



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

AUCTION FOR – Larry D Webb, Joyce W Webb, and Celena Freeman

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, July 25th, 2024 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1. Tax ID 107-A 26E; Parcel ID: 030069; Deed 2005; Page 005295; Consisting of +/- 22.391 acres and improvements
2. Tax ID 107-A 26E1; Parcel ID: 121017; Deed 2021; Page 010591; Consisting of +/- 2.461 acres and improvements

Address: 600 Smith Creek Rd., Christiansburg, VA 24073

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, July 25th, 2024 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders’ responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, September 9th, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.

- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction
Owner, Real Estate Broker, Auctioneer, MBA
102 South Locust Street; PO Box 234
Floyd, VA 24091
540-239-2585
Gallimore.Matt@gmail.com

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

Aerial



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

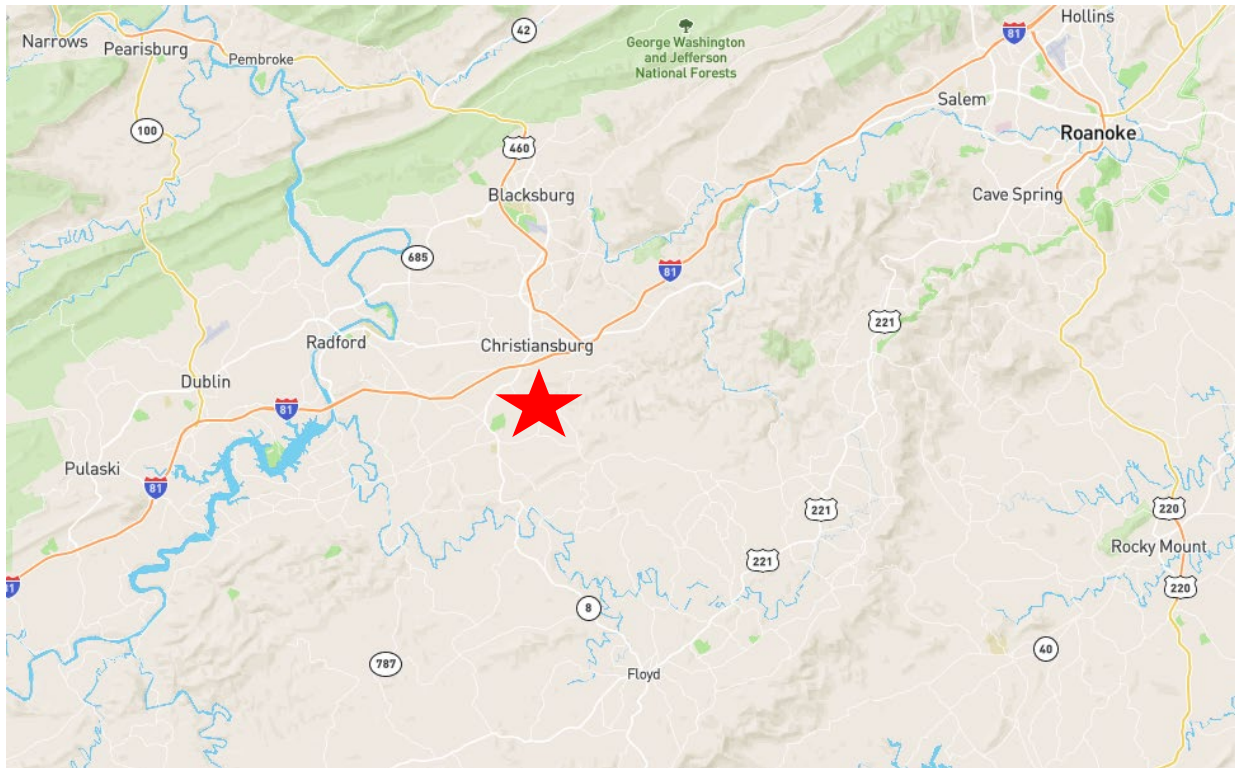
600 Smith Creek Rd.,
Christiansburg, VA 24073





Location

600 Smith Creek Rd.,
Christiansburg, VA 24073

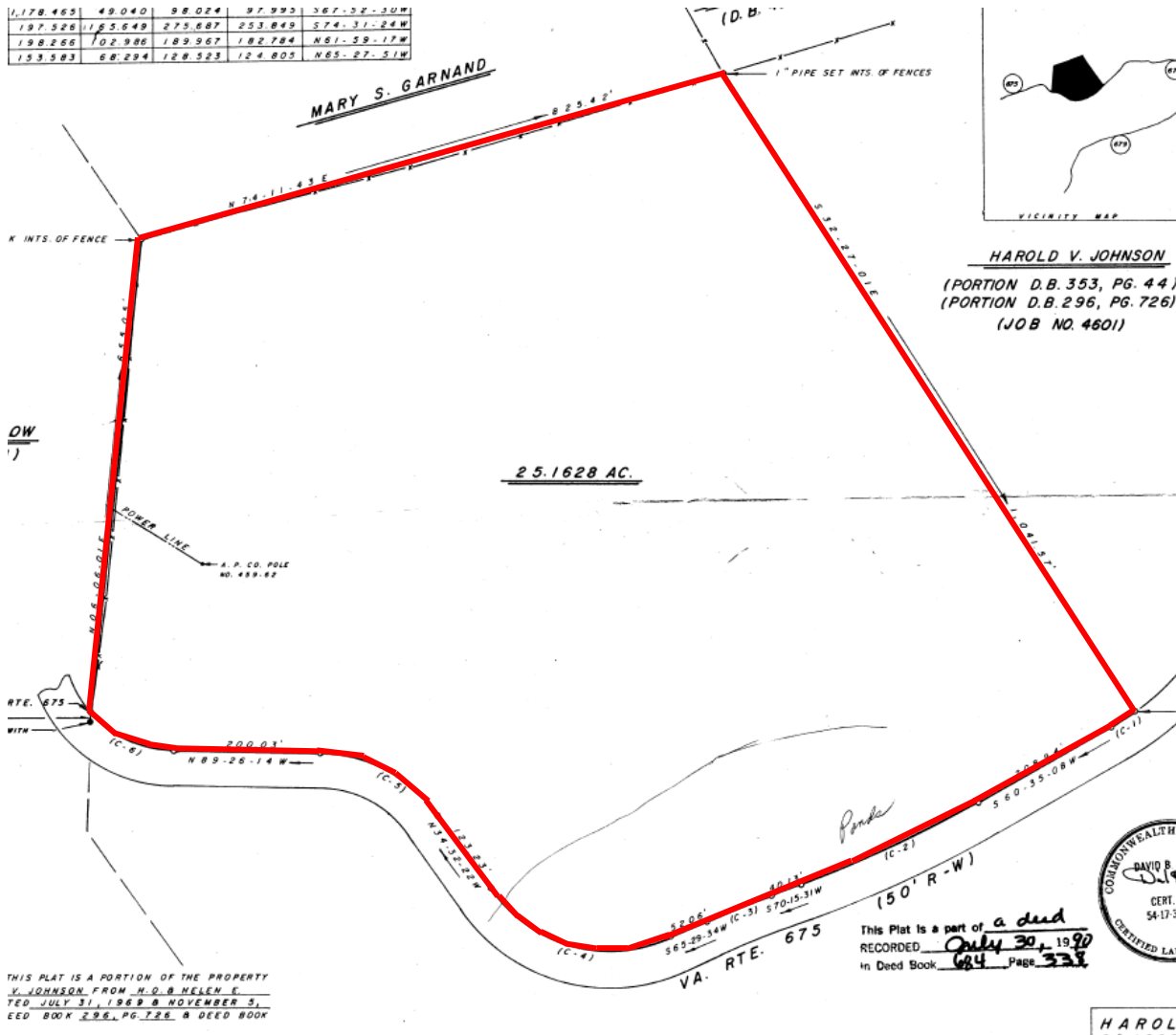




Auction Services

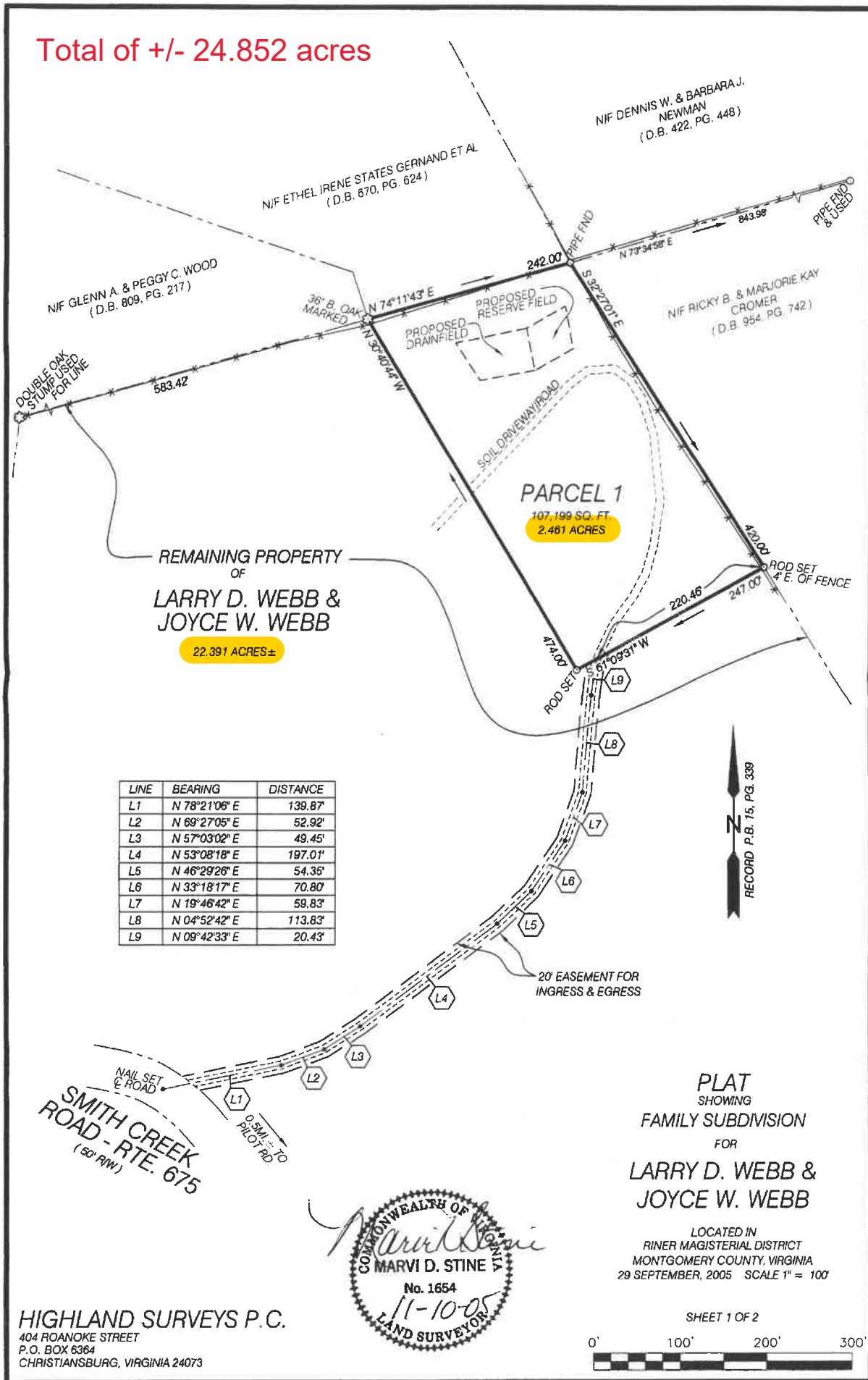
Survey

1,178.465	49.040	88.024	97.993	367.32-30W
197.528	115.549	275.887	253.843	574.31-24W
198.266	102.986	189.967	182.784	N61-59-17W
153.593	68.294	128.323	124.803	N65-27-51W



This survey does not show 0.3108 acre off conveyance. Acreage is now 24.852 but there is no survey to show correct acreage.

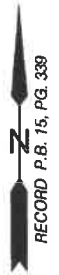
Total of +/- 24.852 acres



REMAINING PROPERTY OF
LARRY D. WEBB & JOYCE W. WEBB
 22.391 ACRES±

PARCEL 1
 107,199 SQ. FT.
 2.461 ACRES

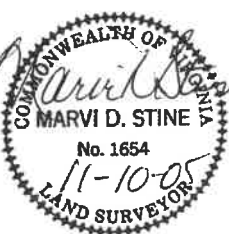
LINE	BEARING	DISTANCE
L1	N 78°21'06" E	139.87'
L2	N 69°27'05" E	52.92'
L3	N 57°03'02" E	49.45'
L4	N 53°08'18" E	197.01'
L5	N 46°29'26" E	54.35'
L6	N 33°18'17" E	70.80'
L7	N 19°46'42" E	59.83'
L8	N 04°52'42" E	113.83'
L9	N 09°42'33" E	20.43'



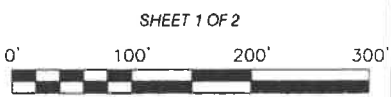
SMITH CREEK ROAD - RTE. 675
 (50' RW)
 NAIL SET & ROAD
 0.5 MI. TO PILOT RD.

PLAT SHOWING FAMILY SUBDIVISION FOR
LARRY D. WEBB & JOYCE W. WEBB

LOCATED IN RINER MAGISTERIAL DISTRICT
 MONTGOMERY COUNTY, VIRGINIA
 29 SEPTEMBER, 2005 SCALE 1" = 100'



HIGHLAND SURVEYS P.C.
 404 ROANOKE STREET
 P.O. BOX 6364
 CHRISTIANSBURG, VIRGINIA 24073

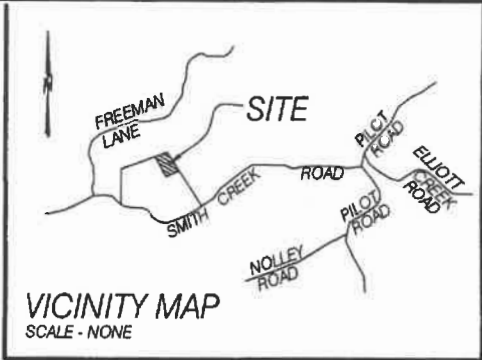


SHEET 1 OF 2

OWNER'S STATEMENT

THIS IS TO CERTIFY THAT THE PROPERTY EMBRACED ON THE HEREON PLAT HAS BEEN PREPARED IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS, AND FURTHERMORE, THIS IS TO CERTIFY THAT CELENA BRIANNA SHUMATE, OUR DAUGHTER, IS TO BE THE GRANTEE OF PARCEL 1, THEREBY QUALIFYING THIS DIVISION AS A FAMILY SUBDIVISION, MOREOVER WE CERTIFY THAT NO OTHER DIVISION HAS BEEN PREVIOUSLY MADE TO THE ABOVE FAMILY MEMBER, GIVEN UNDER OUR HAND AND SEAL

Larry D. Webb 11-10-05
LARRY D. WEBB DATE
Joyce W. Webb 11-10-05
JOYCE W. WEBB DATE



NOTARY'S STATEMENT

STATE OF VIRGINIA, COUNTY OF MONTGOMERY
TO WIT: THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10th DAY OF November, 2005, BY LARRY D. WEBB AND JOYCE W. WEBB.

MY COMMISSION EXPIRES: March 31, 2009
Carl B. Conell
NOTARY PUBLIC

SURVEYOR'S STATEMENT

I HEREBY CERTIFY THAT THIS SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLIES WITH THE REQUIREMENTS OF THE BOARD OF SUPERVISORS ORDINANCES AND REGULATIONS OF THE COUNTY OF MONTGOMERY, VIRGINIA REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY, GIVEN UNDER MY HAND.

Marvi D. Stine 11-9-05
MARVI D. STINE L.S. 1654 DATE

SOURCE OF TITLE

THIS IS TO CERTIFY THAT THE PROPERTY EMBRACED ON THE HEREON PLAT IS A PORTION OF THAT PROPERTY ACQUIRED BY LARRY D. WEBB AND JOYCE W. WEBB FROM MARGARET HAYNES FISHER BY DEED DATED 12 MAY, 2005 AND RECORDED AS DEED INSTRUMENT # 2005005295. THE ABOVE REFERRED-TO-DEED IS RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY VIRGINIA, AND IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

Marvi D. Stine
MARVI D. STINE L.S. 1654

APPROVAL

THIS PLAT DATED HAS BEEN SUBMITTED TO AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING ORDINANCES AND REGULATIONS OF THE COUNTY OF MONTGOMERY AND MAY BE ADMITTED TO RECORD.

T. Parady
Subdivision Agent
AGENT - COUNTY OF MONTGOMERY
11/10/05
DATE

INSTRUMENT #05015080
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
DECEMBER 8, 2005 AT 10:48AM
ALLAN C. BURKE, CLERK

RECORDED BY: CXW



HIGHLAND SURVEYS P.C.
404 ROANOKE STREET
P.O. BOX 6364
CHRISTIANSBURG, VIRGINIA 24073

NOTES:

1. SUBJECT PROPERTY LIES WITHIN A ZONE CLEAR "X", PER H.U.D. FLOOD INSURANCE RATE MAP, COMMUNITY-PANEL NO. 510099-0100-B, DATED JANUARY 6, 1994.
2. THIS PLAT WAS PREPARED WITHOUT BENEFIT OF A TITLE REPORT AND DOES NOT THEREFORE NECESSARILY INDICATE ALL ENCUMBRANCES ON THE PROPERTY.
3. THIS PROPERTY IS SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS AND AGREEMENTS OF RECORD TO THE EXTENT THAT THEY MAY LAWFULLY APPLY TO THE PROPERTY.
4. BOUNDARY SURVEY IS BASED ON A FIELD SURVEY AND DEED RESEARCH PERFORMED ON OR PRIOR TO 22 SEPTEMBER, 2005.
5. REFERENCE MONTGOMERY COUNTY TAX MAP: 107-A-26E (PART OF)
6. ZONING DISTRICT: AGRICULTURAL A-1
7. MINIMUM LOT SIZE: 1.000 ACRE
8. REFERENCE IS MADE TO HEALTH DEPARTMENT PERMIT NO. 05-160-0361 FOR PROPOSED DRAINFIELD.

LOT ASSIGNMENT TABLE

LOT	ACREAGE	LOT ASSIGN.	SOURCE
LARRY D. WEBB & JOYCE W. WEBB	24.852 AC. ±	4	TAX MAP

LOT REASSIGNMENT TABLE

LOT	ACREAGE	LOT ASSIGN.	SOURCE
PARCEL 1	2.461 AC. ±	1	THIS PLAT
REMAINING PROPERTY	22.391 AC. ±	3	THIS PLAT

LARRY D. WEBB & JOYCE W. WEBB

PLAT
SHOWING
FAMILY SUBDIVISION
FOR
LARRY D. WEBB &
JOYCE W. WEBB

LOCATED IN
RINER MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA
29 SEPTEMBER, 2005 SCALE 1" = 100'

Parcel ID: 030069

WEBB LARRY D WEBB JOYCE W
600 SMITH CREEK RD

Owners

Owner1 WEBB LARRY D
 Owner2 WEBB JOYCE W
 Mailing Address 600 SMITH CREEK RD
 Mailing Address2
 City, State, Zip CHRISTIANSBURG VA 24073

Parcel

Tax Map Number 107- A 26E
 Property Address 600 SMITH CREEK RD
 City, State, Zip CHRISTIANSBURG VA 24073
 Neighborhood Code MR346000
 Class Code/Description 5000/Ag/Undeveloped 20-99 Acres
 Use Code/Description 100/AGRICULTURAL LAND 20-99 ACRES
 Primary Zoning Code/Desc A1/AGRICULTURAL
 Restriction Code/Description 1 /
 Restriction Code/Description 2 /
 Restriction Code/Description 3 /
 Land Use Program NO
 Notes: 0684-0338 / STEEP DRIVE WAY
 Notes: PB 0015 0339, POOL IS INDOOR/MODULAR
 Notes: MOBILE HOME IS VACANT POND ON TRACT.
 Notes: -30% OF LAND IN FLOOD PLANE -10%
 Notes: 3
 Notes: 4

Legal Description

Legal Description 1 ELLIOTTS CREEK
 Legal Description 2
 Tax District Code/Description MR/RINER
 Deeded Acres 22.391
 Deed Book 2005
 Page 005295

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
12-MAY-2005	\$150,000	WEBB LARRY D	HAYNES MARGARET S	2005	005295
01-JAN-1990	\$33,000	HAYNES MARGARET S		0684	0338

Sale Details

1 of 2

Sale Date 12-MAY-2005
 Sale Key 63916
 Sale Price \$150,000.00
 Grantee WEBB LARRY D
 Grantor HAYNES MARGARET S
 Book 2005
 Page 005295
 Sale Type IMPROVED
 Sale Source D-DEED BARGIN SALE
 Sale Validity 19-NEW CONST RECENT UPGRADES NOT CAPTURED

Dwelling Description

Card 1
 Story Height 1.4
 Construction Code/Desc 6 / ALUMINUM/VINYL
 Style Code/Desc 10 / CAPE COD
 Year Built 2006
 Effective Year Built 2006
 Remodeled Year
 Total Rooms 5
 Bedrooms 2
 Full Baths 2
 Half Baths 1
 Additional Fixtures
 Total Fixtures 8
 Kitchen Remodeled
 Bathroom Remodeled
 Basement Code/Desc 2 / CRAWL
 Heating Code/Desc 4 / CENTRAL WITH AIR
 Heating Fuel Type Code/Desc 5 / ELECTRIC

Heating System Code/Desc	5 / HEAT PUMP
Attic Code/Desc	1 / NONE
Physical Condition Code/Desc	A / AVERAGE CONDITION
Square Footage of Living Areas	2,038
Unfinished Area SF/Value	/ \$0
Finished Basement - poor SF/Value	/ \$0
Finished Basement - avg SF/Value	/ \$0
Finished Basement - good SF/Value	/ \$0
Fireplace stacks/openings	/
Pre Fab Fireplace	
Bsmt Garage #Cars	
Misc Code/Desc/Value	// \$0
Misc Code/Desc/Value	// \$0
Notes1	
Notes2	
Grade Factor/Desc	23 / C+10
Additional Exterior Wall	
Roof Structure	GABLE
Roof Cover	COMPOSIT SHINGLE
Interior Wall 1	DRYWALL
Interior Wall 2	
Floor Code 1	HARDWOOD
Floor Code 1	
Structural Frame	WOOD

Condominium Data

Complex No.
Unit No.
Name
Level
Type
View

SFLA includes finished basement area

Outbuildings

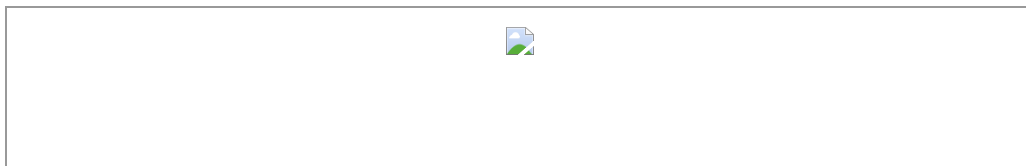
Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	PIC / PICNIC SHELTER/PAVILLION	1970	C	30	62	1860	1900
1	SFR / SHED-DETACHED FRAME	2000	C	14	14	196	1700
1	SFR / SHED-DETACHED FRAME	1970	D	12	40	480	900
1	GFR / GARAGE-DETACHED FRAME	2008	C	28	48	1344	39600
1	PTD / PATIO-DETACHED	2010	C	8	62	496	2400
2	HTU / HOT TUB	2010	C			1	2200
2	PVN / POOL-INGROUND VINYL	2010	C	30	12	360	7000
2	BPL / BARN-POLEBARN METAL	2018	C	25	42	1050	9700

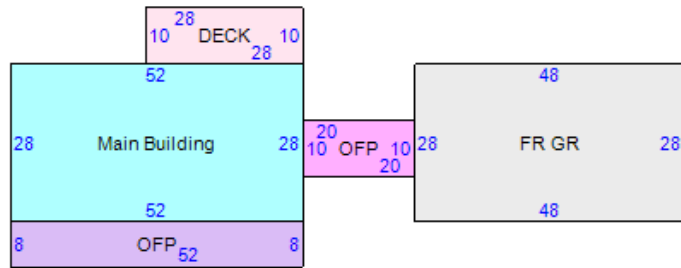
Assessed Values

Assessed Land	\$154,100
Assessed Buildings	\$354,500
Total Assessed Value	\$508,600
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2024 is 75 cents per \$100.





Item	Area
Main Building	1456
OFF - 11:OFF	200
FR GR - 13:FR GR	1344
DECK - 31:DECK	280
OFF - 11:OFF	416
PAVILLION - PIC:PICNIC SHELTER/PAVILLION	1860
DET.FRSHED - SFR:SHED-DETACHED FRAME	196
DET.FRSHED - SFR:SHED-DETACHED FRAME	480
DET.FR.GAR - GFR:GARAGE-DETACHED FRAME	1344
PATIO-DET - PTD:PATIO-DETACHED	496

Parcel ID: 121017

SHUMATE CELENA B WEBB
JOYCE W & LARRY D
SMITH CREEK RD

Owners

Owner1	SHUMATE CELENA B
Owner2	WEBB JOYCE W & LARRY D
Mailing Address	389 IVANHOE RD
Mailing Address2	
City, State, Zip	MAX MEADOWS VA 24360

Parcel

Tax Map Number	107- A 26E1
Property Address	SMITH CREEK RD
City, State, Zip	VA
Neighborhood Code	MR346000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	PB 2005015080
Notes:	BACK TRACT
Notes:	A/O
Notes:	
Notes:	
Notes:	

Legal Description

Legal Description 1	ELLIOTTS CREEK
Legal Description 2	
Tax District Code/Description	MR/RINER
Deeded Acres	2.461
Deed Book	2021
Page	010591

Sec 10-21 A-1 Agricultural District

1. *Purpose.* The A-1 Agricultural District is intended to preserve and enhance the rural, low density character and natural resources of the rural portions of the county where agriculture, forest and open space uses predominate, as well as to accommodate limited amounts of low density residential development that is generally not served by public water or wastewater systems.

This district is generally intended to apply to lands designated in the comprehensive plan as rural or resource stewardship areas. Land in this district is generally not intended to be served with public water or wastewater or to be in proximity to other public services.

2. *Qualifying lands.* Lands qualifying for inclusion in the A-1 zoning district shall be those within the current A-1 district on the date of adoption of this chapter and other lands within areas mapped as rural or resource stewardship in the comprehensive plan. Qualifying lands shall generally not include those served or planned to be served by public water or sewer service. The minimum area required to create a district shall be ten (10) acres of total contiguous land.
3. *Uses permitted by right.* The following uses are permitted by right, subject to compliance with all approved plans and permits, development and performance standards contained in this chapter, and all other applicable regulations:
 - a. Agriculture.
 - b. Agriculture, intensive.
 - c. Agriculture, small scale.
 - d. Amateur Radio Tower (subject to requirements of Section 10-41(20) of County Code).
 - e. Bed and Breakfast Inn.
 - f. Camp, Day.
 - g. Cemetery.
 - h. Church.
 - i. Clean earth fill area not exceeding an aggregate volume of fifteen thousand (15,000) cubic yards (subject to the requirements of subsection 10-41(22)).
 - j. Data Pole.
 - k. Dwelling, single-family.
 - l. Farm enterprise.
 - m. Fire, police and rescue stations.
 - n. Home occupation.
 - o. Manufactured (mobile) home, Class A or B.
 - p. Natural area.
 - q. Park, unlighted.
 - r. Pet, farm.
 - s. Pet, household.
 - t. Playground, unlighted.
 - u. Public use, public facility.

- v. Public utility lines, other; and public utility lines, water and sewer.
- w. Sawmill, temporary.
- x. School.
- y. Short-term Tourist Rental.
- z. Telecommunications tower, attached.
- aa. Veterinary practice, animal hospital.

4. *Uses permissible by special use permit.* The following uses may be permitted by the board of supervisors as special uses, subject to the requirements of this chapter and all other applicable regulations:

- a. Accessory structures that exceed the square footage or height of the principal structure when part of an application requesting a rezoning or other use permitted by a special use permit from the board of supervisors.
- b. Boarding house.
- c. Campground.
- d. Camp, overnight.
- e. Civic club.
- f. Contractor's storage yard.
- g. Country club.
- h. Country inn.
- i. Custom meat cutting, processing and packaging.
- j. Day care center.
- k. Disposal facility, landfill.
- l. Exploratory activities associated with extractive industries.
- m. Extractive industries and accessory uses including, but not limited to, the mining of minerals and the operation of oil and gas wells.
- n. Flea market (also subject to requirements of article VI of the County Code).
- o. Game preserve.
- p. Garden center.
- q. General store or specialty shop, provided gross floor area is two thousand (2,000) square feet or less.
- r. Golf course.
- s. Golf driving range.
- t. Grain mill, feed mill.
- u. Home business.
- v. Junkyard, automobile graveyard.
- w. Kennel, commercial (refer to use limitations in subsection (7)).
- x. Landfill (see Disposal facility).

- y. Livestock market.
- z. Mitigation bank.
- aa. Park, lighted.
- ab. Park and ride lot.
- ac. Playground, lighted.
- ad. Public utility plant, other.
- ae. Public utility substations.
- af. Public utility plant water or sewer (not including distribution or collection lines).
- ag. Recreational vehicle park.
- ah. Recycling collection points.
- ai. Repair shop, automotive (refer to use limitations in subsection (g)).
- aj. Restaurant, provided gross floor area is two thousand (2,000) square feet or less.
- ak. Rural resort.
- al. Sawmill.
- am. School of special instruction.
- an. Shooting range (as principal use or accessory to a gun shop). (Refer to use limitations in subsection (7)).
- ao. Slaughterhouse.
- ap. Solar energy system, community scale.
- aq. Solar energy system, utility scale.
- ar. Solid waste collection point.
- as. Stable, commercial.
- at. Stone engraving and sales.
- au. Structures, nonresidential, totaling in excess of twenty thousand (20,000) gross square feet.
- av. Structures over forty (40) feet in height.
- aw. Telecommunications facility, micro wireless.
- ax. Telecommunications facility, small cell.
- ay. Telecommunications tower, freestanding.
- az. Transition house.

Special uses. The following uses may be permitted by the board of zoning appeals as special uses, subject to the requirements of this chapter and all other applicable regulations:

- a. Accessory structures that exceed the square footage or height of the principal structure.
- b. Farm enterprise with less than forty (40) feet of public road frontage subject to the requirements of section 10-41(18)(g) of this Zoning Ordinance.

5. Lot requirements.

- a. *Minimum lot area.* One (1.0) acre.
- b. *Density.* In addition to the minimum required lot area defined above, the maximum gross density (total number of lots per parent parcel after subdividing) for residential development in the A-1 district shall be in accord with the following sliding scale:

<i>Parent Parcel Area</i>	<i>Total Lots Permitted on Parent Parcel</i>
Less than 1.0 acre	0 lots
Less than 2.0 acres	1 lot
Less than 3.0 acres	2 lots
3.0 to 10.0 acres	Up to 3 lots
More than 10.0 acres up to 30.0 acres	Up to 4 lots
More than 30.0 acres up to 50.0 acres	Up to 5 lots
More than 50.0 acres up to 70.0 acres	Up to 6 lots
More than 70.0 acres up to 90.0 acres	Up to 7 lots
More than 90.0 acres up to 110.0 acres	Up to 8 lots
More than 110.0 acres up to 130.0 acres	Up to 9 lots
More than 130.0 acres	One (1) additional lot for every 20 acres over 130 acres

All lots in the A-1 district are subject to the above sliding scale and all applicable regulations for on-site water supply and wastewater treatment, which may limit the number of lots permitted; except for green space (open space) lots and conservation easements, public utility, telecommunications towers or public water or sewer installation lots or similar which are not for habitation and which may be a minimum of ten thousand (10,000) square feet. Moreover, the board of supervisors may authorize the issuance of a special use permit for more lots than the total permitted by the sliding scale in situations where a family subdivision conflicts with the sliding scale.

- c. *Clustering of permitted lots between parent parcels.* A landowner with several contiguous parent parcels may cluster the number of permitted lots from any one parent parcel to any other contiguous parent parcel provided the landowner merges the two (2) contiguous parent parcels into one (1) parcel by vacating the boundary line and all other lot requirements under this subsection (5) are met.
- d. *Lot access.* Lots shall be accessed from a road in the Virginia Department of Transportation (VDOT) system or from a hard-surfaced private street designed by a professional engineer to meet current VDOT subdivision street requirements with one exception. Under the exception, one lot divided from any parent parcel may be served by a private access easement at least forty (40) feet in width.

- e. *Maximum coverage.* No more than twenty (20) percent of any lot shall be covered by buildings and no more than thirty (30) percent of any lot shall be covered by impervious surfaces.
- f. *Minimum width.* One hundred twenty (120) feet at the minimum setback line of the front yard. Frontage requirements for family subdivisions and public utility or public water or sewer installation lots shall be in accord with the Montgomery County Subdivision Ordinance.
- g. *Maximum length/width ratio.* Five to one (5:1) for any lot less than twenty (20) acres in area.

6. *Building requirements.*

a. *Minimum yards:*

- i. *Front.* Forty (40) feet (also refer to additional setback requirements pertaining to residential uses near intensive agricultural operations, section 10-41(16)).
- ii. *Side.* Fifteen (15) feet for each principal structure.
- iii. *Rear.* Forty (40) feet.
- iv. *Accessory buildings.* No accessory building may be located closer than ten (10) feet to a side or rear lot line.

- b. *Maximum building height.* No building or structure, except for exempted structures provided for in section 10-2(5)(b) of this chapter, shall exceed forty (40) feet in height, as defined, except by special use permit and that for every one (1) foot above forty (40) feet, the building or structure shall be set back an additional two (2) feet up to a maximum of one hundred (100) feet.

7. *Use limitations.*

- a. *Repair shop, automotive.* All work must be conducted within a completely enclosed building and the shop shall be at least three hundred (300) feet from any residential zoning district or existing dwelling, other than the owner's dwelling.
- b. *Kennels.* No principal or accessory use or structure shall be within five hundred (500) feet of an existing dwelling, other than the owner's dwelling, nor within three hundred (300) feet of any adjacent lot.
- c. *Shooting ranges.* Shooting ranges shall not operate between 10:00 p.m. and 7:00 a.m.

(Ord. No. 1999-12, §§ 2-100—2-107, 12-13-99; Ord. No. 2001-03, 2-12-01; Ord. No. 2001-08, 6-11-01; Ord. No. 2001-11, 9-24-01; Ord. No. 2002-08, 6-10-02; Ord. No. 2003-08, 6-9-03; Ord. No. 2003-14, 7-28-03; ORD-FY-05-19, 12-13-04; ORD-FY-07-14, 12-18-06; ORD-FY-08-09, 9-10-07; ORD-FY-08-16, 11-14-07; ORD-FY-09-11, 2-9-09; ORD-FY-10-23, 4-12-10; ORD-FY-14-12, 10-16-13; ORD-FY-14-13, 10-16-13; ORD-FY-16-04, 8-24-15; ORD-FY-17-06, 9-12-16; ORD-FY-17-08, 10-11-16; Ord. No. ORD-FY-18-04, 9-11-17)

HISTORY

Amended by Ord. [FY-21-13](#) Data Pole on 9/28/2020

Amended by Ord. [FY-21-18](#) remove square footage limitations for repair shop, automotive on 2/22/2021

Amended by Ord. [FY-21-19](#) add mitigation bank on 2/22/2021

Amended by Ord. [FY 23-02](#) on 7/25/2022

Amended by Ord. [FY 2024-15](#) Solar Energy System on 2/26/2024

THIS DEED is made this 12th day of May, 2005, by and between **MARGARET HAYNES FISHER** also known as **MARGARET FRANCES FISHER** previously known as **MARGARET S. HAYNES**, as Grantor; and **LARRY D. WEBB** and **JOYCE W. WEBB**, as husband and wife, as tenants by the entirety with the right of survivorship as at common law, as Grantees;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey, with General Warranty and Modern English Covenants of Title, unto the said Grantees, as tenants by the entirety with the right of survivorship as at common law, all that certain lot or parcel of land with all the easements and appurtenances thereunto belonging or in anywise appertaining thereto, situate, lying and being in the Riner Magisterial District of the County of Montgomery, Virginia, and as more particularly described as follows:

BEING all that certain parcel containing 25.1628 acres, as shown on the map entitled "HAROLD V. JOHNSON 25.1628 ACRES RINER MAG. DIST. MONTGOMERY COUNTY, VA." dated August 20, 1985, prepared by David B. Scott, C.L.S., designated as Job No. 4601, a copy of which map is recorded in the Circuit Court Clerk's Office of the County of Montgomery, Virginia in Plat Book 15, page 339, and which reference is hereby made for a more accurate description of the property herein conveyed. Tax Map #107-A 26E.

SAVE AND EXCEPT THERE FROM that portion of property conveyed to the Commonwealth of Virginia under Certificate to Take in instrument recorded January 6, 1994 of record in Deed Book 823, page 772 and in the Order entered September 14, 2000 of record in Deed Book 1142, page 205.

AND BEING the property acquired by Margaret S. Haynes by Deed dated July 20, 1990, from Harold V. Johnson and of record in the aforesaid Clerk's Office in Deed Book 684, page 338. Margaret S. Haynes, was also known as Margaret Frances Fisher Haynes, and was

GAIL COOK DEVILBISS
ATTORNEY AT LAW
POST OFFICE BOX 3562
RADFORD, VIRGINIA 24143
(540) 639-4056

the respondent in a Final Decree of Divorce entered in the Montgomery County Circuit Court on December 14, 1992, and recorded in Deed Book 773, page 521, and wherein said Decree the Court did allow by name change order, the aforesaid party to resume her maiden name of Margaret Frances Fisher as set forth therein.

This conveyance is made subject to all reservations, restrictions, easements and agreements of record to the extent that they may lawfully apply to the property herein conveyed.

WITNESS the following signatures and seals:

 (SEAL)
MARGARET HAYNES FISHER

ALSO KNOWN AS

 (SEAL)
MARGARET FRANCES FISHER

FORMERLY KNOWN AS

 (SEAL)
MARGARET S. HAYNES

STATE OF VIRGINIA

CITY OF RADFORD, to-wit:

The foregoing instrument was acknowledged before me this 16th day of May, 2005, by Margaret Haynes Fisher also known as Margaret Frances Fisher formerly known as Margaret S. Haynes.

My commission expires: April 30, 2006


Notary Public

I was commissioned as Nancy E. Vaughn

INSTRUMENT #2005005295
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
16 2005 AT 12:57PM
\$75.00 GRANTOR TAX WAS PAID AS
REQUIRED BY GEN. STAT. OF THE VA. CODE
\$75.00
ALAN C. BURKE, CLERK
RECORDED BY: DW

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of July 25th, 2024, between Larry D Webb, Joyce W Webb, and Celena Freeman, owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____

(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

1. Real Property. Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Montgomery, Virginia, and described as:

2. Legal Description –

1. Tax ID 107-A 26E; Parcel ID: 030069; Deed 2005; Page 005295;
Consisting of +/- 22.391 acres and improvements

2. Tax ID 107-A 26E1; Parcel ID: 121017; Deed 2021; Page 010591;
Consisting of +/- 2.461 acres and improvements

More Commonly Known As – 600 Smith Creek Rd., Christiansburg, VA 24073

3. Purchase Price. The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

4. Deposit. Purchaser has made a deposit with the Auction Company, of \$10,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before September 9th, 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

6. Required Disclosures.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

Seller's Initials _____

Purchaser's Initials _____

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Notice of Principal Residence.** Purchaser does _____ or does not _____ intend to occupy the Property as Purchaser's principal residence.

(f) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of

Seller's Initials _____

Purchaser's Initials _____

Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 2006 and lead base paint disclosures do not apply.

(h) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

7. **Standard Provisions.**

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

Seller's Initials _____

Purchaser's Initials _____

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

Larry D. Webb (Seller) Date

Joyce W. Webb (Seller) Date

Celena Freeman (Seller) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____