

## PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (this "Agreement") is made as of the Effective Date, as defined herein, between **Gerry T. Saufley** ("Seller"), a Virginia limited liability company and **Blue Mongoose Farm LLC** ("Purchaser"), a Virginia limited liability company. In consideration of the mutual covenants and representations herein contained, Seller and Purchaser agree as follows:

1. Effective date: The Effective Date shall be the date this Agreement, or counterparts thereof, has been signed by both Seller and Purchaser.
2. Purchase and Sale: Subject to terms and conditions of this agreement, Seller agrees to sell and convey to the Purchaser, and Purchaser agrees to purchase from Seller, the following described property ("Property"), located on port Republic Road, Rockingham County and consisting of: 151.51 acres, more or less, as shown on the map attached hereto as Exhibit A.
3. Purchase Price: The purchase price ("the Purchase Price") for the Property is One Million Four Hundred Fifty Thousand Dollars (\$1,450,000).
4. Earnest Money: Within twelve days of the Effective Date, the Purchaser will make an earnest money deposit with Old Dominion Realty, Inc. of Five Thousand Dollars (\$5,000). The earnest money shall be held and applied in conformity with the regulations of the Virginia Real Estate Board. Pursuant to such regulations, if the sale of the Property is consummated, then the earnest money shall be paid to Seller and applied to the payment of the Purchase Price. If Purchaser terminates this Agreement in accordance with any right to terminate granted by this Agreement, the earnest money shall be immediately returned to the Purchaser, and no party shall have any further obligations under this Agreement except those stated to survive termination. In the event the sale of the Property is not consummated due to a default by Purchaser, the earnest money shall be delivered by Old Dominion Realty, Inc. to Seller, and no party shall have any further obligations under this Agreement except those stated to survive termination.
5. Inspection Period: Purchaser shall have 45 days after the Effective Date (the "Inspection Period") to conduct in regard to the Property such tests, feasibility studies, surveys, inspections and reviews of the due diligence materials provided by Seller as Purchaser chooses to conduct, and to review title. Survey and environmental letters, geological and engineering studies including but not limited to test bores for soil analysis. Seller hereby agrees to allow Purchaser and its agent's access to the Property to conduct these studies. In the event that Purchaser disapproves of any matters affecting the Property and Seller does not commit to resolve the same to Purchaser's satisfaction, or for any other reason whatsoever, Purchaser may terminate this Agreement without incurring any cost or liability by submitting written notice of termination to Seller on or before the last day of the Inspection Period.

6. Subdivision Approvals: If any subdivision approvals are required for the Property to be conveyed to Purchaser, such subdivision approvals shall have been obtained by Seller at and as of the Closing Date.
7. Seller's Documents: Seller agrees to provide to Purchaser within 10 days of the Effective Date a copy of any environmental reports or any documents within Seller's possession pertaining in any way to the condition or of defects to the Property, including a copy of the Seller's most recent title insurance policy for the Property ("Seller's Documents"). Seller shall have a duty to supplement Seller's Documents if at any time Seller receives additional documents prior to the Closing Date, as herein defined.
8. Closing:
  - (a) Closing: The closing ("Closing") shall be held at Purchaser's choice, on or before 30 days following the expiration of the Inspection Period, or any extension thereof, (the "Closing Date") unless the parties mutually agree upon another place or date.
  - (b) Closing Documents: At Closing, Seller shall deliver the following to Purchaser:
    - (i) A General Warranty Deed ("the Deed") executed by Seller conveying good and marketable title to the Property to Purchaser, free and clear of all liens, but subject to easements and other matters of public record;
    - (ii) If requested by closing agent, a Form 1099-S evidencing the Seller's federal tax identification number, state of formation, and other pertinent information for tax reporting purposes;
    - (iii) An industry standard owner's affidavit, executed and sworn to by Seller;
    - (iv) A settlement statement;
    - (v) Such resolutions and certificates as may be required by Purchaser's Title Company to evidence the due authorization of the execution and performance of this Agreement and the documents to be delivered pursuant hereto, Seller's organizational documents, and such other documents as may reasonably be required by Purchaser's Title Insurance Company in order to consummate the sale of the Property to Purchaser.
  - (c) Payment of Purchase Price: At Closing, Purchaser shall deliver to Seller the Purchase Price by cash, certified check, cashier's check, or wire transfer of immediately available funds (taking into account credit for the earnest money.).
  - (d) Proration: All real estate taxes with respect to the Property for the year in which the Closing occurs shall be prorated as of the Closing Date, with the exception that Purchaser shall be responsible for roll back taxes pertaining solely to the Property by virtue of its receiving a reduced land-use assessment. Purchaser shall have no responsibility for taxes of any type pertaining to land other than the Property, including without limitation the residue parcel owned by Seller.

- (e) Possession: Possession of the property shall be delivered to Purchaser at closing.
- (f) Closing Costs: Except as otherwise expressly provided herein, Seller shall pay, on the Closing Date, the Virginia grantor's tax, fees for recording any lien releases, and the real estate commission payable to Old Dominion Realty herein provided. Purchaser shall pay on the Closing Date, all recording costs other than the Virginia grantor's tax and release fees, and all other normal and customary charges regarding the closing.
10. AS IS: CONVEYANCE OF THE PROPERTY TO PURCHASER AT CLOSING SHALL BE "AS IS" WITH ALL FAULTS. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT TITLE WARRANTIES TO BE SET FORTH IN THE CONVEYANCE DEED, SELLER HAS NOT MADE AND EXPRESSLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMICES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, WITH RESPECT TO (i) THE VALUE, NATURE, QUALITY OR CONDITION OF THE PROPERTY FOR THE USES THAT PURCHASER MAY CONDUCT THEREON; (ii) THE SUITABILITY OF THE PROPERTY FOR THE USES THAT PURCHASER MAY CONDUCT THEREON; (iii) THE PROPERTY'S COMPLIANCE WITH APPLICABLE LAW, INCLUDING WITHOUT LIMITATION, ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS; (iv) THE HABITABILITY, MERCHANTABILITY, MARKET ABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (V) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. THE PROVISIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING.

11. Risk of Loss

- (a) Casualty: If the property suffers any damage prior to closing from fire or other casualty, Purchaser may either (i) terminate this agreement or (ii) consummate the closing. In which event the proceeds of any insurance covering such damage, up to the amount of the purchase price. Shall be assigned to Purchaser at closing.
- (b) Condemnation: If prior to closing, action is initiated or threatened to take any of the Property by eminent domain proceedings or by deed in lieu thereof, Purchaser shall have ten (10) days from written notice of such event from Seller to advise Seller that it intends to (i) terminate this agreement or (ii) consummate the closing, in which event the award of the condemning authority shall be assigned to Purchaser at the closing.

12. Default

- (a) Breach by Seller: If Seller breaches this Agreement, Purchaser may terminate this Agreement and receive immediate return of the earnest money, in addition to all other remedies available to Purchaser at law or in equity.
- (b) Breach by Purchaser: If Purchaser breaches this Agreement, Seller shall be entitled to retain the earnest money, in addition to all other remedies available to Seller at law or in equity.

13. Confidentiality: Prior to closing, neither Purchaser nor Seller shall, without the prior written consent of the other party, make or announcements or press releases concerning the terms of the purchase of the Property or any other information concerning this Agreement, the transaction contemplated herein, or any other information shared between the parties relating in any way to the subject matter hereof. Each party shall have the right to disclose information relating to the Property to its attorneys, accountants, prospective lenders and their counsel so long as they agree to be bound by the terms of this paragraph, or as otherwise required by law. In the event that this Agreement is terminated, or the sale of the Property is not consummated, Purchaser and Seller agree that this Confidentiality provision shall continue for a period of one year from the Effective Date and shall survive the termination of this Agreement.

14. Miscellaneous

- (a) Notice: Any notice pursuant to this agreement must be in writing, and shall be effective:
  - (i) on the date of actual receipt by the addressee, if sent by delivery or facsimile, or (ii) on the third day after deposit with the U. S. Postal Service, postage prepaid and properly addressed. If mailed or (iii) when the attempted initial delivery is refused or when it cannot be made because of a change of address of which the sending party has not been notified. Either party may change its address for notification by giving notice to the other party.

15. Upon execution of this contract, seller to notify tenant of 90 days to terminate the lease and vacate the property per the lease agreement.

IF TO SELLER:

John Bowman  
2340 South Main Street  
Harrisonburg, VA 22802

IF TO PURCHASER:

Blue Mongoose Farm, LLC  
C/O Barry Pugh  
2340 South Main Street

Harrisonburg, VA 22801

- (b) Real Estate Commission. Neither Seller nor Purchaser has contacted any real estate broker, finder or similar person in connection with the sale or purchase of the property, and each party represents and warrants to the other that no broker commissions, finder fees or similar compensation are due or owing to any person or entity as a result of such party's actions, **EXCEPT** Old Dominion Realty, Inc., who represents the Purchase, to whom Seller shall pay, at closing, a commission of 5% of the purchase price.

Real Estate Licensees in Virginia who have entered into brokerage relationships are required by law to make prompt written disclosure of those brokerage relationships to those they work with, but do not represent in the real estate transaction. Licensees must also make written disclosures and obtain timely written consents from their clients in order to enter into certain brokerage relationships. This disclosure form is provided to you to satisfy these e and to assure that you understand the nature of the brokerage relationships in which the licensee presenting this disclosure is involved. Regardless of whose interests a licensee represents, all licensees who are REALTORS are required by the REALTORS code of ethics to treat all parties with whom they deal honestly. The duties of the real estate licensees in Virginia are set forth in Section 54.1-2130 54.1-2130 et seq. of the Code of Virginia and in the regulations of the Virginia Real Estate Board. You should be aware that in addition to the information contained in this disclosure pertaining to brokerage relationships, there may be other information relevant to the transaction which may be obtained from other sources.

The Seller is represented in this transaction by Old Dominion Realty. The Purchasing Company (who represents the Purchaser) is Old Dominion Realty, Inc.

- (c) Entire Agreement: This Agreement embodies the entire agreement between the parties relative to the property and its conveyance from Seller to Purchaser.
- (d) Amendment: This agreement may be amended only by a written instrument executed by the party or parties to be bound thereby.
- (e) Headings: The captions and headings used in this Agreement are for convenience only and are not intended to amplify or modify the provisions of this agreement.
- (f) Governing Law: This Agreement shall be governed by the laws of the Commonwealth of Virginia and the applicable federal laws of the United States.
- (g) Successors and assigns: This agreement is assignable and shall bind and inure to the benefit of Seller and Purchaser and their respective successors and assigns.
- (h) Attorney's Fees: If it becomes necessary for either party to file a suit to enforce this Agreement, the party prevailing in such suit shall be entitled to recover, in addition to all other remedies or damages as herein provided, reasonable attorney's fees and costs incurred in such suit.

- (i) Construction: Each party waives any common law or statutory rules of construction providing that this Agreement should interpreted against the drafter, and agrees that this Agreement should be interpreted according to the fair meaning of its language.
- (j) Waiver: Any waiver of any provision of this Agreement must be in writing, and any waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed to be a waiver of any other breach of that provision or of any other breach of any other provision of this Agreement. The failure of a party to insist on a strict adherence to any term of this Agreement on one or more occasions will not be considered a waiver or deprive that party of the right thereafter to insist upon strict adherence to that term or any other term of this agreement.

WITNESS, the following signatures and seals.

**SELLER:**

Gerry T. Saufley

By: Gerry T. Saufley

Date: 2/20/2020

**PURCHASER:**

Blue Mongoose Farm, LLC, LLC

By: [Signature] its Manager

Date: 2-18-20



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



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55-517 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

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

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES webpage ([http://www.dpor.virginia.gov/News/Residential\\_Property\\_Disclosures/](http://www.dpor.virginia.gov/News/Residential_Property_Disclosures/)) for important information about the real property. Purchasers are advised to consult the webpage.

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

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

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

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

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

- (a) The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, 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, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
- (b) The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.

VR FORM SUM1 Revised 07/19  
Reviewed 07/19

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Old Dominion Realty - Harrisonburg Office, 2240 South Main Street Harrisonburg VA 22801  
John Bowman

Phone: 540-433-2454

Fax: 540-433-2448

Green T. Staffer

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- (c) The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
- (d) The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
- (e) The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19. 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/sori>.
- (f) The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
- (g) The owner makes no representations with respect to the presence of any stormwater detention facilities located on the property, or the existence or recording of any maintenance agreement for such facilities, and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any stormwater detention facilities on the property, or any maintenance agreement for such facilities, such as contacting their settlement provider, consulting the locality in which the property is located, or reviewing any survey of the property that may have been conducted, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
- (h) The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
- (i) The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
- (j) The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) 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.
- (k) The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract, and
- (l) The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § 15.2-5157, but in any event, prior to settlement pursuant to such contract.
- (m) The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.

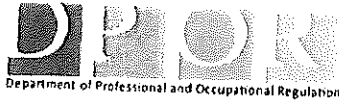
If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the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

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

_____	2-20-20	(Date)
_____		(Date)
_____		(Date)
_____		(Date)







## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT ACKNOWLEDGEMENT BY SELLER AND PURCHASER

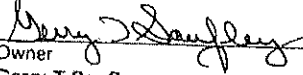
The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property - whenever the property is to be sold or leased with an option to buy - to provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.

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

PROPERTY ADDRESS/ 3748 Port Republic Rd, Rockingham, VA 22801-8620  
LEGAL DESCRIPTION: TMA's: 125-(A)-L83, L81, L55B, L84A, L84F, L84E, L84B, L84C2, containing approximately 151.513 total acres

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

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

  
Owner  
Gerry T Saufley  
Date 8/15/19

\_\_\_\_\_  
Owner  
\_\_\_\_\_  
Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the Code of Virginia). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55-523, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

  
Purchaser  
Date 2-20-20

\_\_\_\_\_  
Purchaser  
\_\_\_\_\_  
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 Rockingham and is described as follows:  
TM#s: 125-(A)-L83, L81, L55B, L84A, L84F, L84E, L84B, L84C2, containing approximately 151.513 total acres

**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.

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

- JS (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): \_\_\_\_\_
- JS (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))**

- JS (c) Purchaser has received copies of all available information listed above.
- JS (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home."
- JS (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)**

- JS (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.
- JS (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.

Date <u>9/15/19</u>	<u>Gerry E. Scaufley</u> Seller Gerry Scaufley	Date <u>8-20-19</u>	<u>[Signature]</u> Purchaser
Date _____	_____ Seller	Date _____	_____ Purchaser
Date <u>8/15/19</u>	<u>[Signature]</u> Agent John Bowman II	Date _____	_____ Agent

**For informational purposes only:**

Firm: Old Dominion Realty/ John Bowman

Firm: \_\_\_\_\_  
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