



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 – Chad & Kimberly Quesenberry Living Trust

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

AUCTION DATE – Friday, September 15th, 2023 at 3 PM

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

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

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

OFFERING –

Legally described as:

Offering 1 – 104.58 Acres and Improvements

Carroll County- Tax ID 26-A-16A; DB 1005 PG 397 (23.32 AC)

Floyd County – Tax ID 60-108A; DG 15-0000649 (2.86 AC)

Carroll County – Tax ID 26-A-16A; DB 1005 PG 397 (12.33 AC)

Floyd County – Tax ID 60-108F; DG-15 0000649 (15.39 AC)

Carroll County – Tax ID 26-A-16D; DB 1158 PG 739 (16.1 AC)

Floyd County – Tax ID 60-108G; DBS 21-0000522 (11.62 AC)

Carroll County – Tax ID 26-A-16; DB 1012 PG 855 (11.74 AC)

Carroll County – Tax ID 26-A-16C; DB 1102 PG 855 (11.22 AC)

More Commonly Known As: 420 Borderline Rd. NW, Willis, VA 24380 (OFFERING 1)

Offering 2 – 29.42 Acres and improvements

Tax ID 26-A-14; DB 1012 PG 855 (29.419 AC)

More commonly known as 530 Daisy Lane, Dugspur, VA 24325 (OFFERING 2)

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, September 15th, 2023 at 3 PM (EST)**

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

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

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at 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 **\$20,000 per offering** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Tuesday, October 31, 2023**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the

right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.

- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 18) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

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

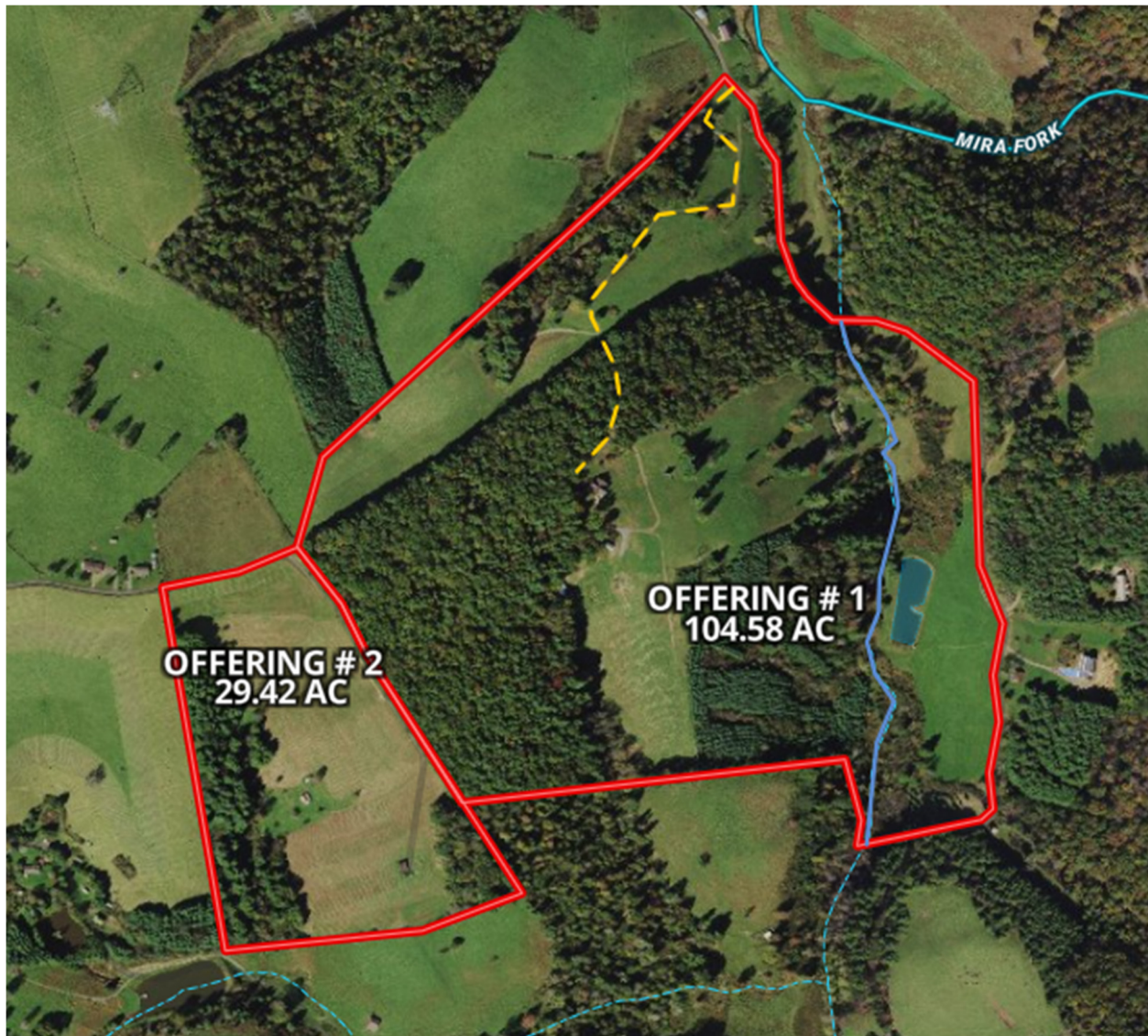
Individual State License #'s

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

Firm State License #'s

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

Aerial



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



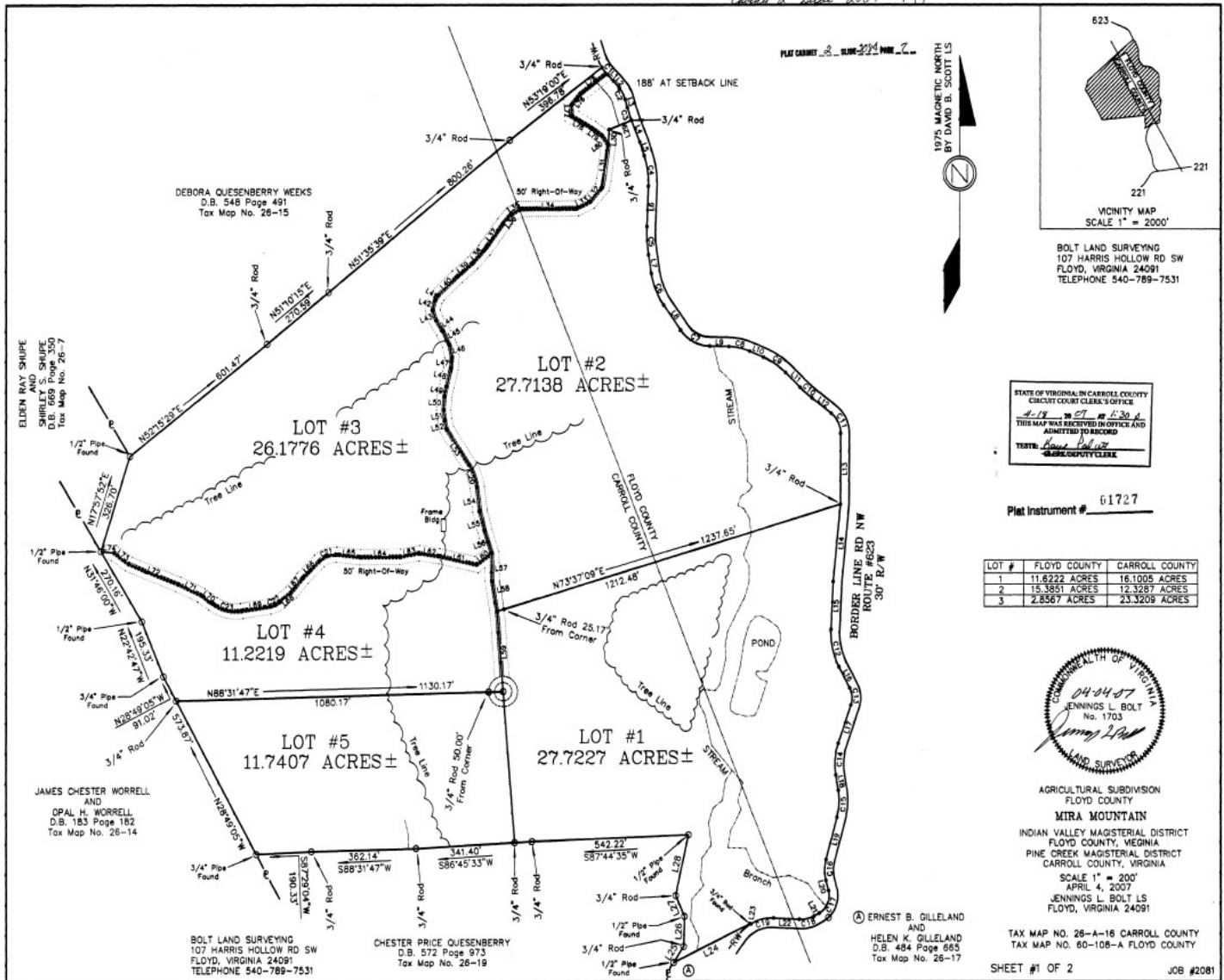
Auction Services

Survey - Offering # 1

104.58 Acres

5 Tracts

Calcut 2 Mile 2014 Pa 1





Auction Services

Survey - Calls

OWNER'S STATEMENT:

THIS IS TO CERTIFY THAT THE AGRICULTURAL SUBDIVISION SHOWN ON THIS PLAT OF SURVEY IS IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED OWNERS THEREOF.

WALTER SCOTT MCSWAIN III ANTONIA L. GIOFFI-MCSWAIN
COUNTY/STATE TO-WIT:
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 11 DAY OF June 2007
BY WALTER SCOTT MCSWAIN III AND ANTONIA L. GIOFFI-MCSWAIN.
MY COMMISSION EXPIRES October 31, 2012

JENNINGS L. BOLT LS
NOTARY PUBLIC

SOURCE OF TITLE:

THIS IS TO CERTIFY THAT THE PROPERTY EMBRACED WITHIN THE LIMITS OF THE HERON SHOWN PLAT IS THE LAND ACQUIRED BY WALTER SCOTT MCSWAIN III AND ANTONIA L. GIOFFI-MCSWAIN RECORDED IN DEED BOOK 753 PAGE 336 IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF CARROLL COUNTY, VIRGINIA AND AS INSTRUMENT NO. 050002715 IN THE CLERKS OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA IN WHICH THE ABOVE REFERRED TO DEEDS ARE THE LAST INSTRUMENTS IN THE CHAIN OF TITLE TO SAID LAND

JENNINGS L. BOLT LS

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF ALL OF THE REQUIREMENTS OF THE BOARD OF SUPERVISORS AND ORDINANCES OF THE COUNTY OF FLOYD, VIRGINIA REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY HAVE BEEN COMPLIED WITH.

GIVEN UNDER MY HAND THIS 11 DAY OF June 2007
JENNINGS L. BOLT LS
LICENSED SURVEYOR

THIS PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A DESIGNATED FLOOD HAZARD ZONE. (THIS PROPERTY IS IN FLOOD ZONE "X").

THIS PROPERTY IS TO HAVE A FRONT BUILDING SETBACK OF 60' FROM THE CENTERLINE OF RTE. #623.

THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.

THE ACCESS WAYS ARE NOT STREETS APPROVED BY VDOT AND WILL NOT BE MAINTAINED BY VDOT. ANY DRIVE OR ROAD WITHIN THE R-O-W SHALL BE MAINTAINED BY ADJACENT LANDOWNERS IN PASSABLE CONDITION IN ALL WEATHER BY EMERGENCY VEHICLES.

THESE LOTS HAVE NOT HAD A SEPTIC SYSTEM LAYOUT, NOR HAVE THERE BEEN SOIL STUDIES, NOR PERCOLATION TEST MADE TO LOCATE ANY SEPTIC SYSTEM UPON THIS PROPERTY. THESE LOTS HAVE NOT BEEN APPROVED FOR A PRIVATE WATER AND/OR WASTEWATER SYSTEM.

FLOYD COUNTY

CERTIFICATE OF APPROVAL:
THIS AGRICULTURAL SUBDIVISION IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE COMMITTED TO RECORD.

(DATE) 4/11/07 (SIGNED) [Signature]
CHAIRMAN OR AGENT, COUNTY BOARD OF SUPERVISORS
(DATE) 4/11/07 (SIGNED) [Signature]
EXCL. COORDINATOR

LINE DATA FOR ROUTE #623

NUM	BEARING	DISTANCE
L1	S44°35'45"E	27.39'
L2	S41°13'56"E	32.67'
L3	S16°01'29"E	28.26'
L4	S22°09'22"E	76.47'
L5	S18°53'42"E	48.45'
L6	S2°14'25"W	132.38'
L7	S91°33'30"E	81.77'
L8	S35°36'54"E	100.42'
L9	S88°47'27"E	66.39'
L10	S67°18'06"E	50.83'
L11	S46°04'17"E	69.28'
L12	S52°45'00"E	82.94'
L13	S00°07'04"W	232.54'
L14	S8°41'08"W	234.16'
L15	S2°42'29"W	157.16'
L16	S27°58'55"E	78.94'
L17	S19°00'33"W	132.87'
L18	S9°38'49"E	50.30'
L19	S15°17'05"W	144.19'
L20	S14°41'20"E	34.79'
L21	S62°46'32"E	20.00'
L22	S87°05'14"E	89.47'
L23	N79°34'55"W	3.65'
L24	S64°08'35"W	293.47'
L25	N33°32'52"E	64.07'
L26	N1°44'08"E	98.94'
L27	N2°44'00"W	72.97'
L28	N12°32'33"E	204.04'

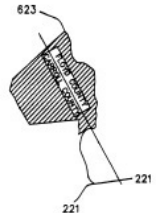
CURVE DATA FOR ROUTE #623

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C1	10°46'38"	31.79'	169.00'	S39°22'25"E	31.74'
C2	25°12'27"	40.82'	93.00'	S28°37'43"E	40.59'
C3	6°07'52"	44.09'	412.00'	S19°05'25"E	44.07'
C4	21°09'53"	102.32'	277.00'	S8°20'31"E	101.74'
C5	11°27'55"	92.05'	460.00'	S3°29'33"E	91.90'
C6	26°23'23"	113.77'	247.00'	S22°25'12"E	112.76'
C7	53°10'32"	117.87'	127.00'	S62°12'10"E	113.68'
C8	21°29'20"	73.89'	197.00'	S78°02'46"E	73.45'
C9	21°13'48"	93.00'	251.00'	S56°41'12"E	92.47'
C10	6°40'47"	53.88'	483.00'	S49°24'41"E	53.95'
C11	52°52'19"	76.59'	83.00'	S26°18'50"E	73.90'
C12	30°41'24"	126.33'	235.85'	S12°36'13"E	124.83'
C13	46°59'28"	58.64'	71.50'	S4°29'11"E	57.01'
C14	28°39'21"	104.85'	209.65'	S4°40'52"W	103.77'
C15	24°55'53"	89.42'	205.50'	S2°49'08"W	88.72'
C16	29°56'25"	68.53'	131.00'	S01°7'53"W	67.75'
C17	77°27'51"	85.85'	63.50'	S24°02'36"W	79.48'
C18	30°06'13"	52.07'	99.00'	S77°50'39"W	51.48'
C19	32°12'29"	81.51'	145.00'	S78°48'31"W	80.44'

LINE DATA FOR ENTRANCE

NUM	BEARING	DISTANCE
L29	S69°12'08"W	82.87'
L30	S33°21'11"W	49.60'
L31	S82°33'00"W	141.21'
L32	S41°18'03"W	63.95'
L33	S65°08'07"W	50.65'
L34	S89°37'11"W	196.00'
L35	S60°19'12"W	34.88'
L36	S42°23'00"W	40.34'
L37	S37°17'18"W	108.85'
L38	S43°25'13"W	58.60'
L39	S50°22'26"W	69.45'
L40	S46°53'00"W	59.47'
L41	S34°36'27"W	19.16'
L42	S15°02'06"W	34.43'
L43	S19°27'41"E	34.38'
L44	S33°46'22"E	45.80'
L45	S25°31'37"E	49.24'
L46	S12°11'35"E	41.03'
L47	S51°43'30"W	35.67'
L48	S14°21'30"W	60.49'
L49	S12°16'55"W	35.05'
L50	S40°02'07"W	44.30'
L51	S70°21'17"E	32.14'
L52	S11°59'56"E	32.13'
L53	S33°20'29"E	143.21'
L54	S72°27'29"E	77.10'
L55	S14°11'46"E	68.83'
L56	S18°31'44"E	78.94'
L57	S04°25'50"E	92.94'
L58	S94°13'35"E	99.51'
L59	S4°36'15"E	263.65'
L60	S54°06'52"W	64.80'
L61	N77°51'50"W	132.11'
L62	N81°33'58"W	70.36'
L63	S79°46'03"W	67.52'
L64	S89°38'11"W	136.83'
L65	N84°19'29"W	83.09'
L66	S45°42'43"W	80.60'
L67	S40°13'56"W	61.50'
L68	S51°34'21"W	46.30'
L69	S81°36'45"W	98.91'
L70	N55°05'51"W	47.53'
L71	N85°53'13"W	88.10'
L72	N68°41'29"W	183.82'
L73	N54°36'53"W	63.64'
L74	N85°20'38"W	44.99'
L75	S53°19'00"W	112.85'
L76	S40°11'28"W	47.04'
L77	S1°43'52"E	36.12'
L78	S60°44'47"E	78.20'
L79	S55°05'05"E	44.36'
L80	S36°31'34"E	36.45'

PLAT COUNTY # 11-2004 PAGE 8



VICINITY MAP
SCALE 1" = 2000'

CURVE DATA FOR ENTRANCE

NUM	DELTA	ARC	RADIUS	BEARING	DISTANCE
C20	25°12'27"	40.82'	170.00'	S20°23'59"E	78.15'
C21	49°57'47"	65.40'	75.00'	S70°41'37"W	63.35'
C22	30°02'23"	41.94'	80.00'	S66°35'33"W	41.46'
C23	43°17'24"	105.78'	140.00'	N76°44'33"W	103.28'

1975 MAGNETIC NORTH
BY DAVID G. SCOTT LS



STATE OF VIRGINIA IN CARROLL COUNTY
CIRCUIT COURT CLERK'S OFFICE
4-18-07 AT 11:31
THIS MAP WAS RECEIVED IN OFFICE AND
ADMITTED TO RECORD
TESTE: [Signature]
CLERK-DEPUTY CLERK

Plat Instrument # 61728

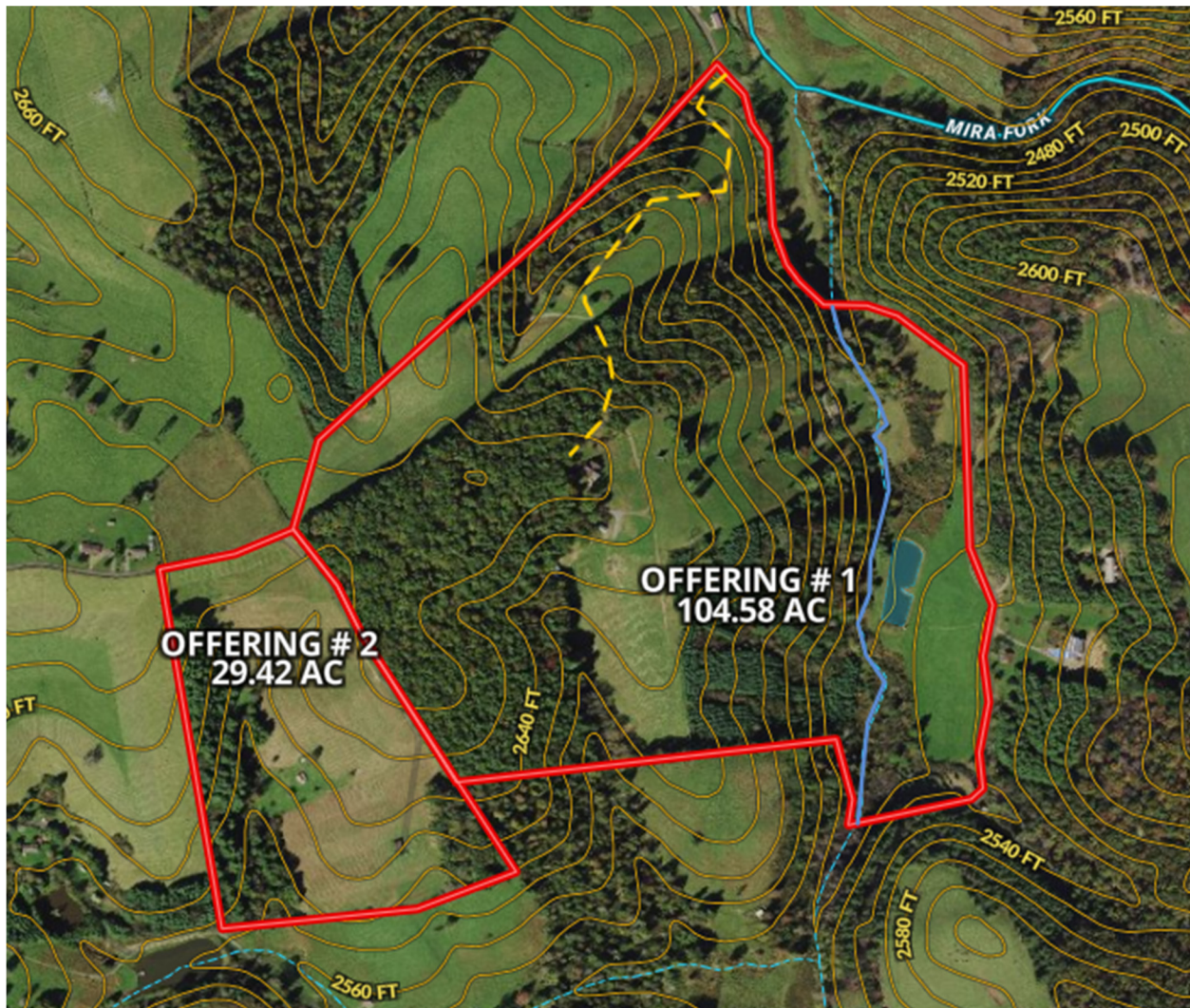


AGRICULTURAL SUBDIVISION
FLOYD COUNTY
MIRA MOUNTAIN
INDIAN VALLEY MAGISTERIAL DISTRICT
FLOYD COUNTY, VIRGINIA
PINE CREEK MAGISTERIAL DISTRICT
CARROLL COUNTY, VIRGINIA
SCALE 1" = 200'
APRIL 4, 2007
JENNINGS L. BOLT LS
FLOYD, VIRGINIA 24091

BOLT LAND SURVEYING
107 HARRIS HOLLOW RD SW
FLOYD, VIRGINIA 24091
TELEPHONE 540-789-7531

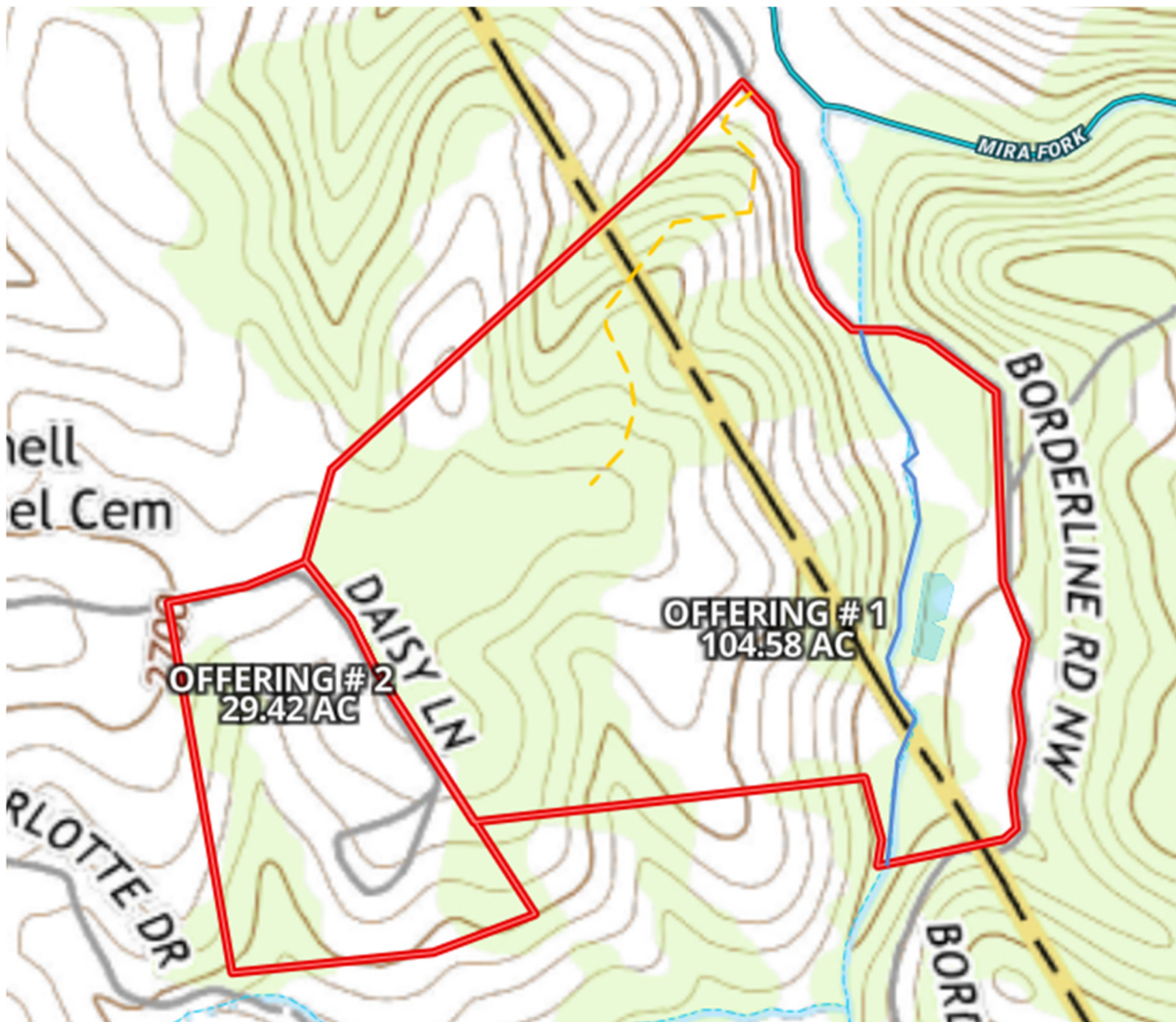
TAX MAP NO. 26-A-16 CARROLL COUNTY
TAX MAP NO. 60-108-A FLOYD COUNTY
SHEET #2 OF 2 JOB #2081

Contour



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

Topo



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



Neighborhood

420 Borderline Road NW,
Willis, VA 24380





Location

420 Borderline Road NW,
Willis, VA 24380



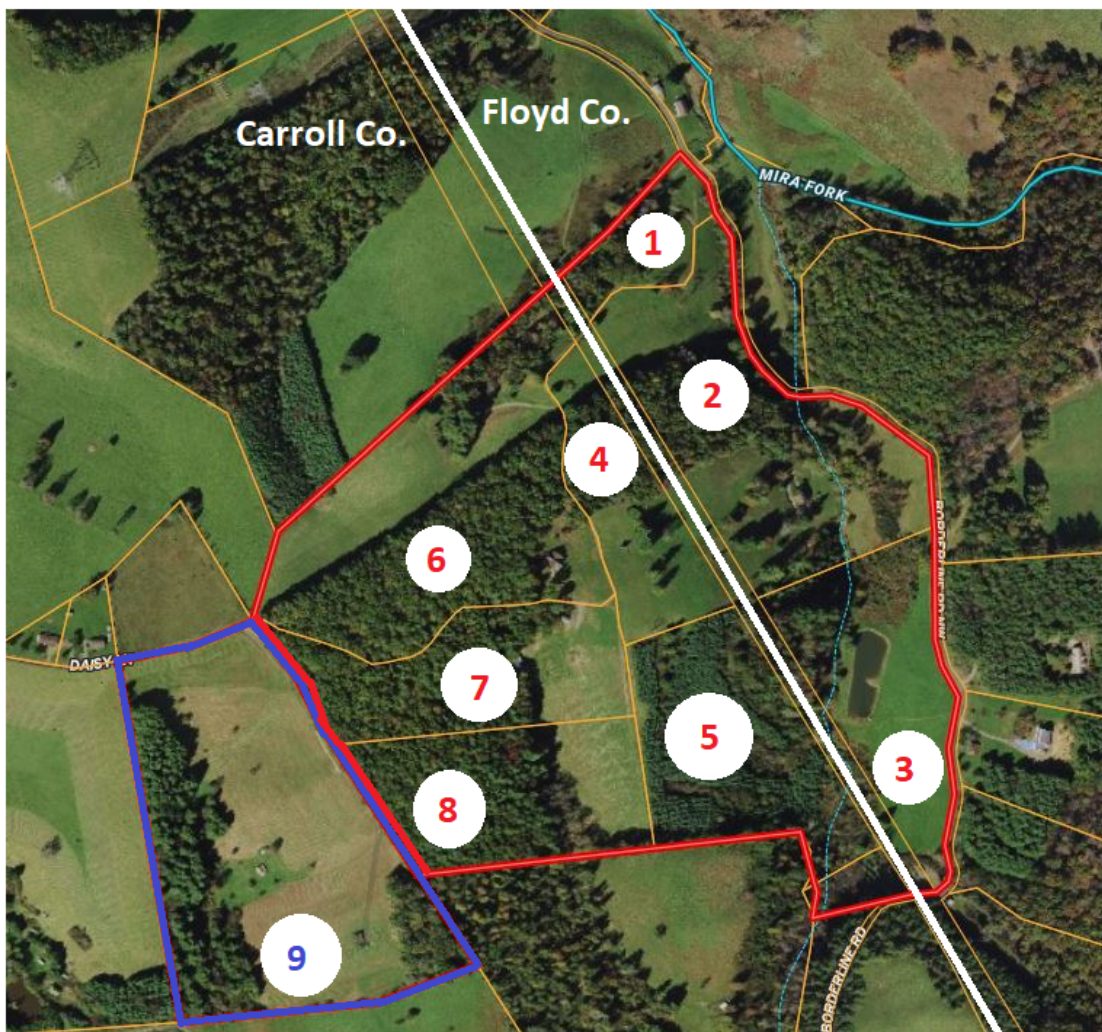
Tax ID Map Illustration

Offering # 1 - 8 Tax Map Parcels - 420 Borderline Road, NW Willis VA

- 1.) Floyd County Tax Map # 60-108A, 2.86 AC (Entry)
- 2.) Floyd County Tax Map # 60-108F, 15.39 AC (Cabin)
- 3.) Floyd County Tax Map # 60-108G, 11.62 AC (Pond)
- 4.) Carroll County Tax Map # 26-A-16D, 16.1 AC (Wooded Land)
- 5.) Carroll County Tax Map # 26-A-16A, 12.33 AC (Wooded / Open Land)
- 6.) Carroll County Tax Map # 26-A-16B, 23.32 AC (Timberframe Home)
- 7.) Carroll County Tax Map # 26-A-16C, 11.22 AC (Greenhouse / Shed)
- 8.) Carroll County Tax Map # 26-A-16, 11.74 AC (Wooded / Open Land)

Offering # 2 - 1 Tax Map Parcel

- 9.) Carroll County Tax Map # 26-A-14, 29.42 AC (Barn, Sheds)



Refer to survey for complete detail for Offering # 1


Carroll County VA GIS - Google Carroll County VA GIS, or
https://www.carrollcountyva.gov/maps_gis/index.php

Floyd County VA GIS - Google Floyd County VA GIS, or
<https://floydcova.interactivegis.com/login/>

OFFERING #1 Data Sheet

420 Borderline RD, Willis, VA 24380		\$1,500,000 418726 Residential Active	
<div style="display: flex; align-items: center;"> <div> <p><i>Provided as a courtesy of</i></p> <p>Bailey Underwood</p> <p>UC/Blue Ridge Land & Auction</p> <p>PO Box 234 102 South Locust St.</p> <p>Floyd VA 24091</p> <p>info@nrvhomeslandforsale.com</p> </div> </div> <div style="display: flex; justify-content: space-around; margin-top: 10px;"> </div>		<div style="display: flex; justify-content: center; align-items: center; margin-top: 10px;"> <div style="margin-left: 10px;"> <h2 style="margin: 0;">AUCTION</h2> </div> </div>	
Start Showing Date		Contingency 2	
HOA None		HOA Annual Dues	
Owner/Agent No		HOA Fee Includes	
Property Sub-Type	Detached	Condo Level	
Modular	No	Manufactured	No
Bedrooms	3	Primary on Main	Yes
Half Baths	1	Apx Ttl Fin SqFt	3,886
Apx Main SqFt Unfin		Apx Lower SqFt Fin	0
Apx Upper SqFt Fin	0	Apx Upper SqFt Unfin	0
Apx Bsmt SqFt Unfin	0	Total Gross Building Area	
Source-Year Built	P	Apx Acreage	104.580
Cable/Internet Company	Citizens	Is the Water On?	Yes
Levels	1	# Rooms	10
Full Baths	2	Apx Main SqFt	2,142
Apx Lower SqFt Unfin	0	Apx Lower SqFt Fin	0
Apx Bsmnt SqFt Fin	1,744	LotSize	4555504.8
Year Built	2017	Is the Power On?	Yes
Area	Floyd County	Subdivision	None
Parcel Nbr	60.108A	Taxes	\$10,218.00
Lease Expire Date		Rent per Month	
Short Sale	No	Lender or Govt Ownd	No
School District	Floyd	Estate?	No
High School	Floyd County	Elementary School	Willis
Public Remarks Auction Property: List price may not reflect final sales price. List price is starting bid and non-reflective of value. PROPERTY SHOWN BY APPOINTMENT ONLY. Auction property is being sold in 2 separate offerings. This is known as OFFERING #1. This property features a beautiful custom timber frame home and +/-104.58 acres for sale in Floyd and Carroll County, VA. The custom timber frame home is high-quality construction, with multiple upgrades, and is in excellent condition. Construction was completed in 2017. It has a total of 3,866 square feet of living area on two levels. Featuring 3 bedrooms and 2.5 baths. The great room has a vaulted ceiling with exposed timbers, oak hardwood floors, and custom cabinetry entertainment center. Property adjoins Offering #2 530 Daisy Lane, Dugspur, VA 24325 which is 29.42 acres of Farmland			
Legal Description Tax Map # 60-108A; DG 15-0000649			
Directions Directions From Floyd, VA- From the stoplight, take Route 221 S. Take right onto Borderline Road at Floyd / Carroll County line. Property on left at 420 Borderline Road NW, Willis, VA 24380 Directions from Hillsville, VA- Take 221 N. Take left onto Borderline Road at Carroll / Floyd County line. Property on left at 420 Borderline Road NW, Willis, VA 24380			
Roofing		Exterior Finish	Cement-Composite, Other - See
Basement	Finished, Full, Walk Out	Style/Struct/Home	Craftsman
Flooring		Land Description	
Heating	Heat Pump	Appearance	
Water	Well	Possession	At Closing
Water Heater	Electric	Financing	
Sewer	Septic		
Attic	None		
Fireplace	Living Room	Appliances	Dishwasher, Dryer/Electric, Microwave, Oven, Range/Gas, Refrigerator, Washer
		Interior Ftrs	
		Exterior Ftrs	Deck, Gravel Driveway, Porch, Storage Shed, Patio
		Garage/Carprt	Double Detached
Room Name	Level	Length Width	Remarks
Room Name	Level	Length Width	Remarks
Closing Date	7/24/2023	Days On Market	2
List Date		Closing Price	
Pending/Contract Dt		Status Change Date	7/24/2023
List Price	\$1,500,000	How Sold	

OFFERING #2 Data Sheet

530 Daisy LN, Dugspur, VA 24325				\$90,000 418727 Land Active
 Provided as a courtesy of Bailey Underwood UC/Blue Ridge Land & Auction PO Box 234 102 South Locust St. Floyd VA 24091 info@nrvhomeslandforsale.com		 		
Start Showing Date		Other Closing Info		Contingency 2
HOA	None	HOA Ann Dues		
Owner/Agent	No	HOA Fee Incl		
LotSize		Apx Acreage	29.420	Is the Water On?
Is the Power On?		Cable/Internet Company		
Area	Carroll County	Subdivision	None	Zoning
Parcel Nbr	26.A.14	Taxes	\$520.97	Tax Year
Year Assessed		Price Per Acre	\$3,059.14	Lender or Govt Ownd
School District	Floyd	Elementary School	Willis	Middle School
High School	Floyd County			None
Buyer Agent	2.00	Buyer Agent Type	%	Sub-Agent
Sub-Agent Type	%			0.00
Public Remarks	Auction Property: List price may not reflect final sales price. List price is starting bid and non-reflective of value. PROPERTY SHOWN BY APPOINTMENT ONLY. Auction property is being sold in 2 separate offerings. This is known as OFFERING #2. Property features +/- 29.42 acres of farmland. This property is mostly open with great views, building sites, and farmland. Great for recreation, farming, or building a country home. It has a stream, pond, barn, outbuildings, and an old home. Enjoy peaceful country views within an easy commute to Floyd, Hillsville, Christiansburg and Roanoke, VA. Ideal residence and property for farming and/or recreation such as hunting, hiking, and fishing in the Blue Ridge Mountains. Don't miss your opportunity to own this beautiful country property! Property adjoins Offering #1 420 Borderline Rd., Floyd, VA which is +/-104.58 and 3,866 sq ft Custom Timber Frame Home.			
Legal Description	Tax ID 26-A-14; DB 1012 PG 855 (29.419 AC)			
Directions	From Floyd VA: From the stoplight, take Route 221 S. Take right onto Indian Valley Road right after Floyd / Carroll County line and Dugspur Deli - Mart. Right on Daisy Lane. 530 Daisy Lane, Dugspur, VA 24325 From Hillsville VA: Take 221 N. Take left onto Indian Valley Road right before Dugspur Deli - Mart. Right on Daisy			
Type of Property	Best Use		Misc	
Seller Information: Seller Concessions	Single/Double Wide N			
Seller Repairs	Location			
Land Info: Apx Cleared Acres			Utilities	
Apx Pasture Acres				
Apx Tillable Acres	Topography			
Land Info: Apx Timber Acres				
Land Info: Apx Wooded Acres				
List Date	7/24/2023	Days On Market	2	List Price
Closing Date		Closing Price		How Sold
Pending/Contract Dt		Status Change Date	7/24/2023	

TRANSFER OF OWNERSHIP		
Date		
12/22/2014	ALLRED DAVID WAYNE &	Bk/Pg: 1005, 397 \$133500
06/30/2008	MCSWAIN WALTER SCOTT III &	Bk/Pg: 848, 191 \$190000

AGRICULTURAL

VALUATION RECORD

Assessment Year	01/01/2009	01/01/2013	01/01/2017	01/01/2017	01/01/2021
Reason for Change	Split	2013	2017	NC Compl	2021
VALUATION	I 70000	81600	103100	103100	108100
0	B 0	0	87200	410700	436100
	T 70000	81600	190300	513800	544200

Site Description

Topography:
Rolling

Public Utilities:

Street or Road:
Paved

Neighborhood:
Static

Zoning:
Legal Acres:
23.3176

Land Type

1 31 Rural Land
2 9V View Homesite

LAND DATA AND CALCULATIONS

Rating Soil ID	Measured -or- Acreage	Table	Prod. Factor -or- Depth Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
Actual Frontage	Effective Frontage	Effective Depth	Square Feet	Rate	Value			
8	22.3176		1.00	3500.00	3500.00	78100		78100
6	1.0000		0.00	30000.00	30000.00	30000	SV	30000

NC16: NEW CONSTRUCTION 2016
COMPLETED NC PRORATED FOR 9 MO IN 2017 - FINAL 3/27/17

RC16: REASSESSMENT NEW CONSTRUCTION
DWELLING BUILT 30% COMPLETE 9/6/16 GA

TR08: TRANSFER 2008
DEED CALLS FOR 26.1776 ACRES BUT 2.86 ACRES BEING
TAXED IN FLOYD COUNTY - PLAT ON FILE

TR14: TRANSFER 2014

Supplemental Cards

TRUE TAX VALUE

108100

Supplemental Cards

TOTAL LAND VALUE

108100

Style: 112 Conventional
Occupancy: Single family
Story Height: 1.0
Finished Area: 4438
Attic: None
Basement: 1/2

```
Material: Comp sh to 235#
Type: Gable
Framing: Std for class
Pitch: Medium 5/12-8/12
```

Slab B
Sub and joists 1.0, 1.5
Base Allowance 1.5
Ceramic tile B, 1.0
Hardwood-std oak B 1.0

Composition siding	1.0
Stone	B, 1.0
Wood siding	1.5

Drywall
B, 1.0, 1.5

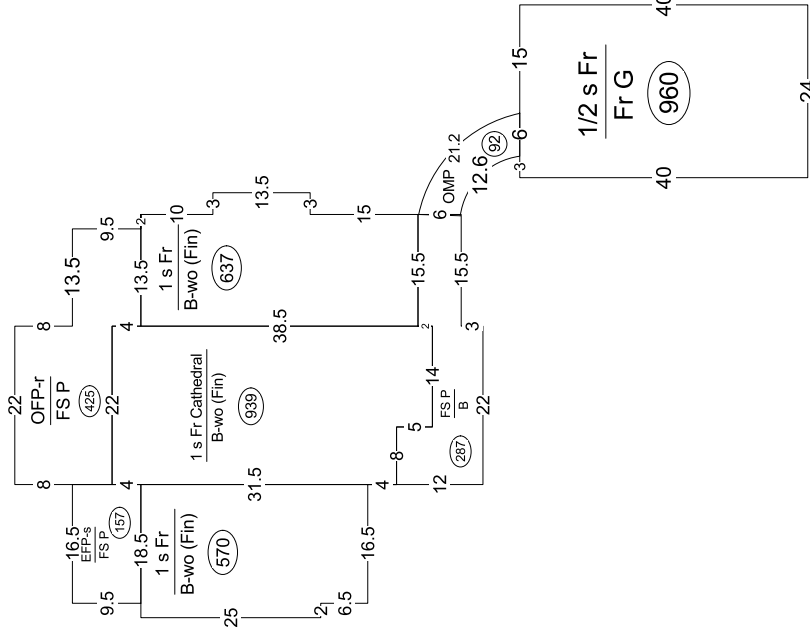
10	Finished Rooms
2	Bedrooms
1	Formal Dining Rooms
	Fireplaces: 2

Primary Heat: Heat pump	Lower	Full	Part
	/Bsmt	1	Upper
Air Cond	1716	2146	0
			576

4 Fixt. Baths	1	4
3 Fixt. Baths	1	3
2 Fixt. Baths	1	2
Kit Sink	1	1
Water Heat	1	1
TOTAL	11	11

Amount	Date
--------	------

01



Description	Value
D : 10DESGFP	3875
FPG	1975
SWL-PRIV	0

Year	Eff	Base	Feat-	Adj	Size	Computed	PhysObs	Market	%
Const	Year	Rate	ures	Rate	Area	Value	Depr	Adj	Comp
2016	G	0.00	Y	0.00	5539	449330	1	7	102
2016	AV	4.93	N	4.93	15x 40	4730	0	0	100
2016	G	19.61	N	31.38	15x 30	14120	0	0	100

MC: 12/17/2019

Neiah 100 AV

TOTAL IMPROVEMENT VALUE



PROPERTY

Parcel Information

Parcel Record Number (PRN)	11029	Town/District	INDIAN VALLEY
Account Name	CHAD QUESENBERRY LIVING TRUST &		
Account Name 2	KIMBERLY QUESENBERRY LIV TRUST		
Care Of			
Address1	530 DAISY LN		
Address2			
City, State Zip	DUGSPUR, VA 24325		
Business Name	PEAK PLACE MOUNTAIN PROPERTIES		
Location Address(es)	RT 623		VA

Map Number

Map Insert	Double Circle	Block	Parcel Number
060			108A

Total Acres	2.86
Deed	DG-15-0000649
Will	NONE
Plat	NONE
Route	623
Legal Desc 1	MIRA FORK LOT 3 PC3-355 & PC3-356
Legal Desc 2	
Zoning	
State Class	SFR SUBURBAN
Topology	
Utilities	NONE

Assessed Values

Type	Current Value (2024)	Previous Value (2023)
Land	\$10,000	\$10,000
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$10,000	\$10,000

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
QUESENBERRY CHAD OR KIMBERLY	\$0	DEED OF GIFT-15-0000649	1	05/06/2015
ALLRED DAVID W OR NANCY A	\$16,500	DEED BARGAIN SALE-14-0002203	1	12/31/2014
MCSWAIN WALTER SCOTT III OR ANTONIA L CI	\$9,500	DEED BARGAIN SALE-08-0001585	1	07/02/2008
WYNN CECIL R ET UX	\$151,548	DEED BARGAIN SALE-05-0002715	1	10/11/2005
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
1	RURAL LAND	2.86	\$3,500	\$10,000

Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
No data to display									

PROPERTY

Parcel Information

Parcel Record Number (PRN) 16967 Town/District INDIAN VALLEY

Account Name CHAD QUESENBERRY LIVING TRUST &

Account Name 2 KIMBERLY QUESENBERRY LIV TRUST

Care Of

Address1 530 DAISY LN

Address2

City, State Zip DUGSPUR, VA 24325

Business Name

Location Address(es) RT 628 VA

Map Number

Map Insert Double Circle Block Parcel Number

060 108G

Total Acres 11.62

Deed DBS-21-0000522

Will NONE

Plat NONE

Route 628

Legal Desc 1 MIRA FORK LOT 1 PC3-355 AND PC3-356

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2024)	Previous Value (2023)
Land	\$52,300	\$52,300
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$52,300	\$52,300

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
CAMDEN DANIEL MCCLUNG OR	\$76,800	DEED BARGAIN SALE-21-0000522	1	03/11/2021
MCSWAIN WALTER SCOTT III OR ANTONIA C	\$48,000	DEED BARGAIN SALE-12-0000285	1	02/16/2012
WYNN CECIL R ET UX	\$151,548	DEED BARGAIN SALE-05-0002715	1	10/11/2005

Land Segments

Seg	Description	Size	AdjRate	Value
1	RURAL LAND	11.62	\$4,500	\$52,300

Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
-----	-------------	-------	-------	------	----------	--------	--------------	---------	-------

No data to display

PROPERTY

Parcel Information

Parcel Record Number (PRN)16966Town/DistrictINDIAN VALLEY

Account NameCHAD QUESENBERRY LIVING TRUST &

Account Name 2KIMBERLY QUESENBERRY LIV TRUST

Care Of

Address1530 DAISY LANE

Address2

City, State ZipDUGSPUR, VA 24325

Business Name

Location Address(es)

328 BORDERLINE RD

FT 623

VA

Map Number

Map Insert060

Double Circle

Block

Parcel Number108F

Total Acres15.39

DeedDG-15-0000649

WillNONE

PlatNONE

Route

Legal Desc 1MIRA FORK LOT 2 PC3-355-356

Legal Desc 2

Zoning

State ClassSFR SUBURBAN

Topology

UtilitiesNONE

Assessed Values

Type	Current Value (2024)	Previous Value (2023)
Land	\$57,300	\$57,300
Main Structures	\$0	\$0
Other Structures	\$86,400	\$86,400
TOTALS	\$143,700	\$143,700

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
QUESENBERRY CHAD OR KIMBERLY		DEED OF GIFT-15-0000649	1	05/06/2015
MCSWAIN WALTER SCOTT III ET UX	\$170,000	DEED BARGAIN SALE-07-0002521	1	10/16/2007
WYUNN CECIL R ET UX	\$151,547	DEED BARGAIN SALE-05-0002715	1	10/11/2005

Land Segments

Seg	Description	Size	AdjRate	Value
-----	-------------	------	---------	-------

1	PASTURELAND	11.39	\$4,500	\$51,300
2	SWAMP	4.00	\$1,500	\$6,000

Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	GARAGE/APT	GARAGE/APT	NO GRADE	1,728	\$50.00	MANUAL	1.00	2008	\$86,400

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
26 A 16C
Parent Parcel Number
26 A 16
Property Address
Neighborhood
100 COUNTY NORTH EAST
Property Class
2 2-Single Family Sub(.01-19.99)
TAXING DISTRICT INFORMATION
Jurisdiction 018
Area 001
District 03

OWNERSHIP

QUESENBERRY CHAD TRUSTEE &
QUESENBERRY KIMBERLY TRUSTEE
530 DAISY LN
DUGSPUR, VA 24325-4010
RD 623
TRACT 4

Tax ID 35423

TRANSFER OF OWNERSHIP

Date		
05/01/2015	QUESENBERRY CHAD &	Bk/Pg: 1012, 855
02/04/2014	BOLDUC THOMAS E	\$0 Bk/Pg: 985, 313
05/20/2011	MCSWAIN WALTER SCOTT III &	\$60000 Bk/Pg: 921, 680 \$60600

Printed 03/03/2023

Card No. 1 of 1

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2012	01/01/2013	01/01/2017	01/01/2021
Reason for Change	Split	2013	2017	2021
VALUATION	I 33700	44900	39300	39300
0	B 0	0	0	400
	T 33700	44900	39300	39700

Site Description

Topography:
Rolling
Public Utilities:

Street or Road:
Paved

Neighborhood:
Static

Zoning:
Legal Acres:
11.2219

LAND DATA AND CALCULATIONS

Land Type	Rating Soil ID	Measured -or- Acreage	Table	Prod. Factor -or- Depth Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1 31 Rural Land	8	11.2219	1.00	3500.00	3500.00	39300	39300		39300

TR11: TRANSFER 2011
PLAT ON FILE
TR14: TRANSFER 2014
TR15: TRANSFER 2015
1/2 INTEREST TO CHAD QUESENBERRY LIVING TRUST AND 1/2 INTEREST TO
KIMBERLY QUESENBERRY LIVING TRUST BY DB 1012-855 DATED 5/1/15

Supplemental Cards
TRUE TAX VALUE

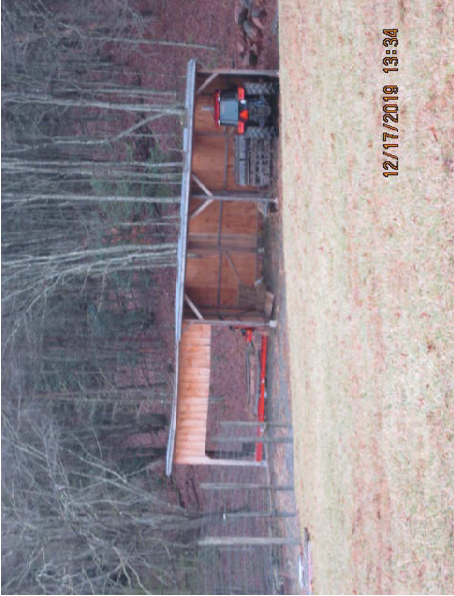
Supplemental Cards
TOTAL LAND VALUE

39300

PHYSICAL CHARACTERISTICS

IMPROVEMENT DATA

- 01
- 02



12/17/2019 13:34

SPECIAL FEATURES

SUMMARY OF IMPROVEMENTS

Description	Value	ID	Use	Stry Hgt	Const Type	Grade	Year Const	Eff Const	Base Rate	Feat- ures	Adj Rate	Size or Area	Computed Value			PhysObsolMarket %			Value		
													Value	Depr	Comp	Adj	SV	0	SV	100	Value
01 EQUIPSHD	0.00	1		0.00	1	C	1		AV	0.00	N	2.00	32x 21	1340	0	SV	0	100			0
02 ATTSHED	0.00	1		0.00	1				AV	0.00	N	2.00	19x 10	380	0	SV	100	100			400

(LCM: 100.00)

Data Collector/Date
JE 12/17/2019

Appraiser/Date
MC 12/17/2019

Neighborhood
Neigh 100 AV

Supplemental Cards
TOTAL IMPROVEMENT VALUE

400

ADMINISTRATIVE INFORMATION

PARCEL NUMBER

26 A 16

Parent Parcel Number

Property Address

Neighborhood

100 COUNTY NORTH EAST

Property Class

2-Single Family Sub(.01-19.99)

TAXING DISTRICT INFORMATION

Jurisdiction 018

Area 001

District 03

Tax ID 12512

OWNERSHIP

QUESENBERRY CHAD TRUSTEE &
 QUESENBERRY KIMBERLY TRUSTEE
 530 DAISY LN
 DUGSPUR, VA 24325-4010
 RD 623

TRANSFER OF OWNERSHIP

Date _____

05/01/2015	QUESENBERRY CHAD &	Bk/Pg: 1012, 85
08/23/2013	MCSWAIN WALTER SCOTT III &	\$0
10/03/2005	WYNN CECIL R & BONNIE V	\$35000
01/01/2000		\$173453
		Bk/Pg: 289, 082
		\$0

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2004	01/01/2008	01/01/2009	01/01/2012	01/01/2013	01/01/2017	01/01/2021
Reason for Change	Reassessment	Reassessment	Split	Split	2013	2017	2021
VALUATION							
o	98300	187200	117200	83500	41100	41100	41100
e	0	0	0	0	0	0	0
t	98300	187200	117200	83500	41100	41100	41100

Site Description

Topography:
Rolling

Public Utilities:

Street or Road:
Paved

Neighborhood:
Static

Zoning:
Legal Acres:
11.7407

LAND DATA AND CALCULATIONS

Land Type	Rating		Measured		Table	Prod. Factor		Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
	Soil ID	-or- Acreage	Actual	-or- Effective		Depth Factor	Square Feet					
1 31 Rural Land	8	11.7407				1.00	3500.00	3500.00	41100	41100		41100

COM1: 26 -(A) - 16
 TP0707: PROPERTY SPLIT 2007
 ACCEPAGE PER NEW SURVEY DATED 04/04/07 - FLOYD COUNTY
 WILL TAX 23.864 ACRES--PER MAGGIE SUTPHIN - COR
 12.3287 AC AC FLOYD (15.3851 AC FLOYD) TO CHAD & KIMBERLY
 QUESENBERRY BY DB 825-653 DATED 10/23/2007
 TP0808: PROPERTY SPLIT 2008
 26.1776 AC TO DAVID WAYNE & NANCY A ALIRED BY DB 848-1911
 DATED 06/30/2008 (23.3176 AC CARROLL & 2.86 AC FLOYD)
 TP1101: PROPERTY SPLIT 2011
 111.2219 ACRES TO THOMAS E BOLDUC BY DB 921-680
 DATED 05/20/2011
 TP1212: PROPERTY SPLIT 2012
 27.7227 AC TO DANIEL MCCLUNG & WANDA SUE COX CAMDEN
 BY DB 937-578 DATED 02/16/2012 (16.1038 AC IN CARROLL &
 11.6189 AC IN FLOYD)
 TP1301: PROPERTY SPLIT 2013

Supplemental Cards

TRUE TAX VALUE 41100

Supplemental Cards
TOTAL LAND VALUE 41100

ADMINISTRATIVE INFORMATION

PARCEL NUMBER
26 A 16A
Parent Parcel Number
26 A 16
Property Address
Neighborhood
100 COUNTY NORTH EAST
Property Class
2 2-Single Family Sub(.01-19.99)
TAXING DISTRICT INFORMATION
Jurisdiction 018
Area 001
District 03

OWNERSHIP

QUESENBERRY CHAD TRUSTEE &
QUESENBERRY KIMBERLY TRUSTEE
530 DAISY LN
DUGSPUR, VA 24325-4010
RD 623

Tax ID 34316

TRANSFER OF OWNERSHIP

Date	
05/01/2015	QUESENBERRY CHAD & Bk/Pg: 1012, 855 \$0
10/23/2007	MCSWAIN WALTER SCOTT III & Bk/Pg: 825, 653 \$170000

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2008	01/01/2013	01/01/2017	01/01/2021
Reason for Change	Reassessment	2013	2017	2021
VALUATION	I 37000	49300	43200	43200
0	B 0	0	0	12800
	T 37000	49300	43200	56000

Site Description

Topography:

Public Utilities:

Street or Road:

Neighborhood:

Zoning:
Legal Acres:
12.3287

LAND DATA AND CALCULATIONS

Land Type	Rating Soil ID -or- Actual Frontage	Measured Acreage -or- Effective Frontage	Table Depth Effective Depth	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1 31 Rural Land	8	12.3287		1.00	3500.00	3500.00	43200		43200

LAND: 15.3851 IN FLOYD CO
PT07: PROPERTY SPLIT 2007
PLAT ON FILE
TR15: TRANSFER 2015
1/2 INTEREST TO CHAD QUESENBERRY LIVING TRUST AND 1/2 INTEREST TO
KIMBERLY QUESENBERRY LIVING TRUST BY DB 1012-855 DATED 5/1/15

Supplemental Cards
TRUE TAX VALUE
43200

Supplemental Cards
TOTAL LAND VALUE
43200

<div> <div>PHYSICAL CHARACTERISTICS</div> <div>IMPROVEMENT DATA</div> </div>	<div> <div>01</div> <div>16 PANELS</div> <div>  </div> </div>	<div> <div> <div> <div> <div>SPECIAL FEATURES</div> <div> <div>Description</div> <div>Value</div> </div> </div> <div> <div>01</div> <div>SOLARPNL</div> <div>0.00</div> <div>1</div> <div>C</div> <div>2019</div> <div>AV</div> <div>0.00</div> <div>N</div> <div>0.00</div> <div>0.00</div> <div>0</div> <div>0</div> <div>0</div> <div>0</div> <div>SV</div> <div>0</div> <div>100</div> <div>12800</div> </div> </div> </div> <div> <div> <div>SUMMARY OF IMPROVEMENTS</div> <div> <div> <div> <div> <div>ID</div> <div>Use</div> <div>Stry Hgt</div> <div>Const Type</div> <div>Grade</div> <div>Year</div> <div>Eff Const</div> <div>Base Rate</div> <div>Feat-ures</div> <div>Adj Rate</div> <div>Size or Area</div> <div>Computed Value</div> <div>PhysObsol</div> <div>Market %</div> <div>Depr</div> <div>Depr Adj</div> <div>Comp Value</div> </div> </div> <div> <div>01</div> <div>SOLARPNL</div> <div>0.00</div> <div>1</div> <div>C</div> <div>2019</div> <div>AV</div> <div>0.00</div> <div>N</div> <div>0.00</div> <div>0.00</div> <div>0</div> <div>0</div> <div>0</div> <div>0</div> <div>SV</div> <div>0</div> <div>100</div> <div>12800</div> </div> </div> </div> </div> <div> <div> <div> <div> <div>Data Collector/Date</div> <div>JE 12/17/2019</div> </div> <div> <div>Appraiser/Date</div> <div>MC 12/17/2019</div> </div> <div> <div>Neighborhood</div> <div>Neigh 100 AV</div> </div> <div> <div>Supplemental Cards</div> <div>TOTAL IMPROVEMENT VALUE</div> </div> </div> <div> <div>12800</div> </div> </div> </div> </div></div>
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26 A 16A

Property Class:

LCM: 100.00)

OWNERSHIP

QUESENBERRY CHAD TR &
QUESENBERRY KIMBERLY TR
530 DAISY LN
DUGSEUR, VA 24325
RD 623

Tax ID 35607

Printed 03/03/2023

Card No. 1 of 1

TRANSFER OF OWNERSHIP

Date

03/05/2021

02/16/2012

CAMDEN DANIEL MCCLUNG &
MCSWAIN WALTER SCOTT III &

Bk/Pg: 1158, 739
\$83200
Bk/Pg: 937, 578
\$120000

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2013	01/01/2017	01/01/2021
Reason for Change	2013	2017	2021
VALUATION	I 64400	56400	56400
0	B 0	0	0
	T 64400	56400	56400

Site Description

Topography:
Rolling

Public Utilities:

Street or Road:
Paved

Neighborhood:
Static

Zoning:
1 31 Rural Land

Legal Acres:
16.1038

LAND DATA AND CALCULATIONS

Land Type	Rating Soil ID	Measured -or- Actual Frontage	Effective Depth	Table	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1 31 Rural Land	8	16.1038			1.00	3500.00	3500.00	56400		56400

TR12: TRANSFER 2012
16.1038 ACRES IN CARROLL & 11.6189 ACRES IN FLOYD
PLAT ON FILE
TR21: TRANSFER 2021

Supplemental Cards
TRUE TAX VALUE

56400

OWNERSHIP

QUESENBERRY CHAD TRUSTEE &
QUESENBERRY KIMBERLY TRUSTEE
530 DAISY LN
DUGSPUR, VA 24325-4010
OFF RD 622

TRANSFER OF OWNERSHIP

Date

05/01/2015	QUESENBERRY CHAD &	Bk/Pg: 1012, 855
07/31/2013	WORRELL JAMES CHESTER &	\$0 Bk/Pg: 973, 502 \$90300
01/01/2000		Bk/Pg: 183, 0182 \$0

AGRICULTURAL

VALUATION RECORD

Assessment Year	01/01/1998	01/01/2004	01/01/2008	01/01/2013	01/01/2014	01/01/2017	01/01/2021
Reason for Change	20	Reassessment	Reassessment	2013	C of E	2017	2021
VALUATION	I 24100	35900	88300	85300	88300	88300	88300
0	B 4500	4500	5400	5000	5000	3500	3500
	T 28600	40400	93700	90300	93300	91800	91800

Site Description

Topography: Rolling	LAND DATA AND CALCULATIONS						
Public Utilities: Electric	Rating Soil ID	Measured -or- Acreage	Table	Prod. Factor -or- Depth Factor			
Street or Road: Unpaved	Actual Frontage	Effective Frontage	Effective Depth	Square Feet	Base Rate	Adjusted Rate	Extended Value
Neighborhood: Static	Land Type		Land Type		Influence Factor		
Zoning: Legal Acres: 29.4190	2 31 Rural Land	10	29.4190	1.00	3000.00	3000.00	88300
							88300

COM1: 26 -(A) - 14																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																								
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PHYSICAL CHARACTERISTICS

Style: 112 Conventional
Occupancy: Single family
Story Height: 1.0
Finished Area: 649
Attic: None
Basement: None
ROOFING
Material: Metal
Type: Gable
Framing: Std for class
Pitch: Not available
FLOORING
Sub and Joists 1.0
Wood 1.0
EXTERIOR COVER
Wood siding 1.0
INTERIOR FINISH
Drywall 1.0
ACCOMMODATIONS
Finished Rooms 4

HEATING AND AIR CONDITIONING

Primary Heat: Forced hot air-oil
Lower Full Part
/Bsmt 1 Upper Upper

PLUMBING

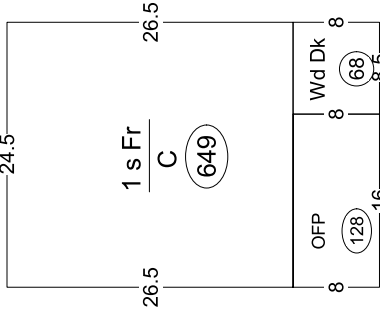
Kit Sink # 1
Water Heat 1 1
TOTAL 2

REMODELING AND MODERNIZATION

Amount Date

IMPROVEMENT DATA

01



NO BATH-HAS PRIVY

02

2020 UNLIVEABLE

SUMMARY OF IMPROVEMENTS

SPECIAL FEATURES

Description	Value	ID	Use	Stry Hgt	Const Year	Eff Cond	Base Rate	Feat- ures	Adj Rate	Size or Area	Computed Value			PhysObsolMarket %			Value		
											Value	Depr	Depr	Adj	Comp	Value	Depr	Depr	Value
D :FLUE	1000	D	DWELL	0.00	E	1900	P	0.00	Y	0.00	649	43420	0	SV	0	100	3200	0	100
		01	UTLISHED	0.00	1		P	0.00	N	0.00	20x 20	0	0	NV	0	100	0	0	100
		02	POLESHED	0.00	1	1	AV	0.00	N	1.00	16x 20	320	0	SV	100	100	300	0	300

(LCM: 100.00)

Supplemental Cards
TOTAL IMPROVEMENT VALUE

Neighborhood
Neigh 100 AV

Appraiser/Date
MC 12/17/2019

Data Collector/Date
JE 12/17/2019

3500



12/17/2019 13:42

Property Class: 26 A 14
530 DAISY L

This instrument prepared by: Timothy J. Tolbert, Esquire (VSB #27726)
 When recorded, return to: Timothy J. Tolbert, Esquire (VSB #27726)
 Title Insurance Company: Unknown
 Tax Map #: 26-A-16 (Carroll); 60-108G (Floyd)
 Consideration: \$83,200 Carroll County; \$76,800 Floyd County;
 \$160,000 total
 Assessment: \$56,400 Carroll County; \$52,300 Floyd County

**NO TITLE EXAMINATION PERFORMED
 BY THE PREPARER OF THIS DOCUMENT
 THEREFORE, THE ATTORNEY PREPARING THIS DOCUMENT MAKES NO
 REPRESENTATION AS TO THE STATUS OR CHAIN OF TITLE THERETO.**

THIS DEED made this 3rd day of March 2021, by and between **DANIEL MCCLUNG CAMDEN** and **WANDA SUE COX CAMDEN**, husband and wife, as Grantors; and **CHAD QUESENBERY** and **KIMBERLY QUESENBERY**, Trustees ("Trustee", under the provisions of a Trust dated October 24, 2013, in the name of the **CHAD QUESENBERY LIVING TRUST**), and **CHAD QUESENBERY** and **KIMBERLY QUESENBERY**, Trustees ("Trustee", under the provisions of a Trust dated October 24, 2013, in the name of the **KIMBERLY QUESENBERY LIVING TRUST**), (the "Trust Agreements"), 530 Daisy Lane, Dugspur, Virginia 24325, as Grantees.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantors do hereby grant and convey, with General Warranty and English Covenants of Title, unto the trustees, the following described property located in the **Pine Creek Magisterial District** of Carroll County, Virginia, and the **Indian Valley Magisterial District** of Floyd County, Virginia, and more particularly described as follows:

BEING **Lot #1**, containing **27.7227 acres**, more or less, as shown on that certain plat of survey entitled "**MIRA MOUNTAIN**", prepared by Jennings L. Bolt, LS, dated April 4, 2007, Job #2081, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument #070000953, and further being of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Plat Cabinet 2, Slide 2084, Pages 7 and 8, to which plat reference is here made for a more particular description of the subject parcel of real estate; and being that real property conveyed

DELIVERED TO

Kimberly Quesenberry

*Kimberly Quesenberry
 530 Daisy Lane
 Dugspur, VA 24325*

*Mailed
 3-12-21*

which plat reference is here made for a more particular description of the subject parcel of real estate; and being that real property conveyed to Daniel McClung Camden and Wanda Sue Cox Camden, husband and wife, from Walter Scott McSwain, III, and Antonia L. Cioffi-McSwain, husband and wife, by Deed dated February 16, 2012, said Deed being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument #120000285, and further being of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 937, Page 578.

Together with a non-exclusive perpetual easement of right of way fifty (50) feet in width to and from the above-described property and Route #623 (Border Line Road) shown and designated as "50' Right-Of-Way" on the above-described plat of survey, as retained by the Grantors herein in Floyd County Instrument #070002521 and #080001585, and Carroll County Deed Book 825, Page 653, Deed Book 848, Page 191, and Deed Book 921, Page 680.

This conveyance is made subject to a 50' easement of right of way for ingress and egress from Route #623, as shown on the aforesaid plat of survey.

This conveyance is further made subject to restrictions set forth in Deed Book 937, Page 578.

This conveyance is further made subject to any other easements, restrictions, and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired by a time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

TO HAVE AND TO HOLD the Property in fee simple, upon the trustee and for the uses and purposes set forth herein and in the Trust Agreement, including the following:

Full power and authority is hereby granted to the Trustee and their successors to protect and conserve the Property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to any grantee, with or without consideration; to mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time,

for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of the trust have been complied with, (c) to inquire into the authority, necessity or expediency of any act of Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement creating said trust. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder; (a) that at the time of the delivery thereof the said trust was in full force and effect, (b) that such instrument was executed in accordance with the trust, terms and conditions thereof and of the said Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

The Trustee shall have no individual liability or obligation whatsoever arising from Trustee's ownership as Trustee of the legal title to the Property, or with respect to any act done or contract entered into or indebtedness incurred by said Trustee in dealing with said Property, or in otherwise acting as Trustee, except only so far as said Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails, and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title, or interest, legal

or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

This Deed is governed by and is to be read and construed with reference to Section 55-17.1 of the Code of Virginia, 1950, as amended, and in force.

WITNESS the following signatures and seals:

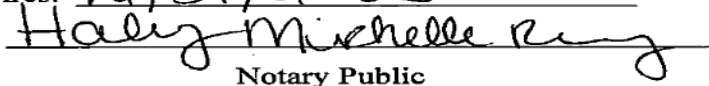
 (SEAL)
DANIEL MCCLUNG CAMDEN

 (SEAL)
WANDA SUE COX CAMDEN

COMMONWEALTH OF VIRGINIA
COUNTY OF Carroll, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 3 day of March 2021, by DANIEL MCCLUNG CAMDEN and WANDA SUE COX CAMDEN, husband and wife.

My commission expires: 12/31/2023


Notary Public



INSTRUMENT 210000809
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY CIRCUIT COURT ON
MARCH 5, 2021 AT 10:33 AM
\$126.40 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$80.00 LOCAL: \$46.40
GERALD R. GOAD, CLERK
RECORDED BY: CJS

VIRGINIA LAND RECORD COVER SHEET

Commonwealth of Virginia VA. CODE §§ 17.1-223, -227.1, -249

FORM A – COVER SHEET CONTENTInstrument Date: 3/3/2021Instrument Type: DBSNumber of Parcels: 1 Number of Pages: 4[] City [X] County CARROLL
CIRCUIT COURTTax Exempt? VIRGINIA/FEDERAL CODE SECTION

[] Grantor:

[] Grantee:

Business/Name

1 Grantor: CAMDEN, DANIEL MCCLUNG
2 Grantor: CAMDEN, WANDA SUE COX
1 X Grantee: CHAD QUESENBERRY LIVING TRUST
2 X Grantee: KIMBERLY QUESENBERRY LIVING TRUST

Grantee AddressName: CHAD QUESENBERRY LIVING TRUSTAddress: 530 DAISY LANECity: DUGSPUR State: VA Zip Code: 24325Consideration: \$160,000.00 Existing Debt: \$0.00 Actual Value/Assumed: \$0.00**PRIOR INSTRUMENT UNDER § 58.1-803(D):**Original Principal: \$0.00 Fair Market Value Increase: \$0.00

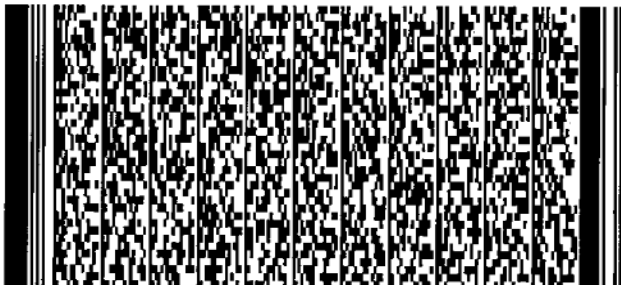
Original Book No.: Original Page No.: Original Instrument No.:

Prior Recording At: [] City [] County Percentage In This Jurisdiction: 100% **5870**

Book Number: Page Number: Instrument Number:

Parcel Identification Number/Tax Map Number: 26-A-16Short Property Description: PINE CREEK MAGISTERIAL DISTRICT

Current Property Address:

City: DUGSPUR State: VA Zip Code: 24325Instrument Prepared By: TOLBERT & TOLBERT, LLP Recording Paid By: CHAD QUESENBERRYRecording Returned To: CHAD QUESENBERRYAddress: 530 DAISY LANECity: DUGSPUR State: VA Zip Code: 24325

BK 1158 PG 0743

(Area Above Reserved For Deed Stamp Only)

INSTRUMENT 210000522
RECORDED IN THE CLERK'S OFFICE OF
FLOYD CIRCUIT COURT ON
MARCH 11, 2021 AT 09:28 AM
\$38.40 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
LOCAL: \$38.40
RHONDA T. VAUGHN, CLERK
RECORDED BY: RTV

This instrument prepared by: Timothy J. Tolbert, Esquire (VSB #27726)
When recorded, return to: Timothy J. Tolbert, P. O. Box 250, Hillsville, VA 24343
Title Insurance Company: unknown
Tax Map #: 26-A-16; 26-A-16C; 26-A-14; 26-A-16A (Carroll)
60-108-A; portion of 60-108-A (Floyd)

**EXEMPT FROM RECORDATION TAXES
AS PER VIRGINIA CODE SECTION 58.1-811(A)12**

**NO TITLE EXAMINATION PERFORMED
BY THE PREPARER OF THIS DOCUMENT
THEREFORE, THE ATTORNEY PREPARING THIS DOCUMENT MAKES NO
REPRESENTATION AS TO THE STATUS OR CHAIN OF TITLE THERETO.**

THIS DEED OF GIFT made this ^{April 2015} ~~15th~~ day of ~~February 2014~~, by and
between **CHAD QUESENBERRY** and **KIMBERLY QUESENBERRY**,
husband and wife, as Grantors; and **CHAD QUESENBERRY** and **KIMBERLY**
QUESENBERRY, Trustees ("Trustee", under the provisions of a Trust
Agreement dated October 24, 2013, in the name of **CHAD QUESENBERRY**
LIVING TRUST), and **CHAD QUESENBERRY** and **KIMBERLY**
QUESENBERRY, Trustees ("Trustee", under the provisions of a Trust
Agreement dated October 24, 2013, in the name of **KIMBERLY**
QUESENBERRY LIVING TRUST), (the "Trust Agreements"), 11812 Black
Road, Knoxville, Tennessee 37932, as Grantees.

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the sum of One Dollar
(\$1.00), cash in hand paid, and other good and valuable consideration, the receipt
of which is hereby acknowledged, the Grantors do hereby give, grant and convey,
with General Warranty and English Covenants of Title, a one-half (1/2) undivided
interest to **CHAD QUESENBERRY** and **KIMBERLY QUESENBERRY**,
Trustees of the **CHAD QUESENBERRY LIVING TRUST**, and a one-half (1/2)
undivided interest to **CHAD QUESENBERRY** and **KIMBERLY**
QUESENBERRY, Trustees of the **KIMBERLY QUESENBERRY LIVING**
TRUST,

All those tracts or parcels of land lying and being in the **Pine Creek**
Magisterial District of Carroll County, Virginia, and more particularly described

Delivered to

Timothy Tolbert

as follows:

PARCEL 1: BEING *Lot #5*, containing *11.7407 acres*, more or less, *Mira Mountain Development*, as shown on plat of survey by Jennings L. Bolt, LS, dated April 4, 2007, Job #2081, of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Plat Cabinet 2, Slide 2084, Pages 7 and 8, and being the same land conveyed to CHAD QUESENBERRY and KIMBERLY QUESENBERRY, husband and wife, from WALTER SCOTT McSWAIN III and ANTONIA L. CIOFFI-McSWAIN, husband and wife, DBA PEAK PLACE MOUNTAIN PROPERTIES, by Deed dated August 16, 2013, of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 975, at Page 252.

Together with a non-exclusive perpetual easement of right of way fifty (50) feet in width to and from the above-described property and Route #623 (Border Line Road) shown and designated as "50' Right-Of-Way" on the above-described plat of survey, as retained by the Grantors herein in Floyd County Instrument #070002521 and #080001585, and Carroll County Deed Book 825, Page 653, Deed Book 848, Page 191, and Deed Book 921, Page 680.

PARCEL 2: BEING *Lot #4*, containing *11.2219 acres*, more or less, *Mira Mountain Development*, as shown on plat of survey by Jennings L. Bolt, LS, dated April 4, 2007, Job #2081, of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Plat Cabinet 2, Slide 2084, Pages 7 and 8, and being the same land conveyed to CHAD QUESENBERRY and KIMBERLY QUESENBERRY, husband and wife, from THOMAS E. BOLDUC by Deed dated January 24, 2014, of record in the aforesaid Clerk's Office in Deed Book 985, at Page 313.

PARCEL 3: BEGINNING at a large chestnut oak, corner to Lot No. 2, N. 46 E., 24 poles to a small gum, corner to J. E. Worrell's land; thence S. 31 E., 154 poles to a spruce pine on branch, corner to Harley Quesinberry; thence up the branch, S. 64 W., 26 ½ poles to a sarvis tree, Thomas Dalton's corner; thence with his line, N. 30 W., 32 poles to a set stone where white oak is called for; S. 86 W., 40 poles to a set stone to corner to No. 2; thence with Lot No. 2, N. 8 W., 102 poles to the BEGINNING, and being 37 ¾ acres, Lot No. 3, surveyed by A. L. McGrady, October 1918.

For further reference see Deed Book 44, at Page 28, of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia.

PARCEL 4: BEGINNING at a point between two Spanish oaks a common corner between Wiley Dalton, Gentry Bond, and J. E. Worrell, thence S. 43-18 E., 522.93 feet with the J. E. Worrell line to a fence post corner; thence S. 51-45 W., 311.14 feet leaving Worrell's line to a fence post; thence N. 23-52 W., 562.19 feet to a stake, corner to Gentry Bond; thence N. 62-30 E., 127.67 feet with Gentry Bond line to the point of the BEGINNING, containing 2.682 acres.

For further reference see Deed Book 127, at Page 184, of record in the aforesaid Clerk's Office.

However from the above-described tracts or parcels of land, there have been the following out conveyances:

BEING 4.8175 acres conveyed to WILEY DALTON and OLLIE DALTON, husband and wife, by deed dated August 29, 1962, of record in the aforesaid Clerk's Office in Deed Book 127, at Page 185.

BEING 4.0803 acres, more or less, conveyed to RANDALL DALE WEEKS by deed dated November 3, 1999, of record in the aforesaid Clerk's Office in Deed Book 568, at Page 793.

Therefore, the above-described Parcels 3 and 4 are believed to contain **29.4190 acres**, more or less, as shown on records in the Carroll County Assessor's Office, and being the same land conveyed to CHAD QUESENBERRY and KIMBERLY QUESENBERRY, husband and wife, from OPAL H. WORRELL by deed dated July 29, 2013, of record in the Circuit Court of Carroll County, Virginia, in Deed Book 973, at Page 502. However, this is a conveyance by the boundary and not by the acre.

There is further conveyed a non-exclusive right of way to the public road as set forth in the aforesaid Clerk's Office in Deed Book 44, at Page 28.

All those tracts or parcels of land lying and being in the **Pine Creek Magisterial District** of Carroll County, Virginia, and in the **Indian Valley Magisterial District** of Floyd County, Virginia, and more particularly described as follows:

PARCEL 5: BEING **Lot #2**, containing **27.7138 acres**, more or less, **Mira Mountain Development**, as shown on plat of survey by Jennings L. Bolt, LS, dated April 4, 2007, Job #2081, of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Plat Cabinet 2, Slide 2084, Pages 7 and 8, and being the same land conveyed to CHAD QUESENBERRY and KIMBERLY QUESENBERRY, husband and wife, from WALTER SCOTT McSWAIN III and ANTONIA L. CIOFFI-McSWAIN, husband and wife, DBA PEAK PLACE MOUNTAIN PROPERTIES, by Deed dated October 10, 2007, of record in the aforesaid Clerk's Office in Deed Book 825, at Page 653, and of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 070002521.

This conveyance is made subject to a 50' easement of right of way for ingress and egress from Route #623 as shown on the aforesaid plat of survey and as set forth in the aforesaid deed.

PARCEL 6: BEING *Lot #3*, containing *26.1776 acres*, more or less, *Mira Mountain Development*, as shown on plat of survey by Jennings L. Bolt, LS, dated April 4, 2007, Job #2081, of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Plat Cabinet 2, Slide 2084, Pages 7 and 8, and being the same land conveyed to CHAD QUESENBERRY and KIMBERLY QUESENBERRY, husband and wife, from DAVID WAYNE ALLRED and NANCY A. ALLRED, by Deed dated December 8, 2014, of record in the aforesaid Clerk's Office in Deed Book 1005, at Page 397, and of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 140002203.

The above-described Parcels 1, 2, and 6 are conveyed subject to a 50' easement of right of way for ingress and egress from Route #623, as shown on the aforesaid plat of survey.

The above-described Parcels 1, 2, 5, and 6 are conveyed subject to the following restrictions:

1. No single-wide mobile homes shall be permitted.
2. The subject tract owner shall pay an annual fee of \$200 for upkeep of roads with other property owners who have purchased from the Grantors herein as necessary for maintenance and repair.

This conveyance is further made subject to any other easements, restrictions, and reservations contained in duly recorded deeds, plats and other instruments constituting constructive notice in the chain of title, which have not expired by a time limitation contained therein or have otherwise become ineffective, and to matters visible upon inspection.

TO HAVE AND TO HOLD the Property in fee simple, upon the trustee and for the uses and purposes set forth herein and in the Trust Agreement, including the following:

Full power and authority is hereby granted to the Trustee and their successors to protect and conserve the Property; to sell, contract to sell and grant options to purchase the Property and any right, title or interest therein on any terms; to exchange the Property or any part thereof for any other real or personal property upon any terms; to convey the Property by deed or other conveyance to

any grantee, with or without consideration; to mortgage, execute a deed of trust on, pledge or otherwise encumber the Property or any part thereof; to lease, contract to lease, grant options to lease and renew, extend, amend and otherwise modify leases on the Property or any part thereof from time to time, for any period of time, for any rental and upon any other terms and conditions; and to release, convey or assign any other right, title or interest whatsoever in the Property or any part thereof.

No party dealing with the Trustee in relation to the Property in any manner whatsoever, and (without limiting the foregoing) no party to whom the Property or any part thereof or any interest therein shall be conveyed, contracted to be sold, leased or mortgaged by the trustee, shall be obliged (a) to see to the application of any purchase money, rent or money borrowed or otherwise advanced on the Property, (b) to see that the terms of the trust have been complied with, (c) to inquire into the authority, necessity or expediency of any act of Trustee, or (d) be privileged to inquire into any of the terms of the Trust Agreement creating said trust. Every deed, mortgage, lease or other instrument executed by the Trustee in relation to the Property shall be conclusive evidence in favor of every person claiming any right, title or interest thereunder; (a) that at the time of the delivery thereof the said trust was in full force and effect, (b) that such instrument was executed in accordance with the trust, terms and conditions thereof and of the said Trust Agreement and is binding upon all beneficiaries thereunder, (c) that the Trustee was duly authorized and empowered to execute and deliver every such instrument, and (d) if a conveyance has been made to a successor or successors in trust, that such successor or successors have been properly appointed and are fully vested with all the title, estate, rights, powers, duties and obligations of its, his or their predecessor in trust.

The Trustee shall have no individual liability or obligation whatsoever arising from Trustee's ownership as Trustee of the legal title to the Property, or

with respect to any act done or contract entered into or indebtedness incurred by said Trustee in dealing with said Property, or in otherwise acting as Trustee, except only so far as said Property and any trust funds in the actual possession of the Trustee shall be applicable to the payment and discharge thereof.

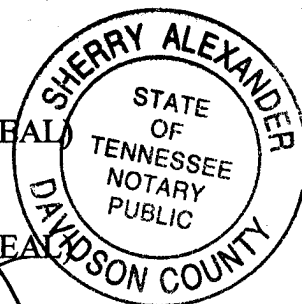
The interest of every beneficiary under the Trust Agreement and of all persons claiming under any of them shall be only in the earnings, avails, and proceeds arising from the rental, sale or other disposition of the Property. Such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any right, title, or interest, legal or equitable, in or to the Property, as such, but only in the earnings, avails and proceeds thereof as provided in the Trust Agreement.

This Deed is governed by and is to be read and construed with reference to Section 55-17.1 of the Code of Virginia, 1950, as amended, and in force.

WITNESS the following signatures and seals:

Chad Quisenberry (SEAL)
CHAD QUESENBERRY

Kimberly Quisenberry (SEAL)
KIMBERLY QUESENBERRY



STATE OF TN
COUNTY OF Davidson, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 15th day of April ~~March~~ 2015, by CHAD QUESENBERRY and KIMBERLY QUESENBERRY, husband and wife.

My commission expires: 1-11-2017

Sherry L. Alexander
Notary Public

INSTRUMENT #1501238
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
MAY 1, 2015 AT 02:08PM

Instrument Date: 4/15/2015
Instrument Type: DIT
Number of Parcels: 1 Number of Pages: 6
☐ City ☒ County
CARROLL
TAX EXEMPT? VIRGINIA/FEDERAL LAW
☐ Grantor:
☐ Grantee:
Consideration: \$0.00
Existing Debt: \$0.00
Actual Value/Assumed: \$0.00
Prior Recording At: ☐ City ☐ County

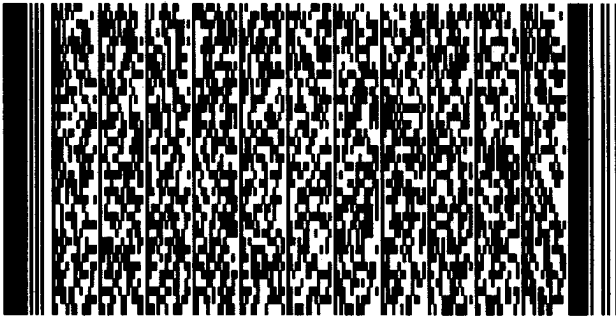
Percentage In This Jurisdiction: 100.00000%
BUSINESS / NAME

- 1 ☐ Grantor: QUESENBERRY, CHAD
2 ☐ Grantor: QUESENBERRY, KIMBERLY
1 ☐ Grantee: QUESENBERRY, CHAD TRUSTEE
2 ☐ Grantee: QUESENBERRY, KIMBERLY TRUSTEE

GRANTEE ADDRESS

Name: CHAD QUESENBERRY TRUSTEE
Address: 11812 BLACK ROAD
City: KNOXVILLE State: TN Zip Code: 37932
Book Number: Page Number: Instrument Number:
Parcel Identification Number (PIN): 26-A-16; 26-A-16C Tax Map Number: 26-A-16; 26-A-16C
Short Property Description:

Current Property Address: PINE CREEK DISTRICT
City: State: VA Zip Code:
Instrument Prepared By: TIMOTHY J. TOLBERT Recording Paid By: TIMOTHY J. TOLBERT
Recording Returned To: TIMOTHY J. TOLBERT
Address: P O BOX 250
City: HILLSVILLE State: VA Zip Code: 24343



VIRGINIA LAND RECORD COVER SHEET
FORM B – ADDITIONAL GRANTORS/GRANTEES

BK 1012 PG 862

Instrument Date: 4/15/2015

Instrument Type: DIT

Number of Parcels: 1 Number of Pages: 6

[] City [x] County
CARROLL

GRANTOR BUSINESS / NAME

- [] Grantor:
- [] Grantor:
- [] Grantor:
- [] Grantor:
- [] Grantor:
- [] Grantor:
- [] Grantor:
- [] Grantor:

(Area Above Reserved For Deed Stamp Only)

GRANTEE BUSINESS / NAME

- 3 [] Grantee: CHAD QUESENBERRY LIVING TRUST
- 4 [] Grantee: KIMBERLY QUESENBERRY LIVING TRUST
- [] Grantee:
- [] Grantee:
- [] Grantee:
- [] Grantee:
- [] Grantee:



FORM C – ADDITIONAL PARCELS

Instrument Date: 4/15/2015
Instrument Type: DIT
Number of Parcels: 1 Number of Pages: 6
[] City [X] County
CARROLL

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: [] City [] County
Percentage In This Jurisdiction: 100.00000%
Book Number: Page Number:
Instrument Number:
Parcel Identification Number (PIN): 26-A-14; 26-A-16A
Tax Map Number: 26-A-14; 26-A-16A
Short Property Description:

Current Property Address: PINE CREEK DISTRICT
City: State: VA Zip Code:

Prior Recording At: [] City [] County
Percentage In This Jurisdiction:
Book Number: Page Number:
Instrument Number:
Parcel Identification Number (PIN):
Tax Map Number:
Short Property Description:

Current Property Address:
City: State: Zip Code:

BK 1012 PG 863

(Area Above Reserved For Deed Stamp Only)



CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of September 15th, 2023, between Chad and Kimberly Quesenberry Living Trust, 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 Montgomery, Virginia, and described as:

2. Legal Description –

- 1 . Carroll County- Tax ID 26-A-16A; DB 1005 PG 397 (23.32 AC)
 Floyd County – Tax ID 60-108A; DG 15-0000649 (2.86 AC)
 Carroll County – Tax ID 26-A-16A; DB 1005 PG 397 (12.33 AC)
 Floyd County – Tax ID 60-108F; DG-15 0000649 (15.39 AC)
 Carroll County – Tax ID 26-A-16D; DB 1158 PG 739 (16.1 AC)
 Floyd County – Tax ID 60-108G; DBS 21-0000522 (11.62 AC)
 Carroll County – Tax ID 26-A-16; DB 1012 PG 855 (11.74 AC)
 Carroll County – Tax ID 26-A-16C; DB 1102 PG 855 (11.22 AC)

- 2 . Tax ID 26-A-14; DB 1012 PG 855 (29.419 AC)

**Commonly Known As – 420 Borderline Rd. NW, Willis, VA 24380 (OFFERING 1)
 530 Daisy Lane, Dugspur, VA 24325 (OFFERING 2)**

3. 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.

4. Deposit. Purchaser has made a deposit with the Auction Company, of **\$20,000 per tract** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before **October 31st, 2023** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

6. 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 STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

NOTICE

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

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

(e) **Notice of Principal Residence.** Purchaser does _____ or does not _____ intend to occupy the Property as Purchaser's principal residence.

(f) **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

Seller's Initials _____

Purchaser's Initials _____

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.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 2017 and lead base paint disclosures does not apply.

(h) **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.

7. **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.

Seller's Initials _____

Purchaser's Initials _____

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

(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.

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.

Chad & Kimberly Quesenberry Living Trust (Seller)
By and through Chad Quesenberry Trustee

09/15/2023

Chad & Kimberly Quesenberry Living Trust (Seller)
By and through Kimberly Quesenberry Trustee

09/15/2023

Purchaser Name

Address

Phone # Email

(Purchaser signature)

09/15/2023

Purchaser Name

Address

Phone # Email

(Purchaser signature)

09/15/2023

Seller's Initials _____

Purchaser's Initials _____



SUMMARY OF RIGHTS AND OBLIGATIONS OF SELLERS AND PURCHASERS UNDER THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page (https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:


1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
8. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
9. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
11. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems

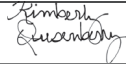
necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and

12. The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ [15.2-5152](#) et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § [15.2-5157](#), but in any event, prior to settlement pursuant to such contract.
13. The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
14. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumscos soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
15. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
16. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
17. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
18. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.





06/13/2023 (Date)

06/13/2023 (Date)

(Date)

(Date)



RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 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 provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.

Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

PROPERTY ADDRESS/

LEGAL DESCRIPTION: 420 Borderline Rd., ~~Douglas VA 24025~~ Willis, VA ~~24088~~ ²⁴³⁸⁰ 

The purchaser is advised of the disclosures listed in the **RESIDENTIAL PROPERTY DISCLOSURE STATEMENT** located on the Real Estate Board webpage at:

https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.


Owner

06/13/2023
Date


Owner

06/13/2023
Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser
~~XXXXXXXXXX~~

Date

Purchaser

Date

Lodge Room

Pottery Barn Custom leather Sofa
2 Sitting Chairs from Pier 1 Rust in color
2 leather TV chairs from Pottery Barn
Large area rug
Fireplace Accessories kit
Iron log holder
Extra large, live Fiddle Leaf Fig
Large, Live Peace Lily
Sofa table @ entry & artwork on wall
55" Samsung TV
Surround sound
Tastefully decorated built ins

Kitchen

Fireplace Accessories
Poppy Prints on mantel
2 bar stools
custom made dining table
4 Pier 1 Imports chairs
Decor on top of cabinets 3
Samsung fridge/freezer
Samsung microwave
Samsung dishwasher
Kitchen aid dual fuel range

Lodge Room

Pottery Barn Custom leather Sofa
2 Sitting Chairs from Pier 1 Rust in color
2 leather TV chairs from Pottery Barn
Large area rug
Fireplace Accessories kit
Iron log holder
Extra large, live Fiddle Leaf Fig
Large, Live Peace Lily
Sofa table @ entry & artwork on wall
55" Samsung TV
Surround sound
Tastefully decorated built ins

Kitchen

Fireplace Accessories
Poppy Prints on mantel
2 bar stools
custom made dining table with 4 chairs from Pier 1
decor on top of cabinets 3
Samsung fridge/freezer
Samsung microwave
Samsung dishwasher
Kitchen aid 48" dual fuel range with griddle
And 6 burners

Master bedroom

King Bed w/iron bed frame
Adjustable King Size Mattress with memory foam topper
2 nightstands
armoire
wall art above bed

Guest Bedroom downstairs

Pier 1 Dresser and mirror
Pier 1 King Bed frame and headboard
King mattress (super comfy)
2 Pier 1 imports nightstands with lamps
Area Rug

Den

Ivory Leather Sectional
Red Leather Chaise
Red wood buffet with painting above
Wall mirror
Table and 2 chairs
Red rugs 2
Custom cubbard at bottom of steps
Ice machine
Dorm fridge
Barware
65" TV wirh surround sound

Office

Live rubber tree
Desk and chair
Reading chair and ottoman
Ironwork on wall

Equipment Room

Instant on Gas Hot Water Heater
80 gallon pressure tank
water filter with filters
Equipment Cabinet Rack w/...
Pioneer Head Unit Tuner Amp
HD TV Antennae booster
HD TV Digital TV Tuner and Broadcaster. (TV anywhere over WIFI)
Blu Ray DVD Player
Amplifier for Kicker in wall speaker
Solar System Controller and Monitor
Networking Switch

screened in porch

Nothing

Deck

Sectional patio sofa
Wooden trunk
Area rug
2 reclining chairs and table
1 wooden chaise
1 wooden chair

patio

3 piece rattan set and cushions
Area rug
Wooden chaise
Wooden chair
Wooden rocker

Greenhouse

Many plants and flower pots
Bistro set
Wooden chair with rug
Wooden table
Propane heater

Front porch

Wooden love seat
Plants
Wooden slab bench at mudroom door

Smart Home Devices/System (Lights, Door locks, garage doors, Thermostats, etc)

Ecobee Smart home wifi thermostats
Nest Smoke and CO2 Sensors
Yale Real Living smart Locks (Front door, Mudroom door, basement door)
6 Alexa smart speakers and 1 Google Home smart speaker
Long Range Point to Point wifi connects cabin and a lot of the farm to the wifi
Wifi routers included – users/passwords given. (Upstairs, downstairs, greenhouse, cabin)