



WOLTZ
& ASSOCIATES
INC.
 BROKERS & AUCTIONEERS

23 FRANKLIN ROAD SW
 ROANOKE, VIRGINIA 24011
 540-342-3560 or 800-551-3588
 Fax: 540-342-3741
 Email: info@woltz.com

AUCTION REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract; if not understood, seek competent advice before signing.)

AGENCY DISCLOSURE: REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY. The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check **either A or B** below.)

- A. _____ The Seller and the Buyer confirm that in connection with the transaction under this Agreement, the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller’s agent.
- B. _____ The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller’s agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer’s agent.

THIS AGREEMENT OF PURCHASE AND SALE (**Agreement**) made and entered into this 22nd day of July 2021, between Elizabeth Simons Anderson (**"Seller"**), _____, (**"Buyer"**), and Woltz & Associates, Inc. (**"Agent"**).

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

REAL PROPERTY: Buyer agrees to buy, and Seller agrees to sell the land, all improvements thereon in the County of Bedford, Virginia, Auction Tract(s) _____ as shown and described on the attached Exhibit A “Survey” dated 1/26/21 by J. Adam Bryant, L.S. Auction Tracts 3, 4 & 5 are subject to the attached Exhibit B “Road Maintenance Agreement” (the **"Property"**). (Complete legal description to be furnished in Deed)

PURCHASE PRICE: The Purchase Price (the “Purchase Price”) of the Property is _____ Dollars (\$ _____) (**"Purchase Price"**).

DEPOSIT: The Buyer has made a deposit of:

_____ Dollars (\$ _____) (**"Deposit"**) by _____ [**Insert Check, Money Order, Note or Other**] in hand paid on the signing of this Agreement, paid by Buyer to Agent; receipt of which is hereby acknowledged. The Deposit shall be placed in Agent’s escrow account until final settlement and may be placed in an interest-bearing account. The Buyer and Seller waive any claim to interest resulting from such Deposit.

THIS IS A CASH AGREEMENT. THERE IS NO CONTINGENCY FOR BUYER TO OBTAIN FINANCING. The residue of the purchase price shall be payable as follows: Cash at Settlement on or before September 10, 2021 (the **"Settlement Date"**). If closing does not occur on or before Settlement Date,

Buyer shall be in default. Seller may, in its sole discretion, permit closing after this date, and, in such case, shall charge the Buyer interest at the rate of 12% per annum of the total purchase price which shall be due and payable at closing.

The Seller agrees to convey the said Property with a Special Warranty Deed, same to be prepared at the expense of the Seller and the cost of Virginia Grantor's tax shall be borne by the Seller. It is agreed that the Property is being conveyed free and clear of all liens but subject to all rights, reservations, covenants, conditions, easements, rights-of-way, and restrictions of record, as the same may lawfully apply to the Property, and to all matters which would be disclosed by a survey and inspection of the Property.

MECHANIC'S LIEN DISCLOSURE: (a) Virginia law (Virginia Code §43-1 et seq.) permits persons performing labor or furnishing materials of the value of \$50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair or improvement of any building or structure permanently annexed to the Property shall have a lien, if perfected, 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 90 days from the last day of the month in which the lienor last performs labor or furnishes materials, and in no event later than 90 days from the time such building or structure is completed or the work thereon is otherwise terminated. **AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) Seller shall deliver to Buyer at settlement an affidavit signed by Seller stating either that: No labor or materials have been furnished to the Property within the statutory period, OR: If labor and materials have been furnished during the statutory period, the costs thereof have been paid.

FAIR HOUSING: The Seller and Buyer acknowledge that in the sale, purchase or exchange of real property, all offers shall be presented and considered without regard to race, color, religion, national origin, sex, elderliness, familial status or handicap as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdiction.

MEGAN'S LAW: Buyer shall exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 23 (19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or www.vsp.state.va.us.

SETTLEMENT EXPENSES/RISK OF LOSS: The expenses of examination of title and recordation shall be borne by the Buyer. All rents, interest, taxes, insurance, and other escrow deposits are to be pro-rated as of settlement. The risk of loss or damage to or destruction of any structure on the premises by any means until the deed of conveyance is delivered is assumed by the Seller.

DEFAULT: If Seller or Buyer defaults under this Agreement, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the commission referenced in this Agreement as if this Agreement had been performed and for any damages and all expense incurred by non-defaulting party and Agent in connection with this transaction and the enforcement of this Agreement, including, without limitation attorneys' fees and costs, if any. Payment of a commission as the result of a transaction relating to the property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any damages and expenses incurred by the non-defaulting party, Agent, or Company in connection with this transaction.

COMMISSION: The Seller agrees to pay cash to the Agent for its services, a commission on the sales price of the Property pursuant to the terms of the Auction Contract.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Agent, arising out of this Agreement, or to collect the Agent's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

POSSESSION: Possession of Property to be given on the date of actual settlement.

AUCTION TERMS AND CONDITIONS: This Property is being sold "AS IS, WHERE IS." Buyer agrees to comply with all auction terms and conditions and announcements made on date of sale and acknowledges receipt of the Real Estate Bidder's Package on day of sale. The Buyer's decision to purchase is based upon Buyer's due diligence rather than upon any information provided by Agent, its agents, and representatives.

Except for the warranty of title in the deed delivered at closing, Seller makes no warranty or representation of any kind, express or implied, as to the condition, quality, or fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for any consequential or punitive damages under this Agreement or with respect to the Property.

COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one of the same original. Documents obtained via facsimile machines or email shall also be considered as originals.

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 any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Buyer agrees to make application, at Buyer's expense, for continuation under land use and to pay any rollback taxes resulting from failure to file or to qualify. Notwithstanding anything herein to the contrary, the provisions of this paragraph shall survive settlement and the delivery of the deed of bargain and sale.

LIKE-KIND EXCHANGE: Seller and Buyer shall have the right, at the option of either or both, to dispose of or purchase the Property through a transaction that is structured to qualify as a like-kind exchange of property within the meaning of Section 1031 of the Internal Revenue Code of 1986. Each party agrees to execute any necessary documents related to the Seller's or Buyer's affecting a qualifying like-kind exchange, provided that the non-exchanging party shall not incur any additional costs due to the exchange of the other party. In no event shall any like-kind exchange contemplated by this provision cause an extension of the date of closing unless agreed to by all parties to this Agreement, including Agent.

PARTIES: This Agreement shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors, and assigns. As used herein, words in the singular include the plural, and the masculine includes the feminine and neuter genders, as appropriate.

CHOICE OF SETTLEMENT AGENT: **Buyer has the right to select a settlement agent to handle the closing of this transaction.** The settlement agent's role in closing your 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 Agreement between the parties. If part of the purchase price is financed, your lender 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. 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, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of Chapter 10 (55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

ADDITIONAL TERMS AND CONDITIONS: _____

APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Virginia.

MISCELLANEOUS: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors-in-title, heirs, personal representatives, successors, and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.

[Signatures on next page]

WITNESS the following signatures and seals.

_____(Seal) _____
Buyer Date

_____(Seal) _____
Buyer Date

SELLER:

_____(Seal) _____
Elizabeth Simons Anderson Date

Deed To: _____ Agent: Woltz & Associates, Inc.
By: _____
Its: Agent

Buyer's Address: _____

Buyer's Phone: _____

Buyer's Email: _____

Buyer's choice of settlement services: _____

Address: _____

Phone: _____

BROKER PARTICIPATION

Participation Firm: _____

Firm Phone No.: _____ Fax No.: _____

Selling Agent: _____

Agent's Phone: _____

Agent's Email: _____

Agent's Signature: _____

THIS SUBDIVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

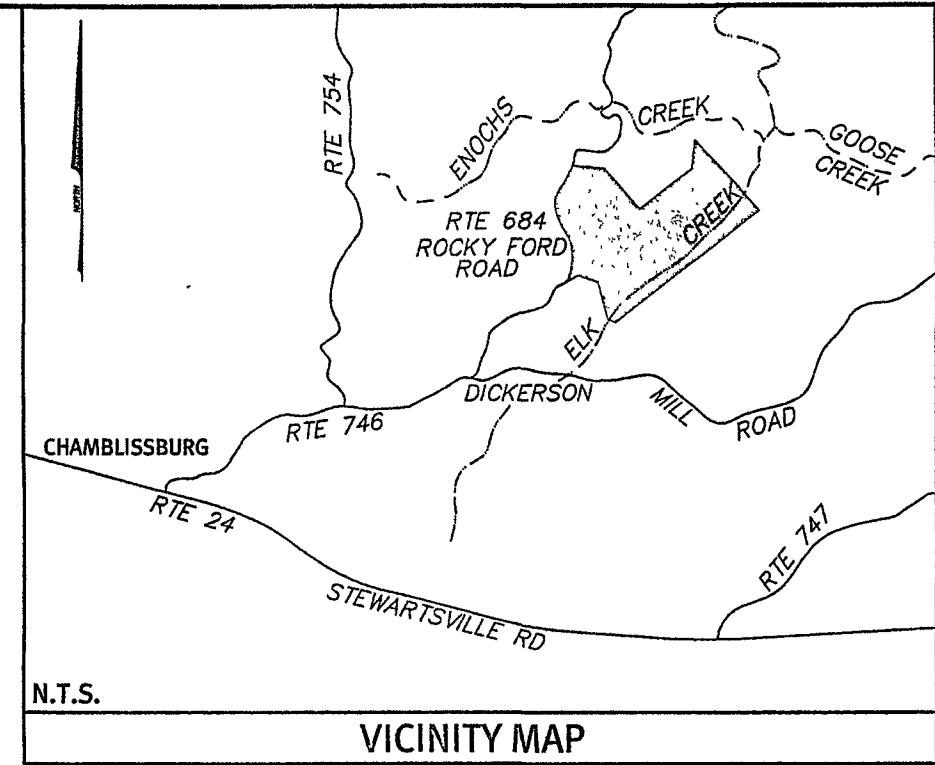
EXHIBIT A

SUBDIVISION APPROVED: _____ DATE 2/23/21
 HEALTH OFFICIAL _____ DATE 2/24/21
 AGENT, BEDFORD COUNTY BOARD OF SUPERVISORS _____ DATE _____

APPROVAL VOID
 IF NOT RECORDED
 BY AUG 24 2021

BEDFORD COUNTY DOES NOT APPROVE OR ENFORCE RESTRICTIVE COVENANTS.

SUBDIVISION AGENT _____ DATE 2/24/21



ENGINEERING & SURVEYING & PLANNING
HURT & PROFFITT
 INCORPORATED
 2524 LANGHORNE ROAD
 LYNCHBURG VA 24501
 800.242.4906 TOLL FREE
 434.847.7796 MAIN
 434.847.5047 FAX

THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LAND AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

Pamela Williams _____ DATE 1-28-21
 OWNER DATE

OWNER _____ DATE _____

COMMONWEALTH AT LARGE TO WIT:
 STATE OF VIRGINIA

COUNTY/CITY OF Roanoke

I, Whitney Mills Jennings, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNERS/REPRESENTATIVES WHOSE NAMES ARE SIGNED HEREON HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS 28th DAY OF JAN 2021.
 MY COMMISSION EXPIRES: 12/31/24

Whitney Mills Jennings
 NOTARY PUBLIC



THE SUBDIVISION OF THE LAND DESCRIBED HEREIN IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS, AND TRUSTEES. THE OWNERS CERTIFY THAT THEY ARE THE FEE SIMPLE OWNERS OF SAID LAND AND ARE LEGALLY ENTITLED TO SUBDIVIDE THE SAME.

Elizabeth Simons Anderson _____ DATE 2-2-21
 OWNER DATE

OWNER _____ DATE _____

COMMONWEALTH AT LARGE TO WIT:
 STATE OF South Carolina

COUNTY/CITY OF Berkeley

I, Kristy King, A NOTARY PUBLIC IN AND FOR THE STATE AFORESAID, DO HEREBY CERTIFY THAT THE OWNERS/REPRESENTATIVES WHOSE NAMES ARE SIGNED HEREON HAVE ACKNOWLEDGED THE SAME BEFORE ME THIS 2nd DAY OF February 2021.
 MY COMMISSION EXPIRES: 11-15-2027

Kristy King
 NOTARY PUBLIC



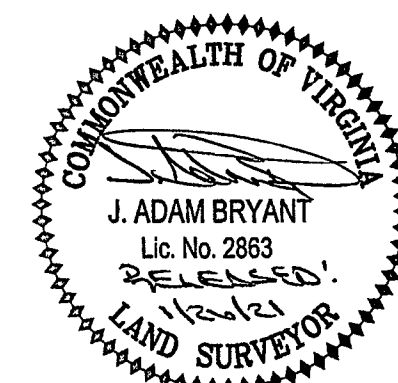
PLAT SHOWING RECONFIGURATION
 PROPERTY OF
PAMELA BELCHER WILLIAMS & ELIZABETH SIMONS ANDERSON
 BLUE RIDGE MAGISTERIAL DISTRICT - BEDFORD COUNTY, VIRGINIA

NOTES:

1. THE ORIGINAL RESEARCH AND BOUNDARY SURVEY OF THE SUBJECT PARCELS WAS COMPLETED BY THE UNDERSIGNED FEBRUARY 10, 2017. THIS PLAT HAS BEEN PREPARED TO RECONFIGURE THE PARCELS AS SHOWN HEREON. NO NEW PARCELS ARE BEING CREATED.
2. THIS PLAT HAS BEEN PREPARED WITH THE BENEFIT OF A TITLE REPORT BY COMMERCIAL TITLE SERVICES, LLC CASE NO.: CTS 16-121 DATED EFFECTIVE SEPTEMBER 12, 2016.
3. A PORTION OF THE AREA SHOWN HEREON IS LOCATED WITHIN FLOOD HAZARD ZONE 'A' FOR A 100 YEAR FLOOD AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AS SHOWN ON COMMUNITY-PANEL MAP #51019C0295D DATED SEPTEMBER 29, 2010. THE APPROXIMATE LIMITS OF FLOOD HAZARD ZONE 'A' ARE SHOWN HEREON BY SCALING FROM THE AFOREMENTIONED MAP.
4. PRIOR TO THE IMPROVEMENT OF ANY LOT IN THE COUNTY, THE DIVISION OF PLANNING SHALL BE CONTACTED CONCERNING, BUT NOT LIMITED TO, THE CURRENT ZONING, BUILDING SETBACK REQUIREMENTS, WATER OR SEWER SYSTEMS, HEALTH DEPARTMENT REQUIREMENTS, EROSION AND SEDIMENT CONTROL REQUIREMENTS, AND PRIVATE STREETS.
5. THESE PARCELS WILL BE SERVED BY PRIVATE WATER AND SEWER SYSTEMS.
6. THESE PARCELS ARE ZONED:
 AP - AGRICULTURAL/PRESERVE DISTRICT.
7. THE MAINTENANCE, OPERATION AND REPAIR OF ANY STORM WATER MANAGEMENT SYSTEM ARE THE PRIVATE RESPONSIBILITY OF THE LANDOWNERS AND SHALL NOT BE A PUBLIC RESPONSIBILITY OF THE PUBLIC UNLESS FORMERLY DEDICATED AND ACCEPTED BY BEDFORD COUNTY.

Plat & Survey-Plat Bk 103 Pg 71

I HEREBY CERTIFY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, THAT ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF BEDFORD COUNTY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN MET AND THAT ALL IRONS HAVE BEEN SET AS SHOWN.
 _____ DATE 2/23/21
 LAND SURVEYOR



PROJECT NO. 20170100
 G.L. NO. _____
 FILE NO. SB-15051
 DATE: 9/6/19
 DRAWN BY: JAB
 CHECKED BY: JAB

HURT & PROFFITT

SHEET NO.
1 OF 2

SOURCE OF TITLE:
 PAMELA BELCHER WILLIAMS
 WILL INSTRUMENT #050000361

ELIZABETH SIMONS ANDERSON
 WILL INSTRUMENT #150000252

OWNER ADDRESS:
 830 HOWBERT AVE SW
 ROANOKE, VA 24015

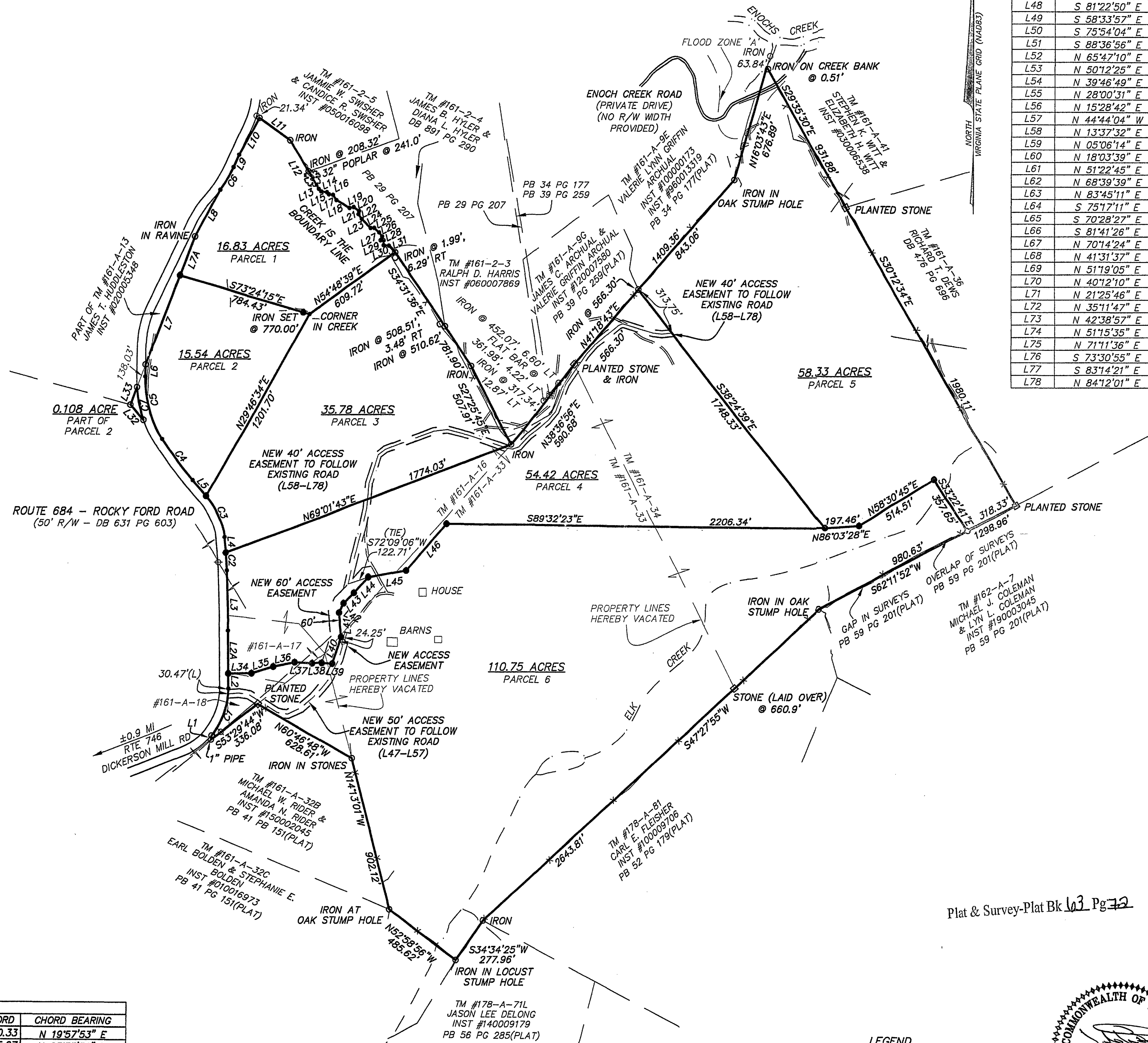
PLATS OF REFERENCE:
 PLAT BY S.S. LYNN DATED JUNE 1935
 RECORDED IN PB 7 PG 233.
 PLAT BY S.S. LYNN DATED JANUARY 1946
 RECORDED IN PB 3 PG 147.
 PLAT BY S.S. LYNN DATED APRIL 1939
 RECORDED IN PB 1 PG 73.

EXHIBIT A

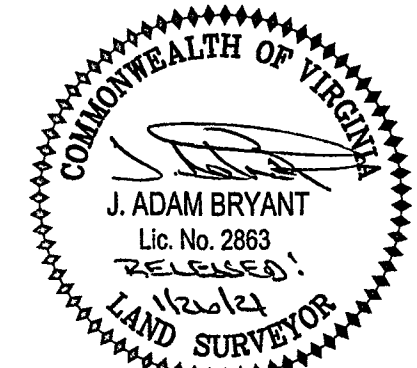
LINE	BEARING	LENGTH
L1	N 08°59'44" E	24.14
L2	N 00°32'53" W	84.76
L2A	N 00°32'53" W	244.37
L3	N 01°02'06" W	342.39
L4	N 06°04'54" W	92.66
L5	N 40°56'33" W	121.98
L6	N 01°24'42" E	68.13
L7	N 21°25'44" E	547.84
L7A	N 21°25'44" E	236.65
L8	N 28°42'56" E	305.56
L9	N 25°08'07" E	76.78
L10	N 28°42'56" E	243.72
L11	S 54°17'04" E	221.00
L12	S 30°32'04" E	326.69
L13	S 44°25'32" E	19.99
L14	S 83°13'31" E	32.96
L15	S 44°06'38" E	16.50
L16	S 81°35'24" E	24.50
L17	S 32°43'57" E	36.55
L18	S 59°55'07" E	88.17
L19	N 80°11'22" E	24.59
L20	S 55°21'40" E	38.04
L21	S 11°38'13" W	18.76
L22	S 32°47'12" E	35.09
L23	S 44°18'53" E	73.45
L24	N 88°34'01" E	20.89
L25	S 47°27'51" E	39.20
L26	S 36°00'08" E	29.91
L27	S 25°15'48" W	23.10
L28	S 88°05'01" E	18.68
L29	S 00°07'51" W	27.50
L30	S 84°18'32" E	30.45
L31	S 43°47'04" E	52.69
L32	N 41°50'26" W	115.86
L33	N 21°25'44" E	106.98
L34	N 89°00'32" E	133.84
L35	N 73°54'43" E	132.18
L36	N 79°06'03" E	128.06
L37	S 86°51'12" E	101.26
L38	N 85°35'42" E	55.47
L39	S 86°37'50" E	61.04
L40	N 18°37'10" E	158.74
L41	N 05°13'21" W	138.28
L42	N 26°16'34" E	58.85
L43	N 45°03'43" E	84.82
L44	N 42°52'45" E	122.29
L45	N 80°15'24" E	222.91
L46	N 40°13'32" E	360.60

CURVE	DELTA	LENGTH	RADIUS	CHORD	CHORD BEARING
C1	41°01'33"	286.41	400.00	280.33	N 19°57'53" E
C2	5°02'48"	105.70	1200.00	105.67	N 03°33'30" W
C3	34°51'38"	269.54	443.00	265.40	N 23°30'44" W
C4	8°30'14"	296.84	2000.00	296.57	N 36°41'26" W
C5	33°51'01"	378.11	640.00	372.64	N 15°30'48" W
C6	10°43'25"	154.41	825.00	154.18	N 30°29'50" E
C7	15°48'32"	190.38	690.00	189.78	S 11°36'42" E

LINE	BEARING	LENGTH
L47	N 85°53'15" E	61.88
L48	S 81°22'50" E	60.12
L49	S 58°33'57" E	189.61
L50	S 75°54'04" E	37.58
L51	S 88°36'56" E	29.21
L52	N 65°47'10" E	79.67
L53	N 50°12'25" E	102.05
L54	N 39°46'49" E	125.73
L55	N 28°00'31" E	129.96
L56	N 15°28'42" E	89.79
L57	N 44°44'04" W	25.85
L58	N 13°37'32" E	454.34
L59	N 05°06'14" E	152.68
L60	N 18°03'39" E	167.01
L61	N 51°22'45" E	53.71
L62	N 68°39'39" E	302.65
L63	N 83°45'11" E	80.60
L64	S 75°17'11" E	124.37
L65	S 70°28'27" E	235.20
L66	S 81°41'26" E	37.99
L67	N 70°14'24" E	38.29
L68	N 41°31'37" E	90.61
L69	N 51°19'05" E	141.73
L70	N 40°12'10" E	67.67
L71	N 21°25'46" E	169.14
L72	N 35°11'47" E	200.98
L73	N 42°38'57" E	81.33
L74	N 51°15'35" E	174.88
L75	N 71°11'36" E	24.76
L76	S 73°30'55" E	185.29
L77	S 83°14'21" E	47.77
L78	N 84°12'01" E	60.59



LEGEND
 ● IRON FOUND
 ● REBAR SET
 ○ UTILITY POLE
 --- CREEK
 - - - FENCE
 --- OVERHEAD UTILITY



Plat & Survey-Plat Bk 63 Pg 72

HURT & PROFFITT
 ENGINEERING SURVEYING PLANNING
 INCORPORATED
 2524 LANGHORNE ROAD
 LYNCHBURG VA 24501
 800.242.4906 TOLL FREE
 434.847.7796 MAIN
 434.847.0047 FAX

PLAT SHOWING RECONFIGURATION
 PROPERTY OF
PAMELA BELCHER WILLIAMS & ELIZABETH SIMONS ANDERSON
 BLUE RIDGE MAGISTERIAL DISTRICT - BEDFORD COUNTY, VIRGINIA

PROJECT NO. 20170100
 G.L. NO.
 FILE NO. SB-15051
 DATE: 9/6/19
 DRAWN BY: JAB
 CHECKED BY: JAB

HURT & PROFFITT
 SHEET NO.
2 OF 2

EXHIBIT B

Prepared by and return to:

Michael S. Whitlow (VSB #38320)
Whitlow & Youell, PLC
28A Kirk Avenue
Roanoke, VA 24011

ROAD MAINTENANCE AGREEMENT

Tax Map Nos.: 161-A-16; 161-A-17; 161-A-18; 161-A-33; 161-A-34

THIS ROAD MAINTENANCE AGREEMENT (the "Agreement") is made and entered into this 5th day of May, 2021, by and between **PAMELA B. WILLIAMS**, Grantor and Grantee, party of the first part ("Williams"), and **ELIZABETH S. ANDERSON**, Grantor and Grantee, party of the second part ("Anderson").

WHEREAS, the parties are the current owners of adjoining parcels served by a "New 50' ACCESS EASEMENT TO FOLLOW EXISTING ROAD (L47-L57)" (the "Road") running from Rocky Ford Road to a point on L40, including the 22.36 linear feet from the existing road to Parcel 4, as shown on that certain Plat Showing Reconfiguration Property of Pamela Belcher Williams & Elizabeth Simons Anderson, dated September 6, 2019 prepared by Hurt & Proffitt, approved February 23, 2021, and recorded in the Clerk's Office of the Circuit Court for the County of Bedford in Plat Book 63, Page 71 (the "Plat"); and,

WHEREAS, Williams is the owner of Parcel 6 as shown on the Plat, containing 110.75 +/- acres (the "Williams Parcel") served by the Road; and,

WHEREAS, Anderson is the owner of Parcels 1, 2, 3, 4 and 5 as shown on the Plat, containing 180.9 +/- acres (the "Anderson Parcels") of which Parcels 3, 4 and 5 are served by the Road; and,

WHEREAS, the Road is located on the Williams Parcel as shown on the Plat.

WHEREAS, the parties desire to enter into Agreement in order to provide for the maintenance, repair, and upkeep of the Road.

NOW, THEREFORE, in consideration of the premises and mutual covenants provided herein, the parties agree as follows:

1. The parties hereby agree on behalf of themselves, their heirs, personal representatives, successors, and assigns, to maintain the Road and to perform repairs so as to maintain the Road in good and safe condition in accordance with standards set forth below.
2. The parties hereby agree to share in the cost of such maintenance and repair pro rata based on the number of Parcels served by the Road owned by each with Williams being responsible for 25% and Anderson being responsible for 75% of such costs.

3. However, in the event a party, its agent or business or professional invitee causes damage to the Road, other than ordinary wear and tear, said party shall be required to repair such damage and bear the cost thereof exclusively.

4. In the event of further subdivision of the above-listed parcels, each of the resulting lots so created shall have an easement or right of use of the Road and shall share in the cost and maintenance and repair with all of the other lots on a pro rata basis by number of lots owned. The purchasers of lots in Parcel 6 shall share pro rata in the 25% share of Williams and the purchasers of lots in Parcel 3, 4 and 5 shall share pro rata in the 75% share of Anderson.

5. The terms "maintenance" and "repair" shall include, but not be limited to, repairing the Road surface, adding stone, clearing obstructions, grading or scraping the Road as necessary, cleaning or recutting ditches as necessary, trimming brush along the Road, removing snow, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the Road in a condition that will allow for reasonable and safe access of standard passenger vehicles.

6. The owners of the real property served by the Road shall contribute a total of \$1,000 to a fund for the maintenance and repair of the Road as set forth herein. Each owner shall contribute in the proportions set forth in Section 4 of this Agreement.

7. There shall be no obligation on the parties to upgrade the Road to a superior condition than exists on the date hereof unless all of the parties obligated hereunder to maintain the Road agree to such upgrade in writing; provided, however, that any party shall have the right to upgrade the Road to a superior condition at such party's sole expense.

8. Each party hereby grants to the other parties hereto a reasonable temporary construction easement across each parcel owned by such party for the purpose of maintaining, repairing, or upgrading the Road, as provided for in this Agreement. In the event that a party subject to this Agreement sells property subject thereto, such selling party shall have no liability for any future amounts due and owing under this Agreement after the date of any such sale.

9. If the right to use a portion of the Road for the benefit of a party's lot is forever abandoned in writing by such party, that party shall not be required to share in the cost of maintenance and repair of the Road. In order to abandon such right of use, a party shall personally deliver or mail by certified mail to all of the then record parcel owners having rights of use of the Road, at each owner's last known address, a written declaration of abandonment, and shall record such declaration in the Clerk's Office of the Circuit Court of Bedford County (the "Clerk's Office").

10. There shall be a continuing lien upon each parcel having the right to use the Road to secure the payment of charges herein provided for the Road maintenance and repairs, but such liens shall at all times be subject to any deeds of trust placed on the parcel until notice of such lien shall have been recorded. If the pro rata share of the cost of maintenance or repairs due hereunder is not paid by the owner of a parcel when due, a notice of such nonpayment may be

recorded by the parties or by the person or corporation providing such maintenance or repairs in the Clerk's Office, and from the time of such recordation, the amount stated in such notice, together with interest, costs, and reasonable attorney's fees, shall become a lien prior to any deeds of trust recorded subsequently to the recording of such notice.

11. The covenants set forth in this Agreement shall run with the land described above and owned by the parties hereto and shall be binding on the heirs, personal representatives, successors, and assigns of the parties hereto.

12. This Agreement contains the entire agreement between the parties hereto and shall be construed and interpreted according to the laws of the Commonwealth of Virginia.

13. Any legal action brought or related to any controversy or dispute arising out of or in connection with this Agreement, shall be brought only in the Circuit Court for the County of Bedford, Virginia. All parties to this Agreement consent to the jurisdiction of such court, notwithstanding their place of residence or citizenship as of the date of such legal action. If any party brings a legal proceeding to enforce any term of this Agreement then the prevailing party shall be entitled to an award of reasonable attorneys' fees, costs and expenses associated with such claim and proceeding.

14. The Road is not dedicated to public use. It will not be maintained by Bedford County authorities or by the Virginia Highway and Transportation Department.

IN WITNESS WHEREOF, the parties hereto affix their signatures and seals below on the date first above written.

Pamela B. Williams (Seal)
Pamela B. Williams

STATE OF Virginia

CITY ~~COUNTY~~ OF Roanoke

The foregoing instrument was acknowledged before me this 21st day of May, 2021, by Pamela B. Williams.

Whitney Mills Jennings
Notary Public

Registration Number: 7508674
My Commission Expires: 12/31/24

[Affix Notary Seal]

Additional Signature Follows



Elizabeth S. Anderson (Seal)
Elizabeth S. Anderson

STATE OF South Carolina

CITY /COUNTY OF Summerville, Berkeley

The foregoing instrument was acknowledged before me this 26 day of May,
2021, by Elizabeth S. Anderson.

Christy King
Notary Public

Registration Number: _____
My Commission Expires: 11-15-2027

[Affix Notary Seal]



End of Road Maintenance Agreement