



# 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** – Sean Nester and Terry Nester (Life Estate)

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Friday, April 26<sup>th</sup>, 2024 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:*** Tax ID: 08753; Parcel ID 87 A 30; WB 120, PG 670; Deed 275, Page 0738, Consisting of +/- 23.85 acres and improvements  
**Address: TBD Stillhouse Rd., Hillsville, VA 24343**

***OFFERING #2:*** Tax ID: 08752; Parcel ID 87 A 31; WB 120, PG 670; Deed 119, Page 0376; Consisting of +/- 114.99 acres and improvements  
**Address: TBD Stillhouse Rd., Hillsville, VA 24343**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, April 26<sup>th</sup>, 2024 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 [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$10,000 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 **Monday, June 10<sup>th</sup>, 2024**. 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) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not 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 Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

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](mailto:Gallimore.Matt@gmail.com)

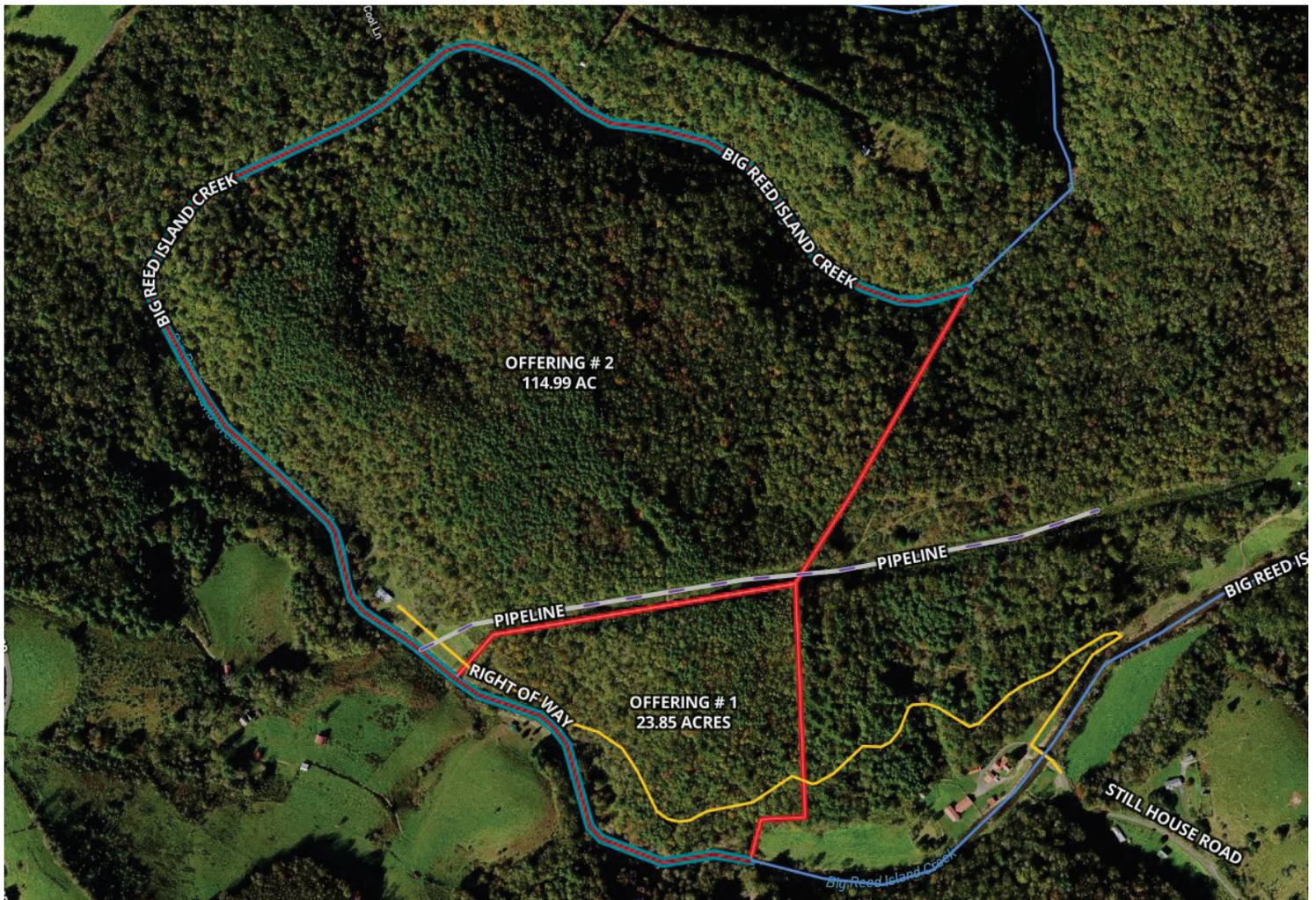
**Individual State License #'s**

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

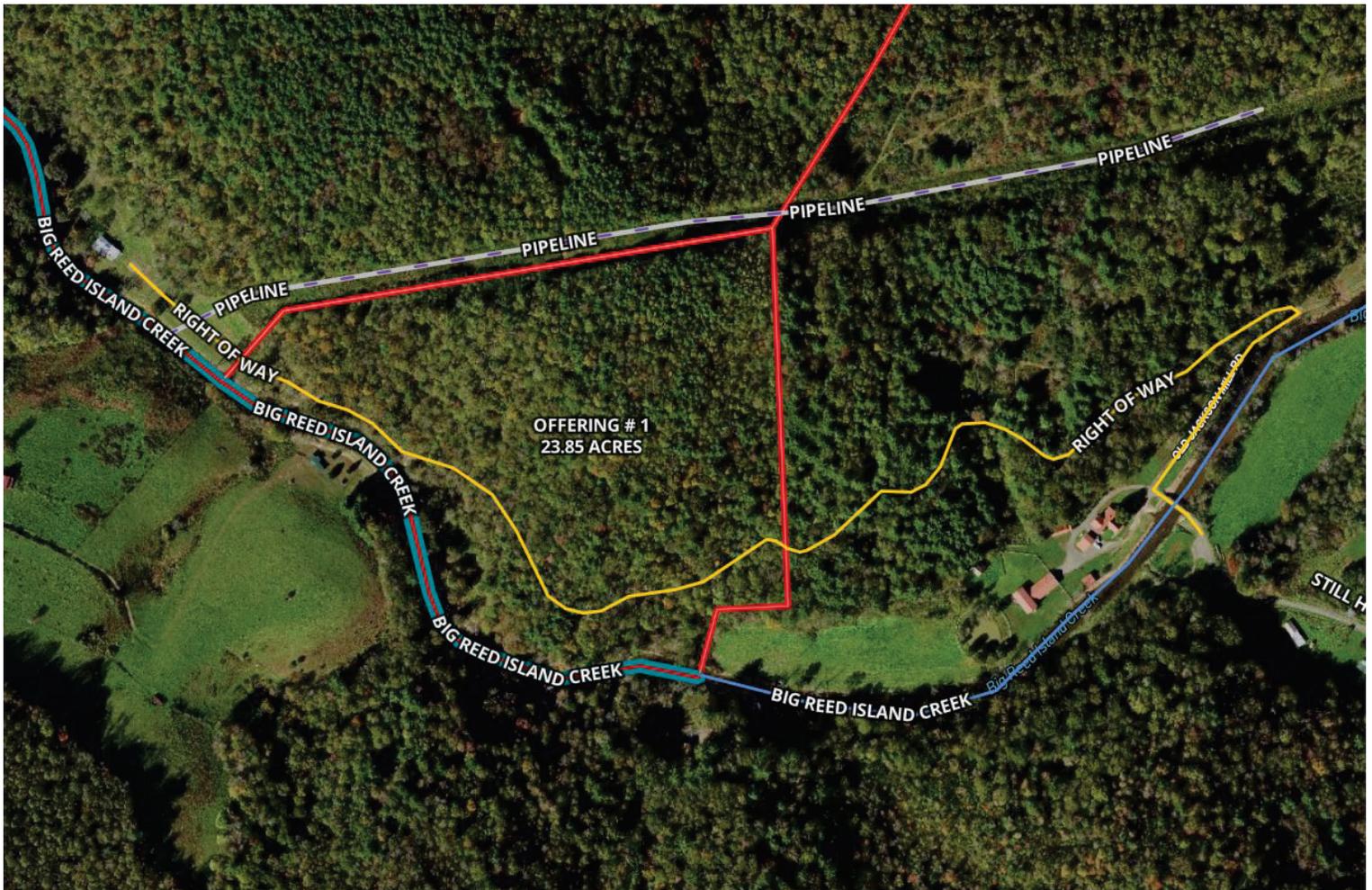
# Aerial



**\*\* 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. \*\***

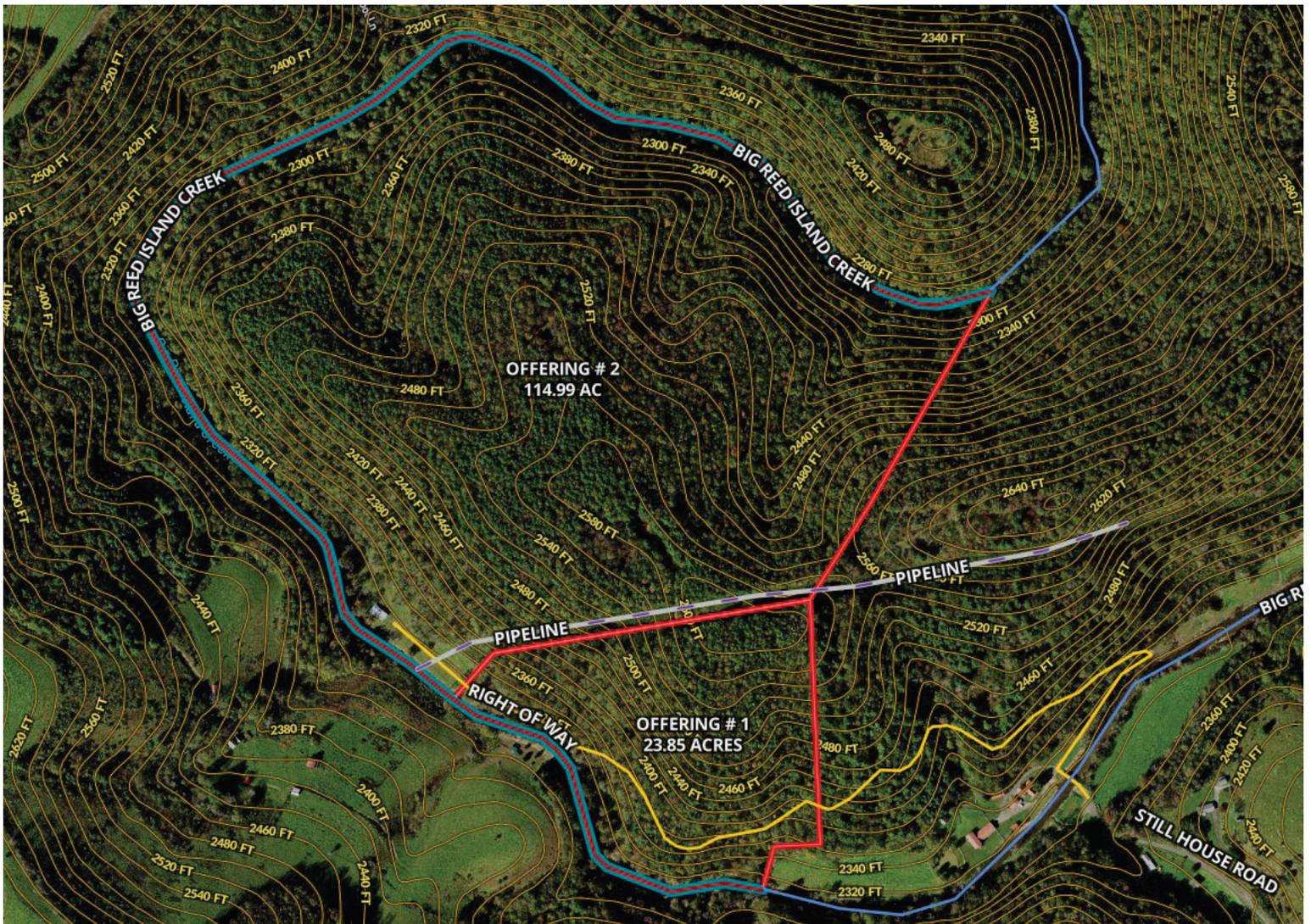
# Aerial

OFFERING #2



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

# Contour



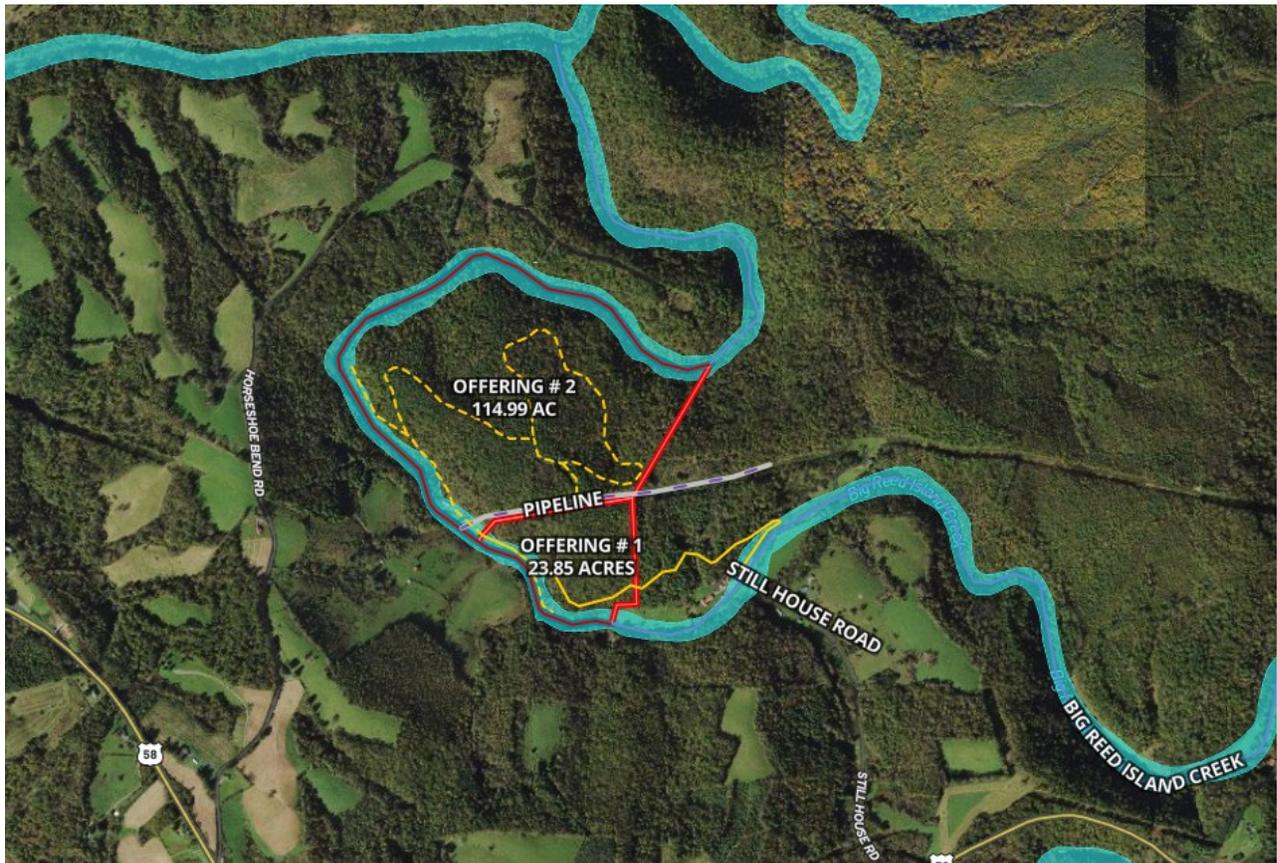
**\*\* Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***

# Topo



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

# Floodmap



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



# Neighborhood

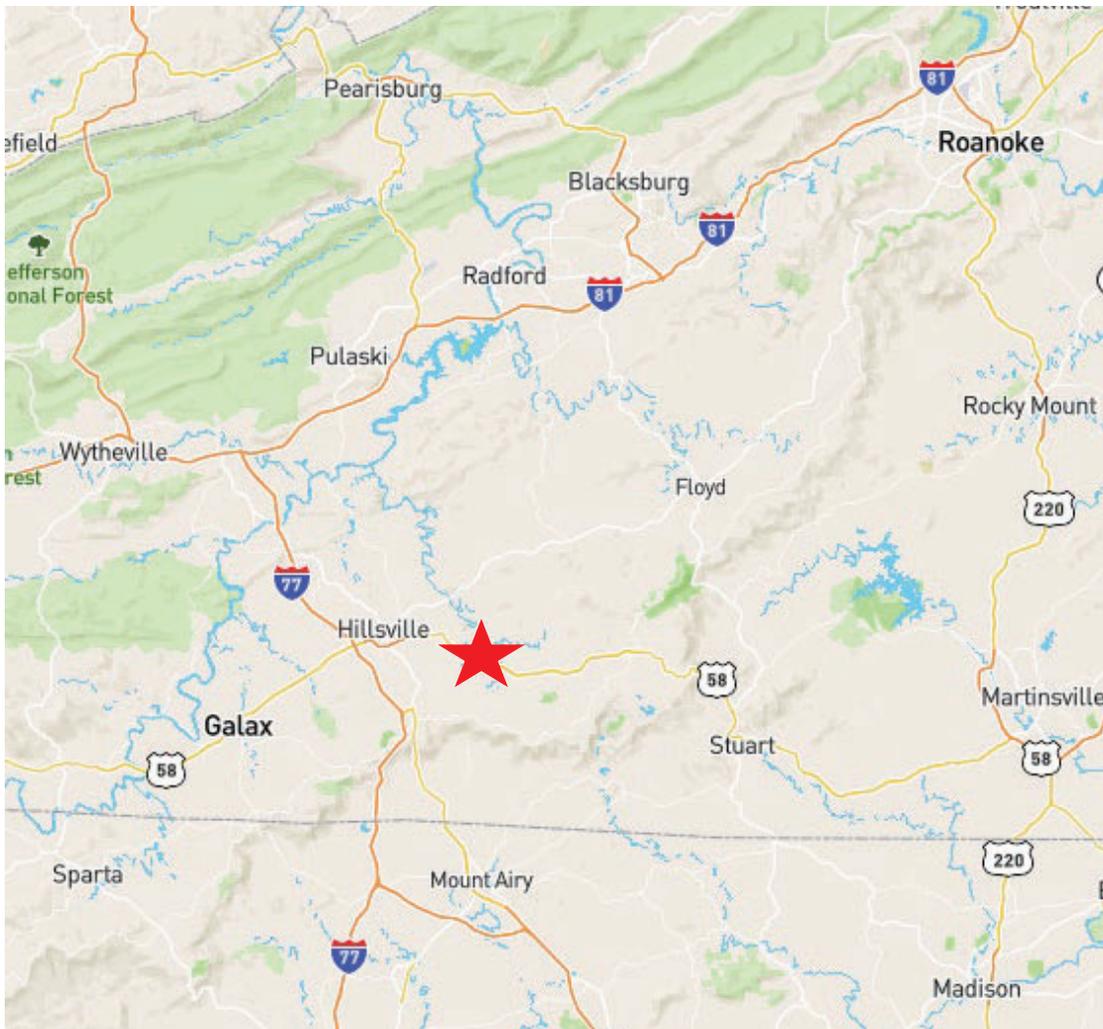
TBD Stillhouse Rd.,  
Hillsville, VA 24343





# Location

TBD Stillhouse Rd.,  
Hillsville, VA 24343



**NOTARY'S STATEMENT:**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, A NOTARY PUBLIC OF AND FOR THE AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT SEAN MATTHEW NESTER, DID APPEAR BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

**OWNER'S STATEMENT:**

THE PLATTING OR DEDICATION OF THE LAND DESCRIBED ON THIS PLAT IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEE, IF ANY.

TERRY MICHAEL NESTER DATE \_\_\_\_\_

SEAN MATTHEW NESTER DATE \_\_\_\_\_

**NOTARY'S STATEMENT:**

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_, to wit:

I, \_\_\_\_\_, A NOTARY PUBLIC OF AND FOR THE AFOREMENTIONED STATE AND COUNTY, DO HEREBY STATE THAT TERRY MICHAEL NESTER, DID APPEAR BEFORE ME THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024, AND ACKNOWLEDGED THE FOREGOING DOCUMENT BY EXECUTING THE SAME.

NOTARY PUBLIC

MY COMMISSION EXPIRES:

**SURVEYOR'S CERTIFICATE:**

I HEREBY CERTIFY THAT THIS SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, IS CORRECT AND COMPLIES WITH THE REQUIREMENTS OF THE BOARD OF SUPERVISORS, ORDINANCES AND REGULATIONS, REGARDING THE PLATTING OF SUBDIVISIONS, WITHIN THE COUNTY OF CARROLL, VIRGINIA, GIVEN UNDER MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

L.J. QUESENBERRY, L.S. #1270

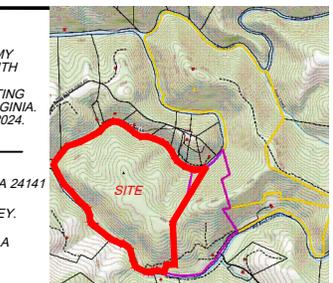
NOTES: ADDRESS: 1300 PRESTON STREET, RADFORD VA 24141

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 CARROLL COUNTY TAX SECTION 87-(A), PARCELS 30 AND 31.

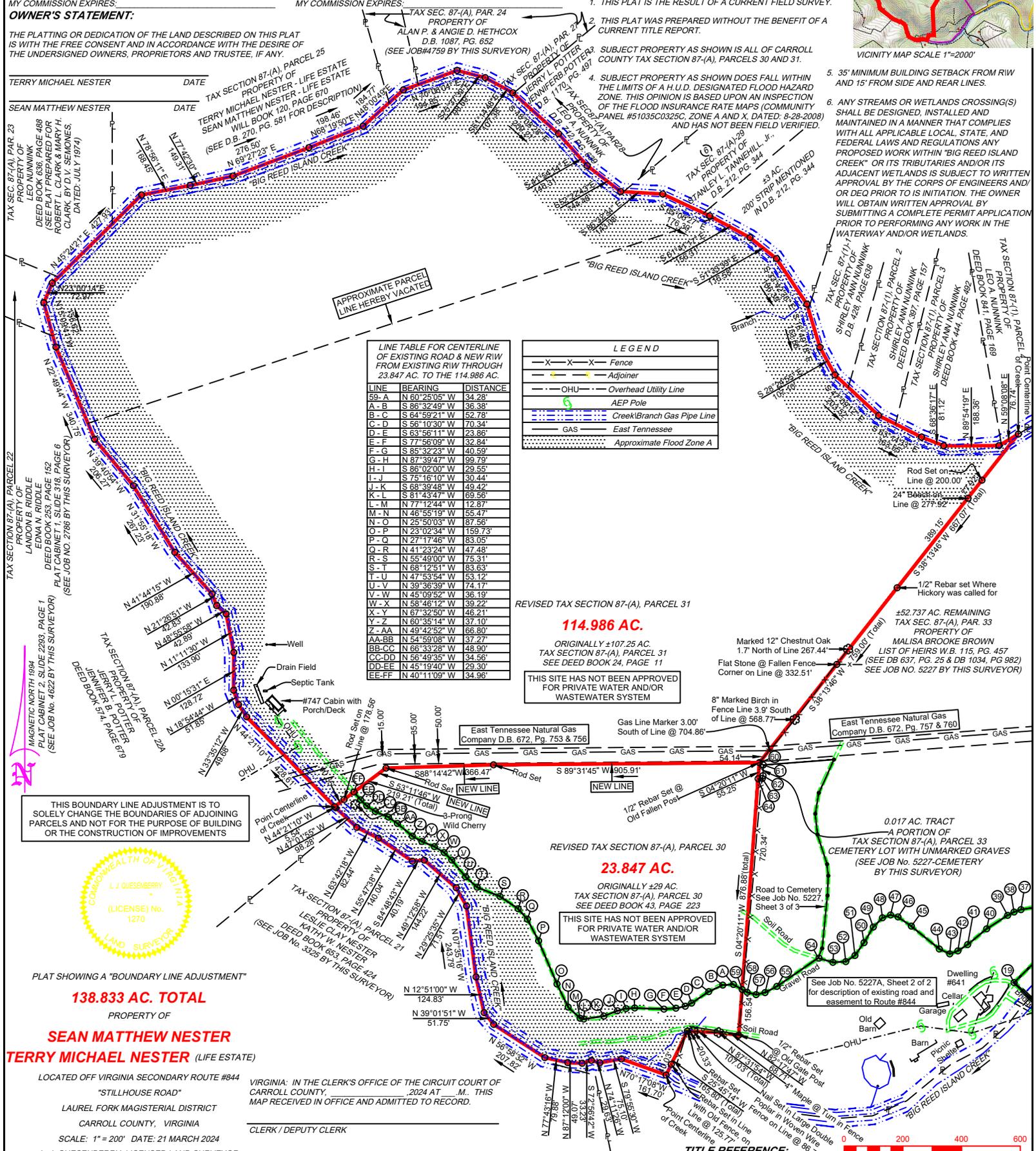
4. SUBJECT PROPERTY AS SHOWN DOES FALL WITHIN THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE. THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS (COMMUNITY PANEL #51035C0325C, ZONE A AND X, DATED: 8-28-2008) AND HAS NOT BEEN FIELD VERIFIED.



VICINITY MAP SCALE 1"=2000'

5. 35' MINIMUM BUILDING SETBACK FROM RIW AND 15' FROM SIDE AND REAR LINES.

6. ANY STREAMS OR WETLANDS CROSSING(S) SHALL BE DESIGNED, INSTALLED AND MAINTAINED IN A MANNER THAT COMPLIES WITH ALL APPLICABLE LOCAL, STATE, AND FEDERAL LAWS AND REGULATIONS ANY PROPOSED WORK WITHIN 'BIG REED ISLAND CREEK' OR ITS TRIBUTARIES AND/OR ITS ADJACENT WETLANDS IS SUBJECT TO WRITTEN APPROVAL BY THE CORPS OF ENGINEERS AND/OR DEQ PRIOR TO ITS INITIATION. THE OWNER WILL OBTAIN WRITTEN APPROVAL BY SUBMITTING A COMPLETE PERMIT APPLICATION PRIOR TO PERFORMING ANY WORK IN THE WATERWAY AND/OR WETLANDS.



LINE TABLE FOR CENTERLINE OF EXISTING ROAD & NEW RIW FROM EXISTING RIW THROUGH 23.847 AC. TO THE 114.986 AC.

LINE	BEARING	DISTANCE
99-A	N 60°25'05" W	34.28'
A-B	S 86°32'49" W	36.38'
B-C	S 64°59'21" W	52.78'
C-D	S 56°10'30" W	70.34'
D-E	S 63°56'11" W	23.86'
E-F	S 77°56'09" W	32.84'
F-G	S 85°32'23" W	40.59'
G-H	N 87°39'41" W	99.79'
H-I	S 86°02'00" W	29.55'
I-J	S 75°16'10" W	30.44'
J-K	S 68°39'48" W	49.42'
K-L	S 81°43'47" W	69.56'
L-M	N 77°12'44" W	12.87'
M-N	N 46°55'19" W	55.47'
N-O	N 25°50'03" W	87.56'
O-P	N 23°02'34" W	159.73'
P-Q	N 27°17'46" W	83.05'
Q-R	N 41°23'24" W	47.48'
R-S	N 55°49'00" W	75.31'
S-T	N 68°12'51" W	83.63'
T-U	N 47°53'54" W	53.12'
U-V	N 39°36'39" W	74.17'
V-W	N 45°09'52" W	36.19'
W-X	N 58°14'12" W	83.22'
X-Y	N 87°32'50" W	46.21'
Y-Z	N 60°35'14" W	37.10'
Z-AA	N 49°42'52" W	66.80'
AA-BB	N 54°59'08" W	37.27'
BB-CC	N 66°33'28" W	48.90'
CC-DD	N 56°49'35" W	34.56'
DD-EE	N 45°19'40" W	29.30'
EE-FF	N 40°11'09" W	34.96'

**LEGEND**

- X-X-X-X Fence
- - - - - Adjoiner
- - - - - OHU - Overhead Utility Line
- ⊙ AEP Pole
- Creek/Branch Gas Pipe Line
- GAS - East Tennessee
- Approximate Flood Zone A

REVISED TAX SECTION 87-(A), PARCEL 31  
**114.986 AC.**

ORIGINALLY ±107.25 AC.  
TAX SECTION 87-(A), PARCEL 31  
SEE DEED BOOK 24, PAGE 11

THIS SITE HAS NOT BEEN APPROVED FOR PRIVATE WATER AND/OR WASTEWATER SYSTEM

REVISED TAX SECTION 87-(A), PARCEL 30  
**23.847 AC.**

ORIGINALLY ±29 AC.  
TAX SECTION 87-(A), PARCEL 30  
SEE DEED BOOK 43, PAGE 223

THIS SITE HAS NOT BEEN APPROVED FOR PRIVATE WATER AND/OR WASTEWATER SYSTEM

THIS BOUNDARY LINE ADJUSTMENT IS TO SOLELY CHANGE THE BOUNDARIES OF ADJOINING PARCELS AND NOT FOR THE PURPOSE OF BUILDING OR THE CONSTRUCTION OF IMPROVEMENTS



PLAT SHOWING A "BOUNDARY LINE ADJUSTMENT"  
**138.833 AC. TOTAL**

PROPERTY OF  
**SEAN MATTHEW NESTER**  
**TERRY MICHAEL NESTER (LIFE ESTATE)**

LOCATED OFF VIRGINIA SECONDARY ROUTE #844  
"STILLHOUSE ROAD"  
LAUREL FORK MAGISTERIAL DISTRICT  
CARROLL COUNTY, VIRGINIA

SCALE: 1" = 200' DATE: 21 MARCH 2024  
L. J. QUESENBERRY, LICENSED LAND SURVEYOR  
521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343  
PHONE & FAX: (276)-728-7471  
E-MAIL: queseberrysurveying@gmail.com

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CARROLL COUNTY, \_\_\_\_\_, 2024 AT \_\_\_\_\_ M. THIS MAP RECEIVED IN OFFICE AND ADMITTED TO RECORD.

CLERK / DEPUTY CLERK

THIS PLAT IS APPROVED FOR RECORDATION AS A BOUNDARY LINE ADJUSTMENT PLAT AND NOT A PLAT OF SUBDIVISION PURSUANT TO SECTION 216-4. OF THE CARROLL COUNTY SUBDIVISION ORDINANCE.

SUBDIVISION AGENT

DATE

**TITLE REFERENCE:**

PLAT SHOWING "138.833 AC. TOTAL" IS A PORTION OF THAT PROPERTY ACQUIRED BY SEAN MATTHEW NESTER AND TERRY MICHAEL NESTER - LIFE ESTATE AS DESCRIBED IN WILL BOOK 120, PAGE 670, ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF CARROLL COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO WILL IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

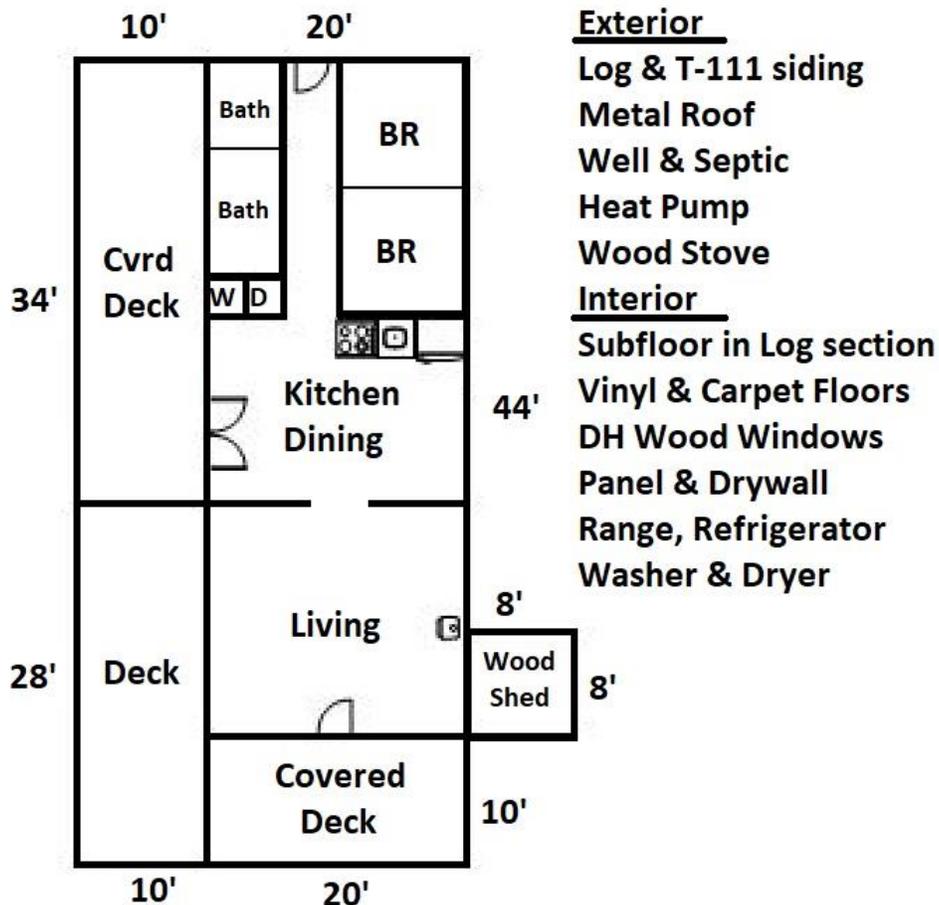


# Floor Plan

## Auction Services

### General Floorplan - 1,040 Square Feet

\* According to Tax Card, home was built in 1980



\*While best efforts were made for accuracy, this floorplan is provided for illustration purposes only. Bidder's are expected to complete all due diligence prior to bidding.

**OWNERSHIP**  
 NESTER GROSBY CARL ESTATE  
 CO TERRY MICHAEL NESTER  
 1300 PRESTON ST  
 RADFORD, VA 24141  
 OFF RD 907  
 Date  
 01/24/2022 NESTER GROSBY CARL Bk/Pg: WB 120, 670 \$0  
 01/01/2000 Bk/Pg: 275, 0738 \$0

**ADMINISTRATIVE INFORMATION**  
 PARCEL NUMBER 87 A 30  
 Parent Parcel Number  
 Property Address  
 Neighborhood  
 500 County Southeast  
 Property Class 5 5-Agricultural/Undev (20-99Ac)  
**TAXING DISTRICT INFORMATION**  
 Jurisdiction 018  
 Area 001  
 District 02

# AGRICULTURAL

## VALUATION RECORD

Assessment Year	01/01/1998	01/01/2004	01/01/2008	01/01/2013	01/01/2017	01/01/2021
Reason for Change	20	Reassessment	Reassessment	2013	2017	2021
VALUATION	11600	43500	87000	72500	72500	72500
0	0	0	0	0	0	0
T	11600	43500	87000	72500	72500	72500

## Site Description

Topography:  
 Public Utilities:  
 Street or Road:  
 Unpaved  
 Neighborhood:  
 Static  
 Zoning: 1 6 Woodland  
 Legal Acres: 29.0000  
 12 29.0000  
 1.00 2500.00 2500.00 72500  
 72500

## LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	Acreage	Effective	Depth	Rate	Rate	Value	Factor	
-or-	-or-	Depth	Square Feet	Rate	Rate	Value		
12	29.0000	1.00	2500.00	2500.00	2500.00	72500		72500

COM1: 87 - (A) - 30  
 LAND: ON REED ISLAND CREEK  
 POOR ACCESS/STEEP CREEK FRONTAGE  
 TR22: TRANSFER 2022  
 Supplemental Cards  
 TRUE TAX VALUE 72500

Supplemental Cards  
**TOTAL LAND VALUE** 72500

OWNERSHIP  
TRANSFER OF OWNERSHIP

Tax ID 08752

OWNERSHIP

NESTER GROSBY CARL ESTATE  
CO TERRY MICHAEL NESTER  
1300 PRESTON ST  
RADFORD, VA 24141  
HWY 58

ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
87 A 31  
Parent Parcel Number  
Property Address  
STILLHOUSE RD

Neighborhood  
500 County Southeast

Property Class  
6 6-Agricultural/Undev (100+)  
TAXING DISTRICT INFORMATION

Jurisdiction 018  
Area 001  
District 02

# AGRICULTURAL

## VALUATION RECORD

Assessment Year	01/01/1998	01/01/2004	01/01/2008	01/01/2013	01/01/2017	01/01/2021
Reason for Change	20	Reassessment	Reassessment	2013	2017	2021
VALUATION	42900	158400	316600	282000	282000	287000
0	0	2000	2000	51000	42800	55100
1	42900	160400	318600	333000	324800	342100

### Site Description

Topography:

Public Utilities:  
Electric

Street or Road:  
Unpaved

Neighborhood:  
Static

Zoning:  
1 6 Woodland  
2 Pipelines  
3 90 Waterfront Homesite

### LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod.	-or-	Factor	Base	Adjusted	Extended	Influence	Value
Soil ID	-or-	Actual	Effective	Depth	Square Feet	Rate	Rate	Value	Factor	
-or-	Frontage	Depth	Frontage	Depth						
12	104.4300	1.00	2500.00	2500.00	261100	261100	2500.00	261100		261100
9	1.82000	1.00	500.00	500.00	900	900	500.00	900		900
9	1.00000	0.00	25000.00	25000.00	25000	25000	25000.00	25000		25000

COM1: 87 - (A) - 31  
 GEN: GENERAL COMMENT  
 NATURAL GAS PIPE LINE - PERMANENT EASEMENT - 1.82  
 ACRES - DB 672-753, JUNE 20, 2003  
 LAND: LONG FRONTAGE ON REED ISLAND CREEK  
 POOR ACCESS/MOSTLY STEEP CREEK FRONTAGE  
 LUL5: LAND USE APPLICATION 2015  
 REVALIDATION 2009  
 LU21: LAND USE APPLICATION 2021  
 TR22: TRANSFER 2022

Supplemental Cards  
 TRUE TAX VALUE 287000

Supplemental Cards  
**TOTAL LAND VALUE 287000**



# DEED

THIS DEED made this 21 day of November, 1977, by and between John P. Alderman, and his wife Marion A. Alderman, parties of the first part; and Grosby Carl Nester, party of the second part:

:::W I T N E S S E T H:::

That for and in consideration of the sum of Six Thousand Three Hundred Fifty and No/100 (\$6,350.00) Dollars, of which amount of \$2,350.00 is cash in hand paid and the balance of which is represented by a negotiable note of the grantee made this day in the amount of \$4,000.00 with interest at 9% and payable one year from date, the payment of which is secured by an expressed Vendor's Lien which is hereby retained upon the land hereinafter conveyed.

The said parties of the first part do hereby bargain, grant, sell and convey unto the said party of the second part, all the following described tract of land situated in the Laurel Fork Magisterial District of Carroll County, Virginia and more particularly described as follows:

Being a parcel of 29 acres and bounded by the lands of Vonnie Horton, Grace Horton, The Ellis Webb Old Tract and Big Reed Island River and being the same land conveyed John P. Alderman from Frank Alcorn by deed dated May 16, 1964, and of record in Deed Book 153 at page 146.

This is a conveyance by the boundary and not by the acre.

WITNESS the following signatures and seals.

John P. Alderman (SEAL)

Marion A. Alderman (SEAL)

The notes mentioned in this deed was this day produced before me marked, paid and was attested by me this 24th of Nov. 1978

Jean J. Balen Deputy Clerk

The debt secured by the lien in this deed has been paid in full and the same is hereby released. This 24th day of Nov. 1978

John Perry Alderman  
Jean J. Balen Deputy Clerk

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

I, Peggy R. Reese, a Notary Public in and for the County and State aforesaid, do hereby certify that John P. Alderman and Marion A. Alderman, whose signatures and seals are affixed to the foregoing deed bearing date of November 21, 1977, have duly signed and acknowledged the same before me in my State and County aforesaid.

Given under my hand this 21 day of November, 1977.

Peggy R. Reese  
NOTARY PUBLIC

Virginia: In Carroll County Circuit Court Clerk's Office  
Nov 22 1977 The foregoing instrument received in  
office with certificate thereto annexed and admitted to  
record at 4:30 o'clock P M and duly indexed,  
with all required tax paid under Sec. 59-54 & 58-22.1.  
[Signature] Clerk  
State Tax 9.100 Add. Tax 4.50

#2746  
mailed: H. Carl Rester  
RFD 2  
Hillsville, Va.  
24343

VFD & MAILED  
NOV 22 1977

# DEED

Ellis Webb &c,  
 To // Deed #683  
 Grosby Carl Nester  
 vfd. 6/8/60  
 Mail-Grosby Carl Nester  
 Rt. #2  
 Hillsville, Va.  
6/9/60

This deed made the 25th of May, 1960, by and between Ellis Webb and Fannie Webb, parties of the first part; and Grosby Carl Nester, party of the second part;

WITNESSETH

That for and in consideration of the sum of three thousand and three hundred (\$3300.00) dollars, cash in hand paid with the receipt therefor hereby acknowledged, the said parties of the first part do grant unto the said party of the second part in fee simple with covenants of general warranty all of the following described tract of land situated in the Laurel Fork Magisterial District of Carroll County, Virginia on the waters of Big Reed Island:

Tract # 1: Being that tract of 86 acres conveyed Ellis Webb from Rachel Horton by deed dated September 14, 1896 and of record in the office of the Clerk of the Circuit Court of Carroll County, Virginia in Deed Book # 24 at page 11 to which reference is made for chain of title and a more complete description.

Tract # 2: Being that tract of 21 1/4 acres conveyed Ellis Webb from Laura O. Worrell by deed dated the 2nd of September, 1918 and of record in the said Clerk's Office in Deed Book # 43 at page 223 to which reference is made for chain of title and a more complete description.

Witness the following signatures and seals:

Witness to Marks of Ellis Webb  
 & Fannie Webb 25 May, 1960  
 John P. Alderman

(His Mark)  
 Ellis X Webb (SEAL)  
 Fannie X Webb (SEAL)  
 His Mark

State of Virginia:

County of Carroll, to-wit:

I, John Perry Alderman, a Notary Public in and for the County and State aforesaid, do hereby certify that Ellis Webb and Fannie Webb, whose names are signed to the foregoing deed bearing date on the 25th of May, 1960, have this day personally appeared before me in my County aforesaid and acknowledged the same.

Given under my hand this 25th of May, 1960.

My commission expires June 17th, 1962.

John Perry Alderman  
 Notary Public

VIRGINIA: In Carroll County Circuit Court Clerk's Office May 25th 1960 the foregoing deed received in office with certificate thereto annexed and admitted to record at 1:00 o'clock P. M. and duly indexed with \$3.85 U. S. Stamps affixed and cancelled.

Teste: J. A. Smith D. Clerk

# RIGHT OF WAY

THIS DEED, Made this 3rd. day of December, 19 85  
between GRACIE E. HORTON (WIDOW)  
party of the first part; and GROSBY CARL NESTER of Rt. 2, Hillville, Va.

party of the second part;

## WITNESSETH

THAT for and in consideration of the sum of Ten, (\$10.00) Dollars,  
cash in hand paid and receipt acknowledged,

The said party of the first part do<sup>th</sup> hereby bargain, grant, sell and convey  
unto the said party of the second part, in fee simple with covenants of  
General Warranty of Title,

all of the following described land, to-wit:

Being an easement of roadway through the lands of the party of the  
first part beginning at the termination of Secondary Road No. 844  
near Bir Reed Island River, thence up said River, crossing the same  
and continuing a northeasterly course behind the dwelling house of  
the party of the first part, going toward the rise of the hill and  
gradually a westerly course the shortest practical distance to the  
lands of the second part as now located and established. This easement  
shall run with the land for the benefit of the parties hereto and their  
heirs and assigns.

The said party of the first part covenant that she has the right  
to convey the said land to the grantee; that she has done no act  
to encumber said land; that the grantee shall have quiet possession of said land,  
free from all encumbrances; and that the grantor the said party of the first part  
will execute such further assurance of said land as may be requisite.

WITNESS the following signature and seal:

Gracie E. Horton (SEAL) \_\_\_\_\_ (SEAL)

STATE OF Virginia, COUNTY OF Carroll, to-wit:

The foregoing instrument was acknowledged before me this

December 3rd., 1985, by Gracie E. Horton

in my State and County aforesaid.

#1555-184-Carl Nester

My commission expires: \_\_\_\_\_

Virginia: In Carroll County Circuit Court Clerk's Office  
Dec 10, 1985 the foregoing instrument received in  
office with certificate thereto annexed and admitted  
to record at 3:30 o'clock P.M and duly  
indexed with all required tax paid under Sec. 58-54.1.  
Dennis Mills Clerk

John Alderman  
Commissioner in Chancery of the Circuit Court  
of Carroll County, Virginia.

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 26<sup>th</sup> 2024, between Sean Nester and Terry Nester ( Life Estate) 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 Floyd, Virginia, and described as:

**OFFERING #1:** Tax ID: 08753; Parcel ID 87 A 30; WB 120, PG 670; Deed 275, Page 0738, Consisting of +/- 23.85 acres and improvements  
**Address: TBD Stillhouse Rd., Hillsville, VA 24343**

**OFFERING #2:** Tax ID: 08752; Parcel ID 87 A 31; WB 120, PG 670; Deed 119, Page 0376; Consisting of +/- 114.99 acres and improvements  
**Address: TBD Stillhouse Rd., Hillsville, VA 24343**

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

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

**3. Deposit.** Purchaser has made a deposit with the Auction Company, of \$10,000 PER 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.

**4. Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before June 10<sup>th</sup> 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

**5. Required Disclosures.**

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

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 not attached because property is vacant land and exempt.

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

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

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

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

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

**6. Standard Provisions.**

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

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

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Purchaser’s Initials \_\_\_\_\_

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

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

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

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

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

(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

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Purchaser's Initials \_\_\_\_\_

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.

\_\_\_\_\_  
Sean Nester Date

\_\_\_\_\_  
Terry Nester Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone # Email

\_\_\_\_\_  
(Purchaser signature) Date

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_