THIS REAL ESTATE SALES AGREEMENT, made and entered into this 31st day of May, 2016, by and between L & G CIRCLE T, a Virginia General Partnership, Grantor (hereinafter referred to as "the Property Owner"), and the County of Montgomery, Virginia, Grantee (hereinafter referred to as the "County").

W I T N E S S E T H:

WHEREAS, the Property Owner owns the two parcels identified more particularly as Tax Map No. 119-A 23 containing approximately 45.924 acres and Tax Map No. 119-A 22 containing approximately .587 acres both parcels identified as Parcel ID#019113, located adjacent to State Route 8, Riner Road, in the Riner Magisterial District in the County of Montgomery, Virginia, both tax parcels together referred to as "the Property"; and

WHEREAS, the Property Owner desires to sell the Property to the County for the purchase price of Three Hundred Seventy-Five Thousand Dollars ($375,000.00) subject to the terms, covenants, conditions and restrictions contained in this Real Estate Sales Agreement; and

WHEREAS, the County desires to purchase the Property at the stated purchase price in accordance with the terms, covenants, conditions and restrictions contained in this Real Estate Sales Agreement (the "Agreement"); and

WHEREAS, the Board of Supervisors of the County of Montgomery, Virginia, have agreed by Resolution adopted on June 13, 2016, for the County of Montgomery, Virginia to purchase the Property subject to the terms, covenants, conditions and restrictions within this Real Estate Sales Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the County and the Property Owner agree and covenant as follows:

1. PROPERTY

The Property Owner agrees to sell and the County agrees to buy subject to the contingencies, restrictions and covenants contained in this Agreement the following Property, together with all improvements thereon and all rights and appurtenances thereunto pertaining to all of which is referred to as "the Property":

> All those certain tracts or parcels of land, with improvements thereon and all appurtenances thereunto pertaining, lying and being situated in the Riner Magisterial District of the County of Montgomery, Virginia, identified more particularly as all of Tax Parcel Number 119-A 23 containing approximately 45.924 acres and all of Tax Parcel Number 119-1 22, containing approximately .587 acres, both parcels together further identified as Parcel ID#019113.

2. PURCHASE PRICE

The purchase price for the Property shall be Three Hundred Seventy-Five Thousand Dollars ($375,000) payable in three installments of One Hundred Twenty-Five Thousand Dollars ($125,000) as defined herein.

3. CONTINGENCIES

This Agreement is contingent upon the following:

(a) The Property Owner being able to convey to the County good and marketable fee simple title to the Property by Deeds of General Warranty containing English Covenants of Title, fully insurable by a reputable American Land Title Association (ALTA) title insurance company, free of all liens, defects, tenancies, deeds of trust, judgments and encumbrances except as otherwise indicated herein and subject to such restrictions and easements as shall then be of record which do not affect the use of the Property for the purpose intended by the County or render the title unmarketable.

(b) The County conducting an environmental assessment of the Property, including a Phase I and/or Phase 2 Environmental Assessment. The Environmental Assessment may include, but shall not be limited to, a physical examination of the property and any structure, facility or equipment located thereon, soil samples, ground and surface water samples, storage tank testing, and review of any pertinent records and documents. If the Environmental Assessment identifies environmental conditions which may require remediation, corrective actions or further evaluation under the applicable environmental laws or if the results of the Environmental Assessment or due diligence review are otherwise not satisfactory to the Purchaser in its sole discretion, then Purchase may terminate this Agreement.

(c) The Property Owner removing all tenants, squatters or others residing or holding over on Tax Parcel Number 119-A-23. The Property Owner's current tenant residing on Tax Parcel Number 119-A 22 may remain on the Property. The Property Owner agrees to notify the County within five (5) days of the current tenant no longer residing on Tax Parcel Number 119-A 22 and within thirty (30) days of said notification the Property Owner will convey Tax Parcel Number 119-A 22 to the County.

The County may void this Agreement if the above contingencies and/or conditions set forth herein are not fulfilled to the County's sole satisfaction.

4. SETTLEMENT

In the event all the contingencies are satisfied to the sole discretion of the County, the following provisions shall govern the settlement:

(a) At closing for both Tax Parcel Number 119-A 23 and Tax Parcel Number 119-A 22, the Property Owner shall deliver to the County a Deed of General Warranty with English Covenants of Title conveying a good, marketable and insurable fee simple title for each of the Tax

Parcels, free of all liens, deeds of trust, encumbrances, judgments and defects, and subject only to such restrictions, covenants and easements that are contained in this Agreement or that are now of record. In the event that the County shall object to the status of the title, the Property Owner shall, at their expense, take such action (including legal action) within thirty (30) days from the County's notice thereof, within which to satisfy the County's objections and cure any and all defects. In the event the Property Owner shall be unable to satisfy the County's objections within the thirty (30) day period, the County shall have the right, exercisable at any time prior to Closing, to either (a) extend the Property Owner' time period for curing objections and defects or (b) waive the County's objections and purchase the parcels subject to such defects as otherwise contemplated in this Agreement, notwithstanding such objections, in which event the defects and subject matter of such waived objections shall become permitted exceptions (Permitted Exceptions) and the Property Owner shall convey the Property to the County subject to the Permitted Exceptions, or (c) terminate this Agreement and neither party shall have any further rights, duties or obligations hereunder. In addition to the County's objections, the Property Owner shall be obligated to discharge at closing, at the Property Owner' sole cost and expense, any title exceptions that represent liens securing the payment of any monetary amounts.

(b) At each settlement, the Property Owner shall give and the County shall take possession of the Property, free of all tenants and tenancies, licenses or rights of others unless otherwise listed.

(c) The risk of loss by fire or other casualty is assumed by the Property Owner until settlement.

(d) As an inducement to the County to purchase the Property and with the understanding and acknowledgment by the Property Owner that the County will materially rely thereon, the

property Owner hereby makes the following warranties and representations, which shall be effective as of the date of each of the settlements:

(1) The Property Owner is not a party to any litigation, arbitration or administrative proceeding, and no such litigation, arbitration or administrative proceeding is pending or, to the best of the Property Owner' knowledge, threatened, (A) in which the Property Owner is adverse to any person or entity having or claiming any past, present or future interest in the Property, or (B) which affects or questions the Property Owner' title to or current use of the Property or the Property Owner' ability to perform its obligations under the Agreement.

(2) There are no actions or proceedings threatened against the Property Owner to condemn all or any part of the Property.

(3) The Property Owner has paid for all work, labor and materials furnished to the Property prior to the recording of the deeds except for such as is performed on behalf of the County, and there will be no mechanic's liens and/or the right of any person to file a mechanic's lien against the Property for any other reason.

(4) The Property Owner and any other person or entity whose conduct it is or may be held responsible, has not generated, manufactured, refined, transported, treated, stored, handled, disposed, transferred, produced or processed any Hazardous Substance or any solid waste at the Property and has no knowledge of the release or threat of release of any Hazardous Substances at or in the vicinity of the Property. The Property Owner warrants that the Property is in compliance with all Environmental Laws applicable to the Property as defined by state or federal law.

(5) The execution and delivery of this Agreement, the consummation of the transaction herein contemplated and the compliance with the terms of this Agreement will not conflict with, or with or without notice or the passage of time, or both, result in a breach of, any of the terms or provisions of, or constitute a default under any applicable law, or any judgment, order or decree of any court having jurisdiction over the Property Owner or their properties. The Property Owner has the power, right and authority to enter into and perform all of the obligations required of the Property Owner under this Agreement and the instruments and documents referenced herein, and to consummate the transaction contemplated hereby. All requisite action necessary to authorize the Property Owner to enter into this Agreement and perform its obligations hereunder has been taken. The joinder of no person or entity other than the Property Owner will be necessary to convey the Property fully and completely to the County on closing. This Agreement is a valid and binding obligation of the Property Owner and is enforceable against the Property Owner in accordance with its terms.

(6) All information relating to the Property which has been or will be delivered to the County is true, correct and complete, and does not contain any material misstatements of fact or fail to state any material fact relevant to such information.

(e) From the date of this Agreement through each of the closing dates the Property Owner shall promptly notify the County of any material change with respect to the Property or activities thereon or any information heretofore or hereafter furnished to the County with respect to the Property, including but not limited to, any change in any lease or use on the Property and of any such change which would make any portion of this Agreement, including, without limitation, the representations, warranties, covenants, and agreements contained in this Agreement, untrue or materially misleading.

(f) Settlement on Tax Parcel Number 119-A 23 shall take place within thirty (30) days of the County providing written notice to the Property Owner that all contingencies have been satisfied and that the County is ready to close. Settlement on Tax Map Parcel Number 119-A 22 shall take place within thirty (30) days of the Property Owner providing written notice that the current Tenant is no longer residing on the property.

(g) At closing, the Property Owner shall deliver to the County each of the following items with respect to the Property.

(1) A General Warranty Deed duly executed and acknowledged by the Property Owner, and in form for recording, conveying good, marketable and indefeasible fee simple title to Tax Parcel Number 119-A 23 and Tax Map Parcel Number 119-A 22 to the County subject only to the Permitted Exceptions.

(2) Other items reasonably requested by the title company retained by the County for the purchase of the Property in accordance with this Agreement or for administrative requirements for consummating the closing.

(h) At the closing on Tax Map Parcel Number 119-A 23, the County shall deliver a check in the amount of One Hundred, Twenty-Five Thousand Dollars ($125,000) made payable to the Property Owner. The County shall pay the remaining deferred purchase price of Two Hundred,

Fifty Thousand and 00/100 Dollars ($250,000) in two annual payments of One Hundred, Twenty-Five Thousand and 00/100 Dollars ($125,000) with the first payment due one year after closing and the second payment one year after the first deferred payment. The County shall provide a non-negotiable, non-interest bearing Promissory Note made by the County payable to the Property Owner as security for the deferred purchase price. Notwithstanding anything to the contrary, if the Property Owner has not closed on Tax Parcel Number 119-A 22 by the time the second deferred payment is due, the County shall withhold Fifteen Thousand ($15,000) from the second deferred payment to be payable to the Property Owner at the closing on Tax Parcel Number 119-A 22.

(i) All normal and customarily prorated items including but not necessarily limited to taxes affecting the Property which survive the Closings shall be prorated as of each of the Closing Dates.

(j) Possession of the Property shall be delivered to the County by the Property Owner at each of the Closings.

(k) The Property Owner shall be responsible for paying any fees incurred by Property owner including but not limited to the legal fees of its counsel in negotiating, preparing and closing the transaction contemplated by this Agreement. The County however, does agrees to be responsible for paying the reasonable legal fees incurred by the Property Owner in preparing the General Warranty Deeds required by this Agreement. At each closing the Property Owner shall pay its prorated share of taxes. The County shall be responsible for any roll back taxes and all recording fees including grantor and grantee recording costs incurred in connection with the transactions contemplated hereunder, and all other fees, costs and expenses identified herein.

(l) The Property Owner agrees to not permit the manufacture, use, storage or disposal of hazardous wastes and/or toxic substances on or in the Property or near any adjoining waterway or drainage ditch and to exercise ordinary and reasonable care in the maintenance and upkeep of the

Property, ordinary wear and tear excepted, from the date of this Agreement to the date of Closing. The County acknowledges that there are tires on the Property and if the County elects to close on the Property the County will be responsible for removing the tires.

(m) The Parties hereby agree that each party shall be responsible for compensating their own real estate agents or brokers that may be involved in this transaction and each agrees to hold the other harmless from any claim for a commission by reason of any action on their part.

(n) The Parties hereby agree that the Property Owner shall be responsible for mowing and removing hay from the Property after closing at no cost to the County for the Property Owners use until such time that the County notifies the Property Owner in writing that the County no longer needs the Property mowed.

(o) The provisions contained in this Agreement shall survive the execution and delivery of the deed.

5. NOTICE

Notice and other correspondence regarding this Agreement shall be hand delivered or mailed through the U.S. mail or by national overnight carrier to the following addresses, or to such other or additional addresses as the parties may designate in writing:

L & G Circle T: William Lee Teel, General Partner
2150 Meadow Creek Road
Christiansburg, VA 24073

Gene A. Teel, General Partner
2126 Meadow Creek Road
Christiansburg, VA 24073

Randall W. Teel
2014 Pugh Road
Christiansburg, VA 24073

The County: F. Craig Meadows, County Administrator
County of Montgomery, Virginia
755 Roanoke Street, Suite 2E
Christiansburg, Virginia 24073-3151

7. ASSIGNABILITY

This Agreement shall not be assigned by the County or the Property Owner without the written consent of the other.

8. ENTIRE AGREEMENT, GOVERNING LAW

This Agreement is binding upon the Parties, their heirs, personal representatives, successors and assigns. This Agreement embodies the entire understanding of the Parties, there being no promises or undertakings, written or oral, other than those expressly set forth herein. This Agreement shall be governed by the laws of the Commonwealth of Virginia.

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WITNESS the following signatures and seals:

L & G CIRCLE T, a Virginia General Partnership

By: _____
William Lee Teel, General Partner

By: _____
Gene A. Teel, General Partner

By: _____
Randall W. Teel, General Partner

COUNTY OF MONTGOMERY, VIRGINIA

By: _____
Christopher A. Tuck, Chair

STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument bearing date of June 1, 2016, was acknowledged before me this _____ day of May, 2016, by William Lee Teel, General Partner of L & G Circle T, a Virginia General Partnership.

My commission expires: April 30, 2018
Registration number: 226440

_____
Notary Public

STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument bearing date of June 1, 2016, was acknowledged before me this _____ day of May, 2016, by Gene A. Teel, General Partner of L & G Circle T, a Virginia General Partnership.

My commission expires: April 30, 2018
Registration number: 226440

_____
Notary Public

STATE OF VIRGINIA
COUNTY OF MONTGOMERY, to-wit

The foregoing instrument bearing date of June 1, 2016, was acknowledged before me this _____ day of May, 2016, by Randall W. Teel, General Partner of L & G Circle T, a Virginia General Partnership.

My commission expires: April 30, 2018
Registration number: 226440

_____
Notary Public

STATE OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument bearing date of June 1, 2016, was acknowledged before me this _____ day of June, 2016, by Christopher A. Tuck, Chair, Montgomery County Board of Supervisors, County of Montgomery, Virginia.

My commission expires:
Registration number:

_____
Notary Public