



**Blue Ridge Land  
& Auction Co., Inc**

## TERMS OF AUCTION

**AUCTION FOR** – Pearl Drewry Estate, Deborah Cox Executor

**AUCTION LOCATION** – Grove Hill Road, Fincastle VA 24090

**Directions.** From Roanoke take Interstate 81 North. Take the Daleville / Fincastle exit 150 B. Stay in the right lane off the exit ramp to take a right onto Highway 220 North (Cloverdale Road / Roanoke Road) towards Daleville and Fincastle VA. Just before you get to Fincastle Town Limits take a left onto West Main Street / Blacksburg Road (Route # 630 at Leonardo's Pizza). Take first right onto Grove Hill Road. Property is approximately 3 miles down Grove Hill Road.

**AUCTION DATE** –SATURDAY, OCTOBER 1st, 2016 @ 10AM. ONLINE BIDDING AVAILABLE

**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 Deborah Cox , Executor of the Pearl Drewry Estate “Seller” to offer to sell at public auction certain real property located in Botetourt County VA and described below.

**Parcel # 1 – 4.392 Acres; Portion of Tax Map # 60-5A; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

**Parcel # 2 – 3.535 Acres; Tax Map # 60-8; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

**Parcel # 3 – 51.35 Acres; Portion of Tax Map # 60-5A; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

**Parcel # 4 – 51.35 Acres; Portion of Tax Map # 60-5A; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

**AGENCY DISCLOSURE** – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COLLUSION** – Bid-rigging is a federal felony punishable by imprisonment and fine. Auctioneer will report all suspected, illegal conduct to the F.B.I and cooperate with any investigation and prosecution

**COPYRIGHT FOR AUCTION** – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**DUE DILIGENCE** – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively “Property Issues”). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to updated any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** – Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered **“AS IS, WHERE IS, WITH ALL FAULTS.”** To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**BIDDER REGISTRATION** – Auctioneer may refuse to register or expel any person who is disruptive, noncompliant, or previously caused a problem of any kind for Seller or Auctioneer. The requirements for Bidder registration may be waived by Auctioneer with respect to any Bidder, without waiving same for any other Bidder. By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

**AUCTION METHOD** – Auction will be “Subject to Seller Confirmation” and conducted on – site on Grove Hill Road, Fincastle VA 24090 with online bids being considered while auction is online and until live bids are complete and with live bids being considered starting at approximately **10am EDT on Saturday October 1st, 2016**. Final high bid will be the Contract Price. Purchaser will be required to sign a Contract of Purchase, where the final Contract Price will be the final bid.

Purchaser will be required to make a 10% Earnest Money Deposit (Calculated as 10% of Contract Price) and close within 45 days.

**OFFERING AND GROUPING** – Each Tract, Parcels # 1 through # 4 will be offered individually first. Grouping will be offered with a 5% increase. For example, if the sum of all four tracts equals \$500,000 then the starting bid for all four tracts will be \$525,000. In order to group, a bidder must be the high bidder on at least one tract. Grouping will not be allowed where an upset bid takes a single tract from another bidder leaving a bidder with only a portion of what they are the high bidder on. Grouping requests will need to include all tracts of another high bidder. For example, if Bidder # 1 groups Parcels # 1 and # 2, Bidder # 2 will not be able to group Parcels # 2 and # 3 only. Bidder # 2 will be required to group Parcels #1, #2, and #3 so that Bidder # 1 will not be left with Tract # 1 only. Online Bidders may be required to bid by phone for grouping.

**SALE CONTRACT** – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. This is a cash sale and not contingent upon any matter, including Buyer obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties' rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 45 days following the Auction.

**EARNEST MONEY DEPOSIT** – Purchaser will be required to make 10% Earnest Money Deposit on October 8th, 2016. The 10% Earnest Money Deposit is calculated as 10% of final Contract Price which is the high and final bid. The Earnest Money Deposit shall be made with certified funds, good check, or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

**TITLE** - At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of Special 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.

**RELEASE FOR USE** – Bidders, Buyers, and other persons present at the Auction (collectively “Attendees”) are advised that Auctioneer and its agents, contractors, employees, and/or representatives may record the Auction related matter, and Attendees through audiotape, photography, motion pictures, and/or videotape for advertising, marketing, promotion, publicity, record, and/or trade purposes, and in consideration of being allowed to attend the Auction, Attendees unconditionally and irrevocably agree that their images and voices may be so recorded and used by Auctioneer in all types of media without territorial, time, or use limitation, and without compensation being owed or paid to Attendees by Auctioneer or Seller.

**DISPUTE RESOLUTION** – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation.

Any action must be commenced within two (2) years from the date when the cause of action accrues or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of

income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Botetourt in the State of Virginia.

**MISCELLANEOUS** – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer’s written revision or announcement at the Auction.



RECORD MERIDIAN  
 PLAT BOOK 24, PAGE 27

T.M. 60-22  
 P.C. HUFF TRUST  
 INSTR. NO. 03000275

T.M. 60-9  
 WILLIAM D. WATSON  
 INSTR. NO. 100002394  
 2994 GROVE HILL RD.

T.M. 59-49  
 DONALD L. & RUTH C. MARCUM  
 INSTR. NO. 030009204  
 3063 GROVE HILL RD.

T.M. 59-50A  
 MICHAEL J. & KRISTINE R. SCANLAN  
 INSTR. NO. 03004759  
 8555 GROVE HILL RD.

T.M. 59-50B  
 RONALD L. & MARIE B. TYREE  
 INSTR. NO. 010004711  
 374 SPRING BRANCH LN.

T.M. 59-54  
 RONALD L. & MARIE B. TYREE  
 INSTR. NO. 050001509  
 374 SPRING BRANCH LN.

T.M. 59-54  
 RONALD L. & MARIE B. TYREE  
 INSTR. NO. 050001509  
 374 SPRING BRANCH LN.

L=162.89'  
 R=536.97'  
 Δ=17°22'52"  
 C LEN=162.27'  
 BRG=S 36°54'12" E

L=59.02'  
 R=25.00'  
 Δ=135°16'11"  
 C LEN=46.24'  
 BRG=N 64°06'28" E

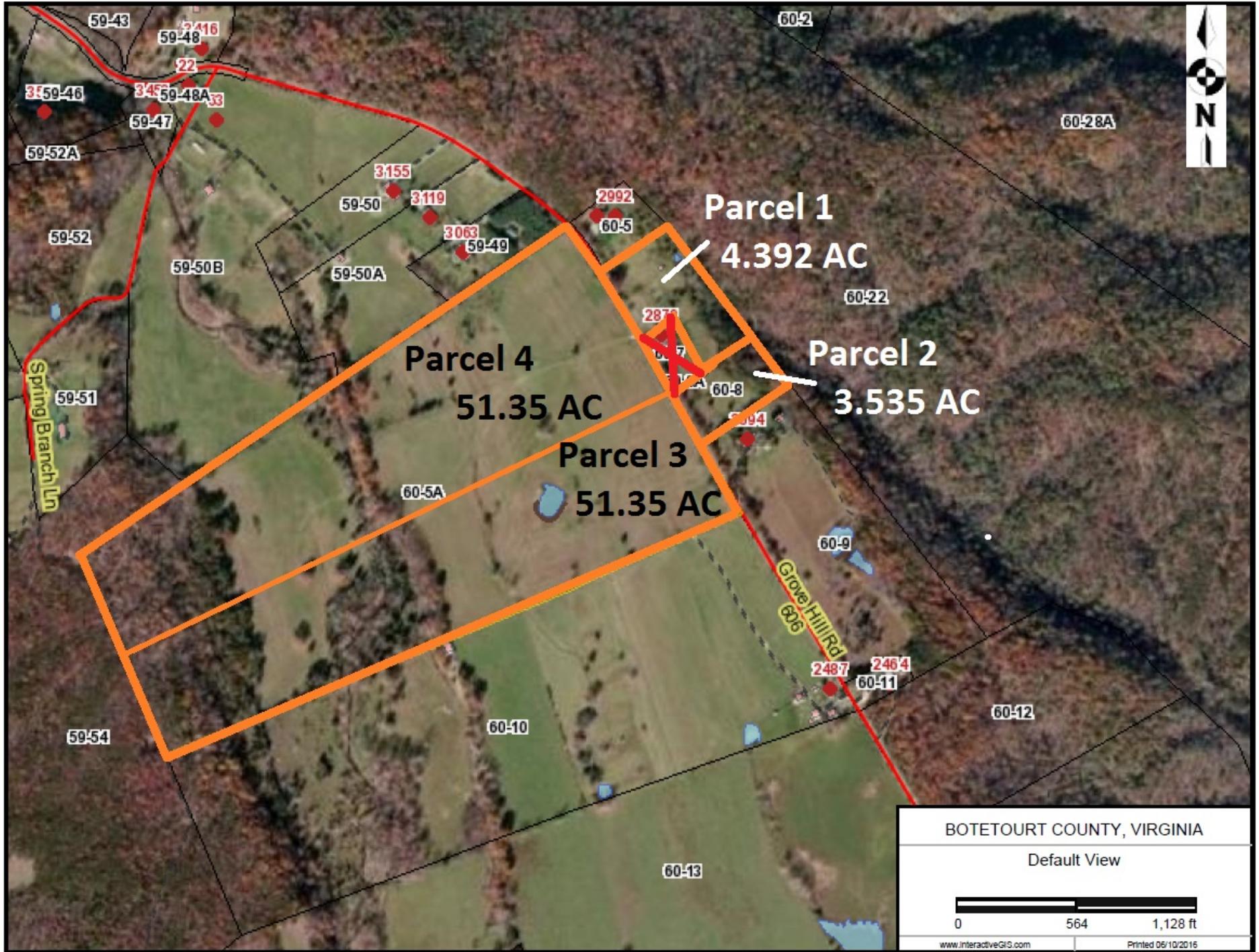


LINE	BEARING	DISTANCE
L1	S 28°12'48" E	139.35'
L2	S 27°21'23" E	171.75'
L3	S 26°54'57" E	10.45'
L4	S 26°54'57" E	190.80'
L5	S 26°30'37" E	175.40'
L6	S 26°41'32" E	12.66'
L7	S 26°45'46" E	157.04'
L8	S 26°56'57" E	103.03'
L9	S 27°41'40" E	15.88'
L10	S 27°41'40" E	182.74'
L11	S 27°47'43" E	139.65'
L12	S 27°10'54" E	83.46'
L13	S 27°15'07" E	181.53'
L14	N 57°39'00" E	223.42'
L15	S 61°29'53" W	216.67'
L16	N 58°43'07" W	101.32'
L17	N 44°09'41" W	62.55'
L18	S 03°31'38" E	161.35'



This is to certify that on XX 11, 2016  
 I made an accurate survey of the premises  
 shown hereon and that there are no  
 easements or encroachments visible on the  
 ground other than as shown hereon.

DATE: 7-21-16
REVISED:
SCALE: 1" = 200'
TAX MAP: 60-5A & 60-8
ZONING: A1
PRECISION: 1:20,000+
DRAWN BY: R.J.B.
CHEK'D BY: R.F.P.

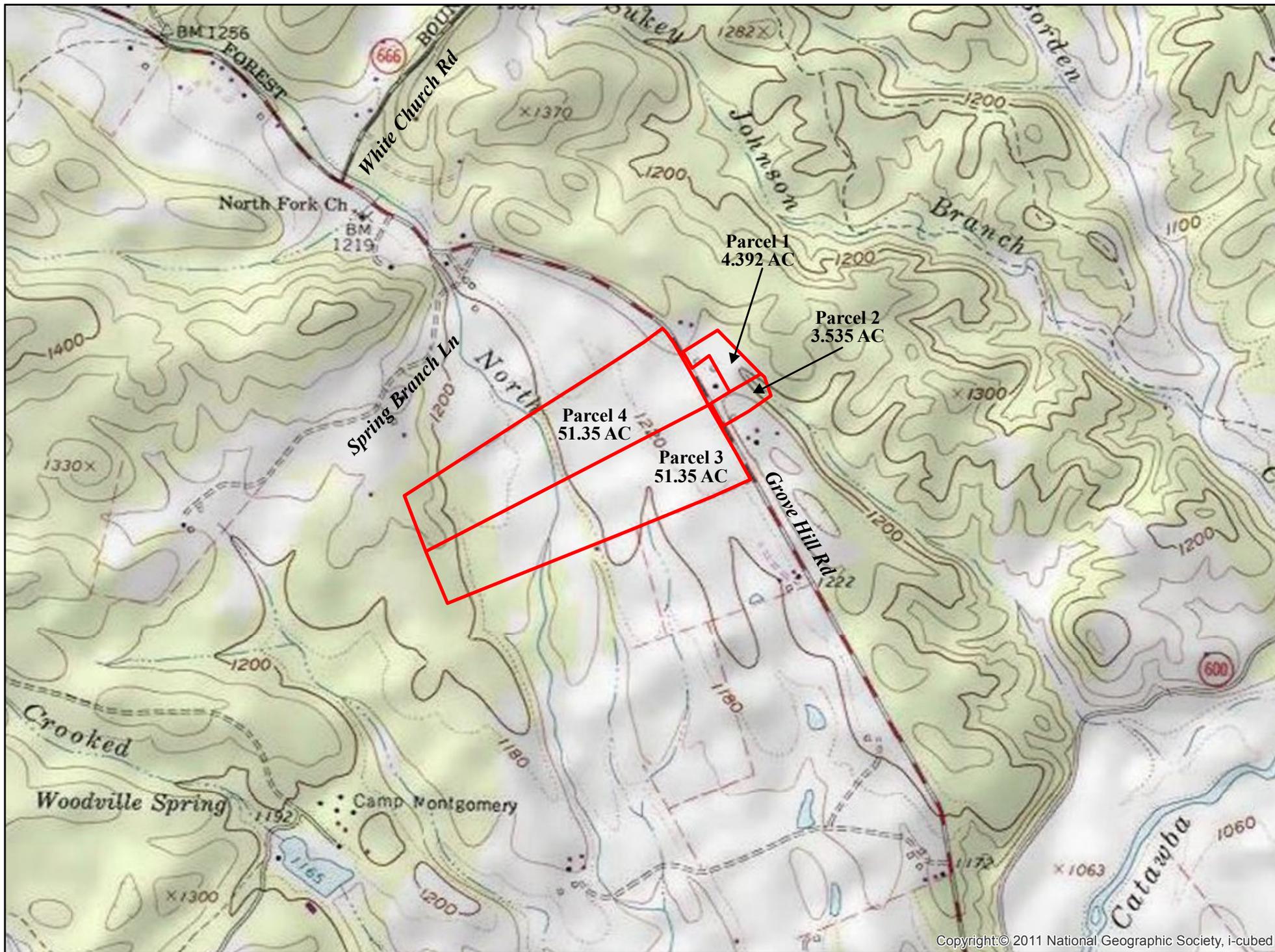


BOTETOURT COUNTY, VIRGINIA

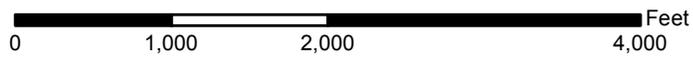
Default View



www.interactiveGIS.com | Printed 06/10/2016



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# Environmental Concepts, LLC

1684 Magnolia Dr., Bedford, VA 24523  
 Phone: 804-467-4480, 540-815-2954 Fax: 540-587-8706

## AOSE Report For Subdivision Approval

Location of Property:	Lot <u>1</u> Section _____ Subdivision _____ Botetourt County GPIN or Tax Map # _____ 60-5A part _____ Latitude/Longitude _____
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Applicant or Client and Address:	Prepared By AOSE(name and address):
Estate of Pearl M. Drewry	<u>Clifton D. Overstreet #1104</u>
2655 Southwoods Dr.	<u>1684 Magnolia Dr.</u>
Roanoke, VA 24018	<u>Bedford, VA 24523</u>

Date of Report: <u>August 24, 2016</u>	AOSE/PE Job Number: _____
Revision Date: _____	Health Dept. ID. No.: _____

Contents/ Index of this Report:

1. AOSE Cover Sheet	4. Soil Profile		
2. Soil Information Summary	5. site sketch		
3. Abbreviated Design Primary/Reserve	6. Well Addendum		

Certification Statement(s)

<p>I hereby certify that the evaluation and/or designs contained herein were conducted in accordance with the Sewage Handling and Disposal Regulations (12 VAC5-610), the Private Well Regulations (12 VAC5-615), and other applicable policies of the Virginia Department of Health. Furthermore, I certify that my evaluation and/or design contained herein complies with all applicable laws, regulations and policies implemented by the Virginia Department of Health. The work attached to this cover page has been conducted under an exemption to the practice of engineering. Code of VA 54.1-402.A.11</p> <p>I recommend a Subdivision Approval be _____ approved</p>	
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**Environmental Concepts, LLC****1684 Magnolia Dr. Bedford, VA 24523****PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706****A.O.S.E. #1104****DATE:** August 24, 2016**SUBMITTED TO:** Botetourt County Health Department**APPLICANT:** The Estate of Pearl M. Drewry  
2655 Southwoods Dr.  
Roanoke, VA 24018**LOCATION:** Parcel 1; 4.392 acres on Grove Hill Rd.; Botetourt County, Virginia**PROPOSED USE:** New Single Family Residence  
2 Bedroom (300 gallons/day), Termite treated, no basement**WATER SUPPLY:** New Private Class III B Well, Deep Drilled**PROPOSED INSTALLATION:** New Type II, In-Ground Shallow placed Advanced Pretreatment  
Drainfield System

(TL-3Advanced Pretreatment to drip dispersal)

**SOIL INFORMATION SUMMARY:**

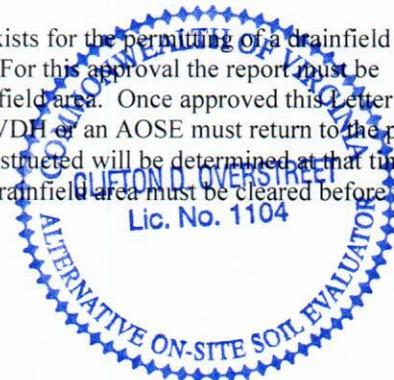
Parent Material: Soils are residual, weathered rocks of the Piedmont Physiographic Province.

Position in landscape satisfactory: Yes  No .Description of landscape: Upland sideslope, linear-linear topo, Grassy Field Sideslope.Slope: 9% Depth to Cr or rock: 22"Depth to impervious strata (    ):   Depth to Redox mottles: 20 in. Depth to Chroma 2 mottles: N/A in.Free water present: Yes  No  Range N/A in.Soil percolation rate: 75 min/in. ( Estimated ). Texture Group: III.

Site Evaluated By: Doug Overstreet/ AOSE #1104 Date of Evaluation: August 15, 2016

**WATER SUPPLY CONSTRUCTION SPECIFICATIONS:**Proposed Water Supply: Class IIIB Cased: 50'+ Grouted: 50'+

**This is not a Drainfield Construction Permit.** This report is to certify that an area exists for the permitting of a drainfield and well. This report is valid only if presented to the local VDH office for their approval. For this approval the report must be accompanied by an application, fee and stamped plat showing the survey located drainfield area. Once approved this Letter of Certification does not expire and is transferable. When the permit is needed the local VDH or an AOSE must return to the property to complete the design. The actual type and design of the drainfield and well to be constructed will be determined at that time, based on site conditions and the regulations current during that visit. If the proposed drainfield area must be cleared before the permit has been issued, follow the provided clearing instructions.



# **Environmental Concepts, LLC**

**1684 Magnolia Dr. Bedford, VA 24523**

**PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706**

**A.O.S.E. #1104**

**LOCATION:** Parcel 1; 4.392 acres on Grove Hill Rd.; Botetourt County, Virginia

## **ABBREVIATED DESIGN INFORMATION:**

**Proposed Primary Drainfield:** Type II, In-Ground Shallow Placed TL-3 treatment to Drainfield System  
(e.g. Advantex to drip dispersal)

Soil percolation rate: 75 min/in. ( Estimated ). Texture Group: III .

Separation distance required: 18 in. Limiting depth ( Chroma II ): 20 in.

LPD for Perc Rate / 3 / # of BR =  $375 \times 3 \times 2 = 2250$  sq. ft

**Depth from ground surface to bottom of trench:** 4 in.

Total square ft. required for drainfield: 2 bedroom = 2250 sq. ft.

Design layout for primary drainfield:

Area needed for design: 30' x 80' (2400 sq. ft.)

Area documented: 50' x 80' (4000 sq. ft.)

**Proposed Reserve Drainfield:** Type II, In-Ground Shallow Placed TL-3 treatment to Drainfield System  
(e.g. Advantex to drip dispersal)

50% reserve Area

Soil percolation rate: 75 min/in. ( Estimated ). Texture Group: III .

Separation distance required: 18 in. Limiting depth ( Chroma II ): 20 in.

LPD for Perc Rate / 3 / # of BR =  $375 \times 3 \times 2 = 2250$  sq. ft

**Depth from ground surface to bottom of trench:** 4 in.

Total square ft. required for drainfield: 2 bedroom = 2250 sq. ft. (50%= 1125 sq. ft.)

Design layout for primary drainfield:

Area needed for design: 14.06' x 80' (1125 sq. ft.)

Area documented: 50' x 80' (4000 sq. ft.)



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## SOIL PROFILE :

HOLE# NAME	HORIZON	DEPTH INCHES	DESCRIPTION OF SOIL CHARACTERISTICS	TEXTURE GROUP
#1-1	A	0-3	7.5YR 3/4 Dark Brown; sandy loam	II
CDO	B	3-22	7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown and 10YR 5/6 yellowish brown; clay loam	III
	BC	22-24	7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown and 10YR 5/6 yellowish brown with 7.5YR 6/1 gray mottles; clay loam	III
		24	Hole terminated on Rock	
#1-2	A	0-3	7.5YR 3/4 Dark Brown; sandy loam	II
CDO	B	3-22	7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown and 10YR 5/6 yellowish brown; clay loam	III
	BC	22-24	7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown and 10YR 5/6 yellowish brown with 7.5YR 6/1 gray mottles; clay loam	III
		24	Hole terminated on Rock	
#1-3	A	0-3	7.5YR 3/4 Dark Brown; sandy loam	II
CDO	B	3-20	7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown and 10YR 5/6 yellowish brown; clay loam	III
	BC	20-22	7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown and 10YR 5/6 yellowish brown with 7.5YR 6/1 gray mottles; clay loam	III
		22	Hole terminated on Rock	



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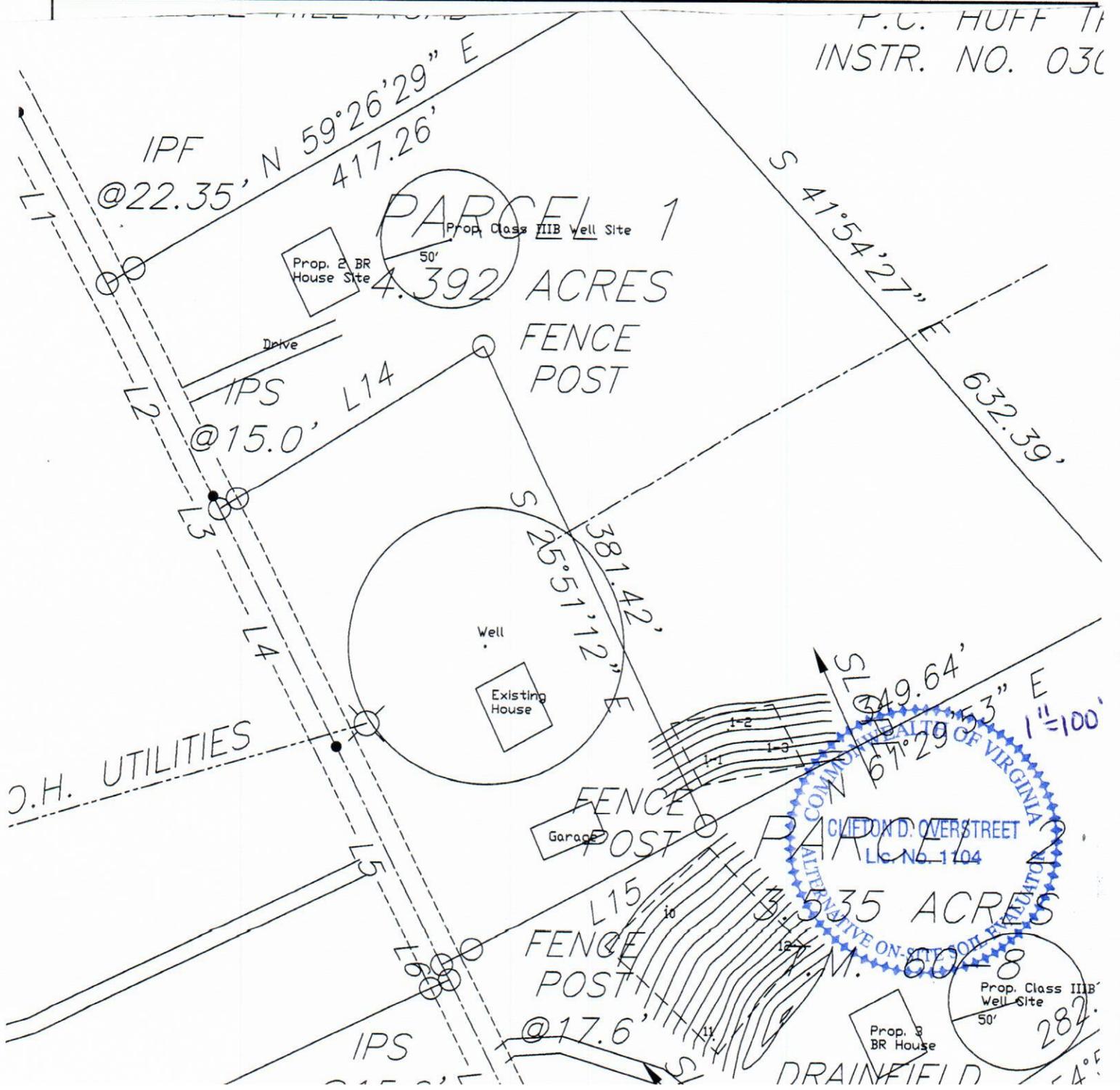
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A.O.S.E. #1104

LOCATION: Parcel 1; 4.392 acres on Grove Hill Rd.; Botetourt County, Virginia

## SITE SKETCH:

Included on this site sketch are existing and/or proposed property lines, primary and reserve drainfield area, proposed building location, driveway, well and soil evaluation borings with an accuracy of +/- three feet. As well as any observed existing structures, wells, or drainfields within 200'+ of the proposed area. All natural geographic features such as drainways, springs, gulleys, etc. that would impact the site evaluation are also included. Any feature not shown on the site sketch were either not observed, did not pertain to this evaluation, or do not exist.



**Addendum to AOSE/PE Certification Statement  
For Private Well Construction Permit**

Instructions: Please check one box in 1-3 below. Statement templates for item #2 and #3 are on the following pages.

The proposed well site shown herein,

- 1. Is located a minimum of 50 feet from all property lines.
- 2. Is located within 50 feet of the adjacent property line(s) but I have determined that the adjacent property is not used for an agricultural operation.
  - i. Written affirmation from the adjacent property owner(s) that their property is not used for an agricultural operation.
  - ii. Other confirmation that land use is not an agricultural operation, please describe:
- 3. Is located within 50 feet of an adjacent property line where the property is used for an agricultural operation. For confirmation, I have attached the appropriate documentation pursuant to § 32.1-176.5:2 of the *Code of Virginia*. (check one below)
  - i. Written permission from the adjacent property owner(s) for the well construction.
  - ii. I certify that no other site on the property complies with the Board's Regulations for the construction of a private well.





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PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706

A.O.S.E. #1104

**DATE:** August 24, 2016

**SUBMITTED TO:** Botetourt County Health Department

**APPLICANT:** The Estate of Pearl M. Drewry  
2655 Southwoods Dr.  
Roanoke, VA 24018

**LOCATION:** Parcel 2; 3.535 acres on Grove Hill Rd.; Botetourt County, Virginia

**PROPOSED USE:** New Single Family Residence  
3 Bedroom (450 gallons/day), Termite treated, no basement

**WATER SUPPLY:** New Private Class III B Well, Deep Drilled

**PROPOSED INSTALLATION:** New Type II, In-Ground Shallow placed Advanced Pretreatment Drainfield System

(TL-3 Advanced Pretreatment to drip dispersal)

## SOIL INFORMATION SUMMARY:

Parent Material: Soils are residual, weathered rocks of the Piedmont Physiographic Province.

Position in landscape satisfactory: Yes  No .

Description of landscape: Upland sideslope, linear-linear topo, Grassy Field Sideslope.

Slope: 16% Depth to Cr or rock: 24"

Depth to impervious strata (    ):   

Depth to Redox mottles: 24 in. Depth to Chroma 2 mottles: N/A in.

Free water present: Yes  No  Range N/A in.

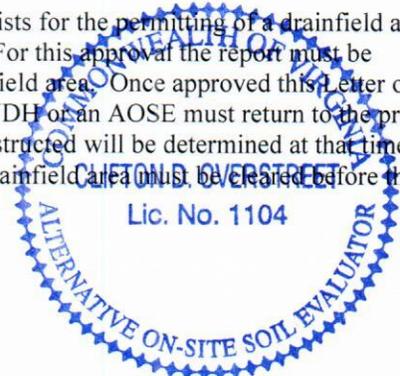
Soil percolation rate: 70 min/in. ( Estimated ). Texture Group: III.

Site Evaluated By: Doug Overstreet/ AOSE #1104 Date of Evaluation: August 1, 2016

## WATER SUPPLY CONSTRUCTION SPECIFICATIONS:

Proposed Water Supply: Class IIIB Cased: 50'+ Grouted: 50'+

**This is not a Drainfield Construction Permit.** This report is to certify that an area exists for the permitting of a drainfield and well. This report is valid only if presented to the local VDH office for their approval. For this approval the report must be accompanied by an application, fee and stamped plat showing the survey located drainfield area. Once approved this Letter of Certification does not expire and is transferable. When the permit is needed the local VDH or an AOSE must return to the property to complete the design. The actual type and design of the drainfield and well to be constructed will be determined at that time, based on site conditions and the regulations current during that visit. If the proposed drainfield area must be cleared before the permit has been issued, follow the provided clearing instructions.



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A.O.S.E. #1104

LOCATION: Parcel 2; 3.535 acres on Grove Hill Rd.; Botetourt County, Virginia

## ABBREVIATED DESIGN INFORMATION:

**Proposed Primary Drainfield:** Type II, In-Ground Shallow Placed TL-3 treatment to Drainfield System  
(e.g. Advantex to drip dispersal)

Soil percolation rate: 70 min/in. ( Estimated ). Texture Group: III .

Separation distance required: 12 in. Limiting depth ( Chroma II/rock ): 24 in.

LPD for Perc Rate / 3 / # of BR = 359 sq. ft. x 3 x 3 = 3231 sq. ft

**Depth from ground surface to bottom of trench:** 4 in.

Total square ft. required for drainfield: 3 bedroom = 3231 sq. ft.

Design layout for primary drainfield:

Area needed for design: 33' x 100' (3300 sq. ft.)

Area documented: 100' x 100' (10000 sq. ft.)

**Proposed Reserve Drainfield:** Type II, In-Ground Shallow Placed TL-3 treatment to Drainfield System

(e.g. Advantex to drip dispersal) 100 % Reserve Area

Soil percolation rate: 70 min/in. ( Estimated ). Texture Group: III .

Separation distance required: 12 in. Limiting depth ( Chroma II/rock ): 24 in.

LPD for Perc Rate / 3 / # of BR = 359 sq. ft. x 3 x 3 = 3231 sq. ft

**Depth from ground surface to bottom of trench:** 4 in.

Total square ft. required for drainfield: 3 bedroom = 3231 sq. ft.

Design layout for reserve drainfield:

Area needed for design: 33' x 100' (3300 sq. ft.)

Area documented: 100' x 100' (10000 sq. ft.)



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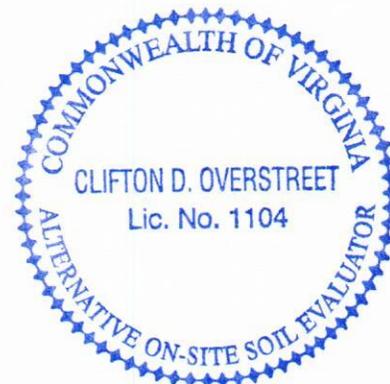
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**A.O.S.E. #1104**

**LOCATION:** Parcel 2; 3.535 acres on Grove Hill Rd.; Botetourt County, Virginia

**SOIL PROFILE :**

HOLE# NAME	HORIZON	DEPTH INCHES	DESCRIPTION OF SOIL CHARACTERISTICS	TEXTURE GROUP
#10 CDO	A	0-3	7.5YR 3/4 Dark Brown; sandy loam	II
	B	3-30	7.5YR 5/6 strong brown grading to 5YR 5/6 yellowish red; clay loam	III
	BC	30-35	5YR 5/6 yellowish red with 7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown ; clay loam	III
	BCx	35-37	5YR 5/6 yellowish red with 7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown with 7.5YR 6/1 gray mottles; clay loam rock controlled with shale	III
#11 CDO	A	0-4	7.5YR 3/4 Dark Brown; sandy loam	II
	B	4-24	7.5YR 5/6 strong brown grading to 5YR 5/6 yellowish red; clay loam	III
	BC	24-34	5YR 5/6 yellowish red with 7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown ; slightly compact; clay loam	III
	BCx	34-37	5YR 5/6 yellowish red with 7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown with 7.5YR 6/1 gray mottles; clay loam rock controlled with shale	III
#12 CDO	A	0-3	7.5YR 3/4 Dark Brown; sandy loam	II
	B	3-24	7.5YR 5/6 strong brown grading to 5YR 5/6 yellowish red; clay loam	III
	BCx	24-30	5YR 5/6 yellowish red with 7.5YR 5/6 strong brown mottled with 7.5YR 5/3 brown with 7.5YR 6/1 gray mottles; clay loam rock controlled with shale	III



# Environmental Concepts, LLC

1684 Magnolia Dr. Bedford, VA 24523

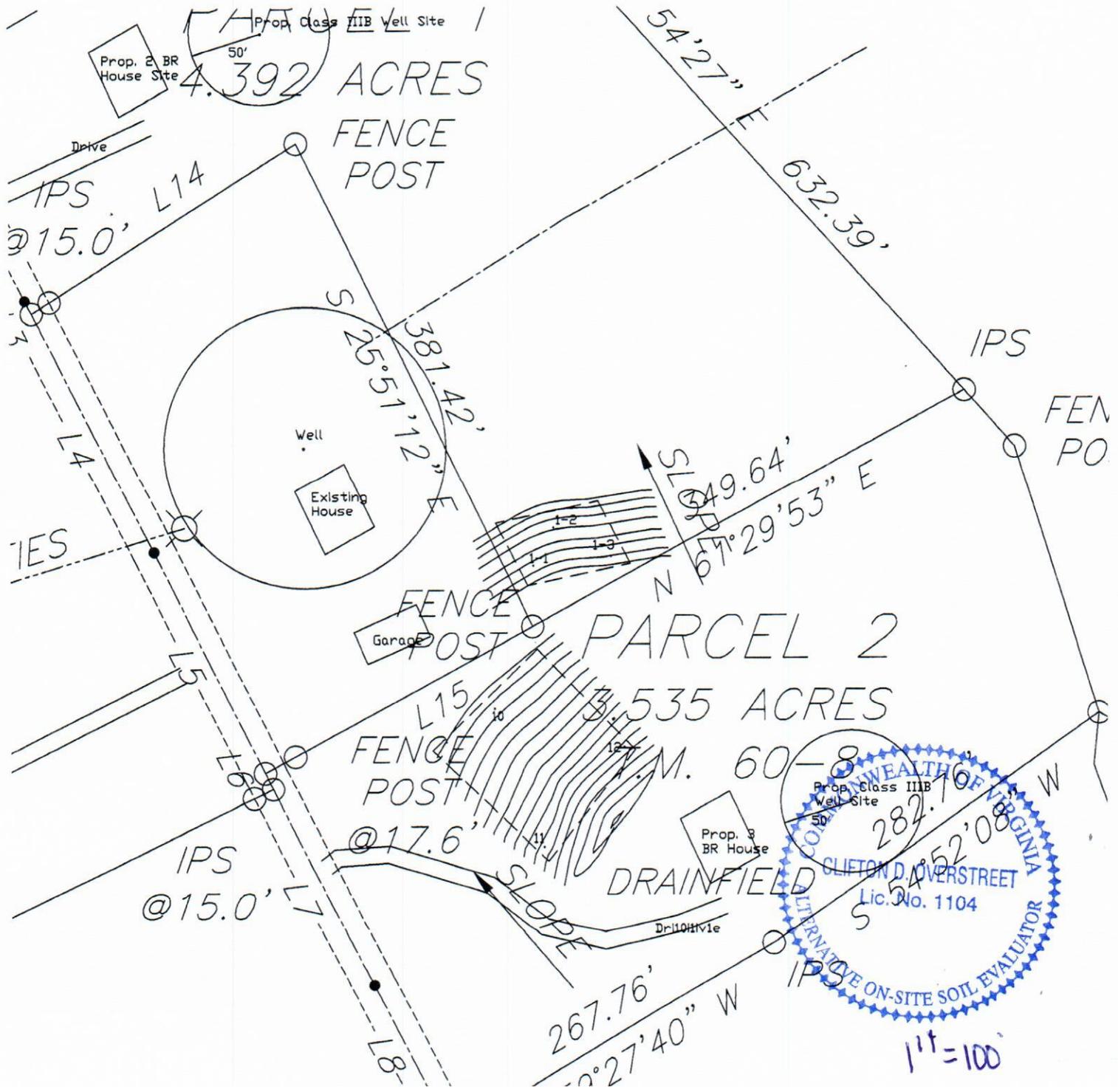
PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706

A.O.S.E. #1104

LOCATION: Parcel 2; 3.535 acres on Grove Hill Rd.; Botetourt County, Virginia

## SITE SKETCH:

Included on this site sketch are existing and/or proposed property lines, primary and reserve drainfield area, proposed building location, driveway, well and soil evaluation borings with an accuracy of +/- three feet. As well as any observed existing structures, wells, or drainfields within 200' of the proposed area. All natural geographic features such as drainways, springs, gulleys, etc. that would impact the site evaluation are also included. Any feature not shown on the site sketch were either not observed, did not pertain to this evaluation, or do not exist.





**Addendum to AOSE/PE Certification Statement  
For Private Well Construction Permit**

Instructions: Please check one box in 1-3 below. Statement templates for item #2 and #3 are on the following pages.

The proposed well site shown herein,

- 1. Is located a minimum of 50 feet from all property lines.
- 2. Is located within 50 feet of the adjacent property line(s) but I have determined that the adjacent property is not used for an agricultural operation.
  - i. Written affirmation from the adjacent property owner(s) that their property is not used for an agricultural operation.
  - ii. Other confirmation that land use is not an agricultural operation, please describe:
- 3. Is located within 50 feet of an adjacent property line where the property is used for an agricultural operation. For confirmation, I have attached the appropriate documentation pursuant to § 32.1-176.5:2 of the *Code of Virginia*. (check one below)
  - i. Written permission from the adjacent property owner(s) for the well construction.
  - ii. I certify that no other site on the property complies with the Board's Regulations for the construction of a private well.



# Environmental Concepts, LLC

1684 Magnolia Dr., Bedford, VA 24523  
 Phone: 804-467-4480, 540-815-2954 Fax: 540-587-8706

## AOSE Report For Subdivision Approval

Location of Property:	Lot <u>3</u> Section _____ Subdivision _____ Botetourt County
	GPIN or Tax Map # _____ 60-5A part _____
	Latitude/Longitude _____

Applicant or Client and Address: Estate of Pearl M. Drewry 2655 Southwoods Dr. Roanoke, VA 24018	Prepared By AOSE(name and address): <u>Clifton D. Overstreet #1104</u> _____ <u>1684 Magnolia Dr.</u> _____ <u>Bedford, VA 24523</u> _____
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Date of Report: <u>August 24, 2016</u>	AOSE/PE Job Number: _____
Revision Date: _____	Health Dept. ID. No.: _____

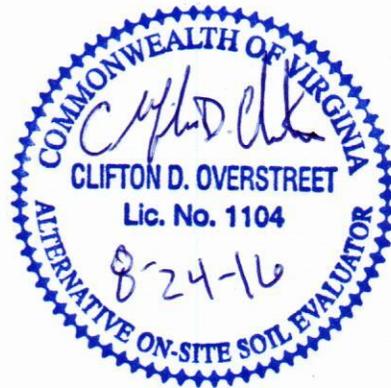
**Contents/ Index of this Report:**

1. AOSE Cover Sheet	4. Soil Profile			
2. Soil Information Summary	5. site sketch			
3. Abbreviated Design Primary/Reserve	6. Well Addendum			

**Certification Statement(s)**

I hereby certify that the evaluation and/or designs contained herein were conducted in accordance with the Sewage Handling and Disposal Regulations (12 VAC5-610), the Private Well Regulations (12 VAC5-615), and other applicable policies of the Virginia Department of Health. Furthermore, I certify that my evaluation and/or design contained herein complies with all applicable laws, regulations and policies implemented by the Virginia Department of Health. The work attached to this cover page has been conducted under an exemption to the practice of engineering. Code of VA 54.1-402.A.11

I recommend a Subdivision Approval be \_\_\_\_\_ approved



# Environmental Concepts, LLC

1684 Magnolia Dr. Bedford, VA 24523

PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706

A.O.S.E. #1104

DATE: August 24, 2016

SUBMITTED TO: Botetourt County Health Department

APPLICANT: The Estate of Pearl M. Drewry  
2655 Southwoods Dr.  
Roanoke, VA 24018

LOCATION: Parcel 3; 51.350 acres on Grove Hill Rd.; Botetourt County, Virginia

PROPOSED USE: New Single Family Residence  
3 Bedroom (450 gallons/day), Termite treated, no basement

WATER SUPPLY: New Private Class III B Well, Deep Drilled

PROPOSED INSTALLATION: New Type II, In-Ground Shallow placed Advanced Pretreatment Drainfield System

(TL-3 Advanced Pretreatment to drip dispersal)

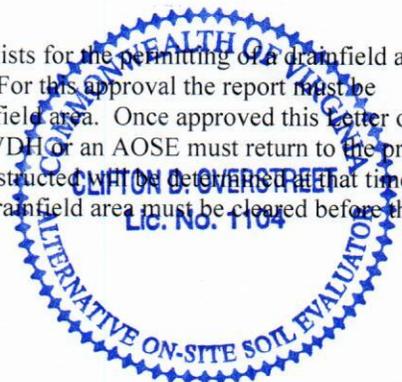
### SOIL INFORMATION SUMMARY:

Parent Material: Soils are residual, weathered rocks of the Piedmont Physiographic Province.  
Position in landscape satisfactory: Yes  No   
Description of landscape: Upland sideslope, linear-linear topo, Grassy Field Sideslope.  
Slope: 6% Depth to Cr or rock: 16"  
Depth to impervious strata (    ):     
Depth to Redox mottles: 15 in. Depth to Chroma 2 mottles: N/A in.  
Free water present: Yes  No  Range N/A in.  
Soil percolation rate: 70 min/in. ( Estimated ). Texture Group: III.  
Site Evaluated By: Doug Overstreet/ AOSE #1104 Date of Evaluation: August 1, 2016

### WATER SUPPLY CONSTRUCTION SPECIFICATIONS:

Proposed Water Supply: Class IIIB Cased: 50'+ Grouted: 50'+

**This is not a Drainfield Construction Permit.** This report is to certify that an area exists for the permitting of a drainfield and well. This report is valid only if presented to the local VDH office for their approval. For this approval the report must be accompanied by an application, fee and stamped plat showing the survey located drainfield area. Once approved this Letter of Certification does not expire and is transferable. When the permit is needed the local VDH or an AOSE must return to the property to complete the design. The actual type and design of the drainfield and well to be constructed will be determined at that time, based on site conditions and the regulations current during that visit. If the proposed drainfield area must be cleared before the permit has been issued, follow the provided clearing instructions.



# **Environmental Concepts, LLC**

**1684 Magnolia Dr. Bedford, VA 24523**

**PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706**

**A.O.S.E. #1104**

**LOCATION:** Parcel 3; 51.350 acres on Grove Hill Rd.; Botetourt County, Virginia

## **ABBREVIATED DESIGN INFORMATION:**

**Proposed Primary Drainfield:** Type II, In-Ground Shallow Placed TL-3 treatment to Drainfield System  
(e.g. Advantex to drip dispersal)

Soil percolation rate: 70 min/in. ( Estimated ). Texture Group: III .

Separation distance required: 12 in. Limiting depth ( rock ): 16 in.

LPD for Perc Rate / 3 / # of BR = 359 sq. ft. x 3 x 3 = 3231 sq. ft

**Depth from ground surface to bottom of trench: 1 in.**

Total square ft. required for drainfield: 3 bedroom = 3231 sq. ft.

Design layout for primary drainfield:

Area needed for design: 33' x 100' (3300 sq. ft.)

Area documented: 70' x 100' (7000 sq. ft.)

**Proposed Reserve Drainfield:** Type II, In-Ground Shallow Placed TL-3 treatment to Drainfield System

(e.g. Advantex to drip dispersal) 100 % Reserve Area

Soil percolation rate: 70 min/in. ( Estimated ). Texture Group: III .

Separation distance required: 12 in. Limiting depth ( rock ): 16 in.

LPD for Perc Rate / 3 / # of BR = 359 sq. ft. x 3 x 3 = 3231 sq. ft

**Depth from ground surface to bottom of trench: 1 in.**

Total square ft. required for drainfield: 3 bedroom = 3231 sq. ft.

Design layout for reserve drainfield:

Area needed for design: 33' x 100' (3300 sq. ft.)

Area documented: 70' x 100' (7000 sq. ft.)



# Environmental Concepts, LLC

**1684 Magnolia Dr. Bedford, VA 24523**

**PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706**

**A.O.S.E. #1104**

**LOCATION:** Parcel 3; 51.350 acres on Grove Hill Rd.; Botetourt County, Virginia

**SOIL PROFILE :**

HOLE# NAME	HORIZON	DEPTH INCHES	DESCRIPTION OF SOIL CHARACTERISTICS	TEXTURE GROUP
#4 CDO	A	0-2	7.5YR 3/4 Dark Brown; sandy loam	II
	B	2-16	7.5YR 5/6 strong brown ; silt loam	III
		16	Hole terminated on rock	
#5 CDO	A	0-2	7.5YR 3/4 Dark Brown; sandy loam	II
	B	2-16	7.5YR 5/6 strong brown ; silt loam	III
	BC	16-22	10YR 5/6 yellowish brown ; clay loam	III
		22	Hole terminated on rock	
#6 CDO	A	0-2	7.5YR 3/4 Dark Brown; sandy loam	II
	B	2-16	7.5YR 5/6 strong brown ; silt loam	III
	BC	16-24	10YR 5/6 yellowish brown ; clay loam	III
		24	Hole terminated on rock	



# Environmental Concepts, LLC

1684 Magnolia Dr. Bedford, VA 24523

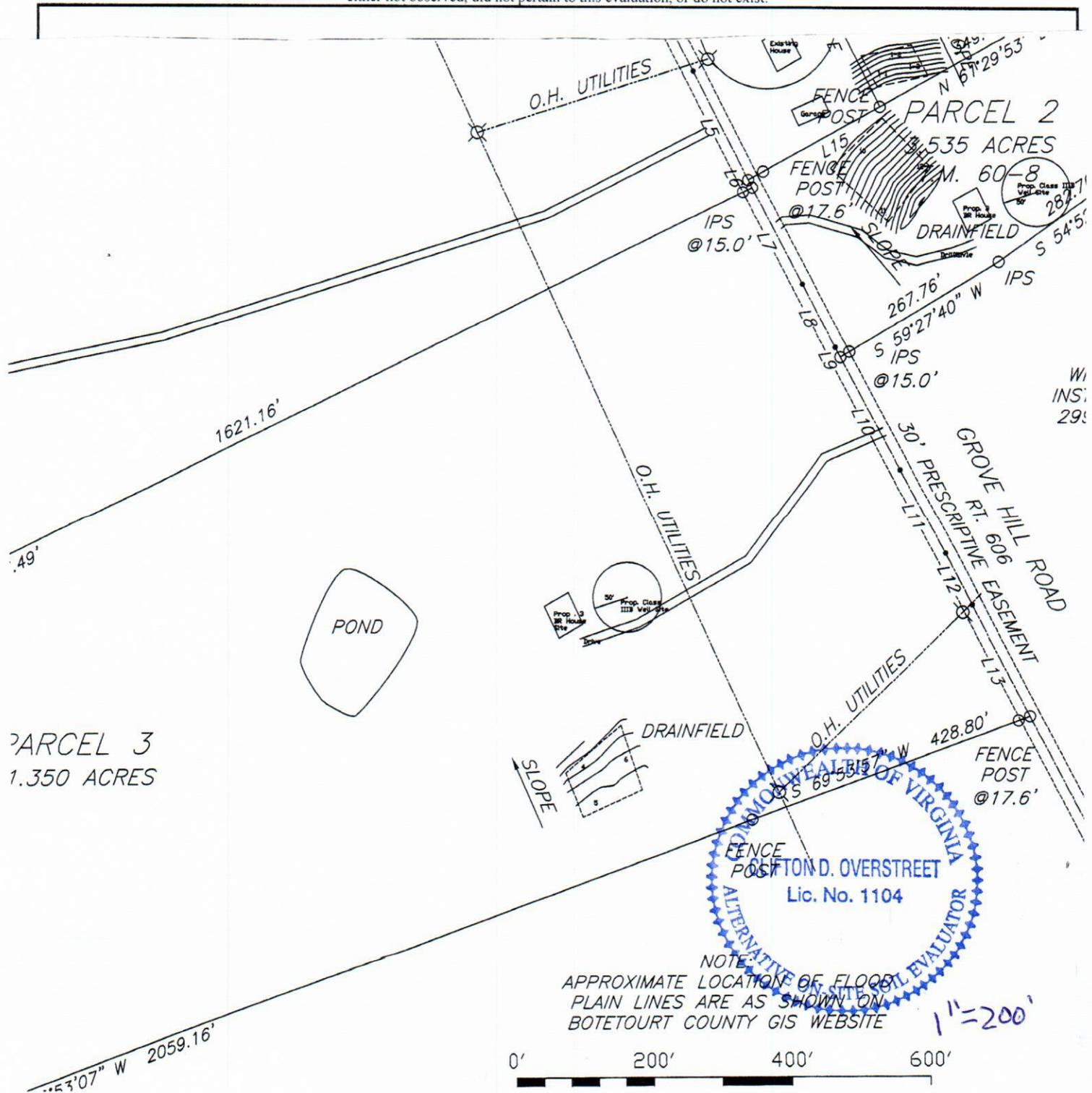
PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706

A.O.S.E. #1104

LOCATION: Parcel 3; 51.350 acres on Grove Hill Rd.; Botetourt County, Virginia

## SITE SKETCH:

Included on this site sketch are existing and/or proposed property lines, primary and reserve drainfield area, proposed building location, driveway, well and soil evaluation borings with an accuracy of +/- three feet. As well as any observed existing structures, wells, or drainfields within 200'+ of the proposed area. All natural geographic features such as drainways, springs, gulleys, etc. that would impact the site evaluation are also included. Any feature not shown on the site sketch were either not observed, did not pertain to this evaluation, or do not exist.



**Addendum to AOSE/PE Certification Statement  
For Private Well Construction Permit**

Instructions: Please check one box in 1-3 below. Statement templates for item #2 and #3 are on the following pages.

The proposed well site shown herein,

- 1. Is located a minimum of 50 feet from all property lines.
- 2. Is located within 50 feet of the adjacent property line(s) but I have determined that the adjacent property is not used for an agricultural operation.
  - i. Written affirmation from the adjacent property owner(s) that their property is not used for an agricultural operation.
  - ii. Other confirmation that land use is not an agricultural operation, please describe:
- 3. Is located within 50 feet of an adjacent property line where the property is used for an agricultural operation. For confirmation, I have attached the appropriate documentation pursuant to § 32.1-176.5:2 of the *Code of Virginia*. (check one below)
  - i. Written permission from the adjacent property owner(s) for the well construction.
  - ii. I certify that no other site on the property complies with the Board's Regulations for the construction of a private well.



# Environmental Concepts, LLC

1684 Magnolia Dr., Bedford, VA 24523  
 Phone: 804-467-4480, 540-815-2954 Fax: 540-587-8706

## AOSE Report For Subdivision Approval

Location of Property:	Lot <u>4</u> Section _____ Subdivision _____ Botetourt County
	GPIN or Tax Map # _____ 60-5A part _____
	Latitude/Longitude _____

Applicant or Client and Address:	Prepared By AOSE(name and address):
Estate of Pearl M. Drewry	<u>Clifton D. Overstreet #1104</u>
2655 Southwoods Dr.	<u>1684 Magnolia Dr.</u>
Roanoke, VA 24018	<u>Bedford, VA 24523</u>

Date of Report: <u>August 24, 2016</u>	AOSE/PE Job Number: _____
Revision Date: _____	Health Dept. ID. No.: _____

**Contents/ Index of this Report:**

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<p>I hereby certify that the evaluation and/or designs contained herein were conducted in accordance with the Sewage Handling and Disposal Regulations (12 VAC5-610), the Private Well Regulations (12 VAC5-615), and other applicable policies of the Virginia Department of Health. Furthermore, I certify that my evaluation and/or design contained herein complies with all applicable laws, regulations and policies implemented by the Virginia Department of Health. The work attached to this cover page has been conducted under an exemption to the practice of engineering. Code of VA 54.1-402.A.11</p> <p>I recommend a Subdivision Approval be _____ approved</p>	
--	--

# **Environmental Concepts, LLC**

**1684 Magnolia Dr. Bedford, VA 24523**

**PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706**

**A.O.S.E. #1104**

**DATE:** August 24, 2016

**SUBMITTED TO:** Botetourt County Health Department

**APPLICANT:** The Estate of Pearl M. Drewry  
2655 Southwoods Dr.  
Roanoke, VA 24018

**LOCATION:** Parcel 4; 51.350 acres on Grove Hill Rd.; Botetourt County, Virginia

**PROPOSED USE:** New Single Family Residence  
3 Bedroom (450 gallons/day), Termite treated, no basement

**WATER SUPPLY:** New Private Class III B Well, Deep Drilled

**PROPOSED INSTALLATION:** New Type II, In-Ground Shallow placed Advanced Pretreatment Drainfield System

(TL-3 Advanced Pretreatment to drip dispersal)

## **SOIL INFORMATION SUMMARY:**

Parent Material: Soils are residual, weathered rocks of the Piedmont Physiographic Province.

Position in landscape satisfactory: Yes  No .

Description of landscape: Upland sideslope, linear-linear topo, Grassy Field Sideslope.

Slope: 4 % Depth to Cr or rock: 21"

Depth to impervious strata (    ):   

Depth to Redox mottles: 15 in. Depth to Chroma 2 mottles: N/A in.

Free water present: Yes  No  Range N/A in.

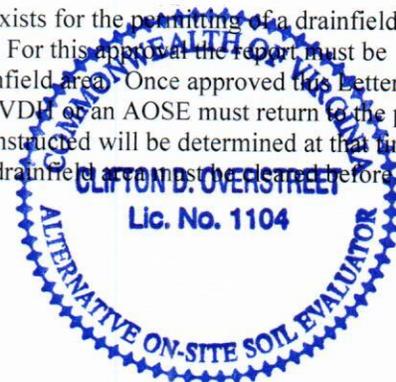
Soil percolation rate: 70 min/in. ( Estimated ). Texture Group: III.

Site Evaluated By: Doug Overstreet/ AOSE #1104 Date of Evaluation: August 1, 2016

## **WATER SUPPLY CONSTRUCTION SPECIFICATIONS:**

Proposed Water Supply: Class IIIB Cased: 50'+ Grouted: 50'+

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**1684 Magnolia Dr. Bedford, VA 24523**

**PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706**

**A.O.S.E. #1104**

**LOCATION:** Parcel 4; 51.350 acres on Grove Hill Rd.; Botetourt County, Virginia

## **ABBREVIATED DESIGN INFORMATION:**

**Proposed Primary Drainfield:** Type II, In-Ground Shallow Placed TL-3 treatment to Drainfield System  
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Separation distance required: 12 in. Limiting depth ( rock ): 21 in.  
LPD for Perc Rate / 3 / # of BR = 359 sq. ft. x 3 x 3 = 3231 sq. ft  
**Depth from ground surface to bottom of trench: 3 in.**  
Total square ft. required for drainfield: 3 bedroom = 3231 sq. ft.  
Design layout for primary drainfield:  
Area needed for design: 33' x 100' (3300 sq. ft.)  
Area documented: 75' x 100' (7500 sq. ft.)

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(e.g. Advantex to drip dispersal) 100 % Reserve Area

Soil percolation rate: 70 min/in. ( Estimated ). Texture Group: III .  
Separation distance required: 12 in. Limiting depth ( rock ): 21 in.  
LPD for Perc Rate / 3 / # of BR = 359 sq. ft. x 3 x 3 = 3231 sq. ft  
**Depth from ground surface to bottom of trench: 3 in.**  
Total square ft. required for drainfield: 3 bedroom = 3231 sq. ft.  
Design layout for reserve drainfield:  
Area needed for design: 33' x 100' (3300 sq. ft.)  
Area documented: 75' x 100' (7500 sq. ft.)



# Environmental Concepts, LLC

1684 Magnolia Dr. Bedford, VA 24523

PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706

A.O.S.E. #1104

**LOCATION:** Parcel 4; 51.350 acres on Grove Hill Rd.; Botetourt County, Virginia

**SOIL PROFILE :**

HOLE# NAME	HORIZON	DEPTH INCHES	DESCRIPTION OF SOIL CHARACTERISTICS	TEXTURE GROUP
#1 CDO	Ap	0-4	7.5YR 3/4 Dark Brown; sandy loam	II
	B	4-32 32	7.5YR 5/6 strong brown ; silt loam Hole terminated on rock	III
#2 CDO	Ap	0-4	7.5YR 3/4 Dark Brown; sandy loam	II
	B	4-24 24	7.5YR 5/6 strong brown ; silt loam Hole terminated on rock	III
#3 CDO	A	0-2	7.5YR 3/4 Dark Brown; sandy loam	II
	B	2-21 21	7.5YR 5/6 strong brown ; silt loam Hole terminated on rock	III



# Environmental Concepts, LLC

1684 Magnolia Dr. Bedford, VA 24523

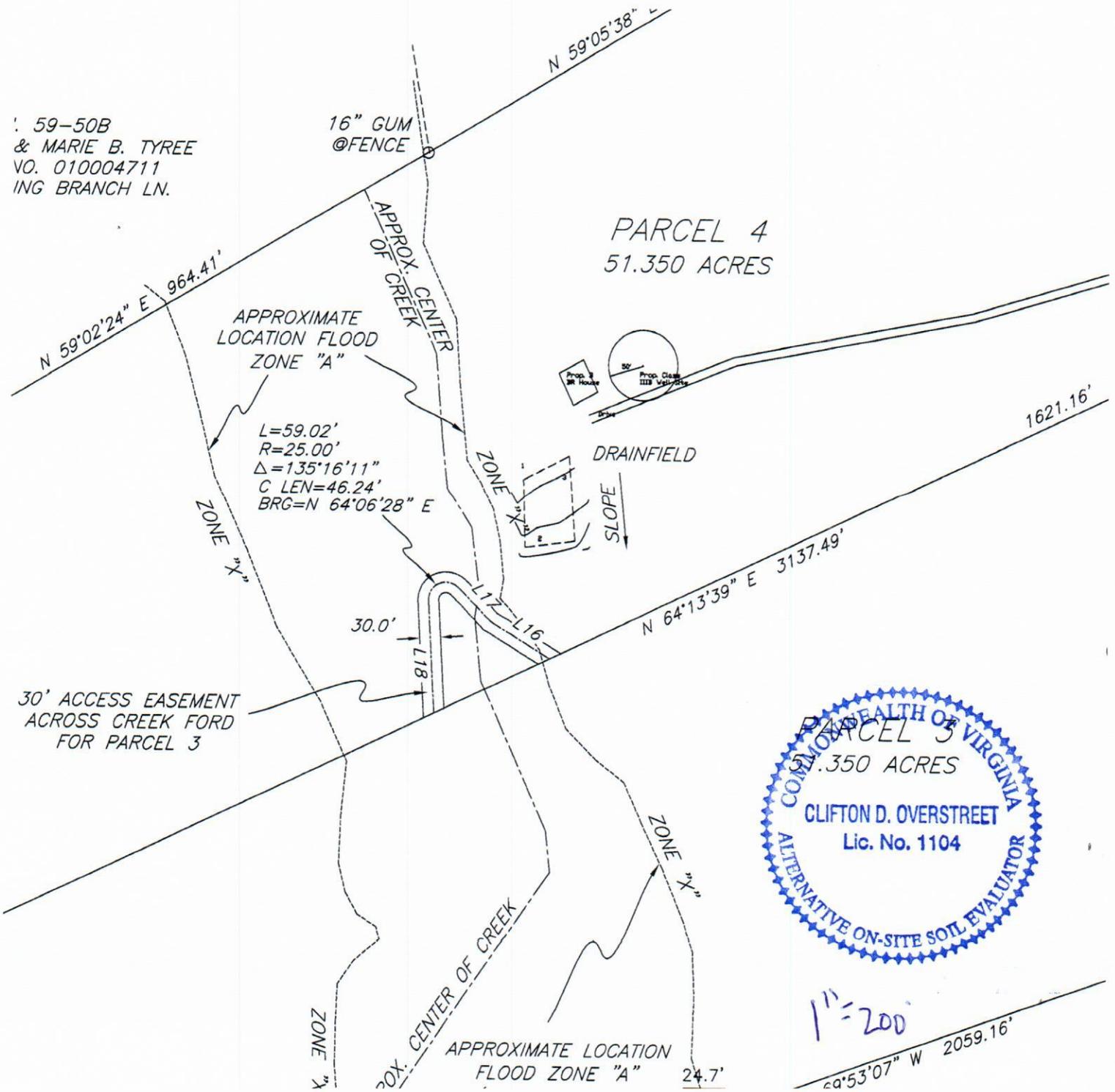
PHONE: (804) 467-4480 (540) 815-2954 FAX: (540) 587-8706

A.O.S.E. #1104

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  - ii. I certify that no other site on the property complies with the Board's Regulations for the construction of a private well.



# CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 1st, 2016, between Pearl Drewry Estate / Deborah Cox (Executor) , owner 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 Botetourt, Virginia, and described as:

**Address: Grove Hill Road; Fincastle VA 24090**

**Description:**

**Parcel # 1, Parcel # 2, Parcel # 3 and Parcel # 4 – 110.627 Acres; Tax Map # 60-5A and Tax Map # 60-8; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

2. **Personal Property:** The following items of personal property, which are free of all liens and encumbrances, are included in this sale "As-Is": No Personal Property Conveyed

3. **Purchase Price:** The purchase price of the Property is equal to the auction bid price 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 Seller, of

(hereinafter referred to as the "Deposit"). The Deposit shall be held by the Seller, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

Sellers' Initials \_\_\_\_\_

Purchasers' Initials \_\_\_\_\_

5. **Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before **November 16th, 2016** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. **Required Disclosures.**

(a) **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. (See Standard Provision J on Exhibit A.)

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

(b) **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 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.

(c) **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.

(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 Special 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.

(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.

Sellers' Initials \_\_\_\_\_

Purchasers' Initials \_\_\_\_\_

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

\_\_\_\_\_  
Pearl Drewry Estate / Deborah Cox Executor (Seller) (Date)

\_\_\_\_\_  
Seller (Date)

\_\_\_\_\_  
(Purchaser) (Date)

\_\_\_\_\_  
(Purchaser) (Date)

Sellers' Initials \_\_\_\_\_

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# CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 1st, 2016, between Pearl Drewry Estate / Deborah Cox (Executor) , owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and

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(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 Botetourt, Virginia, and described as:

**Address: Grove Hill Road; Fincastle VA 24090**

**Description:**

**Parcel # 1 – 4.392 Acres; Portion of Tax Map # 60-5A; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

2. **Personal Property:** The following items of personal property, which are free of all liens and encumbrances, are included in this sale "As-Is": No Personal Property Conveyed

3. **Purchase Price:** The purchase price of the Property is equal to the auction bid price 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 Seller, of

(hereinafter referred to as the "Deposit"). The Deposit shall be held by the Seller, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

Sellers' Initials \_\_\_\_\_

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5. **Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before **November 16th, 2016** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. **Required Disclosures.**

(a) **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. (See Standard Provision J on Exhibit A.)

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

(b) **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 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.

(c) **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.

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Sellers' Initials \_\_\_\_\_

Purchasers' Initials \_\_\_\_\_

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

\_\_\_\_\_  
Pearl Drewry Estate / Deborah Cox Executor (Seller) (Date)

\_\_\_\_\_  
Seller (Date)

\_\_\_\_\_  
(Purchaser) (Date)

\_\_\_\_\_  
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Sellers' Initials \_\_\_\_\_

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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 Botetourt, Virginia, and described as:

**Address: Grove Hill Road; Fincastle VA 24090**

**Description:**

**Parcel # 2 – 3.535 Acres; Portion of Tax Map # 60-8; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

2. **Personal Property:** The following items of personal property, which are free of all liens and encumbrances, are included in this sale “As-Is”: No Personal Property Conveyed

3. **Purchase Price:** The purchase price of the Property is equal to the auction bid price which is as follows:

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(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.

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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.

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Sellers' Initials \_\_\_\_\_

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Pearl Drewry Estate / Deborah Cox Executor (Seller) (Date)

\_\_\_\_\_  
Seller (Date)

\_\_\_\_\_  
(Purchaser) (Date)

\_\_\_\_\_  
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**Address: Grove Hill Road; Fincastle VA 24090**

**Description:**

**Parcel # 3 – 51.35 Acres; Portion of Tax Map # 60-5A; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

2. **Personal Property:** The following items of personal property, which are free of all liens and encumbrances, are included in this sale "As-Is": No Personal Property Conveyed

3. **Purchase Price:** The purchase price of the Property is equal to the auction bid price which is as follows:

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(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of Special 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.

(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.

Sellers' Initials \_\_\_\_\_

Purchasers' Initials \_\_\_\_\_

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

\_\_\_\_\_  
Pearl Drewry Estate / Deborah Cox Executor (Seller) (Date)

\_\_\_\_\_  
Seller (Date)

\_\_\_\_\_  
(Purchaser) (Date)

\_\_\_\_\_  
(Purchaser) (Date)

Sellers' Initials \_\_\_\_\_

Purchasers' Initials \_\_\_\_\_

# CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 1st, 2016, between Pearl Drewry Estate / Deborah Cox (Executor) , owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and

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(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 Botetourt, Virginia, and described as:

**Address: Grove Hill Road; Fincastle VA 24090**

**Description:**

**Parcel # 3 and Parcel # 4 – 102.70 Acres; Portion of Tax Map # 60-5A; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

2. **Personal Property:** The following items of personal property, which are free of all liens and encumbrances, are included in this sale "As-Is": No Personal Property Conveyed

3. **Purchase Price:** The purchase price of the Property is equal to the auction bid price which is as follows:

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(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 Seller, of

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(hereinafter referred to as the "Deposit"). The Deposit shall be held by the Seller, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

Sellers' Initials \_\_\_\_\_

Purchasers' Initials \_\_\_\_\_

5. **Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before **November 16th, 2016** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

6. **Required Disclosures.**

(a) **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. (See Standard Provision J on Exhibit A.)

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

(b) **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 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.

(c) **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.

(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 Special 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.

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(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.

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Sellers' Initials \_\_\_\_\_

Purchasers' Initials \_\_\_\_\_

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

\_\_\_\_\_  
Pearl Drewry Estate / Deborah Cox Executor (Seller) (Date)

\_\_\_\_\_  
Seller (Date)

\_\_\_\_\_  
(Purchaser) (Date)

\_\_\_\_\_  
(Purchaser) (Date)

Sellers' Initials \_\_\_\_\_

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(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 Botetourt, Virginia, and described as:

**Address: Grove Hill Road; Fincastle VA 24090**

**Description:**

**Parcel # 4 – 51.35 Acres; Portion of Tax Map # 60-5A; Grove Hill Road, Fincastle VA 24090; Botetourt County.**

2. **Personal Property:** The following items of personal property, which are free of all liens and encumbrances, are included in this sale "As-Is": No Personal Property Conveyed

3. **Purchase Price:** The purchase price of the Property is equal to the auction bid price which is as follows:

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(c) **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.

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Sellers' Initials \_\_\_\_\_

Purchasers' Initials \_\_\_\_\_

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

\_\_\_\_\_  
Pearl Drewry Estate / Deborah Cox Executor (Seller) (Date)

\_\_\_\_\_  
Seller (Date)

\_\_\_\_\_  
(Purchaser) (Date)

\_\_\_\_\_  
(Purchaser) (Date)