

**VIRGINIA: IN THE CIRCUIT COURT OF THE COUNTY OF ROANOKE**

**COUNTY OF ROANOKE, VIRGINIA,** )  
Complainant, )  
)  
vs. ) **Case No. CL24-836**  
)  
**CHARLES KENNETH BURNS,** )  
Respondent. )

**OFFER OF PURCHASE**

Having been advised by Mark D. Kidd, Special Commissioner, that he is authorized to solicit bids on behalf of the Court for the sale of the property made the subject matter of this cause, described as Roanoke County Tax Map Parcel No. 007.00-01-68.00-0000, I hereby offer on this 20<sup>th</sup> day of September, 2024 to purchase said property from the Court for the sum of \$\_\_\_\_\_. **I acknowledge this purchase price includes a five percent (5%) bidder's premium.**

I understand that the property is strictly sold "AS IS," "WHERE IS," and "WITH ALL FAULTS;" and that this offer is subject to the approval of the Court. I acknowledge that if this offer is approved and the sale is confirmed by the Court, I will receive a deed with Special Warranty of Title. No warranty of any other type is made. I further acknowledge that a hearing to confirm the sale is scheduled for the 3<sup>rd</sup> day of October, 2024, at 1:30PM, before The Honorable James R. Swanson of the Circuit Court for the County of Roanoke, Virginia. I understand that this offer may not be withdrawn by me without leave of Court. I shall tender full payment of the purchase price, in cash or certified funds, to the Special Commissioner within fifteen (15) days following the entry of the Court's Decree confirming the sale.

I understand that this property is being sold subject to any easements, covenants, agreements, restrictions, reservations, and any and all rights of record which may affect the property. I purchase this property subject to the foregoing and without grounds for objection to confirmation of the sale on that basis.

I understand that I will be responsible for any current real estate taxes on this parcel from {00342323-1 }

the date of the auction, September 20, 2024 which shall be prorated. I acknowledge that I am solely responsible for paying any recording costs for deed recordation without offset to the purchase price.

If I fail to tender the full purchase price in cash or certified funds to the Special Commissioner within fifteen (15) days of confirmation of the sale by the Court, I shall be in default. The Special Commissioner, at his sole option and discretion, shall have the election to:

(A) Retain my deposit, void my rights under this Offer of Purchase and void my purchase of the property. The Special Commissioner may then resell the property pursuant to further order of the Circuit Court; or

(B) Retain the deposit and bring an action against me for the specific purpose to compel me to complete the purchase of the property, with discretion in the Court to award attorney fees and costs of suit against me.

\_\_\_\_\_  
Please Print Name

\_\_\_\_\_  
Please Sign Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City / State / Zip

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Email

**CERTIFICATE**

I hereby acknowledge receipt of a bidder's deposit of \$ \_\_\_\_\_ in the form of \_\_\_\_\_.

\_\_\_\_\_  
Special Commissioner