



# 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** – M&M Tire Holdings, LLC by and through Matthew McCoy

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Wednesday, October 18<sup>th</sup>, 2023 at 3 PM

\*\*\* Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

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

**OFFERING** –

**Legally described as:**

- Offering #1:** Tax ID 014-A 2A, PB 2012009178, 35 Acres  
4262 Pandapas Pond Road, Blacksburg, VA
- Offering #2:** Tax ID 014-A 2D, PB 2012009178, 11.884 Acres  
4180 Pandapas Pond Road, Blacksburg, VA
- AND
- Tax ID 014-A 4A, PB 2021009178, 40.62 Acres  
Off of Pandapas Pond Road, Blacksburg, VA

**More Commonly Known As: Offering #1: 4262 Pandapas Pond Rd., Blacksburg, VA 24060**

**Offering #2: 4180 Pandapas Pond Rd., Blacksburg, VA 24060**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, October 18<sup>th</sup>, 2023 at 3 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 **Kaitlyn Harman at (540) 745-2005 or by email at [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. 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) **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. 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 tract, 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 **Friday, November 17<sup>th</sup>, 2023**. 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 2 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 off 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](mailto: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**

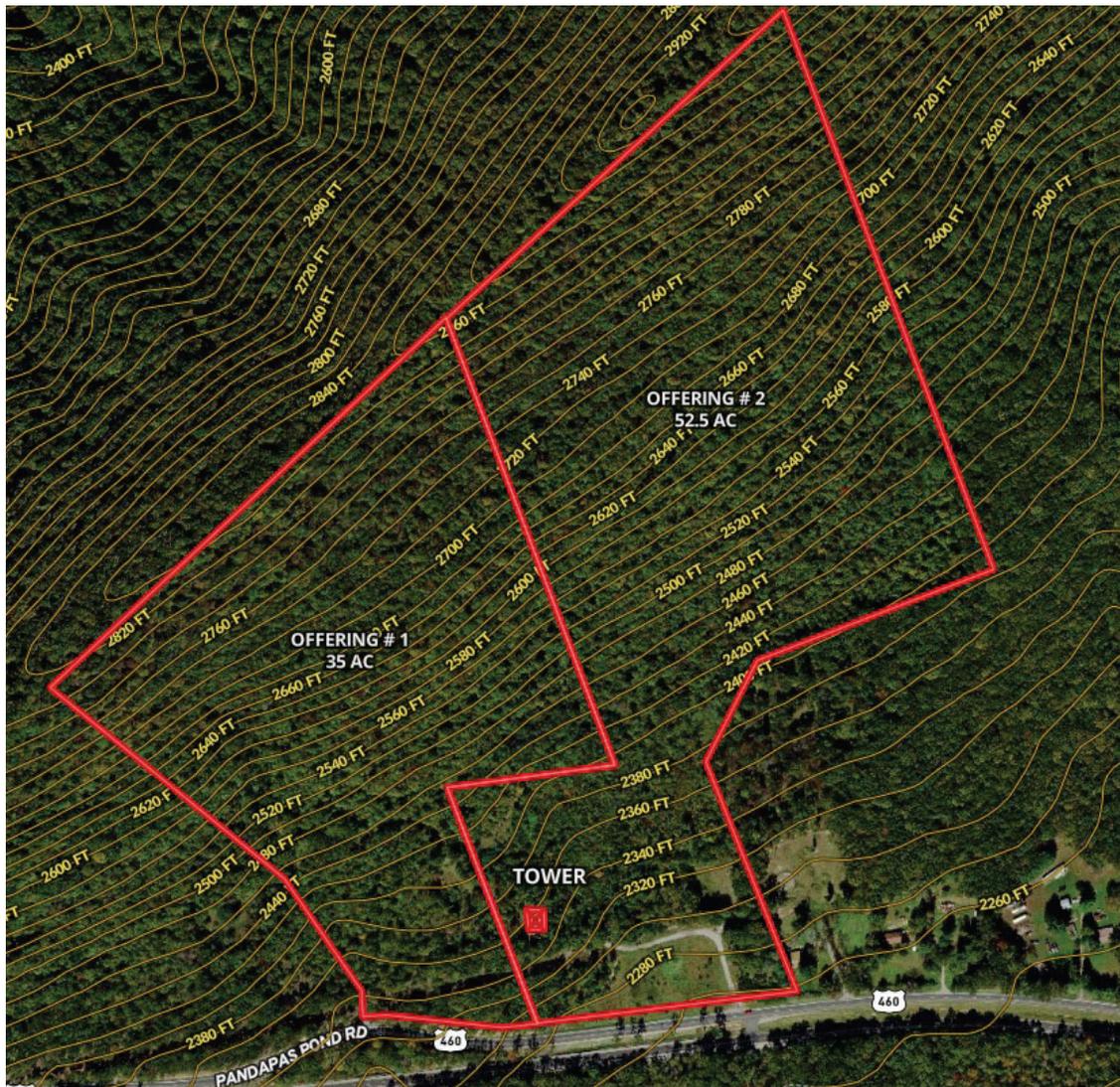
Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

# Aerial



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Contour



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



# Neighborhood

Offering #1: 4262 Pandapas  
Pond Rd., Blacksburg, VA 24060

Offering #2: 4180 Pandapas  
Pond Rd., Blacksburg, VA 24060



# Topo



**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

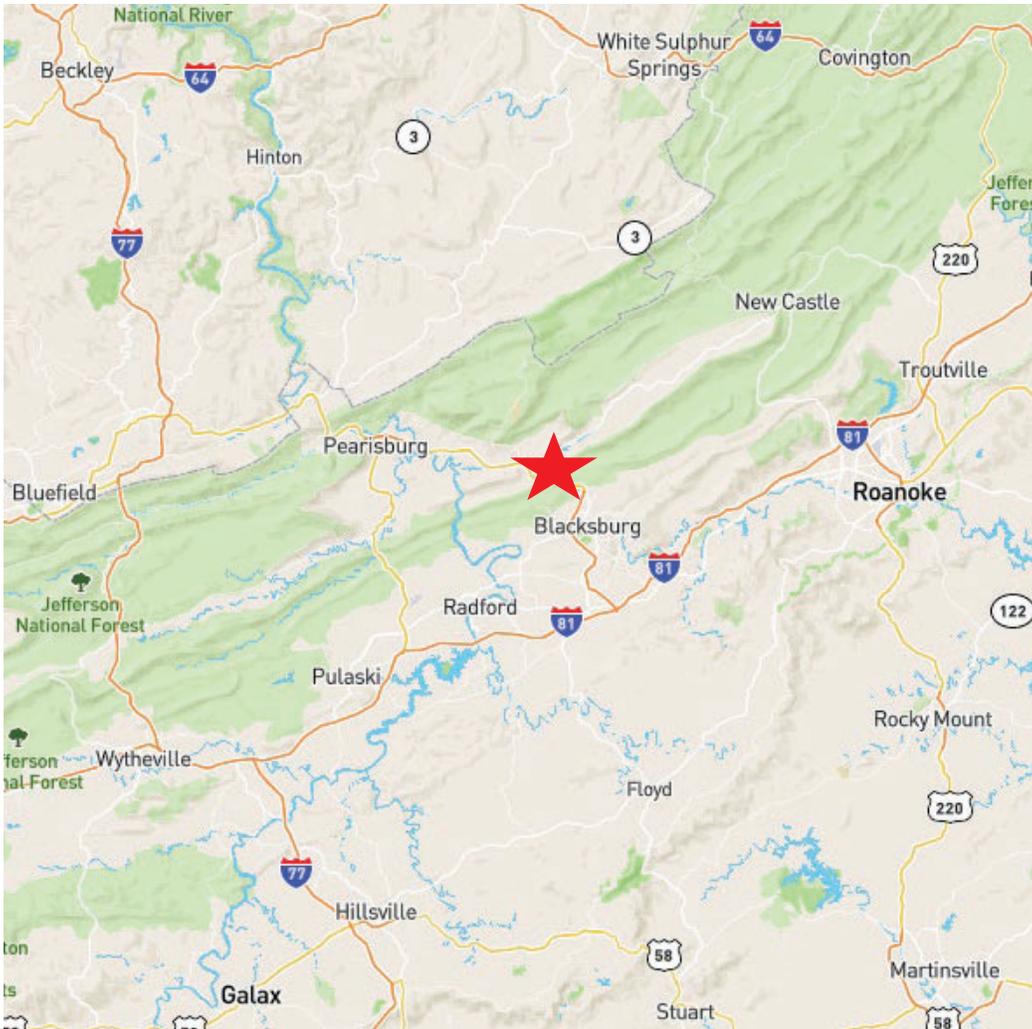


**Auction Services**

# Location

Offering #1: 4262 Pandapas Pond Rd., Blacksburg, VA 24060

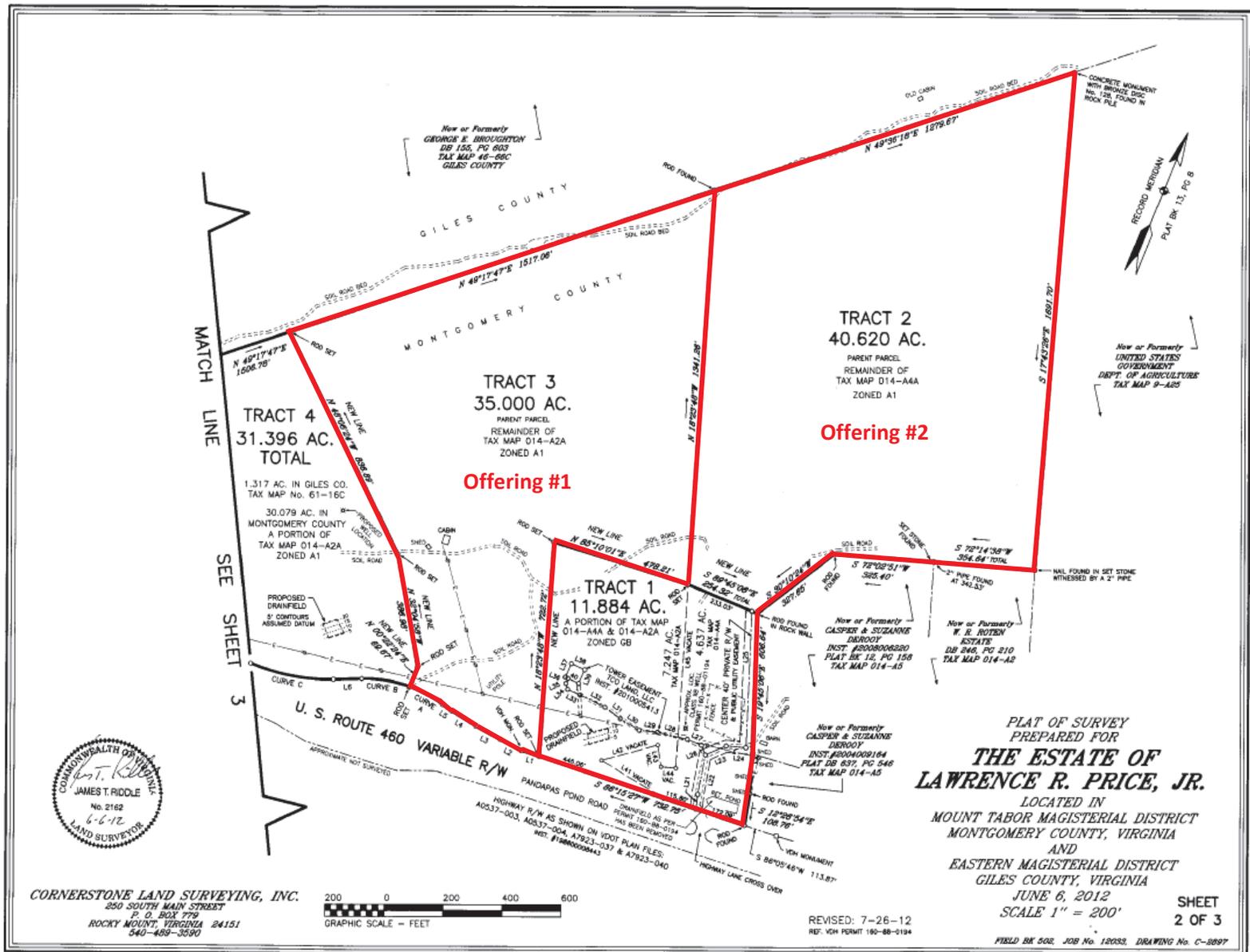
Offering #2: 4180 Pandapas Pond Rd., Blacksburg, VA 24060



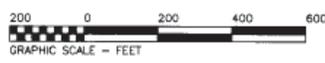
# Survey

Offering #1: 4262 Pandapas Pond Rd.,  
Blacksburg, VA 24060

Offering #2: 4180 Pandapas Pond Rd.,  
Blacksburg, VA 24060



**CORNERSTONE LAND SURVEYING, INC.**  
250 SOUTH MAIN STREET  
P. O. BOX 779  
ROCKY MOUNT, VIRGINIA 24151  
540-489-3590





Document prepared by Patrick K. Moore, P.C.  
1100 S. Main Street  
Blacksburg, VA 24060  
State Bar # 36181

Title insurance underwritten through Investors Title Insurance Company

CONSIDERATION: \$ 170,000.00

TAX ASSESSMENT: \$249,200.00

Tax Map # 014- A 2D  
Tax Map # 014- A 4A  
Tax Map # 014- A 2A

Parcel ID # 190148  
Parcel ID # 006778  
Parcel ID # 015133

**THIS DEED**, made and entered into this 29<sup>th</sup> day of February, 2020,

by and between **VICKIE JEAN GRUVER**, (a/k/a **VICKI JEAN GRUVER**), **HAVEN**

**RADFORD PRICE**, **JEFFREY FRED PRICE** and **ANTHONY DERL PRICE**, devisees

and heirs at law of the **ESTATE OF LAWRENCE RADFORD PRICE**, JR., deceased,

**GRANTORS**, and **M & M TIRE HOLDING, LLC**, a Virginia limited liability company,

**GRANTEE**.

**: W I T N E S S E T H :**

That for and in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties of the first part, as devisees and heirs at law of the Lawrence Radford Price, Jr., deceased, do hereby grant and convey with General Warranty and English Covenants of Title, unto the grantee, all those certain lots or parcels of land, with all improvements thereon and appurtenances thereunto belonging, situate, lying, and being in the County of Montgomery, Commonwealth of Virginia and more particularly described as follows: :

Tract 1 (11.844 Ac.), Tract 2 (40.620 Ac.) and Tract 3 (35 Ac.) as shown on a plat of survey entitled "Plat of Survey Prepared for the Estate of Lawrence R. Price, Jr." prepared by Cornerstone Land Surveying, Inc., dated June 6, 2012 and recorded as Instrument

Number 2012009178 in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia.

AND BEING the same lots or parcels of land that were conveyed to Lawrence R. Price, Jr. by the following deeds: (1) Deed from Nannie Mae Hershberger (widow) to Lawrence R. Price, Jr., dated July 21, 1972, recorded in the aforesaid Clerk's Office in Deed Book 324, Page 847; (2) Deed from Warren S. Neily, Jr. (Special Commissioner) to Lawrence R. Price, Jr. dated March 18, 1980, recorded in the aforesaid Clerk's Office in Deed Book 429, Page 526; (3) Deed from Clarence W. Furrow and Minnie W. Furrow, husband and wife, to Lawrence Radford Price, Jr., (a/k/a Lawrence R. Price, Jr.) dated July 16, 1986, recorded in the aforesaid Clerk's Office in Deed Book 540, Page 772. The said Lawrence R. Price, Jr. died testate on November 24, 2009. The grantors herein are listed as devisees under the Last Will and Testament of Lawrence Radford Price, Jr. and as his only heirs at law in List of Heirs, both documents being recorded as Instrument No. 2009000289 in the Clerk's Office of the Circuit Court of Montgomery County, Virginia.

This conveyance is made subject to all rights of way, easements, covenants, and restrictions of record in said Clerk's Office; including, but not limited to Instrument No. 201005413.

**THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT SURVEY OR TITLE EXAMINATION PERFORMED BY THE OFFICE OF PATRICK K. MOORE, P.C.**

WITNESS the following signatures and seals.

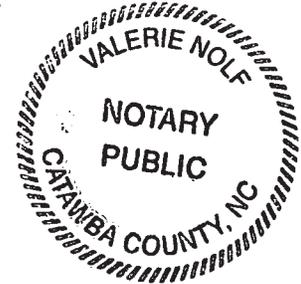
Vickie Jean Gruver (SEAL)  
Vickie Jean Gruver, devisee and heir at law of the  
Estate of Lawrence Radford Price, Jr., deceased

STATE OF NC  
CITY/COUNTY OF Catawba, TO-WIT:

The foregoing instrument was acknowledged before me this 29 day of  
February, 2020, by Vickie Jean Gruver, devisee and heir at law of the Estate of  
Lawrence Radford Price, Jr., deceased.

Valerie Nolf  
Notary Public

My Commission expires: 10/28/2022



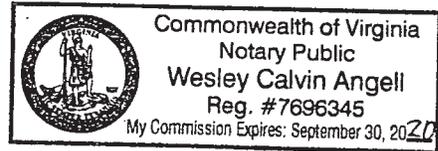
[Signature] (SEAL)  
Haven Radford Price, devisee and heir at law of the  
Estate of Lawrence Radford Price, Jr., deceased

STATE OF VIRGINIA  
CITY/COUNTY OF FRANKLIN, TO-WIT:

The foregoing instrument was acknowledged before me this 2<sup>ND</sup> day of  
MARCH, 2020, by Haven Radford Price, devisee and heir at law of the  
Estate of Lawrence Radford Price, Jr., deceased.

Wesley Calvin Angell  
Notary Public

My Commission expires: SEPT. 30, 2020



Jeffrey Fred Price (SEAL)  
Jeffrey Fred Price, devisee and heir at law of the  
Estate of Lawrence Radford Price, Jr., deceased

STATE OF Virginia  
CITY/COUNTY OF Montgomery, TO-WIT:

The foregoing instrument was acknowledged before me this 2nd day of  
March, 2020, by Jeffrey Fred Price, devisee and heir at law of  
the Estate of Lawrence Radford Price, Jr., deceased.

Linda Bowman Lane  
Notary Public

My commission expires: May 31, 2020



Anthony Derl Price (SEAL)

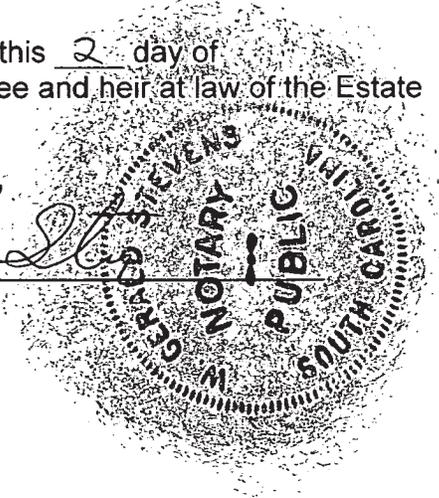
Anthony Derl Price, devisee and heir at law of the Estate of Lawrence Radford Price, Jr., deceased

STATE OF South Carolina  
CITY/COUNTY OF Greenwood, TO-WIT:

The foregoing instrument was acknowledged before me this 2 day of March, 2020, by Anthony Derl Price, devisee and heir at law of the Estate of Lawrence Radford Price Jr., deceased.

W. Small Stephens

Notary Public



My commission expires: April 26, 2028

Parcel ID: 015133

# Offering #1 Tax Card

M & M TIRE HOLDING LLC  
4262 PANDAPAS POND RD

## Owners

Owner1 M & M TIRE HOLDING LLC  
 Owner2  
 Mailing Address 2580 CHARLOTTE DR  
 Mailing Address2  
 City, State, Zip BLACKSBURG VA 24060

## Parcel

Tax Map Number 014- A 2A  
 Property Address 4262 PANDAPAS POND RD  
 City, State, Zip BLACKSBURG VA 24060  
 Neighborhood Code MR314000  
 Class Code/Description 5000/Ag/Undeveloped 20-99 Acres  
 Use Code/Description 100/AGRICULTURAL LAND 20-99 ACRES  
 Primary Zoning Code/Desc A1/AGRICULTURAL  
 Restriction Code/Description 1 /  
 Restriction Code/Description 2 /  
 Restriction Code/Description 3 /  
 Land Use Program NO  
 Notes: PB 2012009178  
 Notes: LOCKED GATE  
 Notes:  
 Notes:  
 Notes:  
 Notes:

## Legal Description

Legal Description 1 NEWPORT GAP MT  
 Legal Description 2 TRACT 3  
 Tax District Code/Description MMT/MOUNT TABOR  
 Deeded Acres 35  
 Deed Book 2020  
 Page 001639

## Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
29-FEB-2020	\$170,000	M & M TIRE HOLDING LLC	GRUVER VICKI JEAN ETAL	2020	001639
24-NOV-2009		GRUVER VICKI JEAN ETAL	PRICE LAWRENCE R JR	2009	000289

## Sale Details

1 of 2

Sale Date 29-FEB-2020  
 Sale Key 125175  
 Sale Price \$170,000.00  
 Grantee M & M TIRE HOLDING LLC  
 Grantor GRUVER VICKI JEAN ETAL  
 Book 2020  
 Page 001639  
 Sale Type IMPROVED  
 Sale Source D-DEED BARGIN SALE  
 Sale Validity 12-INVOLVED ADDITIONAL PARCELS

## Dwelling Description

Card 1  
 Story Height 1  
 Construction Code/Desc 1 / FRAME  
 Style Code/Desc 11 / CABIN  
 Year Built 1960  
 Effective Year Built 1940  
 Remodeled Year  
 Total Rooms 3  
 Bedrooms 1  
 Full Baths 0  
 Half Baths  
 Additional Fixtures  
 Total Fixtures 0  
 Kitchen Remodeled  
 Bathroom Remodeled  
 Basement Code/Desc 2 / CRAWL  
 Heating Code/Desc 3 / CENTRAL HEAT  
 Heating Fuel Type Code/Desc 5 / ELECTRIC

Heating System Code/Desc	6 / ELECTRIC BBRD
Attic Code/Desc	1 / NONE
Physical Condition Code/Desc	A / AVERAGE CONDITION
Square Footage of Living Areas	480
Unfinished Area SF/Value	/ \$0
Finished Basement - poor SF/Value	/ \$0
Finished Basement - avg SF/Value	/ \$0
Finished Basement - good SF/Value	/ \$0
Fireplace stacks/openings	/
Pre Fab Fireplace	
Bsmt Garage #Cars	
Misc Code/Desc/Value	// \$0
Misc Code/Desc/Value	// \$0
Notes1	NO WELL OR SEPTIC
Notes2	
Grade Factor/Desc	35 / E
Additional Exterior Wall	
Roof Structure	GABLE
Roof Cover	COMPOSIT SHINGLE
Interior Wall 1	DRYWALL
Interior Wall 2	
Floor Code 1	CARPET
Floor Code 1	
Structural Frame	WOOD

**Condominium Data**

Complex No.  
 Unit No.  
 Name  
 Level  
 Type  
 View

SFLA includes finished basement area

**Outbuildings**

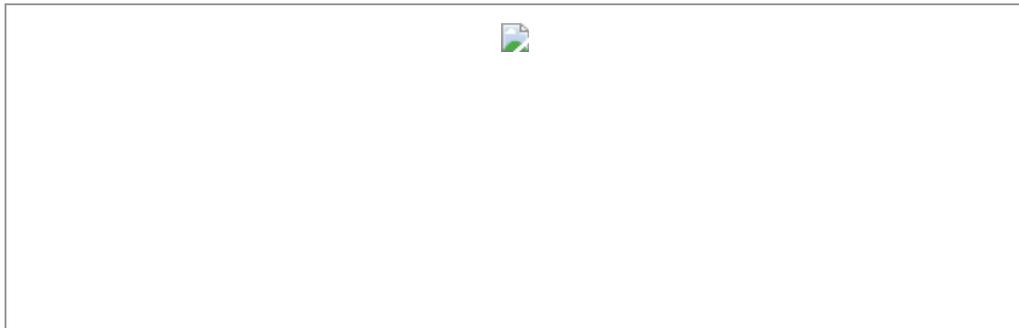
Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	CAN / CANOPY-DETACHED	1980	D	12	16	192	600
1	CAN / CANOPY-DETACHED	1970	D	12	50	600	800

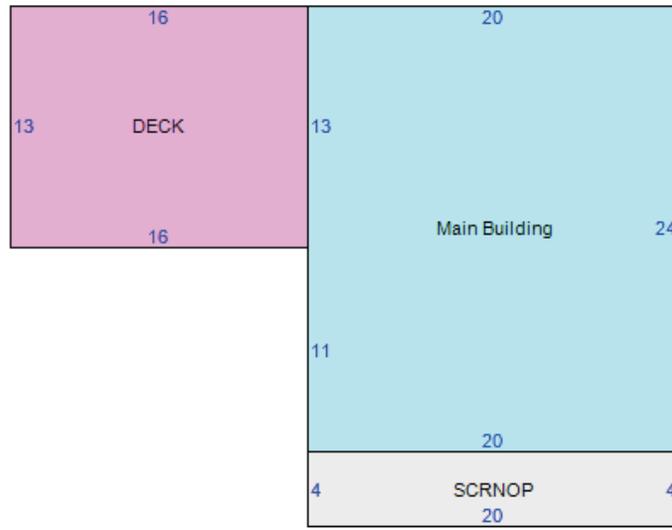
**Assessed Values**

Assessed Land	\$103,800
Assessed Buildings	\$26,000
Total Assessed Value	\$129,800
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026  
 Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2023 is 70 cents per \$100.





Item	Area
Main Building	480
DECK - 31:DECK	208
CANOPYDET - CAN:CANOPY-DETACHED	192
SCRNOP - 41:SCRNOP	80
CANOPYDET - CAN:CANOPY-DETACHED	600

Parcel ID: 190148

**Offering #2 Tax Card**M & M TIRE HOLDING LLC  
4180 PANDAPAS POND RD**Owners**

Owner1	M & M TIRE HOLDING LLC
Owner2	
Mailing Address	2580 CHARLOTTE DR
Mailing Address2	
City, State, Zip	BLACKSBURG VA 24060

**Parcel**

Tax Map Number	014- A 2D
Property Address	4180 PANDAPAS POND RD
City, State, Zip	BLACKSBURG VA 24060
Neighborhood Code	MR314000
Class Code/Description	4000/Commercial/Industrial
Use Code/Description	400/COMMERCIAL VACANT LAND
Primary Zoning Code/Desc	GB/GENERAL BUSINESS
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	7/COMM TOWER AA17
Land Use Program	NO
Notes:	PB 2012009178
Notes:	CELL TOWER LAND LEASE- MONT-412,SCC #25
Notes:	,RN-735. TOWER BELONGS TO SBA
Notes:	TOWER ASSESSED ON 170123
Notes:	

**Legal Description**

Legal Description 1	BRUSH MTN
Legal Description 2	TRACT 1
Tax District Code/Description	MMT/MOUNT TABOR
Deeded Acres	11.884
Deed Book	2020
Page	001639

**Sales**

Sale Date	Sale Price	Grantee	Grantor	Book	Page
29-FEB-2020	\$170,000	M & M TIRE HOLDING LLC	GRUVER VICKI JEAN ETAL	2020	001639
26-JUL-2012		GRUVER VICKI JEAN ETAL		2012	009178
26-JUL-2012		GRUVER VICKI JEAN ETAL		2012	009178

**Sale Details**

1 of 3

Sale Date	29-FEB-2020
Sale Key	125176
Sale Price	\$170,000.00
Grantee	M & M TIRE HOLDING LLC
Grantor	GRUVER VICKI JEAN ETAL
Book	2020
Page	001639
Sale Type	VACANT
Sale Source	D-DEED BARGIN SALE
Sale Validity	12-INVOLVED ADDITIONAL PARCELS

**Assessed Values**

Assessed Land	\$109,700
Assessed Buildings	\$0
Total Assessed Value	\$109,700
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026  
Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2023 is 70 cents per \$100.



Sorry, no sketch available  
for this record

Item	Area
<hr/>	

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 18<sup>th</sup> 2023, between M&M Tire Holdings, LLC by and through Matthew McCoy owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and \_\_\_\_\_

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

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

**Offering #1:** Tax ID 014-A 2A, PB 2012009178, 35 Acres  
4262 Pandapas Pond Road, Blacksburg, VA

**Offering #2:** Tax ID 014-A 2D, PB 2012009178, 11.884 Acres  
4180 Pandapas Pond Road, Blacksburg, VA

AND

Tax ID 014-A 4A, PB 2021009178, 40.62 Acres  
Off of Pandapas Pond Road, Blacksburg, VA

**Address: Offering #1: 4262 Pandapas Pond Rd., Blacksburg, VA 24060**

**Offering #2: 4180 Pandapas Pond Rd., Blacksburg, VA 24060**

- 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 tract (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 November 17<sup>th</sup> 2023 ("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

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

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

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

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

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

Seller's Initials \_\_\_\_\_

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

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

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

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

NOTICE

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

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

(e) **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,

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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.

(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.

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(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.

(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.

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Purchaser's Initials \_\_\_\_\_

(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 \_\_\_\_\_

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

\_\_\_\_\_  
M&M Tire Holdings, LLC by and through Matthew McCoy 10/18/2023

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) 10/18/2023

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) 10/18/2023

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

*Return to:*

REPUBLIC COMMERCIAL TITLE AGENCY, LLC  
6111 PEACHTREE DUNWOODY ROAD, N.E.  
BUILDING D  
ATLANTA, GA 30328

*2010540402*

Prepared by ~~and Return~~ to:  
SBA Network Services, Inc.  
Attn: Maritza Latoni  
5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487  
561.226-9310

[Recorder's Use Above This Line]

STATE OF VIRGINIA

COUNTY OF

Tax ID Number: *014-A-2A*  
Parcel # *015133*

**EASEMENT AGREEMENT**

By and between Haven Price, Executor of the Estate of Lawrence R. Price, Jr. ("Grantor") with an address of 150 Laurel Ridge Lane, Calloway, Virginia 204067

and

TCO Land LLC ("Grantee") with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487.

By initialing below, the Grantor does hereby acknowledge that the Grantor has received, reviewed and approved this Easement Agreement in which the Easement described herein is granted from Grantor to Grantee.

Grantor initial(s) here: *HP*

**EASEMENT AGREEMENT**

This Easement Agreement (“Agreement”) dated as of June 4, 2010, by and between Lawrence R. Price, Jr. with an address of 1107 North Main Street, Blacksburg, VA 24060, (“Grantor”) and TCO Land LLC, a Delaware limited liability company, with an address of 5900 Broken Sound Parkway NW, Boca Raton, FL 33487, (“Grantee”).

**BACKGROUND**

Grantor is the owner of the real property described on **Exhibit ‘A’** attached hereto (the “Premises”). Grantor desires to grant to Grantee certain easement rights with respect to the Premises, as more particularly described below, and subject to the terms and conditions of this Agreement.

**AGREEMENTS**

For and in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Grant of Easements.** Grantor, for itself and its heirs, personal representatives, successors and assigns, hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns: (i) a perpetual, exclusive easement (the “Exclusive Easement”) in and to that portion of the Premises more particularly described on **Exhibit ‘B’** hereto; and (ii) a perpetual, non-exclusive easement in and to that portion of the Premises more particularly described on **Exhibit ‘C’** hereto (the “Access and Utility Easement”) (the Exclusive Easement and the Access and Utility Easement being collectively referred to herein as the “Easements”). The Easements shall be used for the purposes set forth in Section 6 hereof.

2. **Private Easement.** Nothing in this Agreement shall be deemed to be a dedication of any area for public use. All rights, easements, and interests herein created are private and do not constitute a grant for public use or benefit.

3. **Successors Bound.** This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective heirs, personal representatives, lessees, successors and assigns. It is the intention of the parties hereto that all of the various rights, obligations, restrictions, and easements created in this Agreement shall run with the affected lands and shall inure to the benefit of and be binding upon all future owners and lessees of the affected lands and all persons claiming under them.

4. **Duration.** The duration of the Easements granted herein (the “Term”) shall be perpetual, unless Grantee provides written, recordable notice of its intent to terminate this Agreement, in which event this Agreement and all obligations of Grantee hereunder shall terminate upon Grantee’s recordation of any such notice. In the event that the use of the Easements is abandoned by Grantee, or its successors, then Grantor, or its successors, may terminate the Easements by providing legally sufficient evidence of such abandonment, and

terminate the Easements by providing legally sufficient evidence of such abandonment, and following such termination all right and title to the land constituting the Easements shall revert back to Grantor. Abandonment shall be deemed to have occurred if neither Grantee nor any of its affiliates, customers, tenants, subtenants, employees or agents utilize (such use shall be construed broadly to include, but not be limited to, use of the tower for the broadcast and receipt of telecommunications signals, maintenance of the tower or the equipment located on the Exclusive Easement, or maintenance and/or upkeep of the Easements) the tower site or facilities in any manner for a consecutive period of two (2) years, and, following the expiration of such 2 year period, do not respond within forty-five (45) days of Grantor's written notice to Grantee, which notice shall assert that non-response will result in termination of the Easements.

5. Easement Consideration. Grantor hereby acknowledges the receipt, contemporaneous with the execution hereof, of all consideration due hereunder. Accordingly, no additional consideration shall be due during the Term of this Agreement.

6. Use of Easement Areas.

(a) Exclusive Easement. Grantee and its designated customers, lessees, sublessees, licensees, agents, successors and assigns shall have the unrestricted right to use the Exclusive Easement for installing, constructing, maintaining, operating, modifying, repairing and replacing improvements and equipment, which may be located on the Exclusive Easement from time to time, for the facilitation of communications related uses in connection therewith and other uses as deemed appropriate by Grantee, in its sole discretion. Grantee may make any improvements, alterations or modifications on or to the Exclusive Easement as are deemed appropriate by Grantee, in its sole discretion. At all times during the term of this Agreement, Grantee shall have the exclusive right to use, and shall have free access to, the Exclusive Easement seven (7) days a week, twenty-four (24) hours a day. Grantee shall have the unrestricted and exclusive right to lease, sublease, license, or sublicense any structure or equipment on the Exclusive Easement and shall also have the right to license, lease or sublease to third parties any portion of the Exclusive Easement, but no such lease, sublease or license shall relieve or release Grantee from its obligations under this Agreement. Grantor shall not have the right to use the Exclusive Easement for any reason and shall not disturb Grantee's right to use the Exclusive Easement in any manner. Grantor and Grantee acknowledge that Grantee shall have the right to construct a fence around all or part of the Exclusive Easement, and shall have the right to prohibit anyone, including Grantor, from entry into such Exclusive Easement.

(b) Access and Utility Easement. The Access and Utility Easement shall be used by Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns for ingress and egress from and to the Exclusive Easement, as well as the construction, installation, operation and maintenance of overhead and underground electric, water, gas, sewer, telephone, data transmission and other utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) with the right to construct, reconstruct, improve, add to, enlarge, change and remove such facilities, and to connect the same to utility lines located in a publicly dedicated right of way. Grantor shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantee or its tenants, lessees, sublessees, licensees, agents, successors and assigns and Grantor shall not utilize the Access and Utility Easement in any manner that

interferes with Grantee's or its tenants', lessees', sublessees', licensees', agents', successors' and assigns' use of such area. If the Access and Utility Easement is currently used by Grantor or its tenants, then Grantee shall not in any manner prevent access to, and use of, the Access and Utility Easement by Grantor or its tenants. Grantor may, at any time in the future and at its sole cost and expense, relocate the access easement herein granted and construct a comparable or better roadway to the Premises for the benefit of Grantee, its successors, lessees, contractors, invitees, agents and assigns. Any such relocation shall not terminate the rights of Grantee in the Easement Area to construct and maintain underground utilities necessary to supply herein. At no time during any such contemplated relocation, shall Grantee's access and utility rights to the Premises prescribed herein be interrupted nor shall such relocation unreasonable interfere with Grantees' use of the Premises.

7. Equipment and Fixtures. Grantee's equipment, structures, fixtures and other personal property now or in the future on the Easements shall not be deemed to be part of the Premises, but shall remain the property of Grantee or its licensees and customers. At any time during the Term and within 90 days after termination hereof, Grantee or its customers shall have the right to remove their equipment, structures, fixtures and other personal property from the Easements.

8. Assignment. Grantee may freely assign this Agreement, including the Exclusive Easement and the Access and Utility Easement and the rights granted herein, in whole or in part, to any person or entity (including but not limited to an affiliate of Grantee) at any time without the prior written consent of Grantor. If any such assignee agrees to assume all of the obligations of Grantee under this Agreement, then Grantee will be relieved of all responsibility hereunder.

9. Covenants and Agreements.

(a) Grantor represents and warrants that it is the owner in fee simple of the Premises, and that it alone has full right to grant the Easements and assign the Lease (as such term is defined in Section 25 hereof). Grantor further represents and warrants that Grantee shall peaceably and quietly hold and enjoy the Easements for the Term. The parties acknowledge there is an existing lien with the National Bank of Blacksburg affecting the Premises.

(b) During the Term, Grantor shall pay when due all real property taxes and all other fees and assessments attributable to the Premises. Grantee hereby agrees to pay any increase in real property taxes levied against the Premises which are directly attributable to Grantee's use of the Easements (but not, however, taxes attributable to periods prior to the date of this Agreement such as roll-back or greenbelt assessments) if Grantor furnishes proof of such tax increase to Grantee. If Grantor fails to pay when due any taxes affecting the Premises, Grantee shall have the right but not the obligation to pay such taxes and demand payment therefore from Grantor, which payment Grantor shall make within ten (10) days of such demand by Grantee. If Grantee fails to pay taxes due hereunder, Grantor shall have the right but not the obligation to pay such taxes and demand payment therefore from the Grantee, which payment Grantee shall make within ten (10) days of such demand by Grantor. Taxes and other charges payable under this Agreement shall be billed by Grantor within two (2) years from the end of the calendar year in which the charges were incurred; any charges beyond such period shall not be

billed by Grantor, and shall not be payable by Grantee. The provisions of the foregoing sentence shall survive the termination or expiration of this Agreement.

(c) If it is determined by Grantee that the transfer of the Easements set forth herein requires or shall require the subdivision of the Premises, and if Grantee, in its sole judgment, determines that it desires to seek subdivision approval, then Grantor agrees to cooperate with Grantee, at Grantee's expense, in obtaining all necessary approvals for such subdivision.

(d) Grantor shall not grant, create, or suffer any claim, lien, encumbrance, easement, restriction or other charge or exception to title to the Premises that would adversely affect Grantee's use of the Easements. Grantor has granted no outstanding options to purchase or rights of first refusal with respect to all or any part of the Easements and has entered into no outstanding contracts with others for the sale, mortgage, pledge, hypothecation, assignment, lease or other transfer of all or any part of the Easements and there are no leases, written or oral, affecting the lands underlying the Easements except for the Lease.

(e) Grantor has and will comply with all environmental, health and safety laws with respect to the Premises. Grantee has and will comply with all environmental, health and safety laws arising from its use of the Premises.

(f) Grantor has not received notice of condemnation of all or any part of the Premises, notice of any assessment for public improvements, or notices with respect to any zoning ordinance or other law, order, regulation or requirement relating to the use or ownership of such lands and there exists no violation of any such governmental law, order, regulation or requirement and there is no litigation pending or threatened, which in any manner affects the Easements.

(g) Grantor reaffirms and restates the representations contained in the Lease (as defined in Section 25) as though they were set forth in this Agreement. The representations and warranties made hereunder shall survive the Closing. Grantor agrees to indemnify, defend and hold harmless Grantee and its officers, directors, shareholders, agents and attorneys for, from, and against all damages asserted against or incurred by any of them by reason of or resulting from a breach by Grantor of any representation, warranty or covenant of Grantor contained herein, in the lease, or in any agreement executed in connection herewith.

10. Non-Disturbance. During the Term, Grantor will not improve or grant any other easement, ground lease, lease, license, sale or other similar interest of or upon the Premises if such improvement or interest would interfere with Grantee's use of the Easements nor shall Grantor during the Term enter into any other lease, license or other agreement for a similar purpose as set forth herein, on the Premises. Grantee and its tenants, lessees, sublessees, licensees, agents, successors, and assigns are currently utilizing the Exclusive Easement for the non-exclusive purpose of transmitting and receiving telecommunication signals. Grantor and Grantee recognize the Grantee's use of the easement rights set forth in this Agreement would be frustrated if the telecommunications signals were blocked, if an obstruction were built that would cause interference with such transmission, if access and/or utilities to and from the Exclusive

Easement were partially and/or completely inhibited, or if Grantee's use was otherwise materially interfered with or prevented. Grantor, for itself, its successors and assigns, hereby agrees to use its best efforts to prevent the occurrence of any of the foregoing, and shall promptly undertake any remedial action necessary to do so. Grantee shall have the express right to seek an injunction to prevent any of the activity prohibited by this Section 10.

11. Access and Utilities. To the extent not otherwise addressed herein, (or to the extent any access and utility easement specifically referenced herein, including but not limited to the Access and Utility Easement or the Exclusive Easement, if applicable, cannot, does not, or will not fully accommodate the access and utility needs of the Exclusive Easement at any time), Grantor hereby grants and conveys unto Grantee, its tenants, lessees, sublessees, licensees, agents, successors and assigns, full, complete, uninterrupted and unconditional access to and from the Exclusive Easement, seven days a week, 24 hours a day, over and across any adjacent property then owned by Grantor, for, without limitation, ingress and egress to and from the Exclusive Easement, as well as the construction, installation, location, maintenance, relocation and repair of overhead and/or underground utility connections, including electric, telephone, gas, water, sewer, and any other utility connection, provided that Grantee shall repair any damages to the Premises caused by such access. This easement, and the rights granted herein, shall be assignable by Grantee to any public or private utility company to further effect this provision. Grantee agrees to maintain all access roadways from the nearest public right of way to the Exclusive Easement in a manner sufficient to allow for pedestrian and vehicular access to the Exclusive Easement at all times.

12. Mortgagees' Continuation Rights and Notice and Cure. Grantor consents to the granting by Grantee of a lien and security interest in Grantee's interest in this Agreement and all of Grantee's property and fixtures attached to the Exclusive Easement described herein, and furthermore consents to the exercise by Grantee's mortgagee ("Grantee's Mortgagee") of its rights of foreclosure with respect to its lien and security interest. Provided that Grantee gives Grantor written notice of any such mortgagee, Grantor agrees to recognize Grantee's Mortgagee as Grantee hereunder upon any such exercise by Grantee's mortgagee of its rights of foreclosure. Grantor hereby agrees to give Grantee and Grantee's Mortgagee written notice of any breach or default of the terms of this Agreement within thirty (30) days after the occurrence thereof at such address as is specified by Grantee in its notice to Grantor of the existence of such Grantee's Mortgagee. Grantor further agrees that no default under this Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the Agreement shall be deemed to have occurred unless such notice to Grantee's Mortgagee is also given and that, in the event of such breach or default under the terms of this Agreement, Grantee and Grantee's Mortgagee shall have the right for a period of 90 days after receipt of written notice from Grantor to cure or correct any such default, and Grantor agrees to accept such payment or performance on the part of the Grantee's Mortgagee as though the same had been made or performed by the Grantee.

13. Notices. All notices required to be given by any of the provisions of this Agreement, unless otherwise stated, shall be in writing and delivered in person or by a national overnight delivery service (and shall be effective when received, when refused or when the same

cannot be delivered) to the appropriate party at the address set forth below (or at such other address designated in writing pursuant to the terms hereof):

To Grantor: Haven Price, Executor of the Estate of Lawrence R. Price, Jr.  
150 Laurel Ridge Lane  
Calloway, Virginia 24067

To Grantee: TCO Land LLC  
5900 Broken Sound Parkway NW  
Boca Raton, FL 33487  
Attn: Legal Dept.

14. Force Majeure. The time for performance by Grantor or Grantee of any term, provision, or covenant of this Agreement shall be deemed extended by time lost due to delays resulting from strikes, civil riots, floods, labor or supply shortages, material or labor restrictions by governmental authority, litigation, injunctions, and any other cause not within the control of Grantor or Grantee, as the case may be.

15. Recording. This Agreement shall be recorded at either Grantor's or Grantee's option.

16. Miscellaneous. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. This Agreement shall be governed by and construed in accordance with the laws of the state or commonwealth where the Premises are located.

17. Captions and Headings. The captions and headings in this Agreement are for convenience and shall not be held or deemed to define, limit, describe, explain, modify, amplify or add to the interpretation, construction or meaning of any provisions of or the scope or intent of this Agreement.

18. Cumulative Remedies. Except as otherwise expressly provided herein, each and every one of the rights, benefits and remedies provided to Grantor or Grantee by this Agreement, or by any instrument or documents executed pursuant to this Agreement, are cumulative and shall not be exclusive of any other of said rights, remedies and benefits allowed by law or equity to Grantee.

19. Counterparts. This Agreement may be executed in one or more counterparts, and by the different parties hereto in separate counterparts, each of which when executed shall be deemed to be an original but all of which taken together shall constitute one and the same agreement.

20. Severability. If any provision of this Agreement is deemed unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if such provision had been so limited or as if such provision had not been included

herein, as the case may be. Additionally, if any laws, rules or regulations promulgated by any state, county or local jurisdiction, including without limitation those concerning zoning, subdivision or land use, or should any court of competent jurisdiction, make the sale of the Easements herein either void or voidable, Grantor agrees that upon the written request of Grantee, the grant of the Easements shall convert to a ground lease between Grantor, as lessor, and Grantee, as lessee, (with the Exclusive Easement area being the leased premises therein, and the Access and Utility Easement area remaining a non-exclusive easement for access and utility purposes) for uses consistent with those set forth in Section 6 hereof, and containing other terms and conditions acceptable to both parties; provided that Grantee shall not be required to obtain the consent of Grantor to enter into any sublease or license of any portion of the Exclusive Easement or to permit sublessees or licensees to utilize the Access and Utility Easement; nor shall Grantor be entitled to any additional consideration in connection with such subleases and licenses; and provided that the delivery of the consideration paid by Grantee to Grantor for the Easements at the execution of this Agreement shall constitute the prepayment of rent under such ground lease for an extended term of 99 years, or as long as permitted by applicable law.

21. Attorney's Fees. If there is any legal action or proceeding between Grantor or Grantee arising from or based on this Agreement, the unsuccessful party to such action or proceeding shall pay to the prevailing party all costs and expenses, including reasonable attorney's fees and disbursements incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith. If such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorney's fees and disbursements shall be included in and as a part of such judgment.

22. Entire Understanding and Amendment. This Agreement and the closing documents executed in connection therewith, constitute the entire understanding between the parties with regard to the subject matter hereof and there are no representations, inducements, conditions, or other provisions other than those expressed herein. This Agreement may not be modified, amended, altered or changed in any respect except by written agreement and signed by each of the parties hereto.

23. Zoning. To the extent any improvements, whether now or in the future existing, upon the Exclusive Easement do not meet zoning or other land-use requirements, or to the extent such improvements may otherwise have to be constructed and/or relocated, Grantor hereby consents to the reasonable construction and/or relocation of such improvements to accommodate such requirements and agrees to reasonably cooperate with Grantee to create a revised legal description for the Exclusive Easement and the Access and Utility Easement. Grantor hereby covenants and agrees that neither Grantor nor an affiliate of Grantor shall at anytime file an opposition to a zoning or land use application of Grantee or in any way publicly oppose Grantee at a zoning hearing or other land use proceedings in connection with the Premises and the Easements; and that Grantor shall promptly cooperate with Grantee in making application for obtaining all licenses, permits, and any other necessary approvals that may be required for Grantee's intended use of the Easements.

24. Rule Against Perpetuities. If the rule against perpetuities or any other rule of law would invalidate the Easements or any portion or provision hereof or would limited the time

during which the Easements or any portion or provision hereof shall be effective due to the potential failure of an interest in property created herein to vest within a particular time, then each such interest in property shall be effective only from the date hereof until the passing of twenty (20) years after the death of the last survivor of the members of Congress of the United States of America (including the House of Representatives and the Senate) representing the state in which the Premises is located who are serving on the date hereof, but each such interest in property shall be extinguished after such time, and all other interests in property created herein and all other provisions hereof shall remain valid and effective without modification.

25. Assignment of Ground Lease. The parties hereby recognize and agree that the Premises is currently subject to that certain lease, dated May 7, 2006 originally by and between Grantor and Virginia PCS Alliance, L.C. d/b/a NTELOS, a Virginia limited liability company, and assigned to SBA Towers II LLC, as amended from time to time (collectively, the "Lease"). Grantor hereby acknowledges that there currently exists no default under the Lease and no conditions that, with the passage of time, would constitute defaults under the Lease. Grantor hereby assigns, transfers, sets over and delivers to Grantee, all of its rights, title and interests under the Lease arising or accruing on or after the date of this Agreement and Grantee hereby accepts, assumes and agrees to be bound by all the terms and conditions which are the responsibility of the landlord under the Lease. Grantor hereby releases and forever discharge Grantee from all claims arising under the Lease. Grantor hereby agrees to indemnify and agrees to hold Grantee harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising on or before the date of this Agreement. Grantee hereby agrees to indemnify and agrees to hold Grantor harmless with respect to any demands, claims, actions, causes of action, assessments, expenses, costs, damages, losses, and liabilities (including reasonable attorneys' fees and costs) under the Lease which relate to costs or actions first arising after the date of this Agreement.

26. Further Acts; Attorney-In-Fact. Grantor shall cooperate with Grantee in executing any documents necessary to protect Grantee's rights under this Agreement or Grantee's use of the Easements and to take such action as Grantee may reasonably require to effect the intent of this Agreement. Grantor hereby irrevocably appoints Grantee as Grantor attorney-in-fact coupled with an interest to prepare, execute and deliver land-use and zoning applications that concern the tower or the tower facilities, on behalf of Grantor with federal, state and local governmental authorities.

[The remainder of this page is intentionally left blank. Signatures to follow.]

Handwritten signature in black ink, appearing to be 'JRP'.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the dates written below.

WITNESSES:

GRANTOR:

HAVEN R PRICE  
Print Name:

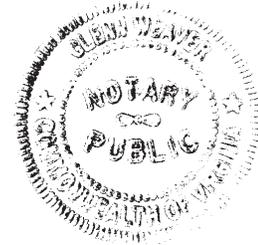
By: [Signature]  
Name: Haven Price, of the Estate of  
Lawrence R. Price, Jr.

\_\_\_\_\_  
Print Name:

State of Virginia  
County of FRANKLIN

The foregoing instrument was acknowledged before me this April 22, 2010 by Haven Price, Executor of the Estate of Lawrence R. Price, Jr., who is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

[Signature]  
Notary Public (SEAL)



[Handwritten mark]

**WITNESSES:**

**BUYER:**

TCO Land LLC, a Delaware limited liability company

Maria Gaiuse  
Print Name: MARIA GAIUSE

By: Thomas P. Hunt  
Name: Thomas P. Hunt  
Title: Senior VP & General Counsel

Dana Stern  
Print Name: Dana Stern

STATE OF FLORIDA }  
COUNTY OF PALM BEACH }

The foregoing instrument was acknowledged before me Jan 4, 2010 by Thomas P. Hunt, the Senior VP & General Counsel of TCO Land LLC, a Delaware limited liability company, on behalf of the company, who is personally known to me.

Maritza Latoni  
Notary Public  
Print Name: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_



EXHIBIT 'A'

Real Property

Commencing at a 3/4" rebar found, said rebar being the southeasterly corner of property owned by Lawrence R. Price (DB 540, PG 772), said rebar also being a common corner to property owned by Casper DeRooy (DB 2004, PG 9164) located in the Northerly right of way line of US Route 460; thence with a tie line N 73° 38' 55" W 738.27' to a 5/8" rebar with cap set, said point being the true point of beginning; thence N 89° 28' 51" W 50.00' to a 5/8" rebar with cap set; thence N 89° 28' 51" W 50.00' to a 5/8" rebar with cap set; thence N 00° 31' 09" E 50.00' to a point; thence S 89° 28' 51" 50.00' to a 5/8" rebar with cap set; thence S 00° 31' 09" W 50.00' to the True Point of Beginning, containing 2,500 sq. ft. (0.06 acres), more or less.

**EXHIBIT 'B'**

Exclusive Easement

Commencing at a 3/4" rebar found, said rebar being the southeasterly corner of property owned by Lawrence R. Price (DB 540, PG 772), said rebar also being a common corner to property owned by Casper DeRooy (DB 2004, PG 9164) located in the Northerly right of way line of US Route 460; thence with a tie line N 73° 38' 55" W 738.27' to a 5/8" rebar with cap set, said point being the true point of beginning; thence N 89° 28' 51" W 50.00' to a 5/8" rebar with cap set; thence N 89° 28' 51" W 50.00' to a 5/8" rebar with cap set; thence N 00° 31' 09" E 50.00' to a point; thence S 89° 28' 51" 50.00' to a 5/8" rebar with cap set; thence S 00° 31' 09" W 50.00' to the True Point of Beginning, containing 2,500 sq. ft. (0.06 acres), more or less.

See attached Exhibit "D"

A handwritten signature in black ink, appearing to be 'HRP', is located in the lower right quadrant of the page.

**EXHIBIT 'C'**

Access and Utility Easement

Access Easement:

Being a 20' wide strip of land 10' each side of centerline located within property owned by Lawrence R. Price (DB 540, PG 772 and DB 429, PG 526) Being more particularly described as follows: Commencing at a 3/4" rebar found, said rebar being the southeasterly corner of said Price Property (DB 540, PG 772), said rebar also being a common corner to property owned by Casper DeRooy (DB 2004, PG 9164) located in the Northerly right of way line of US Route 460; thence with a tie line S 84° 20' 20" W 172.09' to a point in the center of an existing access road; thence through the Price Lands for the following twelve (12) courses: N 16° 49' 47" W 50.68' to a point; thence N 13° 37' 02" W 134.87' to a point; thence N 45° 33' 26" W 34.28' to a point; thence S 88° 23' 34" W 51.82' to a point; thence S 79° 34' 10" W 104.18' to a point; thence S 72° 03' 57" W 62.37' to a point; thence N 83° 20' 26" W 75.35' to a point; thence N 76° 10' 28" W 65.47' to a point; thence N 88° 31' 35" W 93.15' to a point; thence N 89° 28' 06" W 47.23' to a point; thence N 41° 46' 36" W 21.04' to a point; thence N 00° 25' 41" E 18.20' to a point in the Southerly line of a 2,500 sq. ft. Cellular Tower Lease Area, containing 15,172.80 sq. ft. (0.35 acres), more or less.

Total length of access road = 758.64 feet

**UTILITY EASEMENT**

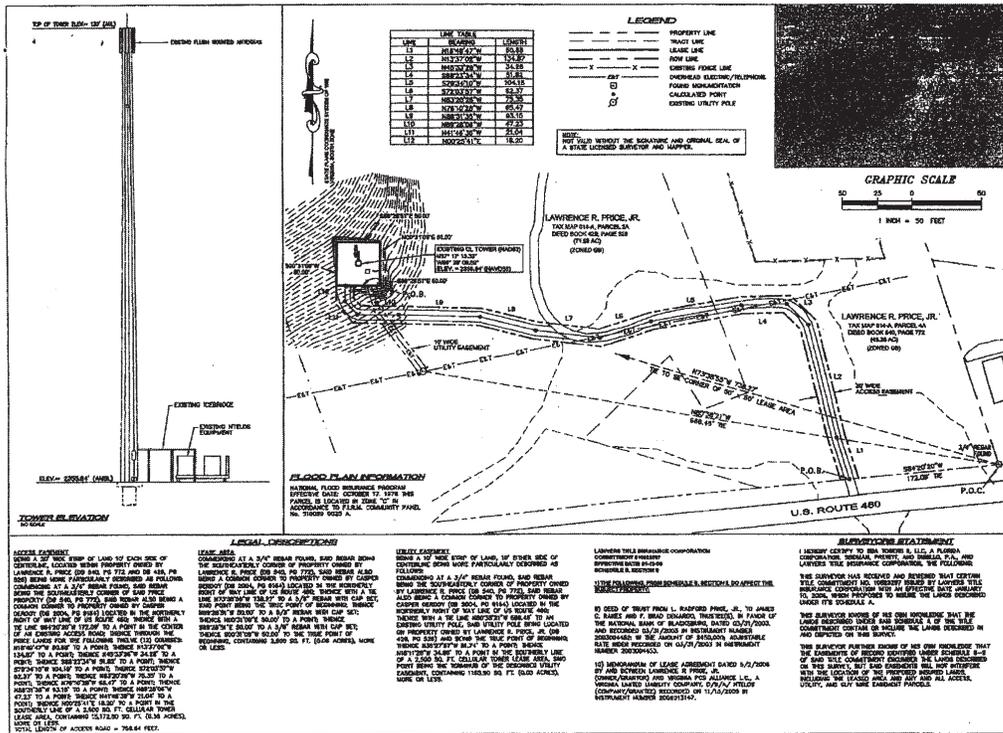
BEING A 10' WIDE STRIP OF LAND, 10' EITHER SIDE OF CENTERLINE BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A 3/4" REBAR FOUND, SAID REBAR BEING THE SOUTHEASTERLY CORNER OF PROPERTY OWNED BY LAWRENCE R. PRICE (DB 540, PG 772), SAID REBAR ALSO BEING A COMMON CORNER TO PROPERTY OWNED BY CASPER DEROOY (DB 2004, PG 9164) LOCATED IN THE NORTHERLY RIGHT OF WAY LINE OF US ROUTE 460; THENCE WITH A TIE LINE N50°35'21"W 688.46' TO AN EXISTING UTILITY POLE, SAID UTILITY POLE BEING LOCATED ON PROPERTY OWNED BY LAWRENCE R. PRICE, JR. (DB 429, PG 526) AND BEING THE TRUE POINT OF BEGINNING; THENCE N38°27'57"W 81.74' TO A POINT; THENCE N16°11'28"W 34.65' TO A POINT IN THE SOUTHERLY LINE OF A 2,500 SQ. FT. CELLULAR TOWER LEASE AREA, SAID POINT BEING THE TERMINUS OF THE DESCRIBED UTILITY EASEMENT, CONTAINING 1163.90 SQ. FT. (0.03 ACRES), MORE OR LESS.

See attached Exhibit "D"

Exhibit "D"  
Survey

*HRP*



**SBA**

**TERRADON**

1000 PROPERTY NO. 89735

DATE: 07/20/2010

SCALE: 1" = 30'

**FOREST RIDGE**

**RN735**

**US ROUTE 460**  
BLACKSBURG, VA 24040

**ASBUILT MAP**

**AS-1**

INSTRUMENT #1005413  
 RECORDED IN THE CLERK'S OFFICE OF  
 MONTGOMERY COUNTY ON  
 JULY 2, 2010 AT 12:10PM  
 ERICA H. WILLIAMS, CLERK  
 RECORDED BY: DSL

*Handwritten signature/initials*