



Blue Ridge Land & Auction Co., Inc

Online Auction Bidders Agreement

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

AUCTION FOR – Heart Holdings LLC, by & Richard & Theresa Obiso, Managing Members

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

AUCTION DATE – Thursday, October 20th, 2022 @ 4 PM

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

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

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

OFFERING –

Legally described as:

Offering # 1

Tax ID #127-A 24C; Parcel ID: 120176; Consisting of +/-9.514; Deed 2019, Page 008341

Address: 4025 Childress Rd., Christiansburg, VA 24073

Offering # 2

Tax ID # 127–8 7B; Parcel ID: 140688; Consisting of +/- .511 AC; Deed 2020, Page 007023

Address: 3850 Poppy Lane, Christiansburg, VA 24073

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, June 28th, 2022, at 4:00 PM (EST)**

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

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

Online Auction Terms & Conditions

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

was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit per offering will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, December 5th, 2022**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants. Offerings will extend and close simultaneously.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is

subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.

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

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

Individual State License #'s

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

Firm State License #'s

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



Auction Services

Aerial Map

Offering # 1 - 9.514 Acres
4025 Childress Road, Christiansburg VA

Offering # 2 - .51 Acre
Poppy Lane, Christiansburg VA



Offering # 1
9.514 Acres

Offering # 2
.51 Acre

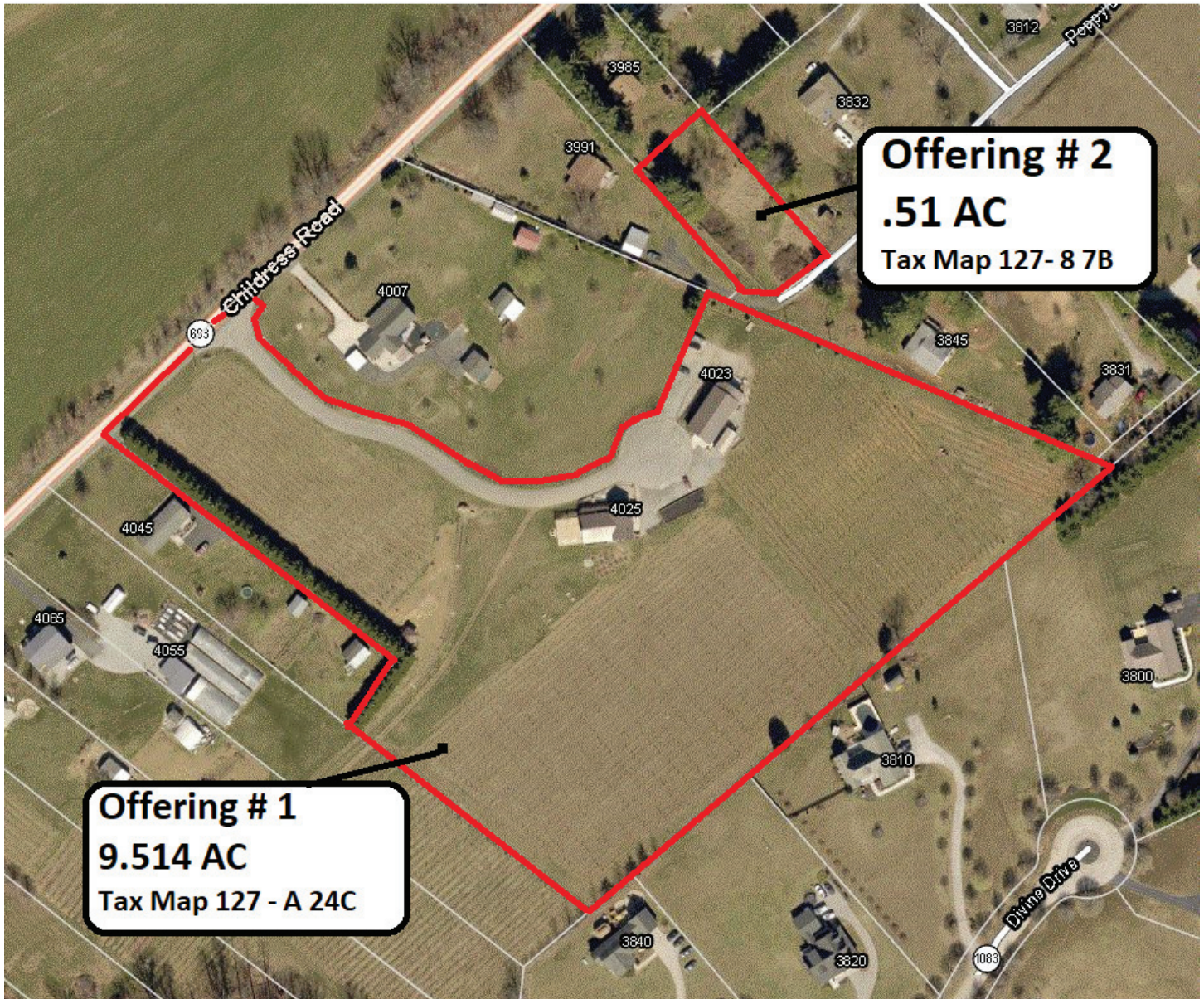


Auction Services

Montgomery County VA GIS Map

Offering # 1 - 4025 Childress Road
Christiansburg, VA

Offering # 2 - 3850 Poppy Lane
Christiansburg, VA





Neighborhood

Auction Services

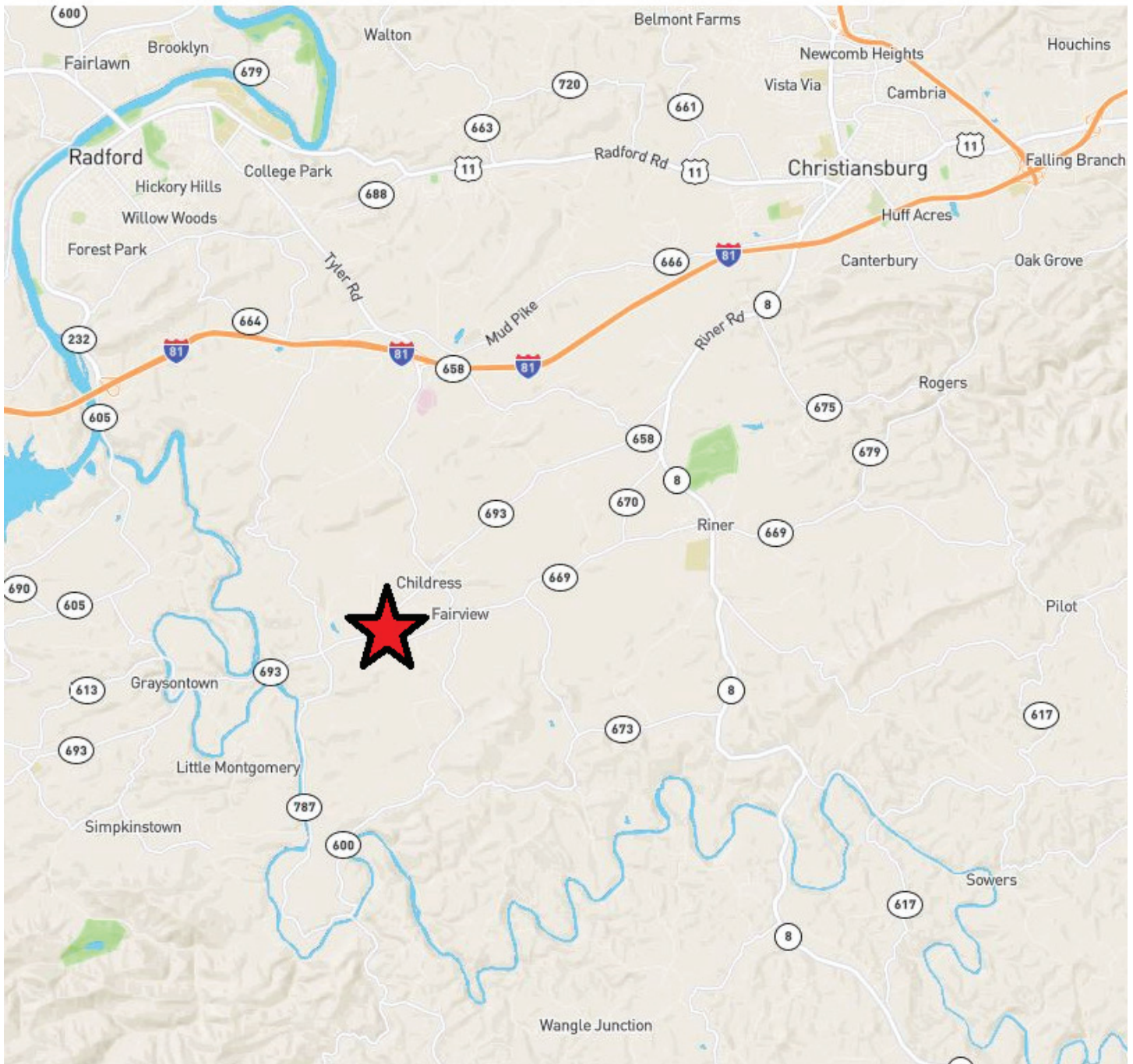


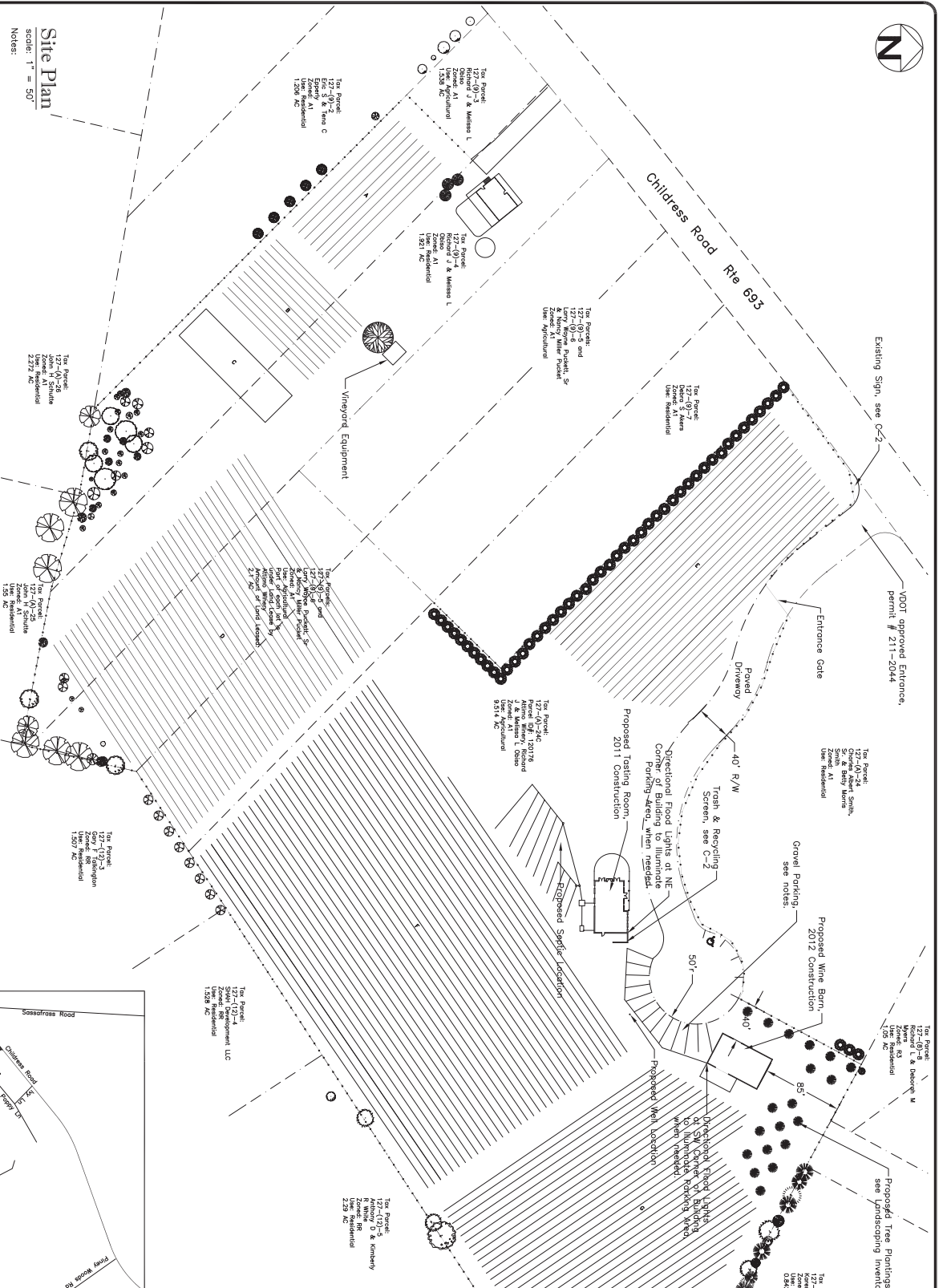


Location Map

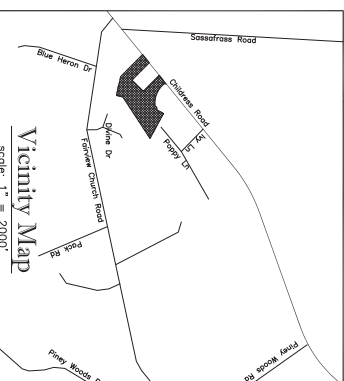
4025 Childress Road
Christiansburg VA

Auction Services





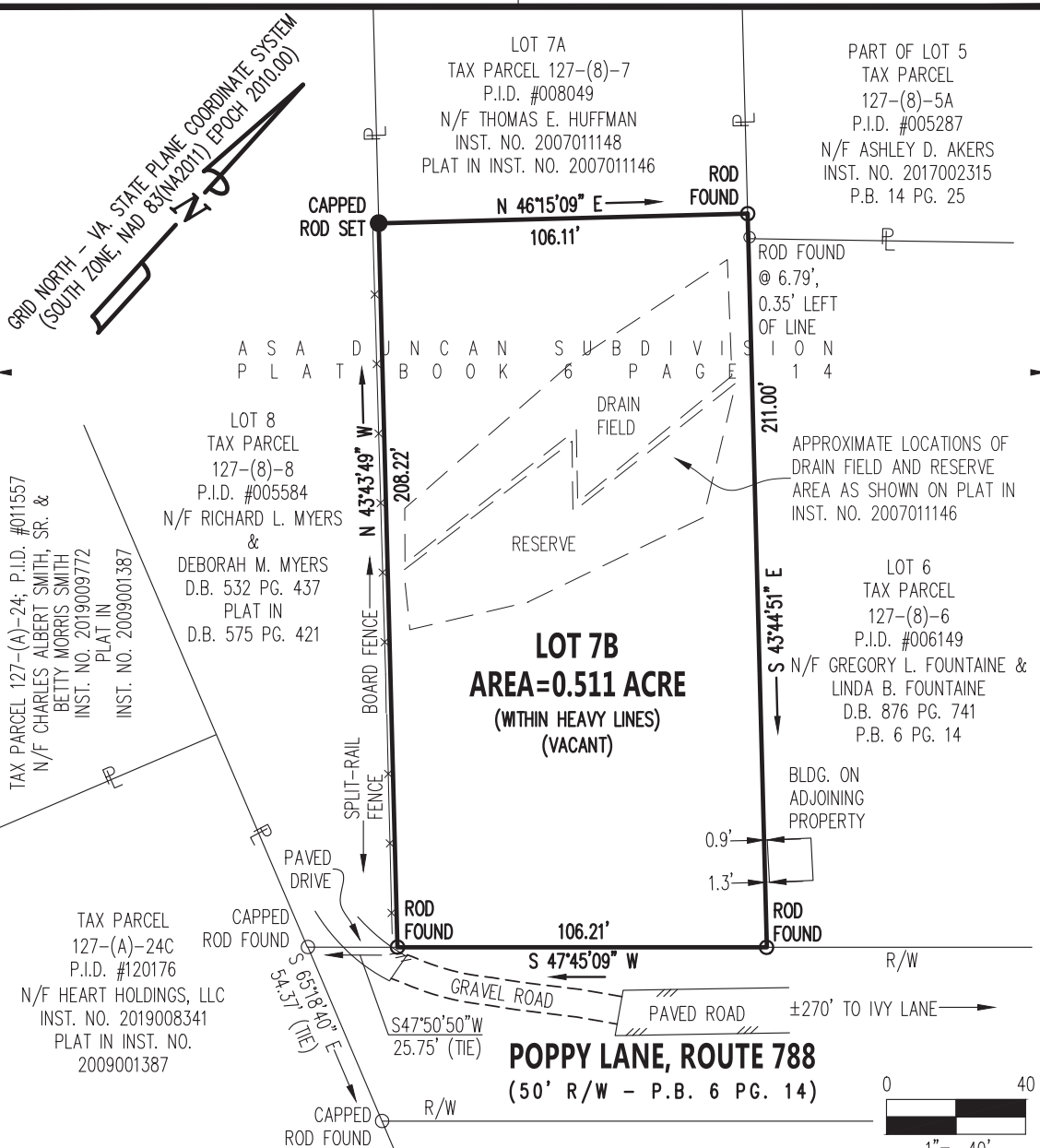
- Site Plan**
 scale: 1" = 50'
- Notes:
1. Property is not located in a FEMA Flood Zone.
 2. Light sources shall not exceed .25 footcandles measured at the boundary of any residential district, or, in residential or agricultural districts, at the lot line of any adjacent lot.
 3. Parking Required: Retail = 2.900sf/1,000GFA = 2.9 * 4 = 12 spaces
 4. Plan will abide by rezoning approval ORD-FY-10-15 & Code of Virginia, Section 15-2-2288.3



Landscaping Legend & Inventory

- Deciduous Existing Trees of varying species, along property line
- Coniferous Existing Trees of varying species, along property line
- Leland Spruce Trees, planted by others 2007, along property line.
- Block A: 220 Existing Cabernet Franc Vines, planted April 2008, spaced 6'oc in rows.
- Block B: 120 Existing Vignone grape vines, planted April 2008, spaced 6'oc in rows.
- Block C: 375 Raspberry & Blackberry plants, planted June 2010, spaced 18"oc in rows.
- Block D: 375 Raspberry & Blackberry plants, planted April 2008 & March 2009, spaced 18"oc in rows.
- Block E: 270 Petit Verdot, 270 Chardonnay & 240 Chardonal, planted April 2009, spaced 6'oc in rows.
- Block F: 980 Vidal grape vines, planted April 2010, spaced 6'oc in rows.
- Block F: 2011 Planting - 2500 grape vines: 900 Vidal, 600 Chardonnay, 1000 Cabernet Franc.
- Block G: 2011 Planting - 2100 grape vines: 900 Chardonnay, 1200 Traminette.
- Siberian Pine Trees, p. adults - 2011 & 2012 Planting, spaced 25'oc in 3 rows.

inkworks		(540) 382-7619
Christiansburg, Virginia 24073		
Athmo Winery, LLC		DESIGN: mlc
4025 Childress Road		DRAWN: mlc
Christiansburg, VA 24073		CHECKED: ro
Site Plan		DATE: 1/3/2011
Melissa & Richard Obiso		PROJECT#: 10-02
4071 Childress Road		
Christiansburg, VA 24073		
Revisions:		
		C-1
		1 OF 2



COMMONWEALTH OF VIRGINIA
RALPH O. CLEMENTS
 Lic. No. 1864
Ralph O. Clements
 08/14/20
LAND SURVEYOR

PHYSICAL IMPROVEMENT SURVEY
 OF
LOT 7B,
ASA DUNCAN SUBDIVISION
 RINER MAGISTERIAL DISTRICT
 MONTGOMERY COUNTY, VIRGINIA

- NOTES:**
- THIS PLAT WAS PREPARED FOR: HEART HOLDINGS, LLC
 - CURRENT OWNER: HEART HOLDINGS, LLC
LEGAL REFERENCES: INST. NO. 2020007023; PLAT IN INST. NO. 2007011146
TAX PARCEL NO. 127-(8)-7B; P.I.D. #140688
SITE ADDRESS: 3850 POPPY LANE CHRISTIANSBURG, VA
 - THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES AND EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY.
 - THIS PLAT IS BASED ON AN ACTUAL FIELD SURVEY, USING MONUMENTS FOUND TO EXIST AND THEREFORE MAY NOT CONFORM TO PREVIOUS DEEDS OR PLATS OF RECORD.
 - THE SUBJECT PROPERTY LIES IN "ZONE 'X' - OTHER AREAS", AS DEFINED BY F.E.M.A. & AS SHOWN ON F.I.R.M. MAP NO. 51121C0220C, EFFECTIVE DATE OF SEPTEMBER 25, 2009. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS ONLY. NO ELEVATION STUDY HAS BEEN PERFORMED AS A PART OF THIS PROJECT.
 - NO KNOWN IDENTIFICATIONS OF GRAVES, OBJECTS, OR STRUCTURES MARKING A PLACE OF HUMAN BURIAL WERE OBSERVED ON THE SUBJECT PROPERTY DURING THE COURSE OF THIS SURVEY.

X:\Drawings\3059\SURVEY\Drawings\Plats\3059-Plat3.dwg
 PLAT_08/18/2020 1:48:42 PM, Mtr, AutoCAD PDF (General Documentation).pc3, 11

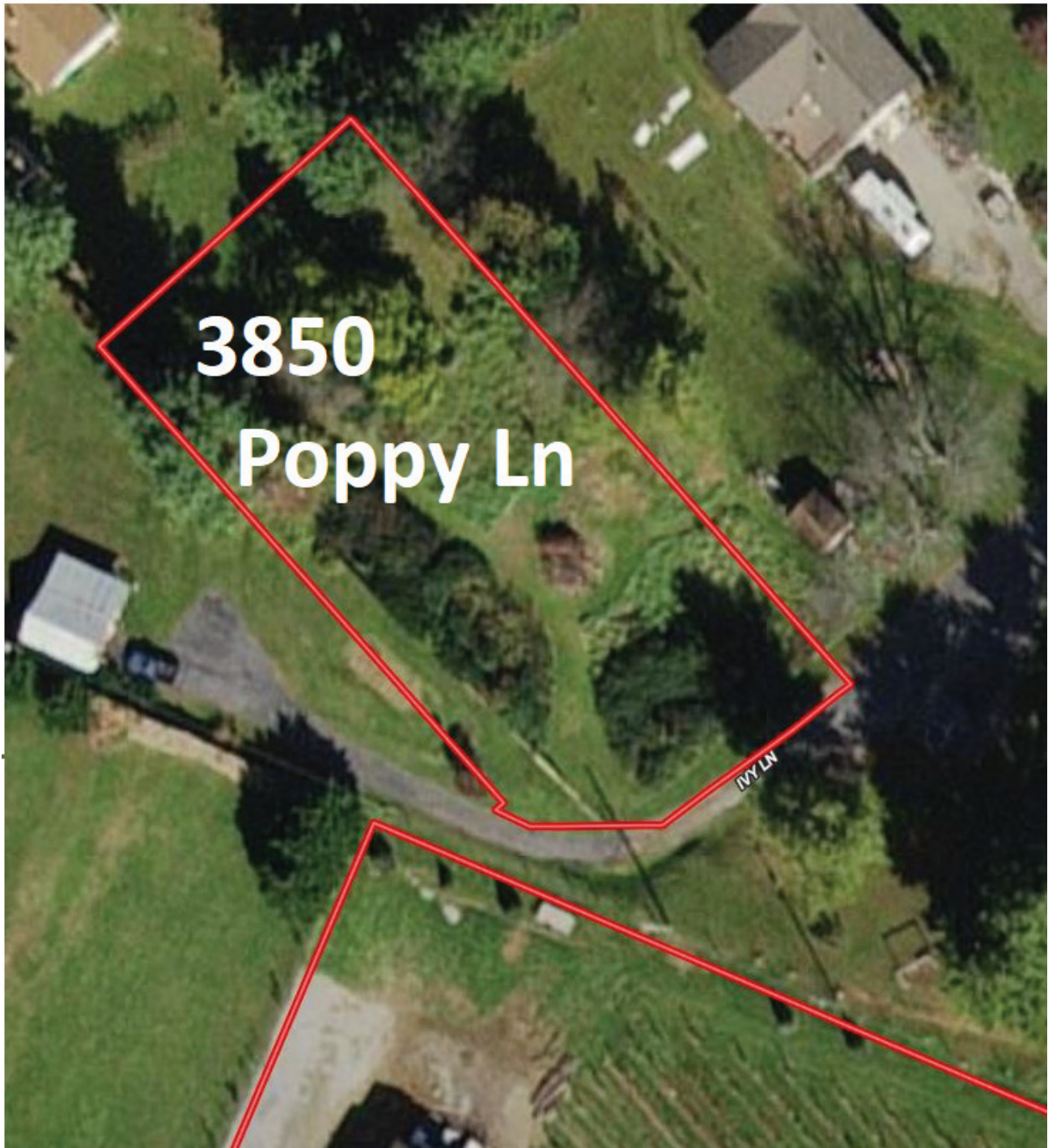
GAY AND NEEL, INC.
 ENGINEERING ♦ LAND PLANNING ♦ SURVEYING
 1260 Radford Street
 Christiansburg, Virginia 24073
 Phone: (540) 381-6011
 Fax: (540) 381-2773

Email: info@gayandneel.com
 Web: www.gayandneel.com

PROJECT TEAM		
PM	ROC	
TECH	MTM	
CREW	APP, CJL	
DATE	GNI/JN	SHEET
08/14/20	3059	1 OF 1



Aerial Offering # 2 .51 Acre



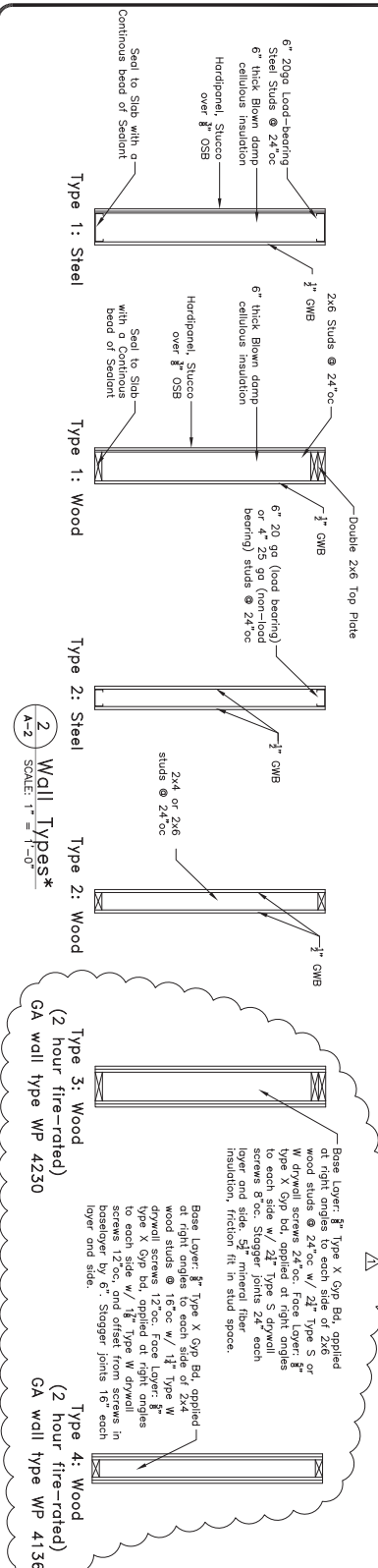
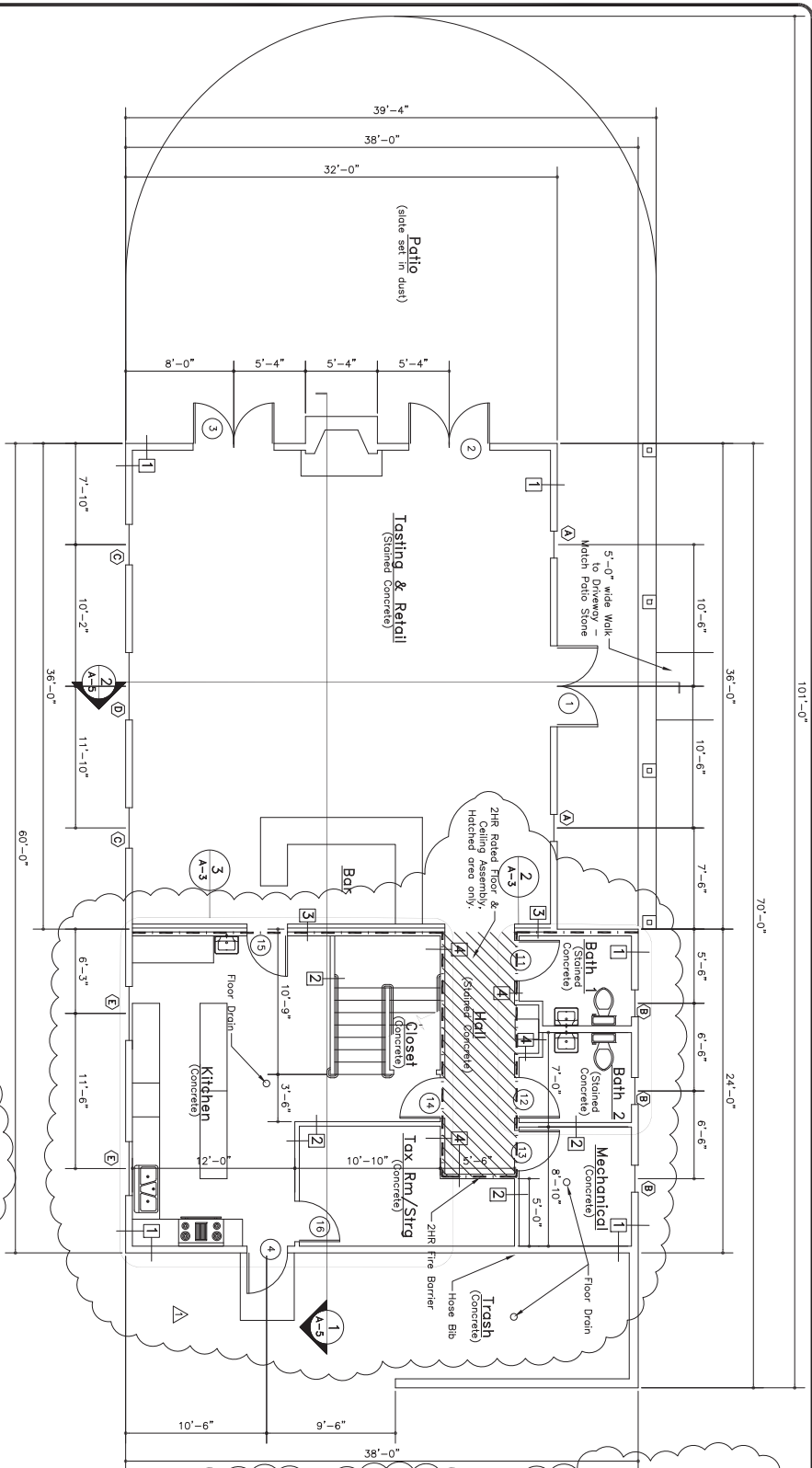
1 Main Floor Plan

SCALE: 1/4" = 1'-0"

Building Code: Virginia Statewide Code, 2006
 Construction Type: VBA
 Fire Protection: A-2
 Fire Alarm: A-2
 Fire Suppression: A-2
 Fire Barrier: A-2
 Allowable Floor Area: 10,500 SF
 Actual Floor Area: 7,624 SF
 Mechanical Room Capacity: 80 persons total
 Occupancy: 80 persons total
 Tasting Room Capacity: 70 @ 15sf/pp
 Kitchen Capacity: 20 @ 10sf/pp
 Mechanical Room Capacity: 1 @ 30sf/pp
 Office Capacity: 6 @ 10sf/pp
 Required Total Exit Width: 75"
 Actual Total Exit Width: 232"
 Design Loads:
 Main Floor Live Load: 125psf
 Second Floor Live Load: 100psf
 Ground Snow Load: 25psf
 Basic Wind Speed (3 second gust): 90mph

*Note:
 Light gage wood framing members in lieu of steel for all stud walls, exterior and interior floor trusses, and roof trusses, at the Building Contractor's discretion, Virginia Statewide Code must be followed at all times, as all details drawings are to face of 4" or 6" steel framing members.

2 HR Rated Floor Assembly - GA FC 5751: 4 layers 5/8" type X Gyp Bd. Base layer applied at right angles to wood studs @ 24" oc w/ 1/2" type W drywall screws 12" oc. Third layer applied at right angles to trusses w/ 2 1/2" type W drywall screws 12" oc - joints offset from first layer 24" oc. Hat shipped rigid furring channels 24" oc applied at right angles to trusses over third layer w/ (2) 2 1/2" type W drywall screws of each truss. 1" ice layer applied at right angles to furring channels w/ 1 1/2" type S drywall screws 12" oc. Mineral fiber insulation, friction fit in stud space.



inkworks
 Charlottesville, Virginia 24073 (540) 382-7619

Attimo Winery Tasting Room/Design: mlc
 4025 Childers Road
 Charlottesville, VA 24073

Main Floor Plan
 Checked: yb

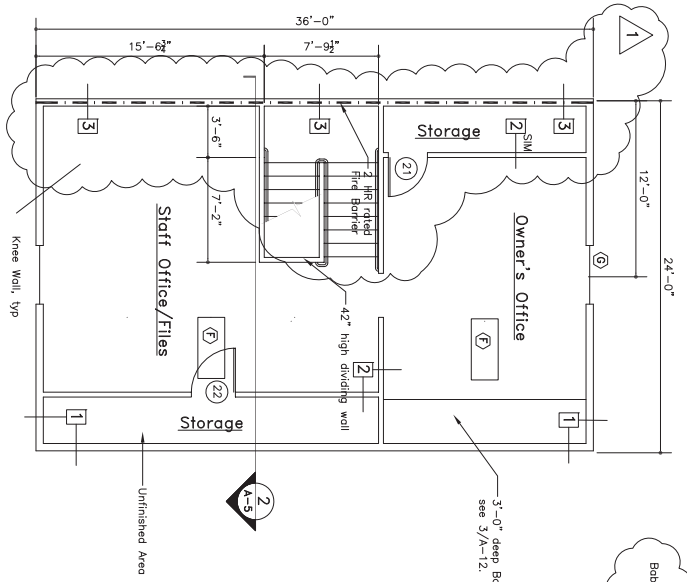
Slide Creek Builders
 PO Box 410, Charlottesville, VA 24063
 VA Class A Lic#27205135515

DATE: 1/6/2011
 PROJECT#: 10-02

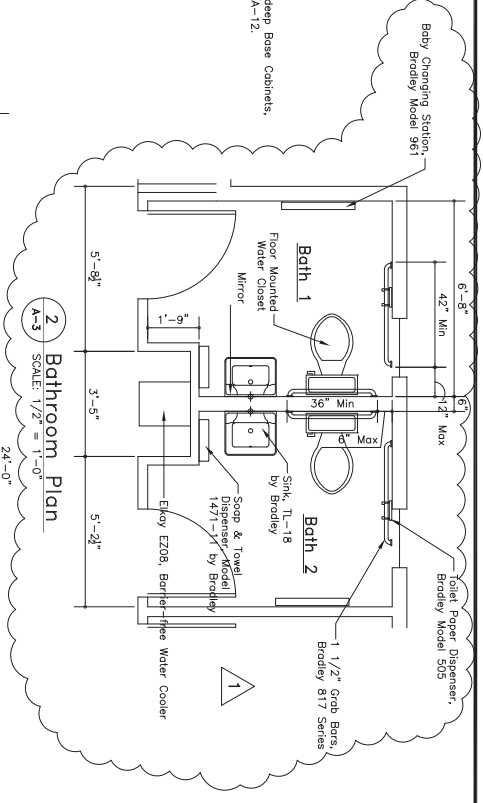
Revisions:
 2/24/2011 Code Compliance

A-2
 2 OF 12

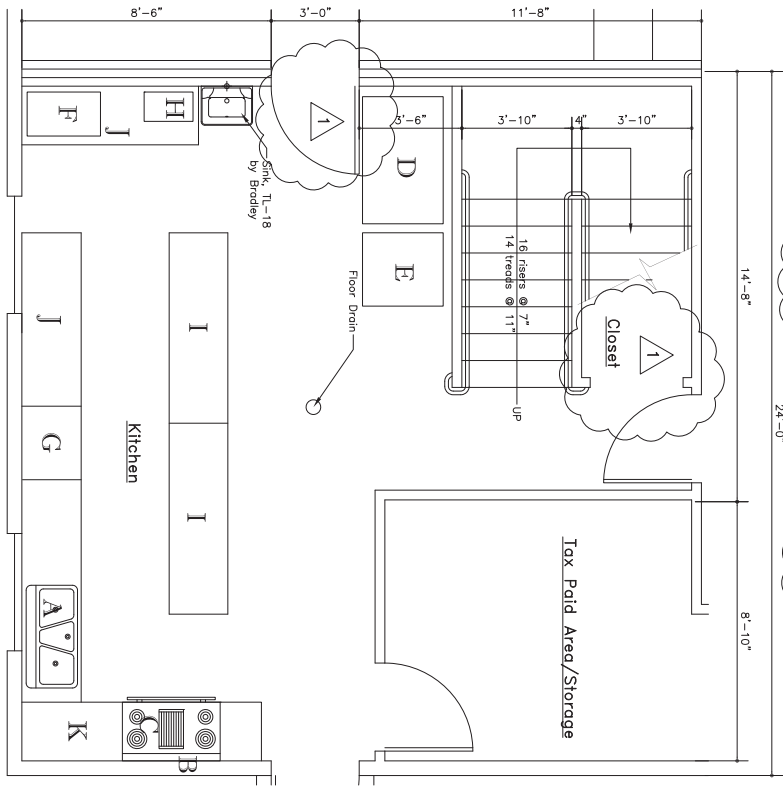
1 Second Floor Plan
SCALE: 1/4" = 1'-0"



2 Bathroom Plan
SCALE: 1/2" = 1'-0"



3 Kitchen Plan
SCALE: 1/2" = 1'-0"



Equipment List:

- A Allstrop (or other) used 3 compartment sink, 18x18 with Two 18" drainboards, 24" x 90" top.
- B Vantometric (or other) used 4ft Kitchen Grease Exhaust Hood w/ Built-in Range Fire Suppression System.
- C US Range (or other) used 4 open eye range w/ 24" Griddle & Oven.
- D Mignoli (or other) Commercial 49 CuFt Reach-in Refrigerator/Cooler.
- E Arctic Air (or other) Commercial 22 CuFt Reach-in Freezer.
- F Ice-O-Matic (or other) ICEU070 Self Contained Ice Cube Maker.
- G Jet Tech (or other) Undercounter Dishwasher & Greasewasher, High Temp. 22 racks/hour.
- H Vantage Soda Dispenser (or other), 4-product Soda Fountain, Refrigerated.
- I 24" x 78" Work Table
- J 24" x 72" Work Table
- K 24" x 40" Work Table

inkworks		(540) 392-7619
Christiansburg, Virginia 24073		
Attimo Winery Tasting Room		DESIGN: mlc
4025 Childress Road Christiansburg, VA 24073		
DRAWN: mlc		
CHECKED: yb		
DATE: 1/6/2011		
PROJECT#: 10-02		
Revisions:		
A-3 2/24/2011 Code Compliance		
A-3		3 OF 12

Improvement 2015 appraisal:

- 7 acres of mature vineyard (Chambourcin, Petit Manseng, Chardonnay, Cabernet franc, Vidal blanc)
- Over 100 fruit trees (apple, peach, cherry, plum, and pear) about equal number of each
- Over 25 Mature Fig trees
- Hop Garden with over 200 rhizomes (Cascade, Centennial, Willamette) - \$10,000
- Greenhouse (35 x 100) with fans, electric, thermostat and heater (propane) - \$45,000
- Gazebo and outdoor concert area (\$25,000)
- Building expansion for barrel room and Brewery production area – 16' x 65' (\$125,000)
- Farm and wire fence with gate 6' high (\$95,000)

Parcel ID: 120176

HEART HOLDINGS LLC
4025 CHILDRESS RD

Owners

Owner1 HEART HOLDINGS LLC
 Owner2
 Mailing Address 4025 CHILDRESS RD
 Mailing Address2
 City, State, Zip CHRISTIANSBURG VA 24073

Parcel

Tax Map Number 127- A 24C
 Property Address 4025 CHILDRESS RD
 City, State, Zip CHRISTIANSBURG VA VA 24073
 Neighborhood Code MR336000
 Class Code/Description 2000/Single Family Res Suburban
 Use Code/Description 501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
 Primary Zoning Code/Desc A1/AGRICULTURAL
 Restriction Code/Description 1 C/AFD-03 LITTLE RIVER
 Restriction Code/Description 2 L/LAND USE
 Restriction Code/Description 3 /
 Land Use Program NO
 Notes: PB 2009001387
 Notes: "WHITE-BARREL"
 Notes: A 1
 Notes: ATTIMO WINERY
 Notes:

Legal Description

Legal Description 1 MILL CREEK
 Legal Description 2 OLD CALLAWAY HILLS 2-6
 Tax District Code/Description MR/RINER
 Deeded Acres 9.514
 Deed Book 2019
 Page 008341

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
23-OCT-2019		HEART HOLDINGS LLC	HEART HOLDINGS LLC	2019	008341
26-AUG-2019		HEART HOLDINGS LLC	OBISO RICHARD J JR	2019	006493
16-AUG-2019		OBISO RICHARD J JR	OBISO RICHARD J JR ETAL	2019	006473
23-FEB-2009	\$200,000	OBISO RICHARD J JR ETAL	SHAH DEVELOPMENT LLC	2009	001936
05-FEB-2009		SHAH DEVELOPMENT LLC		2009	001387
17-JUN-2008	\$180,000	SHAH DEVELOPMENT LLC	DRESSER KEVIN J	2008	006519
10-AUG-2005	\$178,000	DRESSER KEVIN J	HASH INVESTMENTS LLC	2005	010698
14-JAN-2005		HASH INVESTMENTS LLC		0025	0110

Sale Details

1 of 8

Sale Date 23-OCT-2019
 Sale Key 123922
 Sale Price
 Grantee HEART HOLDINGS LLC
 Grantor HEART HOLDINGS LLC
 Book 2019
 Page 008341
 Sale Type IMPROVED
 Sale Source D-DEED BARGIN SALE
 Sale Validity 41-BUSINESS TO BUSINESS

Commerical Info Building Description

Card 1
 Stories 01
 Year Built 2011
 Effective Year Built 2011
 Units 1
 Structure Code/Description 406/406
 Grade/Grade Factor 18/1.3
 Improvement Name ATTIMO WINERY
 Percent Complete %
 Square Footage 2736
 Note1
 Note2

Commercial Other Features

Card	Int/Ext Line	Structure Code/Description	Square Footage	Value
1	1	406/SOCIAL/FRATERNAL HALL	1152	174600
1	2	601/OFFICES	864	127500
1	3	601/OFFICES	720	92400

Outbuildings

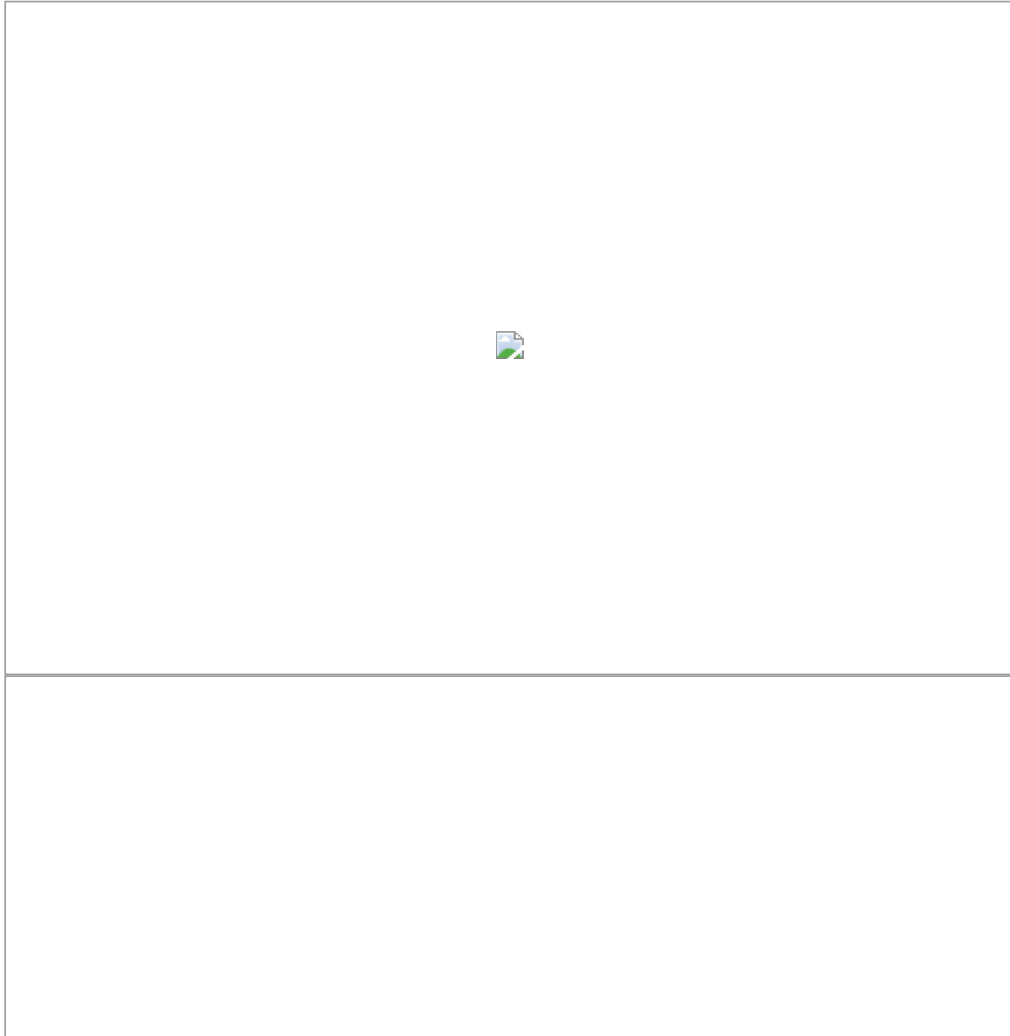
Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	GFR / GARAGE-DETACHED FRAME	2014	C	32	60	1920	46300
1	CAN / CANOPY-DETACHED	2014	C	16	16	256	1700
1	POF / PORCH-OPEN FRAME DETACHED	2014	C	10	32	320	3600
1	PTD / PATIO-DETACHED	2014	C	12	24	288	1600

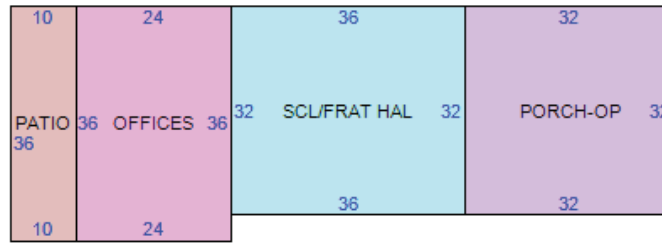
Assessed Values

Assessed Land	\$200,300
Assessed Buildings	\$447,700
Total Assessed Value	\$648,000
Land Use Program	NO
Deferred Land Use Amount	\$165,100
Value After Land Use Deferment	\$482,900
Taxable Type	Taxable

Assessed values are effective Jan 1, 2019 through Dec 31, 2022.

Tax Rate for 2020 is 89 cents per \$100. Tax rate for 2021 has not been set.





Item	Area
SCL/FRAT HAL - 406:SOCIAL/FRATERNAL HALL	1152
DET.FR.GAR - GFR:GARAGE-DETACHED FRAME	1920
OFFICES - 601:OFFICES	864
CANOPYDET - CAN:CANOPY-DETACHED	256
OFFICES - 601:OFFICES	720
FP 1 OPENG - F11:FIREPLACE 1 OPENING	
FROPORCH - POF:PORCH-OPEN FRAME DETACHED	320
PORCH-OP - POR:PORCH-OPEN	1024
PATIO-DET - PTD:PATIO-DETACHED	288
PATIO - PAT:PATIO	360

Parcel ID: 140688

HEART HOLDINGS LLC
3850 POPPY LN

Owners

Owner1 HEART HOLDINGS LLC
 Owner2
 Mailing Address 4025 CHILDRESS RD
 Mailing Address2
 City, State, Zip CHRISTIANSBURG VA 24073

Parcel

Tax Map Number 127- 8 7B
 Property Address 3850 POPPY LN
 City, State, Zip CHRISTIANSBURG VA 24073
 Neighborhood Code MR336000
 Class Code/Description 2000/Single Family Res Suburban
 Use Code/Description 501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
 Primary Zoning Code/Desc R3/RESIDENTIAL THREE
 Restriction Code/Description 1 /
 Restriction Code/Description 2 /
 Restriction Code/Description 3 /
 Land Use Program NO
 Notes: PB 2007011146
 Notes:
 Notes:
 Notes:
 Notes:
 Notes:

Legal Description

Legal Description 1 ASA DUNCAN SUBD
 Legal Description 2 LOT 7B
 Tax District Code/Description MR/RINER
 Deeded Acres .511
 Deed Book 2020
 Page 007023

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
05-AUG-2020	\$32,000	HEART HOLDINGS LLC	MCINTYRE STUART H	2020	007023
31-OCT-2013	\$701	MCINTYRE STUART H	AMERICAN EQUITY FUNDING INC	2013	010715
30-NOV-2012	\$250	AMERICAN EQUITY FUNDING INC	SPRINGLEAF FINANCIAL	2013	001083
12-JAN-2012	\$10,000	SPRINGLEAF FINANCIAL	WRIGHT ROLAND S JR	2012	000321
06-SEP-2007	\$105,000	WRIGHT ROLAND S JR	MORAN JAMES E III ETAL	2007	011147
23-AUG-2007		MORAN JAMES E III ETAL		2007	011146

Sale Details

1 of 6

Sale Date 05-AUG-2020
 Sale Key 126927
 Sale Price \$32,000.00
 Grantee HEART HOLDINGS LLC
 Grantor MCINTYRE STUART H
 Book 2020
 Page 007023
 Sale Type VACANT
 Sale Source D-DEED BARGIN SALE
 Sale Validity -

Assessed Values

Assessed Land \$22,700
 Assessed Buildings \$0
 Total Assessed Value \$22,700
 Land Use Program NO
 Deferred Land Use Amount \$0
 Value After Land Use Deferment \$0
 Taxable Type Taxable

Assessed values are effective Jan 1, 2019 through Dec 31, 2022.

Tax Rate for 2020 is 89 cents per \$100. Tax rate for 2021 has not been set.



Sorry, no sketch available
for this record

Item	Area
<hr/>	

**VIRGINIA LAND RECORD COVER SHEET
FORM A - COVER SHEET CONTENT**

Instrument Date: 10/23/2019
Instrument Type: DQC
Number of Parcels: 0 Number of Pages: 2
 City County

MONTGOMERY

TAX EXEMPT? VIRGINIA/FEDERAL LAW

Grantor: _____

Grantee: _____

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

Original Book Number: _____ Original Page Number: _____ Original Instrument Number: _____

Prior Recording At: City County

Percentage In This Jurisdiction: _____

BUSINESS / NAME

1 Grantor: OBISO COMPANY LLC

2 Grantor: ECLIPSE WINERY LLC

1 Grantee: HEART HOLDINGS LLC

Grantee: _____

GRANTEE ADDRESS

Name: HEART HOLDINGS LLC

Address: 4025 CHILDRESS ROAD

City: CHRISTIANSBURG State: VA Zip Code: 24073

Book Number: _____ Page Number: _____ Instrument Number: _____

Parcel Identification Number (PIN): _____ Tax Map Number: _____

Short Property Description: _____

Current Property Address: _____

City: _____ State: _____ Zip Code: _____

Instrument Prepared By: THE CREEKMORE LAW FIRM Recording Paid By: OBISO COMPANY LLC

Recording Returned To: OBISO COMPANY LLC

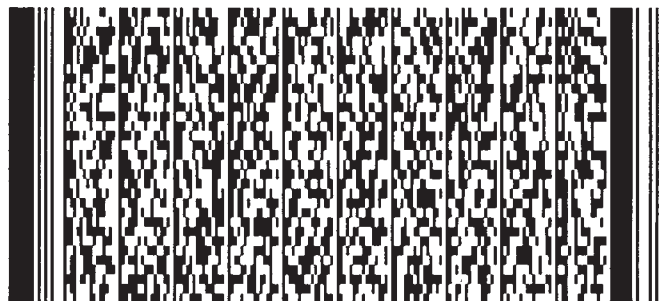
Address: IN PERSON

City: CHRISTIANSBURG State: VA Zip Code: 24073

RECORDED IN
MONTGOMERY COUNTY, VA
ERICA W. CONNER
CLERK OF CIRCUIT COURT
FILED Oct 23, 2019
AT 01:45 pm
INSTR # 2019008341

TMT

(Area Above Reserved For Deed Stamp Only)



Prepared by, and after recording return to:

The Creekmore Law Firm PC
318 N. Main Street
Blacksburg, VA 24060

Tax Map Numbers: 127-13-2, 127-13-3, 127-13-4, 127-13-5 & 127-13-6
Parcel ID Numbers: 120176, 120177, 120178, 120179 & 120180

**QUITCLAIM DEED
PREPARED WITHOUT BENEFIT OF TITLE SEARCH OR EXAMINATION**

THIS QUITCLAIM DEED is made this 23 day of October, 2019, by and between
OBISO COMPANY LLC, f/k/a ECLIPSE WINERY LLC ("Grantor") and HEART
HOLDINGS, LLC ("Grantee").

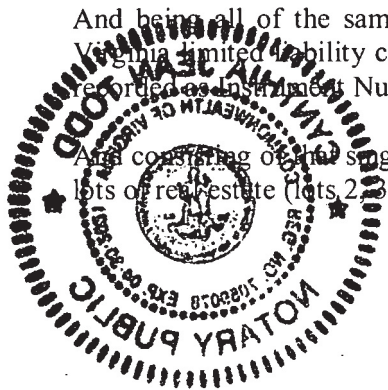
WITNESSETH

That for and in consideration of the sum of TEN DOLLARS (\$10.00) cash in hand paid
by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of
which is hereby acknowledged, the Grantor hereby quitclaims, releases, transfers, grants and
conveys unto the Grantee all of its right, title and interest in and to all that certain tract or parcel
of real property with all improvements and appurtenances thereunto, located at 4025 Childress
Road, Christiansburg, Virginia, and more particularly described as follows:

BEING all of that certain lot or parcel of real property as conveyed to Richard J. Obiso, Jr.
and Melissa L. Obiso, then husband and wife, and Eclipse Winery, LLC, as Tenants in
Common, by deed from SHAH Development, LLC, dated February 23, 2009, and recorded
as Instrument Number 2009001936.

And being all of the same real property as conveyed to SHAH Development, LLC a
Virginia limited liability company, by deed of Kevin J. Dresser dated June 17, 2008 and
recorded as Instrument Number 2008006519.

Also consisting of the single parcel of land comprised of what was formerly five separate
lots of real estate (lots 2, 3, 4, 5 and 6, Callaway Hills) and a public right of way formerly

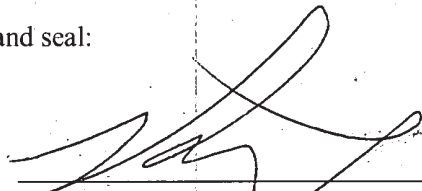


known as Steelhead Lane, said separate lot lines and public right of way having been vacated or abandoned pursuant to, among others, a plat entitled PLAT OF SURVEY OF LOT LINE VACATION OF CALLAWAY HILLS, LOTS 2 THRU 6 PREPARED FOR SHAH DEVELOPMENT, L.L.C. ALONG STEELHEAD LANE RINER MAGESTERIAL DISTRICT MONTGOMERY COUNTY, VIRGINIA prepared by Ralph O. Clements, CLS, of Gay and Neel, Inc., dated February 5, 2009, designated Job No. 1150.5, a copy of which is recorded as Instrument Number 2009001387.

Tax ID/Parcel Nos. 120176, 120177, 120178, 120179 & 120180
Tax Map Nos.: 127-13-2, 127-13-3, 127-13-4, 127-13-5 & 127-13-6

This conveyance is made subject to all conditions, reservations, restrictions, covenants and easements, if any, contained in the instruments constituting the chain of title to the property, to the extent that they may lawfully affect the property hereby conveyed or any part thereof, and to matters visible upon inspection.

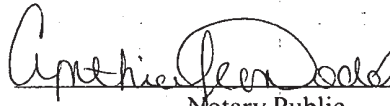
WITNESS the following signature and seal:



(SEAL)
OBISO COMPANY LLC,
f/k/a ECLIPSE WINERY LLC
By RICHARD J. OBISO, JR.

COMMONWEALTH OF VIRGINIA)
COUNTY OF MONTGOMERY) to-wit:

The foregoing instrument was acknowledged before me on this 23 day of October, 2019, by Richard J. Obiso, Jr..



Notary Public

My commission expires: 04/30/2021

Registration No.: 7059078

INSTRUMENT # 2019008341
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE
Oct 23, 2019 AT 01:45 pm
ERICA W. CONNER, CLERK by TMT



DOCUMENT PREPARED BY (PLEASE RETURN TO):
Patrick K. Moore, P.C.
VSB # 36181
520 West Main Street
Radford, VA 24141

TITLE INSURANCE: None.
CONSIDERATION: \$32,000.00
TAX ASSESSMENT: \$22,700.00
PARCEL ID: 140688; **TAX MAP #:** 127- 8 7B

GRANTEE ADDRESS: 4025 Childress Road, Christiansburg, VA 24073

THIS QUITCLAIM DEED, made and entered into this 5th day of August, 2020, by and between **STUART H. MCINTYRE** and **DONNA A. MCINTYRE**, parties of the first part (GRANTORS), and **HEART HOLDINGS, LLC, A Virginia Limited Liability Company**, parties of the second part (GRANTEES);

WITNESSETH:

THAT FOR and in the consideration of the sum of Ten Dollars (\$10.00) cash in hand paid, and for other good and valuable consideration, the parties of the first part do hereby grant and convey unto the said **HEART HOLDINGS, LLC, A Virginia Limited Liability Company**, all of their right, title and interest, if any, in and to all that certain lot or parcel of real estate, with all improvements thereon and the appurtenances thereunto belonging, situate, lying and being in the Riner Magisterial District, Montgomery County, Virginia, designated and described as follows:

BEING all of Lot 7B, containing 0.511 acre, as designated and described on a plat of survey entitled "Plat Showing Minor Subdivision of Lot 7 'ASA DUNCAN' located in Riner Magisterial District Montgomery County, Virginia," dated June 20, 2007, revised July 19, 2007 and further revised August 23, 2007, Plan No. S-8288, as prepared by Marvi D. Stine, Land Surveyor with Highland Surveyors, P.C., a copy of which is recorded as Instrument Number 07011146 in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, and made a part hereof

Court of Montgomery County, Virginia, and made a part hereof and reference is hereby made to said plat of survey for a more accurate description of the property herein conveyed.

TOGETHER WITH AND APPURTENANT THERETO the easement over and across a small portion of the adjoining Lot 5 for the installation, repair and maintenance of the septic drainfield servicing Lot 7 acquired by Deed of Easement from Larry Deal Lawson, Jr., et al, dated April 16, 1991, and which Deed of Easement is recorded in Deed Book 706, Page 828 in the aforesaid Clerk's Office.

AND BEING the same property in which American Equity Funding, Inc., released, remised, conveyed, granted and forever quit claimed its interest to Stuart H. McIntyre and Donna A. McIntyre by Quitclaim Deed dated October 31, 2013, of record in the aforesaid Clerk's Office as Instrument Number 2013010715.

THIS CONVEYANCE is made subject to all easements, rights-of-way, restrictions, covenants and conditions of record to the extent that they may lawfully apply to the hereinabove described property.

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT SURVEY OR TITLE EXAMINATION PREPARED BY THIS OFFICE.

WITNESS the following signatures and seals.

Stuart H. McIntyre (SEAL)
Stuart H. McIntyre

Donna A. McIntyre (SEAL)
Donna A. McIntyre

STATE OF Virginia
CITY/COUNTY OF Alexandria, to-wit:

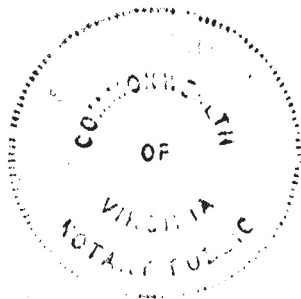
The foregoing instrument was acknowledged before me this 5th day of August, 2020 by Stuart H. McIntyre and Donna A. McIntyre.

My commission expires: 05/31/2024

Registration Number: 7680386

SMA
Notary Public

SARA M. MAHARI
Reg. No. 7680386
NOTARY PUBLIC COMM. OF VIRGINIA
My Commission Expires May 31, 2024



INSTRUMENT # 2020007023
E-RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY ON
AUGUST 6, 2020 AT 02:45PM
\$32.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$16.00 LOCAL: \$16.00
ERICA W. CONNER, CLERK
RECORDED BY: TMC

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **October 20th, 2022**, between **Heart Holdings LLC** 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 Patrick, Virginia, and described as:

2. Legal Description –

Offering # 1

Tax ID #127-A 24C; Parcel ID: 120176; Consisting of +/-9.514; Deed 2019, Page 008341

Address: 4025 Childress Rd., Christiansburg, VA 24073

Offering # 2

Tax ID # 127-8 7B; Parcel ID: 140688; Consisting of +/- .511 AC; Deed 2020, Page 007023

Address: 3850 Poppy Lane, Christiansburg, VA 24073

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

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

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before **December 5th, 2022** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

SAMPLE PURCHASE CONTRACT

6. Required Disclosures.

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

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

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because it is commercial property and disclosure is not required.

Seller's Initials _____

Purchaser's Initials _____

SAMPLE PURCHASE CONTRACT

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

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

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

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

NOTICE

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

SAMPLE PURCHASE CONTRACT

Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home on property was built in 2011 and lead base paint disclosure is not required.

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

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

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

7. Standard Provisions.

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

Seller's Initials _____

Purchaser's Initials _____

SAMPLE PURCHASE CONTRACT

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

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

SAMPLE PURCHASE 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 except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials _____

Purchaser's Initials _____

