

United Country – Blue Ridge Land and Auction is proud to offer a significant portion of The Seven Springs Development and three contiguous Doe Run building lots at Online Only Auction. The Auction will Begin to End on Friday, November 4th at 2pm. The following pages of this Bidder Packet contain important information for Bidders, such as Terms and Conditions of Auction, Sample Purchase Contract, Surveys, Aerial Views, a Master Plan, and Homeowners' Association Documents. The information provided by the Auction Company is believed to be accurate, but bidders are expected to complete their own due diligence. There are a few points for this auction or contained in this Bidder Packet that should be emphasized.

- 1. Property being offered is the unsold portions of The Seven Springs Development and three building lots in the Doe Run Resort area. Both are adjacent to the Blue Ridge Parkway. The Seven Springs and Doe Run Resort are two separate Mountain Developments.
- 2. There are Seven Villages in The Seven Springs Development. They are identified as Mill Creek, Quail Run, Hawke Pointe Landing, Pheasant Chase, Sunset Ridge, Falcon Ridge, and Raven Hills.
- 3. The Seven Springs Development will be offered in a format where bidders may bid on one or more individual Village and/or on all of the property being offered.
- 4. The reserve for individual Villages and The Seven Spring Development is \$1,000 per acre.
- 5. Seller reserves the right to accept a bid on the entire The Seven Springs Development over bids on individual Villages, even if individual reserves are met and / or higher bids per acre have been received on individual Villages than the bid on the entire development. Seller also reserves the right to accept bids for individual Villages over the entire development at its sole discretion. This may apply, for example, to a case where 2 of the Villages have not met reserve, but a bid on the entire development has. Seller may choose to accept bids on the 5 Villages that meet reserve over a bid for the entire development. This would result in the Seller having the option of leaving the two villages not meeting the reserve unsold. Seller can accept a bid on the entire development even if reserve is not met.
- 6. The reserve for three Doe Run Building Lots, which are being sold only as one parcel, is \$10,000.
- Bidders acknowledge that by registering for this auction, they have read and accepted the HOA
 for the applicable property being bid on, as it is written, satisfying the 48 hour review
 requirement.
- 8. Bidding for each offering will run simultaneously. Bidders will be able to bid on one or all offerings during the auction. Auction will Begin to End at 2pm on Friday, November 4th. "Begin to End" means that as long as active bidding continues, the Auction will remain open. Warnings with a timer will be shown, indicating the time left to submit bids
- 9. In the event that the Seller chooses to accept a bid on the entire development over bids for individual Villages, the bid price for the entire development will override bids for individual Villages. This applies to Bidders who choose to bid on the entire development as well as on

individual Villages. In this case, the advice to a Bidder bidding on the entire development is to monitor bids for individual Villages and, if desired, keep its bid on the entire development over its bid on the sum of the individual Villages.

10. Earnest Money Deposit and Contract Signature are required immediately after the Auction ends.



Spectacular Mountaintop Residential Development on The Blue Ridge Parkway for Sale at Auction

The Seven Springs development and three contiguous building lots at the renowned Doe Run Resort on the Blue Ridge Parkway are being offered by Online Only Auction. At nearly a 3,000 foot elevation, The Seven Springs is a magnificent assemblage of mountaintop properties located between mile markers 191 and 192 on the Blue Ridge Parkway, on the Patrick County and Carroll County, Virginia lines in Fancy Gap, VA. This auction presents a rare opportunity to own splendid mountaintop property adjacent to the Blue Ridge Parkway, the most visited national park in the United States. The development has been improved with a sweeping parkway and buried electrical lines so as not to mar to magnificent views. Many lots have breathtaking views into the Piedmont region of North Carolina and lush surrounding mountains, while others have streambeds, rock outcroppings, wellheads and walls of abundant rhododendron and mountain laurel. Whether you are an investor planning to resell individual lots or a buyer looking for a private Blue Ridge Mountain retreat, this Auction offering provides a rare opportunity to own premium real estate in the Blue Ridge Mountains at your price.

The online auction will begin on Friday, October 7th at 9:00 am and will "Begin to End" (defined below) at 2:00 pm on Friday, November 4th. The Seven Springs Development is comprised of Seven Villages. Each Village will be offered individually; the Seven Springs Development will also be offered in its entirety. The Seven Springs and each Village separately have a reserve of only \$1,000 per acre. The most recent sale of an individual lot in this development was for over \$12,000 per acre (3.409 acres sold for \$42,500). The Villages are: Mill Creek, with 10 available lots totaling 27.276 acres; Quail Run, with 6 lots totaling 12.646 acres; Hawke Pointe Landing, with 5 available lots totaling 11.587 acres; Falcon Ridge, with 7 available lots totaling 14.82 acres; Pheasant Chase, with 18 available lots totaling 56.282 acres; Sunset Ridge (has been surveyed but no roads and utilities installed), with 23 lots totaling 52.643 acres and Raven Hills (which has not been divided into lots), containing two tracts totaling 45.006 acres. The portion of the Seven Springs Development that is up for auction comprises a total of 220.08 acres: 69 building lots and two undeveloped tracts in Raven Hills. There will also be a total of .97 acres made up of three contiguous building lots in the Doe Run Resort offered with a reserve of \$10,000.

Underground electric lines and roads are in place for all villages except for Sunset Ridge and Raven Hills. There are utility easements in place for Sunset Ridge and Raven Hills. End users wishing to build a home on developed lots will be responsible for installing well and septic, and electric connection. Water appears to be abundant at Seven Springs. According to caretaker of development, the wells installed in Quail Run recorded 100 gallons per minute.

The Online Only Auction will have 9 offerings. The bid link will be placed here, on our website, http://www.blueridgelandandauction.com on Friday, October 7th by 9 am Eastern Standard Time. This bid link will take you to an online auction platform for all 9 offerings. The Online Only Auction will Begin to End on Friday, November 4th at 2:00 pm Eastern Standard Time. "Begin to End" is a term signifying that final bids will be considered and prolonged until active bidding ceases. Fair warnings will be given. Bidding for each offering will run simultaneously. Bidders will be able to bid on one or all offerings during the auction. Each offering will remain open until bidding on each offering stops.

Winning Bidders must sign a Purchase Contract and place a 10% Earnest Money Deposit on November 4th. Wiring instructions will be provided to successful bidders. There is no Buyer's Premium for this auction, and all purchases must close within 30 days after auction. The reserve for The Seven Springs is \$1,000 per acre, whether for an individual Village or the entire development. Seller reserves the right to accept, at its sole discretion, a bid on the entire Development, even if that bid is less per acre than bid(s) on individual Villages or is less than the reserve. Maps, Terms and Conditions, Map Explanations, HOA, and other information can be found and downloaded from this site. By registering to bid, buyers acknowledge that they have read through the HOA package, that the 48-hour review period of the HOA has been satisfied and that they accept the HOA as it is written.

The developer who created the Seven Springs had a vision of a Blue Ridge Mountain retreat that provided secluded home-sites with stunning mountain views. The acreage he assembled is in a phenomenal location adjacent to the Blue Ridge Parkway, convenient to US Route 58 and Interstate 77. He was able to see a portion of his vision fulfilled as a number of lots were sold and homes built. The family of the original developer would love to see a capable buyer or buyers purchase the splendid remaining portion of Seven Springs in order to complete that vision. For more information about the developer's vision, visit http://www.thesevensprings.com. Please note that information presented on that page may not be current and does not apply to this auction and is informational only. All information regarding this auction is located on this page and bidder packet for this auction.

The Doe Run lots being offered total .97 acres and can be improved with one or more homes which would overlook a lovely pond within the beautiful Doe Run Resort, which is just off the Blue Ridge Parkway, and which is fully improved with a restaurant, tennis courts and more. To reach Doe Run, travelling north on the Blue Ridge Parkway, pass mile marker 190, turn right onto the paved entrance to Doe Run, take a left on Buck Hollar, a right on Pilot View and a left on Groundhog Hills Road. The property for auction is on the right, on a curve, before the tennis courts. There is an aerial view and a survey in the Bidder's Packet. Bidders acknowledge by bidding on this property that they have reviewed the HOA for Doe Run and approve the HOA as it is written.

Directions to Seven Springs: From I-77 Fancy Gap, take Blue Ridge Parkway Exit 8. Travel towards Route 52. Proceed north on the Blue Ridge Parkway approximately 7 miles and take a right onto Willis Gap Mountain Road. There is a sign on the right.

These Properties being offered at Auction are located in Fancy Gap, VA, which is within a 30 minute commute to Stuart, VA, Floyd, VA, and Hillsville, VA, a one-hour commute to Blacksburg, VA, Radford, VA, Christiansburg, VA, Wytheville, VA, Greensboro, NC, Winston Salem, NC, and Mount Airy, NC, and within a two-hour commute to Charlotte, NC and Roanoke, VA.



TERMS OF AUCTION

<u>AUCTION FOR</u> – Virginia Parkway Estates Limited Partnership and Allen S. Pesmen Trust

AUCTION LOCATION – Online at http://www.blueridgelandandauction.com

<u>AUCTION DATE</u> – Begins Friday, October 7th, 2016 at 9am EST; Begins to End on Friday, November 4th at 2pm EST.

<u>AUCTIONEER</u> – 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 Virginia Parkway Estates Limited partnership and Allen S. Pesmen Trust, each a "Seller" to offer to sell at public auction certain real property located adjacent to The Blue Ridge Parkway in Fancy Gap, VA, of Carroll and Patrick Counties, VA. Descriptions and map in bidder pack.

Property # 1 – Mill Creek Village of Seven Springs, 10 lots totaling 27.276 AC

Property # 2 - Quail Run Village of Seven Springs, 6 lots totaling 12.646 AC

Property # 3 – Hawke Pointe Landing of Seven Springs, 5 lots totaling 11.587 AC

Property # 4 - Falcon Ridge Village of Seven Springs, 7 lots totaling 14.82 AC

Property # 5 – Pheasant Chase Village of Seven Springs, 18 lots totaling 56.282 AC

Property # 6 – Sunset Ridge Village of Seven Springs, 23 lots totaling 52.643 AC

Property # 7 – Raven Hills Village of Seven Springs, 2 tracts totaling 45.006 AC

Property #8 – Seven Springs Development – 69 Lots and 2 tracts totaling 220 AC

Property # 9 – Doe Run Building Lot – consists of three contiguous lots totaling 0.97 AC

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 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, 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 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 comes 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 or Bidder understands and fully accepts the risk of not having done so. Bidder is allowed to visit the Property for inspection and due diligence, provided, however, no invasive inspections or due diligence may be performed without the express written consent of Seller. Any presence on the Property is at that party's sole risk and such party, by their presence on the Property, waives any claims against the Seller relating thereto. 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 update 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 may expel any person who is disruptive, noncompliant or who has 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 "Sold with Reserve" and conducted online only, beginning at 9am on Friday, October 7th with offers being considered until bids are complete at approximately **2pm EDT on Friday, November 4th, 2016**. Final high bid amount will be the Contract Price if reserve is met and according to the conditions outlined in next paragraph. Purchaser will be required to sign a

Contract of Purchase wherein the final Contract Price will be the final bid. Purchaser will be required to make a 10% Earnest Money Deposit and close within 30 days.

- 1. Property being offered is the unsold portion of The Seven Springs
 Development and three contiguous building lots in the Doe Run Resort.
 Both are located adjacent to the Parkway. The Seven Springs and Doe Run are two separate Mountain Developments.
- 2. There are Seven Villages in The Seven Springs Development. They are identified as Mill Creek, Quail Run, Hawke Pointe Landing, Pheasant Chase, Sunset Ridge, Falcon Ridge, and Raven Hills.
- **3.** The Seven Springs Development will be offered in a format whereby bidders can bid on each individual Village as well as on the entire development / 7 Villages.
- **4.** The reserve for the individual Villages and the Seven Spring Development is \$1,000 per acre.
- 5. Seller reserves the right to accept a bid on the entire The Seven Springs Development over bids on individual Villages, even if individual reserves are met and / or higher bids per acre have been received on individual Villages than the bid on the entire development. Seller also reserves the right to accept bids for individual Villages over the entire development at its sole discretion. This may apply, for example, to a case where 2 of the Villages have not met reserve, but a bid on the entire development has. Seller may choose to accept bids on the 5 Villages that meet reserve over a bid for the entire development. This would result in the Seller having the option of leaving the two villages not meeting the reserve unsold.
- **6.** The reserve for the Doe Run Building Lot is \$10,000.
- **7.** Bidders acknowledge that by registering for this Auction, they have read and accepted the HOA as it is written, satisfying the 48 hour review requirement.
- **8.** Bidding for each offering will run simultaneously. Bidders will be able to bid on one or all offerings during the auction. The Auction will Begin to End at 2pm on Friday, November 4th. Begin to End means that as long as active bidding continues auction will remain open. Warnings with a timer will be shown indicating the time left to submit bids.

- 9. In the event that the Seller chooses to accept a bid on the entire development over bids for individual Villages, the bid price for the entire development will override bids for individual Villages. This applies to Bidders who choose to bid on the entire development as well as on individual Villages. In this case, the advice to a Bidder bidding on the entire development is to monitor bids for individual Villages and, if desired, keep its bid on the entire development over its bid on the sum of the individual Villages.
- **10.** Earnest Money Deposit and Contract Signature are required immediately after auction ends.

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 30 days following the Auction.

EARNEST MONEY DEPOSIT – Purchaser will be required to make 10% Earnest Money Deposit on November 4th, 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 or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, the Earnest Money will be forfeited to Seller and the Auction Company. If Seller defaults under the terms of the Sale Contract, the 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 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.

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 – 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 Patrick 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.

SEVEN SPRINGS SURVEY MAPS

Included in this Bidder Pack are Survey Maps of the Seven Villages that make up Seven Springs Development. The Seven Villages are - Mill Creek, Quail Run, Hawke Pointe Landing, Falcon Ridge, Pheasant Chase, Sunset Ridge, and Raven Hills. Some revisions were made to some of the Villages from the original Surveys. The applicable revisions to lots and villages offered at auction have been noted on the maps and in the descriptions of each Village in the text below. Some of the maps were manipulated for illustration purposes, but the non-manipulated versions are attached as well. Bidders are expected to complete their own due diligence. The maps provided were completed using best efforts to accurately represent property being offered and are intended to assist prospective bidders prior to auction. The Master Plan Map, Manipulated Surveys, and Aerials are for illustration and understanding. Boundaries shown on the Master Plan Map, Manipulated Surveys and Aerials maps may not be exact so potential bidders are encourage to study original survey maps as well to get a complete understanding. The Aerial Maps do not show interior lot lines. They only show the perimeter of the particular villages. Bidders need to refer to surveys for interior lot lines of each village. This auction will offer each Village individually and the Seven Springs Development in its entirety. Seller reserves the right to accept the bid placed on the entire Seven Springs Development even if the price per acre is lower than an individual Village. The reserve for this auction is \$1,000 per acre. There are a total of 220.08 Acres in seven villages.

Mill Creek – 10 Lots, 27.276 Acres

Mill Creek has no revisions from original survey. There are 10 lots offered at auction totaling 27.276 Acres. Lot #'s 1-8, 10, & 11 are included. Lot # 9 has been sold and is not offered in this auction. Survey included shows boundary in red. There is a recreation easement of .589 Acre included on Lot # 2.

<u>Legal Description</u> - Mill Creek Lots 1 – 8, and Lots 10-11; Patrick County; MC PL 282 PT; DB 292/539; Tax Map #'s 3812 89-91 and 93-99; 10 Lots totaling +- 27.276 Acres

Lot MC1 = 2.228 AC

Lot MC2 = 2.708 AC

Lot MC3 = 2.091 AC

Lot MC4 = 4.050 AC

Lot MC5 = 2.166 AC

Lot MC6 = 2.215 AC

Lot MC7 = 2.941 AC

Lot MC8 = 3.897 AC

Lot MC10 = 2.380 AC

Lot MC11 = 2.600 AC

Total Acreage Offered at auction for Mill Creek = 27.276 Acres

Quail Run - 6 Lots, 12.646 Acres

Quail Run has no revisions which apply to lots offered at auction. There are 6 lots totaling 12.646 Acres. Lot #'s 9-13, and 1A are included in Auction. Lot #'s 14-16, 7, and 8 have been sold and not included in Auction.

<u>Legal Description</u> - Quail Run; Lot 1A, and Lots 9-13; Patrick County; QR PL 282 PT; DB 292/539; Tax Map #'s 3812 – 100, 102, 104, 106, 108, and 107; 6 Lots totaling +- 12.646 Acres

Lot R1A = 1.220 AC

Lot QR9 = 2.306 AC

Lot QR10 = 2.167 AC

Lot QR11 = 2.368 AC

Lot QR12 = 2.357 AC

Lot QR13 = 2.359 AC

Total Acreage Offered at auction for Quail Run = 12.646 Acres

Hawke Pointe Landing – 5 Lots, 11.587 Acres

Hawke Pointe Landing has no revisions which apply to lots offered at auction. There are 5 lots totaling 11.587 Acres. Lot #'s 1-5 are included in Auction. Lot #'s 6-9 have been sold and not included in Auction.

Hawke Pointe Landing; Lots 1-5; Patrick County; LT HP1; I# 06-1822; PL 302-A; Tax Map #'s 3812 – 84-D-H; 5 Lots totaling + - 11.587 Acres

Lot HP1 = 2.125 AC

Lot HP2 = 2.708 AC

Lot HP3 = 2.083 AC

Lot HP4 = 2.186 AC

Lot HP5 = 3.069 AC

<u>Total Acreage Offered at Auction for Hawke Pointe Landing = 11.587 Acres</u>

Falcon Ridge – 7 Lots, 14.82 Acres

Falcon Ridge was revised from the original survey. There were two additional Lots FR1A and FR12 added in, Lot FR1, FR2, and FR13 had boundary and acreage changes. Lot FR11 was moved to another village. FR14 and FR10 are the same on Revised Plats as the Original Plat. Several lots marked "sold" on maps have been sold, the remaining lots offered at auction are as follows. 7 lots containing +- 14.82 Acres.

<u>Legal Description</u> - Falcon Ridge Lots 1,2,10, 1A, 12-14; Patrick County; FR I#070000860; PL 315-B & 321K;Tax Map #'s 3812 84-M, N, O, W and 84 B-D; 7 Lots totaling +- 14.82 Acres

Lot FR1A = .713 AC

Lot FR1 = 3.076 AC

Lot FR2 = 3.408 AC

Lot FR10 = 2.00 AC

Lot FR12 = 1.397 AC

Lot FR13 = 2.023 AC

Lot FR14 = 2.203 AC

Total Acreage offered at auction for Falcon Ridge = 14.82 Acres.

Pheasant Chase – 18 Lots, 56.282 Acres

Pheasant Chase was revised from original survey. The Revised Survey shown had changes to most of the lots in Pheasant Chase. The original survey is included as well, but potential bidders need to rely on the Survey which highlights the lots in red and shows Lot # 13 and # 2 as being sold. This Auction is offering 18 Lots in Pheasant Chase totaling 56.282 Acres.

<u>Legal Description</u> - Pheasant Chase Lots 1,3,4, 8-12, 14-23; Patrick County ;PC Village; P #13-1851; I #14-1919,1920,1921,1922,1923; PL 1851 #10 – 0018; Tax Map #'s 3812 – 81 A-D, I-L, N-W; 18 Lots totaling +- 56.282 Acres

Lot PC1 - 3.2086 AC

Lot PC3 - 2.5033 AC

Lot PC4 - 2.7372 AC

Lot PC8 - 2.0664 AC

Lot PC9 - 8.2481 AC

Lot PC10 - 5.0840 AC

Lot PC11 - 4.5159 AC

Lot PC12 - 4.2115 AC

Lot PC14 - 3.5215 AC

Lot PC15 - 2.1423 AC

Lot PC16 - 2.0396 AC

Lot PC17 - 2.0978 AC

Lot PC18 - 2.0139 AC

Lot PC19 - 2.0300 AC

Lot PC20 - 2.0756 AC

Lot PC21 - 2.5091 AC

Lot PC22 - 2.7582 AC

Lot PC23 - 2.5195 AC

Total Acreage offered at auction for Pheasant Chase = 56.282 Acres.

Sunset Ridge – 23 Lots, 52.643 Acres

Sunset Ridge was not revised. The original survey applies to this auction. There have not been any lots sold and all lots are being offered in this Auction. There are 23 Lots totaling 52.643 Acres. A portion of Sunset Ridge is located in Carroll County VA. The survey is complete but roads and utilities haven't been put in.

<u>Legal Description</u> - Sunset Ridge Lots 1-23; Patrick and Carroll County; SR PL # 09-1306; Patrick County Tax Map # 3812 – 83 –E – K, and 83 M-T, and 83-W; Carroll County Tax Map # 13-A-86 15.226 Acres; 23 Lots totaling +- 52.643 Acres

Lot SR1 - 2.337 AC

Lot SR2 - 2.512 AC

Lot SR3 - 2.033 AC

Lot SR4 - 2.042 AC

Lot SR5 - 2.722 AC

Lot SR6 - 2.207 AC

Lot SR7 - 2.800 AC

Lot SR8 - 2.005 AC

Lot SR9 - 2.006 AC

Lot SR10 - 2.677 AC

Lot SR11 - 2.017 AC

Lot SR12 - 2.013 AC

Lot SR13 - 2.693 AC

Lot SR14 - 2.063 AC

Lot SR15 - 2.030 AC

Lot SR16 - 2.031 AC

Lot SR17 - 3.021 AC

Lot SR18 - 2.151 AC

Lot SR19 - 2.035 AC

Lot SR20 - 2.165 AC

Lot SR21 - 2.103 AC

Lot SR22 - 2.405 AC

Lot SR23 - 2.575 AC

Total Acreage offered at Auction for Sunset Ridge = 52.643 Acres

Raven Hills – 2 undeveloped Tracts, 45.006 Acres

Raven Hills was never developed. There is a preliminary plan which is attached along with survey for both tracts of Raven Hills. The total acreage of Raven Hills is 45.006.

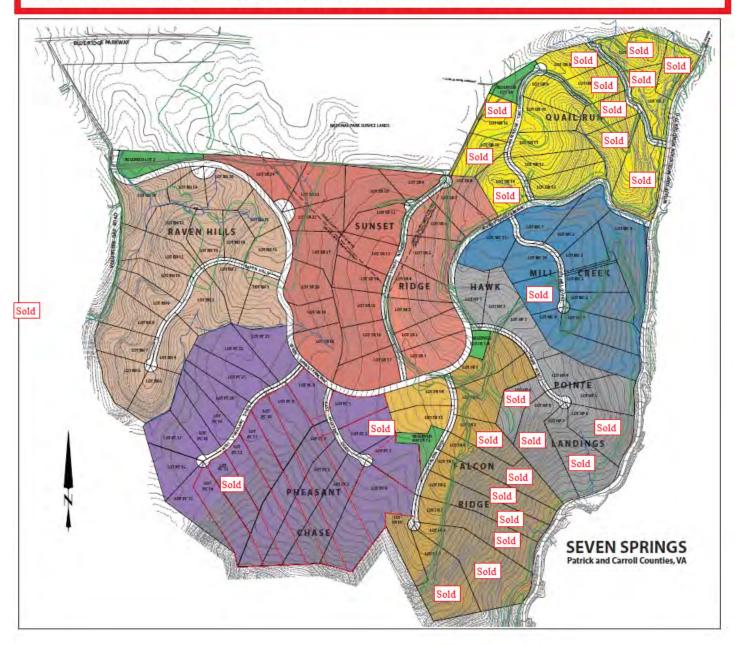
<u>Legal Description</u> - Raven Hills; Patrick County; PB 21/164; DB 292/551; Tax Map #'s 3812-81 &82; 2 Tracts totaling +- 45.006 Acres

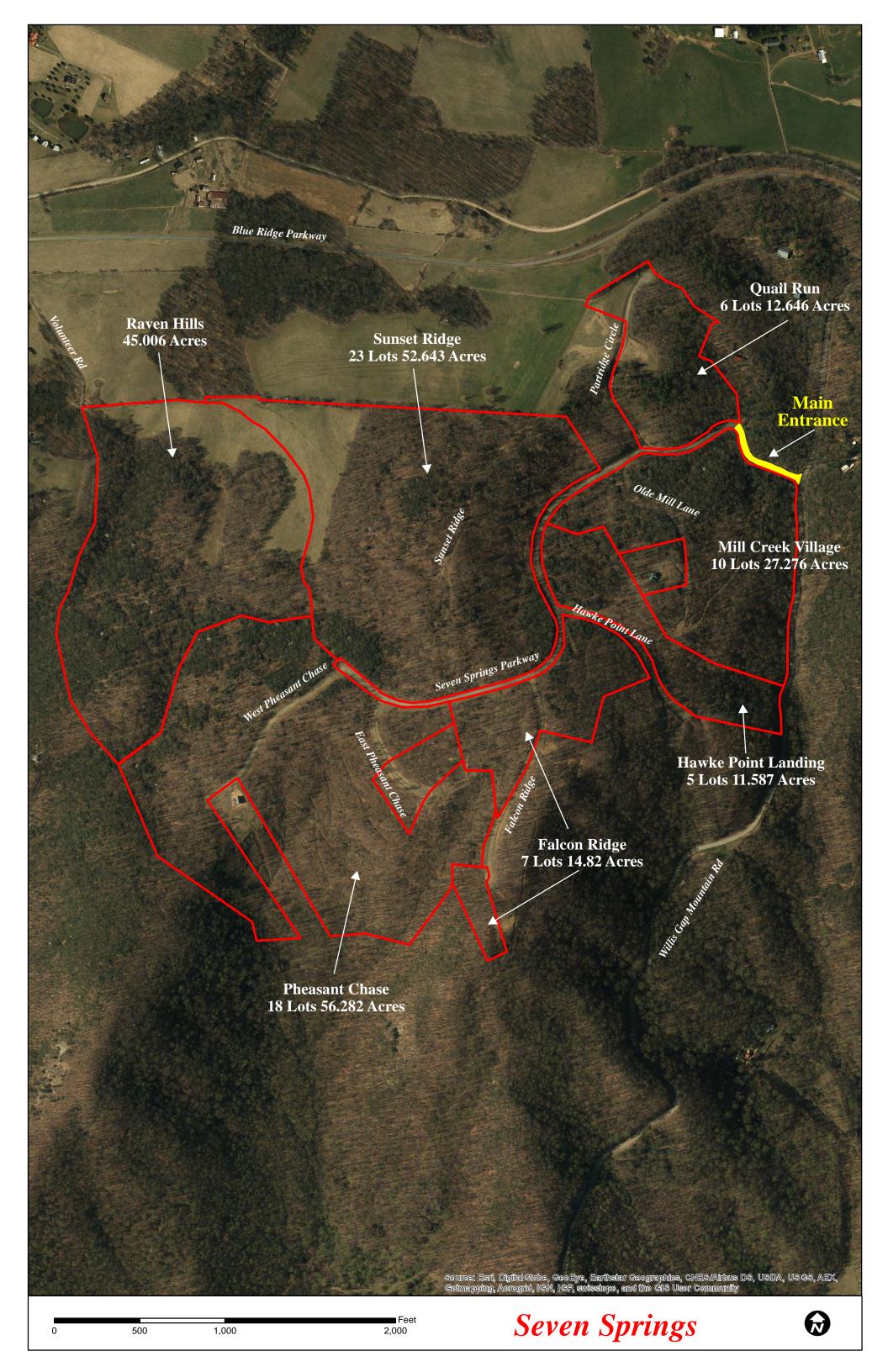
Total Acreage = 220.08 Acres (69 Building lots, 2 tracts)

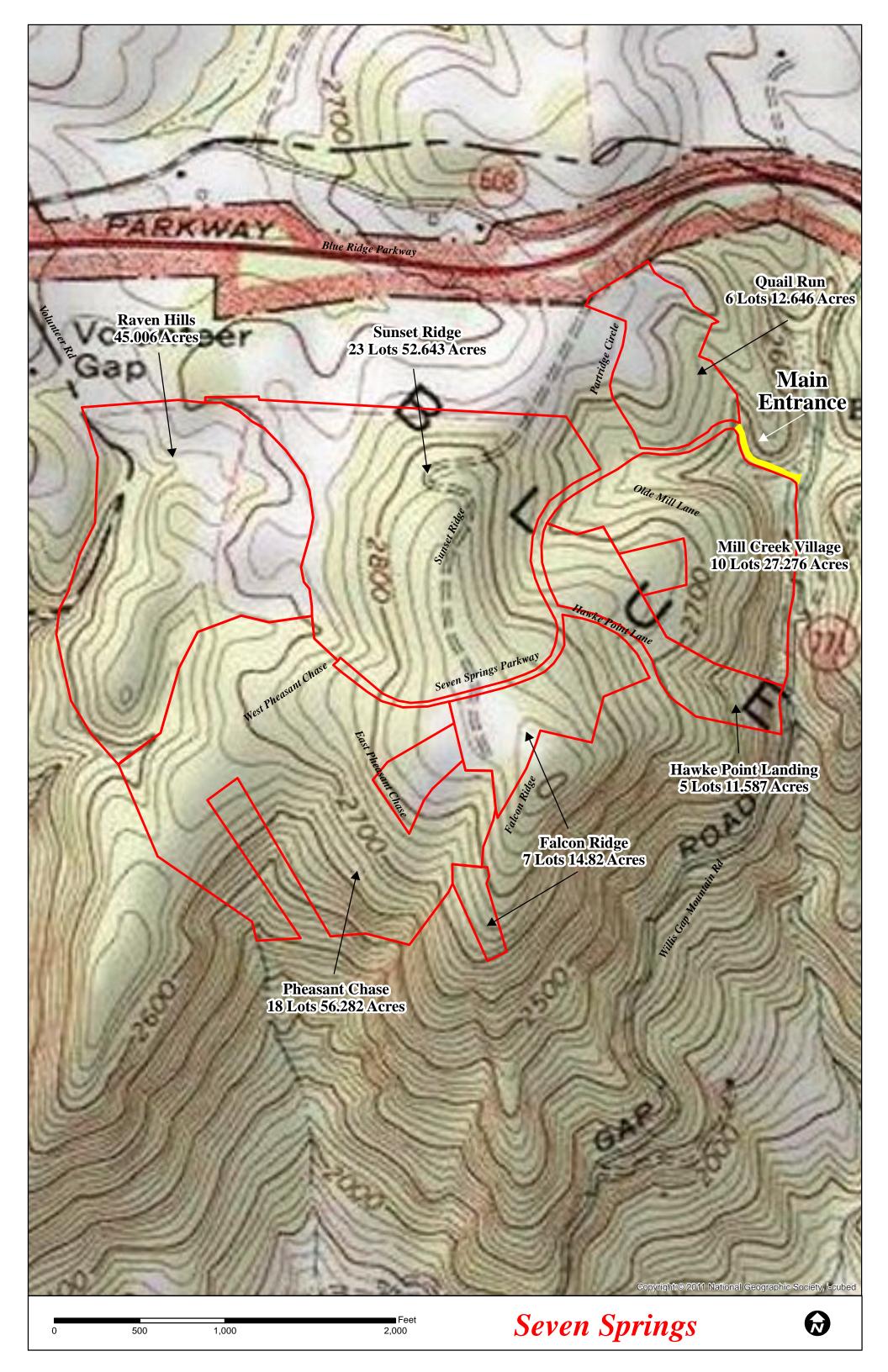
Seven Villages; Mill Creek, Quail Run, Hawke Pointe Landing, Falcon Ridge, Pheasant Chase, Sunset Ridge, and Raven Hills. Raven Hills has two undeveloped tracts. Sunset Ridge has been surveyed but roads and utilities haven't been put in.

Masterplan for Seven Springs

Lots marked as **Sold** not included in Auction Lines in red are for changes made to Pheasant Chase. See survey



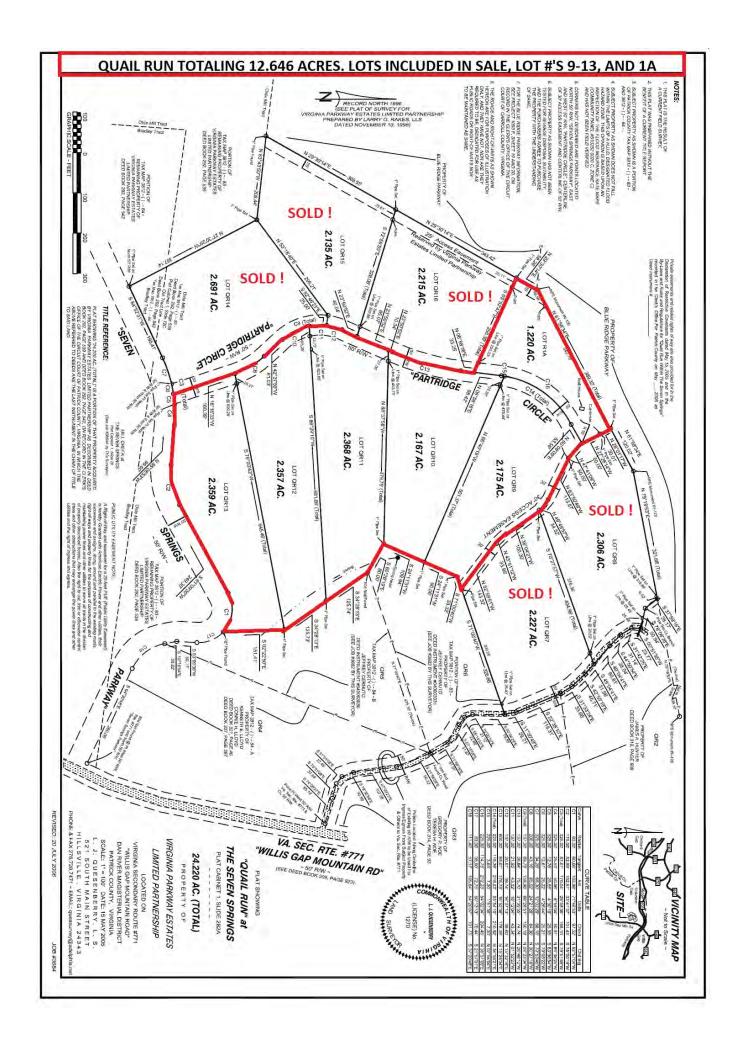


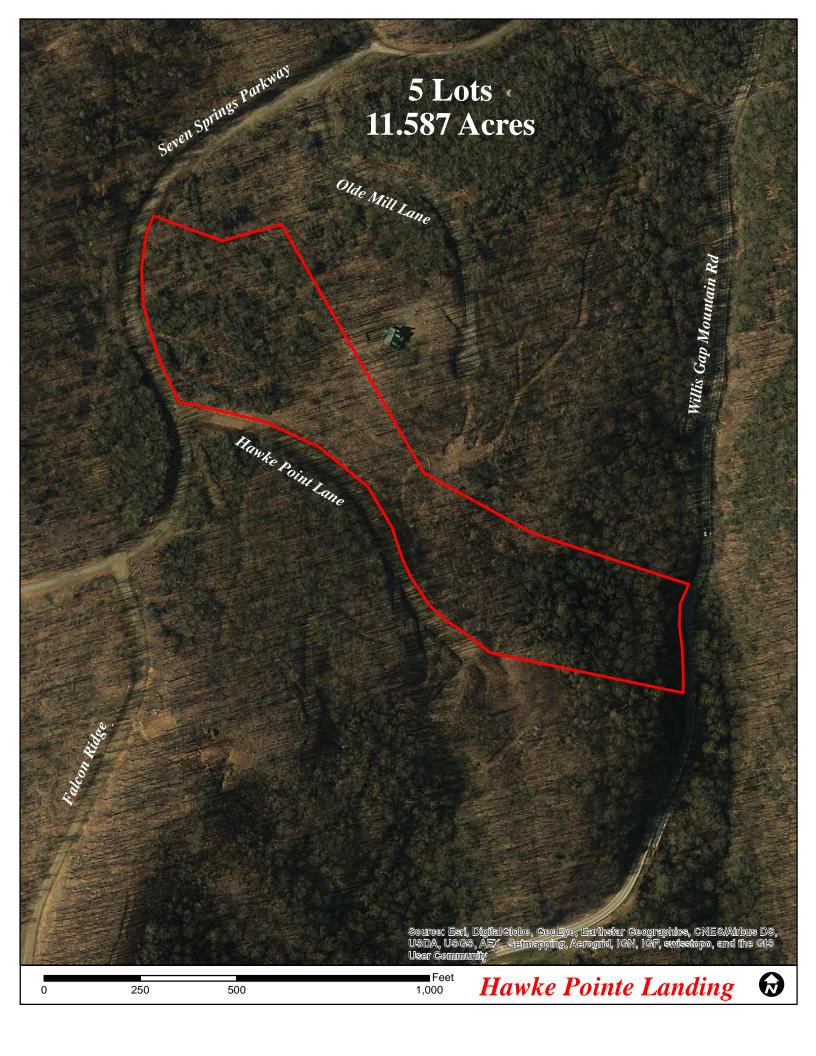


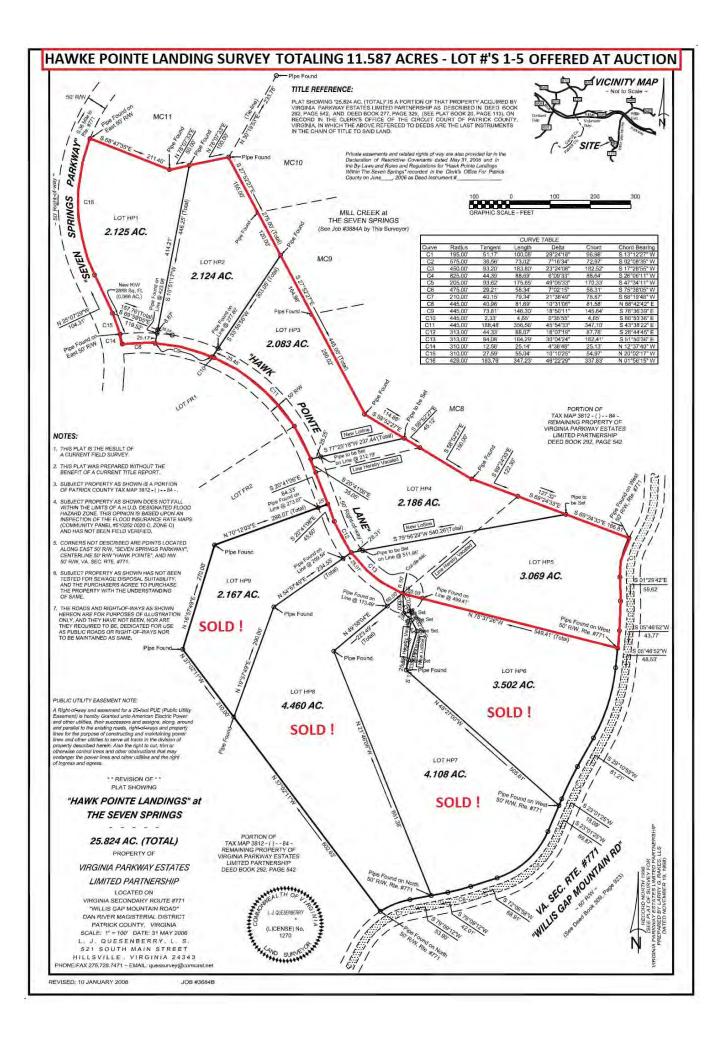


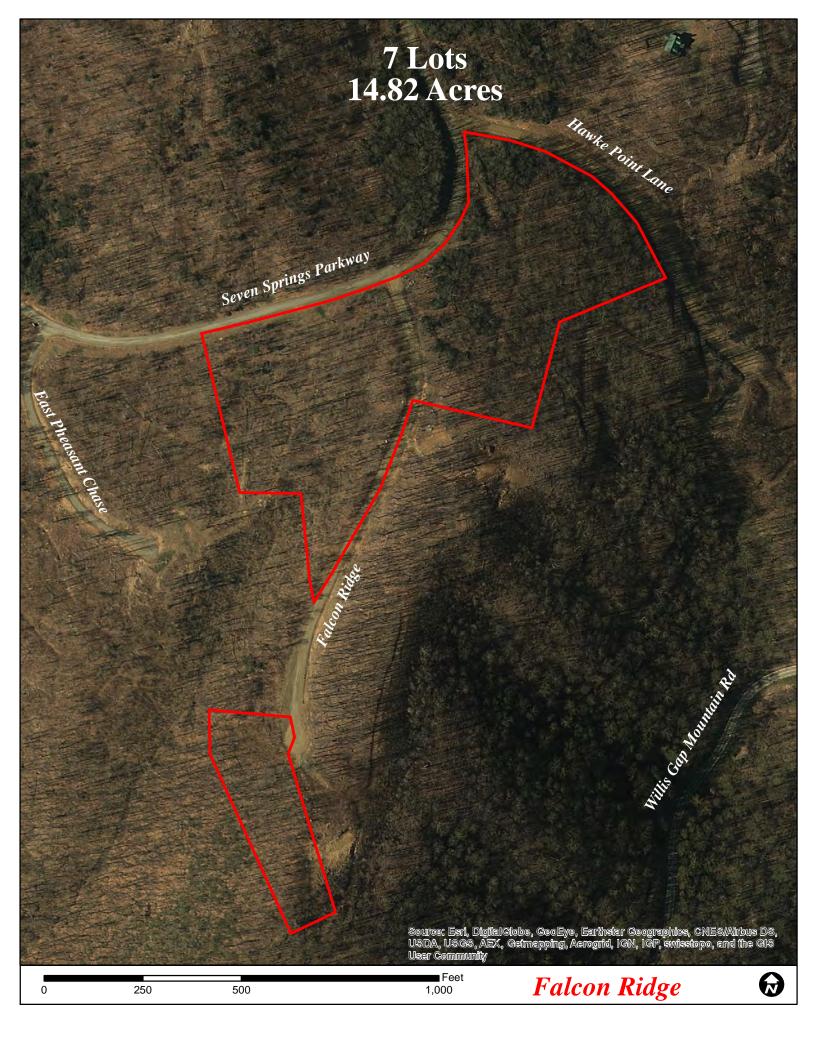
MILL CREEK VILLAGE - 10 LOTS TOTALING 27.276 ACRES; LOTS 1-8, 10, & 11 OFFERED FOR AUCTION. LOT 9 NOT INCLUDED Recreational Easement of .589 Acre on Lot # 2 NOTES: THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY. THE ROADS AND RIGHT-OF-WAYS AS SHOWN HEREDN ARE FOR PURPOSES OF ILLUSTRATION ONLY, AND THEY HAVE NOT, 100F ARE THEY REQUIRED TO BE, DEDICATED FOR USE AS PUBLIC ROADS OR RIGHT-OF-WAYS NOR TO BE MAINTAINED AS SAME. SUBJECT PROPERTY AS SHOWN HAS NOT BEEN TESTED FOR SEWAGE DISPOSAL SUITABILITY, AND THE PURCHASERS AGREET OF DISPOSAL SUITABILITY. AND THE PURCHASERS AGREET OF DISPOSAL SUITABILITY WITH THE UNDERSTANDING THE PROPERTY WITH THE UNDERSTANDING THE PROPERTY WITH THE UNDERSTANDING CORNERS NOT DESCRIBED ARE POINTS LOCATED ALONG SOUTH 50' RW, "SEVEN SPRINGS PARKWAY" NE AND SW 50' RW "OLDE MILL COURT", AND WEST 50' RW. VA. SEC. RTE. #771. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A HULD, DESIGNATED FLOOD HAZARD ZONE. THIS OPNIONI IS BASED UPON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PARKLE #5/1026 DOES ONCE C) AND HAS NOT BEEN FIELD VERIFIED. SUBJECT PROPERTY AS SHOWN IS A PORTION OF PATRICK COUNTY TAX MAP 3812 - () -- 83 - AND 3812 - () -- 84 -. BENEFIT OF A CURRENT TITLE REPORT. A Right-chivily and easement for a 20-lock PLE (Public Lithin) Easement is a newly Granded unity American Easement is a newly Granded unity American Easement in Successors and assigns, along, around and pamilet to the assisting roads, right-chivags and proparely lines for the purpose of constructing and manifesting power lines and other utilities to save all fracts in the division of properly described herein. Also fire right to cut, time or therwise control of properly described herein. Also fire right to cut, time or therwise control reases and other characteristics from the proper lines and other utilities and other characteristics. PUBLIC UTILITY EASEMENT NOTE: assements and related rights of way are also provided for in the for of Restrictive Covenants dated May 15, 2005 and in the and Rules and Regulations for Mill Ceek William the Seven Springs it in the Citak's Office For Patrick County on May _____ 2005 as found the second of the County on May _____ 2005. PLAT SHOWING "29,334 AC.,(TOTAL)" IS A PORTION OF THAT PROPERTY ACQUIRED. BY VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP AS DESCRIBED IN DEED BOOK 292, PAGE 299, AND DEED SORT SHE CIERTYS OFFICE OF THE CIRCUIT COURT OF PATRICK COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEEDS ARE THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND. TITLE REFERENCE: 2.600 AC. " PARTRIDGE CIRCLE " 2.380 AC. 2.058 AC SOLD 3.897 AC 2.091 AC. 2.941 AC 2.166 AC. LOT MC5 4.050 AC. Recreational Easement , Rts. 4771 VA. SEC. RTE. #771 "WILLIS GAP MOUNTAIN RD" ~ 50' R/W ~ (SEE DEED BOOK 309, PAGE 323) 521 SOUTH MAIN STREET HILLSVILLE, VIRGINIA 24343 PHONE & FAX 276.728.7471 - EMAIL: quessurvey@adelphia. REVISED: 20 JULY 2006 DAN RIVER MAGISTERIAL DISTRICT PATRICK COUNTY, VIRGINIA SCALE: 1"= 200" DATE: 15 MAY 2005 L. J. QUESENBERRY, L. S. **JIRGINIA PARKWAY ESTATES** VIRGINIA SECONDARY ROUTE #771 "WILLIS GAP MOUNTAIN ROAD" THE SEVEN SPRINGS LIMITED PARTNERSHIP 29.334 AC. (TOTAL) PLAT CABINET 1, SLIDE 282 "MILL CREEK" at PROPERTY OF PLAT SHOWING LOCATED ON RECORD NORTH 1996 | SEE PLAT OF SURVEY FOR VIRGINIA PARKWAY ESTATES LIMITED PARTNERSHIP PREPARED BY LARKY 5 RAKES, LLS DATED NOVEMBER 18, 1998) VICINITY MAP JOB #3684A

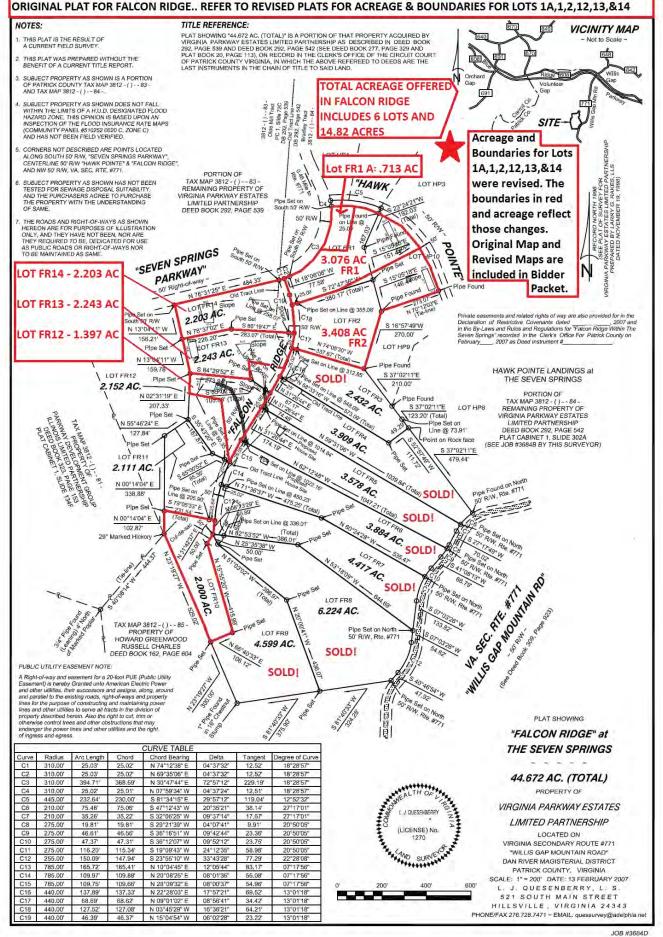


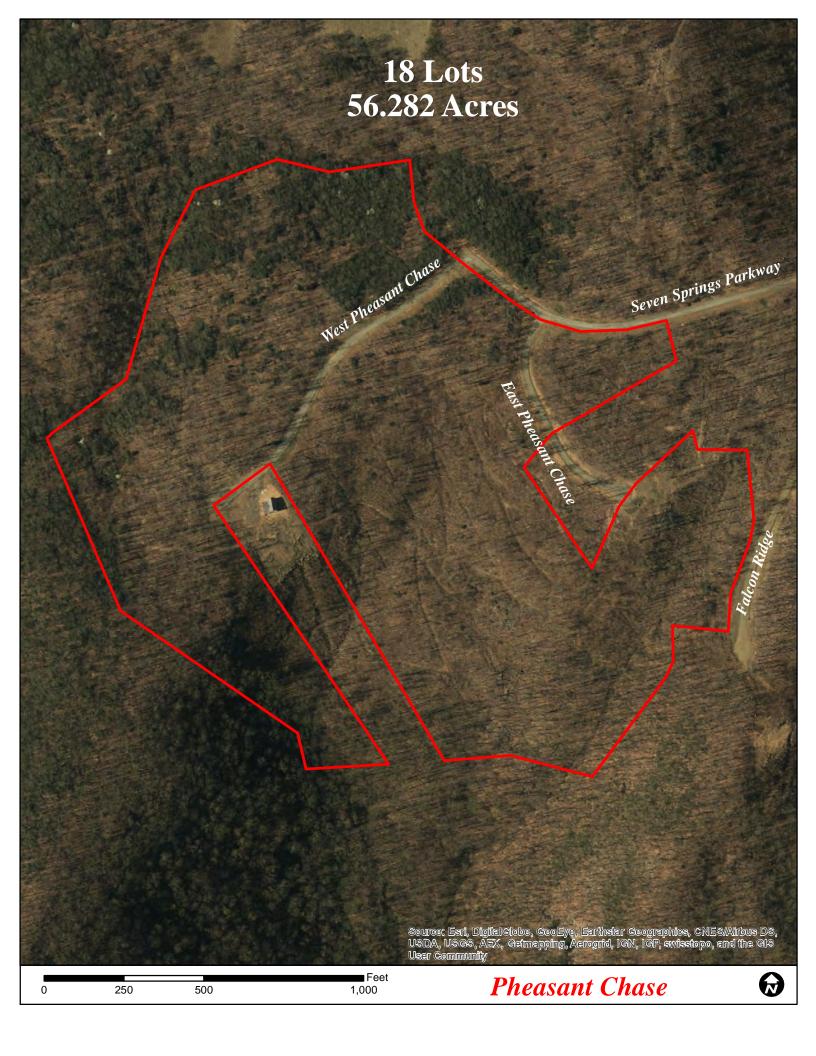


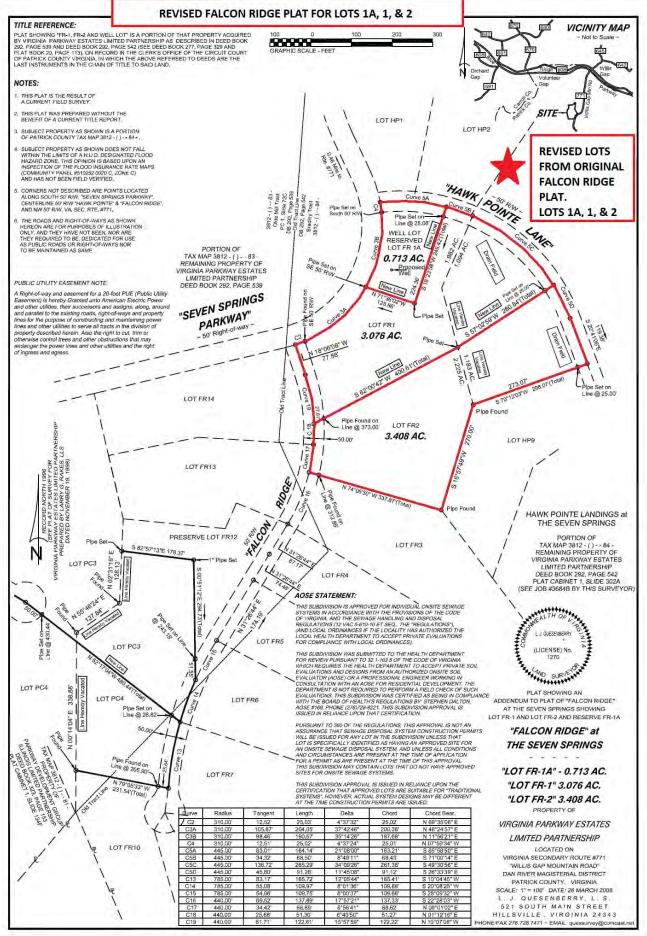


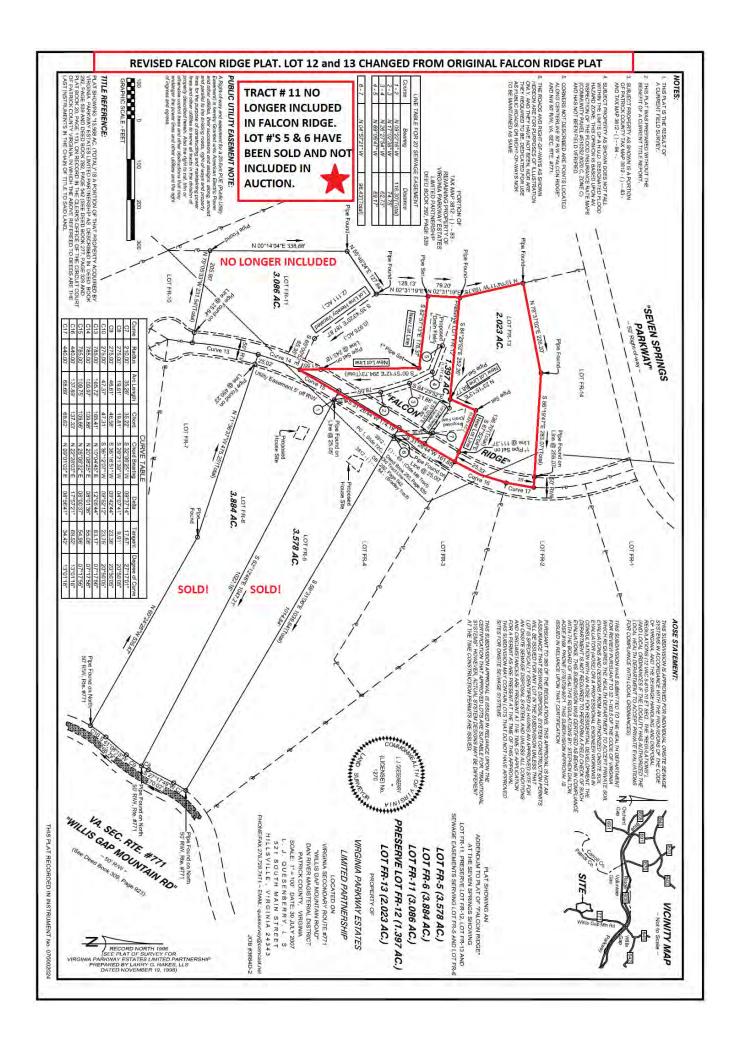


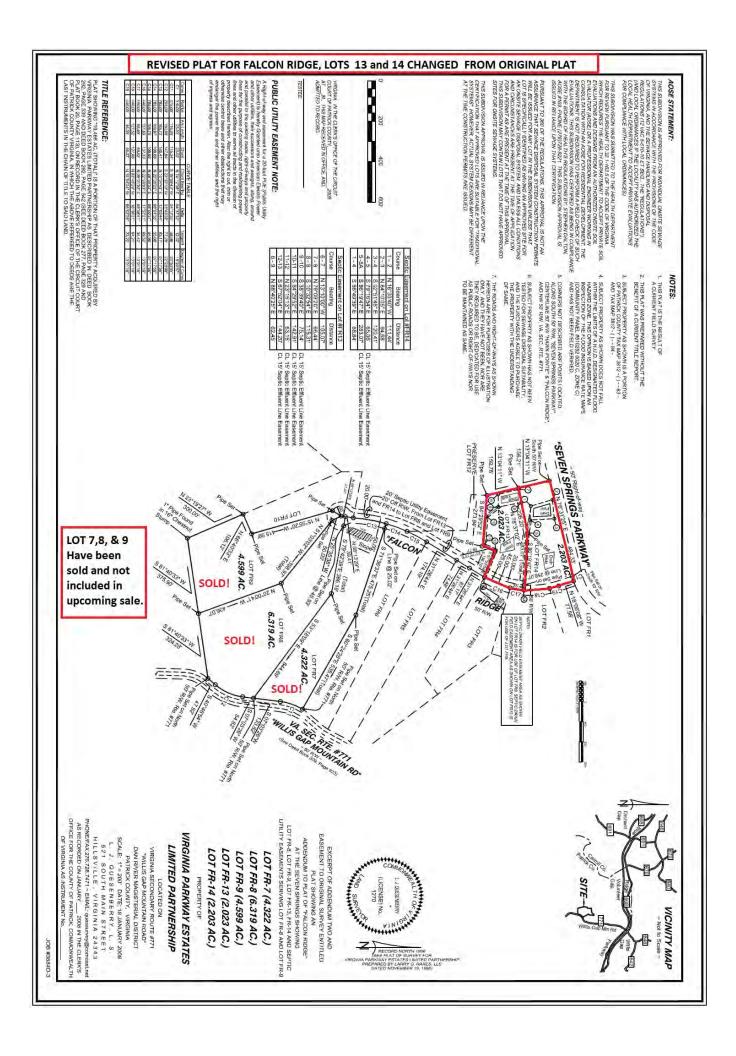


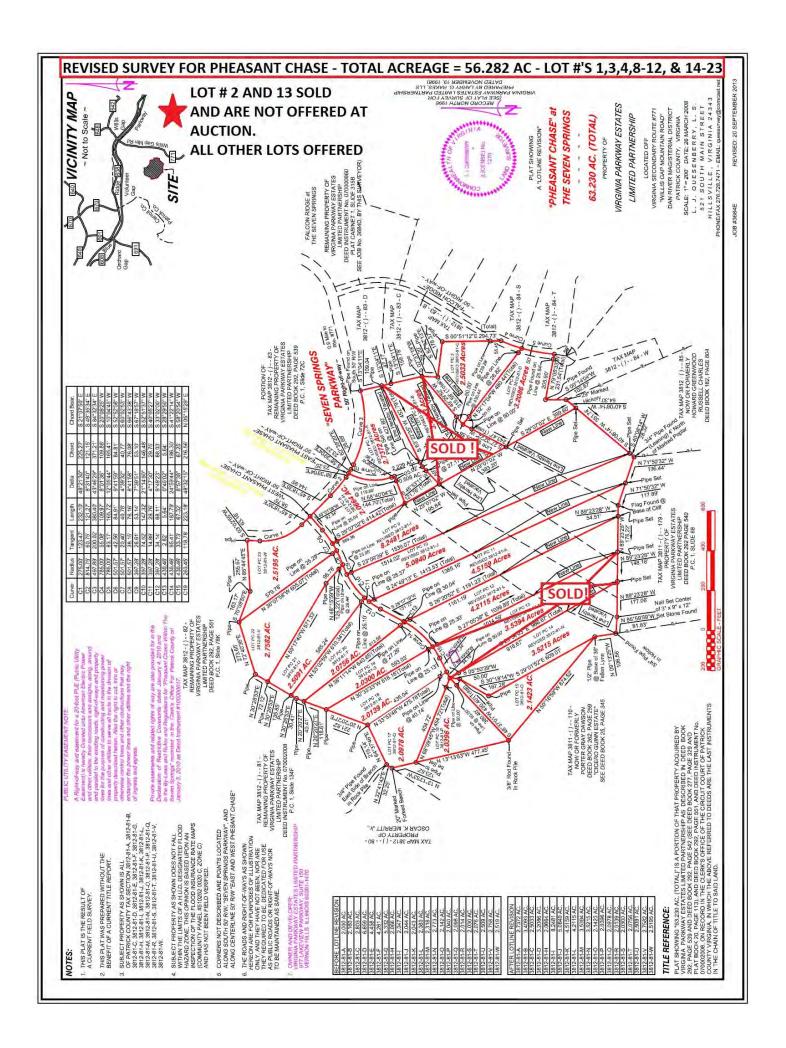


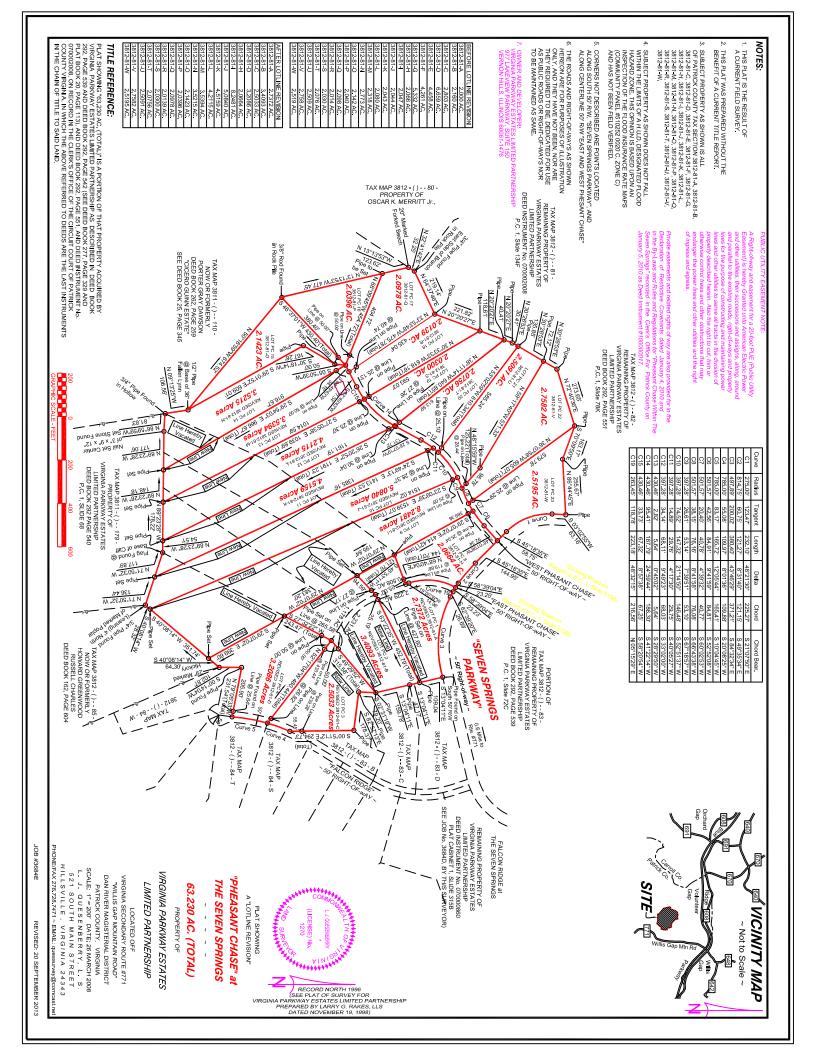


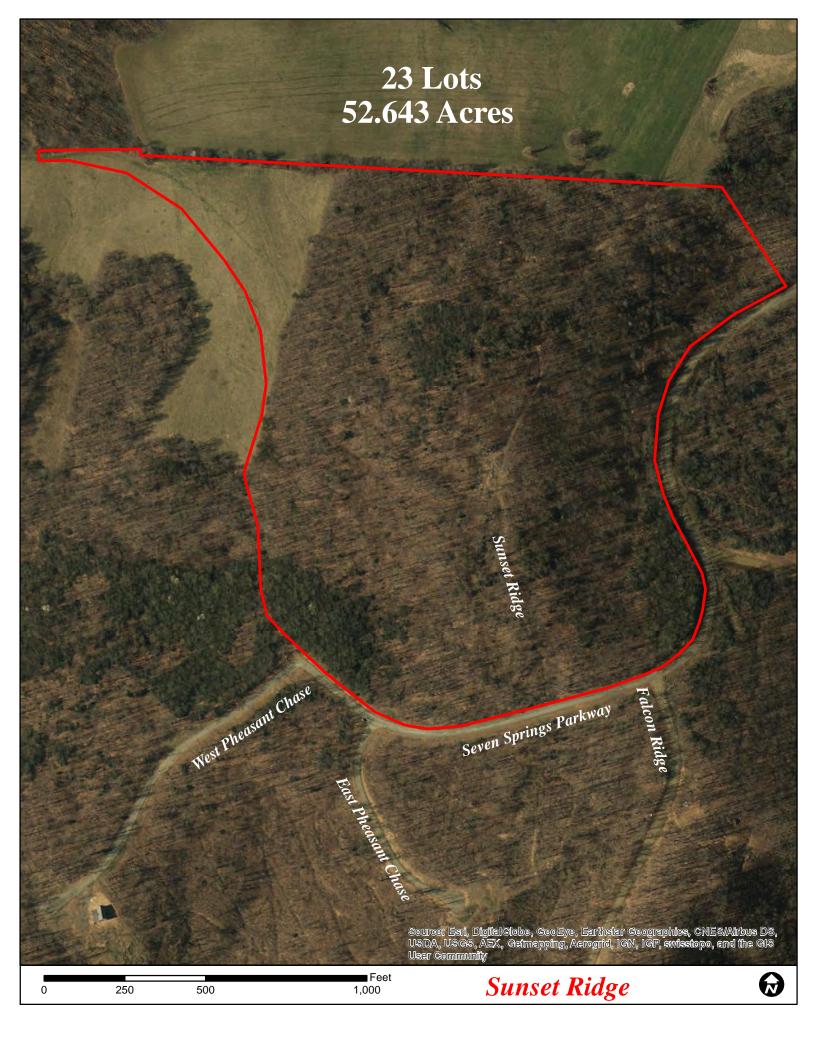


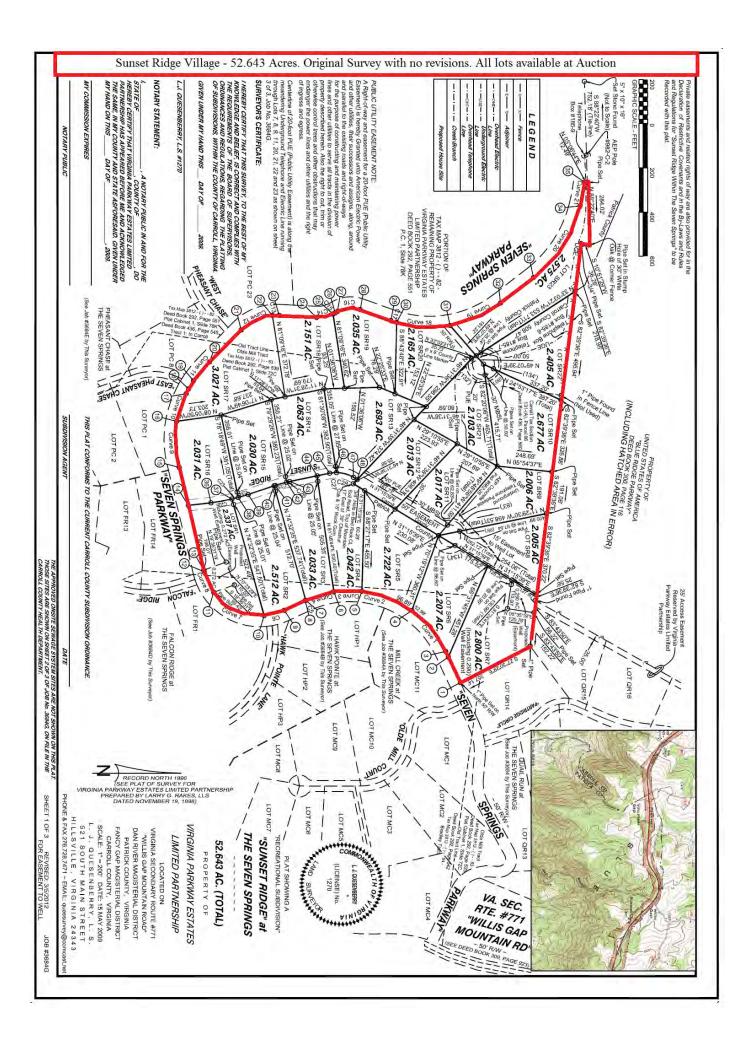






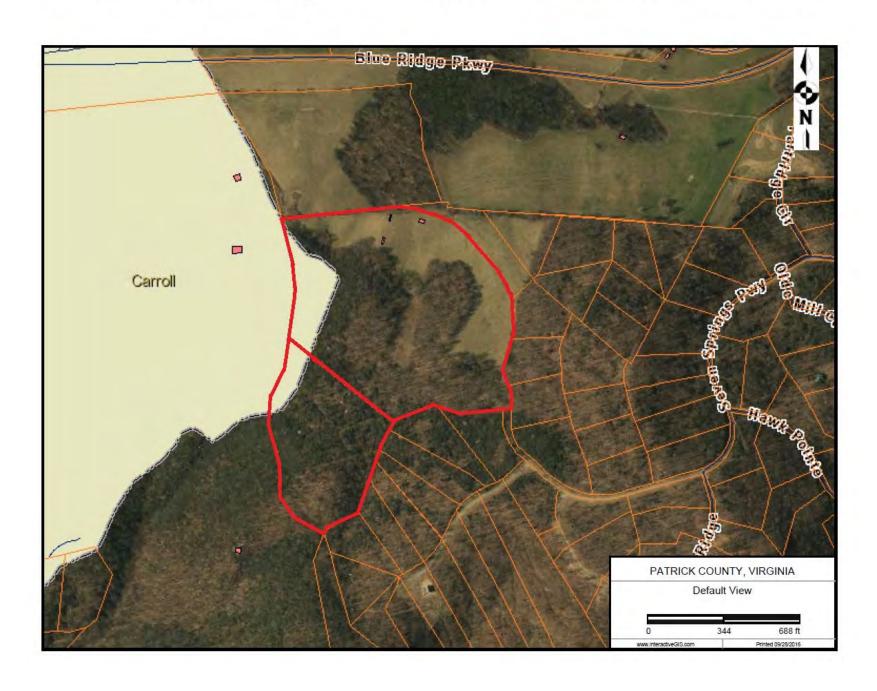




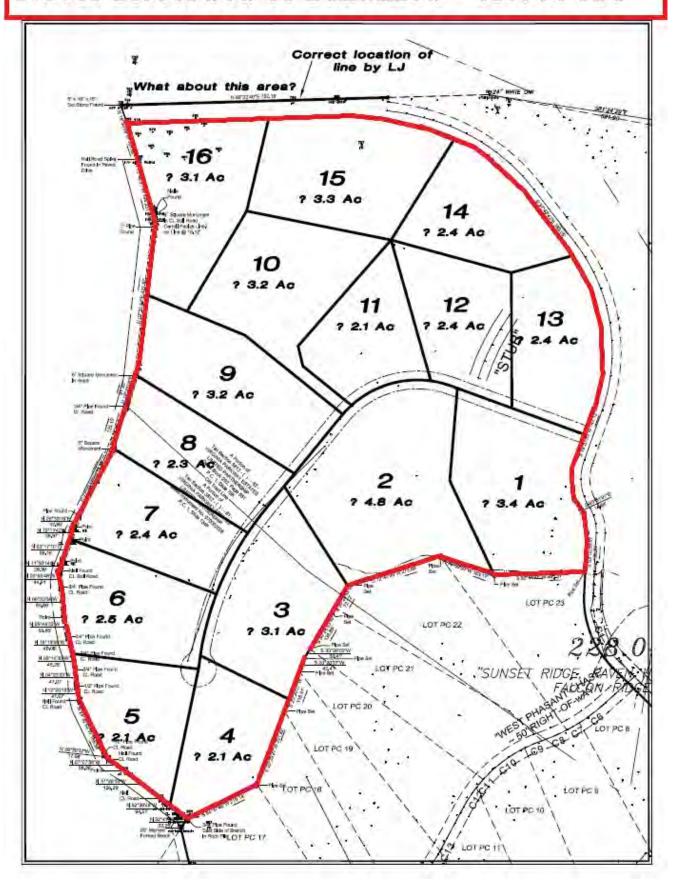




Raven Hills County GIS Map - Two Tracts - 45.006 AC



Raven Hills - Preliminary Division Never Recorded or Finalized - 45.006 AC



CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of November 4th, 2016, between [Virginia Parkway Estates Limited Partnership and/or Allen S. Pesmen Trust] owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and				
`	on of the Prop	ther one or more). The Purchaser was the perty held on this date and this Contract auction sale.		
improvements thereon and appurte	enances theret to as the "Prop	y and Seller agrees to sell the land and all to which has a recorded access easement to a perty"), located in the County of [Patrick		
	LEGAL DES	RINGS DEVELOPMENT THAT APPLIES SCRIPTION. *REFER TO PROPERTY		
<u> </u>	_	ns of personal property, which are free of all e "As-Is": NO PERSONAL PROPERTY		
3. Purchase Price: The purchase which is as follows:	chase price of	the Property is equal to the auction bid price		
· ·	"Settlement")	, which shall be paid to the Settlement Agent by certified or cashier's check, or wired		
4. Deposit. Purchaser has management Agent on behalf of Sel	-	with Seller [or Seller's Broker or the		
Broker or the Settlement Agent or	n behalf of Sel	Deposit shall be held by the Seller [or Seller's ller], pursuant to the terms of this Contract, se Price, unless forfeited in accordance with		
Sellers' Initials	1	Purchasers' Initials		

- 5. **Settlement Agent and Possession.** Settlement shall be made at

 <u>A location mutually agreed upon by Purchaser and Seller</u> on or before <u>December</u>

 <u>6th, 2016</u> ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.
- 6. This is a cash sale and not contingent upon any matter, including Buyer's obtaining financing, performing any due diligence or investigation of the Property or Seller's deliveries, except as set forth herein.
- 7. Required Disclosures.
 - (a) **Property Owners' Association Disclosure.** Seller represents that the Property is 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.
 - (b) Purchaser acknowledges that Purchaser has received and reviewed the association disclosure packet. Purchaser accepts the disclosure as it is written, therefore Purchaser hereby waives its cancellation rights set forth in the paragraph immediately below. ______ initial

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

upon Purchaser's notice of cance	ellation. Any ri	ghts of Purchaser to cancel the Contract not exercised prior to Settlement.
represents that the Property is no unit, this Contract is subject to the	ot a condomini ne Virginia Co	Pursuant to Virginia Code § 55-79.97, Seller um unit. If the Property is a condominium ndominium Act that requires Seller to furnish losures prior to entering into a binding
Sellers' Initials	2	Purchasers' Initials

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.

(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.

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

(e)	Notice of Principal Residence	e. Purchaser does _	or does not	intend to
occupy the Pr	roperty 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 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.
- 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

Sellers'	Initials	3	Purchasers' Initials

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.

8. Standard Provisions.

- 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, other than the failure of Purchaser to fulfill its obligations under this Contract, including payment in full of the Purchase Price, the Purchaser shall be refunded the Deposit as its sole remedy. 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 real estate taxes and assessments shall be prorated as of Settlement.
- (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

Sellers' Initials 4	Purchasers' Initials
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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.
- (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 or any other matters. Seller is under no obligation to provide any information or materials beyond what was made available to Purchaser prior to execution of this Contract or as required pursuant to this Contract.
- (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. 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 5	Purchasers' Initials
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IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

or the c	day and year first above written.				
	Virginia Parkway Estates Limited Partnership By: VPE, Inc, its General Partner				
	By:				
	(Seller)	(Date)			
and/or					
	Allen S. Pesmen Trust (Seller)		(Date)		
	(Purchaser)			(Date)	
	(Purchaser)			(Date)	
Sellers	'Initials	6	Purchas	sers' Initials	