



**Blue Ridge Land
& Auction Co., Inc**

TERMS OF AUCTION

AUCTION FOR – Phillip D Sweeney

AUCTION LOCATION – Online at <http://www.VAAuctionPro.com>

AUCTION DATE – August 31th, 2021 at 4 PM

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 – 3245 Riner Rd., Christiansburg, VA 24073

Tax ID # 106-A 2 A and #106-A 1 6-11; Consisting of .85 acre +/- and improvements;
Deed Book 2020, Page 816

General Terms and Conditions

10% Buyer’s Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, place an Earnest Money Deposit, and close within 45 days. Sold “Subject to Seller Confirmation”. Earnest Money Deposit is \$5,000.

BIDDER REGISTRATION – **Registration begins online** prior to auction at <http://www.VAAuctionPro.com>.

By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COPYRIGHT FOR AUCTION – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract,

transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively "Property Issues"). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS – Participation in the Auction is at Bidder's sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered "**AS IS, WHERE IS, WITH ALL FAULTS.**" To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

SALE CONTRACT – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. **This sale is not contingent upon any matter, including buyer obtaining financing.** Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 45 days following the Auction.

EARNEST MONEY DEPOSIT – Purchaser will be required to make a **\$5,000 Earnest Money Deposit on August 31st, 2021**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

TITLE - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of Special Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record 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.

DISPUTE RESOLUTION – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action

accrues or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Floyd in the State of Virginia.

MISCELLANEOUS – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer’s written revision or announcement at the Auction.

Bidder Acknowledgement – By signing below you hereby agree to the **Terms of Auction**

Name _____

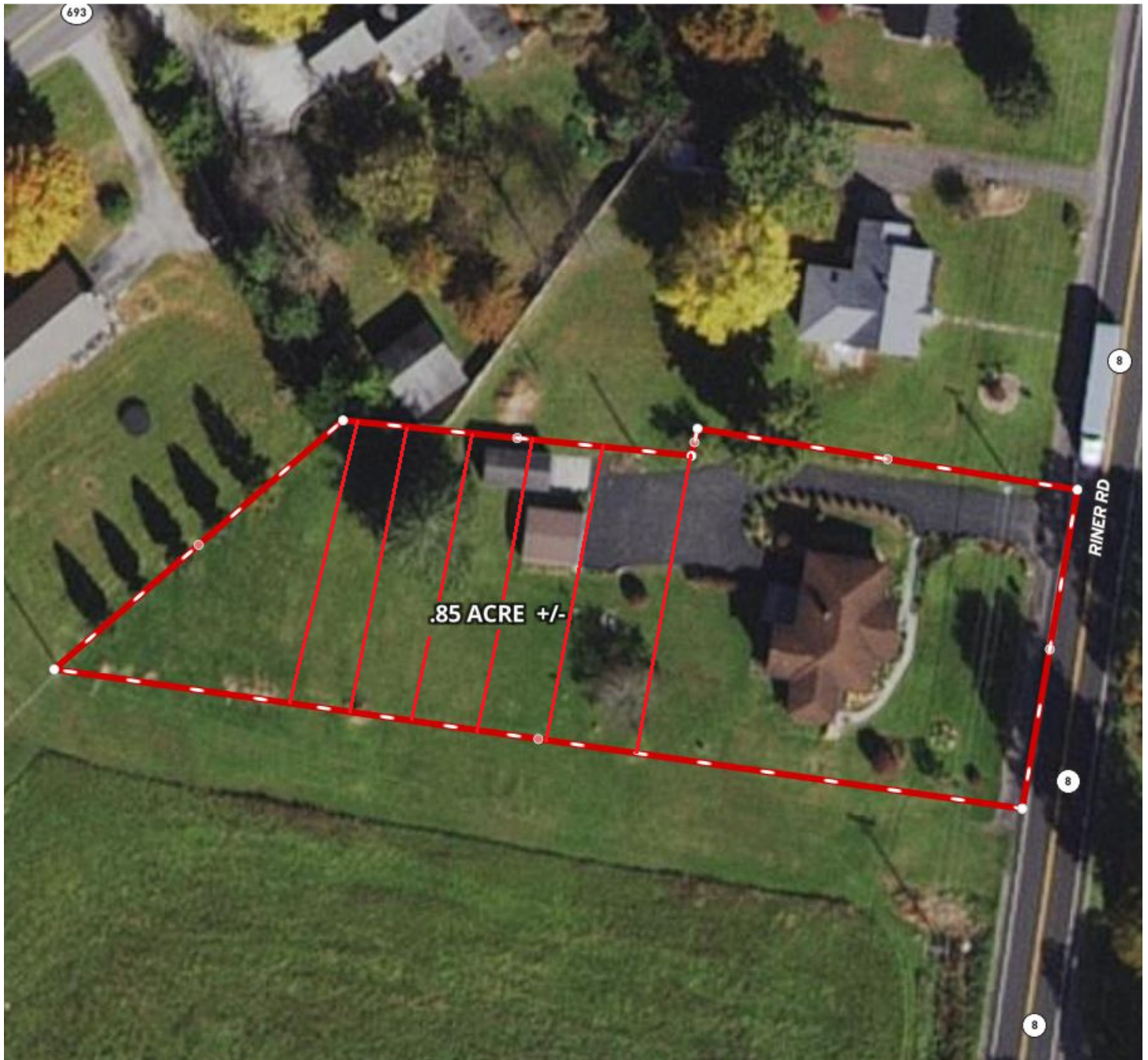
Signature _____

Address _____

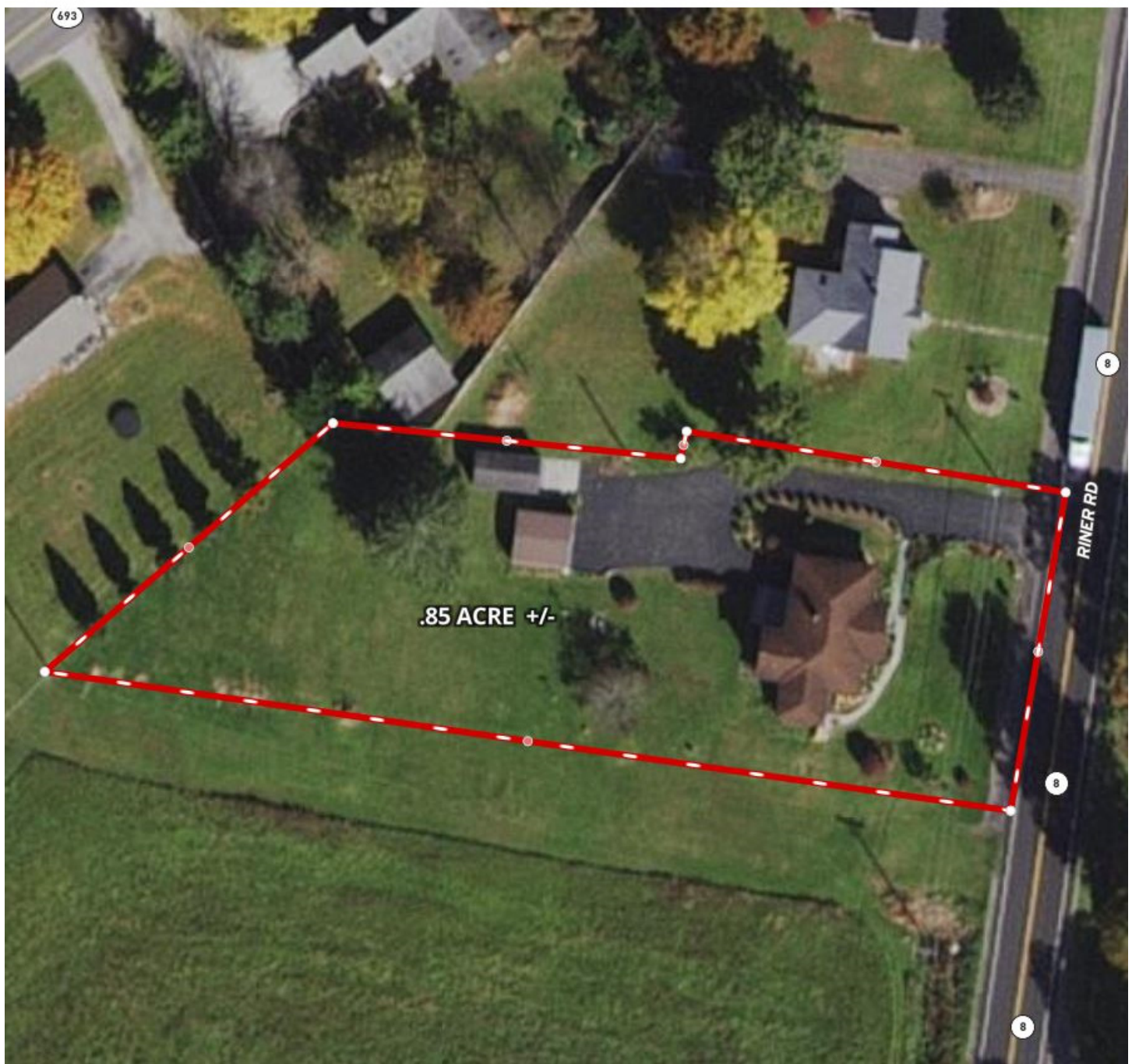
Phone _____

Email _____

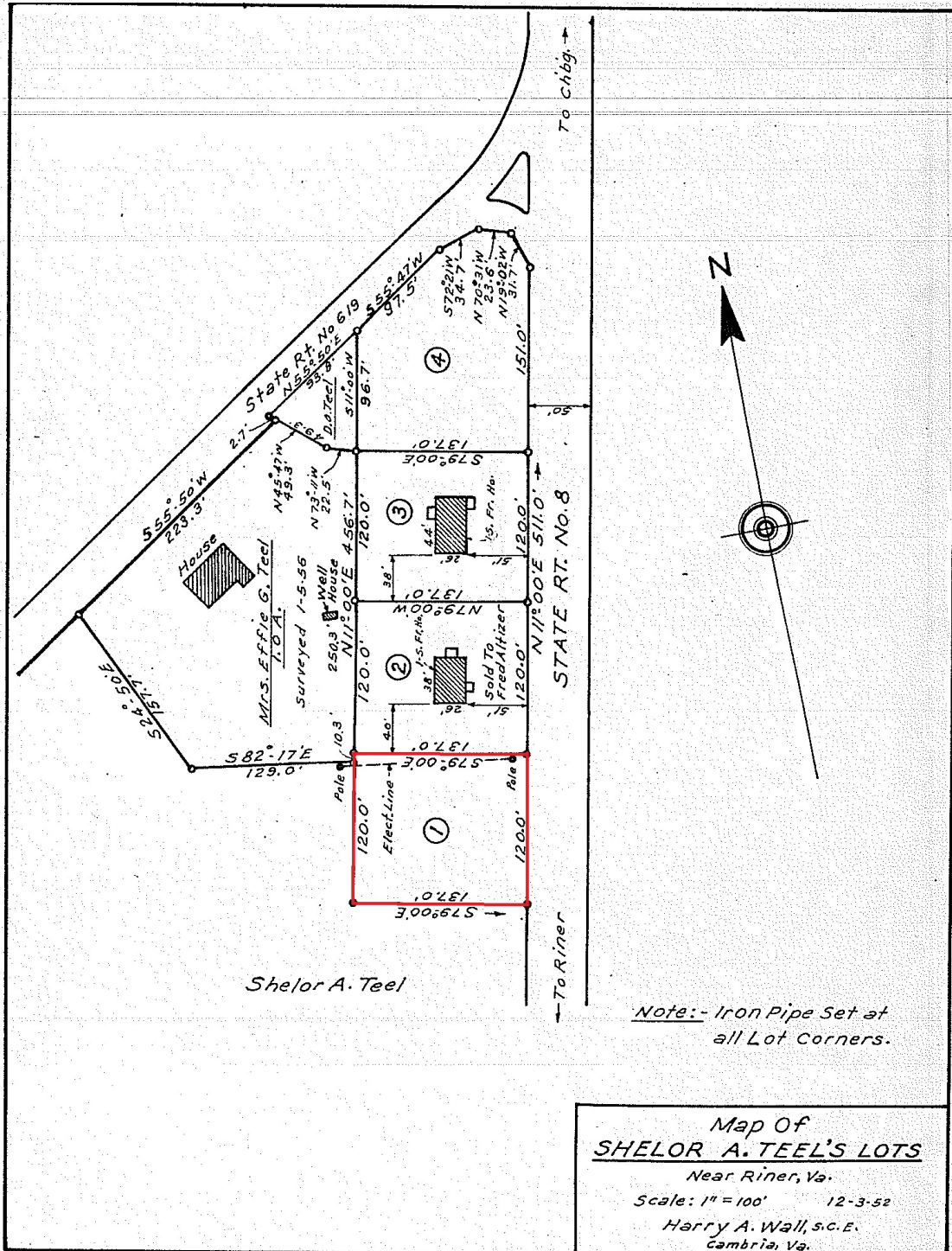
Aerial



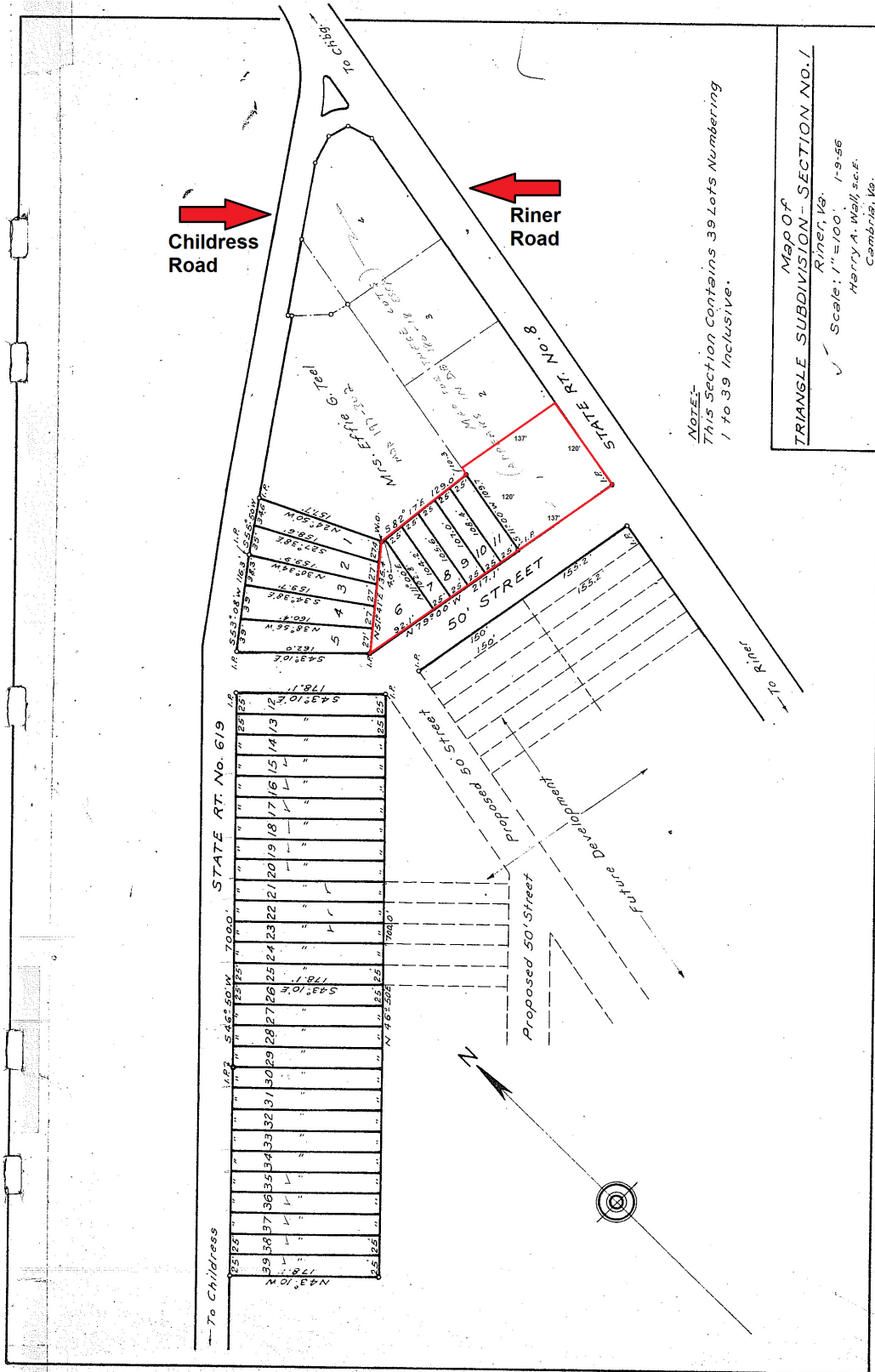
Aerial



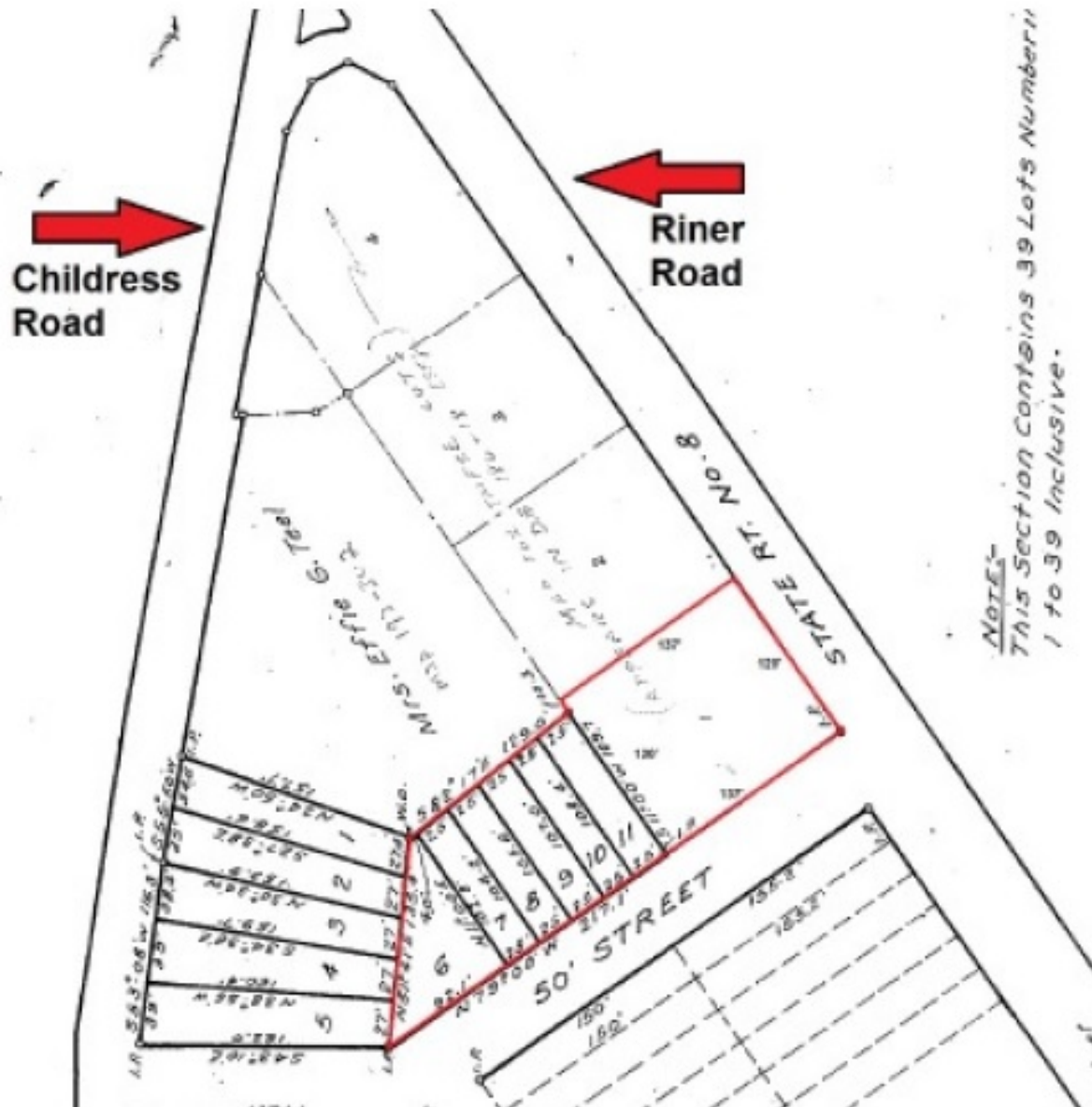
Survey



Survey



Survey





Neighborhood





Location

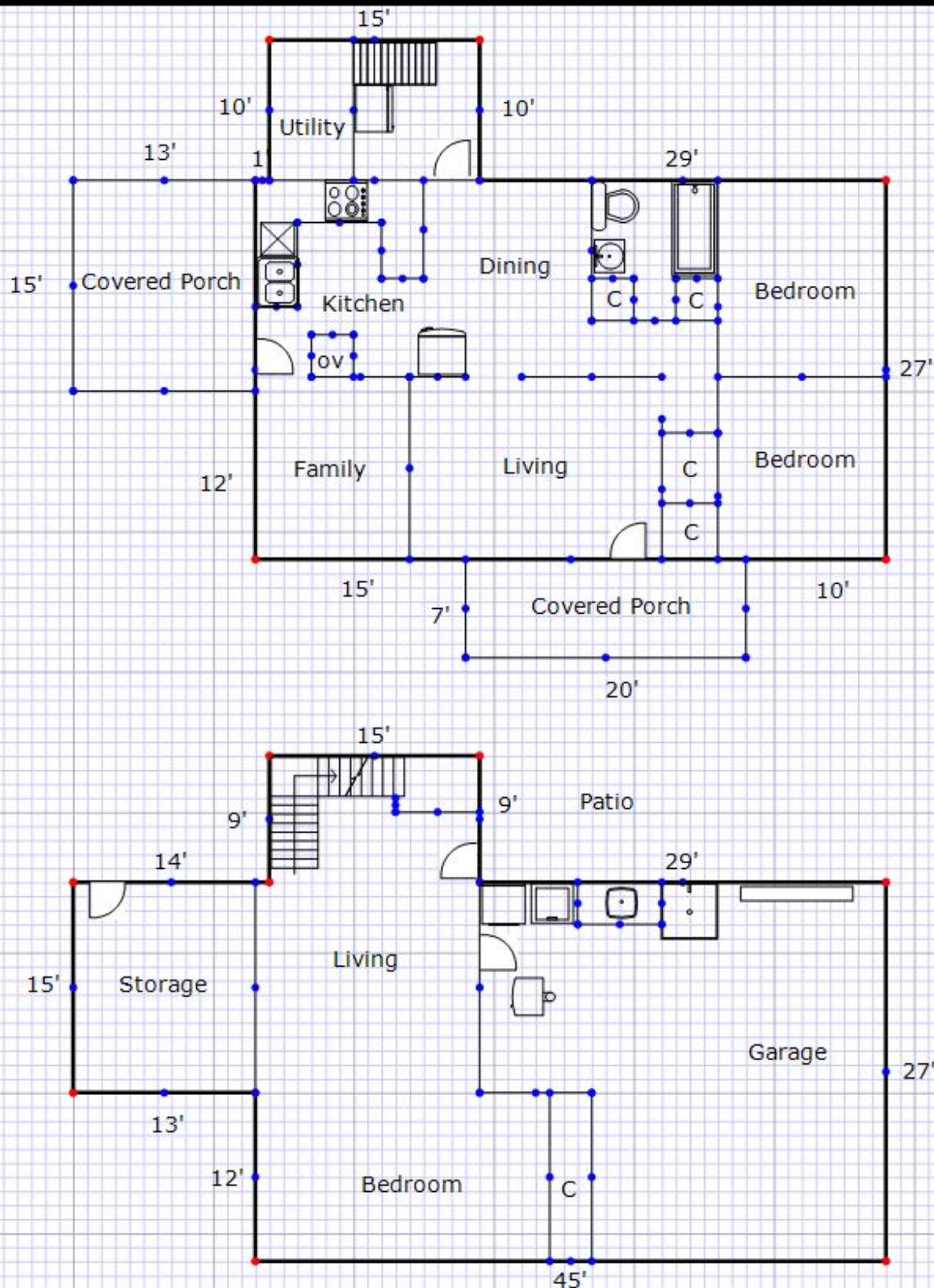


General Floorplan

Ground Level = 1,365 Square Feet

Basement = 1,560 Square Feet

Total = 2,925 Square Feet



*Recd. & mailed to
Oscar R. Sweeney, Jr.
Star Rt.
Christiansburg, Va.
2-1-56*

W. T. SCOTT, JR., SPL. COMR.

TO DEED

OSCAR R. SWEENEY, JR., ET AL

THIS DEED made this 7th day of December, 1955, between W. T. Scott, Jr., Special Commissioner of the Circuit Court of Montgomery County, Virginia, party of the first part and Oscar R. Sweeney, Jr. and Mary G. Sweeney, his wife, or the survivor, parties of the second part:

W I T N E S S E T H

WHEREAS, Oscar R. Sweeney, Jr., party of the second part has made a written offer to purchase the real estate described herein for the sum of Ten Thousand Dollars (\$10,000.00), and

WHEREAS, by a decree entered on the 12th day of October, 1955, in the chancery cause styled Donald O. Teel, et al, vs. Effie G. Teel, et al, pending in the Circuit Court of Montgomery County, Virginia, the said offer was accepted, approved and confirmed and it was Adjudged, Ordered and Decreed that W. T. Scott, Jr., who was appointed a Special Commissioner for that purpose should prepare or cause to be prepared a deed of bargain and sale conveying the real estate to the said Oscar R. Sweeney, Jr. or to whom so ever he should direct and deliver the same to the purchaser and upon such delivery take and accept the sum of Ten Thousand Dollars (\$10,000.00), and

WHEREAS, the said Oscar R. Sweeney, Jr., has directed that the said deed be made jointly to him and his wife, as tenants by the entirety,

NOW, THEREFORE, in consideration of the premises and the payment of the sum of Ten Thousand Dollars (\$10,000.00), the receipt of which is hereby acknowledged, and in order to carry into effect the aforementioned decree and by virtue and authority thereof, the said party of the first part doth grant and Convey with Special Warranty of title into the said Oscar R. Sweeney, Jr. and Mary G. Sweeney, husband and wife, as tenants by the entirety with right of survivorship as at Common Law, all of that certain lot or parcel of real estate situate in the Christiansburg Magisterial District of Montgomery County, Virginia on the west side of State Route No. 8, bounded and described as follows:

BEGINNING at a stake standing on the west side of State Route No. 8, corner to Willard Teel; thence with State Route No. 8 N 11° 00' E 120 feet to a stake, corner to Lot No. 2, thence with the same N 79° 00' W 137 feet to a stake, corner to Willard Teel; thence with his line S 11° 00' W 120 feet to a stake; thence S 79° 00' E 137 feet to the BEGINNING, and being Lot No. 1 according to a survey and map of Shelor A. Teel lots made by Harry A. Wall, S.C.E., dated December 3, 1952.

This deed is in accordance with Section 8-671 of the 1950 Code of Virginia, is executed by the Special Commissioner on behalf of Donald O. Teel, W. Ward Teel, Effie G. Teel, Irene T. Tolley, Edith T. Phillips, Shelor A. Teel, Jr., J. Willard Teel, Dorothy T. Leftwich, Wendell B. Teel and Eva G. Sheppard (nee Eva G. Teel).

WITNESS the following signature and seal:

W. T. SCOTT, JR. (SEAL)
Special Commissioner

STATE OF VIRGINIA

COUNTY OF MONTGOMERY, to-wit:

I, Marcus H. Long, a Notary Public in and for the County aforesaid, in the State of Virginia, do certify that W. T. Scott, Jr., Special Commissioner, whose name

attached and made a part of this deed.

And being part of the same lands acquired by the parties of the first part by deed dated February 28, 1944, from Walker E. Linkous et al, which deed is recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 132, Page 154, to which deed and map a further reference is hereby made for a better description of the land herein conveyed.

Witness the following signatures and seals.

S. ROSCOE STARR (SEAL)
S. Roscoe Starr

NORA H. STARR (SEAL)
Nora H. Starr

STATE OF VIRGINIA

COUNTY OF MONTGOMERY, TO-WIT:

I, Helen S. Parrish, a notary public in and for the County of Montgomery, State of Virginia, hereby certify that S. Roscoe Starr and Nora H. Starr, his wife, whose names are signed to the foregoing writing dated December 5, 1956, personally appeared before me in my County and State aforesaid and acknowledged the same.

My commission expires May 24, 1959.

Given under my hand on this December 6, 1956.

HELEN S. PARRISH
Notary Public

55¢ U. S. Rev.

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County 10th day of December, 1956.

The foregoing deed was this day presented in said Office and with certificate annexed admitted to record at 1:12 o'clock P. M.

Teste:

A. B. CORRELL, Clerk

By *Renee J. Juman*, D. C.

*Ord. & mailed to
Oscar R. Sweeney, Jr.
Star Rt.,
Christiansburg,
Va.
12/20/56*

TEEL BROTHERS

TO DEED

OSCAR R. SWEENEY, JR. ET AL

THIS DEED, made and entered into on this the 4th day of August, 1956, by and between "Teel Brothers", a partnership, with J. Willard Teel and W. Ward Teel as partners, parties of the first part, and Oscar R. Sweeney, Jr. and Mary G. Sweeney, his wife, parties of the second part,

W I T N E S S E T H:

That for and in consideration of the sum of Eight Hundred and Forty (\$840.00) Dollars, of which sum Four Hundred (\$400.00) Dollars is cash in hand paid by the parties of the second part to the parties of the first part, receipt whereof is hereby acknowledged, and the balance in the sum of Four Hundred and Forty (\$440.00) Dollars is to be paid in two equal installments as is evidenced by two (2) interest bearing negotiable notes of even date herewith signed by the parties of the second part and payable to "Teel Brothers", or order, in the principal sum of Two Hundred and Twenty (\$220.00) Dollars each, with interest thereon at six (6%) per cent per annum, the first payable on or before one (1) year from date, and the second payable on or before two (2) years from date, the said parties of the first part hereby

bargain, grant, sell and convey unto the parties of the second part, with covenants of General Warranty of title, jointly during their joint lives, and then to the survivor of them; his or her heirs, or assigns, in fee simple forever; it being the intention of this deed to convey to the said parties of the second part as tenants by the entirety, with the right of survivorship as such as is approved by Section 55-21 of the Code of Virginia, 1950, and not as tenants in common, all those six (6) certain lots or parcels of land, with all improvements thereon and appurtenances thereunto belonging, lying and being in the Auburn Magisterial District of Montgomery County, Virginia, and being all of Lots Number Six (6), Seven (7), Eight (8), Nine (9), Ten (10) and Eleven (11) as shown on the map of "Triangle Subdivision, Section Number One" made by Harry A. Wall, S.C.E., dated January 9, 1956, which map, together with certificate of said subdivision dated July 25, 1956, is recorded in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 200, Page 235.

This deed of conveyance is made subject to the restrictions, conditions and covenants appearing in the aforesaid certificate of subdivision recorded in said Clerk's Office with said map of "Triangle Subdivision, Section Number One".

The parties of the first part reserve and retain a vendor's lien on the aforesaid described land hereby conveyed to secure the balance of the unpaid purchase sum hereinabove set forth.

Witness the following signatures and seals.

"TEEL BROTHERS", A PARTNERSHIP

By J. WILLARD TEEL (SEAL)
J. Willard Teel

W. WARD TEEL (SEAL)
W. Ward Teel

STATE OF VIRGINIA

COUNTY OF MONTGOMERY, TO-WIT:

I, Helen S. Parrish, a notary public in and for the County of Montgomery, State of Virginia, hereby certify that J. Willard Teel and W. Ward Teel, whose names are signed to the foregoing writing dated August 4, 1956, personally appeared before me in my County and State aforesaid and acknowledged the same.

My commission expires May 24, 1959.

Given under my hand on this September 27, 1956.

HELEN S. PARRISH
Notary Public

\$1.10 U. S. Rev.

VIRGINIA: In the Clerk's Office of the Circuit Court of Montgomery County 10th day of December, 1956.

The foregoing deed was this day presented in said Office and with certificate annexed admitted to record at 2:35 o'clock P. M.

Teste:

A. B. CORRELL, Clerk

By *Renee L. Surman*, D. C.

Owners

Owner1	SWEENEY PHILLIP D
Owner2	
Mailing Address	3245 RINER RD
Mailing Address2	
City, State, Zip	CHRISTIANSBURG VA 24073

Parcel

Tax Map Number	106-A 2 1
Property Address	3245 RINER RD
City, State, Zip	CHRISTIANSBURG VA 24073
Neighborhood Code	MR332000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	
Notes:	
Notes:	
Notes:	
Notes:	

Legal Description

Legal Description 1	SHELOR A TEELS LOTS
Legal Description 2	LOT 1
Tax District Code/Description	MR/RINER
Deeded Acres	0
Deed Book	2020
Page	000816

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
10-OCT-20		SWEENEY PHILLIP D	SWEENEY MARY G	2020	000816
01-JAN-55		SWEENEY MARY G	SWEENEY OSCAR R JR	0197	0258

Sale Details1 of 2

Sale Date	10-OCT-20
Sale Key	127840
Sale Price	
Grantee	SWEENEY PHILLIP D
Grantor	SWEENEY MARY G
Book	2020
Page	000816
Sale Type	IMPROVED
Sale Source	W-WILL BOOK
Sale Validity	-

Dwelling Description

Card	1
Story Height	1
Construction Code/Desc	2 / BRICK
Style Code/Desc	01 / RANCH
Year Built	1946
Effective Year Built	1969
Remodeled Year	
Total Rooms	5
Bedrooms	2
Full Baths	1
Half Baths	
Additional Fixtures	
Total Fixtures	3
Kitchen Remodeled	
Bathroom Remodeled	
Basement Code/Desc	6 / FULL
Heating Code/Desc	4 / CENTRAL WITH AIR
Heating Fuel Type Code/Desc	8 / OIL

7/20/2021	Montgomery County, VA
Heating System Code/Desc	2 / FLOOR OR WALL FURNACE
Attic Code/Desc	1 / NONE
Physical Condition Code/Desc	A / AVERAGE CONDITION
Square Footage of Living Areas	1,765
Unfinished Area SF/Value	/ \$0
Finished Basement - poor SF/Value	/ \$0
Finished Basement - avg SF/Value	400 / \$6800
Finished Basement - good SF/Value	/ \$0
Fireplace stacks/openings	/
Pre Fab Fireplace	
Bsmt Garage #Cars	1
Misc Code/Desc/Value	// \$0
Misc Code/Desc/Value	// \$0
Notes1	
Notes2	
Grade Factor/Desc	25 / C
Additional Exterior Wall	WOOD SIDING
Roof Structure	HIP
Roof Cover	COMPOSIT SHINGLE
Interior Wall 1	PLASTER
Interior Wall 2	
Floor Code 1	HARDWOOD
Floor Code 1	
Structural Frame	WOOD

Condominium Data

Complex No.
Unit No.
Name
Level
Type
View

SFLA includes finished basement area

Outbuildings

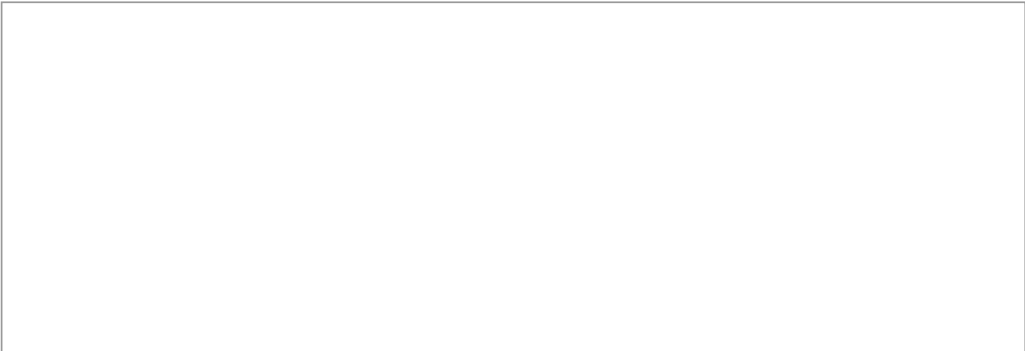
Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	CAN / CANOPY-DETACHED	1990	D	21	20	420	1300
1	GFR / GARAGE-DETACHED FRAME	1990	C	12	24	288	4700

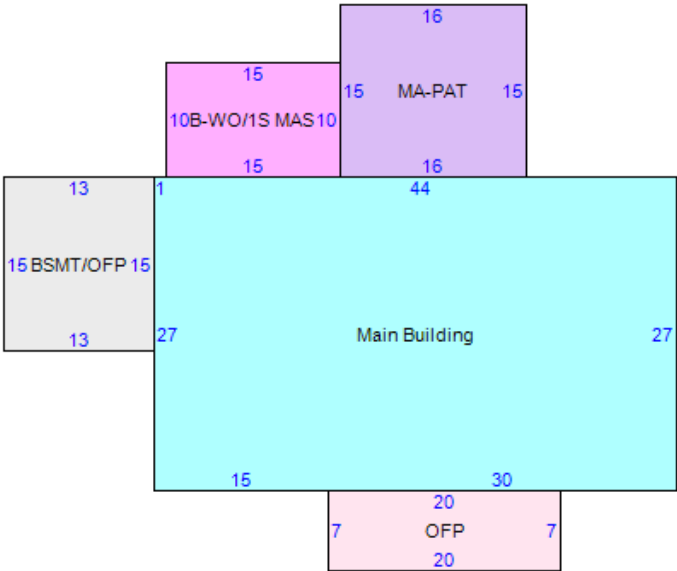
Assessed Values

Assessed Land	\$23,400
Assessed Buildings	\$130,800
Total Assessed Value	\$154,200
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2019 through Dec 31, 2022.

Tax Rate for 2020 is 89 cents per \$100. Tax rate for 2021 has not been set.





Item	Area
Main Building	1215
B-WO/1S MAS - 49/20:B-WO/1S MAS	150
BSMT/OFP - 50/11:BSMT/OFP	195
OFP - 11:OFP	140
MA-PAT - 33:MA-PAT	240
CANOPYDET - CAN:CANOPY-DETACHED	420
DET.FR.GAR - GFR:GARAGE-DETACHED FRAME	288

Parcel ID: 019005

SWEENEY PHILLIP D

Owners

Owner1	SWEENEY PHILLIP D
Owner2	
Mailing Address	3245 RINER RD
Mailing Address2	
City, State, Zip	CHRISTIANSBURG VA 24073

Parcel

Tax Map Number	106-A 1 6-11
Property Address	
City, State, Zip	VA
Neighborhood Code	MR332000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	
Notes:	
Notes:	ADJ OWNER/LIMITED ACCESS
Notes:	
Notes:	
Notes:	

Legal Description

Legal Description 1	TRIANGLE SUBD
Legal Description 2	LOTS 6-11
Tax District Code/Description	MR/RINER
Deeded Acres	0
Deed Book	2020
Page	000816

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of August 31st, 2021, between Phillip D Sweeney, owner 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 –

Tax ID # 106-A 2 A and #106-A 1 6-11; Consisting of .85 acre +/- and improvements; Deed Book 2020, Page 816

More Commonly Known As – 3245 Riner Rd., Christiansburg, VA 24073

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 Auction Company, of \$5,000

(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 October 15th, 2021 ("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. (See Standard Provision J on Exhibit A.)

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.

Seller's Initials _____

Purchaser's Initials _____

(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 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 1974 and lead base paint disclosure is required.

(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

Seller's Initials _____

Purchaser's Initials _____

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.

(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.

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

Phillip D Sweeney (Seller) 08/31/2021

Purchaser Name

Address

Phone # Email

(Purchaser signature) 08/31/2021

Seller's Initials _____

Purchaser's Initials _____



**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 webpage (http://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 (http://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 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.
3. 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.
4. 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.
5. 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/>.
6. 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.
7. 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.
8. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
9. 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 Department of Conservation and Recreation's Flood Risk Information, 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.
10. 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
11. 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.

12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.

<u>Philby D. Sweeney</u>	<u>7-8-21</u> (Date)
_____	_____ (Date)
_____	_____ (Date)
_____	_____ (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/ 3245 Riner Rd, Riner, VA 24149
LEGAL DESCRIPTION: Tax ID 106-A 2 1 & 106-A 1 6-11

The purchaser is advised of the disclosure 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

Phillip D Sweeney

7-8-21

Date

Owner

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



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 Montgomery and is described as follows:
3245 Riner Rd Riner VA 24149

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)

_____ (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.

7-8-21 / Phillip D. Sweeney
 Date Seller **Phillip D Sweeney**

_____/_____
 Date Purchaser

_____/_____
 Date Seller

_____/_____
 Date Purchaser

_____/_____
 Date Agent **Matt Gallimore**

_____/_____
 Date Agent

For informational purposes only:

Firm: **United Country Blue Ridge Land**

Firm: _____

COPYRIGHT©2020 by the VIRGINIA REALTORS®.

VAR Form 1350 Revised 01/20

Reviewed 01/20

United Country Blue Ridge Land, 102 S. Locust Street Floyd VA 24091

Matt Gallimore

Phone: 5407452005

Fax: 5407454401

Disclosures

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.zipLogix.com



ROANOKE VALLEY ASSOCIATION OF REALTORS®



RESIDENTIAL SEPTIC SYSTEM DISCLOSURE STATEMENT

Section 32.1-164.1:1 Code of Virginia provides whenever any onsite sewage system is failing and is on or serves real property consisting of not less than one nor more than four dwelling units and the Board of Health's (Board) regulations for repairing such failing system impose (i) a requirement for treatment beyond the level of treatment provided by the existing onsite sewage system when operating properly or (ii) a new requirement for pressure dosing, the Owner may request a waiver from such requirements. The Commissioner shall grant any request for such waiver, unless he finds that the failing system was installed illegally without a permit. Any such waivers shall be recorded in the land records of the clerk of the circuit court in the jurisdiction in which the property on which the relevant onsite sewage system is located. Waivers granted hereunder shall not be transferable and shall be null and void upon transfer or sale of the property on which the onsite sewage system is located. Additional treatment or pressure dosing requirements shall be imposed in such instances when the property is transferred or sold.

The Owner of the relevant property shall disclose that any operating permit for the onsite sewage system that has been granted a waiver authorized by this subsection shall be null and void at the time of transfer or sale of the property and that the Board's regulatory requirements for additional treatment or pressure dosing shall be required before an operating permit may be reinstated.

The Owner(s) acknowledges that the Broker has informed the Owner of the Owner's rights and obligations with respect to the information above. The Owner(s) certify that they() have (X) have not been granted a waiver from the Board. In the event the Owner has been granted a waiver, the Owner shall provide a separate disclosure form that acknowledges such waiver.

Property Address / 3245 Riner Rd, Riner, VA 24149

Legal Description: Tax ID 106-A 2 1 & 106-A 1 6-11

<u>Phillip D. Sweeney</u>	<u>7-8-21</u>		
Owner	Date	Owner	Date
Phillip D Sweeney			

NOTE TO PURCHASER(S): Pursuant to Section 32.1-164.1:1, the Owner is required to deliver the Disclosure, if applicable, to the Purchaser prior to the acceptance of a real estate purchase contract with respect to the Property. If disclosure is applicable and is delivered to the purchaser after the acceptance of the real estate purchase contract, the purchaser's sole remedy shall be to terminate the real estate purchase contract at or prior to the earliest of the following: (i) three days after delivery of the disclosure in person; (ii) five days after the postmark if the disclosure is deposited in the United States mail, postage prepaid, and properly addressed to the purchaser; (iii) settlement upon purchase of the property; (iv) occupancy of the property by the purchaser; (v) the execution by the purchaser of a written waiver of the purchaser's right of termination under this chapter contained in a writing separate from the real estate purchase contract; or (vi) the purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan.

The Purchaser(s) acknowledges that the Broker has informed the Purchaser of the Purchaser's rights and obligations with respect to this disclosure.

<u></u>	<u></u>	<u></u>	<u></u>
Purchaser	Date	Purchaser	Date

© 2006 by the Roanoke Valley Association of REALTORS®. All rights reserved. This form may not be reproduced in any manner, including but not limited to deletions or additions, or by any electronic or mechanical means, without permission in writing from the Roanoke Valley Association of REALTORS®. This form may only be used by members in good standing of the Roanoke Valley Association of REALTORS®.