

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 - Steven M. Agee & Lynn A. Kidd

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

AUCTION DATE - Thursday, October 27th, 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".

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

OFFERING – Legally described as:

Offering # 1 – 25.548 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 7 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering #2 – 5 Acres & Improvements; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 6 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing. 231 Laurel Branch Road, Floyd VA 24091

Offering #3 – 15.056 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract #5 shown on survey by LJ Quesenberry job #5149 to be recorded prior to closing.

Offering # 4 - 13.648 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 4 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 5 – 46.8235 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 3 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing. 20' Water Easement through this tract to adjoining tract to west.

Offering #6 – 65.542 Acres & 2 50' Right of Ways; Courthouse Magisterial District of Floyd, County VA; Revised Tax Map 54-27; Tract #1 shown on survey by LJ Quesenberry job #5149 to be recorded prior to closing.

Offering #7 – 13.035 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract #13 shown on survey by LJ Quesenberry job #5149 to be recorded prior to closing.

Offering #8 – 10.943 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract #12 shown on survey by LJ Quesenberry job #5149 to be recorded prior to closing.

More Commonly Known As: TBD Laurel Branch Rd NW., Floyd, VA 24091

- Online Bidding Open NOW
- Online Bidding <u>Closes</u> on Thursday, October 27th, 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 <u>NOT</u> 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).
- 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 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, December 12th, 2022**. Buyers will be afforded the opportunity to close via email, 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one lot will need to be high bidder on all lots desired. Each offering will stay open until all bidding is complete and all offerings will close simultaneously.
- 18) **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).
- 19) **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.
- 20) 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

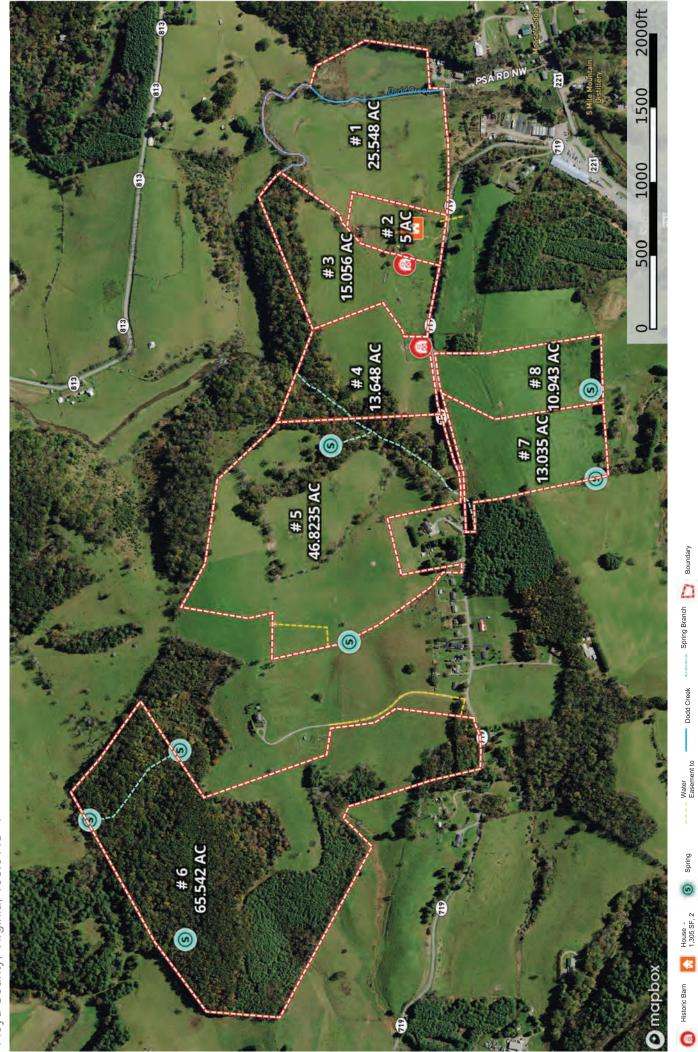
Individual State License #'s

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

Floyd County, Virginia, 195.6 AC +/-



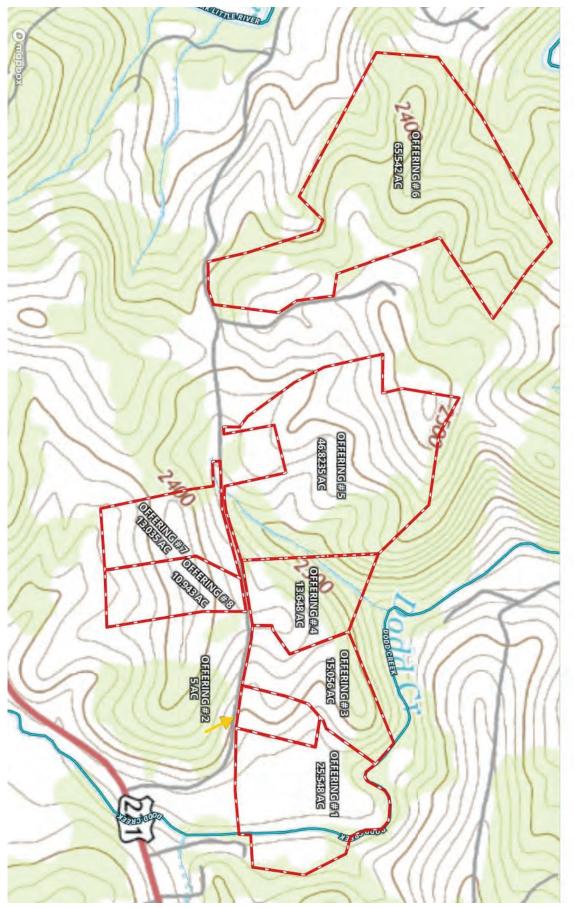
Dodd Creek

- - - Water Easement to

Spring



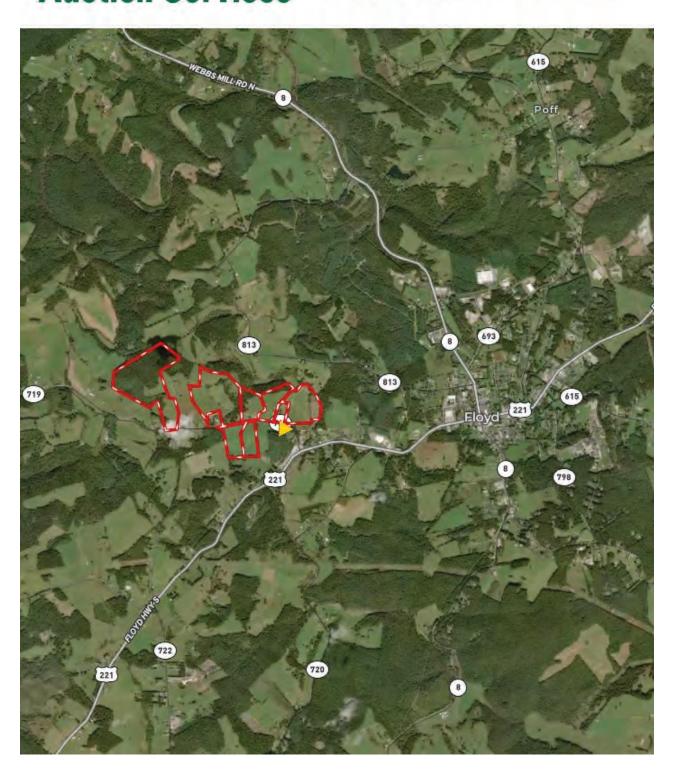
Topo Map





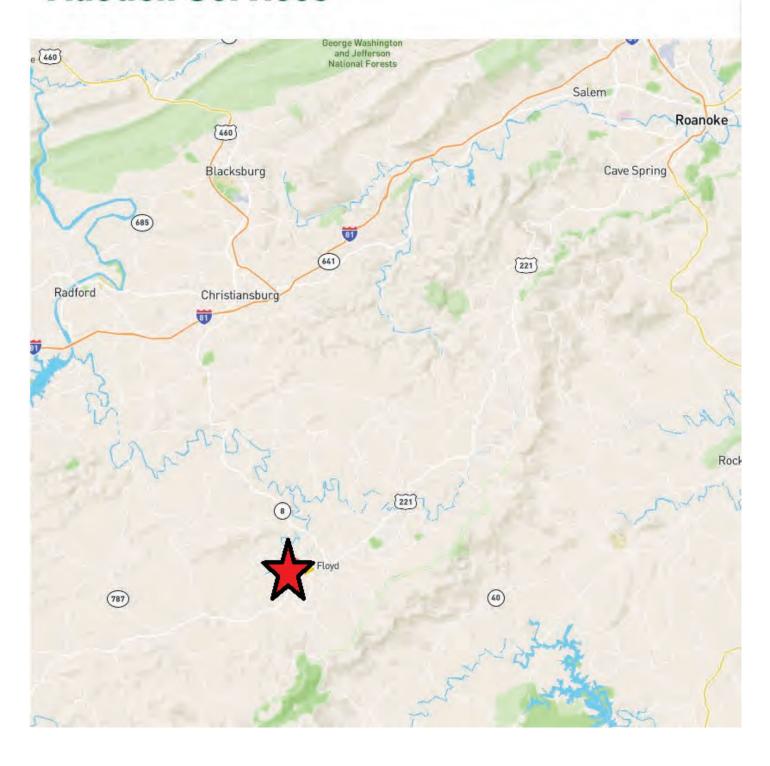
Auction Services

Neighborhood Laurel Branch Rd. NW Floyd VA 24091 8 Offerings - 195.6 AC





Floyd, VA 24091

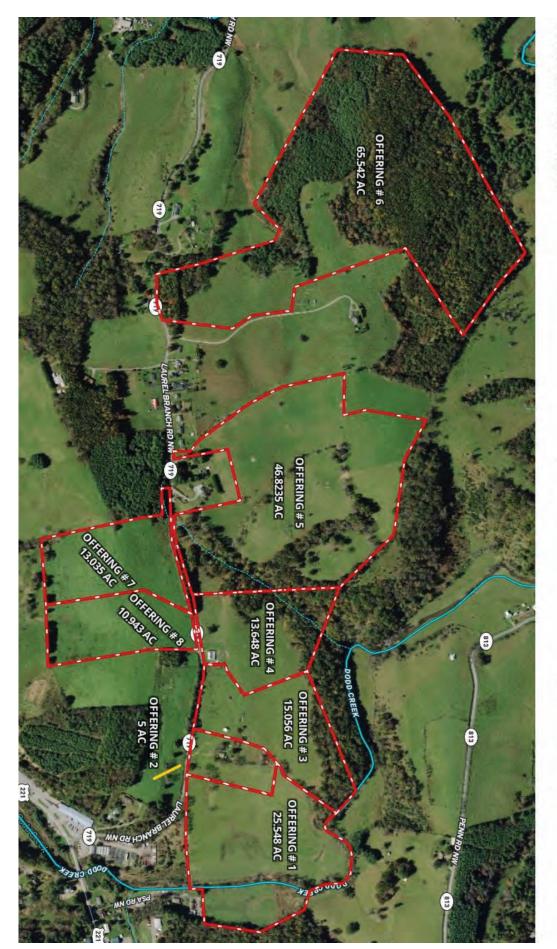


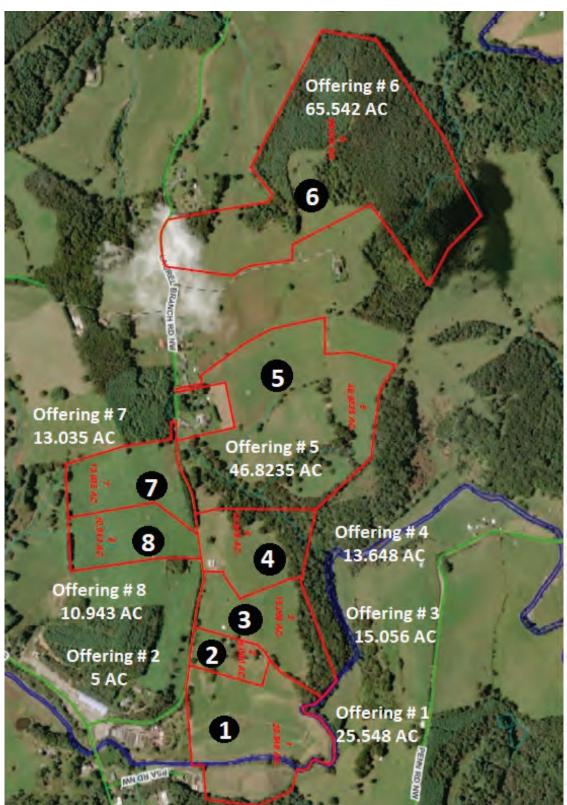


Aerial Map

8 offerings - 195.6 AC Total

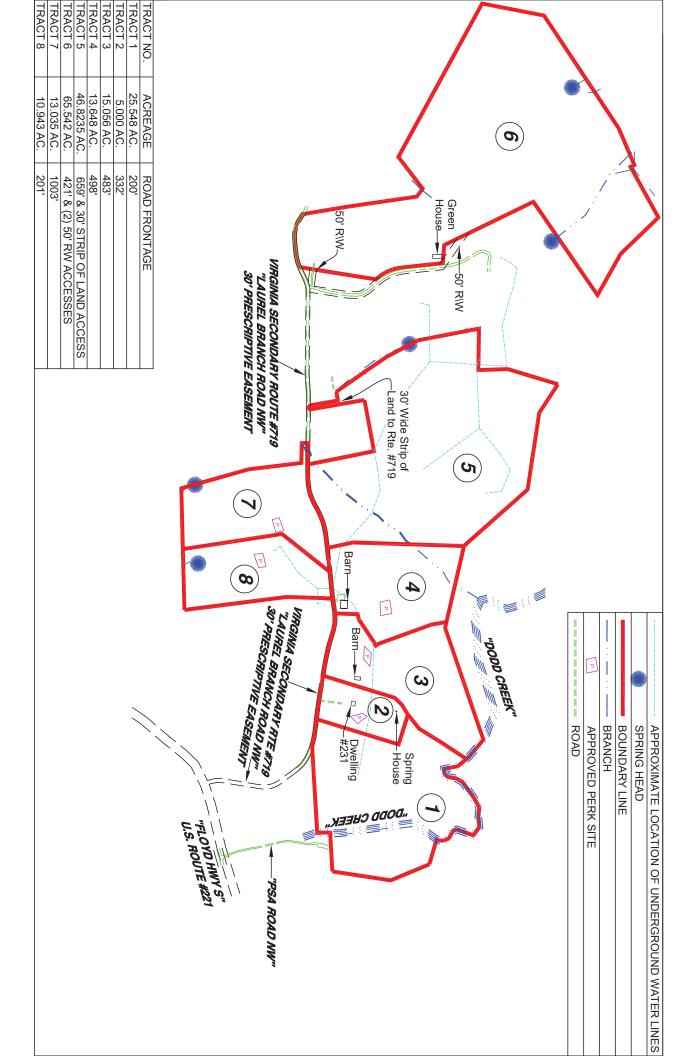
*Refer to Survey for exact boundary







Aerial w/ Survey Overlay



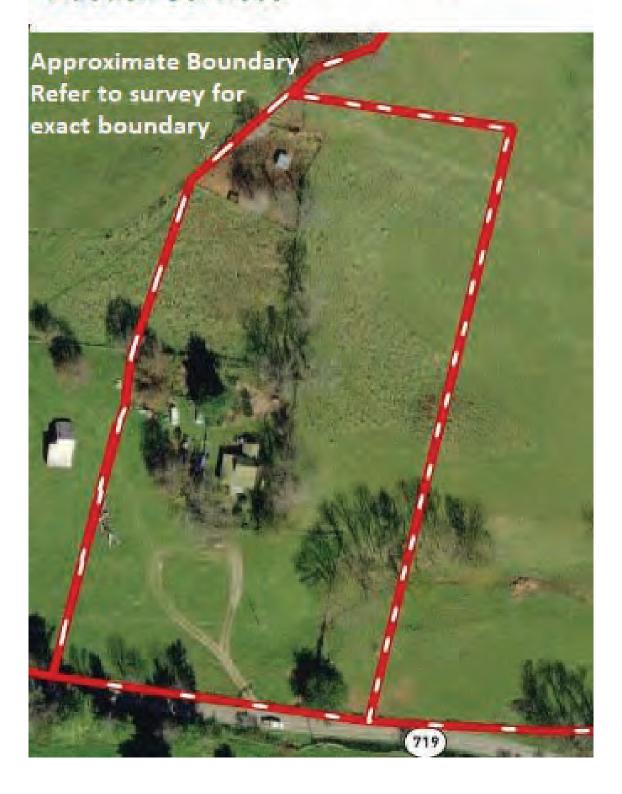


Aerial Map Offering # 1 25.548 AC





Aerial Map 5 Acres





Auction Services

Aerial Map Offering # 3

15.056 AC *Approximate boundary

*Approximate boundary refer to survey for exact





Auction Services

Aerial Map Offering # 4 13.648 AC *Refer to Survey for exact boundary





Country Offering # 5 Real Estate 46.8235 AC **Aerial Map**

Auction Services

*Refer to Survey for **Exact Boundary**





Auction Services

Aerial Map Offering # 6

*Refer to Survey for exact Boundary





Auction Services

Aerial Map

Offering # 7 and # 8 13.035 AC & 10.943 AC

*Refer to Survey for exact Boundary



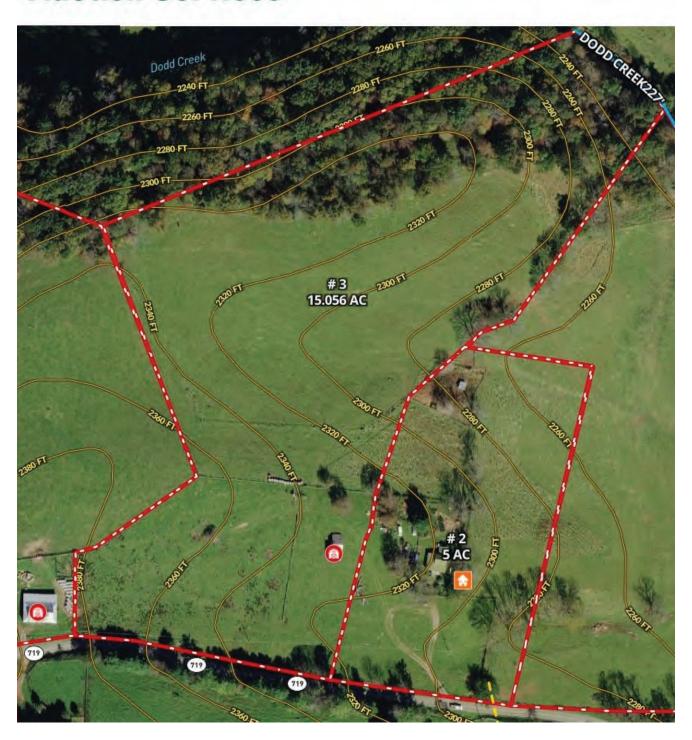


Contour Map Offering # 1



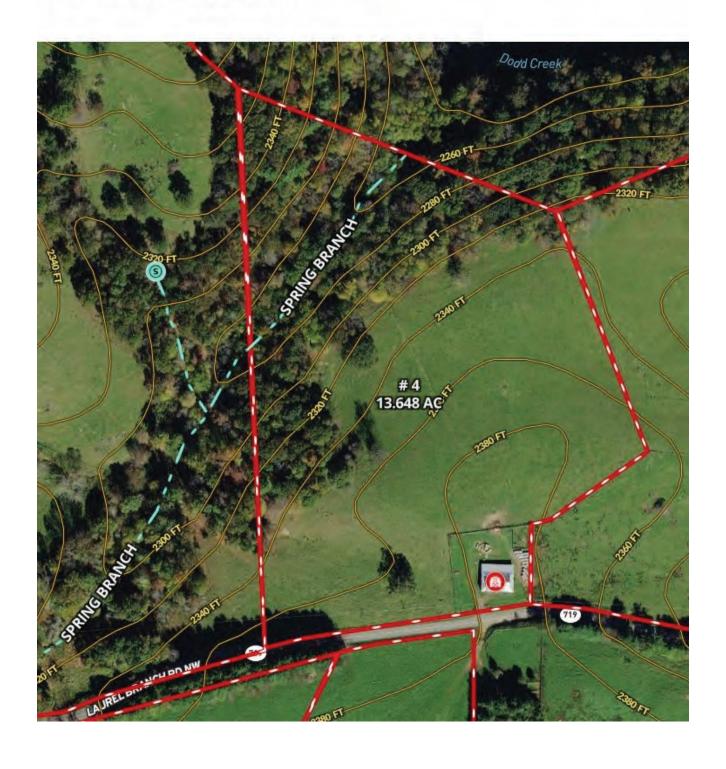


Contour Map Offering # 2 & # 3



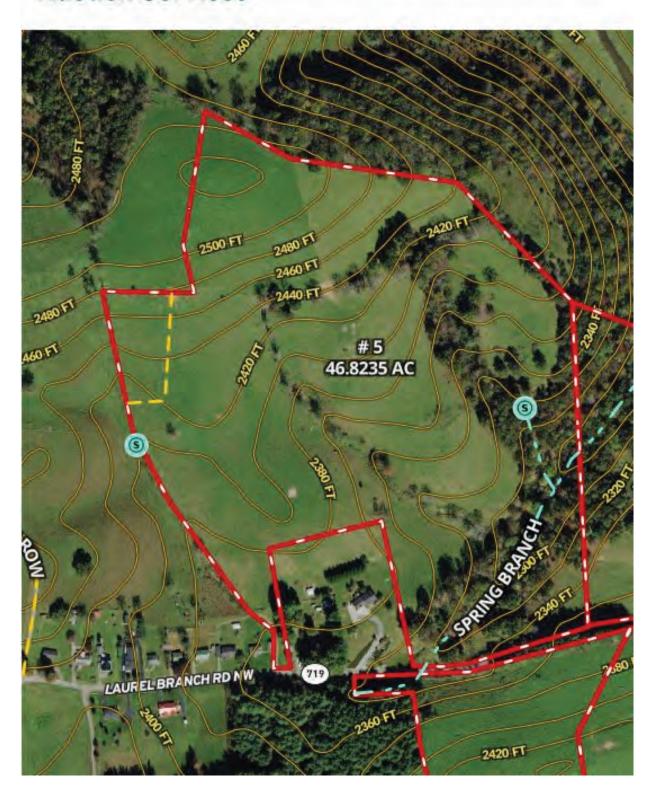


Contour Map Offering # 4



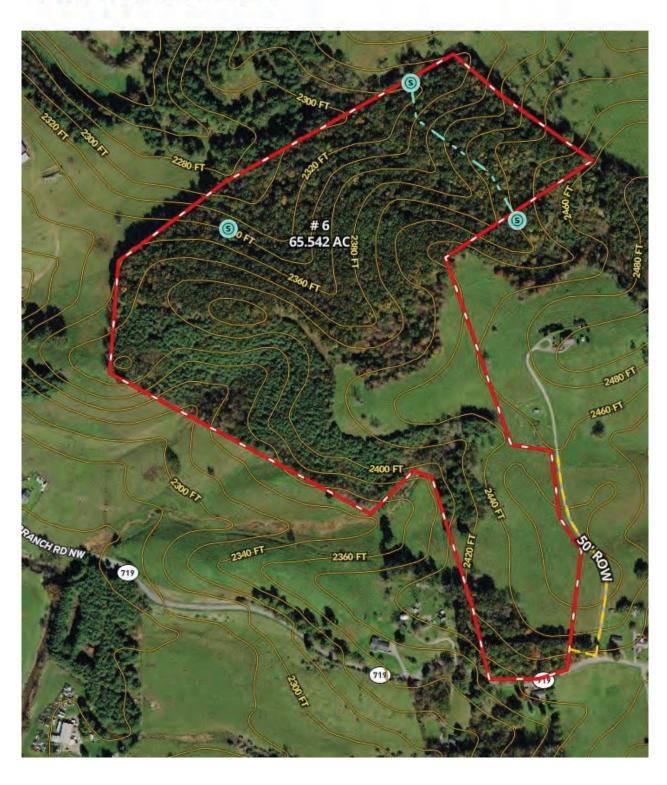


Country Contour Map Real Estate Offering # 5 Offering # 5



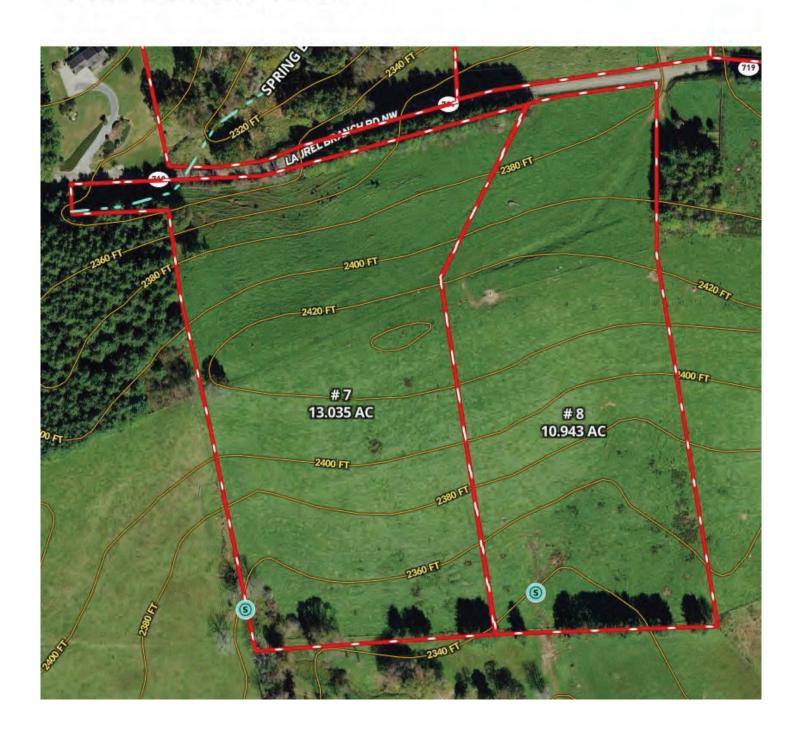


Contour Map Offering # 6





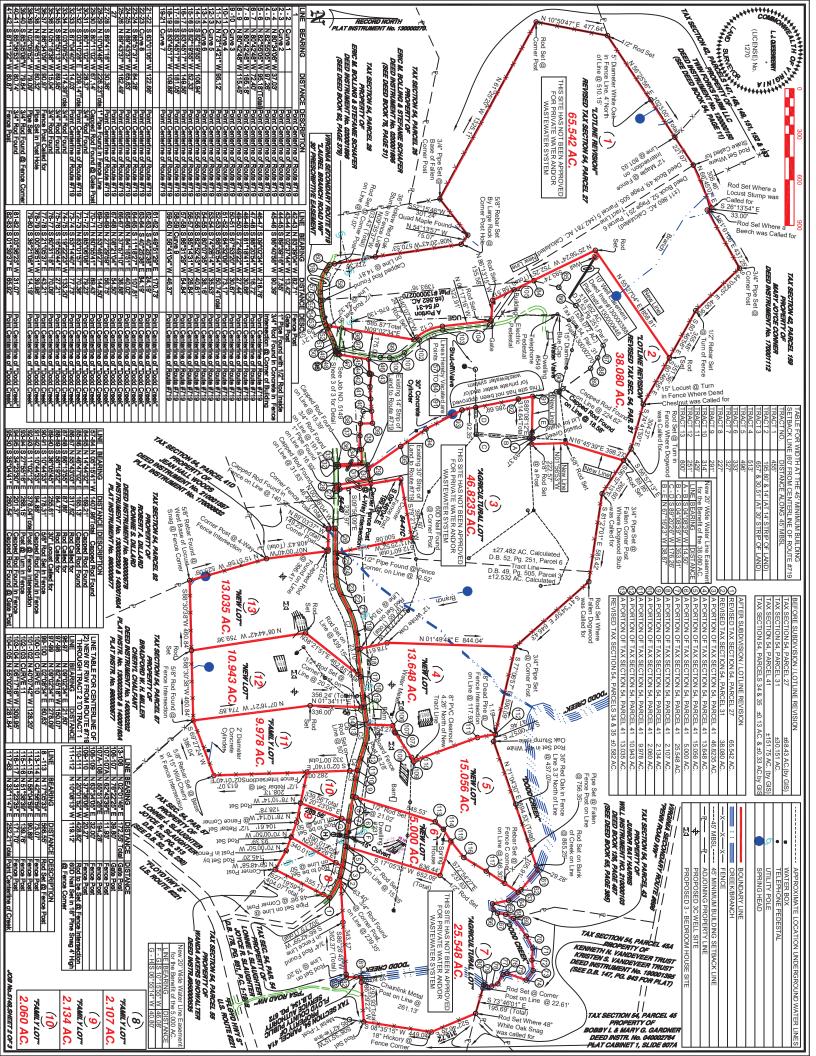
Contour Map Offering # 7 & # 8

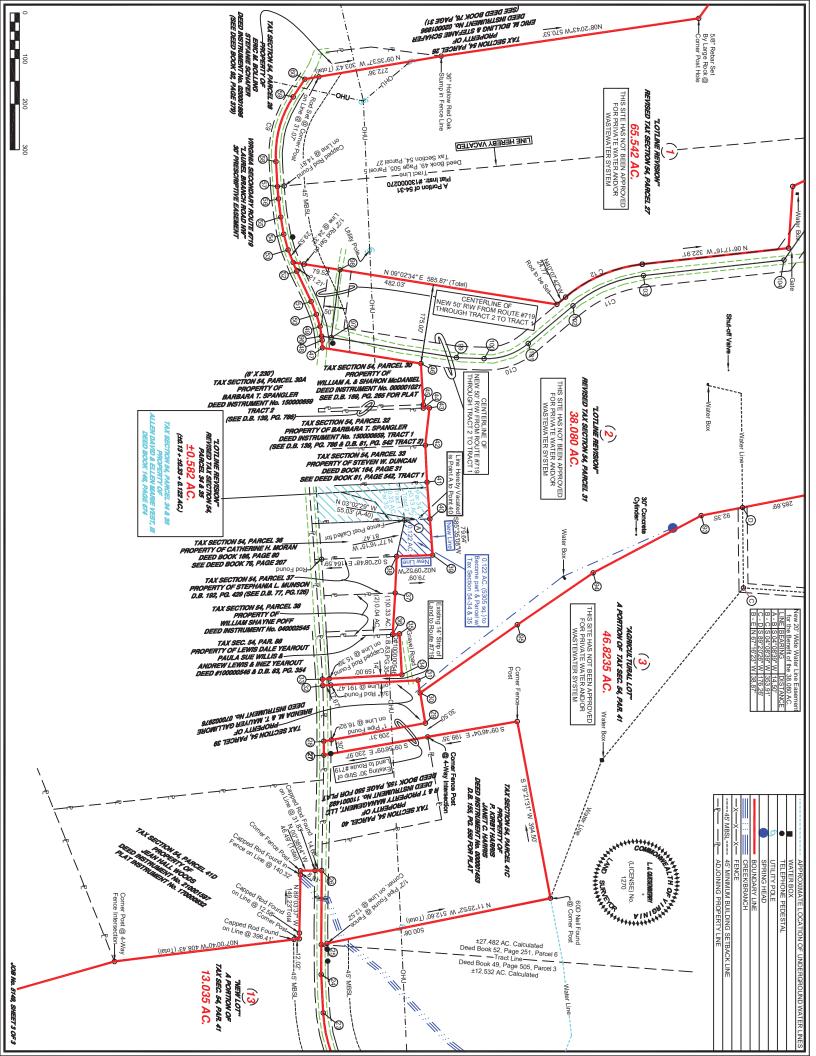


***** IMPORTANT NOTE****

Survey to be recorded has Tract #'s that do not match offering #'s. The following survey is the map that will be recorded. Refer to Sale Maps in Bidder Pack for Tract Offering #'s for online bidding.

CERTIFICATE OF APPROVAL:	CURVE RADIUS AR C1 495.83' 158		NGTH CHORD BEAR	ING DELTA ANGLE TANGENT 18°22'05" 80.17'	WAR ALTH OR THE AL	PLAT SHOWING
THIS PLAT IS APPROVED BY THE UNDERSIGNED IN ACCORDAN WITH THE EXISTING ORDINANCES AND REGULATIONS OF THE	C3 1065.05' 57.	82' 57.81'	N 76°46'15" W N 79°09'29" W	7°35'42" 32.91' 3°06'38" 28.92'	L.J. QUESENBERRY	N "AGRICULTURAL SUBDIVISION", A "FAMILY SUBDIVISION",
COUNTY OF FLOYD AND MAY BE ADMITTED TO RECORD.	C4 1065.05' 81. C5 333.88' 133	12' 81.10' 3.86' 132.97'	N 75°25'16" W N 84°43'29" W	4°21'49" 40.58' 22°58'17" 67.84'	‡8 · ==	A "LOT SUBDIVISION" AND A "LOTLINE REVISION" AND PORTIONS OF LOTS 2, 3, 5, 6 AND 10 OF THE J A SOWERS
AGENT, FLOYD COUNTY BOARD OF SUPERVISORS, DAT	C6 333.88' 8.4 C7 414.63' 150 C8 304.05' 12		S 83°03'39" W S 73°23'12" W S 74°59'22" W	1°27'28" 4.25' 20°44'11" 75.86' 23°56'31" 64.47'	(LICENSE) No. 1270	1931 SURVEY ON RECORD IN DEED BOOK 49, PAGE 466A
FLOYD COUNTY HEALTH OFFICIAL, DATE	C9 232.80' 149 C10 141.93' 10	9.49' 146.93' 4.71' 102.35'	N 75°04'48" W N 18°59'34" W	36°47'27" 77.42' / 42°16'16" 54.87'	AND SURVE OF THE	250.077 AC. TOTAL
PLOID GOOM TIEREIM OFFICIAL, DATE	C11 289.19' 17 C12 314.19' 18		N 23°12'29" W N 23°12'29" W	/ 33°50'27" 95.58'	******	PROPERTY OF
VIRGINIA DEPARTMENT OF TRANSPORTATION ENGINEER, DA	E	~~ () \$	Value of the same	VIRGINIA: IN THE CLERK'S C	OFFICE OF THE CIRCUIT COUR , 2022 ATM THIS ADMITTED TO RECORD.	MAP STEVEN MOYER AGEE
FLOYD COUNTY E-911 COORDINATOR, DATE	- Lest	25		RECEIVED IN OFFICE, AND,	ADMITTED TO RECORD.	LYNN ANNE AGEE(aka LYNN A.KIDD)
SEE FAMILY SUBDIVISION AFFIDAVIT RECORDED HEREWITH AS INSTRUMENT		J. C. 1000	-M	TESTEE: SURVEYOR'S CERTIFI	CATE:	KIMBERLY J. AGEE
No		7	8		S SURVEY, TO THE BEST OF M	
NOTARY'S STATEMENT:				THE REQUIREMENTS OF THE	R CORRECT AND COMPLIES WI R BOARD OF SUPERVISORS, RONS, REGARDING THE PLATT	
STATE OF, to wit:	VICINITY MAR SCALE: 1"=2000"			OF SUBDIVISIONS, WITHIN THE GIVEN UNDER MY HAND THIS	HE COUNTY OF FLOYD, VIRGIN	THACTO 2.107 AC.
I, A NOTARY PUBLIC OF AND FOR AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE TH	THE NOTES:	1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 -				TO BE ACQUIRED BY
ALLEN DAVID VEST, III, DID APPEAR BEFORE ME THIS DA OF , 2022, AND ACKNOWLEDGED THE	Y 1. THIS PL	AT IS THE RESULT OF	A CURRENT FIELD	L.J. QUESENBERRY, L.S. #127	70 ES AT 1" = 100'	- HALEY KIDD
FOREGOING DOCUMENT BY EXECUTING THE SAME.	SURVEY.	AT WAS PREPARED WI	TUALIT THE DENEET	Auger	3-Bedroom 5	A "FAMILY SUBDIVISION"
NOTARY PUBLI	— OF 4 CV	RRENT TITLE REPORT.		100% Hole Reserve	Auger Hole CPrimary	"TRACT 9" 2.134 AC.
MY COMMISSION EXPIRES:	- COUNTY	T PROPERTY AS SHOW TAX SECTION 54 PARC	CELS 27, 31 AND 41	2352	1 15/7/	TO BE ACQUIRED BY
NOTARY'S STATEMENT:		RCELS 34 AND 35 FOR		ON. 2354 OF 2358 2360 2360	1 12/1/2/1	AMELIA KIDD
STATE OF, to wit:	WITHIN :	T PROPERTY AS SHOW THE LIMITS OF A H.U.D. ZONE. THIS OPINION IS	DESIGNATED FLOOR	3-Bedroom Z _{Primary} System SCALE: 1"=100"	Slope 100% Reserve	~ ~ ~ ~
I, A NOTARY PUBLIC OF AND FOR AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE TI	THE INSPECT	TONE. THIS OPINION R TON OF THE FLOOD INS INITY PANEL #51063C02	SURANCE RATE MAP	8	SCALE: 1"= 100' 3-Bedroom	A "FAMILY SUBDIVISION"
AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE TH ELLEN MARIE VEST, DID APPEAR BEFORE ME THIS DAY OF	4-16-200	8) AND HAS NOT BEEN	FIELD VERIFIED.	System Reserve	3-Bedroom System Primary	"TRACT 10" 2.060 AC. TO BE ACQUIRED BY
FOREGOING DOCUMENT BY EXECUTING THE SAME.		MUM BUILDING SETBA INIA SECONDARY ROU		WE 6 9 1	2406	
		REAMS OR WETLANDS		II T \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	9 2402 2402 2400	REAGAN KIDD
NOTARY PUBLI MY COMMISSION EXPIRES:	MANNER	GNED, INSTALLED, AND TTHAT COMPLIES WITH STATE, AND FEDERAL	Y ALL APPLICABLE	Primary Auger Holes	100% Hole	A "FAMILY SUBDIVISION"
NOTARY'S STATEMENT:	ANY PRO	OPOSED WORK WITHIN IRIES AND/OR ITS ADJ	DODD CREEK OR IT	SCALE: 1"=100"	SCALE: 1" = 100'	"TRACT 11" 9.978 AC.
STATE OF COUNTY OF , to wit:	SUBJEC	T TO WRITTEN APPROV ERS AND/OR DEQ PRIO	VAL BY THE CORPS (2F (13\100%be_Set7		TUTE A TO BE ACQUIRED BY
L, to wit:	THE OW	NER WILL OBTAIN WRI TING A COMPLETE PER	TTEN APPROVAL BY		CONVEYANCE OF LAND PARCEL OR TRACT OF LAND INTENDED FOR SALE AND/O	AND THAT IS \ LYNN A. KIDD
AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE TH STEVEN MOYER AGEE, DID APPEAR BEFORE ME THIS DA	AT TO PERI	FORMING ANY WORK IN 1985 - J. P. J. T. J.	I THE WATERWAY AI	910R 900R 900R 900 900 900 900 900	MUST BE CONVEYED BY SAID DEED MUST BE RE	A DEED AND CORDED IN
OF, 2022, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.	DEPARTMENT			Auger 3-Bedroom	FLOYD COUNTY, VIRGIN	FEICE
MOTARY PUBLI	_ 1. REFERENCES IS	HEREBY MADE TO THE E - WELL SITE PLAN OF	E SOIL REPORT,	SCALE: 1"= 100'	Chip Man Co	"TRACT 3" 46.8235 AC. "TRACT 7" 25.548 AC.
MY COMMISSION EXPIRES:	FLOYD COUNTY	E - WELL SITE PLAN OF HEALTH DEPARTMENT EM AND WATER SUPPL	. SEWAGE	220.27	* <u> </u>	DETAINED BY
NOTARY'S STATEMENT:		ORDING TO THE PLAN.		238.37' S89°08'12	Water Box 36,90 "E 314.64 Total	STEVEN MOYER AGEE
STATE OF	THAT THE PROP	IS WERE EVALUATED C OSED DWELLINGS WO	ON THE ASSUMPTION ULD NOT EXCEED	\		LYNN ANNE AGEE (aka LYNN A.KIDD)
L . A NOTARY PUBLIC OF AND FOR	THREE (3) BEDRO	OOMS. BE TREATED FOR TERM	WITES IIVI ESS WEI I		the Post	7777
AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE TH LYNN ANNE AGEE, DID APPEAR BEFORE ME THIS DAY	CAN BE LOCATE	D 50' FROM PROPOSEL	D DWELLINGS.	3	asem 80 AC	"LOT SUBDIVISION"
OF, 2022, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.	4. NO CONSIDERA BASEMENTS WA	TION FOR PLUMBING F. S CONSIDERED IN LOT	EXTURES IN ELEVATION.	*	Line E	"TRACT 4" 13.648 AC.
MOTARY PUBLI	VIRGINIA DEP	ARTMENT OF		*	Vater t of the	"TRACT 5" 15.056 AC.
MY COMMISSION EXPIRES:	TRANSPORTA	TION (V.D.O.T.) N	,	× 285	' Wide Water	"TRACT 6" 5.000 AC.
NOTARY'S STATEMENT:	FRONTING ON VI	BY V.D.O.T. IS FOR THE RGINIA SECONDARY R	OUTE #719, AS	×60	2 € 'il	"TRACT 12" 10.943 AC.
STATE OF	OR ROADS, TO B	I. PROPOSED PLANS F DE INCLUDED INTO THE PA, WILL NEED TO BE S	STATE SYSTEM,	*	New for	"TRACT 13" 13.035 AC.
I,, A NOTARY PUBLIC OF AND FOR	THE V.D.O.T. FOR CO.	NSIDERATION.	1	† 6		RETAINED BY
AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE AND KIMBERLY J. AGEE, DID APPEAR BEFORE ME THIS DAY OF , 2022, AND ACKNOWLEDGED THE	DRIVEWAY TO V	IRGINIA SECONDARY	φ			STEVEN MOYER AGEE
FOREGOING DOCUMENT BY EXECUTING THE SAME.	EACH OWNER OF	ST BE OBTAINED BY TRACTS 1 THRU 13	/ /	92.35 X		LYNN ANNE AGEE(aka LYNN A.KIDD)
MOTARY PUBLI		VAY CONSTRUCTION. STATEMENT:	Ø → Water Box	× *	SCALE: 1"= 10	"LOTLINE REVISION"
MY COMMISSION EXPIRES:		ETS IN THIS SUBDIVIS DS NECESSARY FOR I		for the Bene	Water Line Easement efit of the 38.080 AC.	"TRACT 1" 65.542 AC.
OWNER'S STATEMENT:	OF STATE	IUS NECESSAHY POH II FHIGHWAYS AND WILL IENT OF TRANSPORTA	NOT BE MAINTAINE	DBY THE A-B S 04°0	ING DISTANCE 08'39" W 14.50' 08'39" W 353.91'	"TRACT 2" 38.080 AC.
THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHO	APPROVI VN HEREON FOR RUR	NG THE SUBDIVISION A AL ADDITION FUNDS O	IND ARE NOT ELIGIB R ANY OTHER FUNDS	C - DIS 89°2	20'26" W 176.26' 16'23" W 38.87'	RETAINED BY
HAS BEEN SUBDIVIDED IN STRICT ACCORDANCE WITH THE WIS DESIRES OF THE UNDERSIGNED OWNERS THEREOF, AND FURT	HER, IN ALLOCAT	NATED BY THE GENER. ED BY THE COMMONW			SCALE: 1" = 100' Water Box 7 \$ \$ \$ lephone X \$ \$ \$	STEVEN MOYER AGEE
STRICT ACCORDANCE AND IN COMPLIANCE WITH THE VIRGINIA OF 1950, AS AMENDED TO DATE.	JJDL	AOSE APPROVA	AL STATEMENT	Pe	destal (P) / S (S)	LYNN ANNE AGEE(aka LYNN A.KIDD)
LYNN ANNE AGEE (aka LYNN A. KIDD) IS THE SISTER OF STEVEI AGEE. LYNN A. KIDD IS THE MOTHER OF HALEY KIDD, AMELIA I	I MOYER CIDD AND	THIS SUBDIVISION IS SYSTEMS IN ACCOR	S APPROVED FOR INL DANCE WITH THE PR	DIVIDUAL ONSITE SEWAGE 🛏		1/2" Rod Set KIMBERLY J. AGEE
REAGAN KIDD.		REGULATIONS (12 V	AC 5-610-10 ET SEQ	ROVISIONS OF THE CODE NG AND DISPOSAL THE "REGULATIONS"),	-5.55	on Line @ 15.65'
STEVEN MOYER AGEE	DATE	LOCAL HEALTH DEF FOR COMPLIANCE W	PARTMENT TO ACCE	LITY HAS AUTHORIZEÖ THE PT PRIVATE EVALUATIONS NCES).	G Water Box	"LOTLINE REVISION"
		THIS SUBDIVISION W	VAS SUBMITTED TO T	THE HEALTH DEPARTMENT	6" PVC Pipe New 20' Wide Water Line Eas	0.122 AC. TRACT
LYNN ANNE AGEE	DATE	WHICH REQUIRES TO	HE HEALTH DEPART	r THE CODE OF VIRGINIA MENT TO ACCEPT PRIVATE SOI LUTHORIZED ONSITE SOIL LL ENGINEER WORKING IN	for the Benefit of the 5.000	AC.
KIMBERLY J. AGEE	DATE	CONSULTATION WIT	'H AN AOSE FOR RES	SIDENTIAI DEVELOPMENT THE	F - G S 10°15'55" W 46.08	OTE VERY MICHELL MICHAELE
ALLEN DAVID VEST, III	DATE	WITH THE ROARD O	F HFAI TH'S REGIII A	FORM A FIELD CHECK OF SUC CERTIFIED AS BEING IN COMPL TIONS BY: DAVID HALL,		TO BE ACQUIRED BY
). THIS SUBDIVISION APPROVAL FICATION.	ALLLIN	DAVID VEST, III & ELLEN MARIE VEST
SOURCE OF TITLE:	DATE	PURSUANT TO 360 C ASSURANCE THAT S	OF THE REGULATION SEWAGE DISPOSAL S	S, THIS APPROVAL IS NOT AN SYSTEM CONSTRUCTION PERM		LOCATED ON VIRGINIA SECONDARY ROUTE #719
PLAT SHOWING "±30.151 AC. TRACT" IS ALL OF THAT PROPERT STEVEN M. AGEE AND KIMBERLY J. AGEE AS DESCRIBED IN DE		WILL BE ISSUED FOR	R ANY LOT IN THE SU Y IDENTIFIED AS HA	UBDIVISION UNLESS THAT VING AN APPROVED SITE FOR AND UNLESS ALL CONDITIONS		"LAUREL BRANCH ROAD NW"
No. 010001008, AND ±219.928 AC. IS ALL OF THAT PROPERTY AC MOYER AGEE AND LYNN ANNE AGEE AS DESCRIBED IN DEED B	QUIRED BY STEVEN OOK 189. PAGE 811.	AND CIRCUMSTANCE FOR A PERMIT AS A	ES ARE PRESENT AT RE PRESENT AT THE	THE TIME OF APPLICATION TIME OF THIS APPROVAL.		COURTHOUSE MAGISTERIAL DISTRICT FLOYD COUNTY, VIRGINIA
(2), (b.) ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT CU VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEEDS ARE THE	OURT OF FLOYD COUNT	", SITES FOR ONSITE S	REWAGE SYSTEMS.	THÂT DO NOT HÀVE APPROVED	•	SCALE: 1" = 300' DATE: 8 SEPTEMBER 2022
IN THE CHAIN OF TITLE TO SAID LAND.		CERTIFICATION THA	T APPROVED LOTS A	IN RELIANCE UPON THE ARE SUITABLE FOR "TRADITION	NAL	L. J. QUESENBERRY, LICENSED LAND SURVEYOR 621 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24349
L.J. QUESENBERRY, L.S.#1270	DATE	SYSTEMS", HOWEVE AT THE TIME CONST	RUCTION PERMITS A	DESIGNS MAY BE DIFFERENT IRE ISSUED.	OB No. 5149, SHEET 1 OF 3 PH	321 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343 ONE & FAX: (276)-728-7471 * E-MAIL: quessurvey@comcast.net





PROPERTY **Parcel Information** Town/District **COURT** Parcel Record Number (PRN) 123 HOUSE Account Name **AGEE STEVEN MOYER & LYNN ANNE** Account Name 2 Care Of Address1 **4466 BRENTWOOD COURT** Address2 **ROANOKE, VA 24018** City, State Zip **Business Name** VA Location Address(es) RT 719 **Map Number** Double Circle Block Parcel Number Map Insert 054 27 Total Acres 68.43 UNK--Deed NONE Will NONE Plat Route 719 Legal Desc 1 **BISHOP PLACE** Legal Desc 2 Zoning State Class AG / UNDEVELOPED 20-99 ACRES Topology NONE Utilities

Previous Value (2022)	Current Value (2023)	Гуре
\$225,300	\$225,300	Land
\$0	\$0	Main Structures
\$0	\$0	Other Structures
\$225,300	\$225,300	TOTALS

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$0	UNKNOWN	1	04/01/1993

d Segments	5			
Seg	Description	Size	AdjRate	Value
1	CROPLAND	20.00	\$4,000	\$80,000
2	WOODLAND	48.43	\$3,000	\$145,300

			N	o data to disp	lay		
v Ctri	uctures						
3010	ı ceares			1			

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PROPERTY **Parcel Information** Town/District **COURT** Parcel Record Number (PRN) 125 HOUSE Account Name **AGEE STEVEN MOYER & LYNN ANNE** Account Name 2 Care Of Address1 **4466 BRENTWOOD COURT** Address2 **ROANOKE, VA 24018** City, State Zip **Business Name** 231 LAUREL VA **BRANCH RD** Location Address(es) RT 719 VA **Map Number** Double Circle Block Map Insert Parcel Number 054 151.75 **Total Acres** Deed UNK--NONE Will Plat NONE 719 Route Legal Desc 1 **BISHOP PLACE** Legal Desc 2 Zoning State Class AG / UNDEVELOPED 100 + ACRES Topology Utilities NONE

pe (Current Value (2023)	Previous Value (2022)
nd	\$523,400	\$523,400
ain ructures	\$0	\$0
ther ructures	\$12,000	\$12,000
OTALS	\$535,400	\$535,400

– Sa	Sales History						
	Grantor	Sale Price	Instrument	Number of Tracts	Sale Date		
		\$0	UNKNOWN	1	04/01/1993		

L	and Segments				
	Seg	Description	Size	AdjRate	Value
	1	HOMESITE WD	1.00	\$16,000	\$16,000
	2	PASTURELAND	18.14	\$5,500	\$99,800

3	ROCKY PAST	113.00	\$3,000	\$339,000
4	WOODLAND	19.61	\$3,500	\$68,600

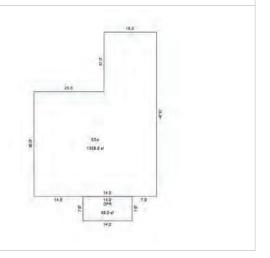
Main Structures

	Rooms	4	Deprec Schedule	DEPR BY ADJUSTMENT
Main Structure 1	Bedrooms	2	Heated Sq Ft	1,305
	Cost/Heated SqFt	\$0.00	Constr Style	CONVENTION

Main Structure Photo

Main Structure Sketch

No Image Available



Main Structure Attributes

Туре	Code	# Of	Base Rate	Value
AIR COND	NO AIRCOND	1,305	\$0	\$0
ARCH STYLE	CONVENTION	1,305	\$0	\$0
BATHROOMS	FULL BATHS	1	\$0	\$0
BUILDING TYPE	SFR (OB)	1,305	\$0	\$0
CONDITION	POOR	1,305	\$0	\$0
EXT FINISH	WOOD SID	1,305	\$0	\$0
EXT FINISH 2	-	1,305	\$0	\$0
FOUNDATION	SLAB	1,305	\$0	\$0
FRAME	WOOD	1,305	\$0	\$0
HEAT	STOVE	1,305	\$0	\$0
ROOF MATERIAL	METAL	1,305	\$0	\$0
STORIES	STORIES	1	\$0	\$0

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	SSA	SIDING/SHINGLE ONE STORY	FACTOR	1,305	1.00	0.00	\$0	9999	9999	\$0
2-0	100	OPR	OPEN PORCH (RAISED)	FACTOR	98	1.00	0.00	\$0	9999	9999	\$0

Other Structures Story Height Sec Description Class Grade Area BaseRate Deprec YearBlt Value 1 SOUND 1 STRY FR STRY 1 \$0.00 MANUAL 1.00 0 \$8,000 VALUE FR SOUND 2 BARN BARN \$0.00 MANUAL 1.00 0 \$2,500 VALUE SOUND 3 BARN BARN 1 \$0.00 MANUAL 1.00 0 \$1,500 VALUE

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CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 27th, 2022, between Steven M. Agee and Lynn A. Kidd, 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 Floyd, Virginia, and described as:

Offering # 1 – 25.548 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 7 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering # 2 – 5 Acres & Improvements; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract # 6 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing. 231 Laurel Branch Road, Floyd VA 24091

Offering #3 – 15.056 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract #5 shown on survey by LJ Quesenberry job #5149 to be recorded prior to closing.

Offering #4 – 13.648 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract #4 shown on survey by LJ Quesenberry job #5149 to be recorded prior to closing.

Offering #5 – 46.8235 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract #3 shown on survey by LJ Quesenberry job #5149 to be recorded prior to closing. 20' Water Easement through this tract to adjoining tract to west.

Offering # 6 – 65.542 Acres & 2 50' Right of Ways; Courthouse Magisterial District of Floyd, County VA; Revised Tax Map 54-27; Tract # 1 shown on survey by LJ Quesenberry job # 5149 to be recorded prior to closing.

Offering #7 – 13.035 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract #13 shown on survey by LJ Quesenberry job #5149 to be recorded prior to closing.

Offering #8 – 10.943 Acres; Courthouse Magisterial District of Floyd, County VA; Portion of Tax Map 54-41; Tract #12 shown on survey by LJ Quesenberry job #5149 to be recorded prior to closing.

More Commonly Known As: TBD Laurel Branch Rd NW., Floyd, 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,

- **3. 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.
- 4. Settlement Agent and Possession. Settlement shall be made at on or before <u>December 12th, 2022</u> ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. Required Disclosures.

subject to the prorations described herein.

(a) **Property Owners' Association Disclosure.** Seller represents that the Property <u>is</u> 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

Seller's Initials	Purchaser's Initials

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 <u>not</u> 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.

Seller's Initials	Purchaser's Initials

(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.
- 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 gu	idelines: The Virginia State Bar issues
Seller's Initials	Purchaser's Initials

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.

- Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.
- (b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.
- (c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of 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.

Seller's Initials	Purchaser's Initials	

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

- (e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.
- (f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.
- (g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.
- (h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.
- (i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials	Purchaser's Initials

		1	10/27/2022
Steven M. Agee (Seller)			
Lynn A. Kidd (Seller)			10/27/2022
Purchaser Name			
Address			
Phone #	Email		
		10/27/2022	
(Purchaser signatu	re)	10/27/2022	
Purchaser Name			
Address			
Phone #	Email		
		10/27/2022	
(Purchaser signatu	re)	10/27/2022	