



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 – Shelton Barefoot Estate by and through Carolyn Hicks, Executor

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

AUCTION DATE – Friday, October 14th, 2022 @ 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 Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

1. Parcel ID #68-A-14A; Tax ID #29155; Consisting of +/-12.089 acres
TBD Floyd Pike, Hillsville, VA
 2. Parcel ID # 68A-14; Tax ID #11591; Consisting of +/- 12.089 acre
TBD Floyd Pike, Hillsville, VA
 3. Parcel ID #68-A-12; Tax ID #10834, Consisting of +/-7.5231 acres
TBD Hardscuffle RD., Hillsville, VA
- **Online Bidding Open NOW**
 - **Online Bidding Closes on Friday, October 14th, 2022, at 4:00 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **Cash Offer/No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 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 **PER TRACT** will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, November 28th, 2022**. 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 special warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the

end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.
- 20) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one lot will need to be high bidder on all lots desired. Each offering will stay open until all bidding is complete and all offerings will close simultaneously.

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

Individual State License #'s

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

Firm State License #'s

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



Aerial

Offering 1 +/- 12.089 acres

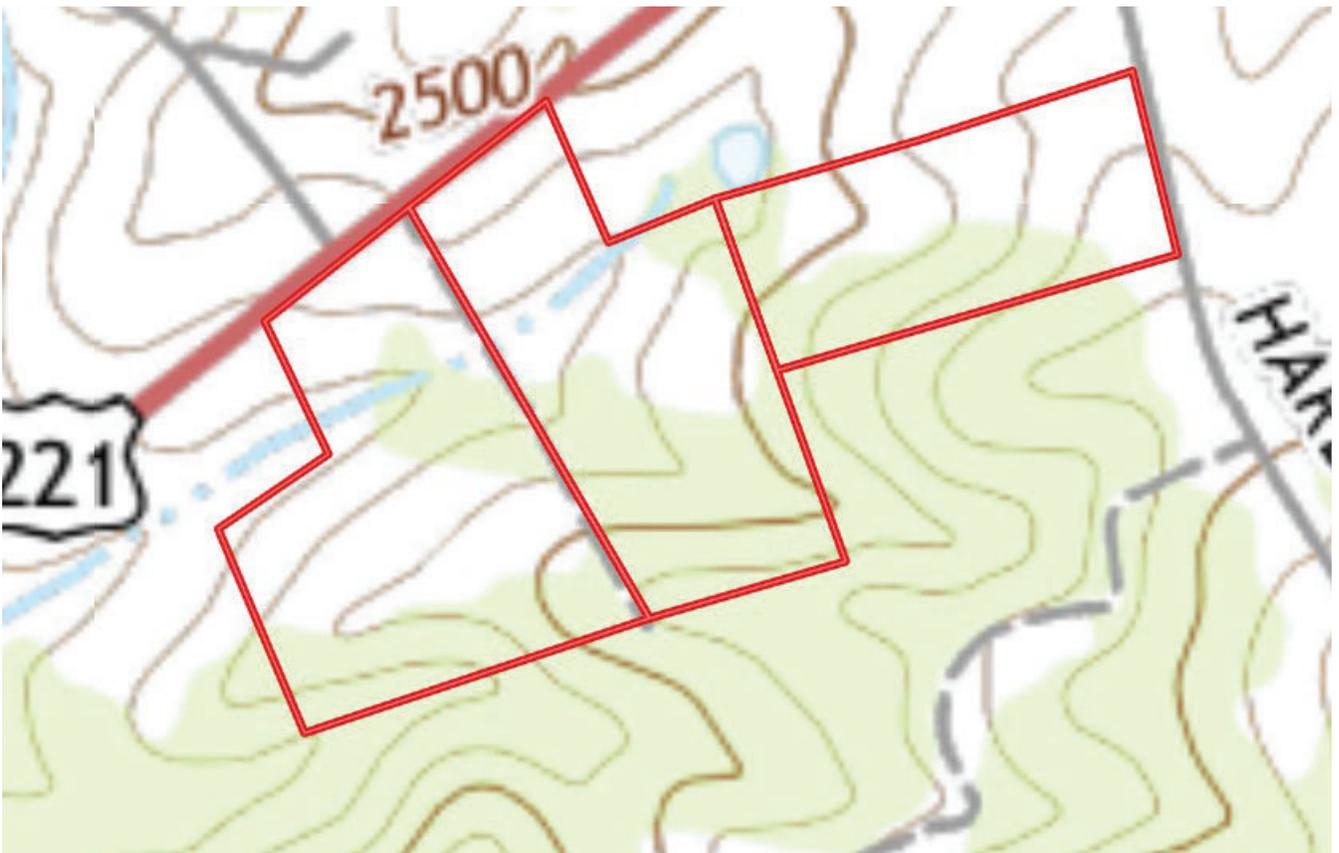
Offering 2 +/- 12.089 acres

Offering 3 +/- 7.89 acres





Topo



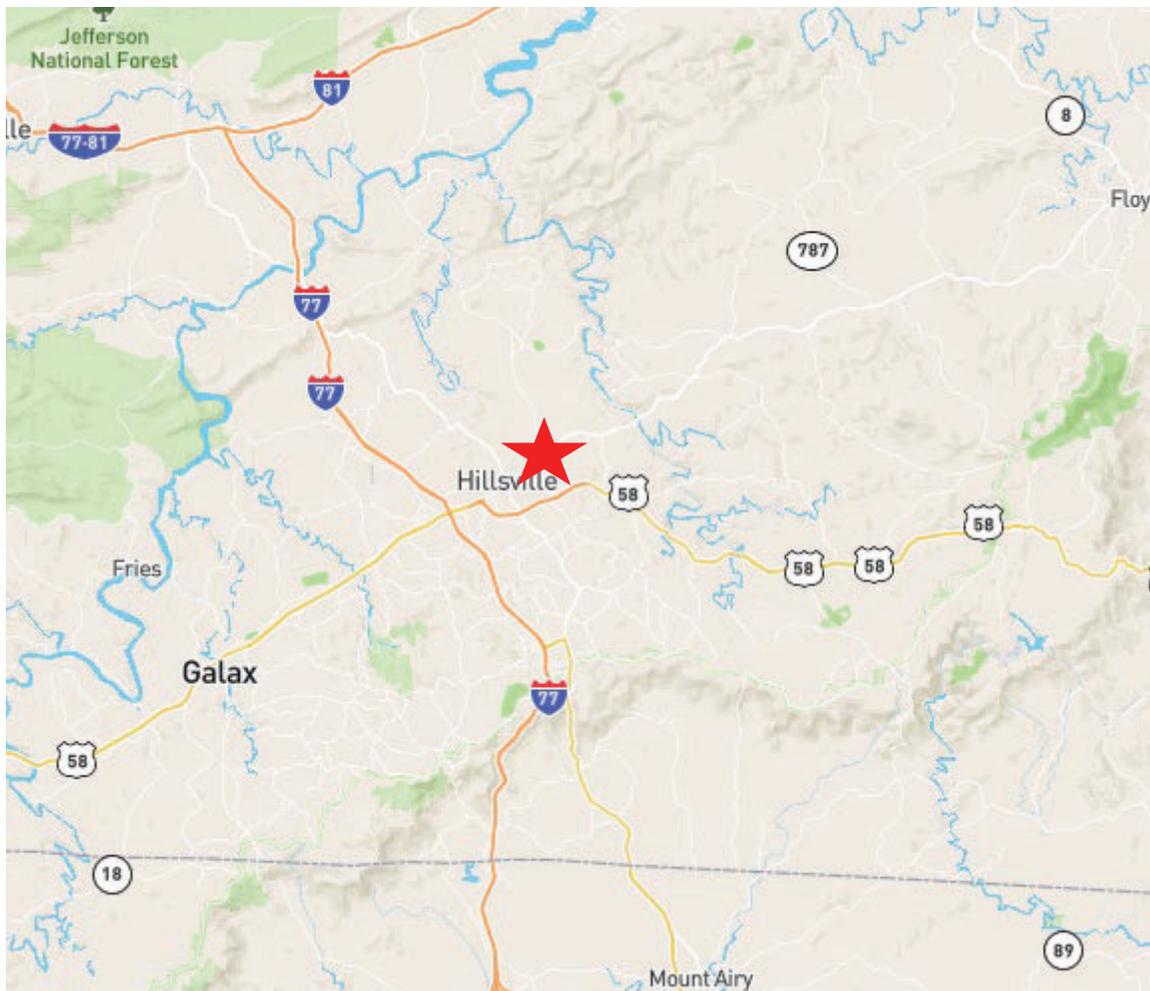
Neighborhood





Auction Services

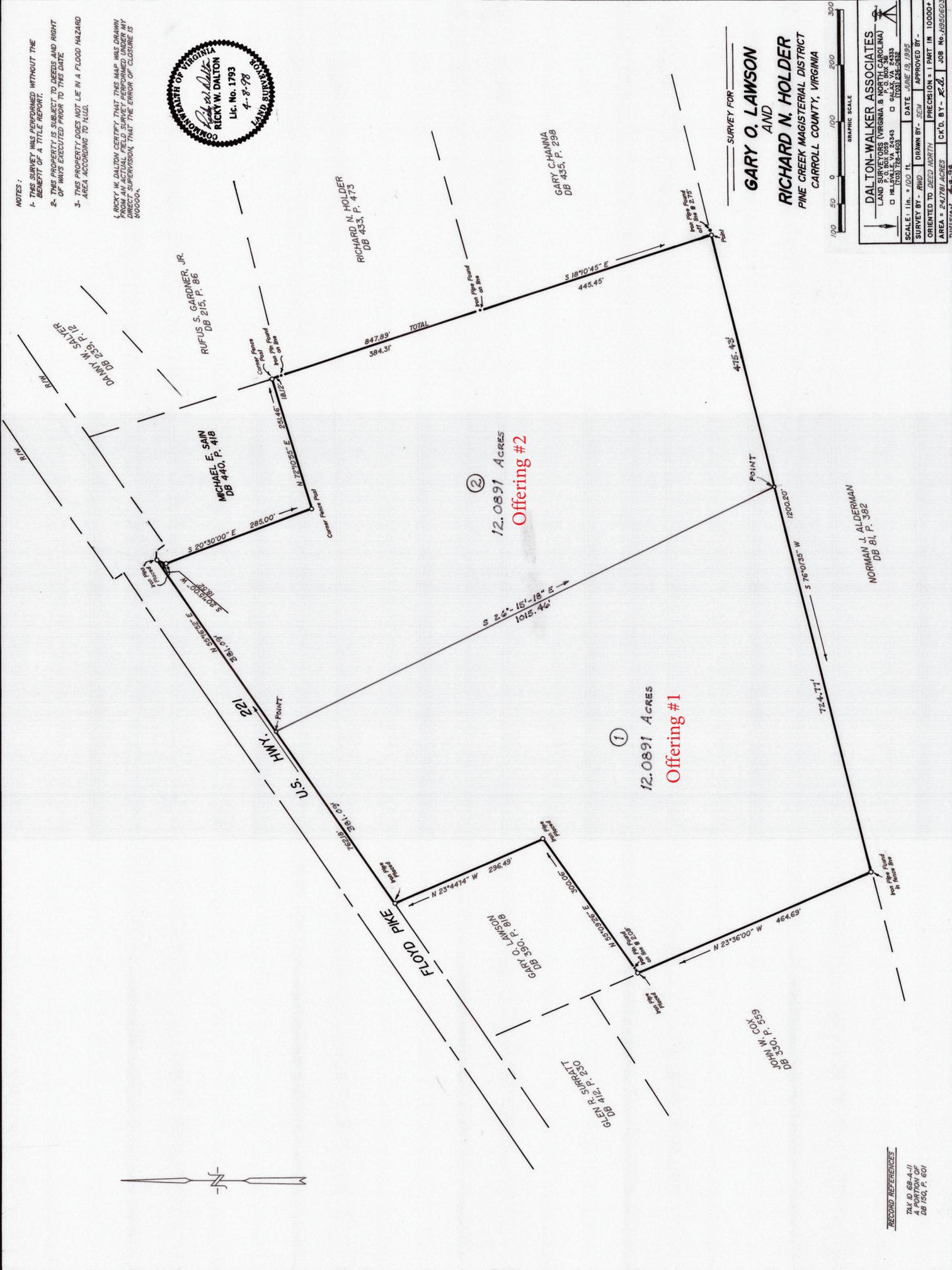
Location



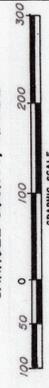
NOTES:

- 1- THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE REPORT.
- 2- THIS PROPERTY IS SUBJECT TO DEEDS AND RIGHT OF WAIVER EXECUTED PRIOR TO THIS DATE.
- 3- THIS PROPERTY DOES NOT LIE IN A FLOOD HAZARD AREA ACCORDING TO H.U.D.

I, RICKY W. DALTON CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL FIELD SURVEY PERFORMED UNDER MY SUPERVISION, THAT THE ERROR OF CLOSURE IS 400000.

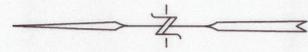


**GARY O. LAWSON
AND
RICHARD N. HOLDER**
PINE CREEK MAGISTERIAL DISTRICT
CARROLL COUNTY, VIRGINIA



DALTON-WALKER ASSOCIATES	
LAND SURVEYORS (VIRGINIA & NORTH CAROLINA)	
<input type="checkbox"/> H.L. DALTON, P. 1033 <input type="checkbox"/> H.L. WALKER, P. 1033 <input type="checkbox"/> R.W. DALTON, P. 1033	<input type="checkbox"/> G.O. LAWSON, P. 1793 <input type="checkbox"/> R.N. HOLDER, P. 1793
SCALE: 1 in. = 100 ft.	DATE: JUNE 19, 1995
SURVEY BY: RWD	DRAWN BY: SEM
APPROVED BY: _____	PRECISION: 1 PART IN 10000+
ORIENTED TO DEED NORTH	C.K.D. BY: RWD
AREA = 241781 ACRES	JOB No. H850203
SUN 10/24/95	

RECORD REFERENCES
TAX ID 68-4-1
A PORTION OF
DB 150, P. 601



Off Conveyance of Offering 3

RW-16
Revised 06/00

TAX ID#68-(A)-12

**PREPARED BY VDOT
UNDER SUPERVISION OF THE
OFFICE OF THE ATTORNEY GENERAL**

Exempted from recordation taxes
and fees under Sections 58.1-811(A)(3),
58.1-811(C)(4), 58.1-3315, 25-249,
42.1-70 and 17.1-279.D.

This Deed, made this 2nd day of October, 2000, by and between **George R. BAREFOOT**, hereinafter designated as Grantor (even though more than one), and the **COMMONWEALTH OF VIRGINIA**, Grantee,

WITNESSETH: In consideration of the sum of \$6,000.00 paid by the Grantee to the Grantor, receipt of which is hereby acknowledged, the Grantor hereby grants and conveys unto the Grantee in fee simple, with general warranty, the land located in Pine Creek Magisterial District, in the County of Carroll, and described as follows:

Being shown as Parcel 018 on Sheet 9 of the plans for Route 669 State Highway Project 0669-017-E36,RW201, beginning on the southwest (left) side of the relocated Route 669 construction baseline from the lands now or formerly belonging to Garry C. Hanna and Melva J. Hanna opposite approximate Station 223+17, to the lands now or formerly belonging to James G. Adams, Jr. at approximate Station 224+36, and containing 0.371 acre (0.150 hectare), more or less, land.

Together with the temporary right and easement to use the additional areas shown as being required for the proper construction of cut and/or fill slopes, containing 0.015 acre (0.006 hectare), more or less. Said temporary easement will terminate at such time as the construction of the aforesaid project is completed.

And being a part of the same lands acquired by the grantor from Richard N. Holder, et ux, by deed dated November 30, 1998 and recorded in Deed Book 546, Page 578 in the office of the Clerk of the ^{of the Circuit} Court

of said County.

For a more particular description of the land herein conveyed, reference is made to photocopy of Sheet No. 9, showing outlined in RED the land conveyed in fee simple, and in ORANGE the land conveyed for a temporary easement, which photocopy is hereto attached as a part of this conveyance and recorded simultaneously herewith in the State Highway Plat Book 9, Page 12.

The Grantor by the execution of this instrument acknowledges that the plans for the aforesaid project as they affect his property have been fully explained to him or his authorized representative.

The Grantor covenants that he is seized of the land in fee simple herein conveyed; that he has the right to convey the land to the Grantee; that he has done no act to encumber the land; that the Grantee shall have quiet possession of the land, free from all encumbrances, and that he will execute such further assurances of the land as may be requisite.

The Grantor covenants and agrees for himself, his heirs, successors and assigns, that the consideration hereinabove mentioned and paid to him shall be in lieu of any and all claims to compensation for land, and for damages, if any, to the remaining lands of the Grantor which may result by reason of the use to which the Grantee will put the land to be conveyed, including such drainage facilities as may be necessary.

WITNESS the following signature and seal:

 (SEAL)
George R. Barefoot

STATE OF North Carolina
CITY/COUNTY OF Mecklenburg

The foregoing instrument was acknowledged before me this 11 day of April, 2000, 2001
by George R. Barefoot. ✓

My Commission expires Aug 30 2004

Kimberly A Perry
Notary Public



INSTRUMENT #0102232
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
MAY 15, 2001 AT 12:45PM
CAROLYN H. HONEYCUTT, CLERK

BY: Mae M Wheatley (DC)
del. Cheryl Pagano



PARCEL NUMBER
68 A 14
Parent Parcel Number
Property Address
Neighborhood
900 Town of Hillsville
Property Class
1 I-Single Family Urban
TAXING DISTRICT INFORMATION
Jurisdiction 018
Area 001
District 06

OWNERSHIP
BAREFOOT SHELTON L &
BAREFOOT ZELDA G
1709 BAYLEAF TRAIL
RALEIGH, NC 27614
HWY 221
Date
03/17/2005 SASSER HAROLD GLENN Bk/Pg: 733, 142 \$0
03/13/2001 BAREFOOT GEORGE R Bk/Pg: 596, 788 \$179213
01/21/1998 Bk/Pg: 546, 0578 \$187000

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/1998	01/01/2004	01/01/2008	01/01/2013	01/01/2017	01/01/2021
Reason for Change	20	Reassessment	Reassessment	2013	2017	2021
VALUATION	19600	60400	90700	84600	96700	96700
0	0	0	0	0	0	0
T	19600	60400	90700	84600	96700	96700

Site Description

Topography: Rolling
Public Utilities: Electric
Street or Road: Paved
Neighborhood: Static
Zoning: 1 DV Developable Acreage
Legal Acres: 12.0890

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Adjusted Rate	Extended Value	Influence Factor	Value
Soil ID	-or- Actual Frontage	Effective Depth	Depth Factor	Base Rate			
15	12.0890	1.00	8000.00	8000.00	96700		96700

COMI: 68 - (A) - 14
TR01: TRANSFER 2001
TR05: TRANSFER 2005
Supplemental Cards
TRUE TAX VALUE 96700
Supplemental Cards
TOTAL LAND VALUE 96700

Date	OWNER	Bk/Pg
03/17/2005	SASSER HAROLD GLENN	\$0
03/13/2001	BAREFOOT GEORGE R	\$179213
01/21/1998		\$114846

OWNERSHIP
 BAREFOOT SHELTON L &
 BAREFOOT ZELDA G
 1709 BAYLEAF TRAIL
 RALEIGH, NC 27614
 HWY 221

PARCEL NUMBER
 68 A 14A
Parent Parcel Number
 68 A 14A
Property Address
 900 Town of Hillsville
Neighborhood
 900 Town of Hillsville
Property Class
 1 I-Single Family Urban
TAXING DISTRICT INFORMATION
 Jurisdiction 018
 Area 001
 District 06

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/1998	01/01/2004	01/01/2008	01/01/2013	01/01/2017	01/01/2021
Reason for Change	20	Reassessment	Reassessment	2013	2017	2021
VALUATION	19100	60400	90700	84600	120900	120900
0	0	0	0	0	0	0
T	19100	60400	90700	84600	120900	120900

Site Description

Topography: Rolling
 Public Utilities: Electric
 Street or Road: Paved
 Neighborhood: Static
 Zoning: 1 DV Developable Acreage
 Legal Acres: 12.0890

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Adjusted Rate	Extended Value	Influence Factor	Value
Soil ID	-or- Actual Frontage	Effective Depth	Depth Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor
14	12.0890	1.00	10000.00	10000.00	120900	120900	120900

COMI: 68 - (A) - 14A
 TR01: TRANSFER 2001
 TR05: TRANSFER 2005

Supplemental Cards
 TRUE TAX VALUE 120900

Supplemental Cards
TOTAL LAND VALUE 120900

PARCEL NUMBER 68 A 12
 Parent Parcel Number
 Property Address
 Neighborhood
 900 Town of Hillsville
 Property Class
 1 I-Single Family Urban
 TAXING DISTRICT INFORMATION
 Jurisdiction 018
 Area 001
 District 06

OWNERSHIP
 BAREFOOT SHELTON L &
 BAREFOOT ZELDA G
 1709 BAYLEAF TRAIL
 RALEIGH, NC 27614
 RD 669

OWNER
 03/17/2005 SASSER HAROLD GLENN Bk/Pg: 733, 142 \$0
 03/13/2001 BAREFOOT GEORGE R Bk/Pg: 596, 788 \$179213
 01/21/1998 Bk/Pg: 546, 0578 \$187000

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2002	01/01/2004	01/01/2008	01/01/2013	01/01/2017	01/01/2021
Reason for Change	Split	Reassessment	Reassessment	2013	2017	2021
VALUATION	14100	37600	75200	45100	45100	45100
0	0	1000	1000	1000	1000	1000
1	14100	38600	76200	46100	46100	46100

Site Description

Topography:
 Rolling
 Public Utilities:
 Street or Road:
 Paved
 Neighborhood:
 Static
 Zoning:
 1 DV Developable Acreage
 Legal Acres:
 7.5231

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	Acreage		-or-	Rate	Rate	Value	Factor	
Actual	Effective	Effective	Depth	Rate	Rate	Value		
Frontage	Frontage	Depth	Square Feet					
16	7.5231	1.00	6000.00	6000.00	6000.00	45100		45100

COMI: 68 - (A) - 12
 PT01: PROPERTY SPLIT 2001
 0.371 AC TO COMMONWEALTH OF VA DB 601-795 (5/15/01)
 AND DB 601-798 (5/15/01)
 TR01: TRANSFER 2001
 TR05: TRANSFER 2005

Supplemental Cards
 TRUE TAX VALUE 45100

Supplemental Cards
TOTAL LAND VALUE 45100

**ARTICLE VIII
Use Regulations**

§ 171-39. Permitted uses.

The uses, buildings and structures listed on the Table of Permitted Uses in § 171-41 of this Article are permitted in the districts indicated, subject to all other applicable provisions of this chapter. All other uses, buildings and structures are prohibited.

§ 171-40. Interpretation of table.

A. Key to table.

- (1) The letter "P" indicates the listed use, building or structure is permitted as a principal use, building or structure in the district.
- (2) The letter "A" indicates the listed use, building or structure is permitted as accessory to a permitted principal or conditional use in the district, as defined in § 171-8 of this chapter.
- (3) The letter "C" indicates the listed use, building or structure is permitted as a conditional use in the district, subject to the provisions of Article XVI of this chapter.

B. References. A reference in parenthesis following a listed use on the Table of Permitted Uses indicates the section of this chapter defining the term listed or other reference for purpose of clarification.

§ 171-41. Table of Permitted Uses. [Amended 5-10-2004; 6-14-2004; 2-11-2013]

The Table of Permitted Uses shall be as follows:

Use	Districts (see Article VII)								
	A-1	R-1	R-2	MHP	NC	CC	GC	I	L
Accessory uses and structures	A	A	A	A	A	A	A	A	A
Agricultural uses	P								
Auto graveyard								C	
Automotive service						P	P	P	
Clinic					P	P	P	P	
Community education	P	P				P	P		
Construction equipment sales, service and rental								P	
Construction sales and service							P	P	

Use	Districts (see Article VII)								
	A-1	R-1	R-2	MHP	NC	CC	GC	I	L
Contractor's business and storage yard								P	
Dwelling, incidental [Amended 11-27-2000]					C	A	C		
Dwelling, multifamily			P						
Dwelling, single-family	P	P	P	P					
Dwelling, two-family	P	P	P	P					
Entertainment and recreation, indoor							P		
Financial institution					P	P	P	P	
Home occupation	A	A	A	A		A			
Hospital							P		
Kennel or veterinary facility	C						P	P	
Laboratory or research and development						P		P	
Library		C	C	C		C			
Manufactured (mobile) home				P					
Manufacturing, light industrial						P		P	
Manufacturing, heavy industrial								P	
Mobile unit, commercial or office				C	C		C		
Office					P	P	P	P	
Off-street parking and loading (see Articles XII and XIII)	A	A	A	A	A	P,A	A	A	
Place of worship	P	P	P	P		P	P		
Private recreation facility	A	A	A	A		A	A	A	
Public use or building						P	P	P	

Use	Districts (see Article VII)								
	A-1	R-1	R-2	MHP	NC	CC	GC	I	L
Public park or playground	C	C	C	C		C	P		
Public landfill									P
Restaurant						P	P	P	
Retail stores and shops					P	P	P	P	
Semi-transient residential						P	P		
Signs (see also Article XIV)	A	A	A	A	A	A	A	A	
Transient lodgings						P	P	P	
Utility facilities	P	P	P	P	P	P	P	P	
Buildings or transmission lines	C	C	C	C	C	C	C	C	
Warehouse Type 1								P	
Warehouse, Type 2						P	P		
Wholesale sales							P	P	

No title search has been performed in the preparation of this Deed.

THIS DEED OF GIFT, made this 27 day of October, 2003, by and between **HAROLD GLENN SASSER**, herein called Grantor, and **SHELTON L. BAREFOOT AND ZELDA G. BAREFOOT**, husband and wife, 1709 Bayleaf Trail, Raleigh, North Carolina 27614, herein called, Grantees.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the love and affection the Grantor herein has for the Grantees herein, the Grantor does hereby grant and convey unto the Grantees, as tenants by the entirety with the right of survivorship as at common law, in fee simple absolute, with **GENERAL WARRANTY OF TITLE** and **MODERN ENGLISH COVENANTS**, all of his interest in those certain lots, pieces or parcels of land, lying and being in the **Pine Creek Magisterial District** of Carroll County, Virginia, described as follows:

TRACT 1 - TAX MAP #68-A-14:

***BEGINNING** at a point on the southern side of U. S. Highway 221, Floyd Pike, corner to Tract 3 herein; thence with U. S. Highway 221, N. 55-16-52 E., 381.09 feet to an iron pin placed; thence leaving U. S. Highway 221, S. 20-15-00 W., 18.52 feet to an iron pin placed; thence S. 20-30-00 E. 285.00 feet to a corner fence post; thence N. 72-10-55 E. 251.46 feet to a corner fence post; thence S. 18-10-45 E., 18.12 feet to an iron pin found; thence S. 18-10-45 E. 829.77 feet to a point; thence S. 76-01-35 W. 475.43 feet to a point; thence N. 26-15-18 W., 1,015.46 feet to the point of the **BEGINNING**, containing **12.0891 acres** as shown on survey by Ricky W. Dalton, L.S., Dalton-Walker Associates, dated April 8, 1998, Job No. H950603.*

THOMAS M. JACKSON, JR.
ATTORNEY AT LAW
HILLSVILLE, VA 24343

TRACT 2 - TAX MAP #68-A-12:

BEGINNING at an iron pin placed on the western side of Virginia State Route 669, Hardscuffle Road, corner to land of Rufus S. Gardner, Jr.; thence with Virginia State Route 669, S. 10-16-35 E., 387.33 feet to an iron pipe found; thence leaving Virginia State Route 669, S. 75-50-46 W. 866.81 feet to an iron pipe found; thence N. 18-10-45 W. 384.31 feet to an iron pin found; thence N. 75-39-16 E. 919.98 feet to the point of the **BEGINNING**, containing **7.8941 acres** as shown on survey by Ricky W. Dalton, L. S., Dalton-Walker Associates, dated July 2, 1998, Job No. H98071.

The above described Tracts 1 and 2 being the same land conveyed to Harold Glenn Sasser, the Grantor herein, by Deed dated March 5, 2001 duly recorded in the Office of the Clerk of the Circuit Court of Carroll County, Virginia on March 13, 2001 in Deed Book 596 at Page 788. Reference to the aforesaid deed being given for further chain of title.

TRACT 3 - TAX MAP #68-A-14A:

BEGINNING at a point on the southern line of the right of way of U. S. Highway 221, corner to Tract 1 herein; thence with a line of Tract 1 herein, S. 26-15-18 E., 1,015.46 feet to a point, corner to Tract 1 herein and also a corner to the land of Norman J. Alderman; thence with a line of the Alderman land, S. 76-01-35 W. 724.77 feet to an iron pipe found in fence line, corner to the Alderman land and also a corner to the land of John W. Cox; thence with a line of the Cox land, N. 23-36-00 W., 464.69 feet to an iron pipe placed, corner to the Cox land and also a corner to the land of Gary O. Lawson; thence with a line of the Lawson land the following coordinates: N. 55-09-26 E., 300.06 feet to an iron pipe placed; thence N. 23-44-14 W., 296.49 feet to an iron pipe placed on said southern line of the right of way of U. S. Highway 221; thence with said right of way line, N. 55-16-52 E. 381.09 feet to the point of the **BEGINNING**, containing **12.0891 acres**, more or less, and being Tract 1 as shown on plat of survey by Ricky W. Dalton, L. S., Dalton-Walker Associates, dated June 19, 1995, and revised April 8, 1998, Job No. H950603, and being the same land conveyed to Harold Glenn Sasser, the Grantor herein, by Deed dated March 5, 2001 duly recorded in the Office of the Clerk of the Circuit Court of Carroll County, Virginia on March 13, 2001 in Deed Book 596 at Page 788. Reference to the aforesaid deed being given for further chain of title.

THOMAS M. JACKSON, JR.
ATTORNEY AT LAW
HILLSVILLE, VA 24343

BK 733PG144

There is further conveyed that utility easement along the eastern line of a creek running through remaining lands of Gary Lawson, as set forth in a deed dated November 9, 1998, to George R. Barefoot, of record in Clerk's Office of the Circuit Court of Carroll County, Virginia in Deed Book 546, at Page 582.

TRACT 4 - TAX MAP #68-A-17:

BEGINNING at a 2" iron pipe found in the southerly 66' right of way of U. S. Highway 221 (Floyd Pike), corner to lands of Elmer Stone; thence with said right of way, N. 55-24-02 E., 49.97 feet to an iron pin found; thence leaving said right of way, S. 23-31-34 E., 200.03 feet to an iron in found; thence N. 55-23-17 E., 250.79 feet to an iron pin found; thence S. 23-51-54 E. 97.86 feet to an iron pipe placed; thence S. 23-36-00 E., 464.69 feet to an iron pipe found in fence line in the Norman J. Alderman line; thence with the Alderman line, S. 75-07-51 W., 299.74 feet to an iron pin placed, corner to Elmer Stone; thence leaving the Alderman line and with the Stone line, N. 23-31-34 W. 659.64 feet to the point of the **BEGINNING**, containing **3.6975 acres**, and being Tract 3 as shown on plat of survey by Ricky W. Dalton, L. S., Dalton-Walker Associates, P. C., dated November 5, 1998, Job No. H980701, and being the same land conveyed to Harold Glenn Sasser, the Grantor herein by Deed dated March 5, 2001 duly recorded in the Office of the Clerk of the Circuit Court of Carroll County, Virginia on March 13, 2001 in Deed Book 596 at Page 788. Reference to the aforesaid deed being given for further chain of title.

There is further conveyed that 50' right of way across the front of the property with the right of maintenance, as set forth in the Office of the Clerk of the Circuit Court of Carroll County, Virginia in Deed Book 322, at Page 339.

This conveyance is made subject to all duly recorded easements, conditions, restrictions, agreements, and such other matters of record as they may lawfully apply to the property hereby conveyed or any part thereof, and to such a state of facts which an actual physical inspection of the premises may reveal.

To have and to hold the above described parcel of land, together with the privileges and appurtenances thereunto belonging or in anywise appertaining.

THOMAS M. JACKSON, JR.
ATTORNEY AT LAW
HILLSVILLE, VA 24343

BK 733PG145

This Deed of Gift is exempt from recordation tax pursuant to Section 58.1-311 D of the Code of Virginia, 1950 as amended.

WITNESS the following signature and seals:

 (SEAL)
HAROLD GLENN SASSER

STATE OF NC

COUNTY OF Wake, To-wit:

I, Eileen Folger, a

Notary Public in and for the State and County aforesaid, certify that **HAROLD GLENN SASSER**, Grantor to the foregoing Deed of Gift bearing date of the 27 day of October, 2003, this day personally appeared before me in my County and State aforesaid and acknowledged the same.

Given under my hand this 27 day of October, 2003.


NOTARY PUBLIC

My Commission Expires:

August 1, 2007

Delivered to

Shelton D. Bruford

INSTRUMENT #0501307
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
MARCH 17, 2005 AT 12:29PM
CAROLYN H. HONEYCUTT, CLERK

RECORDED BY: KXP

THOMAS M. JACKSON, JR.
ATTORNEY AT LAW
HILLSVILLE, VA 24343

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **October 14, 2022**, between Shelton Barefoot Estate by and through Carolyn Hicks, Executor owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____

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

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

1. Parcel ID #68-A-14A; Tax ID #29155; Consisting of +/-12.089 acres
TBD Floyd Pike, Hillsville, VA
2. Parcel ID # 68A-14; Tax ID #11591; Consisting of +/- 12.089 acre
TBD Floyd Pike, Hillsville, VA
3. Parcel ID #68-A-12; Tax ID #10834, Consisting of +/-7.5231 acres
TBD Hardscuffle RD., Hillsville, VA

2. Purchase Price: The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

_____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

3. Deposit. Purchaser has made a deposit with the Auction Company, of **\$10,000 per offering** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

4. Settlement Agent and Possession. Settlement shall be made at _____ on or before **November 28th, 2022** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

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 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

Seller's Initials _____

Purchaser's Initials _____

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 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.

Seller's Initials _____

Purchaser's Initials _____

(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.

(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

Seller's Initials _____

Purchaser's Initials _____

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 redecoration tax applicable to grantor's. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of Special 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.

Seller's Initials _____

Purchaser's Initials _____

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

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

Seller's Initials _____

Purchaser's Initials _____

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

Shelton Barefoot Estate by and through Carolyn Hicks, Executor (Seller) 10/14/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 10/14/2022

Purchaser Name

Address

Phone # Email

(Purchaser signature) 10/14/2022

Seller's Initials _____

Purchaser's Initials _____