



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

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

AUCTION DATE – Thursday, September 15th, 2022, at 4 PM

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

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

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

OFFERING –

Legally described as:

1. Tax ID #025-117B; Consisting of +/- 7.02; Deed 19-0001364; Plat 14-1643
2. Tax ID #025-116A; consisting of +/- 25.7 acres; Deed 19-0001363; Plat 14-1643

More Commonly Known As: – TBD Pugh Rd NW., Riner, VA 24149

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, September 15th, 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 **\$5,000 PER OFFERING** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, October 31st, 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.
- 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



Aerial



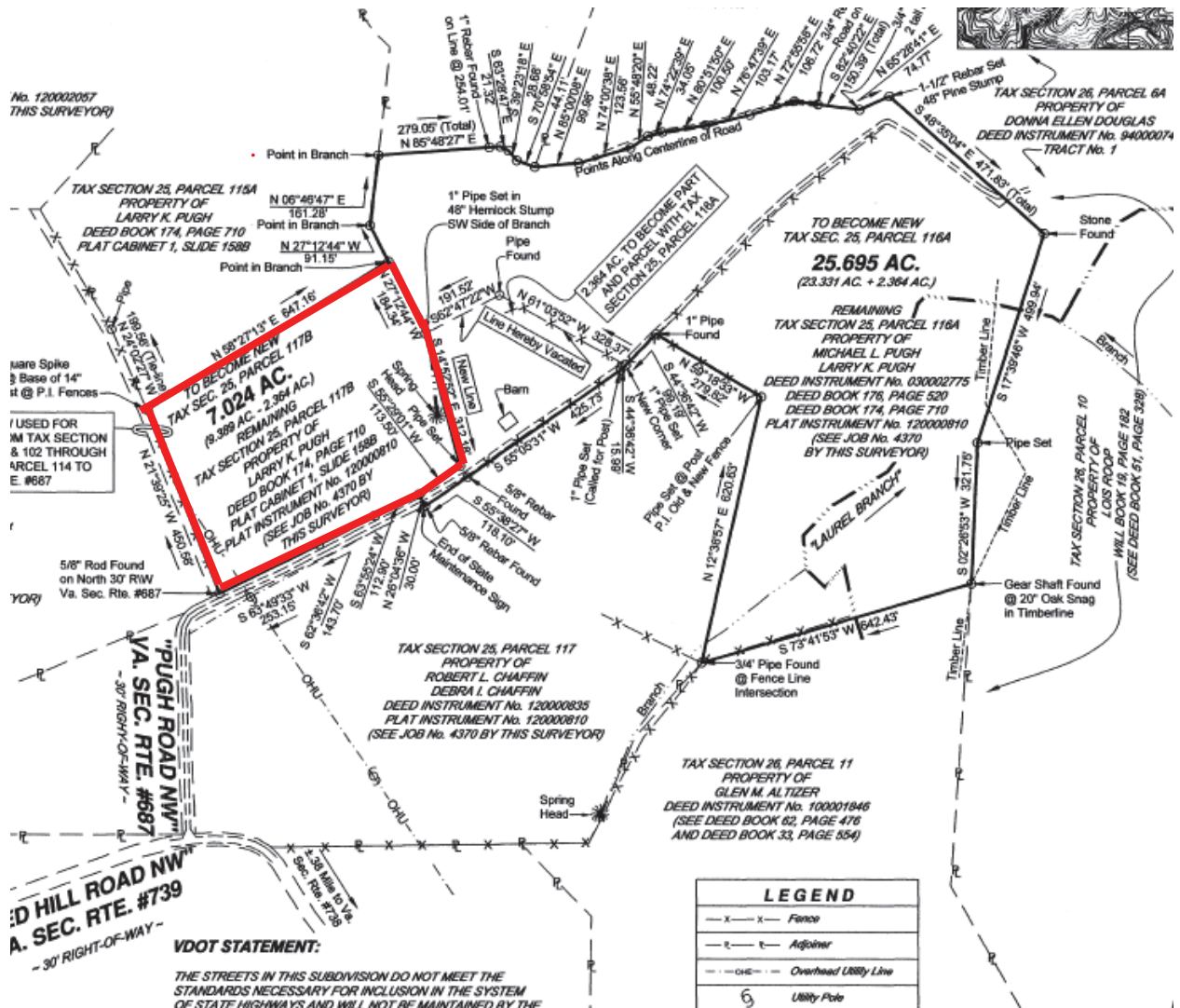


Topo



Survey

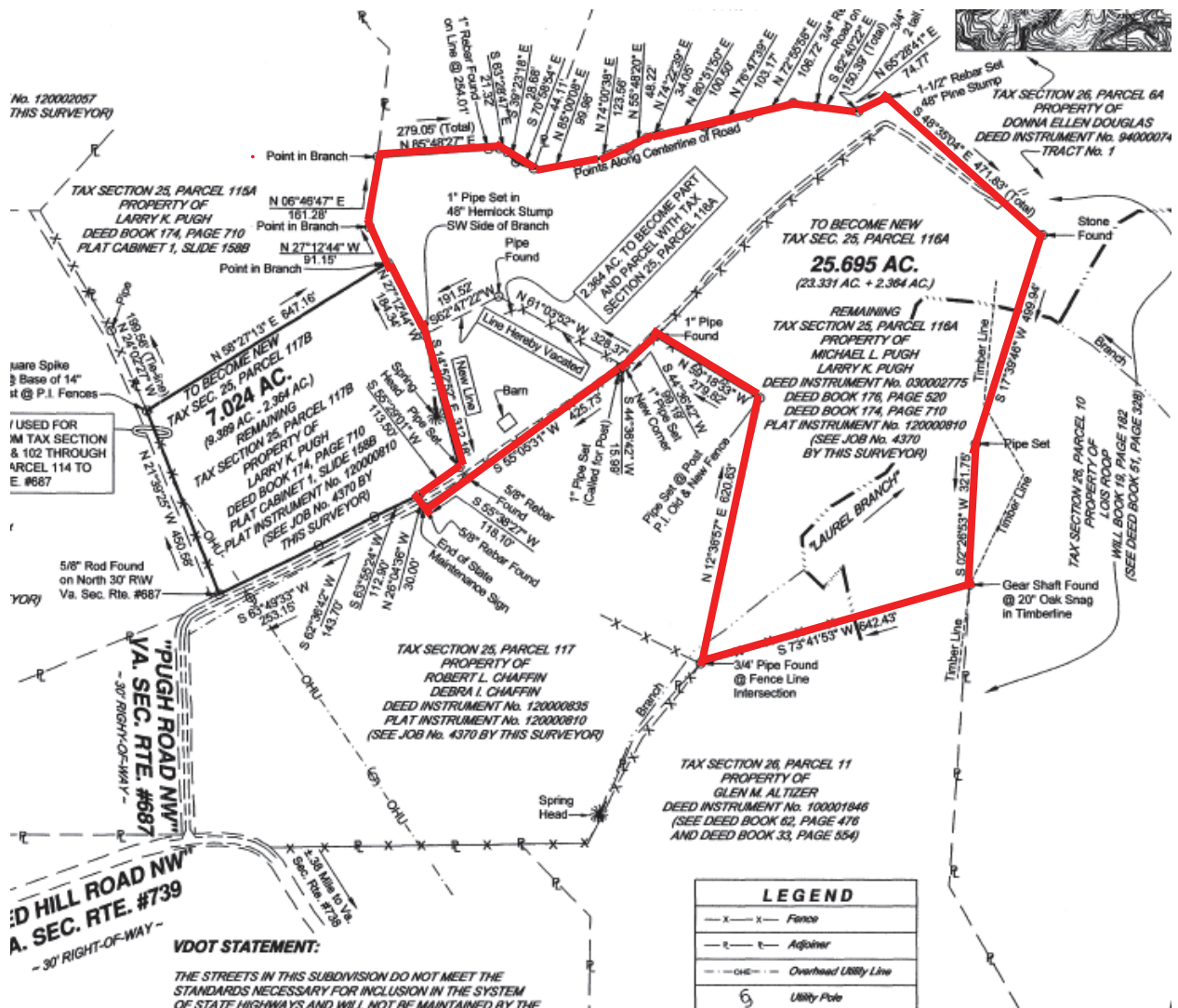
Offering #1
+/- 7.02 acres



Survey

Offering #2

+/- 25.695 acres



NOTARY'S STATEMENT:

STATE OF Virginia to wit:
COUNTY OF Floyd
I, Christina M. Mandak, a Notary Public of and for the
COMMONWEALTH OF VIRGINIA, DO HEREBY STATE THAT
LARRY K. PUGH, DID APPEAR BEFORE ME THIS 13th DAY OF
SEPTEMBER, 2014, AND ACKNOWLEDGED THE
FOLLOWING DOCUMENT BY EXECUTING THE SAME.

I was commissioned a
Notary as Christina M.
White.
MY COMMISSION EXPIRES: 12-31-2014
NOTARY PUBLIC

CHRISTINA M. MANDAK
REG. # 728414
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2014
NOTARY PUBLIC

NOTARY'S STATEMENT:

STATE OF Virginia to wit:
COUNTY OF Floyd
I, Christina M. Mandak, a Notary Public of and for the
COMMONWEALTH OF VIRGINIA, DO HEREBY STATE THAT
MICHAEL L. PUGH, DID APPEAR BEFORE ME THIS 13th DAY OF
SEPTEMBER, 2014, AND ACKNOWLEDGED THE
FOLLOWING DOCUMENT BY EXECUTING THE SAME.

I was commissioned a
Notary as Christina M.
White.
MY COMMISSION EXPIRES: 12-31-2014
NOTARY PUBLIC

CHRISTINA M. MANDAK
REG. # 728414
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2014
NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the Circuit
Court of Floyd County, Virginia,
I, Wendell G. Peters, Clerk,
do hereby certify that the foregoing
instrument was duly executed by the
parties named herein, and admitted to
record.

NOTES:

1. THIS PLAT IS THE RESULT OF
A CURRENT FIELD SURVEY.
2. THIS PLAT IS A "LOTLINE REVISION".
3. THIS PLAT WAS PREPARED WITHOUT THE
BENEFIT OF A CURRENT TITLE REPORT.
4. SUBJECT PROPERTY AS SHOWN IS ALL OF
FLOYD COUNTY TAX SECTION 25, PARCELS
1164 AND 1176.
5. SUBJECT PROPERTY AS SHOWN DOES NOT FALL
WITHIN THE LIMITS OF A FLOOD DESIGNATED FLOOD
HAZARD ZONE. THIS OPINION IS BASED UPON AN
INSPECTION OF THE FLOOD INSURANCE RATE MAPS
(COMMUNITY PANEL #101030100C, ZONE X, DATED:
4-16-08) AND HAS NOT BEEN FIELD VERIFIED.
6. CORNERS NOT DESCRIBED ARE POINTS LOCATED ALONG
NORTH 30° RW, VIRGINIA SECONDARY ROUTE #687.
7. SUBJECT PROPERTY AS SHOWN HAS NOT BEEN
TESTED FOR SEWAGE DISPOSAL SUITABILITY, AND
THE PURCHASERS AGREE TO PURCHASE THE
PROPERTY WITH THE UNDERSTANDING OF SAME.
8. 35' MINIMUM BUILDING SETBACK FROM NORTH
30° RW, VIRGINIA SECONDARY ROUTE #687.
9. ANY STREAMS OR WETLANDS CROSSING(S) SHALL
BE DESIGNED, INSTALLED, AND MAINTAINED IN A
MANNER THAT COMPLES WITH ALL APPLICABLE
LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS.
ANY PROPOSED WORK WITHIN "LAUREL BRANCH" OR ITS
SUBDRAINAGE AND/OR ITS ADJACENT WETLANDS IS
SUBJECT TO THE REQUIREMENTS OF THE VIRGINIA
ENGINEERS AND ARCHITECTS BOARD (V.E.A.B.) OF
THE OWNER WILL OBTAIN WRITTEN APPROVAL BY
SUBMITTING A COMPLETE PERMIT APPLICATION PRIOR
TO PERFORMING ANY WORK IN THE WATERWAY AND/OR
WETLANDS.

CERTIFICATE OF APPROVAL:

THIS "LOTLINE REVISION" IS APPROVED BY THE UNDERSIGNED IN
ACCORDANCE WITH THE EXISTING ORDINANCES AND REGULATIONS
OF THE COUNTY OF FLOYD AND MAY BE ADMITTED TO RECORD.

FLOYD COUNTY SUBDIVISION AGENT,
Wendell G. Peters, DATE 9/13/14

TAX SECTION 25, PARCEL 116
PROPERTY OF
DONNA ELLEN DOUGLAS
DEED INSTRUMENT NO. 94000749
TRACT No. 2

TAX SECTION 25, PARCEL 64
PROPERTY OF
DONNA ELLEN DOUGLAS
DEED INSTRUMENT NO. 94000749
TRACT No. 1

TAX SECTION 25, PARCEL 116
PROPERTY OF
DONNA ELLEN DOUGLAS
DEED INSTRUMENT NO. 94000749
TRACT No. 2

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PROPERTY OF
DONNA ELLEN DOUGLAS
DEED INSTRUMENT NO. 94000749
TRACT No. 2



VICINITY MAP

SCALE: 1" = 2000'

LAUREL BRANCH

PUGH ROAD NW

REED HILL ROAD NW

LAUREL BRANCH

PUGH ROAD NW

REED HILL ROAD NW

LAUREL BRANCH

PUGH ROAD NW

REED HILL ROAD NW

LAUREL BRANCH

PUGH ROAD NW

REED HILL ROAD NW

LAUREL BRANCH

PUGH ROAD NW

REED HILL ROAD NW

LAUREL BRANCH

PUGH ROAD NW

REED HILL ROAD NW

LAUREL BRANCH

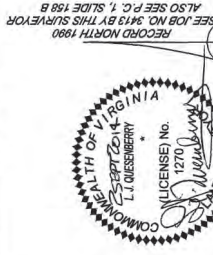
PUGH ROAD NW

REED HILL ROAD NW

LAUREL BRANCH

PUGH ROAD NW

REED HILL ROAD NW



PLAT SHOWING
A "LOTLINE REVISION"

7.024 AC. TRACT

PROPERTY OF
LARRY K. PUGH

25.695 AC. TRACT

PROPERTY OF
LARRY K. PUGH

MICHAEL L. PUGH

TO BE ACQUIRED BY
DAVID W. GARDNER

LOCATED AT THE INTERSECTION OF
VIRGINIA SECONDARY ROUTE #687
"PUGH ROAD NW"

ALUM RIDGE MAGISTERIAL DISTRICT
FLOYD COUNTY, VIRGINIA

SCALE: 1" = 200' DATE: 2 SEPTEMBER 2014
L. J. QUEENBERRY, LICENSED LAND SURVEYOR
621 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343
PHONE & FAX: (276) 728-7471 * E-MAIL: lqueensberry@comcast.net

RECORD NORTH 1990
SEE JOB NO. 3413 BY THIS SURVEYOR
ALSO SEE P.C. 1, SLIDE 158 B

SEE DEED BOOK 51, PAGE 528
WILL BOOK 18, PAGE 182
PROPERTY OF
LOIS ROOP
TAX SECTION 25, PARCEL 10
PIPE SET
S 17° 39' 46" W 499.84'
TAX SECTION 25, PARCEL 1164
TO BECOME NEW
TAX SEC. 25, PARCEL 1164
25.695 AC.
(23.371 AC. + 2.324 AC.)
REMAINING
PROPERTY OF
MICHAEL L. PUGH
LARRY K. PUGH
DEED INSTRUMENT NO. 030002775
DEED BOOK 174, PAGE 520
PLAT NO. 100, 101 & 102 THROUGH
TAX SECTION 25, PARCEL 114 TO
VA SEC. RTE. #687
BY THIS SURVEYOR

SEE DEED BOOK 51, PAGE 528
WILL BOOK 18, PAGE 182
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S 17° 39' 46" W 499.84'
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BY THIS SURVEYOR

LEGEND

—x—x—	Fence
—r—r—	Adjoining
—o—o—	Overhead Utility Line
—g—g—	Utility Pole
—b—b—	Creek/Branch



VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF
FLOYD COUNTY, VIRGINIA,
RECEIVED IN OFFICE AND ADMITTED TO RECORD.
(WENDELL G. PETERS - CLERK)

CLERK / DEPUTY CLERK

TITLE REFERENCE:
PLAT SHOWING 23.371 AC. TRACT IS ALL OF THAT REMAINING PROPERTY ACQUIRED BY
MICHAEL L. PUGH AS DESCRIBED IN DEED INSTRUMENT NO. 030002775, DEED BOOK 174,
PAGE 520, DEED 174, ALL ON RECORD IN THE CLERK'S OFFICE OF THE
CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEEDS
ARE THE LAST INSTRUMENTS IN THE CHAIN OF TITLE TO SAID LAND.

VOOT STATEMENT:
THE STREETS IN THIS SUBDIVISION DO NOT MEET THE
STANDARDS NECESSARY FOR INCLUSION IN THE SYSTEM
OF STATE HIGHWAYS AND WILL NOT BE MAINTAINED BY THE
DEPARTMENT OF TRANSPORTATION OR THE COUNTY
APPROVING THE SUBDIVISION AND ARE NOT ELIGIBLE
FOR RURAL ADDITION FUNDS OR ANY OTHER FUNDS
APPROPRIATED BY THE GENERAL ASSEMBLY AND
ALLOCATED BY THE COMMONWEALTH TRANSPORTATION BOARD.



Neighborhood

TBD Pugh Rd.,

Riner, VA 24149





Location

TBD Pugh Rd.,
Riner, VA 24149



Offering #1

PROPERTY

Parcel Information

Parcel Record Number (PRN)11416Town/DistrictALUM RIDGE

Account NameHEART HOLDINGS LLC

Account Name 2

Care Of

Address14071 CHILDRESS RD

Address2

City, State ZipCHRISTIANSBURG, VA 24073

Business Name

Location Address(es)No data to display

Map Number

Map InsertDouble CircleBlockParcel Number

025117B

Total Acres7.02

DeedDQC-19-0001364

WillNONE

PlatNONE

Route

Legal Desc 1LAUREL CREEK PLAT 14-1643

Legal Desc 2

Zoning

State ClassSFR SUBURBAN

Topology

UtilitiesNONE

Assessed Values

Type	Current Value (2023)	Previous Value (2022)
Land	\$56,200	\$56,200
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$56,200	\$56,200

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
GALLAGHER THERESA B	\$0	DEED QUIT CLAIM-19-0001364	1	08/26/2019
PUGH LARRY K	\$50,000	DEED BARGAIN SALE-15-0002062	1	12/21/2015
PUGH LARRY K		OFF CONVEYANCE-14-0001984	1	11/25/2014
	\$12,500	UNKNOWN--	1	01/01/1990

Land Segments

Seg	Description	Size	AdjRate	Value
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1	PASTURELAND	7.02	\$8,000	\$56,200
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Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
No data to display									

Offering #2

PROPERTY

Parcel Information

Parcel Record Number (PRN) 8Town/DistrictALUM RIDGE

Account NameHEART HOLDINGS LLC

Account Name 2

Care Of

Address14071 CHILDRESS RD

Address2

City, State ZipCHRISTIANSBURG, VA 24073

Business Name

Location Address(es)No data to display

Map Number

Map InsertDouble CircleBlockParcel Number

025116A

Total Acres25.7

DeedDQC-19-0001363

WillNONE

PlatNONE

Route

Legal Desc 1LAUREL CREEK PLAT 14-1643

Legal Desc 2

Zoning

State ClassAG / UNDEVELOPED 20-99 ACRES

Topology

UtilitiesNONE

Assessed Values

Type	Current Value (2023)	Previous Value (2022)
Land	\$85,400	\$85,400
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$85,400	\$85,400

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
HUWAR TERESA B	\$0	DEED QUIT CLAIM-19-0001363	1	08/26/2019
PUGH LARRY K	\$84,000	DEED BARGAIN SALE-14-0001984	1	11/25/2014
	\$1,500	UNKNOWN--	1	01/01/1991

Land Segments

Seg	Description	Size	AdjRate	Value
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1	WOODLAND	5.65	\$4,000	\$22,600
2	WOODLAND	14.80	\$3,000	\$44,400
3	WOODLAND	5.25	\$3,500	\$18,400

Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
No data to display									

190001364

Prepared by, and after recording return to:

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

Tax Map Number: 25-117B

4071 Childress Road
Christiansburg VA 24073

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

THIS QUITCLAIM DEED is made this 26 day of August, 2019, by and between
THERESA B. GALLAGHER ("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 her right, title and interest in and to all that certain tract or parcel of real property with all improvements and appurtenances thereunto, located at 1 Pugh Road, Floyd, Virginia, and more particularly described as follows:

All that certain tract or parcel of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging and being situated in the Alum Ridge Magisterial District of Floyd County, Virginia, containing 7.024 acres as shown on that certain plat of survey entitled "PLAT SHOWING A LOT LINE REVISION 7.024 AC. TRACT PROPERTY OF LARRY K. PUGH - 25.695 AC TRACT PROPERTY OF LARRY K. PUGH AND MICHAEL L. PUGH TO BE ACQUIRED BY DAVID W. GARDNER," and prepared by L.J. Quesenberry, L.S., dated Sept. 25, 2014, and designated Job Number 4370A, a copy of said survey being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia as Instrument No. 20140001643, and the description contained therein being incorporated by reference herein; and

BEING that same property that was conveyed to Theresa B. Gallagher by General Warranty Deed dated December 7, 2015, from Larry K. Pugh, said deed being of record in

Delivered 8-26-19
Heart Holdings LLC

the Clerk's Office of the Circuit Court of Floyd County, Virginia as Instrument No. 20150002062; and

BEING that same property that was conveyed to Larry K. Pugh, Homme Sole, by Deed dated August 23, 1990, from Fred J. Pugh and Gladys R. Pugh, husband and wife, said Deed being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 174, at Page 710.

WITNESS the following signature and seal:

 (SEAL)
THERESA B. GALLAGHER

COMMONWEALTH OF VIRGINIA
COUNTY OF MONTGOMERY

)
) to-wit:

The foregoing instrument was acknowledged before me on this 26th day of August, 2019, by Theresa B. Gallagher.


Notary Public

My commission expires: 2/28/2023

Registration No.: 7508657



INSTRUMENT 190001364
RECORDED IN THE CLERK'S OFFICE OF
FLOYD CIRCUIT COURT ON
AUGUST 26, 2019 AT 12:39 PM
RHONDA T. VAUGHN, CLERK
RECORDED BY: AGC

190001363

Prepared by, and after recording return to:

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

Tax Map Number: 25-116A

4071 Childress Rd
Christiansburg VA 24073

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

THIS QUITCLAIM DEED is made this 26 day of August, 2019, by and between
THERESA B. GALLAGHER (formerly known as TERESA B. HUWAR) ("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 her right, title and interest in and to all that certain tract or parcel
of real property with all improvements and appurtenances thereunto, located at 1 Pugh Road,
Floyd, Virginia, and more particularly described as follows:

All that certain tract or parcel of real estate with all improvements thereon and
appurtenances and rights of way thereunto belonging and being situated in the Alum Ridge
Magisterial District of Floyd County, Virginia, containing 25.695 acres as shown on that
certain plat of survey entitled "PLAT SHOWING A LOT LINE REVISION 7.024 AC. TRACT
PROPERTY OF LARRY K. PUGH - 25.695 AC TRACT PROPERTY OF LARRY K. PUGH AND
MICHAEL L. PUGH TO BE ACQUIRED BY DAVID W. GARDNER," and prepared by L.J.
Quesenberry, L.S., dated Sept. 25, 2014, and designated Job Number 4370A, a copy of
said survey being of record in the Clerk's Office of the Circuit Court of Floyd County,
Virginia as Instrument No. 20140001643, and the description contained therein being
incorporated by reference herein; and

Delivered 8-26-19
Heart Holdings LLC

BEING that same property that was conveyed to Theresa B. Gallagher (formerly known as Teresa B. Huwar), by Deed dated November 20, 2014 from Michael L. Pugh and Larry K. Pugh, said deed being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia as Instrument No. 20140001984; and

BEING a part of that property that was conveyed to Michael L. Pugh, by Deed dated August 6, 2003, from Larry K. Pugh, et al, said Deed being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 030002775; and

BEING a part of that property that was conveyed to Larry K. Pugh by the following Deeds: Deed dated January 2, 1991, from Fred Mignone, unmarried, et al, said Deed being of record in the Clerk's Office of the Circuit Court of Floyd County in Deed Book 176 at page 520;

Deed dated August 23, 1990, from Fred J. Pugh, et ux., said Deed being of record in the Clerk's Office of the Circuit Court of Floyd County in Deed Book 174 at page 710.

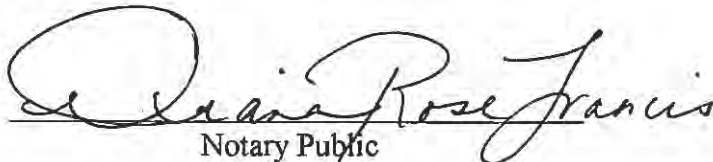
WITNESS the following signature and seal:

 (SEAL)
THERESA B. GALLAGHER

COMMONWEALTH OF VIRGINIA
COUNTY OF MONTGOMERY

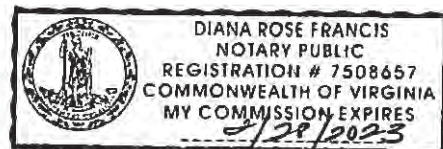
)
) to-wit:

The foregoing instrument was acknowledged before me on this 26th day of August,
2019, by Theresa B. Gallagher.


Notary Public

My commission expires: 2/28/2023

Registration No.: 7508657





**COMMONWEALTH OF VIRGINIA
VIRGINIA DEPARTMENT OF HEALTH**

Floyd County Health Department
123 Parkview Road NE
Floyd, Virginia 24091
(540) 745-2142

May 31, 2019

Theresa Gallagher and Richard Obiso
4071 Childress Road
Christiansburg, VA 24073

Subject: Water Well Construction Permit **19-131-4045** Tax Map ID **F 25-117B**
Subdivision: Section: Lot:

Dear Theresa Gallagher and Richard Obiso:

Please find enclosed a copy of your construction permit and other pertinent data in reference to your application for a water supply construction permit, I.D. No. 19-131-4045. At this time you may begin construction of the well, which must comply with all requirements on the enclosed permit. If you feel any changes are necessary, please contact me prior to construction at the at (540) 745-2142 between 8:00 a.m. and 9:00 a.m.

It is very important that you have your well driller submit to us a GW2, Well Driller's Completion Report in its entirety at 123 Parkview Road NE Floyd Virginia 24091. Once your well has been drilled, you will need to submit the following before a final record of inspection can be issued: **a well completion report.**

Please make sure that your name and permit number **19-131-4045** are included on all correspondence submitted to this office in reference to this permit. The enclosed permit should be treated like an important document and should be kept with the deed to the property. This permit is not transferrable.

This authorization to construct a private well expires: **November 29, 2023.**

Sincerely,

A handwritten signature in cursive script, appearing to read "Doug Brown".

Doug Brown
Environmental Health Specialist, Sr.



Floyd County Health Department
 123 Parkview Road NE
 Floyd, Virginia 24091
 (540) 745-2142 Voice
 (540) 745-4929 Fax

Private Well Construction Permit

May 31, 2019

Tax Map/ GPIN #: F 25-117B
 HDID #: 19-131-4045

Owner Name: Theresa Gallagher and Richard Obiso

Property Address: Pugh Road Riner, VA
 24149

Mailing Address: 4071 Childress Road
 Christiansburg, VA 24073

Directions:

Subdivision: Section Block Lot

The attached drawings and below specifications constitute your permit to install a private well on the property referenced above. This permit is null and void if conditions are changed from those shown on your application or if conditions are changed from those shown on the attached construction drawings and specifications. VDH may revoke or modify any permit if, at a later date, it finds that the site conditions, well location, and/or design do not substantially comply with the Private Well Regulations, *12 VAC 5-630-10 et seq.*, or if the well would threaten public health or the environment. There may be other local, state, or federal laws or regulations that apply to the proposed construction of this private well. The landowner is responsible at all times for complying with all applicable local, state, and federal laws and regulations, and for ensuring that the water well is properly located on the landowner's property and in the approved area indicated on the attached schematic.

Your private well must be inspected by a representative of the local health department. Your private well may not be placed into operation until you have obtained a Record of this Inspection (ROI) from the Floyd County Health Department. This construction permit is transferable until expired or deemed null and void.

A permit transfer form may be found on the VDH website at

<http://www.vdh.virginia.gov/environmental-health/gmp-2015-01-forms/>.

Before you can obtain your ROI, you must provide the Health Department with a complete Water Well Completion Statement /GW-2 from your well driller.

Well Purpose: Agricultural

Minimum Casing Depth: 20'

Well Class: Class IIIC

Minimum Grout Depth: 20'

Distance from Building Sewer: 50'

Distance from Septic/Pretreatment Tank: 50'

Distance from Conveyance System: 50'

Distance from Absorption Area: 100'

Distance from Property Line: 50'

Other Comments:

THIS PERMIT EXPIRES: November 29, 2023.

Issued by:

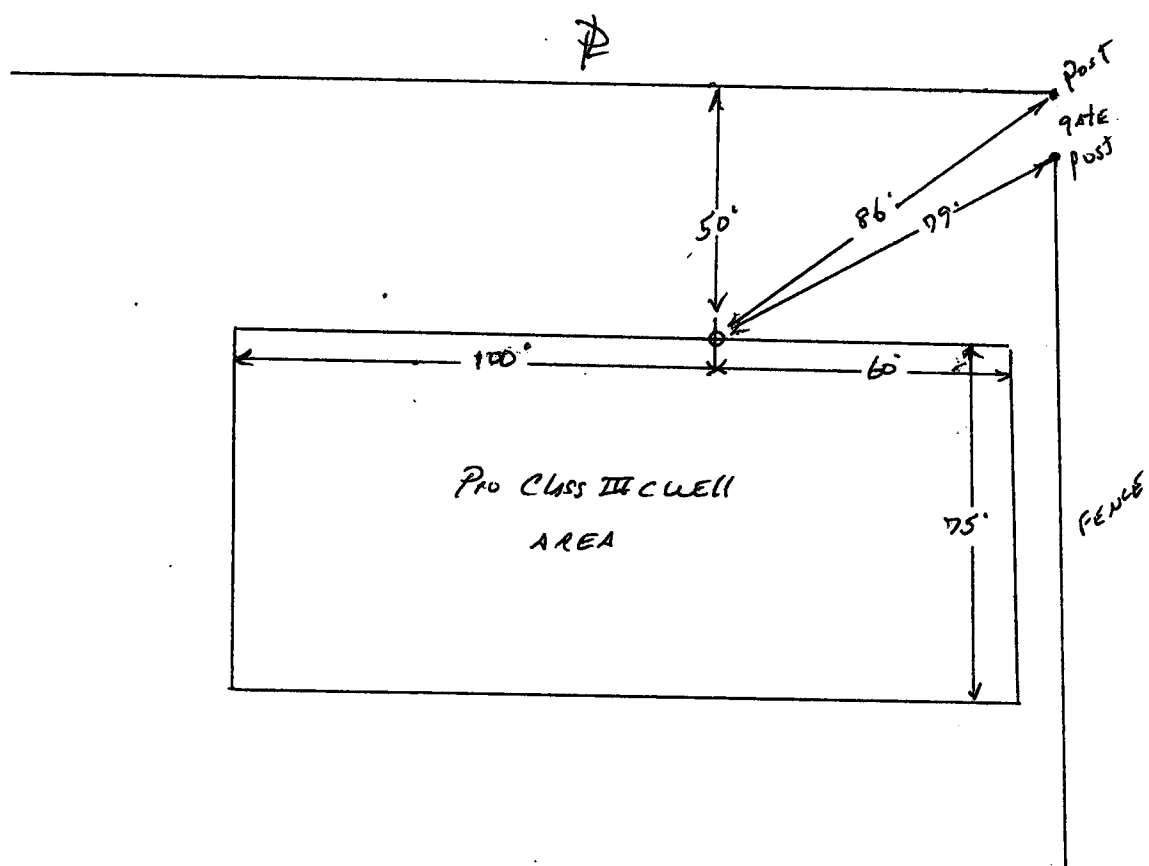
Date: 5-31-19

Doug Brown, Environmental Health Specialist, Sr.

Attachments: Well Permit Drawing

Agriculture Well

19-131-4045
5-31-19
Obiso
Scale: 1" = 40'



**NEW RIVER HEALTH DISTRICT
Bare Application Processing Log**

HD ID: 19-131-4045

f 25-478x 39

Call Log		
Date	Contact/#	Action/Comments

Benchmarks **[* OSS fields]**

- * 1. Application received
- * 2. OSS Checklist completed
- * 3. Fees collected: \$ 300.00
- * 4. Application entered into HS
- * 5. Application logged Doug
- 6. App. received by EHS
- 7. Appointment for site visit; date set: _____
- 8. Actual date of site visit
- Comments: _____
- _____
- 9. Date of follow-up visit ; reason: _____ ☒ n/a (no fu)
- 10. Date entered into VENIS
- 11. Result: ☐ Admin denial ☒ Permit issued ☐ Rejection
- * 12. Date permit or letter mailed
- * 13. Final inspection requested @ _____ (time)
- 14. Final inspection conducted
- Describe corrections needed or other issues _____
- _____
- * 15. Pending letter mailed ☐ n/a
- * 16. OP mailed or faxed to owner/building official

Date/Initials

5/23/19 RL

_____/____

_____/____

_____/____

_____/____

_____/____

_____/____

5-30-19 / DL

5-31-19 / DL

_____/____

_____/____

_____/____

5-31-19 / DL

5-31-19 / DL

6-3-19 / RL

_____/____

_____/____

_____/____

_____/____

_____/____

_____/____

_____/____

Commonwealth of Virginia

Application for: ☐ Sewage System ☒ Water Supply

VDH Use Only
HD ID# 19-131-4045 Due Date: 6/6/19
Received by & date: L. Cox 5/23/19 Amount Pd: \$ 300.00

Owner Theresa Gallagher and Richard Corso

Phone 540-838-1118

Mailing Address 4071 Childress RD

Phone 443-320-3424

Christiansburg VA 24073

Fax

Agent

Phone

Mailing Address

Phone

Fax

Site Address 1 Pugh Road

River (Floyd County) VA 24109

Email RIK@Whitebarrel.com

Directions to Property: Rt 8 → Alum Ridge → Right Easter Creek → Left Lester → Right Reed Hill → Right Pugh → go to end of Road

Subdivision NA

Section

Block

Lot

Tax Map 25-117B

Other Property Identification Barn down on Property

Dimension/Acreage of Property 33 Acres

25-116B

Sewage System (New Construction)

Construction permits are valid for 18-months. Owners are advised to apply for a construction permit if they intend to build within 18 months of completing this application. Certification letters do not expire, may be recorded in the land records, and transfer with a property sale. For which are you applying? ☐ Certification Letter ☐ Construction Permit

Sewage System (Existing Construction)

Check all that apply: ☐ Repair ☐ Modification ☐ Expansion ☐ Replacement ☐ Upgrade

Do you wish to apply for a betterment loan? _____ If yes, there is a \$50.00 fee for a betterment loan determination and you must complete the application addendum for betterment loans.

Sewage System (New or Existing Construction)

☐ Single Family Home (Number of Bedrooms _____) ☐ Multi-Family Dwelling (Total Number of Bedrooms _____)

☐ Other (describe) _____

Basement? Yes/No (circle one). Walk-out Basement? Yes/No (circle one) Fixtures in Basement? Yes/No (circle one).

Conditional permit desired? Yes/No (circle one). If yes, which conditions do you want?

☐ Reduced water flow ☐ Limited occupancy ☐ Intermittent of seasonal use ☐ Seasonal or temporary use not to exceed 1 year

Water Supply

Will the water supply be Public or Private (circle one). Is the water supply Existing or Proposed (circle one).

If proposed, is this a replacement well? Yes/No (circle one). Will the old well be abandoned? Yes/No (circle one) NA

Will any buildings within 50' of the proposed well be termite treated? Yes/No (circle one). NA

All Applicants

Is this a private sector OSE/PE application? ☐ Yes ☐ No If yes, is the OSE/PE package attached? ☐ Yes ☐ No

Is this property indeed to serve as your (owners) principal place of residence? ☐ Yes ☒ No

Note: For sewage systems, a plat of the property is required and a site sketch is always expected. For water supplies, a plat of the property is not required and a site sketch is always expected. The site sketch should show your property lines, actual and/or proposed buildings and the desired location of your well and/or sewage system. Your property lines, building location and the proposed well and sewage system sites must be clearly marked and sufficiently visible to see the topography.

I give permission to the Virginia Department of Health to enter onto the property during normal business hours for the purpose of processing this application and to perform quality assurance checks of evaluations and designs until an operation permit is approved.

Signature of Owner/Agent

Date

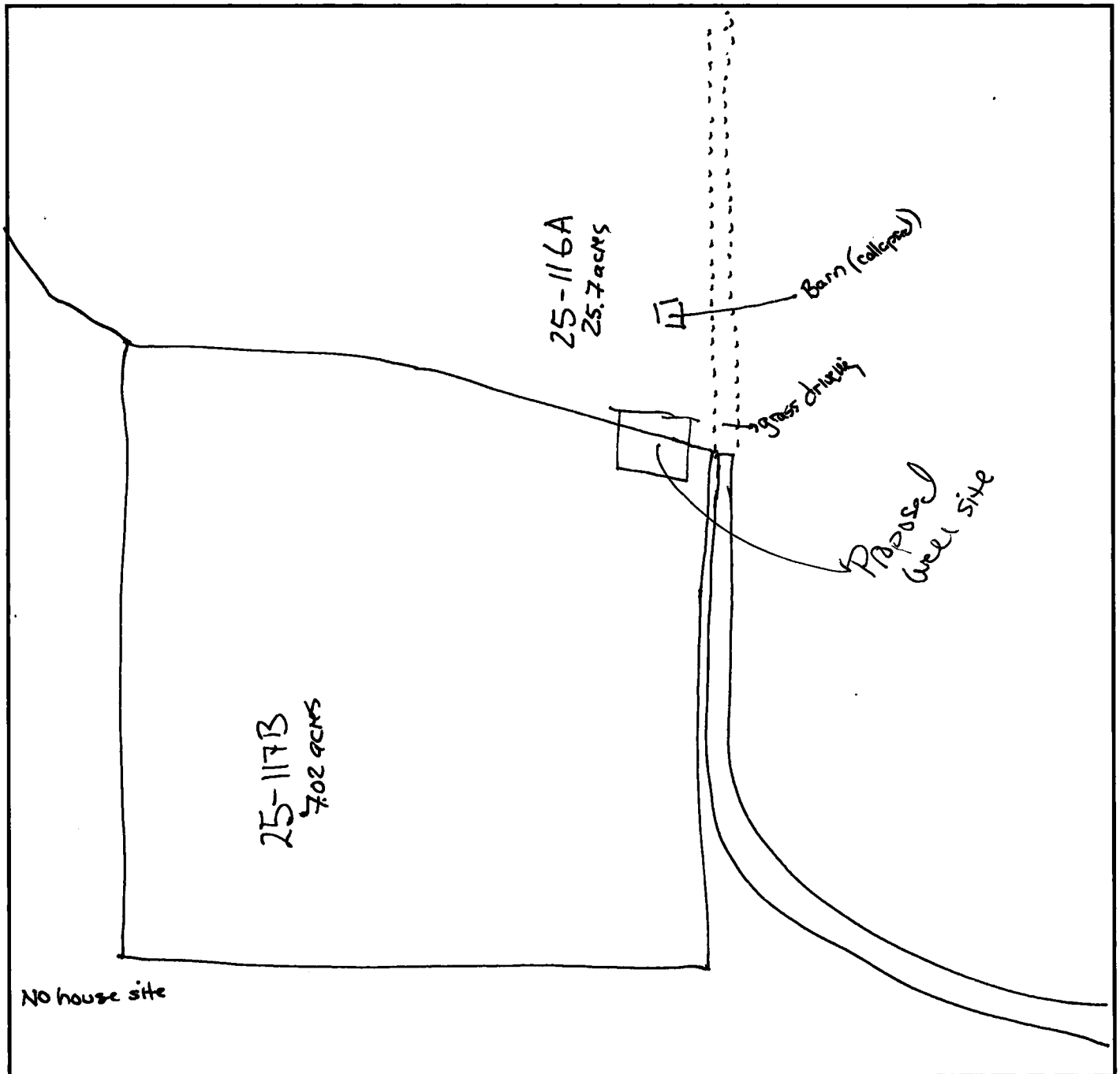
This form contains personal information subject to disclosure under the Freedom of Information Act.

Revised 1/1/2018

20 MAY 2019

SKETCH OF PROPERTY

THIS DOES NOT HAVE TO BE AN ELABORATE DRAWING, BUT PLEASE INCLUDE THE FOLLOWING:
LAYOUT OF PROPERTY, DIMENSIONS OF PROPERTY, HOUSE SITE, DRIVEWAY, PROPOSED SITE FOR
SEPTIC AND/OR WELL, ANY OTHER BUILDINGS, BARN, POOLS, ETC.



This form contains personal information subject to disclosure under the Freedom of Information Act.

INSTRUCTIONS FOR WELL & SEPTIC APPLICANTS

Our goal at the Health Department is to process your application as quickly as possible. Sometimes we take longer to process applications because of our workload, the weather, or need for a backhoe to evaluate the soil. These delays are unavoidable. At other times we are delayed because applicants have not provided us with the information we need to process applications quickly. **We cannot accept incomplete applications.** In order for us to do our job properly, applicants need to provide us with the following:

- A) ☒ A complete application, including an accurate site sketch and survey of property
- B) ☒ Clear directions to the property
- C) ☒ The property corners and house site must be staked on the property
- D) ☒ A copy of a zoning verification letter if required by the county or city.

This checklist is provided to assist you with our application process. All items listed *must be completed by the applicant* before the application will be accepted by the Health Department. If you have questions or need assistance with the application, one of our Environmental Health Staff will be happy to help you.

A) The application:

- ☒ has all items properly filled out
- ☒ has a telephone number where I can be reached during the day
- ☒ has clear written directions to the property
- ☒ is signed and dated
- ☒ is accompanied by the proper fee
- ☐ has a copy of a survey of the property (signed/certified by surveyor) attached

B) The site sketch clearly and accurately shows:

- ☒ the shape of the property
- ☒ the length of each property line
- ☒ the shape and location of the house (including decks and porches)
- ☒ the proposed location of the driveway
- ☒ the proposed or existing location of any utilities
- ☒ any legal easements located on the property
- ☒ the location of wells, springs, and buried fuel tanks within 200 feet of the property
- ☐ the location of any other structures I plan to build in the future (e.g. barn, garage, swimming pool)
- ☐ where I would like my septic system and/or well to be located (if there is a preference)

C) The building site for which the application is made:

- ☒ has the property lines clearly and accurately marked
- ☐ has the house site clearly and accurately marked
- ☐ has the brush removed from the potential drainfield site
- ☐ is easily identified from the road
- ☐ has any underground utilities marked

NOTE: the attached pages have a sample site sketch and some hints that may be useful in marking your property and completing your site sketch.

I understand that the Health Department cannot accept incomplete applications and that if the property corners are not clearly marked, the house site properly staked, and the brush cleared from the proposed drainfield site my application will be denied until I have taken corrective actions. I understand that I have ninety days to correct any deficiencies and submit a new application. Failure to do so within the prescribed time frame will require that I submit a new application *with the associated fees*.

I am the current owner (name is on the deed) of the property and intend to begin construction within 18 months.

Applicants Signature _____

Date

20 May 19

I, the undersigned, am interested in purchasing the property provided there is a suitable drainfield site.

Applicants Signature _____

Date

20 May 19

This form contains personal information subject to disclosure under the Freedom of Information Act.

NOTARY'S STATEMENT:

STATE OF _____, County of _____, to wit: _____, a Notary Public for the State of _____, do hereby certify that the foregoing document was executed by the undersigned on this _____ day of _____, 2014, and acknowledged the same.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

NOTARY'S STATEMENT:

STATE OF _____, County of _____, to wit: _____, a Notary Public for the State of _____, do hereby certify that the foregoing document was executed by the undersigned on this _____ day of _____, 2014, and acknowledged the same.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

OWNERS STATEMENT:

THIS IS TO CERTIFY THAT THE LOT LINE REVISION AS SHOWN HEREON HAS BEEN SUBMITTED IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS THEREOF, AND FURTHER, IN STRICT ACCORDANCE AND IN COMPLIANCE WITH THE VIRGINIA CODE OF 1960, AS AMENDED TO DATE.

LARRY K. PUGH

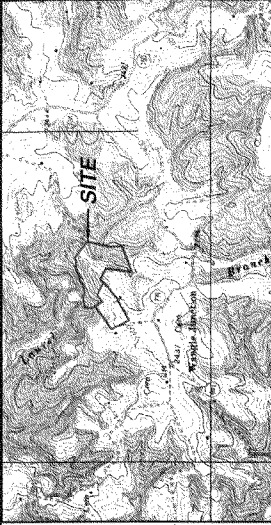
MICHAEL L. PUGH

CERTIFICATE OF APPROVAL:

THIS LOT LINE REVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH THE EXISTING ORDINANCES AND REGULATIONS OF THE COUNTY OF FLOYD AND MAY BE ADMITTED TO RECORD.

FLOYD COUNTY SUBDIVISION AGENT:

DATE _____



VICINITY MAP

SCALE: 1" = 200'

SEE JOB NO. 3413 BY THIS SURVEYOR

ALSO SEE P.C. 1, SLIDE 138 B

RECORD NORTH 1980

SEE JOB NO. 3413 BY THIS SURVEYOR

ALSO SEE P.C. 1, SLIDE 138 B

RECORD NORTH 1980

SEE JOB NO. 3413 BY THIS SURVEYOR

ALSO SEE P.C. 1, SLIDE 138 B

RECORD NORTH 1980

SEE JOB NO. 3413 BY THIS SURVEYOR

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ALSO SEE P.C. 1, SLIDE 138 B

RECORD NORTH 1980

SEE JOB NO. 3413 BY THIS SURVEYOR

ALSO SEE P.C. 1, SLIDE 138 B

RECORD NORTH 1980

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of September 15, 2022, between Heart Holdings LLC, by and through Richard Obiso and Teresa Obiso as Managing Members, owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and

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

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

1. Tax ID #025-117B; Consisting of +/- 7.02. Deed 19-0001364; Plat 14-1643
2. Tax ID #025-116A; consisting of +/- 25.7 acres. Deed 19-0001363; Plat 14-1643

More Commonly Known As: TBD Pugh Rd NW., Riner, VA 24149

- 2. 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.

- 3. Deposit.** Purchaser has made a deposit with the Auction Company, of \$5,000 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.

- 4. Settlement Agent and Possession.** Settlement shall be made at _____ on or before October 31st, 2022 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. 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.

Seller's Initials _____

Purchaser's Initials _____

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 property is vacant land and exempt.

(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

Seller's Initials _____

Purchaser's Initials _____

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) **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.

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Purchaser's Initials _____

(f) **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.

6. Standard Provisions.

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

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums,

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survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

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

(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

Seller's Initials _____

Purchaser's Initials _____

not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

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

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

Seller's Initials _____

Purchaser's Initials _____

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

Heart Holdings LLC, by and through Richard Obiso, Managing Member (Seller) 09/15/2022

Heart Holdings LLC, by and through Theresa Obiso, Managing Member (Seller) 09/15/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 09/15/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 09/15/2022

Seller's Initials _____

Purchaser's Initials _____