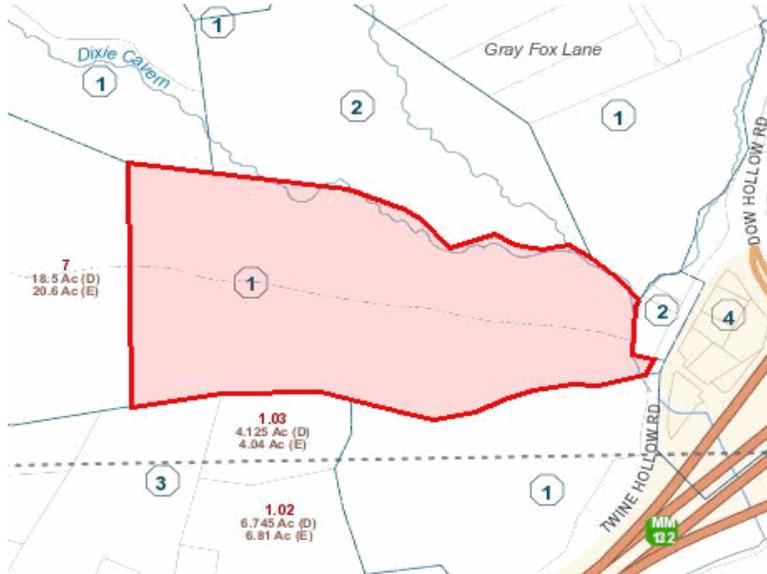
Account: 24327

Card 1 of 1

Pictometry



Tax Map



Property Location:

Parcel ID: 063.00-01-06.00-0000

Magisterial District: Catawba

Account: 24327

Card 1 of 1

Hybrid





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



This disclosure applies to the property(ies) in the City or County of Roanoke County and is described as follows:
5837 & 5841 Twine Hollow Rd., Salem, VA 24153

Lead Warning Statement:

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

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

GF
GF

(a) Presence of lead-based paint hazards (check one below):

- Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.
- Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain): _____

(b) Records and reports available to the Seller (check one below):

- Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.
- Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): _____

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

_____ (c) Purchaser has received copies of all available information listed above.

_____ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home.", available at https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf

_____ (e) Purchaser has (check one below):

- Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or
- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

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

_____ (f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.

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

Certification of Accuracy

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

04/15/2024	/ <i>[Signature]</i>	_____	/ _____
Date	Seller	Date	Purchaser
04/15/2024	/ <i>[Signature]</i>	_____	/ _____
Date	Seller	Date	Purchaser
04/15/2024	/ <i>Matt Gallimore</i>	_____	/ _____
Date	Agent	Date	Agent

For informational purposes only:

Firm: _____ Firm: _____

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

_____	_____ (Date)



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) requires the owner of certain residential real property - whenever the property is to be sold or leased with an option to buy - to provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

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

**PROPERTY ADDRESS/
LEGAL DESCRIPTION:**

5837 & 5841 Twine Hollow Rd., Salem, VA 24153

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

https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

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

Owner

04/15/2024

Date

Owner

04/15/2024

Date

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

Purchaser

Purchaser

Date

Date