



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 – James B. Goad, Roger L. Goad, and Erma L. Goad

AUCTION LOCATION – Online at BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, December 16th, 2021 @ 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 – 256 Buffalo Lane SE, Floyd, VA 24091

Legally described as:

Portion of Tax ID # 67-16; Consisting of 96.265 acres and improvements;

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, December 16th, 2021, at 4:00 PM (EST)**

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

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

Online Auction Terms & Conditions

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

- 8) **Earnest Money Deposit:** A **\$10,000** non-refundable deposit 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, January 31st, 2022**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a 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 3 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

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

- 18) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all of the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

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

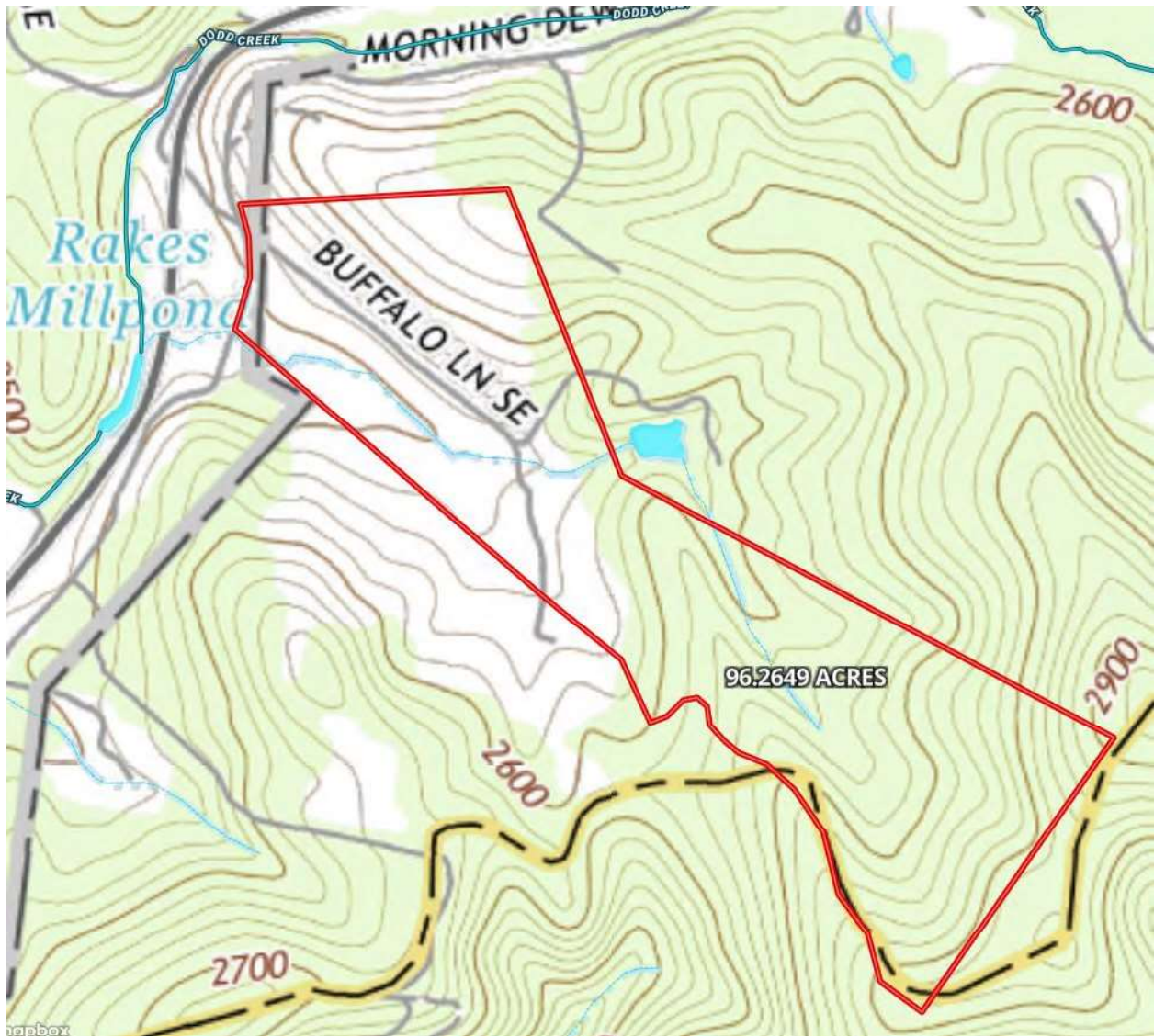
Firm State License #'s

Virginia Auction Firm License #	2906000294
Virginia Real Estate Broker Firm License #	0226000240
North Carolina Auction Firm License #	10299
Tennessee Auction Firm License #	6202
Tennessee Real Estate Broker Firm License #	263941

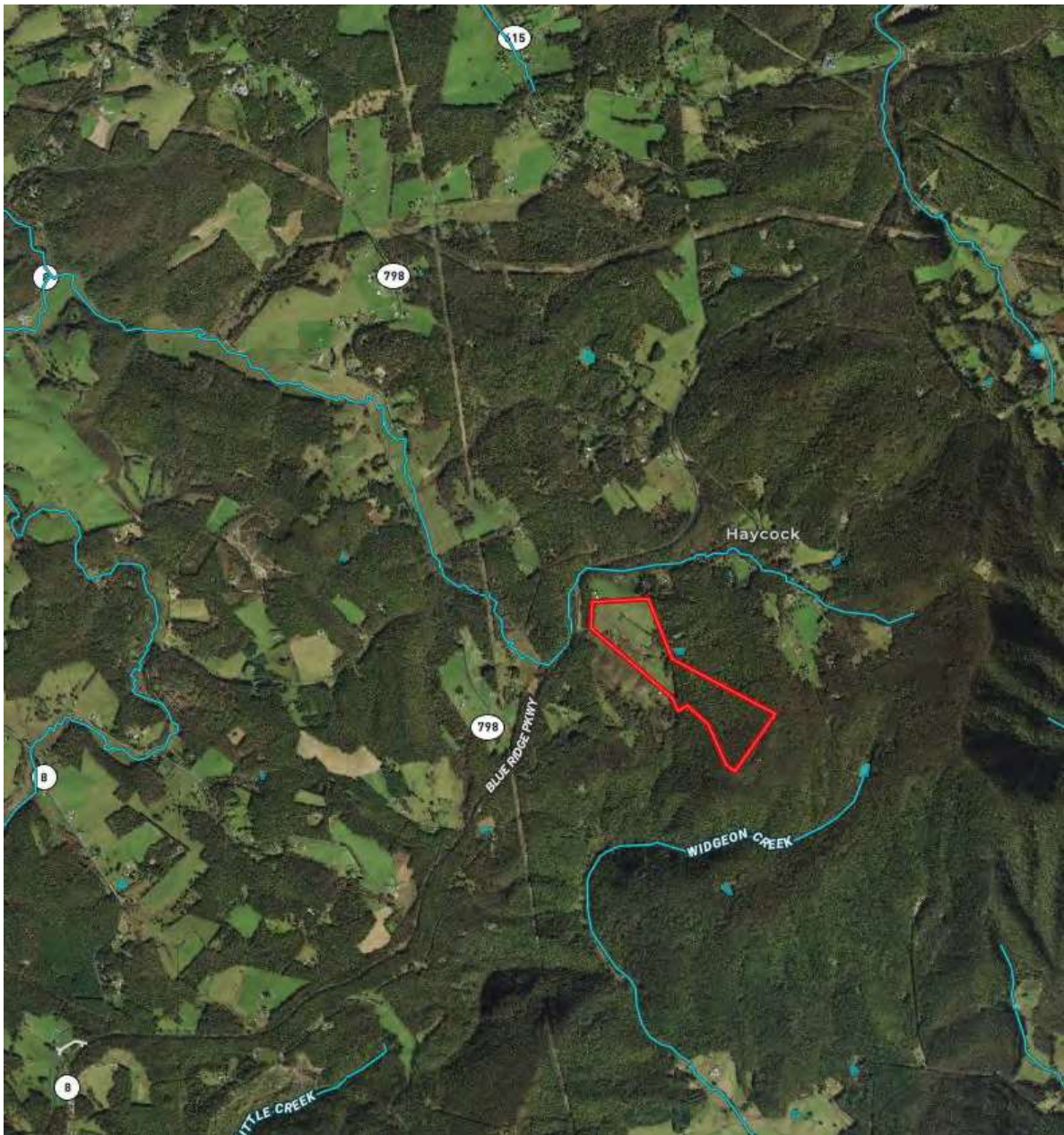
Aerial



Topo



Neighborhood





Location



VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF FLOYD COUNTY, ON THIS _____ DAY OF _____, 20__ AT _____ M. THIS MAP RECEIVED IN OFFICE AND ADMITTED TO RECORD.

CERTIFICATE OF APPROVAL
 This "Plat of Partition and Agricultural Subdivision for James B. Goad, Roger Leon Goad & Joann Goad Nester" is approved by the undersigned in accordance with existing subdivision regulations of the County of Floyd and may be admitted to record.

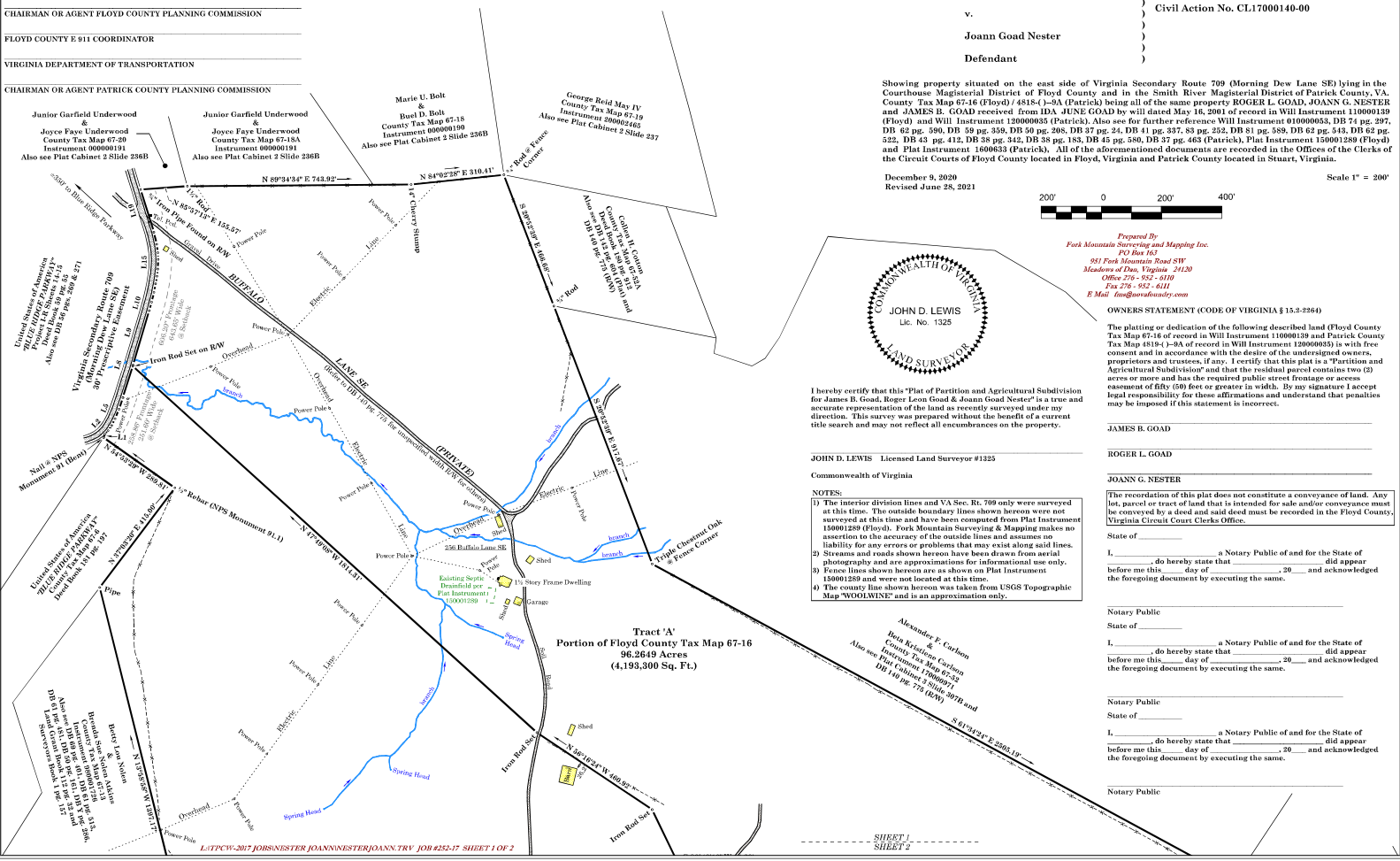
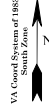
CHAIRMAN OR AGENT FLOYD COUNTY PLANNING COMMISSION
 FLOYD COUNTY E 911 COORDINATOR
 VIRGINIA DEPARTMENT OF TRANSPORTATION
 CHAIRMAN OR AGENT PATRICK COUNTY PLANNING COMMISSION

VIRGINIA DEPARTMENT OF TRANSPORTATION REQUIRED STATEMENT
 "The streets in this subdivision do not meet the standards necessary for inclusion in the system of state highways and will not be maintained by the Department of Transportation or the county approving the subdivision and are not eligible for rural addition funds or any other funds appropriated by the General Assembly and allocated by the Commonwealth Transportation Board"

These lots are not being sold for purposes of residential development or the erection of any structure which requires a sewage disposal system and have not been approved for the installation of a sewage or septic disposal system.

Plat of Partition and Agricultural Subdivision
 in the case of

VIRGINIA:
 IN THE CIRCUIT COURT FOR FLOYD COUNTY
 James B. Goad & Roger Leon Goad,)
 Plaintiffs)
 v.) Civil Action No. CL17000140-00
 Joann Goad Nester)
 Defendant)



Showing property situated on the east side of Virginia Secondary Route 709 (Morning Dew Lane SE) lying in the Courthouse Magisterial District of Floyd County and in the Smith River Magisterial District of Patrick County, VA. County Tax Map 67-16 (Floyd) 4818-1-9A (Patrick) being all of the same property ROGER L. GOAD, JOANN G. NESTER and JAMES B. GOAD received from IDA JUNE GOAD by will dated May 16, 2001 of record in Will Instrument 11000139 (Floyd) and Will Instrument 12000035 (Patrick). Also see for further reference Will Instrument 01000053, DB 74 pg. 297, DB 62 pg. 590, DB 59 pg. 359, DB 50 pg. 208, DB 37 pg. 24, DB 41 pg. 337, 83 pg. 252, DB 81 pg. 389, DB 62 pg. 543, DB 62 pg. 532, DB 43 pg. 412, DB 36 pg. 342, DB 59 pg. 188, DB 45 pg. 386, DB 37 pg. 463 (Patrick), Plat Instruments 130001230 (Floyd) and Plat Instrument 18000633 (Patrick). All of the abovementioned documents are recorded in the Offices of the Clerks of the Circuit Courts of Floyd County located in Floyd, Virginia and Patrick County located in Stuart, Virginia.

December 9, 2020
 Revised June 28, 2021
 Scale 1" = 200'



Prepared By
 Fork Mountain Surveying and Mapping Inc.
 PO Box 162
 951 Fork Mountain Road SW
 Meadows Dale, Virginia 24120
 Office 276-552-6100
 Fax 276-552-6111
 E Mail fms@forkmountainva.com



I hereby certify that this "Plat of Partition and Agricultural Subdivision for James B. Goad, Roger Leon Goad & Joann Goad Nester" is a true and accurate representation of the land as recently surveyed under my direction. This survey was prepared without the benefit of a current title search and may not reflect all encumbrances on the property.

JOHN D. LEWIS Licensed Land Surveyor #1325
 Commonwealth of Virginia

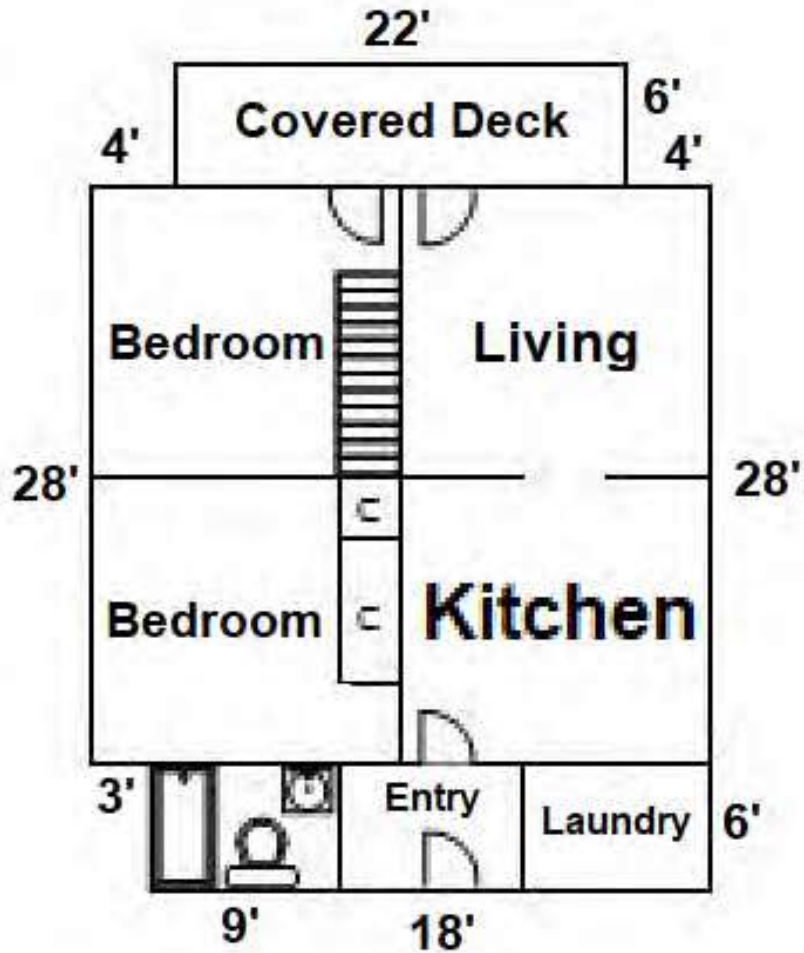
- NOTES:
- 1) The interior division lines and VA Sec. Rt. 709 only were surveyed at this time. The outside boundary lines shown hereon were not surveyed at this time and have been computed from Plat Instrument 150001289 (Floyd). Fork Mountain Surveying & Mapping makes no assertion to the accuracy of the outside lines and assumes no liability for any errors or problems that may exist along said lines.
 - 2) Streams and roads shown hereon have been drawn from aerial photography and are approximations for informational use only.
 - 3) Fence lines shown hereon are as shown on Plat Instrument 150001289 and were not located at this time.
 - 4) The county line shown hereon was taken from USGS Topographic Map "WOOLWINE" and is an approximation only.

OWNERS STATEMENT (CODE OF VIRGINIA § 15.2-2564)
 The platting or dedication of the following described land (Floyd County Tax Map 67-16 of record in Will Instrument 11000139 and Patrick County Tax Map 4819-1-9A) of record in Will Instrument 12000035 is with free consent and in accordance with the desire of the undersigned owners, proprietors and trustees, if any. I certify that this plat is a "Partition and Agricultural Subdivision" and that the residual parcel contains two (2) acres or more and has the required public street frontage or access easement of fifty (50) feet or greater in width. By my signature I accept legal responsibility for these affirmations and understand that penalties may be imposed if this statement is incorrect.

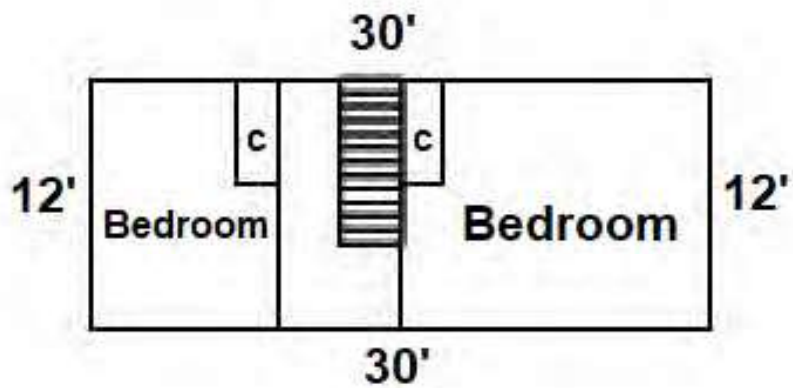
JAMES B. GOAD
 ROGER L. GOAD
 JOANN G. NESTER
 The recitation of this plat does not constitute a conveyance of land. Any lot, parcel or tract of land that is intended for sale and/or conveyance must be conveyed by a deed and said deed must be recorded in the Floyd County, Virginia Circuit Court Clerks Office.
 State of _____
 I, _____, a Notary Public of and for the State of _____, do hereby state that _____ did appear before me this _____ day of _____, 20__ and acknowledged the foregoing document by executing the same.
 Notary Public
 State of _____
 I, _____, a Notary Public of and for the State of _____, do hereby state that _____ did appear before me this _____ day of _____, 20__ and acknowledged the foregoing document by executing the same.
 Notary Public
 State of _____
 I, _____, a Notary Public of and for the State of _____, do hereby state that _____ did appear before me this _____ day of _____, 20__ and acknowledged the foregoing document by executing the same.
 Notary Public

General Floorplan
1,254 SF

Ground Level
894 SF



Second Level
360 SF



PROPERTY

Parcel Information

Parcel Record Number (PRN) **3408** Town/District **COURT HOUSE**

Account Name **GOAD JAMES B & ROGER L GOAD OR**

Account Name 2 **ERMA LOU**

Care Of

Address1

Address2

City, State Zip

Business Name

Location Address

Map Number

Map Insert **067**

Total Acres

Deed

Will

Plat

Route

Legal Desc 1

Legal Desc 2

Zoning

State Class **AG / UNDEVELOPED 20-99 ACRES**

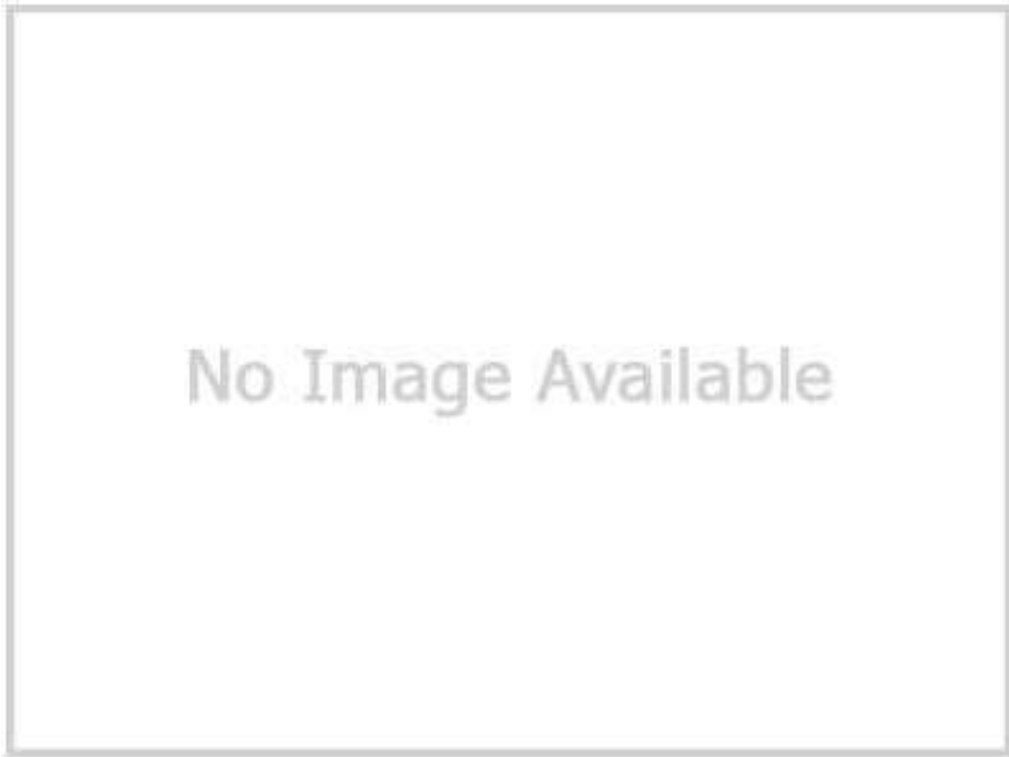
Topology

Utilities **NONE**

Assessed Values

Type	Current Value (2021)	Previous Value (2020)
Land	\$344,700	\$510,500
Main Structures	\$45,700	\$45,700

Main Structure Photo



Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
GOAD IDA ESTATE	\$0	DEED OF PARTITION-21-0002430	1	10/27/2021
GOAD IDA		WILL-11-0000139	1	11/02/2011
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

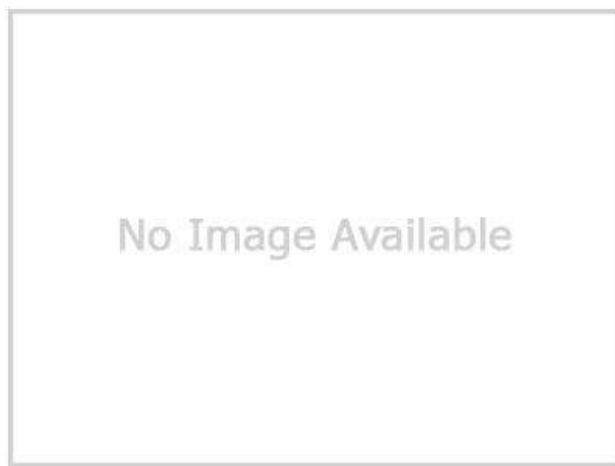
Seg	Description	Size	AdjRate	Value
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1	HOMESITE WD	1.00	\$25,000	\$25,000
2	PASTURELAND	29.00	\$4,500	\$130,500
3	PASTURELAND	15.00	\$5,000	\$75,000
4	ROCKY PAST	2.95	\$3,500	\$10,300
5	WOODLAND	7.31	\$3,000	\$21,900
6	MTN LAND	41.00	\$2,000	\$82,000

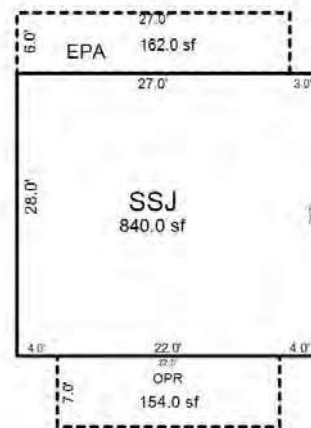
Main Structures

Main Structure 1	Rooms	6	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	4	Heated Sq Ft	1,344
	Cost/Heated SqFt	\$24.58	Constr Style	CONVENTION

Main Structure Photo



Main Structure Sketch



Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	NO AIRCOND	1,344	\$0	\$0
ARCH STYLE	CONVENTION	1,260	\$0	\$0
BATHROOMS	FULL BATHS	1	\$2,850	\$2,850
BUILDING TYPE	SFR	1,344	\$0	\$0
CONDITION	FAIR	1,344	\$0	\$0
EXT FINISH	VINYL SID	1,344	\$0	\$0
EXT FINISH 2	-	1,344	\$0	\$0
FOUNDATION	CONC BLOCK	1,344	\$0	\$0
FRAME	WOOD	1,344	\$0	\$0
HEAT	STOVE	1,344	(\$2)	(\$2,554)
ROOF MATERIAL	METAL	1,344	\$0	\$0
STORIES	STORIES	2	\$0	\$0
SWL	SWL PRIVTE	1	\$9,500	\$9,500

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
2-0	100	EPA	ENCLOSED PORCH (AVG QUALI	C-5	162	1.00	0.00	\$4,617	1946	1946	\$1,847
3-0	100	OPR	OPEN PORCH (RAISED)	C-5	154	1.00	0.00	\$3,219	1946	1946	\$1,287
4-0	100	BUG	BASEMENT UNDERGROUND	C-5	200	1.00	0.00	\$2,470	1946	1946	\$988
5-0	100	SSJ	SIDING/SHINGLE 1+60 STORY	C-5	840	1.60	1.00	\$94,219	1946	1946	\$37,688

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	GARAGE CB	GARAGE CB	NO GRADE	576	\$10.00	MANUAL	1.00	0	\$5,800
2	FRAME BARN	FR BRNZZ	SOUND VALUE	1,728	\$0.00	MANUAL	1.00	0	\$0
3	MISC BLDGS	MISC BLDGS	SOUND VALUE	4	\$0.00	MANUAL	1.00	0	\$0
4	FR BLDG	FR BLDG	SOUND VALUE	432	\$0.00	MANUAL	1.00	0	\$400

Floyd County, VA

Total Sampled Area (acres): 69.8

Product Group			
Product Species--Volume Table	# Trees	Volume	Value
Sawtimber			
Product	#	MBF	\$
Ash--Inter 78	57.5	6.0	985.67
Black Birch--Inter 78	293.3	29.5	1,620.04
Black Cherry--Inter 78	30.5	3.8	1,079.53
Black Locust--Inter 78	46.2	5.2	497.37
Black Oak--Inter 78	116.1	23.4	6,088.75
Blackgum--Inter 78	34.6	2.8	124.08
Chestnut Oak--Inter 78	731.4	91.2	14,141.11
Cucumber--Inter 78	113.2	13.4	1,544.30
Hickory--Inter 78	367.2	54.7	4,101.18
Mixed Hardwoods--Inter 78	15.9	0.9	57.77
Northern Red Oak--Inter 78	399.9	54.0	15,381.96
Red Maple--Inter 78	360.6	43.4	7,164.92
Scarlet Oak--Inter 78	53.1	11.1	1,718.44
White Oak--Inter 78	122.0	18.8	4,784.77
White Pine--Inter 78	145.9	16.9	1,771.01
Yellow Pine--Inter 78	14.6	3.3	212.21
Yellow-Poplar--Inter 78	1,260.8	255.2	43,385.22
Total	4,162.7	633.4	104,658.32
Pulpwood			
Product	#	Cords	\$
Hard Hardwood Pulp--RGO Cords-Logs	2,861.9	641.7	4,491.89
Pine Pulp--RGO Cords-Logs	198.5	23.7	189.96
Soft Hardwood Pulp--RGO Cords-Logs	1,123.9	266.6	2,133.09
Total	4,184.3	932.1	6,814.94
Grand Total	8,347.0		111,473.26

THIS DEED IS EXEMPT FROM RECORDATION TAXES
PURSUANT TO § 58.1-811(A)(14) OF THE CODE OF VIRGINIA, 1950, AS AMENDED

Floyd County Tax Map Reference Number: portion of 67-16

Patrick County Tax Map Reference Number: 4819-9-A

Title insurance: Unknown to preparer

Prepared by Dale Profitt (VSB#16254), attorney licensed to practice in VA

Return this original to the Grantees;

Grantees' address: *Joann Nester 948 Barbary Rd Floyd, Va.*

JAMES B. GOAD
ROGER L. GOAD
ERMA LOU GOAD

COPY

TO: DEED OF PARTITION

JOANN G. NESTER

DALE PROFITT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

THIS DEED OF PARTITION made and entered into this 27th day of October, 2021, by and between JAMES B. GOAD, widower, and ROGER L. GOAD and ERMA LOU GOAD, husband and wife, parties of the first part hereinafter styled Grantors, and JOANN G. NESTER, party of the second part hereinafter styled Grantee;

WITNESSETH:

That for and in consideration of this being a Deed of Partition, the Grantors do hereby grant and convey unto Grantee with SPECIAL WARRANTY of Title, all of their right, title and interest in and to the following described property, to wit:

ALL that certain tract or parcel of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being in the Courthouse Magisterial District of Floyd County, Virginia and in the Smith River Magisterial District of Patrick County, Virginia containing 113.1517 acres being Tract 'B' as shown on that "Plat of Partition and Agricultural Subdivision for James B. Goad, Roger Leon Goad & Joann Goad Nester" made by John D. Lewis, L.S.,

DALE PROFITT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

dated June 28, 2021, Job No. 252-17 (the "Plat"), a copy of said Plat being of record in the Office of the Clerk of the Circuit Court of Floyd County, Virginia as Instrument No. 21-_____ and in the Office of the Clerk of the Circuit Court of Patrick County, Virginia in PC _____ Slide _____; and

BEING part of that property that the Grantee, James B. Goad, and Roger L. Goad were devised pursuant to the Will of Ida J. Goad, deceased, said Will being probated in the Office of the Clerk of the Circuit Court of Floyd County, Virginia in CWF11-139 and in the Clerk's Office of the Circuit Court of Patrick County, Virginia as Will Instrument 12-35; and

FUTHERMORE BEING part of that property which was acquired by Ida J. Goad under the laws of intestate succession as a result of the death of her husband, Austin F. Goad, as evidenced by that List of Heirs recorded in the Office of the Clerk of the Circuit Court of Floyd County, Virginia in CWF01-53 and also recorded in the Office of the Clerk of the Circuit Court of Patrick County, Virginia as CWF01-1078; and

BEING a part of that property that was conveyed to Austin F. Goad by Deeds of record in the Office of the Clerk of the Circuit Court of Floyd County, Virginia as follows: Deed Book 74 at page 297, Deed Book 75 at page 345, Deed Book 78 at page 425, Deed Book 83 at page 252; being a portion of that property conveyed to Austin F. Goad by deed dated August 15, 1960, from Glenna Moore Thomas, said deed being recorded in the Circuit Court of Patrick County, Virginia, in Deed Book 121 at page 348; Note, the correct citation for the source deed of the referenced Patrick County deed is Deed Book 119 at page 127.

There is further granted unto the Grantee herein a perpetual non-exclusive easement of right of way on, over and across Tract 'A' shown on the Plat, which easement is twenty-five (25) feet in width from the center line of the "Trail" as shown on the Plat (lines L20-L85 inclusive) for the purpose of accessing portions of Tract 'B'. Grantors and Grantee agree that any damage to the Trail done by them, their successors in interest, invitees, agents or contractors (including but not limited to logging operators) shall be promptly repaired and

DALE PROFITT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

the Trail restored to passable condition by the owner of the parcel who caused or allowed such damage to occur.

There is further conveyed unto the Grantee herein a temporary easement of right of way on, over and across Buffalo Lane, SE and further turning south along the "Soil Road" to the point where it enters Tract 'B' as shown on the Plat for the purpose of ingress to and egress from Tract 'B' and Virginia Secondary Route 709. Said temporary easement shall terminate on the last day of the month which is twenty-four (24) months from the date of this Deed. During the term of the temporary easement, Grantors agree to maintain Buffalo Lane and that portion of the Soil Road on Tract 'A' in good and passable condition and repair any damage caused hereto by them, their successors in interest, invitees, agents or contractors unless damage is caused to the easement by Grantee, in which event Grantee shall repair such damage.

This conveyance is made expressly SUBJECT TO the restrictions, conditions, rights-of-way, and easements, if any, contained in the instruments constituting the chain of title to the property conveyed herein, and to matters visible upon inspection.

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THEREFORE, THE ATTORNEY PREPARING THIS DOCUMENT MAKES NO REPRESENTATION AS TO THE STATUS OR CHAIN OF TITLE THERETO.

WITNESS the following signatures and seals:

James B Goad (SEAL)
JAMES B. GOAD

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

The foregoing instrument was acknowledged before me this 27th day of
October, 2021, by **JAMES B. GOAD**.

(SEAL) CHRISTINA M. MANDZAK
NOTARY PUBLIC
REG. # 7328414
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2022

Christina M. Mandzak
Notary Public

My Registration Number: 7328414
My Commission Expires: 12/31/2022

Roger L. Goad (SEAL)
ROGER L. GOAD

Erma Lou Goad (SEAL)
ERMA LOU GOAD

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

The foregoing instrument was acknowledged before me this 27th day of
October, 2021, by **ROGER L. GOAD** and **ERMA LOU GOAD**.

(SEAL) CHRISTINA M. MANDZAK
NOTARY PUBLIC
REG. # 7328414
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2022

Christina M. Mandzak
Notary Public

My Registration Number: 7328414
My Commission Expires: 12/31/2022

DALE PROFFIT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

DALE PROFITT, ATTORNEY, P.C.
815 E. MAIN STREET, P.O. BOX 436
FLOYD, VIRGINIA 24091
(540) 250-2494

Joann G Nester (SEAL)
JOANN G. NESTER

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

The foregoing instrument was acknowledged before me this 27th day of
October, 2021, by **JOANN G. NESTER**.

(SEAL)

CHRISTINA M. MANDZAK
NOTARY PUBLIC
REG. # 7328414
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2022

Christina M Mandzak
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THIS DEED IS EXEMPT FROM RECORDATION TAXES
PURSUANT TO § 58.1-811(A)(14) OF THE CODE OF VIRGINIA, 1950, AS AMENDED

Floyd County Tax Map Reference Number: portion of 67-16
Patrick County Tax Map Reference Number: 4819-9-A
Title insurance: Unknown to preparer
Prepared by Dale Profitt (VSB#16254), attorney licensed to practice in VA
Return this original to the Grantees:
Grantees' address: 130 Quaker Ln. S.E. Floyd, Va. 24091

JOANN G. NESTER

TO: DEED OF PARTITION

JAMES B. GOAD
ROGER L. GOAD
ERMA LOU GOAD

COPY

THIS DEED OF PARTITION made and entered into this 27th day of October, 2021, by and between **JOANN G. NESTER**, widow, party of the first part hereinafter styled Grantor, and **JAMES B. GOAD**, **ROGER L. GOAD** and **ERMA LOU GOAD**, husband and wife, parties of the second part, hereinafter collectively styled **Grantees**;

WITNESSETH:

That for and in consideration of this being a Deed of Partition, the Grantor does hereby grant, and convey with SPECIAL WARRANTY of Title all of her right, title and interest in and to the hereinbelow described property as follows: unto James B. Goad an undivided fifty (50%) percent, and unto Roger L. Goad and Erma Lou Goad, husband and wife, as tenants by the entirety with the right of survivorship as at common law, the remaining undivided fifty (50%) percent, to be held with James B. Goad as tenants in common. The property herein conveyed is described as follows:

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ALL that certain tract or parcel of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being in the Courthouse Magisterial District of Floyd County, Virginia and in the Smith River Magisterial District of Patrick County, Virginia containing 96.2649 acres being Tract 'A' as shown on that "Plat of Partition and Agricultural Subdivision for James B. Goad, Roger Leon Goad & Joann Goad Nester" made by John D. Lewis, L.S., dated June 28, 2021, Job No. 252-17 (the "Plat"), a copy of said Plat being of record in the Office of the Clerk of the Circuit Court of Floyd County, Virginia as Instrument No. 21-_____ and in the Office of the Clerk of the Circuit Court of Patrick County, Virginia in PC _____ Slide _____; and

BEING part of that property that the Grantor, James B. Goad, and Roger L. Goad were devised pursuant to the Will of Ida J. Goad, deceased, said Will being probated in the Office of the Clerk of the Circuit Court of Floyd County, Virginia in CWF11-139 and in the Clerk's Office of the Circuit Court of Patrick County, Virginia as Will Instrument 12-35; and

FUTHERMORE BEING part of that property which was acquired by Ida J. Goad under the laws of intestate succession as a result of the death of her husband, Austin F. Goad, as evidenced by that List of Heirs recorded in the Office of the Clerk of the Circuit Court of Floyd County, Virginia in CWF01-53 and also recorded in the Office of the Clerk of the Circuit Court of Patrick County, Virginia as CWF01-1078; and

BEING a part of that property that was conveyed to Austin F. Goad by Deeds of record in the Office of the Clerk of the Circuit Court of Floyd County, Virginia as follows: Deed Book 74 at page 297, Deed Book 75 at page 345, Deed Book 78 at page 425, Deed Book 83 at page 252; being a portion of that property conveyed to Austin F. Goad by deed dated August 15, 1960, from Glenna Moore Thomas, said deed being recorded in the Circuit Court of Patrick County, Virginia, in Deed Book 121 at page 348; Note, the correct citation for the source deed of the referenced Patrick County deed is Deed Book 119 at page 127.

There is further granted unto the Grantees herein a perpetual non-exclusive easement of right of way over that one-half of the existing fire "Trail" owned by Grantor

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shown on the Plat as being between calls L20-L85. By their execution hereof, Grantees and Grantor agree that any damage to the fire "Trail" done by them, their successors in interest, invitees, agents or contractors (including but not limited to logging operators) shall be promptly repaired and the fire Trail restored to passable condition by the owner of the parcel who caused or allowed such damage to occur. Grantees further acknowledge that their easement rights in, on or over the property of Grantor are limited to only Grantor's one-half of the existing fire "Trail" and do not include any other access rights over the property of Grantor such as any right to use that portion of the "Soil Road" located on the property of Grantor.

This conveyance is made expressly SUBJECT TO the restrictions, conditions, rights-of-way, and easements, if any, contained in the instruments constituting the chain of title to the property conveyed herein, and to matters visible upon inspection.

THIS DEED WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION. THEREFORE, THE ATTORNEY PREPARING THIS DOCUMENT MAKES NO REPRESENTATION AS TO THE STATUS OR CHAIN OF TITLE THERETO.

WITNESS the following signatures and seals:

Joann G Nester (SEAL)
JOANN G. NESTER

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

The foregoing instrument was acknowledged before me this 27th day of
October, 2021, by **JOANN G. NESTER**.

(SEAL) CHRISTINA M. MANDZAK
NOTARY PUBLIC
REG. # 7328414
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES DEC. 31, 2022

Christina M. Mandzak
Notary Public

My Registration Number: 7328414
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James B. Goad (SEAL)
JAMES B. GOAD

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

The foregoing instrument was acknowledged before me this 27th day of
October, 2021, by **JAMES B. GOAD**.

CHRISTINA M. MANDZAK
NOTARY PUBLIC
(SEAL) REG. # 7328414
COMMONWEALTH OF VIRGINIA
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Christina M. Mandzak
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Roger L. Goad (SEAL)
ROGER L. GOAD

Erma Lou Goad (SEAL)
ERMA LOU GOAD

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

The foregoing instrument was acknowledged before me this 27th day of
October, 2021, by **ROGER L. GOAD** and **ERMA LOU GOAD**.

(SEAL) CHRISTINA M. MANDZAK
NOTARY PUBLIC
REG. # 7328414
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Christina M. Mandzak
Notary Public

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CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of December 16th, 2021, between James B. Goad, Roger L. Goad and Erma L. Goad 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 –

Portion of Tax ID # 67-16; Consisting of 96.265 acres and improvements

More Commonly Known As – 256 Buffalo Lane SE, Floyd, VA 24091

3. Purchase Price. The purchase price of the Property is equal to the auction bid price plus 10% Buyer’s Premium, which is as follows: _____ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

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

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before January 31, 2022 ("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 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 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 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

Seller's Initials _____

Purchaser's Initials _____

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. (See Standard Provision J on Exhibit A.)

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.

Seller's Initials _____

Purchaser's Initials _____

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built in 1946 and lead base paint disclosure is required.

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

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

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

7. **Standard Provisions.**

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

Seller's Initials _____

Purchaser's Initials _____

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

James B. Goad (Seller) 12/16/2021

Roger L. Goad (Seller) 12/16/2021

Erma L. Goad (Seller) 12/16/2021

Purchaser Name

Address

Phone # Email

(Purchaser signature) 12/16/2021

Seller's Initials _____

Purchaser's Initials _____