



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 – Luther William Barden III By and Through John Martinkosky Guardian

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

AUCTION DATE – Thursday, September 12th, 2024 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

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

OFFERING –

Legally described as:

- 1) +/-3.763 Acres; Tax ID # 78-45B; Parcel ID 14263; Will 23-0000019
- 2) +/-7.0293 Acres and improvements; Tax ID # 78-45; Parcel ID 3439; Will 23-0000019
- 3) +/-3.382 Acres; Tax ID # 78-45C; Parcel ID 14264; Will 23-0000019
- 4) +/-2.872 Acres; Tax ID # 78-45D; Parcel ID 14265; Will 23-0000019
- 5) +/-2.128 Acres; Tax ID # 78-45E; Parcel ID 14266; Will 23-0000019

Address: 4706 Conner Grove Rd., Meadows of Dan, VA 24120

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, September 12th, 2024 at 4 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**. 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 \$5,000 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, October 28th, 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. 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

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

Aerial



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

Contour



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



Neighborhood

4706 Conner Grove Rd.

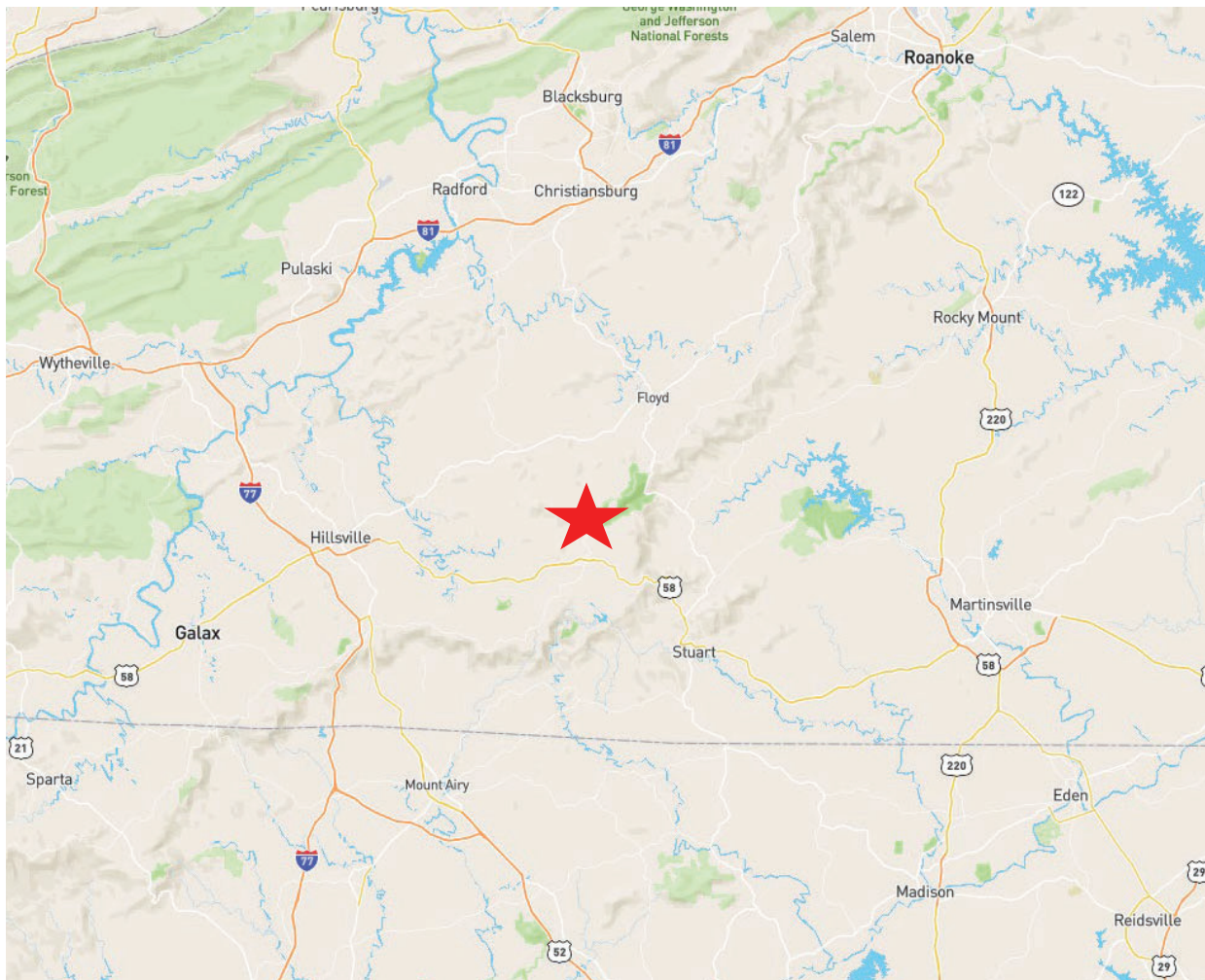
Meadows of Dan, VA 24120





Location

4706 Conner Grove Rd.
Meadows of Dan, VA 24120



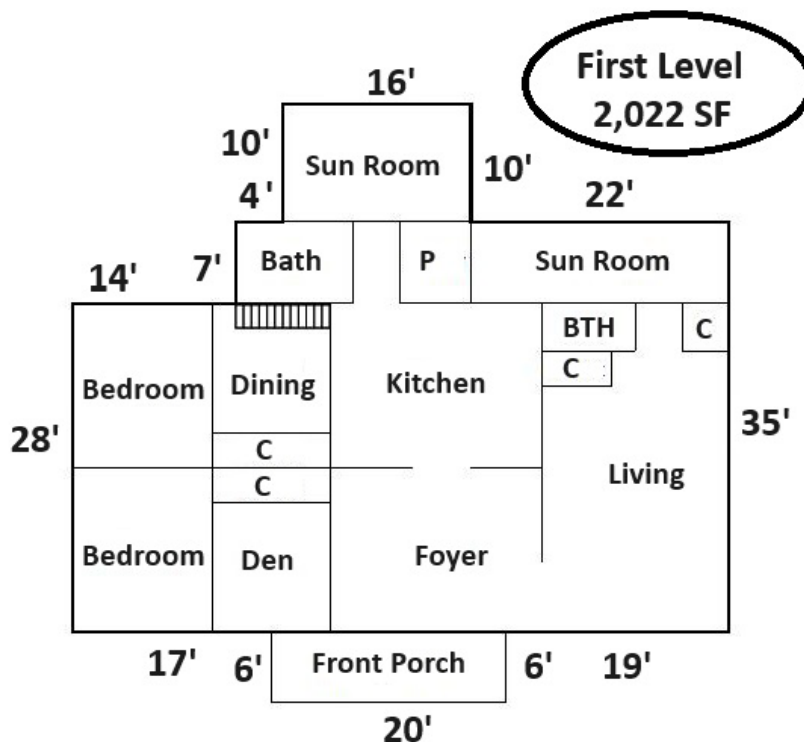


Floor Plan

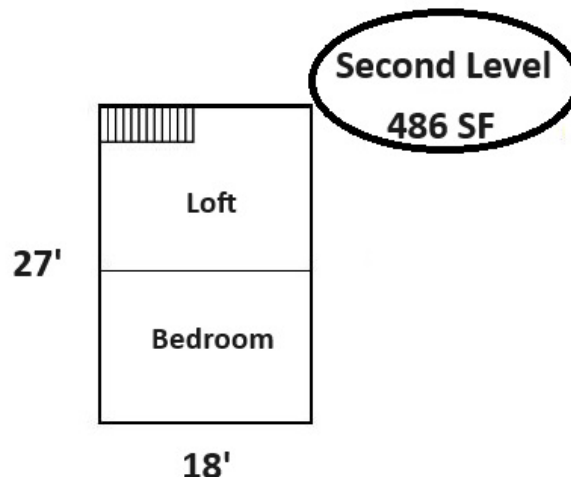
Auction Services

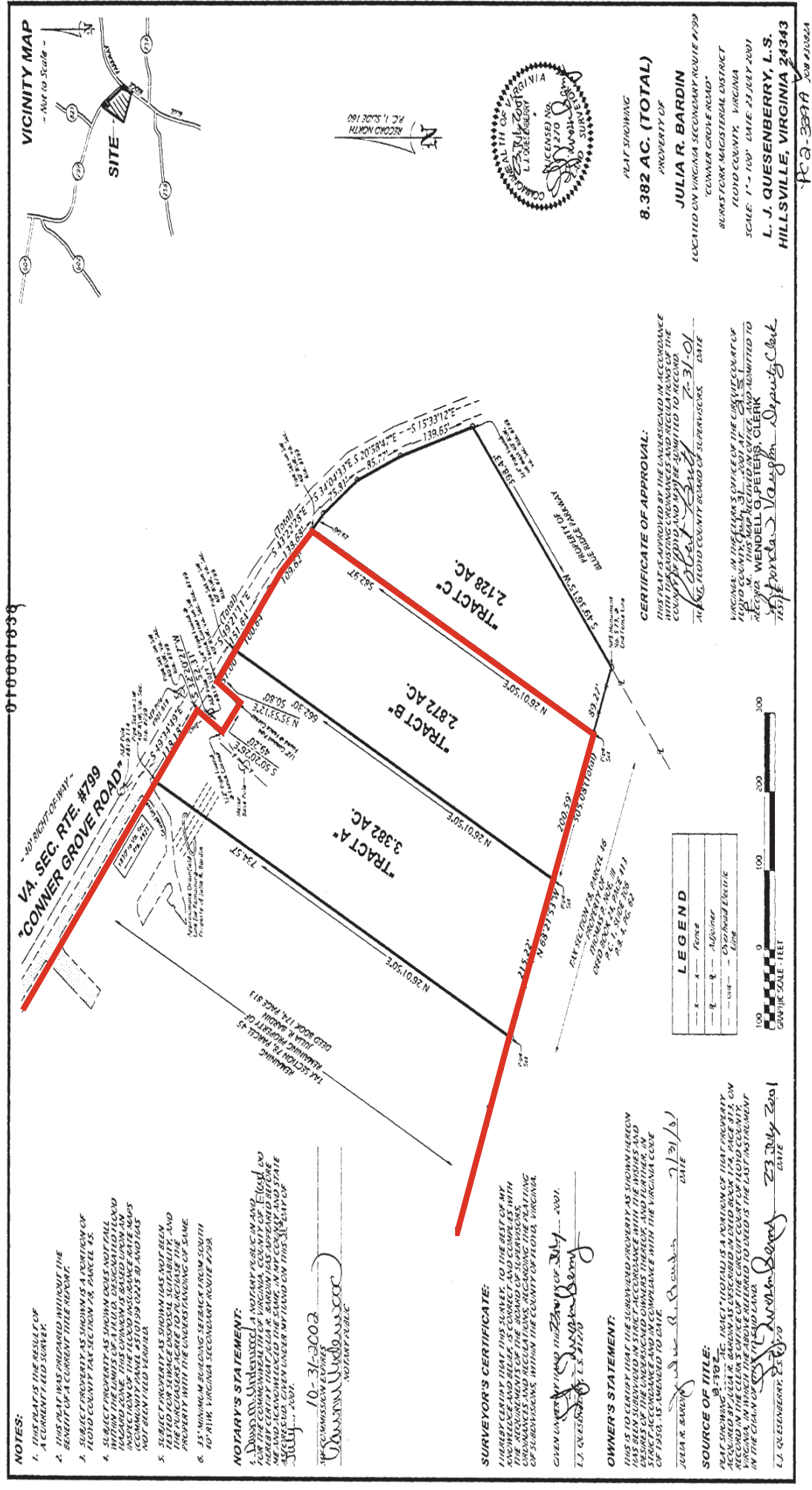
General Floorplan

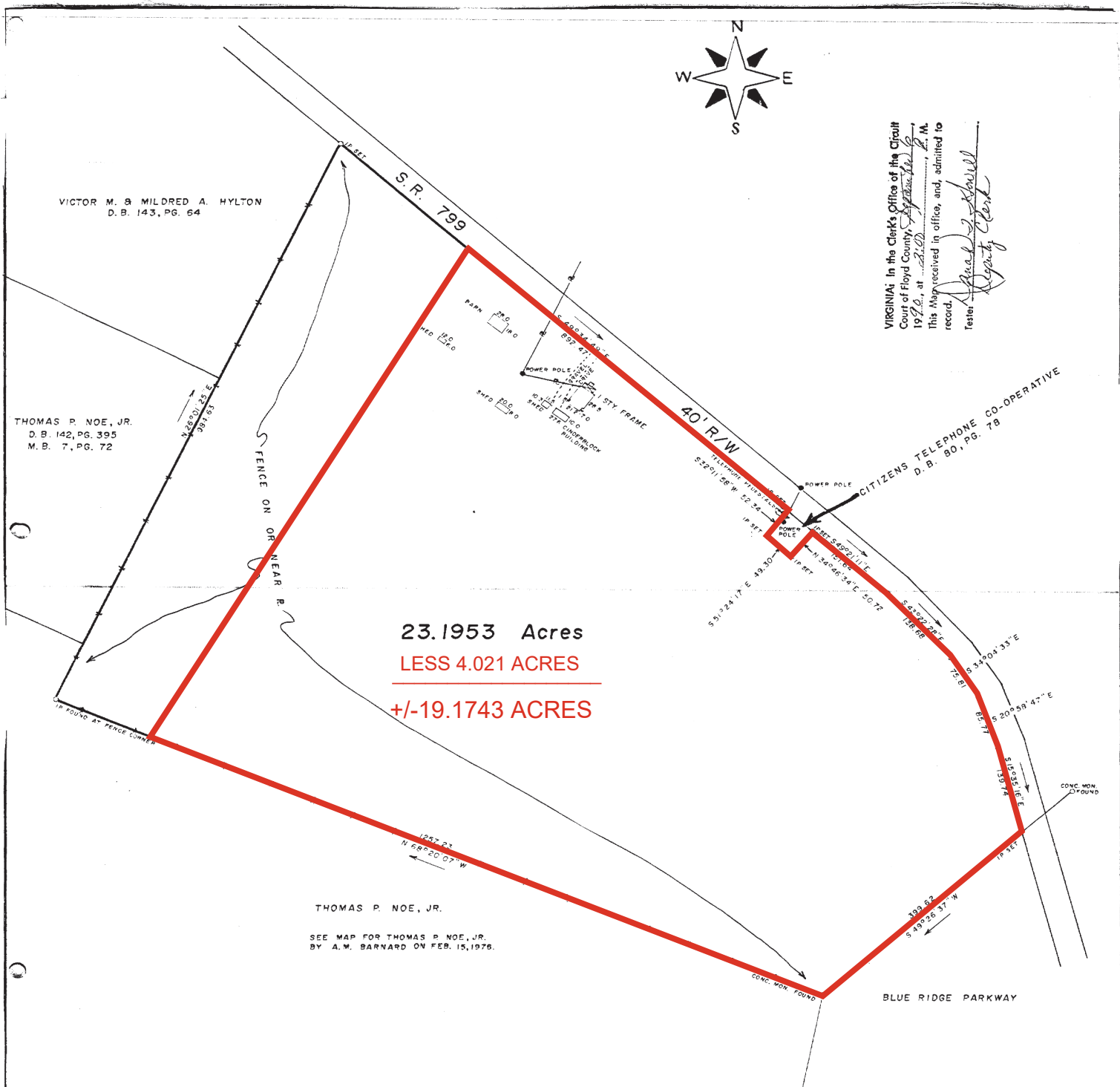
2,508 SF : 3 BR / 2 Bath



Year Built - 1940
Exterior - Brick / Vinyl
Foundation - CBlock
Crawl Space
Roof - Metal
Heat Pump
Fireplace
Septic / Spring
Floors - Carpet & Vinyl
Walls - Panel
Gutters - Aluminum
Windows - DH Wood
Detached Double Garage
Barn & Workshop







23.1953 Acres
 LESS 4.021 ACRES
 +/-19.1743 ACRES

THOMAS P. NOE, JR.

SEE MAP FOR THOMAS P. NOE, JR.
 BY A.W. BARNARD ON FEB. 15, 1976.

PLAT OF SURVEY

JULIA

R.

BARDIN

BURKS FORK MAGISTERIAL DISTRICT FLOYD COUNTY VIRGINIA
 BEING ALL OF THE PROPERTY THAT SYLVIA H. GOAD ACQUIRED IN D.B. 130, PG. 55.
 SCALE 1" = 100'
 AUGUST 28, 1990

Prepared By
LARRY G. RAKES-LLS 1435
 Stuart, Virginia



VIRGINIA: In the Clerk's Office of the Circuit
 Court of Floyd County, *Sylvia H. Goad*,
 1990, at *28.10*, *S. M.*
 This Map received in office, and, admitted to
 record.
 Tester: *Shirley J. Howell*
Shirley J. Howell
 Clerk

050000022

Prepared by James R. Montgomery, PC
Attorney, 201 Church Street
Blacksburg, Virginia 24060

LAST WILL AND TESTAMENT
OF
JULIA RICHARDS BARDIN

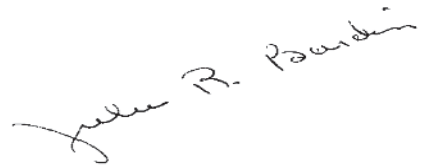
I, **JULIA RICHARDS BARDIN**, a resident of Floyd County, Virginia, being of sound and disposing mind, memory, and understanding, make, publish and declare this to be my LAST WILL and TESTAMENT, and I revoke all wills and codicils previously made by me.

I am widowed. I have one child Luther William Bardin III, who shall be called my son or child in this document. I direct the payment of the administrative expenses of my death to include funeral expenses. I ask my family to use the Joyner Funeral Home in Wilson, NC, and my burial to take place in Maplewood Cemetery, the Bardin plot.

Article I. Specific Gifts

I make the following specific gifts as outlined below.

1. I may have expressed my wishes with regard to the divisions of my personal property among the beneficiaries for specific items of such property in a memorandum to my Executor, and I ask that such desires be carried out. Therefore, my Executor shall be fully protected in relying upon any such letter left by me with regard to the division of such items.



2. Any gift of real estate or tangible property shall include any policy of insurance relating to the property. Whether any item of property falls into the foregoing categories shall be in the sole judgment of my Executor.

3. All costs of safeguarding, insuring, packing, and storing my tangible personal property before its distribution and of delivering each item to the residence of the beneficiary of that item shall be treated as administrative expenses.

4. I give and bequeath the household items (furniture, books, records, autographs, art, jewelry, etc) to my child if he survives me, and otherwise to my residuary estate.

5. I give, devise, and bequeath unto Providence Baptist Church, Quincy, Florida, the sum of One Thousand Dollars (\$1,000.00) to be used for their cemetery fund.

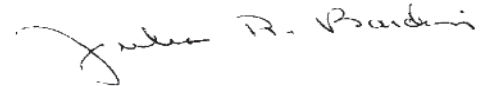
6. I give, devise, and bequeath unto Paul Belcher, or his wife, the sum of \$500 for their courtesy over the years.

ARTICLE II Gift of Residue

I give, devise, and bequeath my residuary estate, which includes all the remainder of my personal property (tangible and intangible) and real estate in fee simple, to Luther William Bardin, III. If he predeceases me, I give, devise, and bequeath my residuary estate to the Greenville Unit of Shriners Hospital for Crippled Children, Greenville, South Carolina.

ARTICLE III. Taxes

1. In General. In determining the estate tax and other transfer tax liability, and the income tax liability, related to my estate, the decision of my Executor as to all available tax elections (including but not limited to the election whether to deduct certain administration expenses for



income tax or for estate tax purposes) shall be conclusive on all concerned. My Executor shall be under no liability to any person as a result of the election made. In addition, no compensating adjustments between principal and income or in the amount of any gift under this Will shall be made as a result of any such election made by Executor, nor shall any person be entitled to a right of reimbursement with respect to the economic consequences of any such election.

2. My Executor shall pay or provide for the payment of all transfer taxes payable by reason of my death for assets within or outside of this Will.

ARTICLE IV. Powers of Fiduciaries (Executor)

In addition to the powers conferred by law, I authorize my Executor (with respect to properties in my estate), subject to any limitation stated elsewhere in this Will, the powers enumerated in Section 64.1-57 of the Code of Virginia of 1950, as amended, as existing at the date of execution of this Will, the whole of said section being hereby incorporated by reference. In addition, I authorize the following powers:

1. If the fiduciary is a banking corporation, to purchase, to hold, or to sell its own securities.

2. To release or to delegate to any Co-Executor, in the absolute discretion of the releasing or delegating fiduciary, any fiduciary power at any time, in whole or in part, temporarily or permanently, whenever he or she may deem it advisable, by an instrument in writing executed and acknowledged by the releasing or delegating fiduciary and filed with the estate or trust records.



3. The Executor and the Trustee or Trustees may hold my residence as non-productive or under productive property until such time as it may be sold.

4 In connection with the administration of my estate, I authorize and specify the following:

a. Freedom from Court Supervision. No proceedings shall be had in any court of any jurisdiction in relation to the settlement of my estate other than the probating of this Will and the filing of an inventory, appraisement, and list of claims of my estate.

b. Waiver of Bond. No bond or other security shall be required in any jurisdiction of any person or entity serving under this Will as Executor.

c. Limit of Liability. No Executor appointed under this Will shall at any time be held liable for any action or default of such Executor if done in good faith and without gross negligence.

d. Compensation of Fiduciaries. An Executor or Trustee may be entitled to compensation for serving as such under this Will. However, a corporate fiduciary shall receive compensation which shall be set by the prevailing fee schedule of such corporate fiduciary at the time the services are rendered. All fiduciaries shall be reimbursed for reasonable expenses incurred in carrying out their fiduciary duties. It is understood that the fees charged by fiduciaries may change over time.

e. Successor Fiduciaries. Any successor Executive shall be responsible solely for his/her own actions and shall not be responsible for the actions of his predecessors.

5. Payment of Debts, Expenses, and Taxes.



a. Debts. All debts that I have incurred by borrowing against the cash surrender value of life insurance policies on my life and debts to the extent secured by the assignment of life insurance policies on my life shall be paid from the policy proceeds. All the rest of my debts shall be charged against my residuary estate.

b. Expenses. All of my funeral expenses and expenses of administering my estate shall be charged against my estate or other funds as decided by my Executor.

c. Taxes. All federal and state inheritance, succession, transfer, or estate taxes (including any interest and penalties thereof) payable by reason of my death shall be charged against my residuary estate as a cost of administering my estate and without apportionment. Notwithstanding any previous instruction, any generation-skipping taxes assessed by reason of my death, including any such taxes caused by a direct skip from a trust not established hereunder or by a disclaimer, shall be paid from the property against which such tax is assessed.

ARTICLE V. Spendthrift Clause

Any and all payment or payments of any sum or sums, whether in cash or in kind and whether for principal or income, payable to any beneficiary herein named, shall be made upon the sole receipt of the respective beneficiary to whom the payment is made, and free from anticipation, alienation, assignment, attachment, and pledge, and free from control by the creditors of any such beneficiary.

ARTICLE VI. Executor

I nominate, constitute and appoint as my executor my son (child), Luther William Bardin, III, 7406 Conner Grove Road, PO Box 907, Meadows of Dan, Virginia 24120. If my son is unable



or unwilling to serve as my Executor, I appoint the Trustee of the Greenville Unit of the Shriners' Hospital for Crippled Children to serve in this capacity.

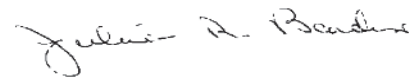
ARTICLE VII. Miscellaneous and Final Disposition

a. Where a term has been used that is singular in place of a plural or a plural term in place of a singular this usage shall be considered interchangeable and in no way detracts from the intention that I seek to express. Whether I have used the term testator or testatrix or executor or executrix, it is my intention that such words are to be used interchangeably.

b. I reserve the right to make changes in the Executor named under this Will.

c. Waiver of Appraisal. I direct that no appraisal be made of my estate. My Executor, however, shall have the authority to have any asset that I own or in which I have an interest at the time of my death appraised, if, in the opinion of the Executor, such an appraisal is deemed advisable or necessary with respect to the filing of any tax return, the payment of any tax, or the division, distribution, or sale of any asset.

d. When the term "per stirpes" is used in this Will, it is intended that if the descendants of the ancestor in question are all of the same degree of kindred to such ancestor they take equally, but if of unequal degree, then those of more remote degree take by representation. If representation is called for, there shall be a division into as many shares as there are (1) then living descendants in the nearest degree of kindred to the ancestor in question with at least one then living member, and (2) deceased descendants in that same nearest degree who left descendants who are then living; each then living descendant in said nearest degree receiving one



share and the share of each deceased descendant in that same nearest degree being divided among his or her descendants in the same manner.

IN WITNESS WHEREOF, I, Julia Richards Bardin, have initialed the preceding pages which together with this page constitute this my Last Will and Testament, this 17th day of October, 2000.

Julia Richards Bardin
Julia Richards Bardin

Signed, sealed, published and declared by Julia Richards Bardin as her Last Will and Testament, in the presence of us, the subscribing witnesses, who at her instance and request, and in her presence, and in the presence of each other, have hereunto set our hands the day and year first above written.

NAME Mary B. Montgomery ADDRESS Blacksburg, Va.
NAME Tracee N. Radford ADDRESS Blacksburg, VA

COMMONWEALTH OF VIRGINIA, AT LARGE:

CITY/COUNTY OF MONTGOMERY, to-wit:

Before me, the undersigned Notary Public, on this day personally appeared Julia Richards Bardin, Mary B. Montgomery and Tracee N. Radford, known to me to be the Testatrix and the witnesses, respectively, whose names are signed to the foregoing instrument and, all of these persons being by me first duly sworn, Julia Richards Bardin, declared to me and to the witnesses in my presence that said instrument is Testatrix's Last Will and Testament and that

Testatrix had willingly signed and executed it in the presence of said witnesses as Testatrix's free and voluntary act for the purposes therein expressed; that said witnesses stated before me that the attached or foregoing Will was executed and acknowledged by the Testatrix as Testatrix's Last Will and Testament in the presence of said witnesses, who in Testatrix's presence and at Testatrix's request, and in the presence of each other, did subscribe their names thereto as attesting witnesses on the day of the date of said Will, and on this date the Testatrix was over the age of eighteen (18) years and of sound and disposing mind and memory.

Sworn and acknowledged before me by Julia Richards Bardin, the Testatrix, and Mary B. Montgomery and Tracee N. Ruffalo witnesses, this the 17th day of October, 2000.

Sam R. Montgomery
Notary Public

My commission expires: April 30, 2003.

LIST OF HEIRS
COMMONWEALTH OF VIRGINIA

Case No.: **CWF05-22**

Floyd County Circuit Court

JULIA RICHARDS BARDIN
NAME OF DECEDENT

January 5, 2005
DATE OF DEATH

I/We, the undersigned, hereby state under oath that the following are all of the heirs of the Decedent:

NAMES OF HEIRS	ADDRESSES	RELATIONSHIP	AGE
LUTHER WILLIAM BARDIN III	4706 CONNER GROVE ROAD MEADOWS OF DAN, VA 24120	SON	65

I/we am/are (please check one):

- ☐ Proponent(s) of the will (no qualification)
☒ Personal representative(s) of the decedent's estate
☐ Heir-at-law of intestate decedent (no qualification within 30 days following death)

Given under my/our hand this **twenty ninth** day of **June, 2005**
DATE

LUTHER WILLIAM BARDIN III
PRINTED NAME OF SUBSCRIBER

PRINTED NAME OF SUBSCRIBER

PRINTED NAME OF SUBSCRIBER

State of Virginia

Floyd County, to-wit:

Subscribed and sworn to before me by **LUTHER WILLIAM BARDIN III**this **twenty ninth** day of **June, 2005**

My commission expires:

Luther William Bardin III
SIGNATURE OF SUBSCRIBER

SIGNATURE OF SUBSCRIBER

SIGNATURE OF SUBSCRIBER

Danah S. Howell
CLERK/DEPUTY CLERK/NOTARY PUBLIC

VIRGINIA: In the Clerk's Office of the **Floyd County** Circuit Court this **twenty ninth** day of **June, 2005**
the foregoing LIST OF HEIRS was filed and admitted to record.

Teste: **Wendell G. Peters**
CLERK

by *Danah S. Howell* Deputy Clerk

FORM CC-1611 (w) (MASTER) PC 12/98
VA. CODE § 64.1-134

PROPERTY

Parcel Information

Parcel Record Number (PRN)	14263	Town/District	BURKS FORK
Account Name	BARDIN LUTHER WILLIAM III		
Account Name 2			
Care Of			
Address1	965 DUSTY ROCK RD NW		
Address2			
City, State Zip	RINER, VA 24149		
Business Name			
Location Address(es)	No data to display		

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
078 45B	078				45	B

Total Acres	3.76
Deed	UNK--
Will	WILL-23-0000019
Plat	NONE
Route	
Legal Desc 1	LAUREL FORK TRACT 2 PC2-340A
Legal Desc 2	
Zoning	
State Class	SFR SUBURBAN
Topology	
Utilities	NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	\$27,000	\$27,000
Main Structures	\$0	\$0
Other Structures	\$4,700	\$4,700
TOTALS	\$31,700	\$31,700

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
BARDIN LUTHER WILLIAM III	\$0	WILL-23-0000019	6	01/25/2023
BARDIN JULIA R		WILL-05-0000022	1	06/29/2005
	\$0	UNKNOWN--	1	01/01/1990

Land Segments

Seg	Description	Size	AdjRate	Value
1	SITE VAL ND	1.00	\$16,000	\$16,000

2	RESIDUAL	2.76	\$4,000	\$11,000
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Main Structures

No data to display

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	CB BARN	CB BARN	NO GRADE	520	\$10.00	MANUAL	1.00	0	\$4,700

PROPERTY

Parcel Information

Parcel Record Number (PRN) **3439** Town/District **BURKS FORK**

Account Name **BARDIN LUTHER WILLIAM III**

Account Name 2

Care Of

Address1 **965 DUSTY ROCK RD NW**

Address2

City, State Zip **RINER, VA 24149**

Business Name

Location Address(es)

4706 CONNER GROVE RD

VA

RT 799

VA

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
078 45	078				45	

Total Acres **7.04**

Deed **UNK--**

Will **WILL-23-0000019**

Plat **NONE**

Route 799

Legal Desc 1 LAUREL FORK PC1-160

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	\$54,200	\$54,200
Main Structures	\$110,400	\$110,400
Other Structures	\$31,800	\$31,800
TOTALS	\$196,400	\$196,400

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
BARDIN LUTHER WILLIAM III	\$0	WILL-23-0000019	6	01/25/2023
BARDIN JULIA RICHARDS		WILL-05-0000022	1	06/29/2005
	\$57,000	UNKNOWN--	1	01/01/1990

Land Segments

Seg	Description	Size	AdjRate	Value
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1	HOMESITE WD	1.00	\$24,000	\$24,000
2	RESIDUAL	6.04	\$5,000	\$30,200

Main Structures

Main Structure 1	Rooms	6	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	2	Heated Sq Ft	1,862
	Cost/Heated SqFt	\$51.55	Constr Style	CONVENTION
Main Structure Photo			Main Structure Sketch	
<div>No Image Available</div>				

Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	CENTRAL AIRCOND	1,862	\$3	\$4,655
ARCH STYLE	CONVENTION	1,862	\$0	\$0
BATHROOMS	FULL BATHS	2	\$3,000	\$6,000
BUILDING TYPE	SFR	1,862	\$0	\$0
CONDITION	GOOD-FAIR	1,862	\$0	\$0
EXT FINISH	BRICK	1,862	\$4	\$6,882
EXT FINISH 2	VINYL SID	1,862	\$0	\$0
FIREPLACES	1 S FP BR	1	\$3,500	\$3,500
FOUNDATION	CINDER BLK	1,862	\$0	\$0
FRAME	WOOD	1,862	\$0	\$0
HEAT	CENTRAL	1,862	\$0	\$0
ROOF MATERIAL	METAL	1,862	\$0	\$0
STORIES	STORIES	1	\$0	\$0
SWL	SWL PRIVTE	1	\$10,000	\$10,000

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	SSA	SIDING/SHINGLE	C	154	1.00	0.00	\$11,607	1940	1940	\$7,168

			ONE STORY								
2-0	100	EPA	ENCLOSED PORCH (AVG QUALI	C	160	1.00	0.00	\$4,800	1940	1940	\$2,964
3-0	100	SSA	SIDING/SHINGLE ONE STORY	C	140	1.00	0.00	\$10,552	1940	1940	\$6,516
4-0	100	BVA	BRICK VENEER ONE STORY	C	448	1.00	0.00	\$33,767	1940	1940	\$20,851
5-0	100	BVA	BRICK VENEER ONE STORY	C	672	1.00	0.00	\$50,651	1940	1940	\$31,277
6-0	100	SSA	SIDING/SHINGLE ONE STORY	C	448	1.00	0.00	\$33,767	1940	1940	\$20,851
7-0	100	OPR	OPEN PORCH (RAISED)	C	120	1.00	0.00	\$2,640	1940	1940	\$1,630

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	SPR HSE CB	SPR HSE CB	SOUND VALUE	260	\$0.00	MANUAL	1.00	0	\$1,000
2	MISC BLDG	MISC BLDG	SOUND VALUE	1	\$0.00	MANUAL	1.00	0	\$0
3	SHOP	SHOP	NO GRADE	1,176	\$16.00	MANUAL	1.00	0	\$18,800
4	VINYL GARAGE	VINYL GARA	NO GRADE	720	\$10.00	MANUAL	1.00	0	\$7,200
5	ATT SHOP	ATT SHOP	NO GRADE	480	\$10.00	MANUAL	1.00	1998	\$4,800

PROPERTY

Parcel Information

Parcel Record Number (PRN) **14264** Town/District **BURKS FORK**

Account Name **BARDIN LUTHER WILLIAM III**

Account Name 2

Care Of

Address1 **965 DUSTY ROCK RD NW**

Address2

City, State Zip **RINER, VA 24149**

Business Name

Location Address(es) No data to display

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
078 45C	078				45	C

Total Acres **3.38**

Deed **UNK--**

Will **WILL-23-0000019**

Plat **NONE**

Route

Legal Desc 1 LAUREL FORK TRACT A PC2-339A

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	\$25,500	\$25,500
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$25,500	\$25,500

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
BARDIN LUTHER WILLIAM III	\$0	WILL-23-0000019	6	01/25/2023
BARDIN JULIA R		WILL-05-0000022	1	06/29/2005
	\$0	UNKNOWN--	1	01/01/1990

Land Segments

Seg	Description	Size	AdjRate	Value
1	SITE VAL ND	1.00	\$16,000	\$16,000

2	RESIDUAL	2.38	\$4,000	\$9,500
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Main Structures

No data to display

Other Structures

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

PROPERTY

Parcel Information

Parcel Record Number (PRN) **14265** Town/District **BURKS FORK**

Account Name **BARDIN LUTHER WILLIAM III**

Account Name 2

Care Of

Address1 **965 DUSTY ROCK RD NW**

Address2

City, State Zip **RINER, VA 24149**

Business Name

Location Address(es) No data to display

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
078 45D	078				45	D

Total Acres **2.87**

Deed **UNK--**

Will **WILL-23-0000019**

Plat **NONE**

Route

Legal Desc 1 LAUREL FORK TRACT B PC2-339A

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	\$23,500	\$23,500
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$23,500	\$23,500

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
BARDIN LUTHER WILLIAM III	\$0	WILL-23-0000019	6	01/25/2023
BARDIN JULIA RICHARDS		WILL-05-0000022	1	06/29/2005
	\$0	UNKNOWN--	1	01/01/1990

Land Segments

Seg	Description	Size	AdjRate	Value
1	SITE VAL ND	1.00	\$16,000	\$16,000

2	RESIDUAL	1.87	\$4,000	\$7,500
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Main Structures

No data to display

Other Structures

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

PROPERTY

Parcel Information

Parcel Record Number (PRN) **14266** Town/District **BURKS FORK**

Account Name **BARDIN LUTHER WILLIAM III**

Account Name 2

Care Of

Address1 **965 DUSTY ROCK RD NW**

Address2

City, State Zip **RINER, VA 24149**

Business Name

Location Address(es) No data to display

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
078 45E	078				45	E

Total Acres **2.13**

Deed **UNK--**

Will **WILL-23-0000019**

Plat **NONE**

Route

Legal Desc 1 LAUREL FORK TRACT C PC2-339A

Legal Desc 2

Zoning

State Class SFR SUBURBAN

Topology

Utilities NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	\$20,500	\$20,500
Main Structures	\$0	\$0
Other Structures	\$0	\$0
TOTALS	\$20,500	\$20,500

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
BARDIN LUTHER WILLIAM III	\$0	WILL-23-0000019	6	01/25/2023
BARDIN JULIA RICHARDS		WILL-05-0000022	1	06/29/2005
	\$0	UNKNOWN--	1	01/01/1990

Land Segments

Seg	Description	Size	AdjRate	Value
1	SITE VAL ND	1.00	\$16,000	\$16,000

2	RESIDUAL	1.13	\$4,000	\$4,500
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Main Structures

No data to display

Other Structures

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

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of September 12th, 2024, between Luther William Barden III By and Through John Martinkosky Guardian, 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 –

- 1) +/-3.763 Acres; Tax ID # 78-45B; Parcel ID 14263; Will 23-0000019
- 2) +/-7.0293 Acres and improvements; Tax ID # 78-45; Parcel ID 3439; Will 23-0000019
- 3) +/-3.382 Acres; Tax ID # 78-45C; Parcel ID 14264; Will 23-0000019
- 4) +/-2.872 Acres; Tax ID # 78-45D; Parcel ID 14265; Will 23-0000019
- 5) +/-2.128 Acres; Tax ID # 78-45E; Parcel ID 14266; Will 23-0000019

More Commonly Known As – 4706 Conner Grove Rd., Meadows of Dan, VA 24120

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 \$5,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before October 28th, 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

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

Seller's Initials _____

Purchaser's Initials _____

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.

(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

Seller's Initials _____

Purchaser's Initials _____

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 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

Seller's Initials _____

Purchaser's Initials _____

Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1940 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.

(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,

Seller's Initials _____

Purchaser's Initials _____

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.

(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.

Seller's Initials _____

Purchaser's Initials _____

(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.

Luther William Bardin III
By and Through John Martinkosky Guardian (Seller) _____ Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) _____ Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) _____ Date

Seller's Initials _____

Purchaser's Initials _____