



CVRMLS RESIDENTIAL LISTING AGREEMENT (Standard Agency Representation)



Firm Name Hometown Realty
 Address 7240 Lee Davis Rd.
 City/State/Zip Mechanicsville VA 23111

1. Exclusive Right To Sell: The undersigned Owners Jessie M Robertson
 _____ (the "Owner") hereby grant unto the above named
 firm as broker (the "Broker") for and in consideration of the services to be rendered by Broker, the exclusive and irrevocable
 right and privilege beginning with the date of the last Owner's signature obtained on this Agreement and ending at 11:59
 p.m. on December 7th, 2018 to sell the property described herein for the price and upon the terms and
 conditions as set forth herein, or for such other price, terms or conditions as may be hereafter agreed upon in writing. In the
 event Owner, during the term hereof, agrees to sell the property described herein, and for any reason the purchase and sale
 transaction is not consummated, Owner agrees that Broker shall continue to have the right to sell the property and to file the
 property with the Central Virginia Regional Multiple Listing Service ("CVRMLS").

Property located in City/County Louisa, Virginia, with a street address of: 9689
Shannon Hill Rd Louisa, VA 23093, Tax Parcel # 70-9-14, and a legal
 description of VIGOR & DAVIS WOODLAND ACRES LOT 14 DB 1131/563 6.417 AC (the "Property").

2. Items Included: Unless otherwise specified in the real estate purchase agreement all improvements, fixtures
 appurtenances and the additional property, if any, described here _____
 _____ are included in the sales price.

3. Listing Price and Terms:

The sale price of the Property is to be \$ 249,000.00 which price includes selling compensation,
 and the terms and conditions of said sale are as follows:

- (a) Owner's incentives _____
- (b) Possession shall be at settlement unless otherwise agreed by Owner and purchaser.
- (c) Other: To be placed active in MLS by 6/13/2018

4. Multiple Listing Service: Owner is aware that Broker, a CVRMLS member, will file the Property and all pertinent
 information regarding it with CVRMLS. Such information, together with any other information provided to or obtained by
 Broker with respect to the Property, may be disclosed to prospective purchasers and other brokers and may be included
 in all listings and other materials distributed by CVRMLS either before or after the term of this listing or the sale of the
 Property. Owner understands that the primary objective of CVRMLS is to distribute information about property listings to
 all of its members and that the vast majority of homes for sale in the Richmond Metropolitan area are marketed through
 CVRMLS. Owner acknowledges that by not allowing the publication of their Property in CVRMLS, Owner will substantially
 reduce the number of potential purchasers and cooperating real estate offices who would learn about the availability of the
 Property. It is further understood that Broker will furnish to CVRMLS notice of all changes of information concerning the
 Property, and that upon completion of a fully executed Property sales agreement, Broker will notify CVRMLS of said sale.

5. Compensation: If, during the term of this Agreement, Owner sells or transfers the Property, or enters into a contract to
 sell or transfer the Property to a purchaser ready, willing and able to purchase on terms acceptable to Owner, or Owner
 receives a written offer signed by a purchaser by which such purchaser offers to purchase the Property on the terms and
 conditions set forth herein, then Owner agrees to pay to Broker the compensation (the "Fee") equal to the total of the
 following **[select all applicable box(es)]**: ☒ 6 % of the gross sales price of the Property; ☐ **AND**
☐ the sum of \$ _____.

The Fee shall be paid in cash at settlement or such other time as set forth in this Agreement. Broker has advised Owner
 of Broker's firm policy regarding cooperating with and compensating other real estate licensees from the compensation
 set forth above. Owner authorizes Broker to cooperate with and compensate other brokers the following **[select one]**:
☒ 3 % of the gross sales price of the Property **OR** ☐ the sum of \$ _____. Owner agrees not
 to negotiate Broker's Fee or any cooperating buyer broker's compensation in a real estate sales contract for the Property.

6. Dual and Designated Agency: Owner hereby **[select one]**: ☐ consents **OR** ☒ does not consent to dual agency
 regarding the sale of the Property. Owner hereby **[select one]**: ☒ consents **OR** ☐ does not consent to designated agency
 regarding the sale of the Property. Dual and designated agency requires written approval of both Owner and purchaser in
 a real estate transaction prior to commencement of dual or designated agency. Owner is advised that a purchaser may

employ the services of a buyer's agent or representative. Owner should not disclose any confidential information to prospective purchasers or to real estate licensees other than Broker.

7. Property Owner's Association: Owner represents that the Property **[select one]:** ☐ is **OR** ☒ is not subject to the Virginia Property Owners' Association Act. If the Property is subject to such Act, Owner ☐ authorizes **OR** ☒ does not authorize Broker to order a disclosure packet from the Association. Owner shall either pay the Association or reimburse Broker for the packet. If not paid prior to settlement, the cost of the packet shall be deducted from Owner's sales proceeds at settlement.

8. Condominium: Owner represents that the Property **[select one]:** ☐ is **OR** ☒ is not subject to the Virginia Condominium Act. If the Property is subject to such Act, Owner ☐ authorizes **OR** ☒ does not authorize Broker to order a resale certificate from the Association. Owner shall either pay the Association or reimburse Broker for the certificate. If not paid prior to settlement, the cost of the certificate shall be deducted from Owner's sales proceeds at settlement.

9. Internet and Other Media: Owner authorizes the dissemination of Property/sales information to CVRMLS participants, including electronic format, magazines and other media. CVRMLS brokers may publish listings of competing brokers on their web sites. If authorized below, Broker's website may also allow third-parties to (i) write comments or reviews about the Property or display a hyperlink to comments or reviews in immediate conjunction with particular listings, or (ii) display an automated estimate of the market value of the Property (or hyperlink to such estimate) or other listings in immediate conjunction with the Property. **If Owner does not want the Property listing or address displayed on the Internet, Owner must complete the "OPT OUT OF INTERNET" section below.**

OPT-OUT OF INTERNET: Complete this section only if Owner desires to opt out of Internet display

Owner may opt out of having the property listing or property address displayed on the Internet by selecting Option A or B below.

Option A: ☐ Owner has advised Broker that Owner does not want the Property displayed on the Internet. **OR**
Option B: ☐ Owner has advised Broker that Owner does not want the address of the Property displayed on the Internet.

Owner understands and acknowledges that if **Option A** has been selected, consumers who conduct searches for listings on the Internet will not see information about the Property in response to their search. ____/____ (Owner's Initials)

Owner (initial one): JMR authorizes **OR** ____ does not authorize third-parties to write comments or reviews about the Property or provide hyperlinks to comments or reviews to any property in immediate conjunction with the Property.

Owner (initial one): JMR authorizes **OR** ____ does not authorize an automated estimate of the market value of the Property (or any hyperlink to such estimate) or any property in immediate conjunction with the listing.

Notwithstanding the above instructions that will be associated with Owner's MLS Property listing, Owner acknowledges that Broker cannot control the content of third-party websites that may display information or values about Owner's Property.

10. Use of Listing Content; Intellectual Property Assignment. Owner acknowledges and agrees that all photographs, images, graphics, video recordings, virtual tours, drawings, written descriptions, remarks, narratives, pricing information, and other copyrightable elements relating to the Property provided by Owner to Broker, or otherwise obtained or produced by Broker in connection with this Agreement, and any changes to such information (the "Listing Content"), may be filed with one or more multiple listing services, included in compilations of listings, and otherwise distributed, publicly displayed and reproduced. Owner **[select one]:** ☒ does **OR** ☐ does not hereby irrevocably assign and transfer to Broker any and all copyright rights and other intellectual property rights, and all actions and causes of action related to the foregoing, and all damages, profits, and other recoveries related thereto, which Owner may have or acquire in and to any and all Listing Content. If Owner irrevocably assigns and transfers to Broker the said rights, then Owner represents and warrants to Broker that the Listing Content and this assignment of rights to Broker does not violate or infringe upon the rights, including any copyright rights, of any person or entity. Owner shall indemnify Broker against all damages, costs, and liabilities, including twenty-five percent (25%) attorney fees, arising from any claim that the Listing Content or any portion of the Listing Content infringes the rights of any third party.

11. Lockbox: Owner **[select one]:** ☒ requests **OR** ☐ does not request the installation and use of a CVRMLS SUPRA lockbox on said Property. Owner **[select one]:** ☐ authorizes **OR** ☒ does not authorize a termite inspector to use a lockbox key for entrance to the property unaccompanied by Broker or Broker's authorized agent. Owner is aware and understands that a lockbox is a means by which persons who have authorized access to said lockbox keys may gain entrance. Owner hereby jointly and severally releases and forever discharges Broker and all other persons who have authorized access to said lockbox keys from

all liability, obligations, causes of action, claims and demands whatsoever which Owner may have by virtue of the installation and use of such lockbox. Owner agrees to notify tenant in writing, if any, of intended use of lockbox.

12. Disclosure: Owner acknowledges and understands that if the Virginia Residential Property Disclosure Act is applicable, then Owner must furnish an executed disclosure statement to a purchaser of the Property. If Owner does not furnish such disclosure statement as required by such Act, the purchaser has the right to terminate any contract to purchase the Property.

13. Lead Based Paint: Owner represents and warrants the Property **[select one]**: ☐ was **OR** ☒ was not built before 1978. If the Property was built before 1978, all federally mandated lead based paints disclosure requirements apply to the Property.

14. Septic System: Pursuant to Va. Code §32.1-164.1:1, Owner must disclose to the purchaser if the septic system serving the Property fails to meet the current regulatory requirements and Owner has applied for or obtained a waiver from the Board of Health for the system. Owner represents and warrants **[select as applicable]**:

- ☐ The Property is not served by a septic system.
- ☒ The Property is served by a **[select one]**: ☒ conventional **OR** ☐ alternative septic system but is not subject to a waiver. If an alternative system, is it subject to a maintenance contract? ☐ Yes **OR** ☐ No.
- ☐ The Property is served by a septic system and has been granted a waiver (or has applied for a waiver) which is not transferable to a purchaser. NOTE: Owner must provide notice of septic system waiver to purchaser.

15. Home Warranty Insurance: Owner has been advised of the availability of a home warranty program for the Property that covers malfunctions in certain systems and appliances (limitations apply). Owner **[select one]**: ☒ declines coverage **OR** ☐ elects to purchase a home warranty program.

16. Recordings Within the Property: If Owner records or allows remote monitoring of audio or video within the Property, Owner understands recording or transmitting audio or video of prospective purchasers or their representatives may result in violation of state and/or federal laws. Further, Owner acknowledges that prospective purchasers may photograph or video the interior of the Property. Owner should remove any items of a personal nature that Owner does not want photographed, recorded or transmitted, such as family photos, paperwork and other personally identifiable information. Owner hereby releases and indemnifies Broker, its agents and employees, from any liability which may result from Owner's recording or transmitting of audio or video on the Property, and from any other person photographing, recording or transmitting any audio, images, or video of the Property.

17. Enforcement: If Owner sells, conveys, or otherwise transfers the Property within 60 days after the expiration of this Agreement to a person or persons with whom Broker or any member of CVRMLS has negotiated as a prospective purchaser during the term of this Agreement, Broker shall be deemed to have earned the compensation provided herein and such compensation shall be due and payable to Broker pursuant to the terms of this Agreement; provided, however, that (i) Broker has given written notice to Owner of the name of such purchaser prior to the expiration of the term of this Agreement, and (ii) Owner has not entered into a valid listing agreement with any other licensed broker. Further, Owner Agrees if, (i) after a valid contract for the purchase of the Property is executed by Owner and any purchaser(s), there is a default by Owner which prevents performance of such contract through no fault of Broker, or (ii) Owner fails to fully perform the obligations of Owner set forth herein, then Broker may take action to enforce this Agreement or collect any costs, Fees and/or damages. Owner agrees to reimburse, indemnify and pay Broker, its agents and employees, for all of Broker's Fee, damages and collection costs incurred in the enforcement of this Agreement, including expenses and twenty-five percent (25%) attorney's fees.

18. Other Terms:

19. Standard Provisions:

A. **Fair Housing:** Owner acknowledges that as a homeowner or landlord, Owner has a responsibility and a requirement under the law not to discriminate in the sale, rental and/or financing of property on the basis of race, color, religion, sex, handicap, familial status, elderliness or national origin. Owner cannot instruct Broker or its licensees to convey for Owner any limitations in the sale or rental since real estate professionals are also bound by law not to discriminate. Under the law, a homeowner or landlord cannot establish discriminatory terms or conditions in the purchase or rental, deny that housing is available or advertise that the property is available only to persons of a certain race, color, religion, sex, handicap, familial status, elderliness or national origin. In the sale, purchase, exchange, rental, or lease of real property, Broker has the responsibility to offer equal service to all clients and prospects without regard to race, color, religion, national origin, sex, elderliness, familial status, or handicap.

B. Owner acknowledges that Broker is representing Owner as a standard agent under this Agreement. In accordance with law, Broker hereby discloses to Owner that Broker and Broker's real estate licensees are the agents of Owner in connection with marketing the Property under this Agreement. As such, Broker and its licensees owe Owner duties as defined in Section 54.1-2131, Code of Virginia. Broker and its licensees are required to treat all parties to a transaction honestly. Without breaching their duties to Owner, Broker and its licensees may provide prospective purchasers with information about the Property and may assist a prospective purchaser in preparing an offer to purchase the Property. Broker and its licensees have a duty to submit to Owner all offers to purchase

the Property. Broker and its licensees shall not disclose to prospective purchasers (or their real estate licensees) the terms of any other offers to purchase the Property received by Broker without Owner's prior written consent.

C. This Agreement is intended solely to define the relationship between Owner and Broker. It is not intended to be an offer to sell to a third party, nor may any third party rely upon it as such an offer. Further, this Agreement does not confer upon Broker the power or authority to either make or accept an offer or counteroffer to sell the Property. The Property may be sold only by a written agreement executed by Owner, or by an attorney-in-fact for Owner under a written power of attorney. Broker's authority hereunder shall be limited to marketing the Property for sale and such activities as are necessary or incidental thereto, including without limitation accepting and holding an earnest money deposit in accordance with the Regulations of the Virginia Real Estate Board.

D. If Owner withdraws the Property from the market during the initial term of this Agreement or any extension thereof, without written consent from Broker, or otherwise prevents Broker from selling the Property during the initial term or any extension thereof, Owner agrees to pay Broker the Fee set forth in paragraph 5 as compensation for its services hereunder.

E. If, after a valid contract for the purchase of the Property is executed by Owner and a purchaser, there is a default by such purchaser which prevents performance of such contract through no fault of Owner, Broker agrees that Owner will not be liable for the Fee of Broker and that Broker shall look to such defaulting purchaser for compensation relating to such contract. Owner agrees that if such a default occurs, this Listing Agreement shall remain in effect between Owner and Broker until its expiration and that payment of the Fee of Broker by such defaulting purchaser or purchasers shall not satisfy an obligation which may arise if, subsequent to such default, another valid contract for the purchase of the Property is brought about by Broker.

F. Owner agrees that during the initial term or any extension thereof, Broker is authorized to place "FOR SALE" signs on the Property, to remove any other "FOR SALE" signs and to take all appropriate action to bring about a sale of the Property. Owner agrees to make the Property available to Broker and real estate licensees employed by or affiliated with Broker at all reasonable hours for showing to prospective purchasers. Owner also agrees to refer to Broker all inquiries or offers which Owner may receive regarding the Property.

G. In the event of a sale of the Property, Owner agrees to convey the Property to any purchaser by general warranty deed with the usual English covenants of title and free and clear from all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to applicable easements and restrictive covenants of record not adversely affecting the use of the Property, and subject, in all events, to the specific terms and conditions contained in the contract of sale.

H. Owner agrees that in consideration of the use of the services and facilities of Broker and/or CVRMLS, neither Broker, its officers, directors, employees and real estate licensees employed by or affiliated with Broker showing the Property to prospective purchasers, nor CVRMLS, its directors, officers and employees, including officials of any Association of REALTORS®, shall be liable for any vandalism, theft or damage of any nature whatsoever to the Property or its contents during the initial term and any extension hereof, and Owner waives any and all rights, claims, and causes of action against any of them and holds them harmless for any property damage or personal injury arising from the use of or access to the Property by any person during the initial term and any extension thereof, but excluding property damage or personal injury arising out of their own negligence.

20. This Agreement is a legally binding agreement which may not be modified or changed except by written instrument executed by the parties. It shall be construed, interpreted, and applied according to the laws of the Commonwealth of Virginia, and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns. No assignment of this Agreement shall be made without the prior written consent of the other parties. The parties hereto acknowledge that each of them has received a copy of this agreement. **Owner is advised to seek legal advice if the contents of this Agreement are not understood.**

21. **Electronic Signatures** In accordance with the Uniform Electronic Transactions Act regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement.

Witness the following duly authorized signatures:

Authentisign
 06/07/2018 10:19 AM
 Jessie M Robertson
 Owner Date

Owner Date

By: Stoney Marshall
 Signature of Broker or authorized agent Date

Owner Date

Owner Date

Stoney Marshall
 Broker or authorized agent's printed name

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Virginia Real Estate Board

http://www.dpor.virginia.gov/Consumers/Disclosure_Forms/

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT

ACKNOWLEDGEMENT BY SELLER AND PURCHASER

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 provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.

Certain transfers of residential property are excluded from this requirement (see § 55-518).

PROPERTY ADDRESS/ 9689 Shannon Hill Rd Louisa VA 23093-6348
LEGAL DESCRIPTION: VIGOR & DAVIS WOODLAND ACRES LOT 14 DB 1131/563 6.417 AC

The purchaser is advised to consult the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT** webpage (http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures) for important information about disclosures required by law that may affect the buyer's decision to purchase the real property described above.

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55-523, further acknowledges having been informed of the rights and obligations under the Act.

Authentisign
 Jessie M Robertson
 6/7/2018 10:19:50 AM EDT
 Owner Jessie M Robertson

Owner

06/07/2018

Date

Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55-517 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 § 55-523, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser

Purchaser

Date

Date



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 § 55-517 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 statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page (http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/) 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 (http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/). 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:

- (a) 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 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, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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/>.
- (f) 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.
- (g) The owner makes no representations with respect to the presence of any stormwater detention facilities located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any stormwater detention facilities 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 that contract.
- (h) 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.
- (i) The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
- (j) 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) review of any map depicting special flood hazard areas, and (iii) 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.
- (k) 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
- (l) 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.
- (m) 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.

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.

Authentisign

Jessie M Robertson

6/7/2018 10:19:54 AM EDT

(Date)

(Date)

(Date)

(Date)

**Affiliated Business Arrangement Disclosure Statement
Pursuant to the Federal Real Estate Settlement Procedures Act and Regulation X**

To: Jessie M Robertson
 From: Hometown Realty Services, Inc., t/a Hometown Realty
 Property: 9689 Shannon Hill Rd Louisa VA 23093-6348
 Date: 06/05/2018



In connection with the sale and purchase of the Property (defined above), you may need to obtain certain settlement services. This is to give you notice that Hometown Realty Services, Inc. t/a Hometown Realty ("Hometown Realty") has a business relationship with the following settlement service providers:

Title Insurance:

The individual owners of Hometown Realty own an entity which has a 90% ownership interest in Home Title Services, LLC.

Mortgage Financing:

Hometown Realty has a 40% ownership interest in an entity which has a 49% ownership interest in Towne First Mortgage, LLC.

Home Warranty:

Hometown Realty has a relationship with HMS National, Inc. ("HMS"), which is an unaffiliated home warranty company. While Hometown Realty has no ownership interest in HMS, the relationship between the two companies occasionally provides a financial benefit to Hometown Realty.

Homeowner's Insurance:

Hometown Realty has a relationship with Riverland Insurers ("Riverland"), which is an unaffiliated insurance provider. While Hometown Realty has no ownership in Riverland, the relationship between the two companies occasionally provides a financial benefit to Hometown Realty through a separate license agreement between Riverland and an owner of Hometown Realty.

Because of these relationships, the referral to these companies may provide Hometown Realty, their owners, or the referred entity with a financial or other benefit. Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the listed provider(s) as a condition for the PURCHASE/REFINANCE of the subject property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Home Title Services, LLC

Provides title services only.

Estimated Range of Charges:

Standard and Enhanced Owner's Title Insurance ranges:

| | Standard | Enhanced |
|-------------------------|----------|----------|
| Up to \$250,000 | \$3.90* | \$4.68* |
| \$250,000 - \$500,000 | \$3.70* | \$4.44* |
| \$500,000 - \$1,000,000 | \$3.40* | \$4.08* |
| **Minimum Premium | \$250.00 | \$300.00 |

Lender's Title Premiums

| | |
|-------------------------|----------|
| Up to \$250,000 | \$2.90* |
| \$250,000 - \$500,000 | \$2.70* |
| \$500,000 - \$1,000,000 | \$2.30* |
| **Minimum Premium | \$200.00 |

Insured Closing Letter \$20

Title Services Fee (includes binder and search fees) \$225

Title update & recordation fee (depends on jurisdiction) Richmond and surrounding counties \$50 -\$75

*Fees shown are per thousand dollars insured.

**Fees are subject to loan amount and type of transaction, its complexity and property location. Out of area search and recordation fees may be higher. Acreage or commercial searches are billed at an hourly rate of \$65.00/hour.

Towne First Mortgage

Provides residential mortgage, construction and home equity products.

Estimated Range of Charges:

0% - 5% of Final Loan Amount

HMS National, Inc.

Provides home warranties.

Estimated Range of Charges:

\$400-\$600 per home warranty issued.

Riverland Insurers

Provides homeowner's insurance products.

Estimated Range of Charges:

Typical premiums range from \$300-\$1,800 per year.

** Premium varies depending on property, property location and insurance product chosen.

ACKNOWLEDGEMENT

I/we have read this disclosure form, and understand that Hometown Realty Services, Inc. t/a Hometown Realty is referring me/us to purchase the above-described settlement service(s) and may receive a financial or other benefit as the result of this referral.

Authentisign
Jessie M Robertson
 6/7/2018 10:19:57 AM EDT

Signature



UST Water and Sewer Addendum To Exclusive Right to Sell

This Addendum, To Exclusive Right to Sell Agreement, which is attached and made part of Exclusive Right to Sell Agreement dated June 5th 2018 between Hometown Realty and Jessie M Robertson owner(s) for the listing of that certain real property and all improvements thereon located in the County or City of Louisa, Virginia, and described in the Agreement as 9689 Shannon Hill Rd Louisa VA 23093-6348.

The owner(s) hereby makes the following statements:

1. Water System: Is the property serviced by Public Water?
☐ Yes ☒ No ☐ Unknown

Comments: _____

2. Sewer System: Is the property serviced by Public Sewer?
☐ Yes ☒ No ☐ Unknown

A. If "No", is the onsite sewage system operating under a Health Department Waiver?

☐ Yes ☒ No ☐ Unknown

(If "Yes", then **Onsite Sewage System Waiver Disclosure** required)

Comments: _____

3. Underground Storage Tanks: Is there an underground storage tank on the property?
☐ Yes ☒ No ☐ Unknown

A. If "Yes", is the tank in active use?

☐ Yes ☐ No ☐ Unknown

B. If "No" to 3A, has the tank been inactive for more than 1 year?

☐ Yes ☐ No ☐ Unknown

C. If "No" to 3A, has the tank been drained and backfilled according to DEQ regulations?

☐ Yes ☐ No ☐ Unknown

This statement is based upon the owner's actual knowledge of the condition of the property as of the date noted. The owners acknowledge that Virginia law requires that the listing Broker must disclose to potential purchasers of the property all material adverse facts pertaining to the physical condition of the property actually known by the Listing Broker.

Authentisign
Jessie M Robertson
 Owner Jessie M Robertson Date _____

Owner _____ Date _____

Revised 01-01-08

InstantFORMS®



PRE-MARKETING ADDENDUM TO CVRMLS RESIDENTIAL LISTING AGREEMENT

(Use this Addendum only for property entered as "coming soon" in CVRMLS)



THIS PRE-MARKETING ADDENDUM is made on June 7th, 2018 to the CVRMLS Residential Listing Agreement dated Jun 7th, 2018 (the "Listing Agreement"), by and between Jessie M Robertson ("Owner") and Hometown Realty ("Broker") for the exclusive right to sell certain real property known as 9689 Shannon Hill Rd Louisa, VA 23093, Virginia (the "Property") and shall be attached to and made a part of the Listing Agreement.

1. PRE-MARKETING LIMITATION: Owner directs Broker to enter the Property listing in the CVR Multiple Listing Service ("CVRMLS") under "coming soon" status and directs that their Property not be available for viewing by anyone prior to the date entered in Paragraph 3 below. Owner understands that during the pre-marketing period, the Property listing information will be made available to other CVRMLS participants and their clients.

2. CVRMLS RULES: CVRMLS Participants are required to enter all property listings into the CVRMLS system under the "active" status within three (3) days of the ratification of the Listing Agreement by Owner. In order to qualify for "coming soon" status in the MLS, no advertising of the Property may occur before the date entered in Paragraph 3 below.

3. PRE-MARKETING INSTRUCTIONS:

A. Owner and Broker agree that the Listing Agreement is hereby modified as follows: Owner hereby directs Broker to list the Property in CVRMLS in "coming soon" status until 06/13/2018 (maximum of 21 days from the date of ratification of the Listing Agreement by Owner).

B. Owner **[select one]**: ☐ authorizes **OR** ☒ does not authorize Broker to install a "For Sale" sign with "Coming Soon" rider on the Property while the Property is listed in the "coming soon" status.

4. ADVERTISING RESTRICTIONS: Broker may conduct pre-marketing activities for the Property (i.e. photography, staging, landscaping, repairs, etc.), but Broker **may not advertise the Property on Broker's website or any other websites, or in the media** (i.e. newspapers, print ads, etc.) **or in social media** (i.e. Facebook, Twitter and other social media applications) while the Property listing remains in the "coming soon" status.

Broker shall place the Property listing in "active" status in CVRMLS to commence advertising (including social media) or upon the expiration date of the "coming soon" status (whichever occurs first).

5. SHOWINGS: Broker is prohibited from showing the Property to prospective buyers and/or their agents if the Property is listed in CVRMLS under the "coming soon" status. If Owner desires to have the Property shown to prospective buyers and/or their agents, Owner must direct Broker to change the Property status to "active" in CVRMLS. Once changed to "active" status, Owner and Broker are prohibited from returning the Property status to "coming soon".

6. COMPENSATION: Owner acknowledges that an offer of compensation to cooperating buyer agents is required for the listing of the Property in CVRMLS, including in the "coming soon" status.

Witness the following duly authorized signatures:

| | |
|--|-------------------------------|
| <p><small>Authentisign</small> <u>Jessie M Robertson</u> Owner <u>Jessie M Robertson</u> Date <u>06/07/2018</u></p> | <p>Owner _____ Date _____</p> |
| <p>Owner _____ Date _____</p> | <p>Owner _____ Date _____</p> |
| <p>Broker: By: <small>Authentisign</small> <u>Stoney Marshall</u> Signature of Broker or authorized agent Date <u>06/07/2018</u></p> | <p>Owner _____ Date _____</p> |

Print name: Stoney Marshall

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