

AUCTION & REAL ESTATE INFORMATION

10568 Bottom Creek Rd. | Bent Mountain, Virginia 24059

±95.99 ACRES & IMPROVEMENTS – ROANOKE COUNTY, VA

Online auction of approximately 95.99 acres in the Bent Mountain community of Roanoke County. A new survey dated September 17, 2026 shows 95.9925 acres total. The property includes an older rural homesite, wooded and open land, creek/branch features, and recorded access by Plantation Road.

Auction Date	Wednesday, October 28, 2026 at 4:00 PM (EST)
Buyer's Premium	10% added to the high bid
Deposit Amount	\$10,000 non-refundable earnest money deposit due within 48 hours
Closing Date	On or before Monday, December 14, 2026

PROPERTY INFORMATION

Property	±95.99 acres & improvements Parcel ID 110.00-01-46.00-0000
Address	10568 Bottom Creek Rd., Bent Mountain, VA 24059
Zoning / Use	County-AG3 Agricultural/Rural Preserve
Survey / Access	95.9925 AC survey 20' R/W via Plantation Road 50' pipeline easement

PROPERTY / SURVEY NOTES

- New survey: 95.9925 acres total (95.829 acres + 0.1635 acre); Job #5479 by Quesenberry Surveying, dated September 17, 2026. Refer to survey for exact boundaries.
- Roanoke County records describe a rural homesite built about 1880 with approximately 1,418 finished sq. ft. (908 sq. ft. base + 510 sq. ft. upper story), 1 BR and no full or half baths listed.
- County record lists a 2-story structure with wood-on-sheathing exterior, corrugated sheet-metal roof, continuous footing, pine floors, no central A/C and no heating system/fuel listed; 132 sq. ft. unfinished enclosed porch is also shown.
- Survey depicts Bottom Creek, Mill Creek, branches, a head spring, old well house, gravel drive and other site features. Aerial mapping shows a mix of wooded and open acreage.
- Access is by private Plantation Road, a 20' right-of-way off Bottom Creek Road. A permanent 50' Mountain Valley Pipeline easement crosses the property. Refer to the bidder packet, survey and easement agreement for details.

AUCTION TERMS – KEY POINTS

- Online-only seller confirmation auction; all bids are subject to Seller approval/reserve. Bidding closes Wednesday, October 28, 2026 at 4:00 PM (EST).
- Soft Close: a bid received within the final 2 minutes extends bidding 2 minutes; each bid during an extension restarts the 2-minute period.
- 10% buyer's premium is added to the high bid. \$10,000 non-refundable earnest money deposit is due within 48 hours following the close of auction.
- No financing contingency. Seller will convey by general warranty deed. Closing is on or before December 14, 2026; possession is given at closing after payment in full and transfer of title.
- Property is sold As-Is, Where-Is and is subject to easements of record. Seller will not provide an additional survey; any buyer-requested survey is at buyer expense and is not a contingency. Property is subject to sale prior to auction.

PREVIEW / CONTACT

- 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 bidders. Schedule an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.

DISCLAIMER

All information is taken from the bidder packet, new survey and public records included therein and is believed to be accurate but is not guaranteed. Buyers should verify all information, measurements, permitted uses, access, easements, utilities, improvements and property boundaries to their satisfaction prior to bidding.



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 – FCHB Inc.

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

AUCTION DATE – Wednesday, October 28th, 2026 at 4 PM

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

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

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

OFFERING –

Legally described as:

+/- 95.99 AC; Parcel ID: 110.00-01-46.00-0000; BENT MT; Deed Book 202604995; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Job #5479

Address: 10568 Bottom Creek RD., Bent Mountain, VA 24059

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, October 28th, 2026 at 4 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. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 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. 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 **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to Attorney/Title Company of Purchaser's Choice no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, December 14th, 2026**. 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.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Virginia auction code: 18 VAC 25-21-120 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to BlueRidgeLandandAuction@gmail.com. If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all 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 Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.
- 21) **Pipeline Easement:** There is a 50’ pipeline easement runs through the property pursuant to an agreement with Mountain Valley Pipeline, LLC. Please refer to the Pipeline Easement Agreement included in the Bidder Packet for full details and maps.
- 22) **Access:** Property is accessed by Private Drive, Plantation Road. It is a 20' Right of Way off Bottom Creek Road. Refer to Bidder Packet for full details and maps.

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

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414
Alabama Auctioneer License #	5700

Firm State License #'s

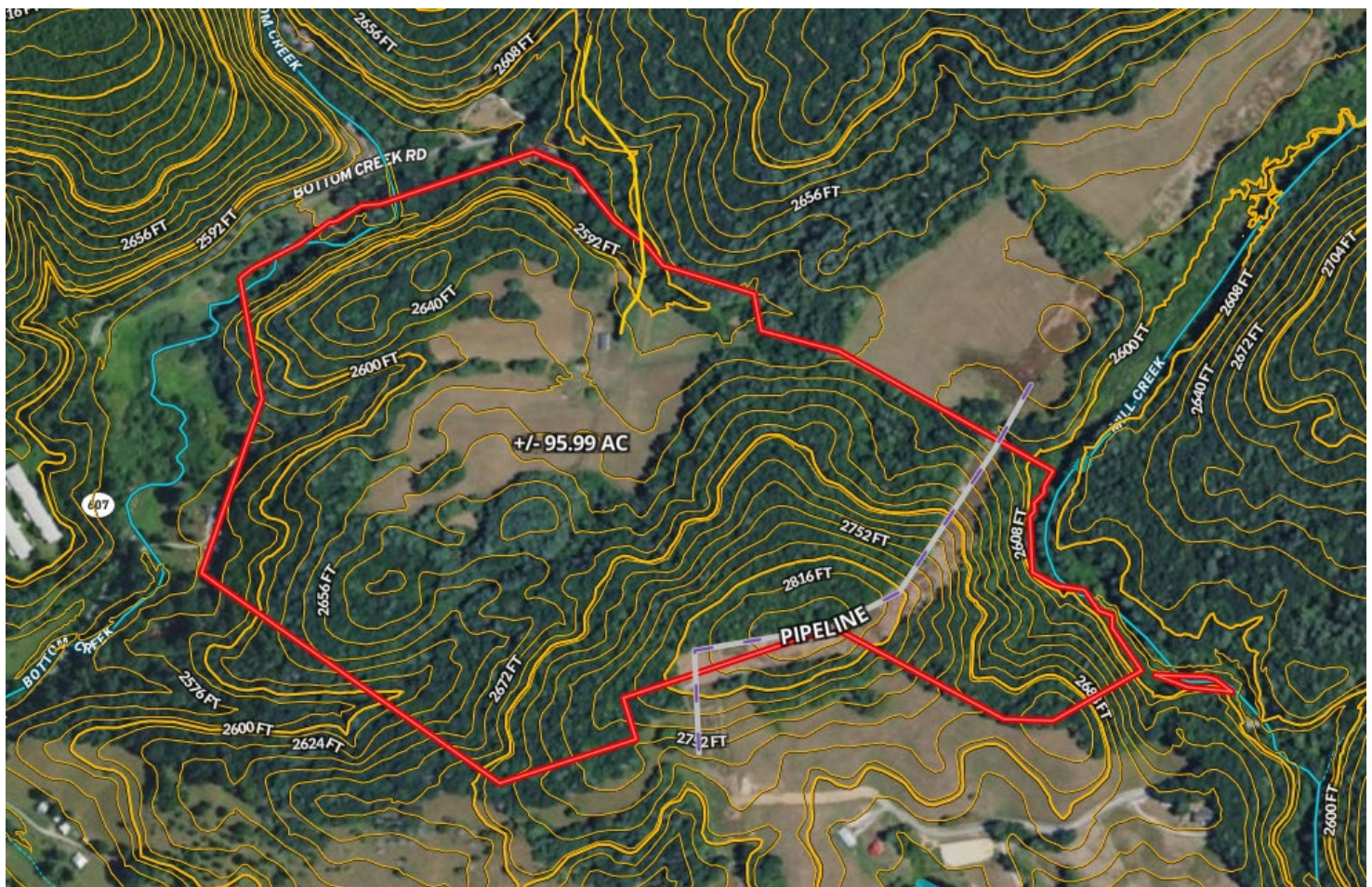
Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941

Aerial



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

Contour



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



Neighborhood

10568 Bottom Creek Rd.,
Bent Mountain, VA 24059

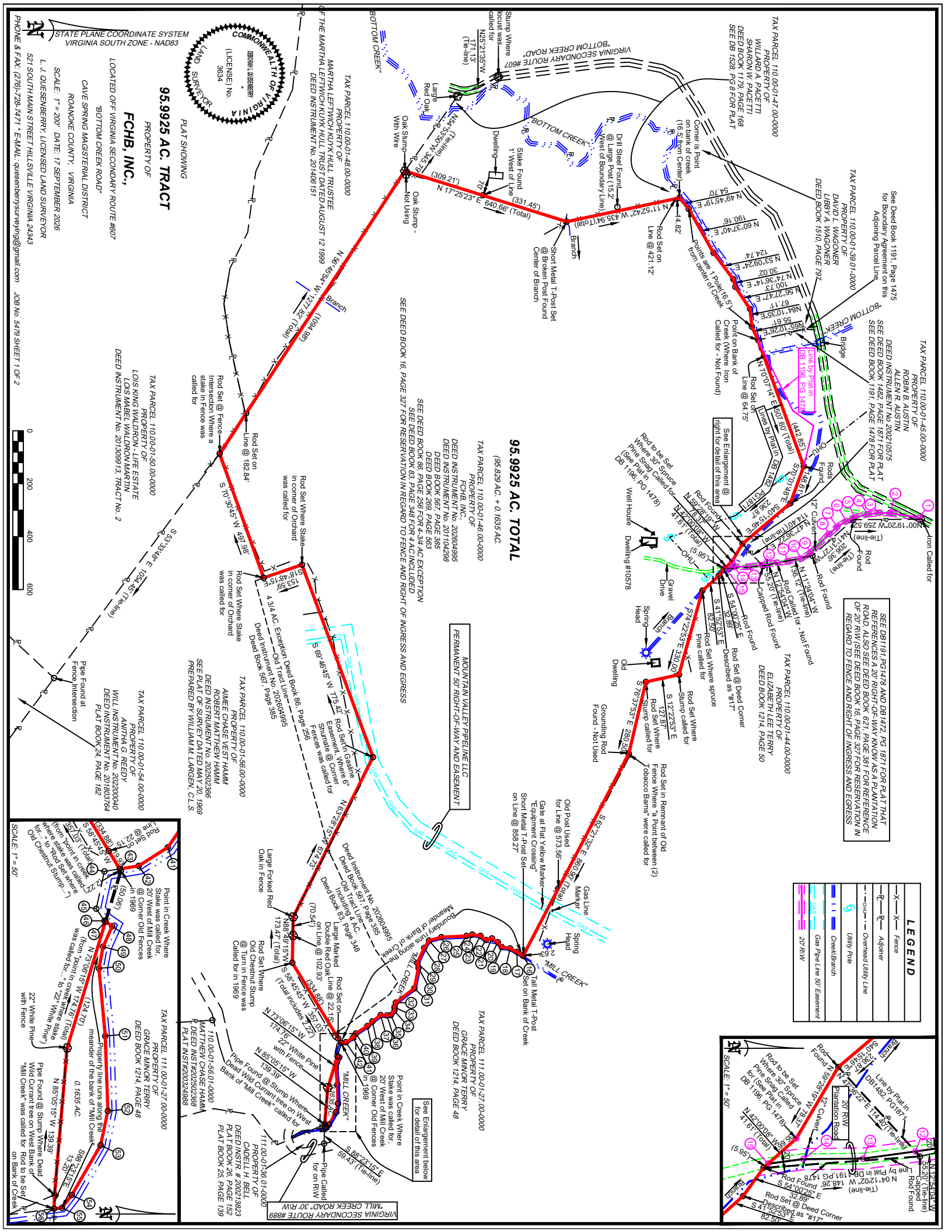




Location

10568 Bottom Creek Rd.,
Bent Mountain, VA 24059





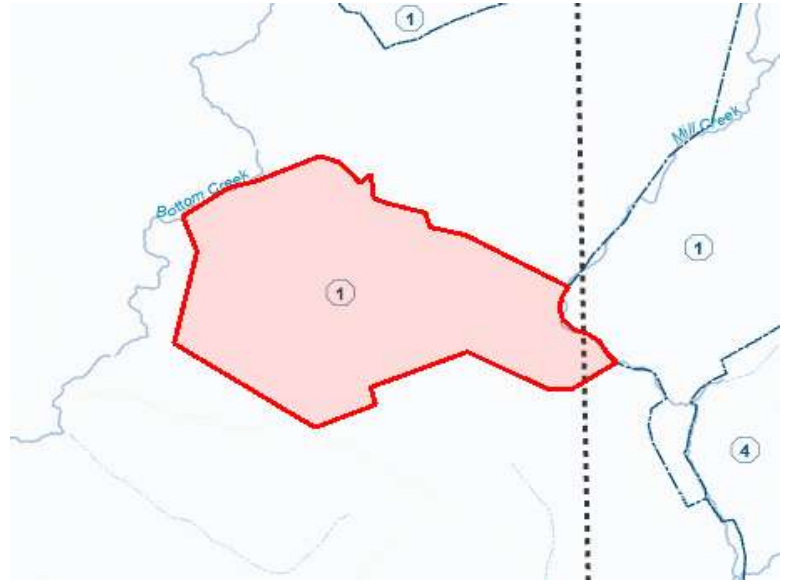
Property Location: 10568 BOTTOM CREEK RD
Parcel ID: 110.00-01-46.00-0000
Magisterial District: Windsor Hills
Account: 46067
Card 1 of 2

Owner Name and Mailing Address:
 FCHB INC
 PO BOX 19688 ROANOKE VA 24019

Current Property Assessment 2026

Total Building Value: 138300
Total Land Value: 202200
Total Value: 340800

Card: 1 Total Building Value: 14600



Narrative Description

This property contains 101.63000 AC of land with a(n) RURAL HOMESITE style building, Built about 1880, having primary WOOD ON SHEATHING exterior and CORRUGATED SHEET METAL roof cover, 1 bedroom(s), 0 full bath(s), 0 half bath(s).

Property Characteristics

Jurisdiction: Roanoke County	
Legal Description: BENT MT	
Deeded Acreage: 101.63000 AC	Neighborhood: C061 / BENT MOUNTAIN NORTHWEST
Estimated Acreage: 93.6481 AC	Census Block: 511610306011027
Vacant Land: NO	Land Use Program: YES

Sales Information
Most Recent Sales

<u>Sale Date</u>	<u>Sale Price</u>	<u>Legal Reference</u>
6/4/2026	280000	DB202604995
4/28/2026	0	WB202600246
7/17/2019	0	WB201900417
5/4/2011	0	DB201104298
5/3/2011	0	DB201104297
8/1/1987	0	DB0000410403

Property Location: 10568 BOTTOM CREEK RD
Parcel ID: 110.00-01-46.00-0000
Magisterial District: Windsor Hills
Account: 46067
Card 1 of 2

Zoning Information

Split:

Zoning Code

County-AG3

Zoning Description

[Agricultural/Rural Preserve](#)

Action No:

Date:

Ordinance:

Name:



Property Location: 10568 BOTTOM CREEK RD
Parcel ID: 110.00-01-46.00-0000
Magisterial District: Windsor Hills
Account: 46067
Card 1 of 2

Overlay Districts

Emergency Communications: [No](#)
Airport: [No](#)
Wellhead Protection: [No](#)
Floodplain: [No](#)
Roanoke River Conservation: [No](#)
***Manufactured Housing:** [No](#)
Clearbrook Village: [No](#)

*For more Information on Roanoke County Zoning, please call 540-772-2068 or visit <https://www.roanokecountyva.gov/pz>

Community Number: 510190

Flood Zone Information

Flood Certificates **FIRM Panel:** [51161C0220G](#)
Flood Zone: X

Effective Date: 9/28/2007
Floodway:

Building Description

Building Type: RURAL HOMESITE	Foundation Type: CONTINUOUS FOOTING
Year Built: 1880	Roof Structure: GABLE
Finished Area (SF): 1418	Roof Cover: CORRUGATED SHEET METAL
Style/Story Height: 2.0 STORIES	Primary Exterior Wall: WOOD ON SHEATHING
Bedrooms: 1	Secondary Exterior Wall:
Full Baths: 0	Primary Interior Walls: DRYWALL
Half Baths: 0	Secondary Interior Wall:
Air Conditioning:	Primary Floors: PINE
Heating:	Secondary Floors:
Heating Type: NONE	Basement Garage:
Heating Fuel: NONE	Fireplace:

Property Location: 10568 BOTTOM CREEK RD
Parcel ID: 110.00-01-46.00-0000
Magisterial District: Windsor Hills
Account: 46067
Card 1 of 2

Building Areas

<u>Sub Area</u>	<u>Sketched Area</u>	<u>Finished Area</u>	<u>Perimeter</u>
BASE	908	908	216
PRCH-ENC UNF	132	0	46
UPPER STY-FI	510	510	94

Property Location: 10568 BOTTOM CREEK RD
Parcel ID: 110.00-01-46.00-0000
Magisterial District: Windsor Hills
Account: 46067
Card 1 of 2

Services

Trash Service: [Tuesday](#)

[Website](#)

Bulk & Brush Pickup: [B Route](#)

Services:

Recycling: [Map](#)

Glenvar Middle (11.63 miles)

Recreational Center: [Map](#)

Camp Roanoke (6.14 miles)

Library: [Map](#)

Bent Mountain Branch Library (1.27 miles)

Police Station: [Map](#)

[Public Safety Center, 5925 Cove Rd, Roanoke VA](#)

Fire Station:

[Bent Mountain](#)

Schools

Elementary School: [Back Creek](#)

Middle School: [Cave Spring](#)

High School: [Cave Spring](#)

Property Location: 10568 BOTTOM CREEK RD
Parcel ID: 110.00-01-46.00-0000
Magisterial District: Windsor Hills
Account: 46067
Card 1 of 2

Broadband Providers

Satellite

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
HUGHESNET	Data Not Available	Data Not Available
DISHNET SATELLITE BROADBAND	Data Not Available	Data Not Available
SKYCASTERS	Data Not Available	Data Not Available
VIASAT INC	Data Not Available	Data Not Available

Wireless 4G

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
AT&T MOBILITY	Data Not Available	Data Not Available
NTELOS	Data Not Available	Data Not Available
SPRINT	Data Not Available	Data Not Available
US CELLULAR	Data Not Available	Data Not Available
VERIZON WIRELESS	Data Not Available	Data Not Available

Wireless LTE

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
VERIZON WIRELESS	Data Not Available	Data Not Available

Wireline Cable

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
COX COMMUNICATIONS	Data Not Available	Data Not Available

Wireline DSL

<u>Provider Name</u>	<u>Upload Speed</u>	<u>Download Speed</u>
VERIZON VIRGINIA LLC	Data Not Available	Data Not Available

Deed

000026

**THIS SPECIAL WARRANTY DEED PREPARED BY
THE LAW OFFICE OF RICHARD D. SCOTT, PC**

Return to:
American Title & Settlement Agency, LLC
3033 Peters Creek Road, NW
Roanoke VA 24019
Client #: 26-17747

Title Company: Fidelity National Title

Consideration: \$280,000.00
Assessed Value: \$340,800.00

Prepared by:
Richard D. Scott
VA State Bar #44527

Grantee's address:
PO Box 19688
Roanoke, VA 24019

The preparer of this document has been engaged solely for the purpose of preparing this instrument, has prepared the instrument only from the information given and has not been requested to provide, nor has the preparer provided, a title search, an examination of the legal description, an opinion on title or advice on the tax, legal or non-legal consequences that may arise as a result of the conveyance.

TAX ID: 110.00-01-46.00-0000

THIS SPECIAL WARRANTY DEED, made and entered into on June 3, 2026, by and between RONNIE WAYNE HENRY and DOUGLAS DAVID HENRY, as the Heirs-at-Law of DORIS MARIE HENRY, deceased, hereinafter referred to as the Grantors, and FCHB, INC., a Virginia corporation, hereinafter referred to as the Grantee; and

ALSO INDEX under the name of JEROME DAVID HENRY, deceased,

WITNESSETH:

WHEREAS, the real estate described below was conveyed to Jerome David Henry and Doris Marie Henry, husband and wife, as tenants by the entirety with the right of survivorship as at common law, from Jerome David Henry, by Deed dated April 25, 2011, recorded May 4, 2011, in the Clerk's Office for the Circuit Court of the County of Roanoke, Virginia (the "Clerk's Office"), at Instrument Number 201104298; and

WHEREAS, Jerome David Henry predeceased his wife on May 22, 2011, thereby vesting fee simple title, by right of survivorship, in his surviving spouse, Doris Marie Henry; and

Deed

000027

WHEREAS, Doris Marie Henry died testate on July 1, 2025, as evidenced by her Real Estate Affidavit, probated in the Clerk's Office at Court File Number 202600246, identifying her two sons, Ronnie Wayne Henry and Douglas David Henry, as the Heirs-at-Law of Doris Marie Henry; and

BASED ON THE FOREGOING RECITALS, AND FOR AND IN CONSIDERATION of the sum of TEN and 00/100 DOLLARS (\$10.00) cash in hand paid, and other good and valuable consideration, receipt of which is hereby acknowledged, the Grantors do hereby Bargain, Sell, Grant and Convey, with Special Warranty of Title unto the Grantee, all of the following described real estate, together with all appurtenances thereunto belonging, situate, lying and being in the County of Roanoke, Commonwealth of Virginia, and more particularly described as follows, to-wit:

SEE ATTACHED SCHEDULE "A" HERETO AND MADE A PART HEREOF.

This conveyance is made expressly subject to the restrictions, conditions, rights-of-way, and easements, if any, contained in the deeds, plats and other instruments constituting constructive notice in the chain of title to the property conveyed herein, which have not expired by a time limitation contained therein or have otherwise become ineffective.

Deed

000028

WITNESS the following signatures and seals:

Douglas David Henry (SEAL)
DOUGLAS DAVID HENRY, as Heir-at-Law of Doris Marie Henry, deceased

Ronnie Wayne Henry (SEAL)
RONNIE WAYNE HENRY, as Heir-at-Law of Doris Marie Henry, deceased

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

The foregoing instrument was acknowledged before me on June 4, 2026, by
Ronnie Wayne Henry and Douglas David Henry, in their capacities as the Heirs-at-Law of Doris
Marie Henry, deceased.

My commission expires: 2/28/2030
Notary Public Terrie L. Rugg
Registration #: 191643



Deed

000029

SCHEDULE "A"

BEGINNING on the west side of Mill Creek on a line of Baldwin, and with the same, N 89-1/2° W 7-2/3 poles to a currant tree, N 86° W 11 poles to a chestnut by a pine; thence N 50-3/4° 6-1/4 poles to a black oak at No. 4, N 35° W 15-1/2 poles to a chestnut at 5, N 55° W 3-1/4 poles to a birch at 6, S 57° W 9 poles to 7, S 65-1/2° W 34-1/2 poles to a locust at 8, S 73° W 14-1/2 poles to a hickory at 9; thence the same course 81 poles to the old road outside line at a maple at 10, N 55-3/4° W 76-1/2 poles to a white oak at 11; N 13° E 44-1/2 poles to 12, N 21-1/2° W 22 poles to within one pole of the creek at 13; thence up and one pole distant from the creek tail race (from the mill) and the branch 67 poles to a small chestnut at 14; thence S 66-1/4° E 17-1/2 poles to 15; thence S 35-1/2° E 17-1/2 poles to 15; thence S 35-1/2° E 16-3/4 poles to 16; thence S 53° E 12 poles to 17; thence S 41° E 5 poles to a spruce pine at 18; thence S 73-1/2° E 20 poles to a stump at 19; thence S. 11-1/2° E. 7-3/4 poles to a stump at 20; thence S 75-3/4° E 17 poles to between the tobacco barns at 21; thence S 61-1/4° E 51 poles to Mill Creek at 22; thence down the bank of the creek 75 poles to the PLACE OF BEGINNING; and

EXCEPT A TRACT OF LAND CONTAINING 4-3/4 ACRES, which was conveyed by J. L. Woodrum and wife to S. H. Willett, by deed of record in the Clerk's Office of the Circuit Court of Roanoke County, Virginia, in Deed Book 86, Page 256, reference to which deed is hereby had for a more complete description, with metes and bounds, of said tract of land; and

INCLUDING A TRACT OF LAND CONTAINING 4 ACRES, which was conveyed to J. E. Woodrum by S. H. Willett and wife by deed of record in the aforesaid Clerk's Office in Deed Book 83, Page 348, reference to which deed is hereby had for a more complete description, with metes and bounds, of said tract of land; and

The land hereby intended to be conveyed is the same land conveyed to Ezra Henry by deed of record in the aforesaid Clerk's Office in Deed Book 269, Page 563, reference to which deed is hereby had for a more complete description, with metes and bounds, of said tract of land.

Pipeline Easement

000261

This instrument was prepared by:
Mountain Valley Pipeline, LLC
625 Liberty Avenue, Suite 2000
Pittsburg, PA 15222

Return to: MVP, LLC
c/o Coates Field Service, Inc.
120 Professional Place
Bridgeport, WV 26330

Consideration/Fair Market Value: \$75,000.00
Tax Map No. 110.00-01-46.00-0000

PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT

This **PIPELINE RIGHT OF WAY AND EASEMENT AGREEMENT** ("Agreement") is made and entered into this 16th day of July, 2019, by and between **Doris Marie Henry, widow**, of 10578 Bottom Creek Road, Bent Mountain, VA 24059 ("**Grantor**"), and **Mountain Valley Pipeline LLC**, a Delaware limited liability company, with an address of 625 Liberty Avenue, Suite 1700, Pittsburg, PA 15222 ("**Grantee**")

For and in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration paid, the receipt and sufficiency of which is hereby acknowledged, Grantor, hereby grants and conveys, with covenant of General Warranty, to Grantee a perpetual right of way and easement in the location depicted on "Exhibit A" attached hereto, to lay, construct, maintain, operate, renew, alter, improve, protect, repair, replace, and remove a pipeline (the "Pipeline") up to 42 inches in diameter, for the transportation of natural gas and all constituents thereof together with all necessary or convenient rights, equipment and appurtenances thereto, including, but not limited to pipeline markers and devices for cathodic protection, together with ingress and egress thereto. Said perpetual right of way and easement is over, upon and across the lands of the Grantor being in the Windsor Hills District, Roanoke County, Virginia, which lands or part thereof were conveyed to Jerome David Henry and Doris Marie Henry, husband and wife, as tenants by the entirety, with the right of survivorship, by Deed dated April 25, 2011, and recorded as Instrument No. 201104298 in Roanoke County, Virginia, and being Tax Map Parcel No. 110.00-01-46.00-0000 (the "Property"). Jerome David Henry is now deceased, leaving the Grantor herein as the surviving tenant by the entirety.

1. It is understood and agreed by Grantor and Grantee that the Permanent Right of Way and Easement shall be Fifty (50) feet in width.

2. It is further agreed that Grantee is granted and conveyed the following temporary right of way and easement (which shall expire upon final completion of the construction and reclamation of the Pipeline and affected areas): (i) a right of way and easement seventy-five (75') feet that parallels the perpetual right of way and easement; and (ii) a workspace(s) right of way and easement in the location depicted on Exhibit A. It is understood between the Grantor and Grantee that any future additional temporary workspace(s) deemed necessary by the Grantee for the pipeline constructed hereunder, if any, are to be compensated for at the same rate per acre as the aforementioned seventy-five foot (75') temporary right of way.

3. Grantor further grants the right of ingress and egress to and from said pipeline right of way on, over and through the right of way herein granted, and the access road as shown on Exhibit A, for purposes of transporting pipe, materials, machinery, and equipment to and from other lands in and about the construction, operation, maintenance, replacement and removal of the pipeline constructed hereunder.

4. Grantor shall not place or permit to be placed any obstruction on or over the permanent right of way and easement area, including but not limited to buildings, houses, garages, sheds, trees, vehicles or other items, and Grantor shall not store or permit to be stored any materials of any kind or operate or allow to be operated any heavy machinery or equipment over the

Pipeline Easement

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easement and right of way area, nor permit the right of way area to be covered by standing water, except in the course of normal seasonal water migration. Grantor shall not change or permit to be changed the depth of cover over the right of way and easement area.

5. Grantee shall have the right to maintain said right of way and easement by keeping the permanent right of way free from all trees, limbs, undergrowth and brush which, in the judgment of the Grantee, might interfere with the use of said right of way and easement.

6. Grantee, its successors or assigns, is further granted the right to replace all or any part of the Pipeline or any portion thereof by laying such replacement not more than fifteen (15) feet from the section of Pipeline being replaced. Grantee, its successors and assigns, is also given the right to decrease the diameter of any replacement pipe.

7. Grantee, its agents and contractors agree to protect, defend, indemnify and forever hold harmless the undersigned of and from any and all damages, and claims for damages, demands, suits, recoveries, judgments or executions which may arise or be made, had, brought or recovered against the undersigned by reason of or on account of injuries or damages to persons or property resulting from the rights herein granted. This indemnification shall not extend to any claims to the extent caused by negligence or willful or wanton conduct by Grantor, its agents, tenants, or employees.

8. In the event that the Right of Way granted herein ceases to be used and is not otherwise used for the specific purpose of transporting natural gas and its constituents for a continuous period of thirty-six (36) months, it shall be deemed to be abandoned by Grantee and then, in such event, upon sixty (60) days written notice from Grantor (or the successors or assigns of the Grantor) to Grantee, this agreement and the grant of the Right of Way shall cease and terminate.

9. Grantee will install a heavy equipment crossing (Crossing) to allow equipment weighing up to 80,000 pounds to cross the pipeline and easement area at location indicated on Exhibit A. Grantor will have sole and complete responsibility of ensuring that it is and its agents and contractors are fully aware of the exact location of the Pipeline and Crossing. Any equipment weighing more than 40,000 lbs. will not be permitted to cross the right of way and easement area except at the crossing. If at any time the location of the crossing is uncertain, Grantor, and its employees, agents, contractors, subcontractors, invitees and designees are obligated to utilize the Virginia 811 system to notify Grantee of intended use and Grantee will promptly mark location of pipeline. Heavy equipment crossing locations are approximate. Exact locations are to be determined in field during construction with Grantor, its agents and Grantee and its agents.

10. The grant of the said right of way and easement shall not exclude Grantor from enjoying and using said lands as heretofore used in any way that does not interfere with the said use of the right of way and easement herein granted for the purposes aforesaid.

11. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors, assigns, heirs and administrators and executors.

12. It is hereby understood that no agreement or representation concerning this Agreement shall be binding on the Grantee unless expressed in a writing signed by the Grantee; and any agreements or representations, verbal or written, made by any person on behalf of either the Grantor or the Grantee not contained in this instrument are unauthorized and do not bind the parties. This instrument may be executed in one or more counterparts, each of which will be deemed to be an original copy of this instrument and all of which will be deemed to comprise one single instrument. This right of way and easement shall run with the land and shall remain in force and effect until released and relinquished by the Grantee back to the Grantor, in writing.

TO HAVE AND TO HOLD the said Right of Way unto Grantee, its successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first set forth above.

Pipeline Easement

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GRANTOR:

Doris M. Henry
DORIS MARIE HENRY

INDIVIDUAL ACKNOWLEDGEMENT

COMMONWEALTH OF Virginia §
CITY/COUNTY OF Roanoke §

I, Matthew S. Clark, a Notary Public in and for said County and State, certify that Doris Marie Henry, personally known to me to be the same person who signed above, appeared before me today in said State and County, and acknowledged and delivered the instrument to be her free act and deed.

Given under my hand this 16th day of July, 2019.

My commission expires 11-30-19.

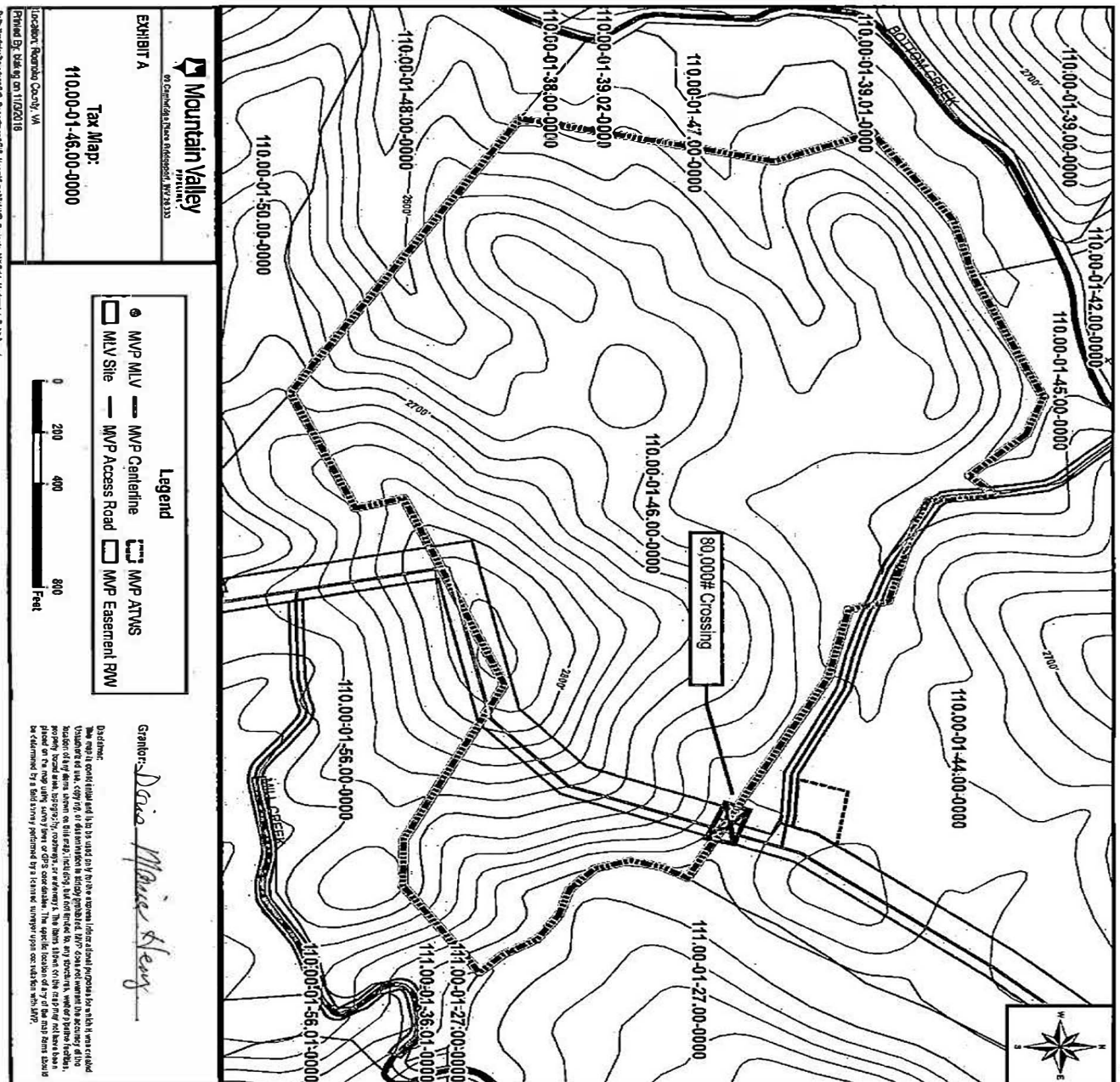
Registration #: 7631974

[SEAL]



Matthew S. Clark
Notary Public

452000



CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **October 28th 2026**, between **FCHB Inc.** 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 Roanoke, Virginia**, and described as:

Legal Description: +/- 95.99 AC; Parcel ID: 110.00-01-46.00-0000; BENT MT; Deed Book 202604995; New survey recently completed by Deborah Quesenberry with Quesenberry Surveying. Job #5479

Address: 10568 Bottom Creek RD., Bent Mountain, VA 24059

2. **Purchase Price:** The purchase price of the Property is: _____ (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 will make a deposit with the Attorney or Title Company of Purchasers Choice, of **\$10,000** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Attorney or Title 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 **Attorney/Title Company of Purchaser's Choice** on or before **December 14th, 2026** ("Settlement Date"). Possession shall be given at Settlement.
5. **Required Disclosures.**
 - (a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall 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

Seller's Initials _____

Purchaser's Initials _____

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.

MECHANIC'S LIEN AFFIDAVIT: Sellers shall furnish at settlement an affidavit, in form satisfactory to Purchaser, showing that all labor and materials, if any, furnished to the property within 123 days prior to settlement have been paid, or affidavit, in the form satisfactory to Purchaser, certifying that no labor or materials have been furnished to the property within such period which would permit the filing of a mechanic's lien against the property.

(e) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

Seller's Initials _____

Purchaser's Initials _____

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

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

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

6. Standard Provisions.

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

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

(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.

(j) **Pipeline Easement:** There is a 50' pipeline easement runs through the property pursuant to an agreement with Mountain Valley Pipeline, LLC. Please refer to the Pipeline Easement Agreement included in the Bidder Packet for full details and maps.

(k) **Access:** Property is accessed by Private Drive, Plantation Road. It is a 20' Right off Way of Bottom Creek Road. Refer to Bidder Packet for full details and maps.

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.

FCHB Inc. (Seller)	Date
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Purchaser Name

Address

Phone #	Email
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(Purchaser signature) Date _____

Purchaser Name

Address

Phone #	Email
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(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____