

# **REAL ESTATE AUCTION BIDDER PACKET**

**Special Commissioner's Auction**  
Property located at:  
620 Plantation Drive, Penhook, VA 24137

**LIVE & ONLINE**

**Auction:**

**Wednesday, June 10, 2026 at 11:00 AM EDT**

**Registration Starts at 10:00 AM EDT**

**Auction held: The Pavilion at Black Water Junction**  
**356 Bethel Lane Union Hall, VA 24176**

**For further information, please contact**  
**Russell Seneff, Broker/ Auctioneer at 540-765-7733**



All information contained herein is provided as a courtesy to prospective bidders.  
Bidders are responsible for performing their own due diligence.

# *Smith Mountain Lake Campground*

*Special Commissioners Wednesday, June 10 at 11 AM*

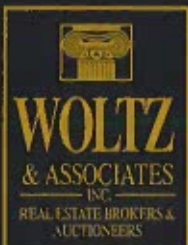
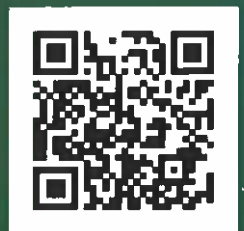
# **AUCTION**

Held at The Pavilion at  
Black Water Junction  
356 Bethel Lane  
Union Hall, VA 24176

Sale is subject to Approval of the  
Franklin County Circuit Court

- Franklin Co., VA Tax ID# 051/00 034//
- Assessed for \$1,392,400
- 8.928± Acres Above the 800' Contour
- 36 Sites
- Campers Owned by Tenants
- Property Address: 620 Plantation Drive,  
Penhook, VA 24137

SCAN ME



Contact Russell Seneff 540.765.7733

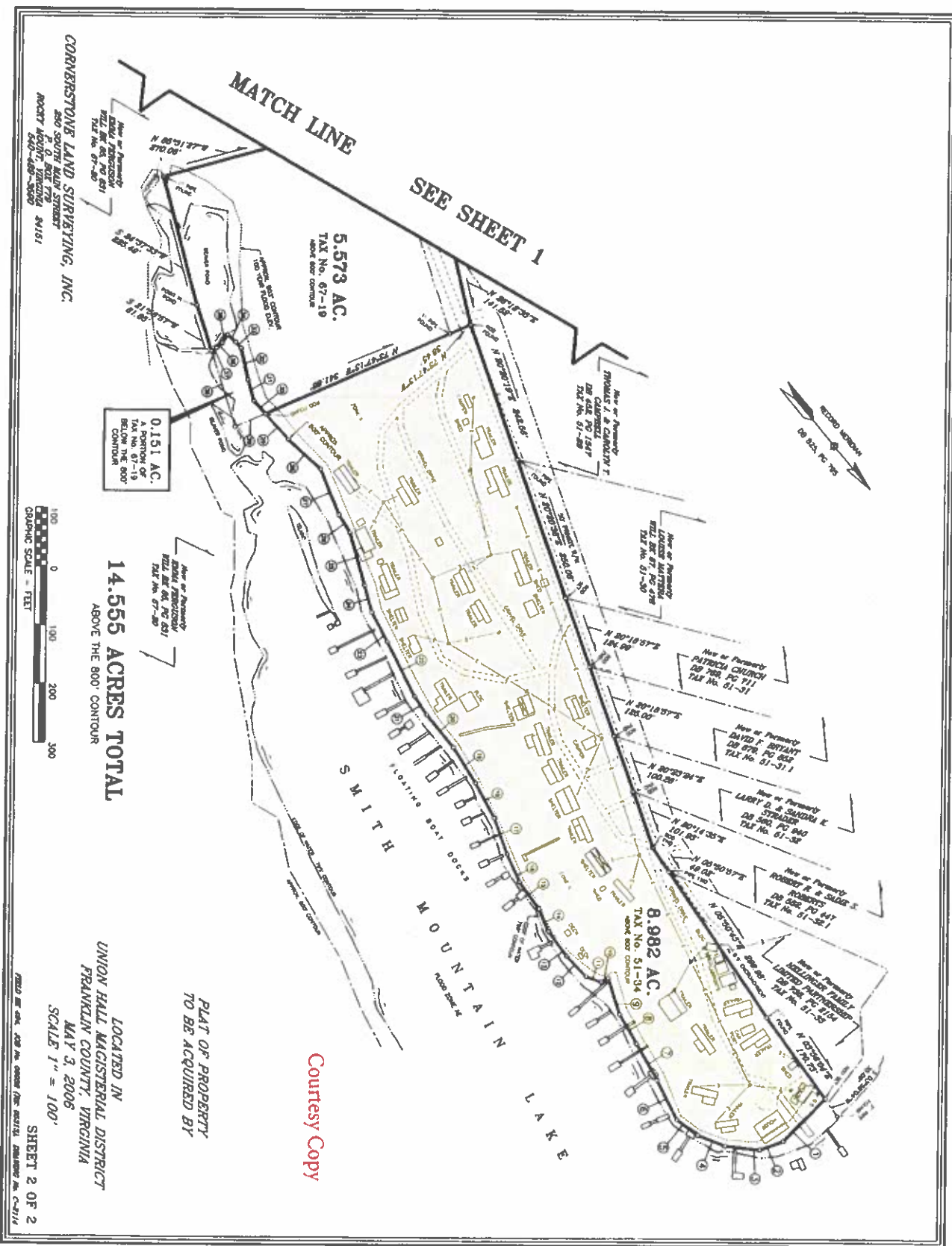
800.551.3588 • WOLTZ.COM

10% Buyer's Premium  
See woltz.com for full  
terms and conditions

Boundaries are  
Approximate

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





CORNERSTONE LAND SURVEYING, INC.  
 250 SOUTH MAIN STREET  
 ROCKY MOUNT, VIRGINIA 24161  
 540-489-5900

**14.555 ACRES TOTAL**  
 ABOVE THE 800' CONTOUR

LOCATED IN  
 UNION HALL MAGISTERIAL DISTRICT  
 FRANKLIN COUNTY, VIRGINIA  
 MAY 3, 2006  
 SCALE 1" = 100'

FIELD NO. 004, 200 AND THE OTHER THE REALTY PARCELS IN C-2114

SHEET 2 OF 2

Appx

860'

LINE TABLE

COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	N 84°06'49"E	101.36'	25	S 24°05'45"W	99.85'	49	S 49°55'00"W	69.42'
2	S 70°40'23"E	42.22'	26	S 06°58'43"W	35.26'	50	S 43°28'59"W	61.98'
3	S 49°47'13"E	59.97'	27	S 17°50'39"W	83.48'	51	S 37°42'45"W	77.88'
4	S 28°50'48"E	50.11'	28	S 07°33'52"E	75.13'	52	S 34°43'30"W	93.80'
5	S 19°22'39"E	44.39'	29	S 02°56'45"E	58.84'	53	S 31°12'18"W	92.15'
6	S 13°08'10"W	74.85'	30	S 02°40'59"E	29.62'	54	S 28°27'36"W	157.21'
7	S 10°03'14"W	71.74'	31	S 23°37'24"W	37.56'	55	N 10°55'34"W	31.52'
8	S 09°33'33"W	57.96'	32	S 27°09'36"W	54.75'	56	N 28°27'36"E	133.33'
9	S 22°16'31"W	65.04'	33	S 02°15'12"E	19.94'	57	N 31°12'18"E	93.24'
10	S 79°41'47"E	13.64'	34	S 07°52'06"E	18.56'	58	N 34°43'30"E	94.94'
11	S 30°18'54"E	27.24'	35	N 73°09'12"E	16.76'	59	N 37°42'45"E	79.41'
12	S 04°00'58"E	48.64'	36	N 88°50'15"E	12.79'	60	N 43°28'53"E	84.11'
13	S 09°10'16"W	51.91'	37	S 82°51'46"E	10.13'	61	N 49°55'00"E	71.66'
14	S 17°00'02"W	41.83'	38	N 21°56'57"E	136.52'	62	N 58°18'21"E	132.82'
15	S 03°44'40"W	56.28'	39	N 73°47'13"W	56.20'	63	N 51°16'18"E	88.95'
16	S 16°11'33"W	52.25'	40	S 66°28'38"W	36.77'	64	N 47°50'12"E	61.37'
17	S 19°44'50"W	65.54'	41	S 60°43'58"W	95.76'	65	N 42°38'00"E	77.70'
18	S 11°42'43"W	67.81'	42	S 52°01'12"W	40.75'	66	N 39°58'50"E	91.04'
19	S 07°37'04"W	71.16'	43	S 44°40'46"W	34.59'	67	N 44°40'46"E	36.68'
20	S 00°03'21"W	71.88'	44	S 39°58'50"W	90.69'	68	N 52°01'11"E	43.55'
21	S 06°24'36"W	37.96'	45	S 42°38'00"W	79.07'	69	N 60°43'59"E	98.28'
22	S 19°18'56"W	104.28'	46	S 47°50'12"W	68.87'	70	N 68°28'39"E	145.12'
23	S 11°54'13"W	56.39'	47	S 51°16'18"W	70.43'	71	N 45°37'12"E	29.23'
24	S 24°28'14"W	48.04'	48	S 56°18'21"W	132.58'			

## **BASIC TERMS AND CONDITIONS OF AUCTION**

A1059- Franklin County, Virginia

Property Location: 620 Plantation Drive, Penhook, VA

Auction held at: Black Water Junction, 386 Bethal Lane, Union Hall, VA 24176

Date and Time: June 10, 2026, 11:00am

1. **REGISTRATION:** Bids will be accepted only from registered bidders. Registration begins at 10:00 AM. Please bring a driver's license for identification.
2. **AUCTION SALE:** This is a Special Commissioner's Sale and the property will be sold subject to the approval of the Franklin County Circuit Court. All 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.
3. **FINANCING:** Your bidding and purchase of the property is **NOT CONDITIONAL UPON FINANCING**. Be sure you have arranged financing, if needed, and are capable of paying cash at closing.
4. **LIABILITY:** Bidders inspecting property enter at their own risk. Auction Company assumes no risk for bodily injury or damage to personal property.
5. **BIDDING:** The auctioneer will determine all bid increments. All decisions by the auctioneer regarding bid acceptance are final.
6. **ANNOUNCEMENTS:** Announcements on day of sale take precedence over all prior releases, verbal and written, concerning this auction sale.
7. **BUYER'S PREMIUM:** The Buyer's Premium on the real estate is 10% of the high bid amount. The Buyer's Premium will be added to the high bid to determine the final sale price.
8. **AGENCY:** THE AUCTION COMPANY AND ITS REPRESENTATIVES REPRESENT THE SELLER, JOHN T. BOITNOTT, SPECIAL COMMISSIONER.

9. REAL ESTATE DEPOSIT: A deposit in the amount of ten percent (10%) of the contract sale price will be required on day of sale. The deposit is payable by cashier's check, or pre-approved personal check made payable to the John T. Boitnott, Special Commissioner.

10. REAL ESTATE DEED: The real estate will be conveyed by special warranty deed 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 within sixty (60) days of court approval. Tract will be deeded in the manner purchased at the auction.

11. BOUNDARY LINES: Boundaries on aerial photos and topo maps are approximate. Refer to the amended order of the Franklin County Circuit Court appointing John T. Boitnott as Special Commissioner to sell the property for a complete description of the property boundaries.

12. GENERAL: The information contained in this brochure is subject to verification by all parties relying on it. No liability for its accuracy, error, or omissions is assumed by the Seller or the Auction Company.

13. 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 9, 2026.**

# 620 PLANTATION DR

**Location** 620 PLANTATION DR

**Tax Map #** 051/ 00 034/ 00 //

**Owner** TURNER REGINA HAWKS

**Property Class** COMMERCIAL/INDUSTRIAL

**Total Market Value** \$1,392,400

**PID** 15517

**Building Count** 2

**Water** Well

**Sewer** Private Septic

## Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$192,500	\$1,199,900	\$1,392,400

## Owner of Record

**Owner** TURNER REGINA HAWKS

**Sale Price** \$0

**Co-Owner**

**Book**

**Care Of**

**Page** 0

**Address** P O BOX 184  
UNION HALL, VA 24176

**Sale Date** 12/28/2009

**Instrument** 00

## Ownership History

Ownership History					
Owner	Sale Price	Instrument	Sale Date	Book	Page
TURNER REGINA HAWKS	\$0	00	12/28/2009		0
TURNER ROBERT H & REGINA HAWKS	\$0	00	10/21/2009	969	1482
TURNER ROBERT H	\$0	00	12/30/1994	361	1292
TURNER ROBERT H & DAISY S	\$95,000	00	12/12/1980	361	1292
PALMER JOHN THOMAS	\$0	00	01/01/1900	285	42

## Building Information

### Building 1 : Section 1

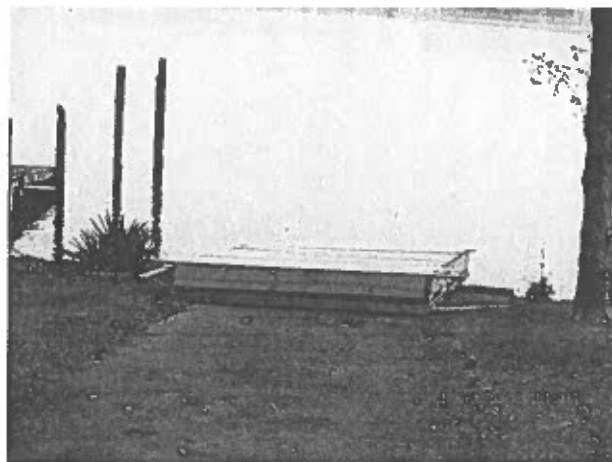
**Year Built:**

**Living Area:** 0

### Building Attributes

Field	Description
Style	Vacant Land
Model	
Grade	
Stories	
Foundation	
Exterior Wall 1	
Exterior Wall 2	
Roof Type	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Num Cars - Carport	
Garage Type	
Carport Type	
Heat System	
AC Type	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Total Room(s)	
Extra Kitchen(s)	
Interior Floor 3	
FBM Quality	
Interior Floor 1	
Interior Floor 2	
Garage Type 2	
Heat Fuel	
Num Cars - Garage	
Fireplace(s)	
Grade Adjust	
Num Cars - Built In	
Num Units	
Stacked Fireplace(s)	
Flue(s)	
Gas Fireplace(s)	
Inop Flue/FPL	
Interior Wall 3	
Basement	

### Building Photo



([https://images.vgsi.com/photos/franklincountyvaPhotos//P015\0015517\\_01\\_01.jpg](https://images.vgsi.com/photos/franklincountyvaPhotos//P015\0015517_01_01.jpg))

### Building Layout

([ParcelSketch.ashx?pid=15517&bid=15517](#))

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Fin Bsmt Area	
Num Cars - Garage 2	
Split Foyer	
Split Level	
Metal Flue(s)	
Basement Area	

**Building 2 : Section 1**

**Year Built:**

**Living Area:** 0

**Building Attributes : Bldg 2 of 2**

Field	Description
Style	Vacant Land
Model	
Grade	
Stories	
Foundation	
Exterior Wall 1	
Exterior Wall 2	
Roof Type	
Roof Cover	
Interior Wall 1	
Interior Wall 2	
Num Cars - Carport	
Garage Type	
Carport Type	
Heat System	
AC Type	
Bedroom(s)	
Full Bath(s)	
Half Bath(s)	
Extra Fixture(s)	
Total Room(s)	
Extra Kitchen(s)	
Interior Floor 3	
FBM Quality	
Interior Floor 1	
Interior Floor 2	
Garage Type 2	
Heat Fuel	
Num Cars - Garage	
Fireplace(s)	

**Building Photo**

[Building Photo \(https://images.vgsi.com/photos/franklincountyvaPhotos/default.jpg\)](https://images.vgsi.com/photos/franklincountyvaPhotos/default.jpg)

**Building Layout**

(ParcelSketch.ashx?pid=15517&bid=146987)

Building Sub-Areas (sq ft)	Legend
No Data for Building Sub-Areas	

Grade Adjust	
Num Cars - Built In	
Num Units	
Stacked Fireplace(s)	
Flue(s)	
Gas Fireplace(s)	
Inop Flue/FPL	
Interior Wall 3	
Basement	
Fin Bsmt Area	
Num Cars - Garage 2	
Split Foyer	
Split Level	
Metal Flue(s)	
Basement Area	

**Land**

**Land Use**

**Use Code** 400V  
**Description** COMMERCIAL/INDUSTRIAL - VAC  
**Zone** A1  
**Neighborhood** 0001

**Land Line Valuation**

**Size (Acres)** 18  
**Total Market Land** \$1,199,900

**Outbuildings**

Outbuildings						Legend
Code	Description	Sub Code	Sub Description	Size	Value	Bldg #
PIER	Pier	TY	Typical	160.00 UNITS	\$800	2
PMPHSE	Pump House	TY	Typical	240.00 UNITS	\$960	1
BLDG	Building	MT	Metal	54.00 UNITS	\$108	1
PIER	Pier	TY	Typical	36.00 UNITS	\$360	2
BLDG	Building	MT	Metal	130.00 UNITS	\$130	1
DOCK	Dock	FLOAT	FLOAT	200.00 UNITS	\$2,000	2
BLDG	Building	MT	Metal	140.00 UNITS	\$560	1
PIER	Pier	TY	Typical	232.00 UNITS	\$1,856	2
CARPT	Carport	MT	Metal	360.00 UNITS	\$540	1
DOCK	Dock	FLOAT	FLOAT	240.00 UNITS	\$1,920	2
CARPT	Carport	MT	Metal	450.00 UNITS	\$675	1
DOCK	Dock	FLOAT	FLOAT	88.00 UNITS	\$704	2
DOCK	Dock	FLOAT	FLOAT	30.00 UNITS	\$240	2
RIPRAP	Rip-Rap	TY	Typical	1.00 UNITS	\$500	1
DOCK	Dock	FLOAT	FLOAT	30.00 UNITS	\$240	2

PIER	Pier	TY	Typical	128.00 UNITS	\$896	1
DOCK	Dock	TY	Typical	30.00 UNITS	\$150	1
MISC	Misc	MISC	Miscellaneous	1.00 UNITS	\$600	2
DOCK	Dock	FLOAT	FLOAT	180.00 UNITS	\$720	1
PIER	Pier	TY	Typical	126.00 UNITS	\$882	2
PIER	Pier	TY	Typical	42.00 UNITS	\$294	2
PIER	Pier	TY	Typical	92.00 UNITS	\$736	1
DOCK	Dock	TY	Typical	168.00 UNITS	\$1,344	1
PIER	Pier	TY	Typical	40.00 UNITS	\$200	2
DOCK	Dock	FLOAT	FLOAT	160.00 UNITS	\$960	1
DOCK	Dock	FLOAT	FLOAT	180.00 UNITS	\$540	2
PIER	Pier	TY	Typical	168.00 UNITS	\$1,344	2
PIER	Pier	TY	Typical	190.00 UNITS	\$1,900	1
DOCK	Dock	FLOAT	FLOAT	200.00 UNITS	\$1,200	1
PIER	Pier	TY	Typical	45.00 UNITS	\$360	2
DECK	Deck	DET	Detached	195.00 UNITS	\$780	1
DOCK	Dock	FLOAT	FLOAT	140.00 UNITS	\$1,260	2
MISC	Misc	MISC	Miscellaneous	128.00 UNITS	\$128	2
PIER	Pier	TY	Typical	108.00 UNITS	\$864	1
DOCK	Dock	FLOAT	FLOAT	200.00 UNITS	\$800	1
PIER	Pier	TY	Typical	168.00 UNITS	\$1,176	2
MISC	Misc	MISC	Miscellaneous	1.00 UNITS	\$600	1
PIER	Pier	TY	Typical	27.00 UNITS	\$189	2
DOCK	Dock	TY	Typical	80.00 UNITS	\$320	1
PIER	Pier	TY	Typical	36.00 UNITS	\$252	2
DOCK	Dock	TY	Typical	64.00 UNITS	\$448	2
DOCK	Dock	TY	Typical	96.00 UNITS	\$384	1
DOCK	Dock	FLOAT	FLOAT	128.00 UNITS	\$128	1
PIER	Pier	TY	Typical	45.00 UNITS	\$45	2
DOCK	Dock	FLOAT	FLOAT	120.00 UNITS	\$600	2
DOCK	Dock	FLOAT	FLOAT	60.00 UNITS	\$480	1
MISC	Misc	MISC	Miscellaneous	325.00 UNITS	\$650	1
PIER	Pier	TY	Typical	36.00 UNITS	\$180	2
DECK	Deck	DET	Detached	192.00 UNITS	\$1,728	1
PIER	Pier	TY	Typical	30.00 UNITS	\$120	2
DOCK	Dock	FLOAT	FLOAT	160.00 UNITS	\$640	2
PIER	Pier	TY	Typical	156.00 UNITS	\$1,560	1
DOCK	Dock	FLOAT	FLOAT	192.00 UNITS	\$0	2
DOCK	Dock	FLOAT	FLOAT	192.00 UNITS	\$1,920	1
DOCK	Dock	FLOAT	FLOAT	160.00 UNITS	\$960	2
PIER	Pier	TY	Typical	99.00 UNITS	\$891	1

DOCK	Dock	FLOAT	FLOAT	150.00 UNITS	\$750	2
DOCK	Dock	FLOAT	FLOAT	200.00 UNITS	\$2,000	1
MISC	Misc	MISC	Miscellaneous	240.00 UNITS	\$600	2
PIER	Pier	TY	Typical	24.00 UNITS	\$144	1
DECK	Deck	TY	Typical	204.00 UNITS	\$204	2
DOCK	Dock	FLOAT	FLOAT	120.00 UNITS	\$600	1
CNPY	Canopy	TY	Typical	288.00 UNITS	\$288	2
PIER	Pier	TY	Typical	80.00 UNITS	\$720	1
DECK	Deck	TY	Typical	128.00 UNITS	\$256	2
PIER	Pier	TY	Typical	36.00 UNITS	\$324	1
DOCK	Dock	FLOAT	FLOAT	160.00 UNITS	\$800	1
MISC	Misc	MISC	Miscellaneous	96.00 UNITS	\$96	2
DECK	Deck	TY	Typical	288.00 UNITS	\$2,880	2
PIER	Pier	TY	Typical	96.00 UNITS	\$768	1
DOCK	Dock	FLOAT	FLOAT	160.00 UNITS	\$1,280	1
PIER	Pier	TY	Typical	42.00 UNITS	\$294	2
DOCK	Dock	TY	Typical	156.00 UNITS	\$1,092	2
DOCK	Dock	TY	Typical	192.00 UNITS	\$1,536	1
DECK	Deck	DET	Detached	24.00 UNITS	\$48	1
PIER	Pier	TY	Typical	36.00 UNITS	\$252	2
DOCK	Dock	FLOAT	FLOAT	200.00 UNITS	\$1,400	2
PIER	Pier	TY	Typical	24.00 UNITS	\$192	1
DOCK	Dock	FLOAT	FLOAT	120.00 UNITS	\$720	1
PIER	Pier	TY	Typical	72.00 UNITS	\$720	2
PIER	Pier	TY	Typical	96.00 UNITS	\$576	1
PIER	Pier	TY	Typical	48.00 UNITS	\$480	1
PIER	Pier	TY	Typical	48.00 UNITS	\$240	1
DOCK	Dock	FLOAT	FLOAT	240.00 UNITS	\$1,680	1
DECK	Deck	DET	Detached	72.00 UNITS	\$288	1
DOCK	Dock	TY	Typical	120.00 UNITS	\$960	1
DOCK	Dock	TY	Typical	220.00 UNITS	\$1,760	1
PIER	Pier	TY	Typical	64.00 UNITS	\$640	1
PIER	Pier	TY	Typical	48.00 UNITS	\$480	1
MISC	Misc	MISC	Miscellaneous	96.00 UNITS	\$192	1
DECK	Deck	DET	Detached	80.00 UNITS	\$320	1
DOCK	Dock	TY	Typical	30.00 UNITS	\$180	1
DOCK	Dock	TY	Typical	192.00 UNITS	\$1,152	1
PIER	Pier	TY	Typical	40.00 UNITS	\$280	1
DOCK	Dock	FLOAT	FLOAT	200.00 UNITS	\$1,200	1
MISC	Misc	MISC	Miscellaneous	282.00 UNITS	\$282	1
DECK	Deck	DET	Detached	60.00 UNITS	\$240	1

MISC	Misc	MISC	Miscellaneous	72.00 UNITS	\$72	1
DECK	Deck	DET	Detached	102.00 UNITS	\$408	1
MISC	Misc	MISC	Miscellaneous	24.00 UNITS	\$100	1
DOCK	Dock	TY	Typical	120.00 UNITS	\$1,080	1
PIER	Pier	TY	Typical	42.00 UNITS	\$336	1
DOCK	Dock	FLOAT	FLOAT	128.00 UNITS	\$1,024	1
PIER	Pier	TY	Typical	68.00 UNITS	\$476	1
PIER	Pier	TY	Typical	40.00 UNITS	\$280	1
DOCK	Dock	FLOAT	FLOAT	160.00 UNITS	\$1,120	1
PIER	Pier	TY	Typical	63.00 UNITS	\$630	1
PIER	Pier	TY	Typical	36.00 UNITS	\$324	1
DOCK	Dock	FLOAT	FLOAT	128.00 UNITS	\$1,024	1
PIER	Pier	TY	Typical	60.00 UNITS	\$600	1
DOCK	Dock	FLOAT	FLOAT	160.00 UNITS	\$800	1
PIER	Pier	TY	Typical	66.00 UNITS	\$660	1
DOCK	Dock	FLOAT	FLOAT	160.00 UNITS	\$960	1
PIER	Pier	TY	Typical	80.00 UNITS	\$640	1
PIER	Pier	TY	Typical	64.00 UNITS	\$512	1
DOCK	Dock	FLOAT	FLOAT	160.00 UNITS	\$1,280	1
HOOKUP	Mfg Home Hookups	TY	Typical	1.00 UNITS	\$108,000	1
PIER	Pier	TY	Typical	52.00 UNITS	\$312	1
PIER	Pier	TY	Typical	21.00 UNITS	\$105	1
PIER	Pier	TY	Typical	42.00 UNITS	\$168	1
PIER	Pier	TY	Typical	60.00 UNITS	\$300	1
PIER	Pier	TY	Typical	60.00 UNITS	\$300	1
DOCK	Dock	FLOAT	FLOAT	200.00 UNITS	\$1,200	1

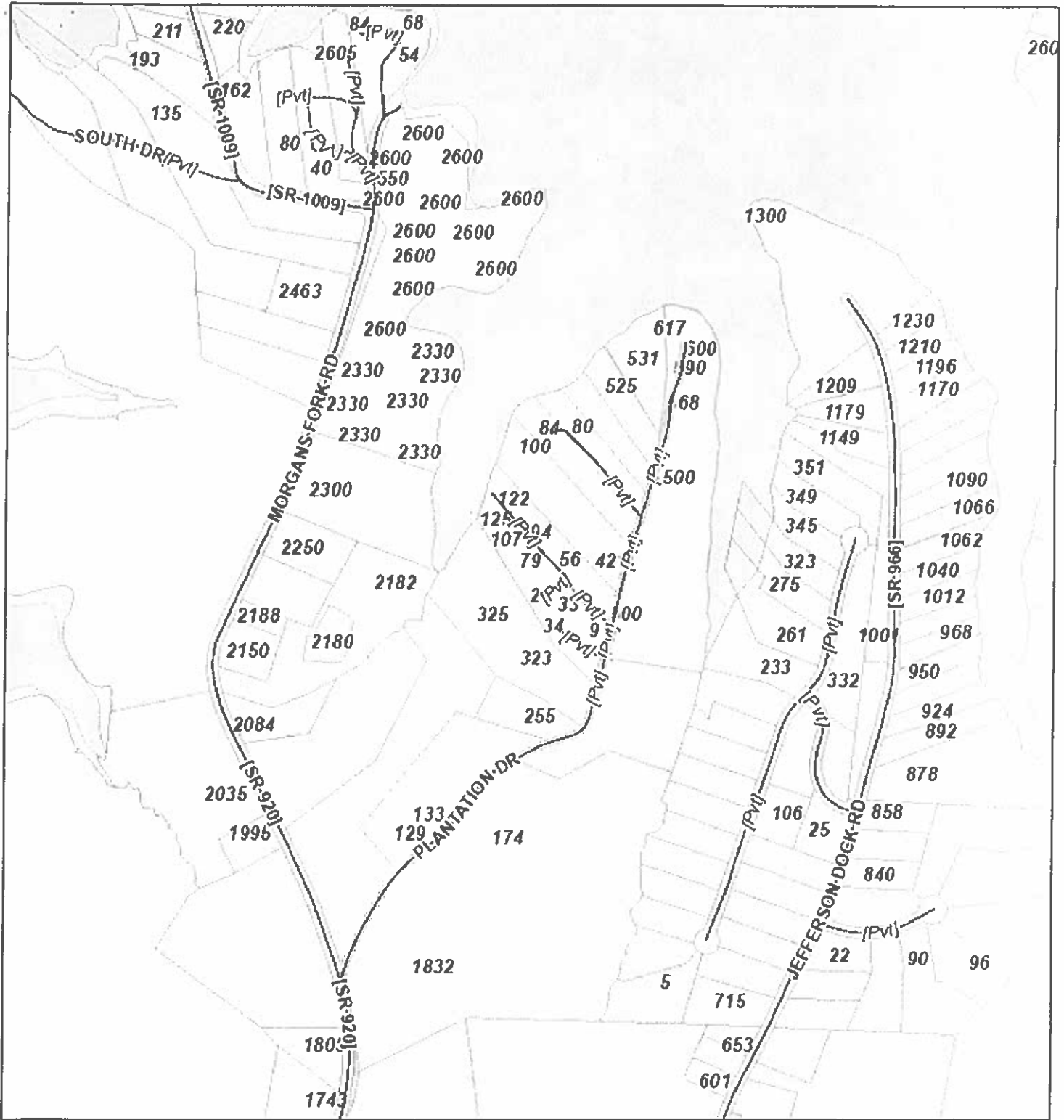
### Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$192,500	\$1,199,900	\$1,392,400
2024	\$192,500	\$1,199,900	\$1,392,400
2023	\$189,800	\$1,199,900	\$1,389,700
2022	\$189,800	\$1,199,900	\$1,389,700
2021	\$189,800	\$1,199,900	\$1,389,700
2020	\$189,800	\$1,199,900	\$1,389,700
2019	\$394,500	\$1,384,500	\$1,779,000
2018	\$394,500	\$1,384,500	\$1,779,000
2017	\$394,500	\$1,384,500	\$1,779,000
2016	\$394,500	\$1,384,500	\$1,779,000
2015	\$229,200	\$1,384,500	\$1,613,700

2014		\$229,200	\$1,384,500	\$1,613,700
2013		\$229,200	\$1,384,500	\$1,613,700
2012		\$229,200	\$1,384,500	\$1,613,700
2012		\$227,400	\$1,384,500	\$1,611,900







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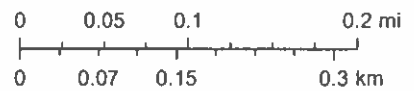
# Franklin County, VA



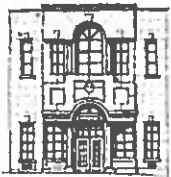
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1:9,028

-  Local Roads
-  County Boundary
-  Parcels
-  Streams
-  911 Addresses
-  Lakes



Franklin County VA, 2019. Franklin County GIS, 2020. Franklin County VA, 2020. Franklin County, VA GIS, 2022



**WOLTZ**  
**& ASSOCIATES**  
 INC.  
 BROKERS & AUCTIONEERS

23 FRANKLIN ROAD SW  
 ROANOKE, VIRGINIA 24011  
 540-342-3560 or 800-551-3588  
 FAX 540-342-3741  
 Email: info@woltz.com

**AUCTION 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, Disclosure of Brokerage Relationship is the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller’s agent and Buyer is acting as an unrepresented party.
- 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 \_\_\_\_\_ day of \_\_\_\_\_ 2026, between John T. Boitnott Special Commissioner for Franklin County Circuit Court, Virginia ("**Seller**"), \_\_\_\_\_, ("**Buyer**"), 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 the County of Franklin, 620 Plantation Dr. Union Hall, VA 24176, further identified as Tax I.D 0510003400 (the "**Property**"). (Complete legal description to be furnished in Deed)

**PURCHASE PRICE:** The Purchase Price (the "Purchase Price") of the Property is \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("**Purchase Price**").

**DEPOSIT:** The Buyer has made a **NONREFUNDABLE** deposit of: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) ("**Deposit**") by \_\_\_\_\_ [**Insert Check, Cash, or Wire**] 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 sixty (60) days of court approval. (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 Special 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.

**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, sex, disability, familial status, elderliness, national origin, sexual orientation, gender identity, status of a veteran or source of funds 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 [www.vsp.state.va.us](http://www.vsp.state.va.us).

**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 Agent, 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:** This Agreement is subject to confirmation by the Franklin County Circuit Court.

**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

\_\_\_\_\_(Seal) \_\_\_\_\_  
Buyer Date

**SELLER: John T. Boitnott, Special Commissioner**

\_\_\_\_\_(Seal) \_\_\_\_\_  
Date

Deed To: \_\_\_\_\_

Agent: Woltz & Associates, Inc.

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_  
Its: Agent

Buyer's Address: \_\_\_\_\_

\_\_\_\_\_

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: \_\_\_\_\_

**Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:**

Issuing Agent: Acquisition Title and Settlement Agency, Inc.  
Issuing Office: 3140 Chaparral Drive, C-107  
Roanoke, VA 24018  
Issuing Office's ALTA® Registry ID:  
Loan ID Number:  
Commitment Number: 26-44018-R  
Issuing Office File Number: 26-44018-R  
Property Address: 620 Plantation Drive, Penhook, VA 24137  
Revision Number: 2

**SCHEDULE A**

1. Commitment Date: May 15, 2026 at 8:00 AM
2. Policy to be issued:
  - (a) 2021 ALTA Homeowner's Policy
  - Proposed Insured: **Woltz & Associates, Inc., a Virginia Corporation**
  - Proposed Amount of Insurance: **\$1,010,267.69**
  - The estate or interest to be insured: **fee simple**
3. The estate or interest in the Land at the Commitment Date is:  
fee simple
4. The Title is, at the Commitment Date, vested in:  
Regina Hawks Turner
5. The Land is described as follows:  
See Exhibit A attached hereto and made a part hereof.

**ACQUISITION TITLE AND SETTLEMENT AGENCY, INC.**

3140 Chaparral Drive, C-107, Roanoke, VA 24018  
Telephone: (540) 989-0884

Countersigned by:

*J. Allen Natt*

\_\_\_\_\_  
J. Allen Natt, License #1042738  
Acquisition Title and Settlement Agency, Inc.,  
License #

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**  
P.O. Box 45023, Jacksonville, FL 32232-5023

*[Signature]*

By: \_\_\_\_\_  
President

*[Signature]*

By: \_\_\_\_\_  
Secretary

*This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*



**SCHEDULE B, PART I – Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from the Special Commissioner, to Woltz & Associates, Inc., a Virginia Corporation, to be executed and recorded at closing.

5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Receipt of fully completed Owners' Affidavit.
7. Payment of all taxes up to and including those for the 2nd half of 2025 and 1st half of 2026, plus any penalties and interest which may accrue.
8. INTENTIONALLY DELETED.
9. Certification that there are no federal judgment liens docketed against Woltz & Associates, Inc.
10. A judgment from Commonwealth of Virginia against Regina Turner in the amount of \$1,010,267.69 entered on February 5, 2026 by Franklin County Court in Case #CL25-6728-00 and recorded as Instrument #25-1224 in the official records of Franklin County Clerk of Circuit Court, to be paid with proceeds of sale and released.

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**SCHEDULE B, PART II – Exceptions**

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable.
3. Rights or claims of parties other than the Insured in actual possession of any or all of the property.
4. Easements, or claims of easements, not shown by the public records. (OWNER'S POLICY ONLY)
5. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land) that would have been disclosed by an accurate and complete land title survey of the Land. (OWNER'S POLICY ONLY)
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records. (NOTE: Upon satisfaction of all requirements, this exception will not appear in final policy.)
7. Rights of others to the use of 50' right of way or roadway leading from County Route 920 as described as stated in property description.
8. Terms and conditions of the flowing right and easement deed granted to Appalachian Power Company dated 10/26/1959, recorded in Deed Book 170, page 420.
9. Utility easement granted Lee Telephone Company by instrument dated 07/29/1969, recorded in Deed Book 260, page 296.
10. Utility easement granted Appalachian Power Company by instrument dated 06/27/1983, recorded in Deed Book 373, page 708.
11. Rights of others in and to the use of the appurtenant easement(s) contained in the description set out in the Deed insured under Schedule A hereof.
12. INTENTIONALLY DELETED.
13. Rights of others thereto entitled, in and to the continued, uninterrupted flow of Smith Mountain Lake located on insured premises, as shown on the recorded plat of subdivision.

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14. Rights of parties in possession.

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**EXHIBIT "A"**

The Land referred to herein below is situated in the County of Franklin, Commonwealth of Virginia and is described as follows:

All that certain tract or parcel of land, containing approximately 18 acres of land, however, only 9.23 acres of land is above the highwater mark or 800 ft. above sea level contour of Smith Mountain Lake, and more particularly described as follows:

BEGINNING at an iron pin and concrete marker located about 60 ft. East of the corner of the Annie Tosh Saunders residence; thence N. 20 deg. 20" E. 925 ft. to an iron pin, thence N. 5 deg. 53' E. 349.25 ft. to an iron pin; thence N. 3 deg. 58' 171.23 ft. to an iron pin on the south side of Smith Mountain Lake; thence along the highwater mark of Smith Mountain Lake, N. 89 deg. 23'E. 139.2 ft., 8. 37 deg. 28' E. 107.96 ft. S. 7 deg. 10' E. 73.51 ft., S. 9 deg. 02' W. 246.51 ft., S. 3 deg. 40' E. 95.45 ft., S. 8 deg. 28' W. 161.63 ft., S. 16 deg. 20' W. 152.77 ft., S. 55 deg. 23' W. 88.52 ft., S. 7 deg. 26' W. 131.7 ft., S. 10 deg. 10' W. 98.7 ft., S 17 deg. 42' W. 16 ft., S. 27 deg. 12' W. 101.39 ft., S. 14 deg. 55' W. 100.12 ft., S. 10 deg. 12' W. 90.78 ft., S. 5 deg. 51" E. 101.36 ft. to an iron pin and other lands of Annie T. Saunders, thence N. 73 deg. 46' W. 389.2 ft. to the iron pin at the point of BEGINNING. The above survey is according to plat and survey prepared by H. S. Peirce, C.L.S. for John Thomas Palmer, which plat is dated May 29, 1967.

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