



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 – Alvis J. Boyd and Joan Boyd, by and through Brad Boyd and Brenda Hale as Conservators and Guardians

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

AUCTION DATE – Thursday, December 7th, 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:

Tax ID #40-72; Totaling +/- 167.218 acres in 4 offerings

1. Tract 1; Consisting of +/- 25.140 acres and improvements
2. Tract 2; Consisting of +/- 35.441 acres and improvements
3. Tract 3; Consisting of +/- 48.982 acres and improvements
4. Tract 4; Consisting of +/- 57.655 acres and improvements

Tax ID #40-83; Totaling +/- 7.564 acres in 1 offering

5. Tract 5; Consisting of +/- 7.564 acres and improvements

More Commonly Known As: 2103 Ridgeview Rd, Floyd, VA 24091

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, December 7th, 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) **Court Approval:** Sale is subject to Floyd County, Virginia Court approval.
- 3) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at BlueRidgeLandandAuction@gmail.com**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 4) **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).
- 5) **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.
- 6) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 7) **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).

- 8) **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.
- 9) **Earnest Money Deposit:** A **\$10,000 per tract** 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.
- 10) **Closing:** Closing shall be on or before **Monday, January 22nd, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 11) **Easements:** The sale of the property is subject to any and all easements of record.
- 12) **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.
- 13) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 14) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 15) **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.
- 16) **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.

- 17) **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.
- 18) **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).
- 19) **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.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker 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. ****

Aerial

Offering #1



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



Aerial

Offering #2



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

Aerial

Offering #3



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



Aerial

Offering #4



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



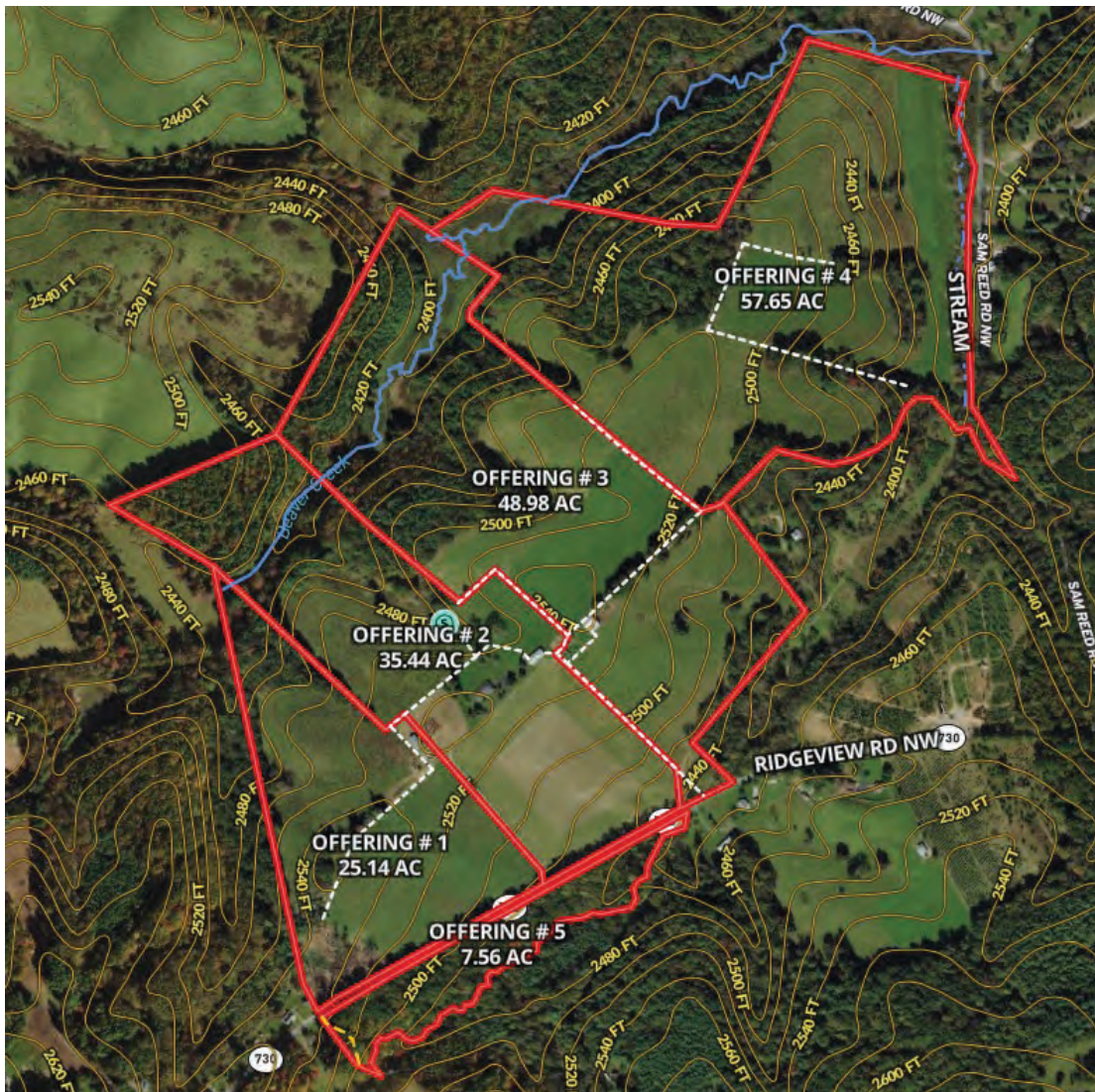
Aerial

Offering #5



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

Contour

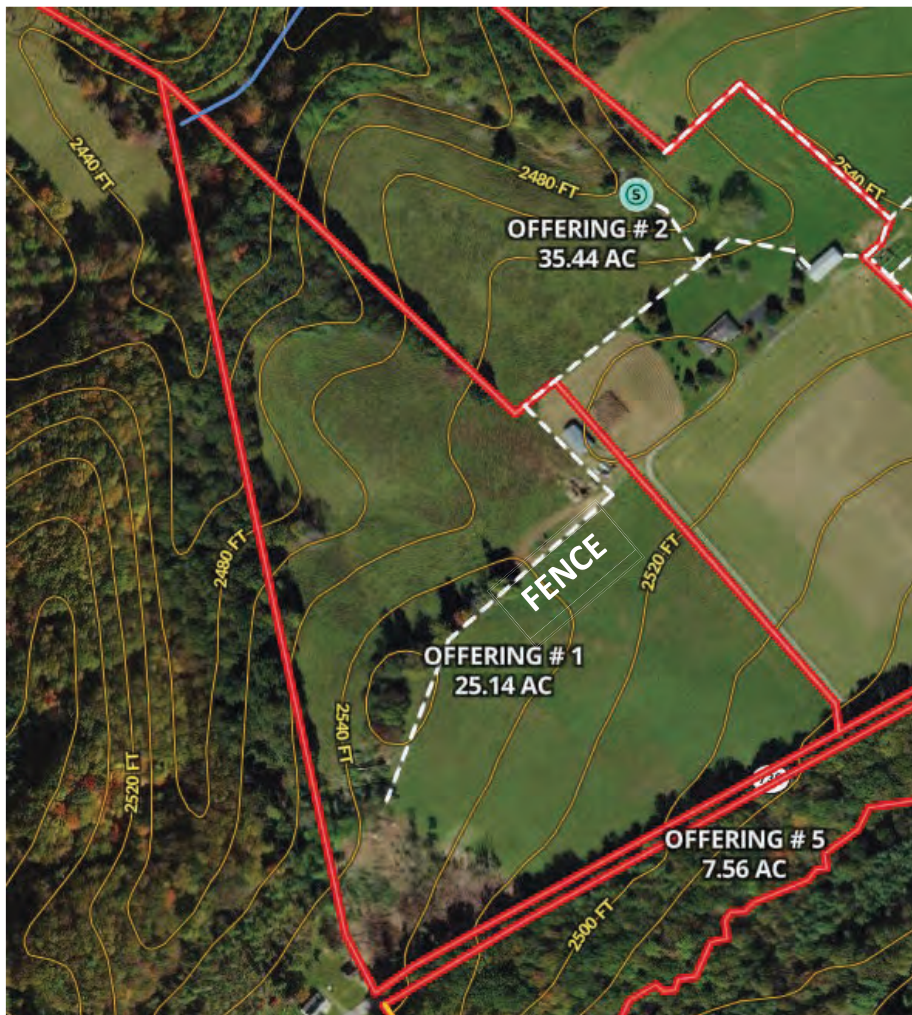


**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Contour

Offering #1



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



Contour

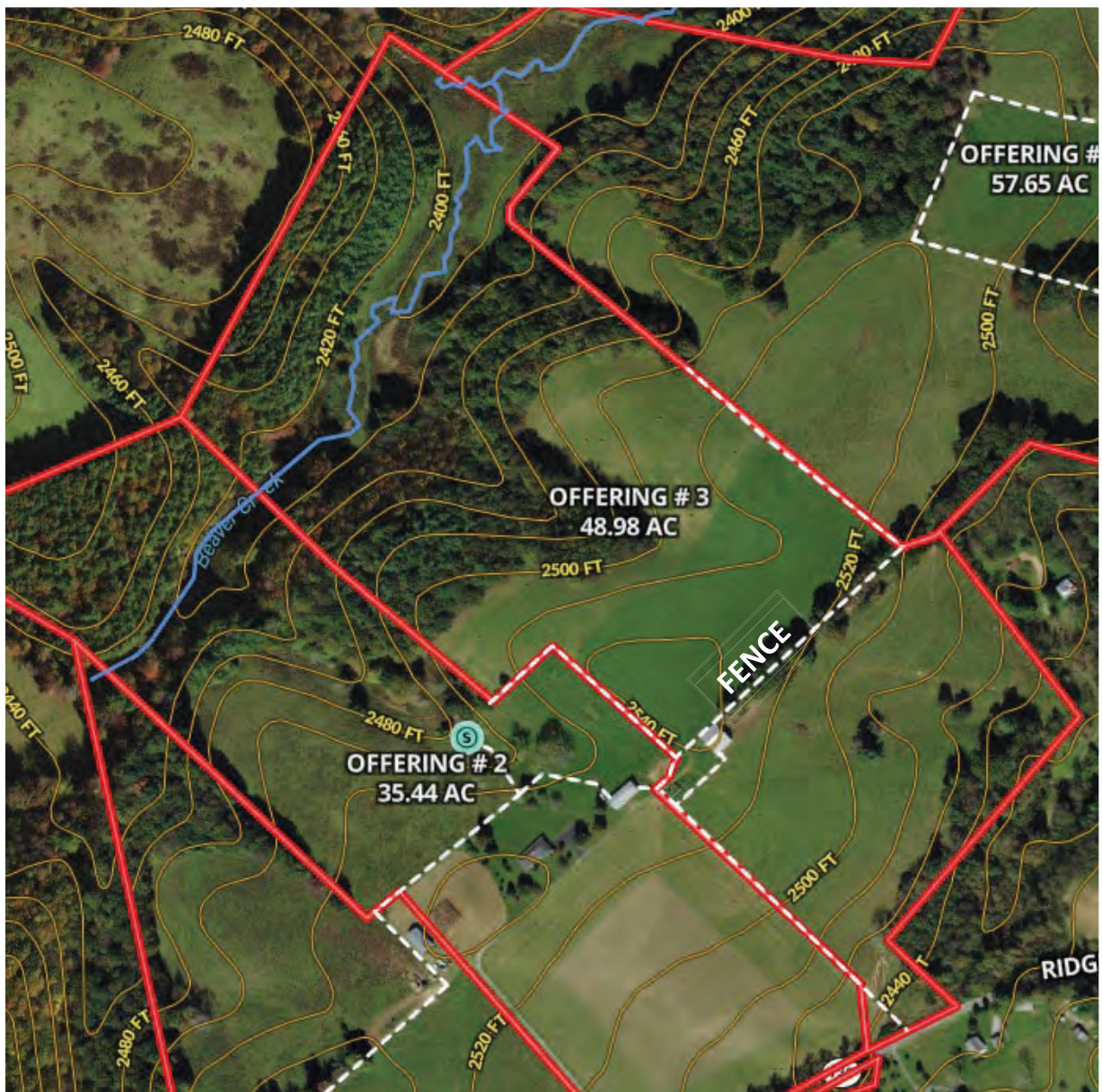
Offering #2



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

Contour

Offering #3



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

Contour

Offering #4



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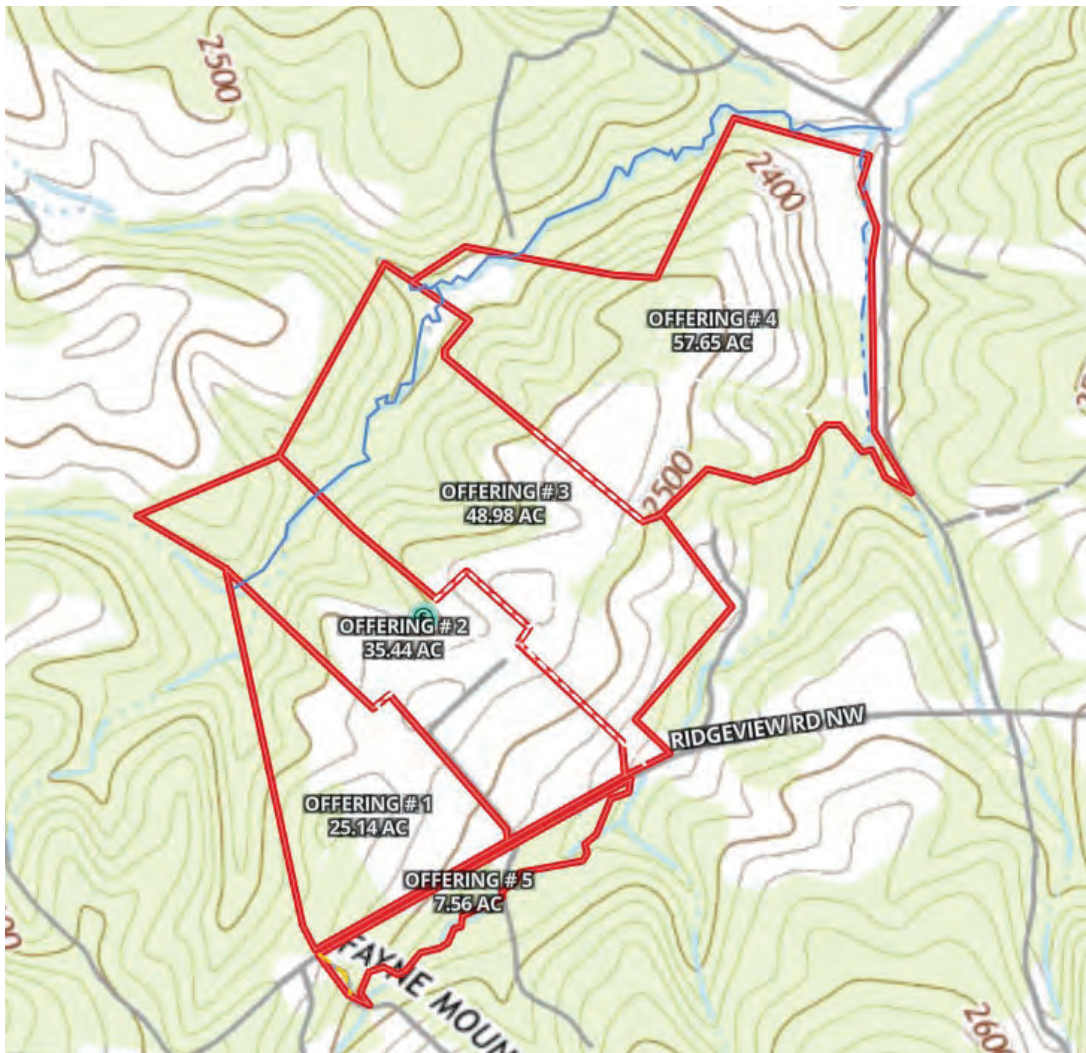
Contour

Offering #5



**** 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

2103 Ridgeview Rd.,

Floyd, VA 24091

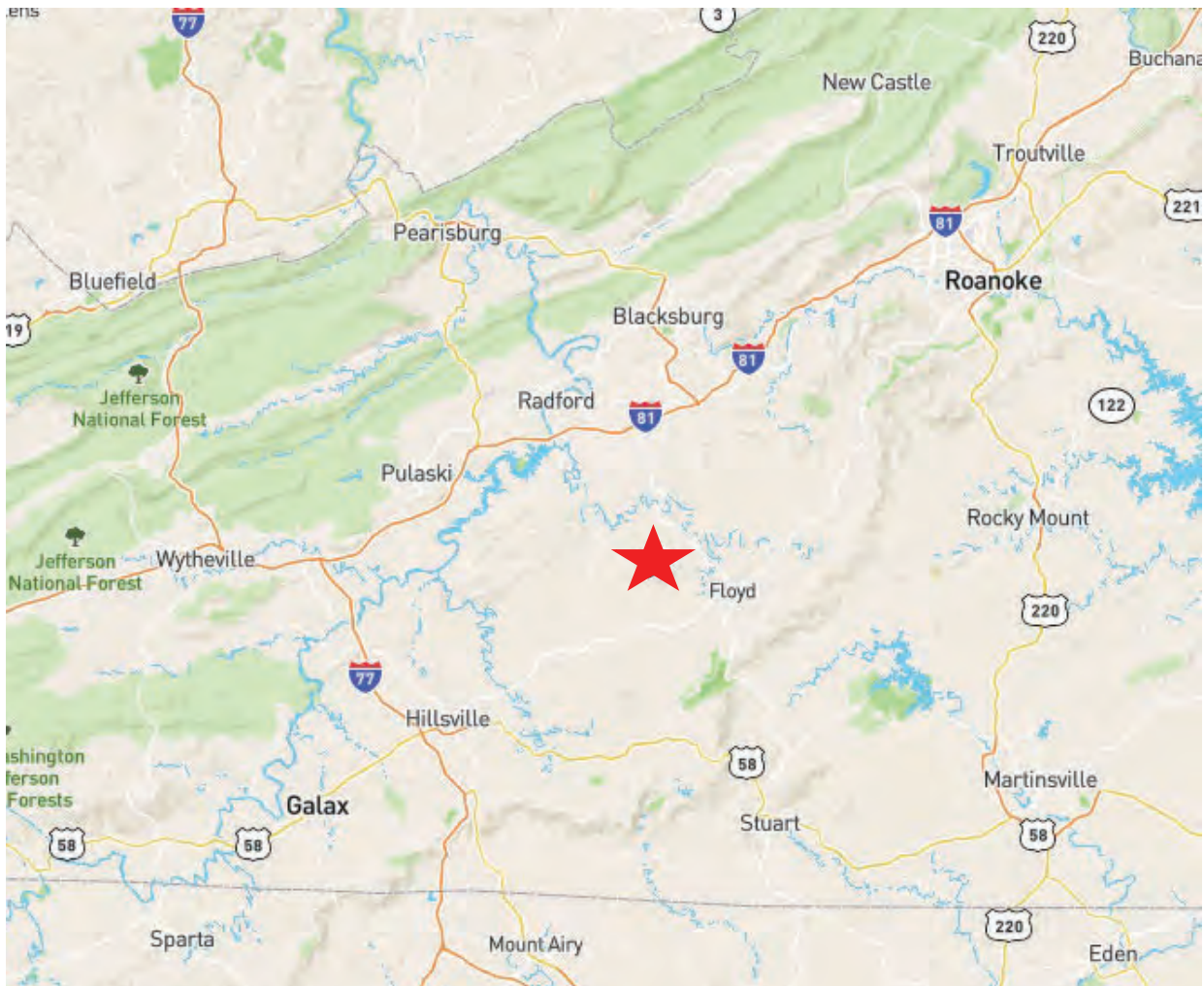




Location

2103 Ridgeview Rd.,

Floyd, VA 24091



NOTES:

- 1. THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
2. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT.
3. SUBJECT PROPERTY AS SHOWN IS ALL OF FLOYD COUNTY TAX SECTION 40, PARCELS 72 AND 83 AND PARCEL 74.
4. SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN THE LIMITS OF A HLD. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL #1063C 0185C, ZONE X, DATED: 4-16-2008) AND HAS NOT BEEN FIELD VERIFIED.
5. 35' MINIMUM BUILDING SETBACK FROM RIGHT-OF-WAY CENTERLINE OF ROUTE #730.

AGENT: FLOYD COUNTY BOARD OF SUPERVISORS. DATE:
VIRGINIA DEPARTMENT OF TRANSPORTATION ENGINEER, DATE:
FLOYD COUNTY E-911 COORDINATOR, DATE:

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA, ON THIS 2023 AT M., THIS MAP RECEIVED IN OFFICE AND ADMITTED TO RECORD.

TESTEE:
NOTARY'S STATEMENT:
STATE OF _____ to wit:
COUNTY OF _____

I, A NOTARY PUBLIC OF AND FOR THE AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT DAVID W. MOREHEAD, JR., BEFORE ME THIS DAY OF _____, DOCUMENT BY EXECUTING THE SAME.

MY COMMISSION EXPIRES:
NOTARY PUBLIC
TAX SECTION 40, PARCEL 52
PROPERTY OF KEVIN D. MITCHELL
WILL INSTRUMENT No. 200000024 @ Remains of White Oak Stump Where 12' White Oak was called for.

NOTARY PUBLIC
STATE OF _____ to wit:
COUNTY OF _____

I, A NOTARY PUBLIC OF AND FOR THE AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT BRENDA HALE, CO-CONSERVATOR AND GUARDIAN FOR JOAN BOYD, BEFORE ME THIS DAY OF _____, 2023 AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

MY COMMISSION EXPIRES:
NOTARY PUBLIC
NOTARY'S STATEMENT:
STATE OF _____ to wit:
COUNTY OF _____

I, A NOTARY PUBLIC OF AND FOR THE AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT BRAD ROYD, CO-CONSERVATOR FOR JOAN BOYD, DID APPEAR BEFORE ME THIS DAY OF _____, 2023 AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

MY COMMISSION EXPIRES:
NOTARY PUBLIC
OWNER'S STATEMENT:
THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON HAS BEEN SUBDIVIDED STRICTLY ACCORDANCE WITH THE WISHES AND IN STRICT ACCORDANCE AND IN COMPLIANCE WITH THE VIRGINIA CODE OF 1989, AS AMENDED TO DATE.

BRENDA HALE
CO-CONSERVATOR AND GUARDIAN FOR JOAN BOYD (INSTRUMENT No. 210001489)
DATE:
BRAD ROYD
CO-CONSERVATOR FOR JOAN BOYD AND (INSTRUMENT No. 210001489)
DATE:
CONSERVATOR AND GUARDIAN FOR ALVIS J. BOYD (INSTRUMENT No. 210001983)
DATE:

DAVID W. MOREHEAD, JR.
SOURCE OF TITLE:
PLAT SHOWING "174.156 AC. TOTAL" IS ALL OF THAT PROPERTY ACQUIRED BY ALVIS J. BOYD AND JOAN BOYD AS DESCRIBED IN DEED BOOK 101, PAGE 477, AND 0.626 AC. IS A PORTION OF THAT PROPERTY ACQUIRED BY DAVID W. MOREHEAD, JR., AS DESCRIBED IN DEED INSTRUMENT No. 150001068, A PORTION OF PARCEL 1, ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

DAVID W. MOREHEAD, JR.
SOURCE OF TITLE:
PLAT SHOWING "174.156 AC. TOTAL" IS ALL OF THAT PROPERTY ACQUIRED BY ALVIS J. BOYD AND JOAN BOYD AS DESCRIBED IN DEED BOOK 101, PAGE 477, AND 0.626 AC. IS A PORTION OF THAT PROPERTY ACQUIRED BY DAVID W. MOREHEAD, JR., AS DESCRIBED IN DEED INSTRUMENT No. 150001068, A PORTION OF PARCEL 1, ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF FLOYD COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

LEWIS W. & JANET R. TURNER - LIFE ESTATE
DIANE J. KEITH
DEED INSTRUMENT No. 030003202 & 030003201
DATE:
L.J. QUESEBERRY, L.S.#1270
DATE:

CERTIFICATE OF APPROVAL:

- 1. THE APPROVAL BY VDOT FOR THE LAND DIVISIONS FRONTING ON VIRGINIA SECONDARY ROUTE #730, AS SHOWN HEREON, PROPOSED PLANS FOR NEW STREETS OR ROADS, TO BE INCLUDED INTO THE STATE SYSTEM, AFTER THIS DATA, WILL NEED TO BE SUBMITTED TO VDOT FOR CONSIDERATION.
2. A PERMIT FOR THE CONNECTION OF A DRIVEWAY TO VIRGINIA SECONDARY ROUTE #730, MUST BE OBTAINED BY EACH OWNER OF TRACTS 1 THROUGH 4 BEFORE DRIVEWAY CONSTRUCTION.

VIRGINIA DEPARTMENT OF TRANSPORTATION NOTES:
TAX SECTION 40, PARCEL 49
PROPERTY OF SHARON E. SHERMAN
DEED INSTRUMENT No. 210000031, PARCEL 2 DEED BOOK 44, PAGE 63 FOR DESCRIPTION
WHERE FENCE POST WAS CALLED FOR

TAX SECTION 40, PARCEL 83
PROPERTY OF VALERIE W. WICHOLSON
DEED INSTRUMENT No. 200000024, PARCEL 1 DEED BOOK 164, PAGE 250
WHERE FENCE POST WAS CALLED FOR

TAX SECTION 40, PARCEL 81
PROPERTY OF CALLIE S. KEITH
DEED INSTRUMENT No. 220002067
SEE DEED BOOK 74, PAGE 46

TAX SECTION 40, PARCEL 84 & 85
PROPERTY OF DIANE J. KEITH
DEED INSTRUMENT No. 950000725

TAX SECTION 40, PARCEL 80
PROPERTY OF TESSA JOANN AKERS SUTPHIN
DEED INSTRUMENT No. 180000623
(SEE DEED B. 71, PG. 14 FOR DESCRIPTION)

TAX SECTION 40, PARCEL 80C
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 180000623

TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

TAX SECTION 40, PARCELS 73, 74 AND 75A
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

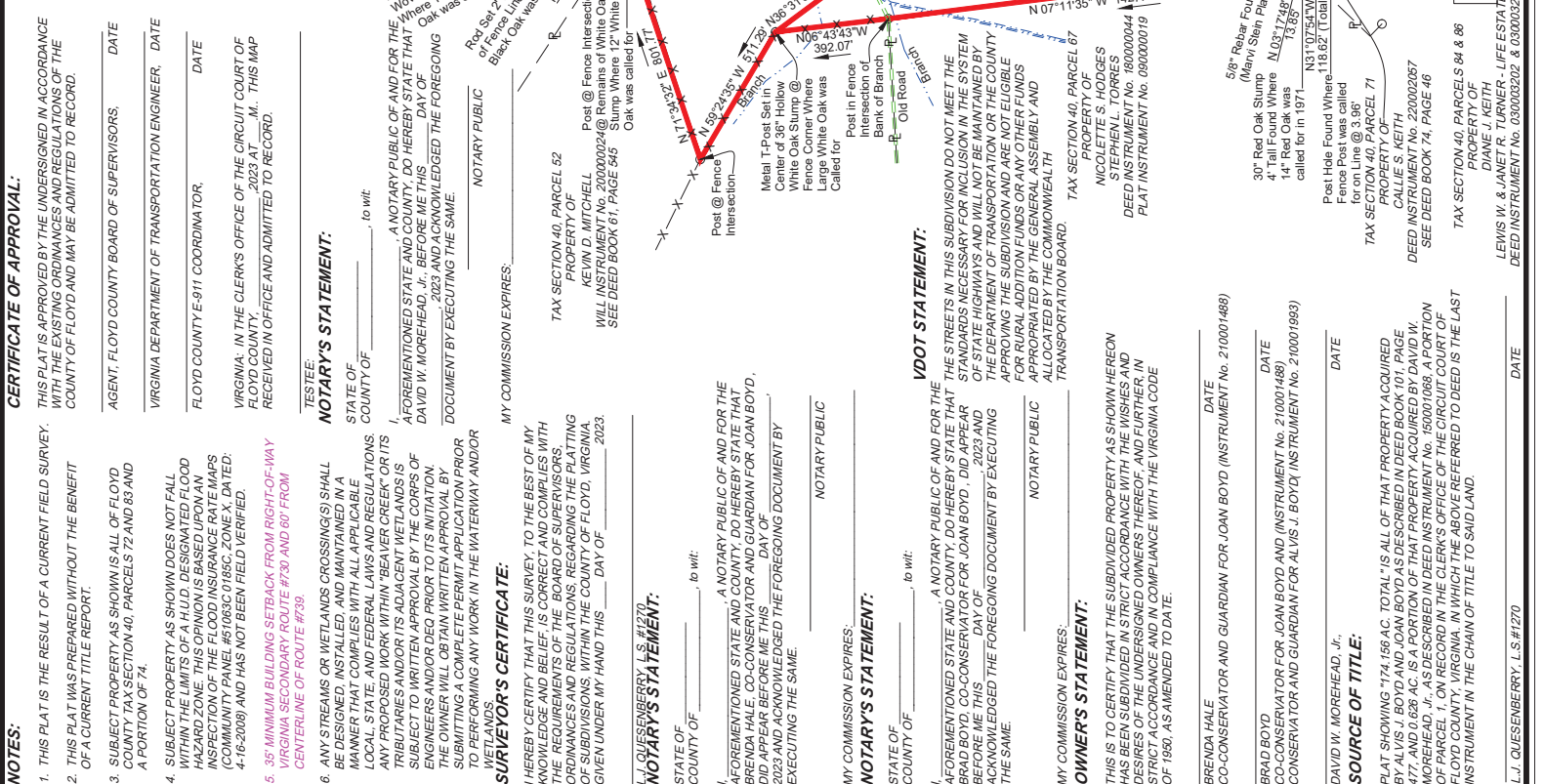
TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

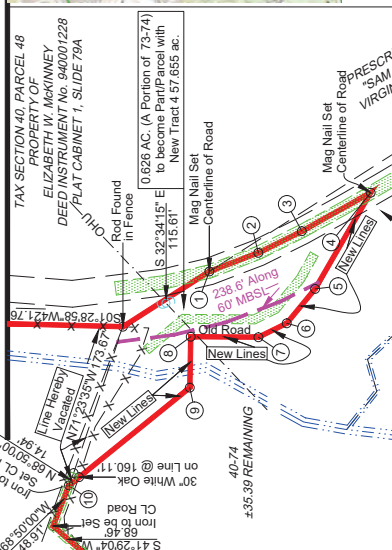
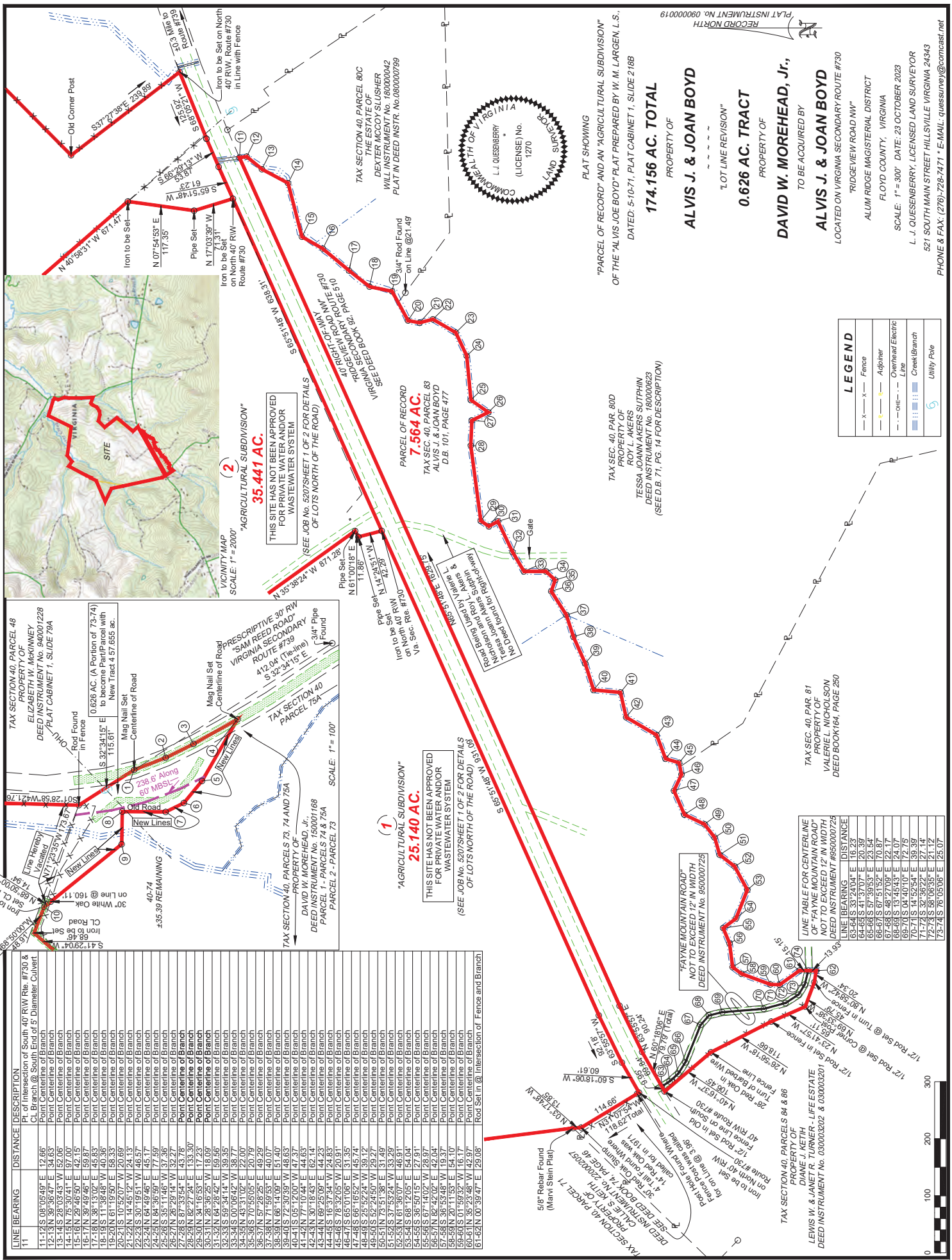
TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73

TAX SECTION 40, PARCEL 73
PROPERTY OF DAVID W. MOREHEAD, JR.
DEED INSTRUMENT No. 150001168
PARCEL 1 - PARCELS 74 & 75A
PARCEL 2 - PARCEL 73





"AGRICULTURAL SUBDIVISION"
35.441 AC.
 THIS SITE HAS NOT BEEN APPROVED FOR PRIVATE WATER AND/OR WASTEWATER SYSTEM
 (SEE JOB No. 5207-SHEET 1 OF 2 FOR DETAILS OF LOTS NORTH OF THE ROAD)
 V/CINITY MAP
 SCALE: 1" = 200'

"AGRICULTURAL SUBDIVISION"
25.140 AC.
 THIS SITE HAS NOT BEEN APPROVED FOR PRIVATE WATER AND/OR WASTEWATER SYSTEM
 (SEE JOB No. 5207-SHEET 1 OF 2 FOR DETAILS OF LOTS NORTH OF THE ROAD)
 SCALE: 1" = 100'

TAX SEC. 40, PAR. 80D
 PROPERTY OF
 TESSA JOHANNAKIS SUTPHIN
 DEED INSTRUMENT No. 180000623
 (SEE D.B. 71, PG. 14 FOR DESCRIPTION)

"PARCEL OF RECORD" AND AN "AGRICULTURAL SUBDIVISION"
 OF THE "ALVIS JOE BOYD" PLAT PREPARED BY W. M. LARGEN, L.S.,
 DATED: 5-10-71, PLAT CABINET 1, SLIDE 2188
174.156 AC. TOTAL
 PROPERTY OF

ALVIS J. & JOAN BOYD

"LOT LINE REVISION"
0.626 AC. TRACT
 PROPERTY OF

DAVID W. MOREHEAD, Jr.,
 TO BE ACQUIRED BY

ALVIS J. & JOAN BOYD

LOCATED ON VIRGINIA SECONDARY ROUTE #730
 "RIDGEVIEW ROAD NW"

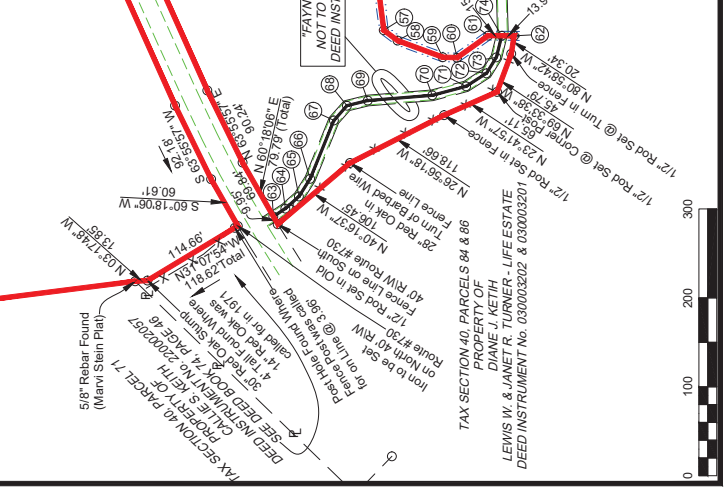
ALUM RIDGE MAGISTERIAL DISTRICT
 FLOYD COUNTY, VIRGINIA

SCALE: 1" = 300' DATE: 23 OCTOBER 2023
 L. J. QUESENBERRY, LICENSED LAND SURVEYOR
 521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343
 PHONE & FAX: (276)-728-7471 • E-MAIL: quezensurvey@comcast.net

LEGEND	
— x — x —	Fence
— y — y — y —	Algebra
— z — z — z —	Overhead Electric
— w — w — w —	Line
— v — v — v —	Creek/Branch
— u — u — u —	Utility Pole

LINE BEARING	DISTANCE
63-54 S 33-24 W 4	16.23
64-55 S 41-37 W 7	20.39
65-56 S 57-39 S 3	23.54
66-57 S 67-51 S 2	70.87
67-58 S 48-45 S 3	24.07
68-59 S 48-45 S 3	24.07
69-60 S 04-40 W 0	172.75
70-61 S 14-52 S 4	39.39
71-62 S 32-36 S 2	21.14
72-63 S 58-05 S 5	21.12
73-64 S 16-05 S 6	125.07

LINE BEARING	DISTANCE	DESCRIPTION
11-12 S 08-05 S 9	12.66	Iron to be Set on South 40' RW Rte. #730 & CL Branch @ South End of 5' Diameter Culvert
12-13 N 38-36 S 7	34.63	Point Centerline of Branch
13-14 S 28-03 S 3	52.06	Point Centerline of Branch
14-15 N 75-30 S 1	197.00	Point Centerline of Branch
15-16 N 39-49 S 6	156.59	Point Centerline of Branch
16-17 N 38-13 S 2	145.83	Point Centerline of Branch
17-18 N 38-13 S 2	145.83	Point Centerline of Branch
18-19 N 11-38 S 8	40.36	Point Centerline of Branch
19-20 N 61-19 S 0	58.33	Point Centerline of Branch
20-21 S 10-52 W 7	20.69	Point Centerline of Branch
21-22 N 14-45 W 7	24.13	Point Centerline of Branch
22-23 N 84-49 S 6	145.17	Point Centerline of Branch
23-24 N 84-49 S 6	145.17	Point Centerline of Branch
24-25 N 84-49 S 6	145.17	Point Centerline of Branch
25-26 S 35-11 S 6	37.36	Point Centerline of Branch
26-27 N 26-29 S 4	32.27	Point Centerline of Branch
27-28 S 87-53 S 4	43.78	Point Centerline of Branch
28-29 N 84-49 S 6	145.17	Point Centerline of Branch
29-30 N 84-49 S 6	145.17	Point Centerline of Branch
30-31 N 28-38 S 5	16.09	Point Centerline of Branch
31-32 N 64-28 S 2	60.56	Point Centerline of Branch
32-33 S 59-24 S 4	39.35	Point Centerline of Branch
33-34 S 00-06 S 2	38.77	Point Centerline of Branch
34-35 N 43-31 S 2	122.00	Point Centerline of Branch
35-36 N 57-38 S 5	40.29	Point Centerline of Branch
36-37 N 57-38 S 5	40.29	Point Centerline of Branch
37-38 N 71-59 S 3	140.07	Point Centerline of Branch
38-39 N 68-14 S 9	151.40	Point Centerline of Branch
39-40 S 72-30 S 5	48.63	Point Centerline of Branch
40-41 S 05-12 S 0	47.37	Point Centerline of Branch
41-42 N 77-10 S 4	141.53	Point Centerline of Branch
42-43 N 69-25 S 9	144.23	Point Centerline of Branch
43-44 S 16-37 S 4	24.83	Point Centerline of Branch
44-45 S 78-32 S 5	20.91	Point Centerline of Branch
45-46 S 05-01 S 6	16.17	Point Centerline of Branch
46-47 S 65-01 S 6	31.35	Point Centerline of Branch
47-48 S 66-16 S 2	45.74	Point Centerline of Branch
48-49 S 66-16 S 2	45.74	Point Centerline of Branch
49-50 S 66-16 S 2	45.74	Point Centerline of Branch
50-51 N 75-51 S 8	131.49	Point Centerline of Branch
51-52 S 97-53 S 4	33.29	Point Centerline of Branch
52-53 N 61-35 S 7	46.91	Point Centerline of Branch
53-54 S 68-12 S 5	154.04	Point Centerline of Branch
54-55 S 39-50 S 5	127.91	Point Centerline of Branch
55-56 N 82-42 S 2	142.04	Point Centerline of Branch
56-57 S 36-53 S 8	119.37	Point Centerline of Branch
58-59 N 20-11 S 1	154.10	Point Centerline of Branch
59-60 S 01-59 S 2	16.17	Point Centerline of Branch
60-61 N 35-23 S 6	42.97	Point Centerline of Branch
61-62 N 00-39 S 7	128.08	Point Set in @ Intersection of Fence and Branch



Tax Card for Offering 1-4

PROPERTY

Parcel Information

Parcel Record Number (PRN) **1169** Town/District **ALUM RIDGE**

Account Name **BOYD ALVIS J & JOAN L**

Account Name 2

Care Of **BRAD BOYD**

Address1 **979 NESTER SCHOOL RD**

Address2

City, State Zip **DUGSPUR, VA 24325**

Business Name

Location Address(es) **RT 730** VA

Map Number

Map Insert	Double Circle	Block	Parcel Number
040			72

Total Acres **166.8**

Deed **UNK--**

Will **NONE**

Plat **NONE**

Route 730

Legal Desc 1 BEAVER CREEK

Legal Desc 2

Zoning

State Class **AG / UNDEVELOPED 100 + ACRES**

Topology

Utilities **NONE**

Assessed Values

Type	Current Value (2024)	Previous Value (2023)
Land	\$791,300	\$791,300
Main Structures	\$211,300	\$211,300
Other Structures	\$26,400	\$26,400
TOTALS	\$1,029,000	\$1,029,000

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$0	UNKNOWN--	1	01/01/2003

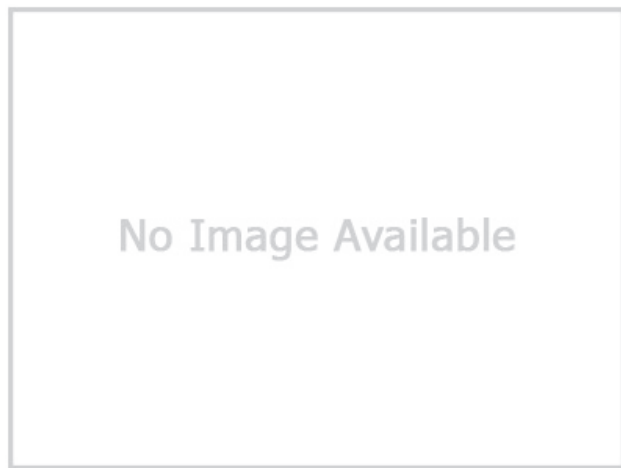
Land Segments

Seg	Description	Size	AdjRate	Value
1	HOMESITE WD	1.00	\$35,000	\$35,000
2	CROPLAND	26.00	\$5,500	\$143,000
3	CROPLAND	20.00	\$6,000	\$120,000
4	PASTURELAND	74.00	\$4,500	\$333,000
5	WOODLAND	45.80	\$3,500	\$160,300

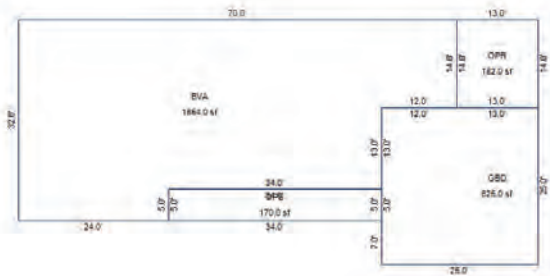
Main Structures

Main Structure 1	Rooms	6	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	3	Heated Sq Ft	1,854
	Cost/Heated SqFt	\$45.11	Constr Style	RANCH

Main Structure Photo



Main Structure Sketch



Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	NO AIRCOND	1,854	\$0	\$0
ARCH STYLE	RANCH	1,854	\$0	\$0
BATHROOMS	FULL BATHS	3	\$3,600	\$10,800
BATHROOMS	HALF BATHS	1	\$2,400	\$2,400
BUILDING TYPE	SFR	1,854	\$0	\$0
CONDITION	GOOD	1,854	\$0	\$0
EXT FINISH	BRICK	1,854	\$4	\$8,223
EXT FINISH 2	-	1,854	\$0	\$0
FIREPLACES	1 S FP BR	1	\$4,200	\$4,200
FOUNDATION	BRICK	1,854	\$0	\$0
FRAME	WOOD	1,854	\$0	\$0
HEAT	ELEC BB	1,854	\$0	\$0
ROOF MATERIAL	COMP SHG	1,854	\$0	\$0
STORIES	STORIES	1	\$0	\$0
SWL	SWL PRIVTE	1	\$12,000	\$12,000

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	OPR	OPEN PORCH (RAISED)	B	182	1.00	0.00	\$4,805	1984	1984	\$3,844
2-0	100	BVA	BRICK VENEER ONE STORY	B	1,854	1.00	0.00	\$167,728	1984	1984	\$134,182
3-0	100	OPS	OPEN PORCH (ON SLAB OR PI	B	170	1.00	0.00	\$4,080	1984	1984	\$3,264
4-0	100	GBD	GARAGE, BRICK DOUBLE CAR	B	625	1.00	0.00	\$21,000	1984	1984	\$16,800
5-0	100	BUG	BASEMENT UNDERGROUND	B	1,854	1.00	0.00	\$28,922	1984	1984	\$23,138

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlit	Value
1	FRAME BARN	FRAME BARN	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$4,000
2	METAL EQUIP SHED	METAL EQUI	NO GRADE	2,016	\$8.00	MANUAL	1.00	0	\$16,100
3	METAL STORAGE	MTL STGZZ	NO GRADE	1,568	\$4.00	MANUAL	1.00	0	\$6,300

Tax Card for Offering 5

PROPERTY

Parcel Information

Parcel Record Number (PRN) **1170** Town/District **ALUM RIDGE**

Account Name **BOYD ALVIS J & JOAN L**

Account Name 2

Care Of **BRAD BOYD**

Address1 **979 NESTER SCHOOL RD**

Address2

City, State Zip **DUGSPUR, VA 24325**

Business Name

Location Address(es) **RT 730** VA

Map Number

Map Insert	Double Circle	Block	Parcel Number
040			83

Total Acres **6.74**

Deed **UNK--**

Will **NONE**

Plat **NONE**

Route 730

Legal Desc 1 BEAVER CREEK

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2024)	Previous Value (2023)
Land	\$13,500	\$13,500
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$13,500	\$13,500

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
1	RESIDUAL	6.74	\$2,000	\$13,500

Main Structures

No data to display

Granted to: Alvis J. Boyd
Pt. 1, Bk. 209 - Rm.

710000313

CLARENCE E. GILLESPIE, et ux
TO: DEED
ALVIS J. BOYD, et ux

Deed Book 101
Page 277

THIS DEED, made and entered into this 2nd day of June,
1971, by and between CLARENCE E. GILLESPIE and VIRGINIA LORRAINE

See Plat Book 1, Page 54

GILLESPIE, in their individual capacities and as husband and wife, parties of the first part hereinafter styled Grantors, and ALVIS J. BOYD and JOAN L. BOYD, his wife, parties of the second part hereinafter styled Grantees;

W I T N E S S E T H:

That for and in consideration of the sum of TEN (\$10.00) DOLLARS and other good and valuable consideration, cash in hand paid by the said grantees to the said grantors, receipt of all of which is hereby acknowledged, said grantors do hereby bargain, sell, grant and convey unto the said grantees as tenants by the entirety with the right of survivorship as at common law, with Covenants of GENERAL WARRANTY of Title, those two (2) certain tracts or parcels of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being in Alum Ridge Magisterial District of Floyd County, Virginia, and more particularly described as follows, to-wit:

Tract No. 1 - BEGINNING at a fence post in the Northerly right of way line of State Secondary Road No. 730, corner to Lawrence Weeks property, thence leaving Road No. 730, N. 32° 15' W. 114.93 ft. to a 14" red oak, continuing with said Weeks line N. 09° 00' W. 1,434.89 ft. to a fence post and a turn in the fence, corner to Quesenberry property, thence with said Quesenberry line N. 08° 00' W. 391.16 ft. to a large white oak, N. 59° 00' W. 515.74 ft. to a stake at point of intersection of fences, N. 72° 49' E. 783.02 ft. to a 12" white oak, N. 31° 00' E. 234.83 ft. to 5" black oak, S. 81° 00' E. 17.97 ft. to twin 10" red oak, S. 28° 00' E. 169.64 ft. to twin 12" and 8" white pine, N. 32° 15' E. 705.27 ft. to a fence post corner to Mangus property, thence with said Mangus line S. 52° 00' E. 198.22 ft. to fence post, N. 57° 15' E. 265.15 ft. to a fence post, S. 76° 33' E. 810.88 ft. to a fence post, S. 84° 30' E. 203.38 ft. to a fence post, N. 28° 41' E. 884.72 ft. to fence post corner to Sowers property, thence with said Sowers line S. 68° 30' E. 589.76 ft. to a fence post at intersection of woven wire fence, S. 53° 00' E. 66.00 ft. to a stake on the West bank of a creek, S. 22° 00' W. 145.20 ft. to a stake 30 feet East to a creek, S. 16° 00' E. 231.00 ft. to a stake 40 feet West of a creek, S. 11° 00' W. 165.00 ft. to a stake 30 feet West of a creek, S. 04° 00' W. 412.50 ft. to a stake 25 feet West of creek, S. 01° 54' W. 430.63 ft. to a stake on East bank of the creek, N. 66° 00' W. 220.79 ft. to a large oak, S. 47° 30' W. 52.00 ft. to a fence post in the center of old road, S. 29° 30' W. 145.57 ft. to fence post in center of old road, S. 54° 30' W. 192.04 ft. to a fence post in center of old road due West 131.92 feet to fence post in center of an old road, N. 70° 30' W. 209.83 ft. to a fence post at corner of fences in center of old road, S. 50° 00' W. 375.00 ft. to a cherry stump, S. 46° 15' E. 114.25 ft. to a large oak, S. 33° 30' E. 433.00 ft. to a fence post at corner of fences, S. 45° 00' W. 740.99 ft. to a fence post at corner of fences, S. 37° 30' E. 234.90 ft. to a fence post in the Northerly right of way line of set Road No. 730, thence with Northerly right of way line of Road 730 S. 65° 30' W. 1,757.41 ft. to a point, S. 62° 45' W. 180.80 ft. to the BEGINNING, containing 166.80 acres;

Tract No. 2 located directly across State Secondary Road No. 730 from Tract No. 1 above - BEGINNING at a point by a culvert in the Southerly right of way line of State Secondary Road No. 730, corner to L. C. Akers land, thence with the said Akers line and leaving said Road No. 730, S. 18° 30' W. 36.00 ft. to a point in the center line of a branch, thence with the center line of said

branch the following courses and distances: S. 43° 30' W. 83.98 ft., S. 76° 00' W. 66.00 ft., S. 35° 45' W. 133.98 ft., S. 28° 15' W. 67.92 ft., S. 48° 15' W. 55.96 ft., S. 14° 30' E. 32.00 ft., S. 52° 30' W. 75.99 ft., S. 80° 30' W. 74.00 ft., S. 42° 00' W. 41.99 ft., N. 31° 00' W. 36.00 ft., S. 77° 30' W. 179.95 ft., S. 53° 15' W. 61.95 ft., S. 30° 45' W. 94.00 ft., S. 71° 45' W. 135.70 ft., S. 63° 00' W. 57.96 ft., S. 23° 30' W. 55.99 ft., S. 60° 35' W. 191.64 ft., S. 46° 24' W. 51.48 ft., S. 53° 13' W. 142.66 ft., N. 67° 33' W. 82.77 ft., S. 68° 50' W. 91.00 ft., thence leaving the center of said branch S. 09°

30' E. 72.69 ft. to a point of intersection in the center line of branch with a fence S. 46° 01' W. 43.39 ft. to a fence post at corner of fence, N. 32° 05' W. 203.42 ft. to a 15" red oak at turn in fence, N. 53° 08' W. 80.90 ft. to a stake in the Southerly right of way line of State Road No. 730, thence with said Road 730 as it meanders N. 62° 45' E. 197.85 ft., N. 65° 30' E. 1,578.88 ft. to the BEGINNING, containing 6.74 acres, more or less, said Tracts No. 1 and 2 above containing in the aggregate 173.54 acres, be the same more or less, this conveyance being made in gross by the boundary and not by the acre, and as surveyed by William M. Largen, CLS 835, May 10, 1971,

being the identical real estate in all respects which was conveyed to the male grantor herein by deed dated October 5, 1968, said deed of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 96 at page 193, said deed calling for three tracts as follows: Tract No. 1 containing 165 acres, Tract No. 2 containing 30 acres and Tract No. 3 containing 1 acre or an aggregate of 196 acres, said property having been recently surveyed as described above in two tracts, said property lying on both sides of State Secondary Road No. 730.

WITNESS the following signatures and seals.

Clarence E. Gillespie (SEAL)
Clarence E. Gillespie
Virginia Lorraine Gillespie (SEAL)
Virginia Lorraine Gillespie

STATE OF VIRGINIA, *at large*
COUNTY OF FLOYD, to-wit:

I, Willie A. Miller, a Notary Public in and for the County and State aforesaid, do certify that Clarence E. Gillespie and Virginia Lorraine Gillespie, his wife, whose names are signed to the foregoing and hereto annexed writing bearing date of June 2, 1971, have personally appeared before me in my County and State and acknowledged the same.

Given under my hand this 2nd day of June, 1971.
My commission expires 4-29-73

William K. Miller
Notary Public

WARREN G. LINEBERRY
ATTORNEY AT LAW
FLOYD, VIRGINIA

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
June 2, 1971, at 12:56, P.M.
This Deed received in office, and, with certificate thereto attached, admitted to record. The tax imposed by Section 58-54.1 of the code in the amount of \$ 27.00 has been paid.

Teste: MARGARET H. HARMAN, Clerk
Margaret H. Harman D. C.

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **December 7th, 2023**, between **Alvis J Boyd and Joan Boyd, by and through Brad Boyd and Brenda Hale as Conservators and Guardians**, owners 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 Floyd, Virginia, and described as:

2. Legal Description –

Tax ID #40-72; Totaling +/- 167.218 acres in 4 offerings

1. Tract 1; Consisting of +/- 25.140 acres and improvements
2. Tract 2; Consisting of +/- 35.441 acres and improvements
3. Tract 3; Consisting of +/- 48.982 acres and improvements
4. Tract 4; Consisting of +/- 57.655 acres and improvements

Tax ID #40-83; Totaling +/- 7.564 acres in 1 offering

5. Tract 5; Consisting of +/- 7.564 acres and improvements

More Commonly Known As – 2103 Ridgeview Rd, Floyd, VA 24091

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 **\$10,000 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 **January 22nd, 2024** ("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 1984 and lead base paint disclosures 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.
- (j) **Other.** Sale is subject to court approval.

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.

Bradford Boyd (Seller) Date

Brenda Lester Hale (Seller) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____

950000725

LEWIS W. TURNER, et ux., et als.

725

TO: DEED OF EASEMENT

JOHN H. FAYNE

DALE PROFITT
ATTORNEY, P.C.
P. O. Box 436
FLOYD, VA 24091
(703) 745-3935

THIS DEED OF EASEMENT made and entered into this 9th day of May, 1995, by and between LEWIS W. TURNER and JANET A. TURNER, husband and wife, ALVIS J. BOYD and JOAN L. BOYD, husband and wife, and WILLIAM M. KEITH and DIANE J. KEITH, parties of the first part hereinafter styled Grantors and JOHN H. FAYNE, party of the second part hereinafter styled Grantee;

WITNESSETH:

WHEREAS, the parties hereto own real estate in the Alum Ridge Magisterial District of Floyd County, Virginia, situate and being between the southerly side of State Secondary Route No. 730 and the crest of Wills Ridge; and

WHEREAS, John H. Fayne owns several parcels of real estate on the north side of Wills Ridge, one parcel containing 12 acres and the other parcel containing 40 acres; and

WHEREAS, the said parcels are served by a road leading south of State Secondary Route No. 730, across the property of the parties of the first part, to the property of the party of second part; and

WHEREAS, there has previously been granted by Lewis W. Turner, et ux. and Alvis J. Boyd, et ux., a right of way 12 ft. in width across their properties, by Deed of Easement dated April 30, 1987, said Deed of Easement being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 159 at page 545; and

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WHEREAS, subsequent to the execution of said Deed of Easement, William M. Keith, et ux. have acquired parcels to which said right of way runs; and

WHEREAS, the parties hereto have agreed to clarify the original agreement dated April 30, 1987, to include the 12 acre and 40 acre parcels of John H. Fayne as being parcels to be served by said right of way.

NOW THEREFORE, for and in consideration of the premises, the parties hereto for and in consideration of the mutual benefits which will accrue to them, do hereby grant and convey, with GENERAL WARRANTY and with ENGLISH Covenants of Title, each to the other, their heirs and assigns, a non-exclusive easement for ingress and egress to and from their respective tracts of real estate, and especially for the benefit of those tracts of real estate which are owned by John H. Fayne, containing 40 acres and 12 acres, all being in the Alum Ridge Magisterial District of Floyd County, Virginia, leading north from the property of John H. Fayne to the property of the parties of the first part to State Secondary Route

DALE PROFITT
ATTORNEY, P.C.
P. O. Box 436
FLOYD, VA 24091
(703) 745-3935

Handwritten signature/initials on the right margin.

No. 730, along and over the existing roadway, said right of way not to exceed 12 ft. in width. Said right of way is to be perpetual and to run with the land.

The premises affected by this right of way are: (a) those properties of Lewis W. Turner and Janet A. Turner acquired by Deeds of record in said Clerk's Office in Deed Book 98 at page 649, and Deed Book 106 at page 652; (b) that property of Alvis J. Boyd and Joan L. Boyd acquired by Deed of record in said Clerk's Office in Deed Book 101 at page 477; (c) those properties of William M. Keith and Diane J. Keith acquired by

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Deeds of record in said Clerk's Office in Deed Book 185 at page 695, and Deed Book 187 at page 267; and (d) especially being for the benefit of the property which John H. Fayne (being the same person as John H. Fain) acquired from Andrew J. Dickens, by Deed dated December 15, 1941, said Deed being of record in said Clerk's Office in Deed Book 60 at page 308, and which John H. Fayne (being the same person as John Faine) acquired from Mason Akers, et ux., by Deed dated March 29, 1944, said Deed being of record in said Clerk's Office in Deed Book 64 at page 66.

WITNESS the following signatures and seals.

DALE PROFITT

ATTORNEY, P.C.

P. O. Box 456

FLOYD, VA 24091

(703) 745-3935

Lewis W. Turner (SEAL)
Lewis W. Turner

Janet A. Turner (SEAL)
Janet A. Turner

Alvis J. Boyd (SEAL)
Alvis J. Boyd

Joan L. Boyd (SEAL)
Joan L. Boyd

William M. Keith (SEAL)
William M. Keith

Diane J. Keith (SEAL)
Diane J. Keith

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DALE PROFITT
ATTORNEY, P.C.
P. O. Box 436
FLOYD, VA 24091
(703) 745-3335

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

The foregoing instrument was acknowledged before me this
10th day of May, 1995, by Lewis W. Turner and Janet A. Turner, husband
and wife.

My Commission Expires: 2/29/98, Commission in Charge 6/22
Commission Expires 2/27/98
Notary Public

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

The foregoing instrument was acknowledged before me this
6th day of May, 1995, by Alvis J. Boyd and Joan L. Boyd, husband and
wife.

My Commission Expires: 2/29/98, Commission in Charge 6/22
Commission Expires 2/27/98
Notary Public

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

The foregoing instrument was acknowledged before me this
10th day of May, 1995, by William M. Keith and Diane J. Keith, husband
and wife.

My Commission Expires: March 31, 1999
Monica S. Blusher
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County

May 11, 1995, at 4:02 A M
This instrument received in office, and, with certificate thereto attached
admitted to record. The tax imposed by Section 58.1-802 of the code in
the amount of \$ has been paid.

Teste: WENDELL G. PETERS, Clerk
Wendell Peters W.C.

Deed Book 159
Page 545

870000793
793

LEWIS W. TURNER, et ux, et als
TO: DEED OF EASEMENT

THIS DEED OF EASEMENT, made and entered into this 30th day of April, 1987, by and between LEWIS W. TURNER and JANET A. TURNER, husband and wife, ALVIS J. BOYD and JOAN L. BOYD, husband and wife, and JOHN H. FAYNE and LILLIE FAYNE, husband and wife.

W I T N E S S E T H :

THAT WHEREAS, the parties hereto own real estate in the Alum Ridge Magisterial District of Floyd County, Virginia, and John H. Fayne owns an interest in another tract of real estate in said magisterial district; and

WHEREAS, there has been a road in existence and used for well over twenty-one years leading from Virginia Secondary Route Number 730 through said property in the aforesaid magisterial district for approximately 2,000 feet to a tract of real estate containing 99 acres, 2 rods and 30 poles, more or less, currently owned by John H. Fayne, Aimee F. Walker, Dollie F. Carter and Merry Edith Fayne; and

WHEREAS, the parties hereto wish to establish a written and recorded easement over said road to run with the land.

NOW, THEREFORE, the parties hereto for and in consideration of the mutual benefits which will accrue to them do hereby GRANT and CONVEY with General Warranty and English Covenants of title, each to the others, their heirs and assigns, a non-exclusive easement for ingress and egress from their respective tracts of real estate and from that tract of real estate in which John H. Fayne owns an interest containing 99 acres, 2 rods and 30 poles, more or less, all in the Alum Ridge Magisterial District of Floyd County, Virginia, to Virginia Route Number 730 along and over the existing roadway not to exceed twelve (12) feet in width.

WITNESS the following signatures and seals:

Deeded 6-6-87 Robert C. Baswell

Lewis W. Turner (SEAL)
LEWIS W. TURNER

Janet A. Turner (SEAL)
JANET A. TURNER

Alvis J. Boyd (SEAL)
ALVIS J. BOYD

Joan L. Boyd (SEAL)
JOAN L. BOYD

John H. Fayne (SEAL)
JOHN H. FAYNE

Lillie Fayne (SEAL)
LILLIE FAYNE

STATE OF VIRGINIA)
COUNTY OF FLOYD) TO-WIT

The foregoing instrument was acknowledged before me this 2nd day of ~~April~~ ^{MAY}, 1987, by LEWIS W. TURNER and JANET A. TURNER, husband and wife.

My Commission Expires: July 25, 1987

Evelyn J. Janney
NOTARY PUBLIC

STATE OF VIRGINIA)
COUNTY OF FLOYD) TO-WIT

The foregoing instrument was acknowledged before me this 2nd day of ~~April~~ ^{MAY}, 1987, by ALVIS J. BOYD and JOAN L. BOYD, husband and wife.

My Commission Expires: July 25, 1987

Evelyn J. Janney
NOTARY PUBLIC

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STATE OF VIRGINIA)
COUNTY OF FLOYD) TO-WIT

The foregoing instrument was acknowledged before me this 30th day of April, 1987, by JOHN H. FAYNE and LILLIE FAYNE, husband and wife.

My Commission Expires: Sept. 3, 1990

Joann W. Edwell
NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
June 1, 1987, at 10:20 A.M.
This Instrument received in office, and, with certificate thereto attached, admitted to record. The tax imposed by Section 58.1-202 of the code in the amount of \$ _____ has been paid.

Teste: MARGARET H. HARMAN, Clerk

Rhonda J. Vaughn o.c

RECORD OF INSPECTION-SEWAGE DISPOSAL SYSTEM

#4

Grid # 41
Not B.N.A.

Date 12-8-71 Case No. Not B.N.A.

Owner Clarence Gillespie Address Star Pt., Floyd, Va. Phone ---

Occupant Same Address Same (Mailing Address) Phone ---

Exact Location of Premises 1 mile Northwest of intersection of Rts. #730 & #705 on latter
(Subdivision, Street or Road Name, Section or Lot No.)

WATER SUPPLY INSPECTION

Installed according to Permit Design Yes No. Distance to nearest House Sewer 50+ feet. Distance to nearest Sewage Disposal System 100+ feet. (Use Form LHS-143 for Detailed inspection of Water Supply Reference Materials.)

SEWAGE DISPOSAL SYSTEM INSPECTION

- (1) LOCATION
Allotted Area adequate Yes No. Distance from nearest lot line 20+ feet. Trees 20+ feet. Water Supplies 100+ feet. Buildings 50+ feet.
- (2) INSTALLATION AND DESIGN
Installed according to Permit Design Yes No
Have additional Household Appliances been added NOT on Permit: Automatic Washer Garbage Disposal Other None
(Describe)
- (3) SOIL CONDITION
Are there soil conditions now evident which indicate system may be unsatisfactory as designed: Yes No. If Yes, show adjustments required under "Remarks" below.
- (4) HOUSE SEWER LINE
Installed Yes No. Type of material 8" Sumnerized Pipe Size 4" Inches.
- (5) SEPTIC TANK
Constructed of Concrete
(Kind of Material)
Inside Dimensions Length 7 feet. Width 3 1/2 feet.
Liquid Depth 4 feet. Depth of Air Space 12 inches.
Inside Fittings comply with requirements Yes No.
- (6) DISTRIBUTION BOX
Watertight and equal surcharge to each line by Water Test Yes No. Distribution Box provided with 3 extra outlets for future use. (Number)
- (7) SUBSURFACE ABSORPTION FIELD
Total Area in bottom of ditches 720 square feet.
Number of ditches 4 Length of ditches 60 feet.
Grade of ditches Minimum 2 1/4 Inches per 100 feet. Maximum 3 inches per 100 feet. Has system been checked by instruments (Level) Yes No
Type aggregate used Broken Stone
Depth of aggregate under Tile 6 inches
Total depth of aggregate 13 inches
Depth of backfill over aggregate FROM 12 TO 18 inches
- (8) SURFACE DRAINAGE
Storm Drains from House and Basement flowing away from Subsurface Drainage Field: Yes No. Was Surface Drainage required Yes No. If Yes, has this been provided Yes No. Has area been drained by lowering Ground Water Table: Yes No. Not required.
- (9) Are follow-up inspections necessary Yes No.

Septic Tank Contractor: A. Moran Address Rt. #4 - Floyd, Va. Phone ---

This Sewage Disposal System (Is) ~~Not~~ Approved by James A. Hall Health Department.

Date 12-8-71 Signed James A. Hall (Sanitarian) Date --- Approved --- (Health Director)

Date --- Approved --- (Advisory Sanitarian) Date --- Approved --- (Reviewing Authority - Other Agency)

With proper maintenance, approved Sewage Disposal systems may be expected to function satisfactorily, provided no overloading or physical damage occurs to the system. Remarks: _____

DEC 8 1971

**PERMIT TO INSTALL OR REPAIR
WATER SUPPLY and/or SEWAGE DISPOSAL SYSTEMS
(VOID AFTER TWELVE (12) MONTHS)**

Grid #41

Date 11-22-71 Case No. Not F.H.A.

Owner Clarence Millespie Address Star Pt - Floyd, Va. Phone _____

Occupant Same Address Same (Mailing Address) Phone _____

Exact Location of Premises ± 1/2 mile Northwest of intersection of Rts #730 & #705 on latter
(Subdivision, Street or Road Name, Section or Lot No.)

OWNER DESIRES TO

- INSTALL**
- Water Supply System
 - Sewage Disposal System
 - Septic Tank
- Health Department recommends _____

- FOR**
- Dwelling Other _____
 - Actual or potential Bedrooms 3 Actual or estimated Water Consumption 140 gal. per day Automatic Washing Machine Yes No
 - Garbage Disposal unit Yes No
 - Additional wastes 2 Bushels

DETAILS OF RECOMMENDED SYSTEMS

(1) **WATER SUPPLY** Location to be approved by Sanitarian. Type
 Drilled Well Driven Well Bored Well Dug Well
 Other _____ Cased 9 feet.

Casing to be properly sealed and vented if necessary. Casing to extend at least 6 inches above pump room floor. Grouted _____ feet. All surface drainage to flow away from water supply. Well to have a platform of concrete or other impervious material, at least 4 inches thick at casing, extending at least 24 inches in all directions from casing, gently sloped for drainage.

(2) **SOIL STUDY** Naturally drained, suitable by sight Yes No
 Technical Classification _____
 Rough Classification Sandy Medium Clay Pipe Clay. Percolation Test required Yes No. Rate _____ Minutes per inch. Depth of Water Table 7-10 feet (Estimated)

Surface drainage required Yes No. Area Drainage by Lowering Ground Water Table required Yes No

(3) **DETAILS OF CONSTRUCTION** Watertight Septic Tank of
Concrete (Kind of Material) Inside Dimensions Length 17 feet.

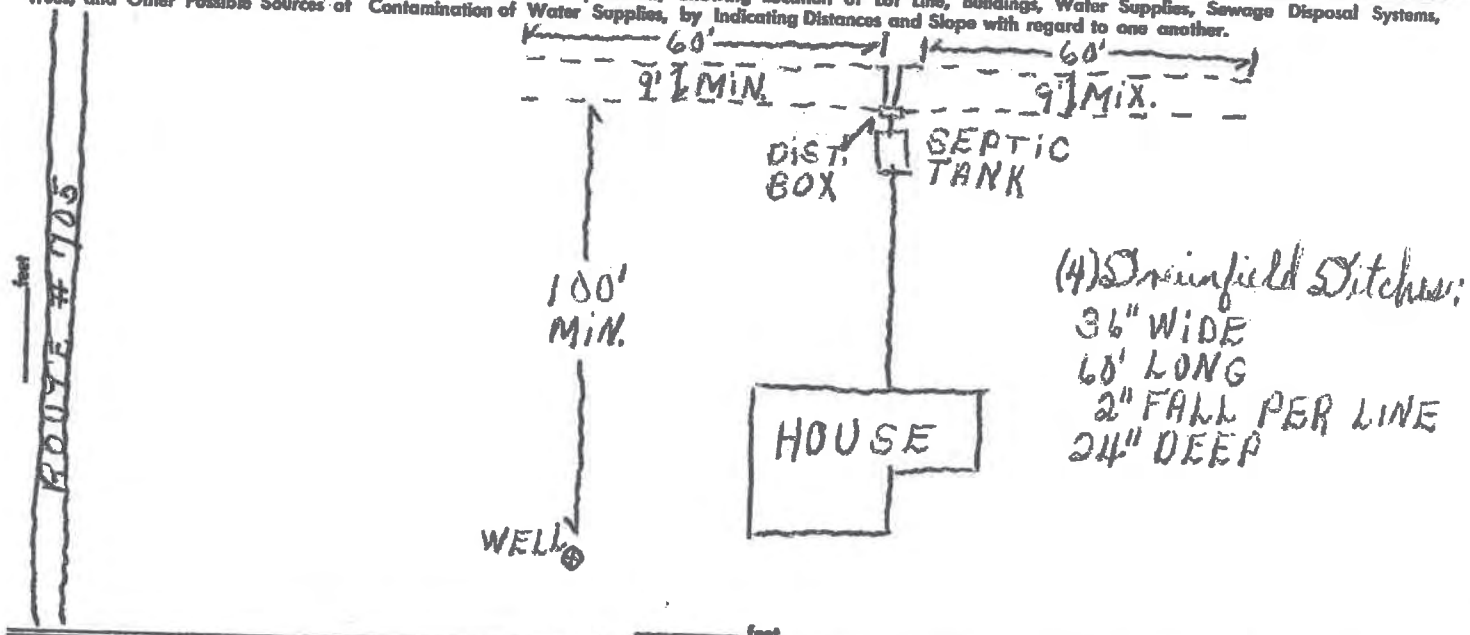
Width 3 1/2 feet. Liquid Depth 4 feet. Depth of Air Space 1 feet. Liquid Capacity 120 gallons.

(4) **HOUSE SEWER LINE** Size 4 inches. Type of material required CHANCE. Distance from Water Supply 50 1/2 feet.

(5) **SUBSURFACE ABSORPTION FIELD** Distribution Box required. Ditches of equal length required. Number of square feet required 720. Type aggregate required Broken Stone Gravel Slag. Size range from 1/2 inches to 2 1/2 inches. Depth of aggregate from base of tile to bottom of ditches 6 inches.

Total aggregate must equal minimum depth of 13 inches or more. Soil Cover over tile not to exceed 18 inches. Distance from well to septic tank MIN 50 feet; distance from well to drain tile field MIN 100 feet.

Rough Sketch of Premises (including adjacent properties if pertinent, Showing Location of Lot Line, Buildings, Water Supplies, Sewage Disposal Systems, Trees, and Other Possible Sources of Contamination of Water Supplies, by Indicating Distances and Slope with regard to one another.



Note: Owner or his agent must notify Health Department, Phone 746-0111 when installation is ready for inspection. If any Sewage Disposal System, or part thereof, is covered before being inspected by the Health Department, it shall be uncovered at the direction of the Health Director or his agent. **CONDITIONS DISCOVERED DURING INSTALLATION MAY REQUIRE ADJUSTMENTS OF SYSTEM DESIGN.** Changes from above specifications require Health Department approval before being made.

Based on the above information, the undersigned recommends that this permit be issued.

Date _____ Approved _____ Health Department, Phone 746-0111
 (Reviewing Authority) Date 11-22-71 Signed James A. Hall
 Virginia State Department of Health (Sanitarian or Health Director)

TRIPLICATE