PRELIMINARY REAL ESTATE AUCTION BIDDER PACKET

Stoneridge at Bent Mountain Real Estate Auction – Tracts 13-14

Auction: Wednesday, June 25, 2025 at 3:00PM ET

Auction will be held at: Bent Mountain Community Center 10148 Tinsley Rd., Bent Mountain, VA 24059

For further information, please contact David Boush at 540-871-5810

All information contained herein is provided as a courtesy to prospective bidders. Bidders are responsible for performing their own due diligence. Stoneridge at Bent Mountain Community • Bent Mountain, Virginia

Real Estate Auction

12 Lots - 2 LOTS SELL ABSOLUTE Ranging in Size From 1± to 4± Acres

2 Large Acreage Tracts

Ranging in Size From 10± to 26± Acres

Wednesday, June 25 at 3:00 PM

Held at Bent Mountain Community Center 10148 Tinsley Ln, Bent Mountain, VA 24059 **Bid Live or Online**

Your Perfect Mountain Retreat Awaits

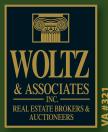
Discover the tranquility and beauty of Stoneridge at Bent Mountain, a charming residential subdivision nestled on the scenic Bent Mountain in Virginia. This serene community boasts breathtaking mountain views, offering the perfect balance of privacy and access to modern conveniences.



Key Features:

- 12 Total remaining residential lots and 2 large acreage being auctioned
- Last remaining lot located on pond available
- Lot sizes range from 1± acre to 26± acres, offering ample space for your dream home or getaway
- Horses permitted on your property—perfect for equestrian enthusiasts
- A variety of lot types, including wooded and open spaces for a personalized living experience

Don't miss out—secure your future home or retreat in this stunning, peaceful community today!



David Boush 540.871-5810

Broker Participation Offered See woltz.com for details

Preview Anytime

5% Buyer's Premium

800.551.3588 · WOLTZ.COM



Licensed in AL, CO, FL, GA, IL, IN, KY, LA, MS, NC, OH, OK, PA, SC, TN, VA, WV



Stoneridge at Bent Mountain Community • Bent Mountain, Virginia

Prime Location:

- Only 3 miles from the Blue Ridge Parkway for scenic drives and outdoor adventures
- 15 minutes to Bottom Creek Gorge Preserve and hiking trails
- 11 miles to the nearest grocery store
- 30 minutes to Carilion Roanoke Memorial Hospital
- 27 minutes to LewisGale Medical Center



Directions:

Directions to Auction Tracts 1-12 Bent Mountain, Virginia: Roanoke-Take US221 appx. 10 miles to right onto Mill Creek Rd. Go .5 mile to left on Cobble Lane to preview Auction Tracts 1-12.

Directions to Auction Tracts 13 & 14 Bent Mountain, Virginia: Take US221 appx. 11 miles. As soon as you pass Old Shilling Rd. on the left you will turn right at Auction Sign to enter the property for tracts 13 and 14 (Park at the sign area and walk over to the driveway just past the sign and follow the auction signs onto the property). **Small cabin at the driveway entrance and lot behind it is not part of the property we are selling.**

Auction Site Address: Bent Mountain Community Center 10148 Tinsley Lane Bent Mountain Virginia 24059

Exciting Auction Opportunity:

Join us for the live auction of 14 remaining residential lots and larger tracts of land. With properties ranging from private wooded retreats to open acres, there's something for everyone.

- Auction Date: Wednesday, June 25 at 3:00 PM
- Auction Site Location: Bent Mountain Community Center
- Bid Live or Online: Participate in person or from the comfort of your home

All properties in Stoneridge to be served by installed well & septic systems, buyer's responsibility.

Preview the properties anytime and feel free to call for more information. This is your chance to own a piece of beautiful Bent Mountain at an incredible value. **Additional information including covenants and restrictions, bylaws, soils reports, etc. woltz.com**

Don't miss out—secure your future home or retreat in this stunning, peaceful community today!









VISIT WOLTZ.COM FOR MORE INFORMATION AND TERMS & CONDITIONS OF THE AUCTION.

Bent Mountain, Virginia Real Estate Auction

Stoneridge at Bent Mountain 12 Lots - 2 LOTS SELL ABSOLUTE Ranging in Size From 1± to 4± Acres 2 Large Tracts - Ranging in Size From 10± to 26± Acres



June 25 at 3:00 PM - Bid Live & Online

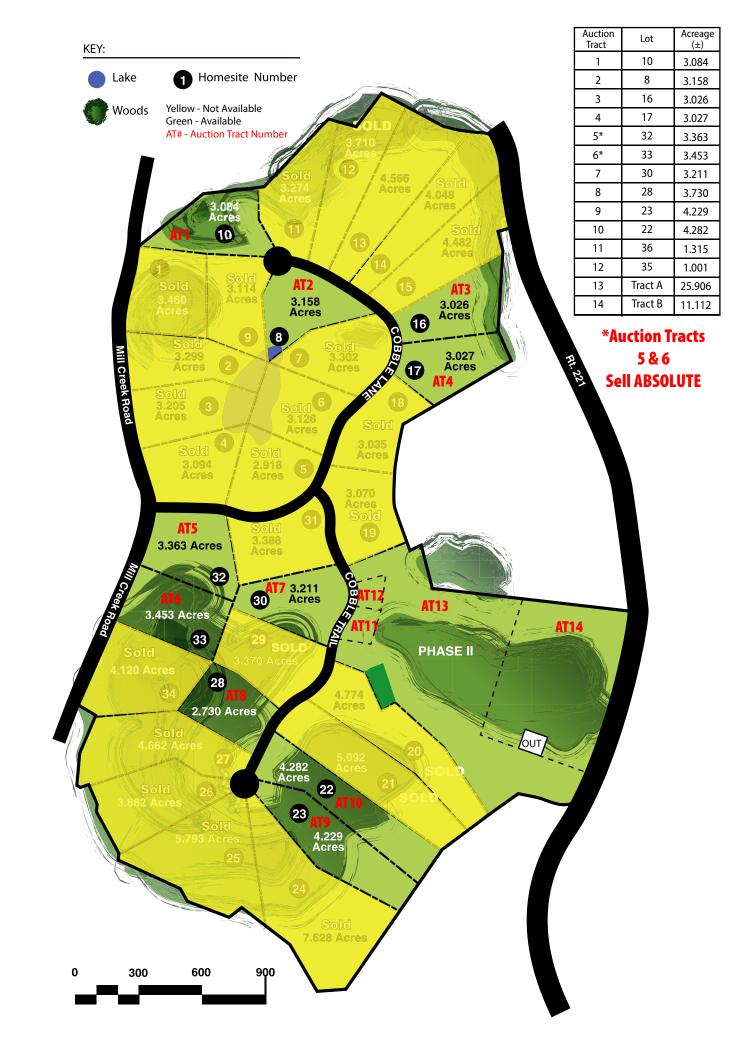


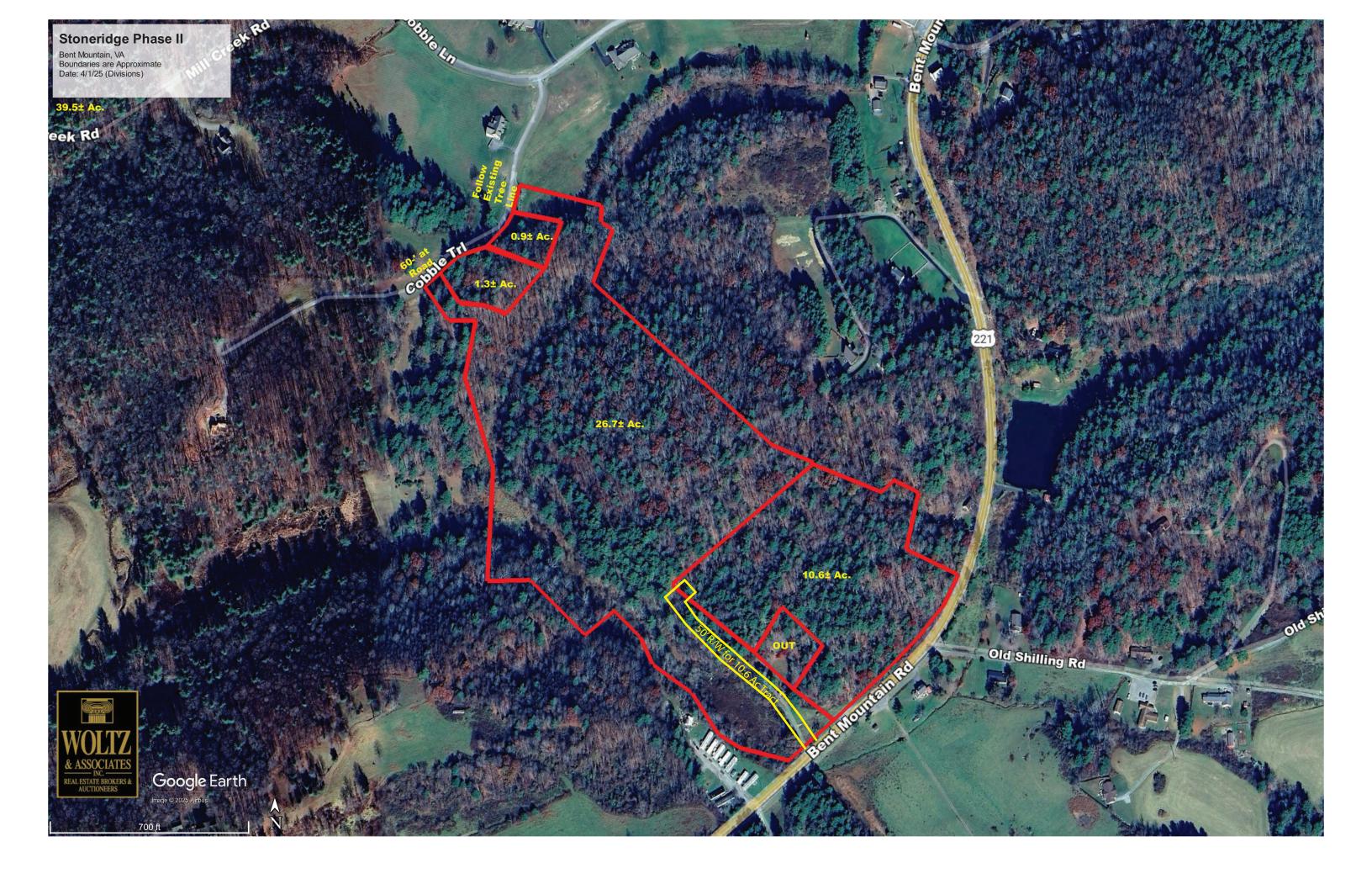
David Boush (VA #3941)

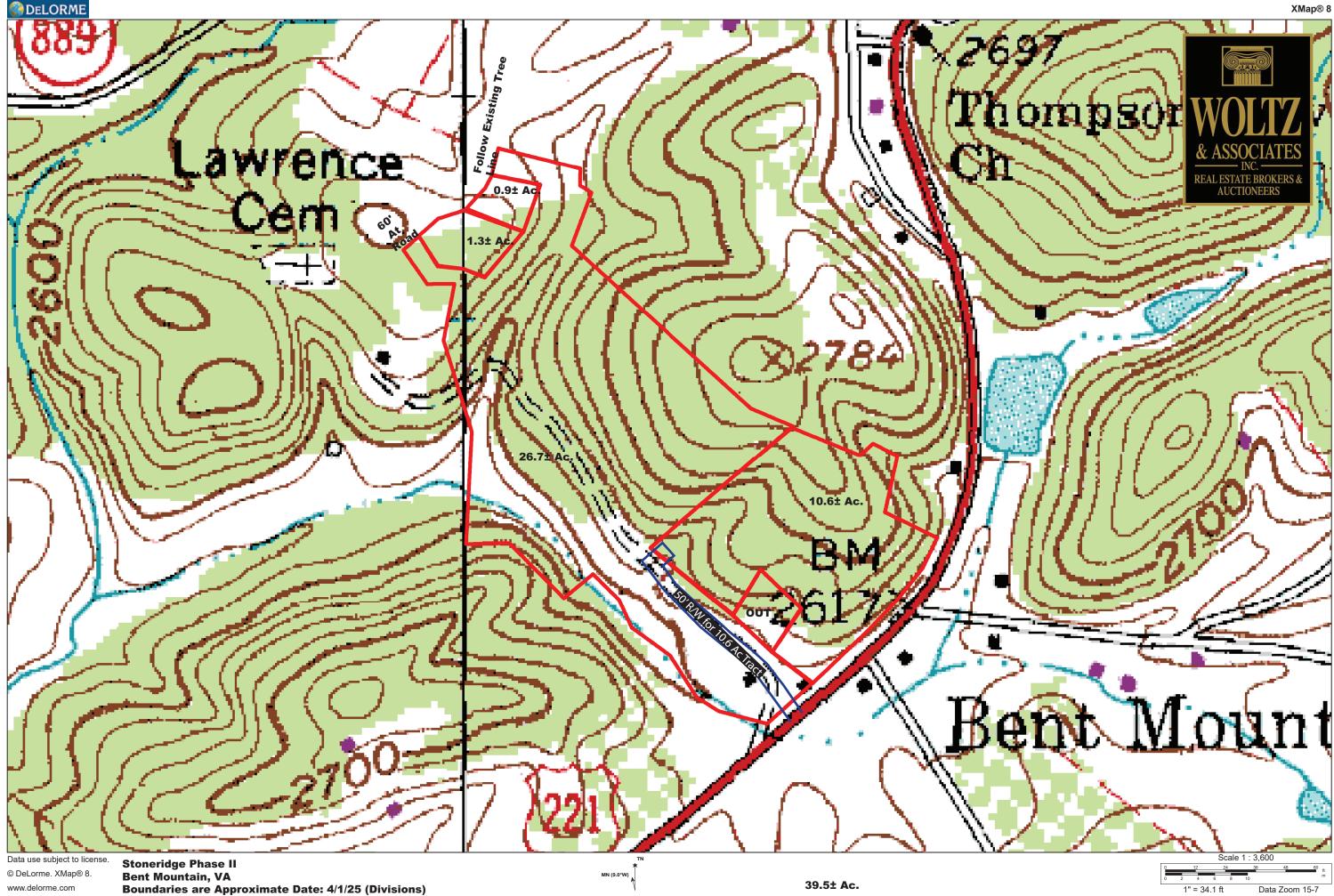
Woltz & Associates, Inc. 23 Franklin Road Roanoke, VA 24011 voltz.com



Presorted First Class U.S. Postage PAID Salem, VA Permit #126







CURRENT OWNER / TITLE SOURCE

STONERIDGE AT BENT MOUNTAIN, LLC **INSTRUNENT 2002213771** CORRECTED INSTRUMENT 200223959

REFERENCE - TAX PARCEL ID: 111.00-01-36.00 (ZONED AR)

PLAT: STONERIDGE AT BENT MOUNTAIN, SECTION 1 PLAT BOOK 26, PAGE 152

NOTES:

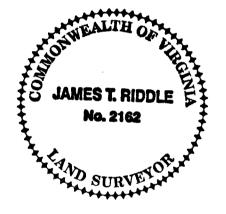
THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES UPON THE PROPERTY.

THIS IS TO CERTIFY THAT THE PROPERTY SHOWN HEREON IS NOT LOCATED WITHIN THE 100 YEAR FLOOD ZONE AS DETERMINED BY THE DEPARTMENT OF HOMELAND SECURITY AND F.E.M.A. ZONE X UNSHADED, FIRM 51161C0240G, DATED 9/28/2007 ZONE X UNSHADED, FIRM 51161C0220G DATED 9/28/2007

THIS IS TO CERTIFY THAT ON _____ MAY 5 2025, AN ACCURATE SURVEY WAS MADE OF THE PREMISES SHOWN HEREON AND THAT THERE ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE ON THE GROUND OTHER THAN THOSE SHOWN HEREON.

ALL IRON RODS SET ARE 5/8" REBAR.

I HEREBY CERTIFY THAT THIS PLAT WAS MADE BY ME AND THAT THE MONUMENTS SHOWN ON THIS PLAT HAVE BEEN PLACED AND THEIR LOCATION AND CHARACTER ARE CORRECTLY SHOWN. THE SURVEY IS CORRECT TO THE BEST OF MY KNOWLEDGE AND COMPLIES WITH THE MINIMUM STANDARDS AND PROCEDURES AS ESTABLISHED BY THE VIRGINIA STATE BOARD.



This subdivision is approved for individual onsite sewage systems in accordance with the provisions of the "Code of Virginia", and the "Sewage Handling and Disposal Regulations (12 VAC 5-610-10 et seq., the "Regulations")", (and local ordinances if the locality has authorized the local health department to accept private evaluations for compliance with local ordinances).

This subdivision was submitted to the Health Department for review pursuant to Sec 32.1-163.5 of the "Code of Virginia" which requires the Health Department to accept private soil evaluations and designs from an Authorized Onsite Soil Evaluator (AOSE) or a Professional Engineer working in consultation with an AOSE for residential development. The Department is not required to perform a field check on such evaluations. This subdivision was certified as being in compliance with the Board of Health's regulation by: _____ This subdivision approval

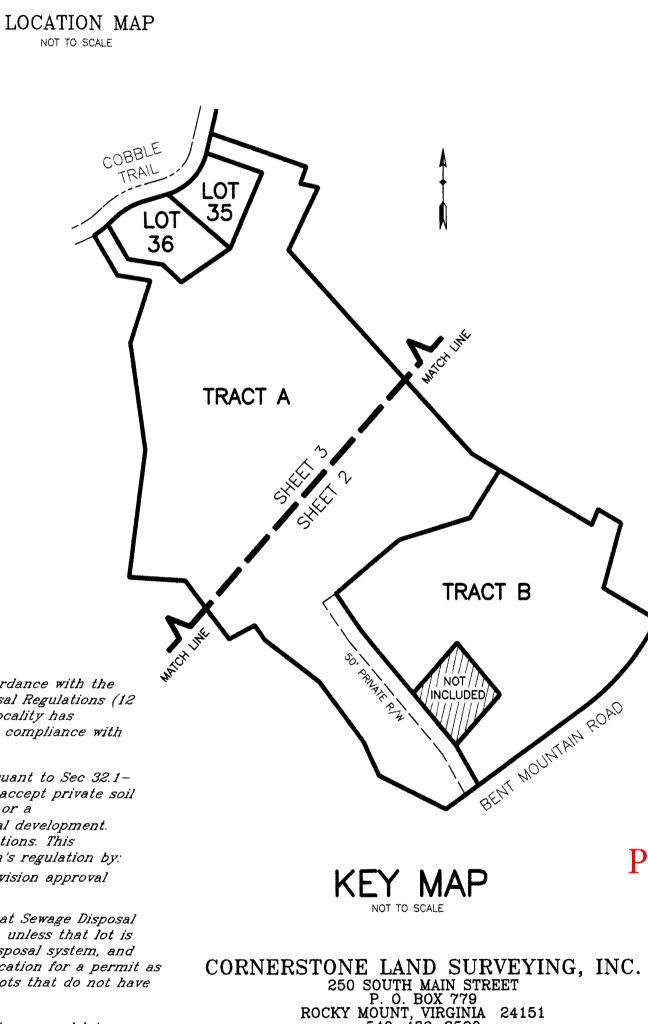
issued in reliance upon that certification.

Persuant to Sec 360 of the Regulations this approval is not assurance that Sewage Disposal System Construction Permits will be issued for any lot in the subdivision unless that lot is specifically identified as having an approved site for an onsite sewage disposal system, and unless all conditions and circumstances are present at the time of application for a permit as are present at the time of this approval. This subdivision may contain lots that do not have approved sites for onsite sewage systems.

This subdivision approval is issued in reliance upon the certification that approved lots are suitable for "traditional systems", however actual system designs may be different at the time construction permits are issued.

ALL LOTS SHOWN ON THIS SUBDIVISION PLAT HAVE BEEN REVIEWED BY THE PERSONNEL OF THE ROANOKE COUNTY / VINTON HEALTH DEPARTMENT AND HAVE MET THE CRITERIA AS SET FORTH IN THE COMMONWEALTH OF VIRGINIA SEWAGE HANDLING AND DISPOSAL REGULATIONS ENTITLED 32.1 CODE OF VIRGINIA, AS AMENDED TO DATE, AND EACH LOT OR PARCEL IS ELIGBLE FOR A SEPTIC PERMIT.

AGENT ROANOKE COUNTY / VINTON HEALTH DEPARTMENT



TESTE:

CLERK

H RTE 650

NOT TO SCALE

THE PRIVATE ACCESS EASEMENT SHOWN HEREON DOES NOT MEET THE STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEM OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE VIRGINIA DEPT. OF TRANSPORTATION OR FRANKLIN COUNTY AND IS NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.

540-489-3590

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF ROANOKE COUNTY, VIRGINIA, THIS MAP IS PRESENTED AND WITH THE CERTIFICATE OF ACKNOWLEDGEMENT THERETO ANNEXED IS ADMITTED TO RECORD AT _ O.CLOCK ____M ON THIS _____ DAY OF ___ 2025.

> BY:__ DEPUTY CLERK

OWNER'S CERTIFICATE AND NOTARIZATION

KNOW ALL MEN BY THESE PRESENTS:

___, Authorized Representative for That I, Stoneridge at Bent Mountain, LLC, owner of the property shown on this plat, bounded by outside corners 1 through 33 and back to 1, excluding the land shown hereon bounded by outside corners 34 through 37 and back to 34, do hereby certify that James T. Riddle, LS, surveyed and made this plat with my own free will and consent as per section 15.2-2240 thru 15.2-2276, Code of Virginia, 1950 as amended to date and with the Roanoke County Subdivision Ordinance as amended to date, and the entire subdivided parcels as shown hereon are within the boundaries of a tract of land conveyed to Stoneridge at Bent Mountain, LLC, by Deed recorded as Instrument No. 200213771, and corrected Deed, recorded as Instrument No. 200223959, Roanoke County.

Stoneridge at Bent Mountain, LLC Authorized Representative

Signature	Printed Name	Date
State of		
of		

a Notary Public in and for the aforesaid State do hereby certify that whose name is signed to the foregoing writing, has personally appeared before me and acknowledged the same in my aforesaid jurisdiction on this , 20 . day of

My Commission Expires

APPROVAL HEREOF BY THE ROANOKE COUNTY SUBDIVISION AGENT IS FOR THE PURPOSES OF ENSURING COMPLIANCE WITH THE ROANOKE COUNTY SUBDIVISION ORDINANCE. PRIVATE MATTERS, SUCH AS COMPLIANCE WITH RESTRICTIVE COVENANTS OR OTHER TITLE REQUIREMENTS, APPLICABLE TO THE PROPERTIES SHOWN HEREON ARE NOT REVIEWED OR ADDROVED WITH DECADE TO HEREON, ARE NOT REVIEWED OR APPROVED WITH REGARD TO

APPROVED:

THIS SUBDIVISION OR RESUBDIVISION.

Notary Public

AGENT - ROANOKE COUNTY PLANNING COMMISSION DATE

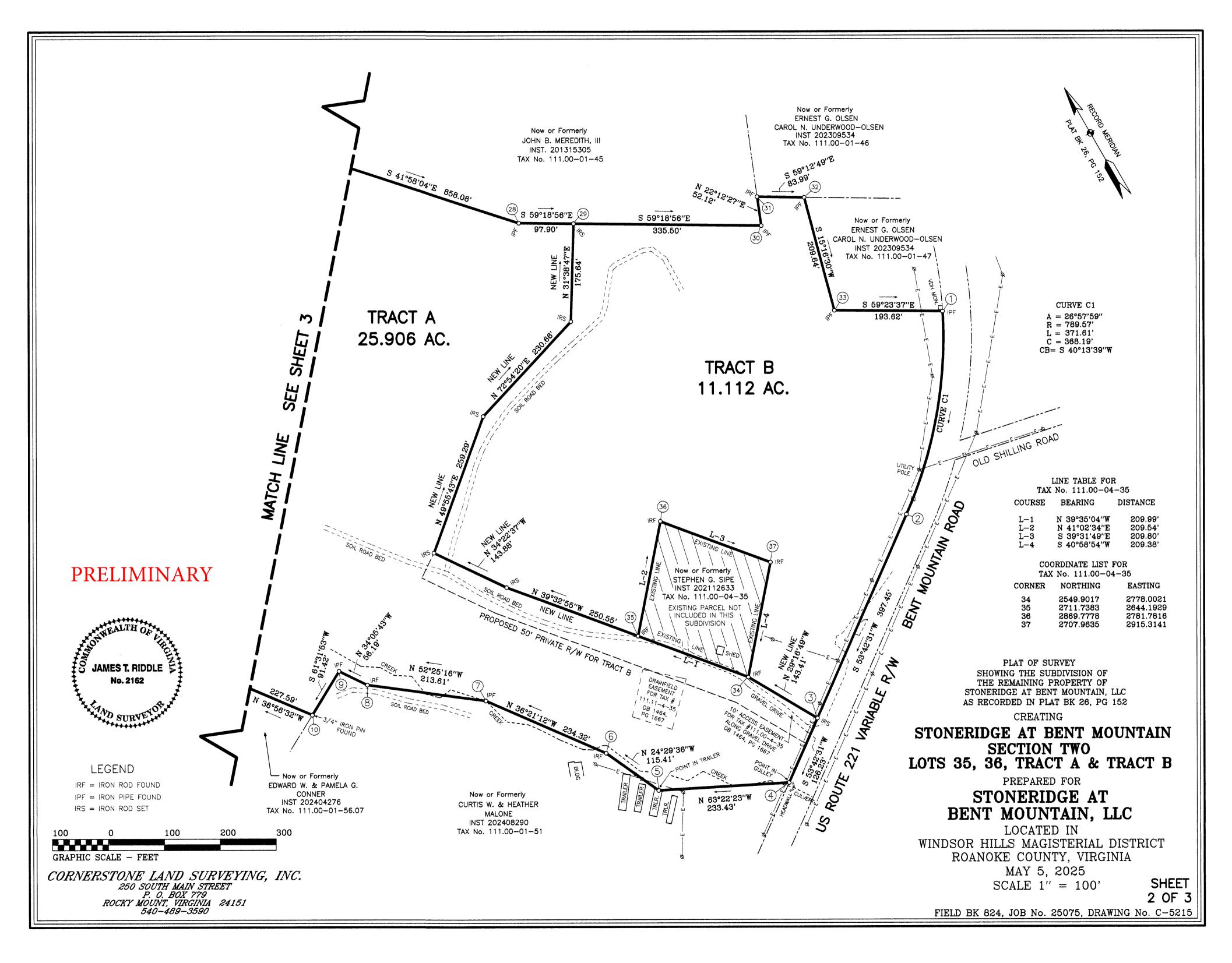
PLAT OF SURVEY

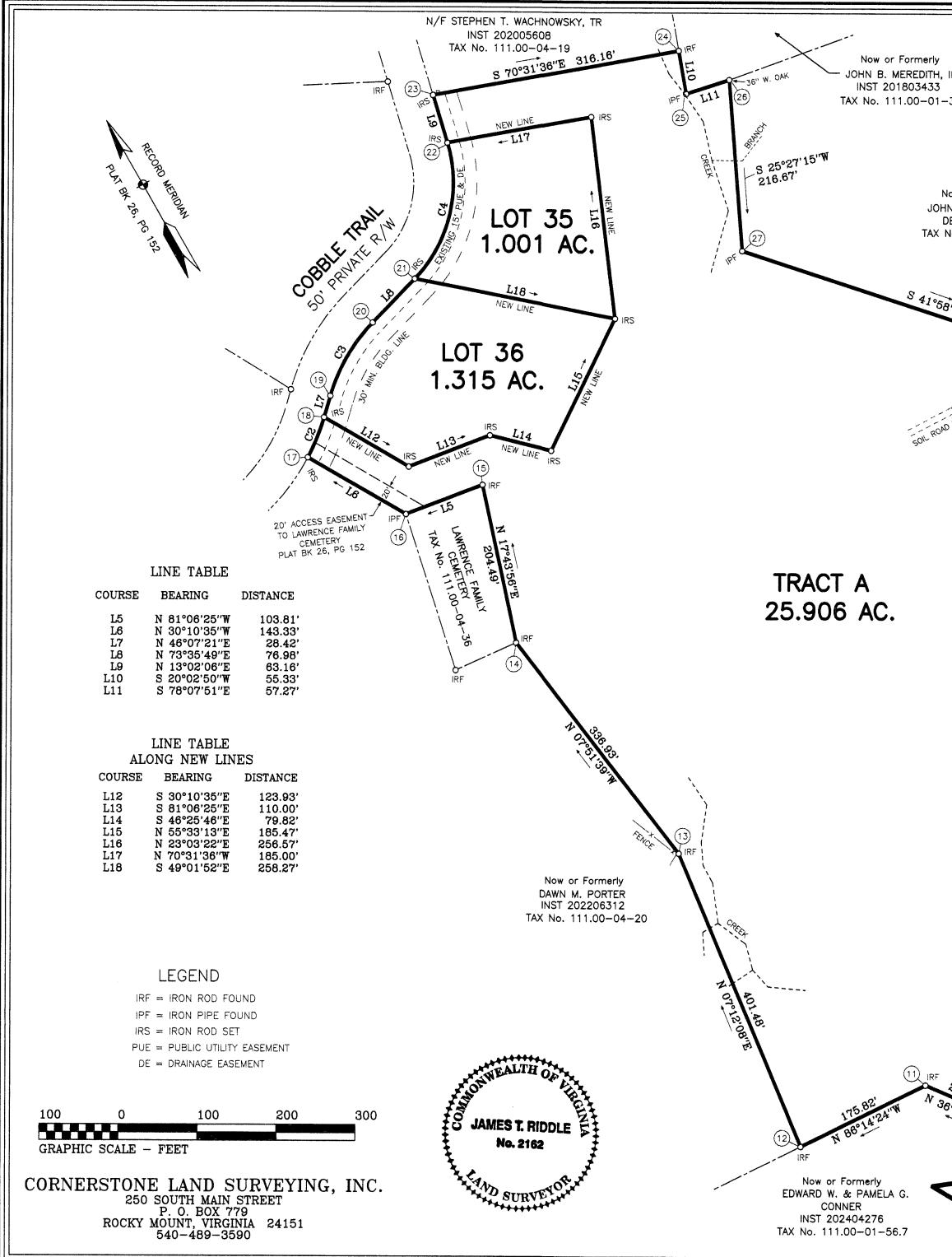


ROAD

SHOWING THE SUBDIVISION OF THE REMAINING PROPERTY OF STONERIDGE AT BENT MOUNTAIN, LLO AS RECORDED IN PLAT BK 26, PG 152 CREATING STONERIDGE AT BENT MOUNTAIN SECTION TWO LOTS 35, 36, TRACT A & TRACT B PREPARED FOR STONERIDGE AT BENT MOUNTAIN, LLC LOCATED IN WINDSOR HILLS MAGISTERIAL DISTRICT ROANOKE COUNTY, VIRGINIA MAY 5, 2025 SHEET SCALE 1'' = 100'1 OF 3

FIELD BK 824, JOB No. 25075, DRAWING No. C-5215





		CURVE TABLE						
111	CURVE	RADIUS	TANGENT	LENGTH	DELTA	CHORD	CH.BEARING	
-37	C2 C3 C4	275.00' 225.00' 175.00'	27.40' 55.00' 102.19'	54.62' 107.89' 184.98'	11°22'48" 27°28'26" 60°33'48"	54.53' 106.86' 176.49'	N 51°48'45"E N 59°51'35"E N 43°18'59"E	

Now or Formeriy JOHN B. MEREDITH, III DB 201315305

TAX No. 111.00-01-45 S 41°58'04"E 858.08' N SHEET SEE MATCH LINE

EXTERIOR BOUNDARY COORDINATE LIST

CORNER	NORTHING	EASTING
CORNER 1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28	NORTHING 2941.1705 2660.0591 2424.8151 2350.0979 2454.7160 2559.7444 2748.4617 2878.7315 2925.2662 2881.6895 3063.5925 3075.1222 3473.4386 3807.2033 4001.9796 4018.0269 4141.9355 4175.6481 4195.3465 4249.0024 4270.7412 4399.1494 4460.6820 4355.2856 4303.3083 4291.5281 4095.8887 3457.8884	EASTING 3406.2778 3168.4889 2848.1408 2746.3931 2537.7207 2489.8713 2350.9746 2181.6864 2150.1855 2069.8225 1933.0359 1757.5922 1807.9270 1761.8465 1824.1280 1721.5694 1649.5215 1692.3820 1712.8678 1805.2796 1879.1264 2000.2019 2014.4473 2312.5204 2293.5536 2349.6036 2256.4810 2830.2890
28	3457.8884	2830.2890
29	3407.9304	2914.4796
30	3236.7234	3203.0024
31	3284.9783	3222.7021
32	3241.9869	3294.8601
33	3039.7512	3239.6290

PRELIMINARY

PLAT OF SURVEY SHOWING THE SUBDIVISION OF THE REMAINING PROPERTY OF STONERIDGE AT BENT MOUNTAIN, LLC AS RECORDED IN PLAT BK 26, PG 152

CREATING STONERIDGE AT BENT MOUNTAIN SECTION TWO LOTS 35, 36, TRACT A & TRACT B PREPARED FOR STONERIDGE AT BENT MOUNTAIN, LLC LOCATED IN WINDSOR HILLS MAGISTERIAL DISTRICT ROANOKE COUNTY, VIRGINIA MAY 5, 2025 SCALE 1" = 100' SHEET 3 OF 3

5 UF 3 FIELD BK 824, JOB No. 25075, DRAWING No. C-5215

DISCLOSURES

Visit woltz.com and click Real Estate Auctions and click on Stoneridge at Bent Mountain for more information or click on the link provided here: <u>Real Estate Auction: Stoneridge at Bent</u> <u>Mountain Community – Woltz & Associates, Inc.</u>

Here is a list of the following items posted on the website:

Documents

- <u>Site Map</u>
- POA Packet
- Stoneridge POA Revisied Bylaws 12-2020 rev2
- <u>Recorded Plat</u>
- <u>Aerial Photography Auction Tracts 11-14</u>
- <u>Topographic Map Auction Tracts 11-14</u>
- <u>Roanoke County AR Zoning Information</u>
- <u>Stoneridge Bylaws</u>
- Declaration of Covenants, Conditions, Restrictions and Easements for Stoneridge at Bent Mountain for Auction Tracts 1-12
- <u>Covenants and Restrictions: Auction Tracts 11-14</u>
- Proposed Drainfields
- DEQ Letter/Map (Auction Tract 5 Lot #32)
- Soils Auction Tract 1
- Soils Auction Tract 2
- Soils Auction Tract 3
- Soils Auction Tract 4
- Soils Auction Tract 5
- Soils Auction Tract 6
- Soils Auction Tract 7
- Soils Auction Tract 8
- Soils Auction Tract 9
- Soils Auction Tract 10
- <u>Title Commitment</u>
- Road Maintenance Agreement Auction Tracts 13 & 14

ROAD MAINTENANCE AGREEMENT Auction Tracts 13 & 14 (If Sold Separately) WITNESSETH:

WHEREAS, the property more particularly described in the attached contract as Auction Tract 13 or 14 (the "Property") may be situated along a private road which serves as access to and from the State-maintained Road and/or has a private road crossing it which provides access to other parcels; and

WHEREAS, the undersigned are advised that various lending institutions require execution of a private road maintenance agreement to deal with private road maintenance, and they have determined that it is in their best interest to establish a roadway maintenance agreement for purposes of providing for the upkeep and maintenance of said private road.

In order to deal with these issues, the Buyer acknowledges and agrees that:

- 1) If the Property is located on a private road, the aforesaid private road constitutes the main access to and from its residence or property to the State-maintained road.
- 2) If the Property has a private road across it, Buyer acknowledges that (i) an easement for ingress and egress over said private road will be reserved in the deed to Buyer, (ii) an easement for each property owner along said private for unobstructed right of ingress and egress over said private road to and from their respective residences or property will be set out in the deed to Buyer, and (iii) an easement for utilities will be reserved in the deed to Buyer so that utility lines can be installed and maintained within the area reserved for the private road that crosses the property that is the subject of the attached contract.
- 3) Buyer agrees that it is in the best interest that said private road shall be maintained in good condition to allow for reasonable and safe passage of standard passenger vehicles and emergency vehicles and that they will share equally with the other property owners along the private road in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road at the time of Buyer's purchase of the Property. The term maintenance shall include repairing the road surface, grading or scraping the private road as necessary, clearing obstructions and performing any and all work necessary to maintain the private road to all such reasonable and safe passage for vehicles. The owners of property benefiting from the private road are required to pay an annual fee of \$250.00 (per lot or parcel served by the road), with said fee collected from the undersigned once a year on or around January 1 to provide for

maintenance. In the event additional money is needed to maintain or improve the private road, a majority vote of all the owners who benefit from the private road must agree in writing to any additional assessment over the annual fee. In the event it is necessary to take legal action to enforce any term of this agreement, the prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this agreement.

- 4) In the event any of the parcels served by the private road is subdivided, and the new tract also utilizes the private road for access, each new owner will be obligated to pay the annual maintenance fees, any additional assessment and will be bound by all other terms and conditions of this agreement.
- 5) No gates shall be erected that would block or obstruct the private road. However, cattle guards are permitted on private roads and shall be installed and properly maintained by the respective owner at the owner's expense and not with the funds provided by this agreement (if applicable).
- 6) The property owners subject to this agreement will elect an agent to collect and disburse monies from the road maintenance fee account. The agent will be a property owner subject to this agreement. Each property owner shall have one (1) vote for each parcel owned. Upon election of the agent, the funds collected will be disbursed to the agent for deposit into the road maintenance fee account.
- 7) The agent of the road maintenance account will prepare and distribute to the herein affected property owners an annual income and expense report and a year-end balance sheet accounting for all funds received and disbursed.

This agreement is intended to be binding on and inure to the benefit of and be enforceable by all parties who own property or residences along said private road, their heirs and assigns, as well as any future owner who is given rights to said private road. The Buyer agrees to execute any agreements, instruments or documents in furtherance of the purposes of this agreement.

Witness the following signatures as of the date set forth below:

Buyer

Date

Buyer

Date

Basic Terms & Conditions of The Auction

LIVE & ONLINE

A1042 – Stoneridge at Bent Mountain

Bent Mountain Center

June 25, 2025, 3:00pm

Registration for live auction starts at 2:00pm Wednesday June 25 & online Registration is Monday, June 16, 2025 at 9:00am – 12:00pm Tuesday, June 24, 2025

Online & Live bidding following auction announcements at 3:00pm, June 25, 2025.

- 1. AUCTION SALE: The Property will be sold subject to Seller's confirmation of the high bid on all tracts except for Auction Tracts 5 & 6, which will be sold Absolute. Purchaser will execute the Auction Real Estate Purchase Agreement as required in Paragraph 2. The property is auctioned "AS IS, WHERE IS" with all faults in its condition at the time of sale without recourse by way of refund, reduction of the purchase price, or otherwise. Bidders should perform such independent investigation with respect to the property as they deem necessary or appropriate. Bidding signifies you have read and are in agreement with the terms and conditions of the auction.
- 2. **REAL ESTATE DEPOSIT:** The Buyer is required to pay a deposit in the amount of ten percent (10%) of the contract sales price and sign an Auction Real Estate Purchase Agreement immediately following SELLERS acceptance of the bid. Buyer may wire funds (\$25.00 wire fee), present a cashier's check or personal check with a bank letter of good standing for the earnest money deposit.
- 3. **FINANCING:** Your bidding and purchase of the property are NOT CONDITIONAL UPON FINANCING. Be sure you have arranged financing, if needed, and are capable of paying cash at settlement.
- 4. **LIABILITY:** Bidders inspecting property enter at their own risk. Auction Company and Seller assume no risk for bodily injury or damage to personal property.
- BUYER'S PREMIUM: The Buyer's Premium on the real estate is five percent (5%) of the high bid amount. The Buyer's Premium will be added to the high bid to determine the final contract sales price.
- 6. **ANNOUNCEMENTS:** Announcements on day of sale take precedence over all prior releases, verbal and written, concerning this auction sale.
- 7. AGENCY: THE AUCTION COMPANY AND ITS REPRESENTATIVES REPRESENT THE SELLER.
- 8. **REAL ESTATE DEED AND POSSESSION:** The real estate will be conveyed by a General Warranty deed to be prepared at the expense of the Seller and the cost of Virginia deed transfer tax shall be borne by the Seller. It is agreed the Property is being conveyed free and clear of liens; subject, however, to any rights of way, easements, and restrictions of record. The balance of the purchase price is due at settlement which shall

be on or before August 12, 2025. The contract to purchase is not assignable. Possession of the Property shall be given to the buyer at settlement.

- 9. **BOUNDARY LINES:** Boundaries on aerial photos, topographic maps, and otherwise, are approximate and are subject to verification by all parties relying on them.
- BIDDING: The bidding is hereby offered to registered bidders only. Registration for onsite opens at 2:00 PM on the day of sale & online Registration is Monday, June 16, 2025 at 9:00am – 12:00pm Tuesday, June 24, 2025. Online & Live bidding following auction announcements at 3:00pm, June 25, 2025.
- 11. **CONFIRMATION:** All auction tracts are sold subject to Seller Confirmation.
- 12. **GENERAL:** The information contained in the brochure, on woltz.com, all advertising, and the Bidder's Information Packet is subject to verification by all parties relying on them. No liability for its accuracy, error, or omissions is assumed by the Seller or the Auction Company.
- 13. **BROKER PARTICIPATION:** Any appropriately licensed Virginia broker whose agent properly registers the successful high bidder will be paid a 2% commission based upon the contract sales price, and will be paid at settlement by the Seller. Applications must be on a Woltz & Associates, Inc. Broker Participation Application form and contain the name, address and signature of agent and prospect as well as the Broker's license number and Federal Tax ID number. The form must be received in the office of Woltz & Associates, Inc. or by email at hannah@woltz.com no later than 12:00pm, June 24, 2025. Participating Broker must sign the Real Estate Purchase Agreement for winning bid. Agents acting as principals buying on their own behalf, on behalf of family members, other licensed real estate agents, or who represent prospects that have had prior contact with the Seller or Auction Company are not eligible. <u>An agent may register and represent only **ONE** Bidder for this auction.</u>
- 14. SOFTWARE & TECHNOLOGY: Woltz & Associates, Inc. reserves the right to reject any bid at our sole discretion. In the event there are technical difficulties related to the server, software, or any other online auction-related technologies, Woltz & Associates, Inc., reserves the right to extend bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR WOLTZ & ASSOCIATES, INC. SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information deemed necessary by Auction Company.

Online bidders must register by NOON on Tuesday, June 24, 2025.

15.DISCLOSURE: Auction Tracts 11-14 subdivision of the 39 acres are subject to final approval of Roanoke County before settlement



REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract; if not understood, seek competent advice before signing.)

AGENCY DISCLOSURE: REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY. The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check either A or B below.)

- A. The Seller and the Buyer confirm that in connection with the transaction under this Agreement, the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller's agent.
- B. _____ The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller's agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer's agent.

THIS AGREEMENT OF PURCHASE AND SALE (Agreement) made and entered into this 25 day of June

2025, between Stoneridge at Bent Mountain, LLC ("Seller"),

, ("**Buver**"), and Woltz & Associates,

Inc. ("Agent").

W-I-T-N-E-S-S-E-T-H:

REAL PROPERTY: Buyer agrees to buy, and Seller agrees to sell the land, all improvements thereon in Bent Mountain, Roanoke County, Virginia; ______ as shown and described on the attached Exhibit A (the "**Property**"). (Complete legal description to be furnished in Deed)

PURCHASE	PRICE:	The	Purchase	Price	(the	"Purchase	Price")	of	the	Property	is
										Dol	llars

(\$ _____) ("Purchase Price").

DEPOSIT: The Buyer has made a deposit of: ______ Dollars (\$______) ("**Deposit**") by ______ [Insert Personal or Cashier's Check, Wire, or Cash] in hand paid on the signing of this Agreement, paid by Buyer to Agent; receipt of which is hereby acknowledged. The Deposit shall be placed in Agent's escrow account until final settlement and may be placed in an interest-bearing account. The Buyer and Seller waive any claim to interest resulting from such Deposit.

THIS IS A CASH AGREEMENT. THERE IS NO CONTINGENCY FOR BUYER TO OBTAIN

FINANCING. The residue of the purchase price shall be payable as follows: Cash at Settlement on or before August 12, 2025 (the "Settlement Date"). If closing does not occur on or before Settlement Date, Buyer shall be in default. Seller may, in its sole discretion, permit closing after this date, and, in such case, shall charge the Buyer interest at the rate of 12% per annum of the total purchase price which shall be due and payable at closing.

The Seller agrees to convey the said Property with a General Warranty Deed, same to be prepared at the expense of the Seller and the cost of Virginia Grantor's tax shall be borne by the Seller. It is agreed that the Property is being conveyed free and clear of all liens but subject to all rights, reservations, covenants, conditions, easements, rights-of-way, and restrictions of record, as the same may lawfully apply to the Property, and to all matters which would be disclosed by a survey and inspection of the Property.

PROPERTY OWNER'S ASSOCIATION DISCLOSURE: The Seller represents that the Property () is, OR () is not located within a development which is subject to the Virginia Property Owners Association Act (Sections 55.1-1800 et. seq. of the Code of Virginia) (the "Act").

MECHANIC'S LIEN DISCLOSURE: (a) Virginia law (Virginia Code §43-1 et seq.) permits persons performing labor or furnishing materials of the value of \$50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair or improvement of any building or structure permanently annexed to the Property shall have a lien, if perfected, 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 90 days from the last day of the month in which the lienor last performs labor or furnishes materials, and in no event later than 90 days from the time such building or structure is completed or the work thereon is otherwise terminated. AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(b) Seller shall deliver to Buyer at settlement an affidavit signed by Seller stating either that: No labor or materials have been furnished to the Property within the statutory period, OR: If labor and materials have been furnished during the statutory period, the costs thereof have been paid.

FAIR HOUSING: The Seller and Buyer acknowledge that in the sale, purchase or exchange of real property, all offers shall be presented and considered without regard to race, color, religion, national origin, sex, elderliness, familial status or handicap as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdiction.

MEGAN'S LAW: Buyer shall exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 23 (19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or <u>www.vsp.state.va.us</u>.

SETTLEMENT EXPENSES/RISK OF LOSS: The expenses of examination of title and recordation shall be borne by the Buyer. All rents, interest, taxes, insurance, and other escrow deposits are to be pro-rated as of settlement. The risk of loss or damage to or destruction of any structure on the premises by any means until the deed of conveyance is delivered is assumed by the Seller.

DEFAULT: If Seller or Buyer defaults under this Agreement, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the commission referenced in this Agreement as if this Agreement had been performed and for any damages and all expense incurred by non-defaulting party and Agent in connection with this transaction and the enforcement of this Agreement, including, without limitation attorneys' fees and costs, if any. Payment of a commission as the result of a transaction relating to the property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any damages and expenses incurred by the non-defaulting party, Agent, or Company in connection with this transaction.

COMMISSION: The Seller agrees to pay cash to the Agent for its services, a commission on the sales price of the Property pursuant to the terms of the Listing Contract.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Agent, arising out of this Agreement, or to collect the Agent's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

POSSESSION: Possession of Property to be given on the date of actual settlement.

TERMS AND CONDITIONS: This Property is being sold "AS IS, WHERE IS." Buyer agrees to comply with all terms and conditions. The Buyer's decision to purchase is based upon Buyer's due diligence rather than upon any information provided by Auction Company, its agents, and representatives.

Except for the warranty of title in the deed delivered at closing, Seller makes no warranty or representation of any kind, express or implied, as to the condition, quality, or fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for any consequential or punitive damages under this Agreement or with respect to the Property. The Property is sold subject to applicable zoning.

COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one of the same original. Documents obtained via facsimile machines or email shall also be considered as originals.

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 any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Buyer agrees to make application, at Buyer's expense, for continuation under land use and to pay any rollback taxes resulting from failure to file or to qualify. Notwithstanding anything herein to the contrary, the provisions of this paragraph shall survive settlement and the delivery of the deed of bargain and sale.

LIKE-KIND EXCHANGE: Seller and Buyer shall have the right, at the option of either or both, to dispose of or purchase the Property through a transaction that is structured to qualify as a like-kind exchange of property within the meaning of Section 1031 of the Internal Revenue Code of 1986. Each party agrees to execute any necessary documents related to the Seller's or Buyer's affecting a qualifying like-kind exchange, provided that the non-exchanging party shall not incur any additional costs due to the exchange of the other party. In no event shall any like-kind exchange contemplated by this provision cause an extension of the date of closing unless agreed to by all parties to this Agreement, including Agent.

PARTIES: This Agreement shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors, and assigns. As used herein, words in the singular include the plural, and the masculine includes the feminine and neuter genders, as appropriate.

CHOICE OF SETTLEMENT AGENT: Buyer has the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your 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 Agreement between the parties. If part of the purchase price is financed, your lender 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. 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, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of Chapter 10 (55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

ADDITIONAL TERMS AND CONDITIONS: _____

APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Virginia.

MISCELLANEOUS: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors-in-title, heirs, personal representatives, successors, and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.

[Signatures on next page]

WITNESS the following signatures and seals.

	(Seal)	
Buyer	. ,	Date
Buyer	(Seal)	Date
SELLER: Stoneridge at Bent Mountai	in, LLC	
	. ,	Date Date
Deed To:		Agent: Woltz & Associates, Inc. By: Its: Agent
Buyer's Address:		C C
Buyer's Phone:		
Buyer's Email:		
Buyer's choice of settlement services:		
Address:		
Phone:	_	

BROKER PARTICIPATION

Participation Firm:			
Firm Phone No.:	_ Fax No.:		-
Selling Agent:		-	
Agent's Phone:			
Agent's Email:			
Agent's Signature:			

EXHIBIT A					
Property located in: Roanoke County, Virginia.					

Auction Tract	Tax Map #	Contract Sale Price
1	111.00-04-10.00-0000	
2	111.00-04-08.00-0000	
3	111.00-04-16.00-0000	
4	111.00-04-17.00-0000	
5	111.00-04-32.00-0000	
6	111.00-04-33.00-0000	
7	111.00-04-30.00-0000	
8	111.00-04-28.00-0000	
9	111.00-04-23.00-0000	
10	111.00-04-22.00-0000	
11	111.00-01-36.00-0000	
12	111.00-01-36.00-0000	
13	111.00-01-36.00-0000	
14	111.00-01-36.00-0000	
	Total:	

WOLTZ & ASSOCIATES, INC AUCTION INFORMATION

June 26, 2025 – Rocky Mount Office Property, Franklin County,

Virginia. Prime location just on the outer edge of downtown Rocky Mount, perfect for a quiet medical or therapeutic practice. The tract contains 0.58 acres in one tax parcel with level terrain & visibility from South Main Street. The improvement was built in 1950 with a later addition. The office building is served by public water & private septic. There is a rear entrance from Sunrise Road, a side street that intersects South Main Street at the front corner of the property. See Woltz.com or contact Russell Seneff at 540-765-7733 for more information.

June 26, 2025 – Vinton Office Property, Roanoke County, Virginia.

Excellent location near the heart of Vinton between two main roads, with 24 offices, 2 conference rooms, a large parking lot, 4 bathrooms, a large kitchen as well as an additional kitchenette & room to expand. Select office furnishings to be offered on a lump-sum basis on the day of sale. See Woltz.com or contact Reaves Ward at 540-597-4607 for more information.

September 18, 2025 – Residents & Building Lots, North Port & South Gulf Cove, Florida. South Gulf Cove offers 5 canal lots, 15 building lots, & 1 home. North Port offers 18 building lots, 3 new rented homes, & 3 new construction homes. And it is only 35 Minutes to Venice Beach. See Woltz.com or contact Russell Seneff at 540-765-7733 for more information.





