PROPERTY DATA SHEET

TBD Bent Nail Rd., Hillsville, VA 24343

PROPERTY INFORMATION	
Property Address	TBD Bent Nail Rd., Hillsville, VA 24343
Acreage	+/- 7.127 Acres
Tax ID	33944
Parcel Number	85-A-1A
Deed Reference	Deed Book 1247, Page 245
Property Type	Vacant Residential Land
Property Class	Single Family Subdivision (.01-19.99 acres)
Topography	Rolling
Road	Paved
2025 Land Value	$57,700
Land Breakdown	1.00 ac Homesite; 6.047 ac Rural Land; 0.080 ac Pipeline
Improvements	None
DEED RESTRICTIONS / EASEMENTS	
Deed Restrictions	Subject to Declaration of Restrictions and Covenants governing Hillcrest Estates; DB 443 PG 499
Pipeline Easement	50' East Tennessee Natural Gas Company easement on the southwest corner; DB 660 PG 429
AUCTION INFORMATION	
Auction Type	Online-Only Seller Confirmation Auction
Bidding Closes	Wednesday, December 9, 2026 at 4:00 PM EST
Buyer's Premium	10%
Earnest Money Deposit	$5,000 non-refundable deposit
Closing	On or before Monday, January 25, 2027
Deed	General Warranty Deed
Possession	At closing, upon payment in full and transfer of title
Survey	Seller will not provide an additional survey; buyer may obtain one at buyer's expense
Sale Condition	Property sold "As-Is, Where-Is" with no warranties expressed or implied
Soft Close	Any bid in the final 2 minutes extends bidding by 2 minutes

Note: Information is taken from the bidder packet, county property record, deeds, and easement documents included therein. Buyers should verify all information to their satisfaction.

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 – Richard Pierce

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

AUCTION DATE – Wednesday, December 9th, 2026 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 Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with "Seller" to offer to sell at public auction certain real property.

OFFERING –

Legally described as:

+/- 7.127 AC; Tax ID 33944; Parcel Number 85-A-1A; Deed Book 1247 Page 245

Address: TBD Bent Nail Rd., Hillsville, VA 24343

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, December 9th, 2026 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**.** This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.

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 Attorney/Title Company of Purchaser's Choice 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 25th, 2027**. 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.

18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Virginia auction code: 18 VAC 25-21-120 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

19) **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.

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

21) **Deed Restrictions:** Property is subject to the Declaration of Restrictions and Covenants governing Hillcrest Estates, recorded in public record in Carroll County VA Clerks office in DB 443 PG 499. Copy has been provided in this Bidder Pack.

22) **Pipeline Easement:** Property is subject to a 50' East Tennessee Natural Gas Company Easement located on the Southwest Corner of Property. Easement is recorded in public record in Carroll County VA Clerks office in Deed Book 660 page 429. Location provided on survey. Copy has been provided in this Bidder Pack.

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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414
Alabama Auctioneer License #	5700

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

United Country Real Estate

Auction Services

Aerial

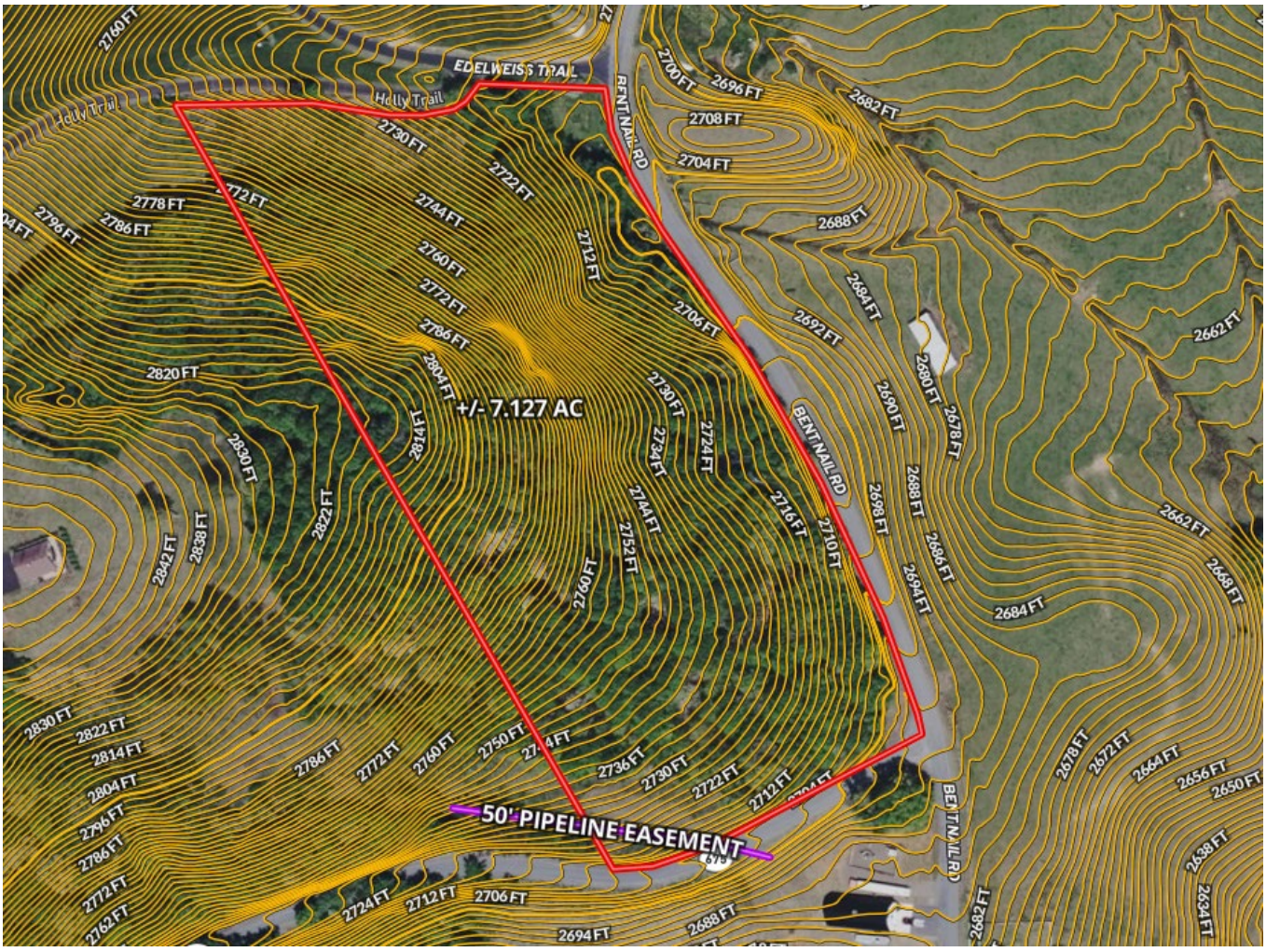


** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. **

United Country Real Estate

Auction Services

Contour



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

United Country Real Estate

Auction Services

Neighborhood

TBD Bent Nail Rd.,
Hillsville, VA 24343

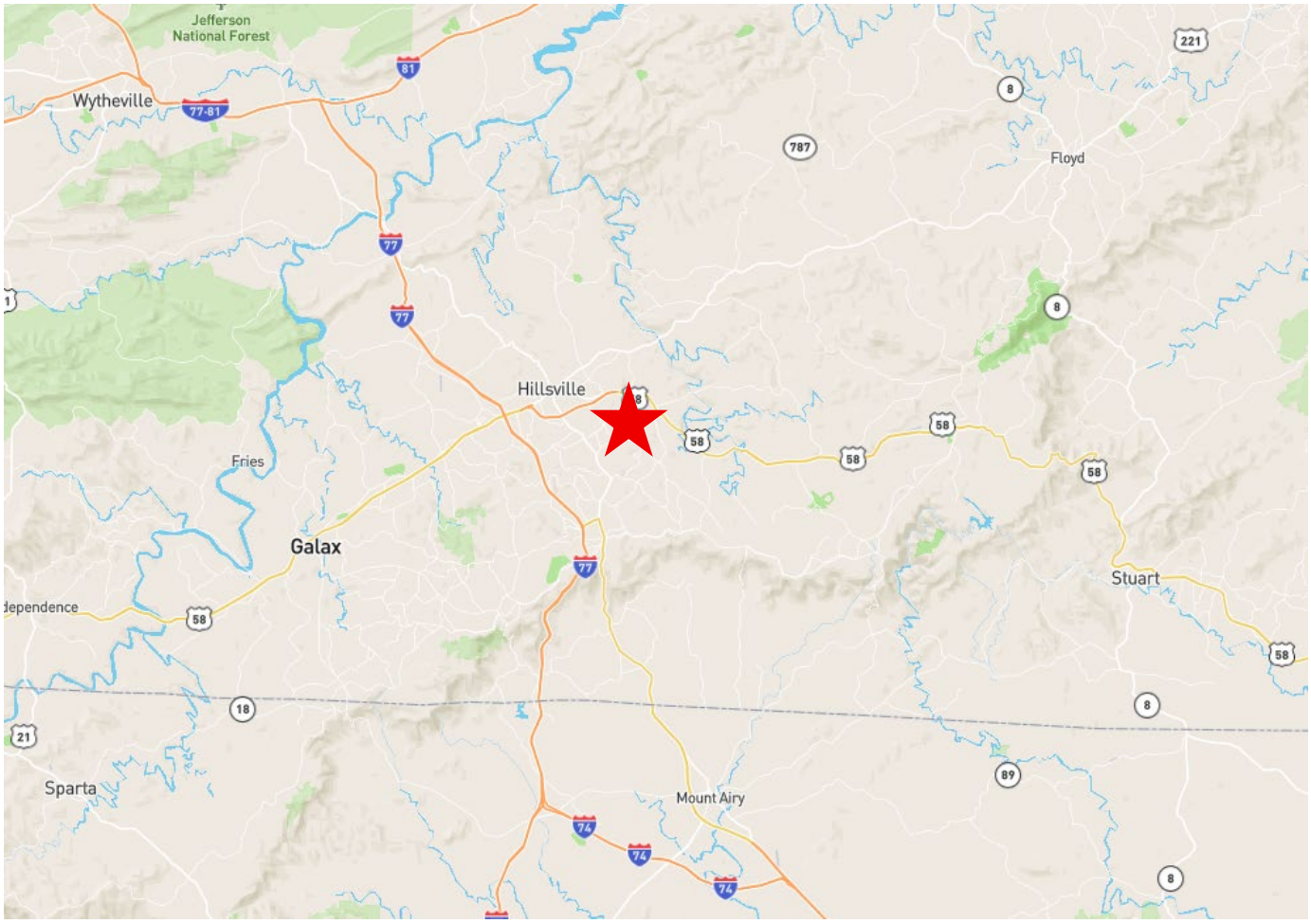


United Country Real Estate

Auction Services

Location

TBD Bent Nail Rd.,
Hillsville, VA 24343



ADMINISTRATIVE INFORMATION

PARCEL NUMBER
85 A 1A

Parent Parcel Number
85 A 1

Property Address

Neighborhood
500 County Southeast

Property Class
2 2-Single Family Sub(.01-19.99)

TAXING DISTRICT INFORMATION

Jurisdiction 018
Area 001
District 02

OWNERSHIP

PIERCE RICHARD
3734 GREENS XING
GREENSBORO, NC 27410

RD 666

Tax ID 33944

Printed 05/08/2026 Card No. 1 of 1

TRANSFER OF OWNERSHIP

Date		
10/22/2024	SNOW LARRY ALLEN & Bk/Pg: 1247, 245	$37500
08/10/2021	WALTHER GEORGE C & Bk/Pg: 1172, 415	$37000
12/05/2006	BLIZZARD THOMAS B & APRIL S Bk/Pg: 795, 277	$42000

RESIDENTIAL

VALUATION RECORD

Assessment Year		01/01/2008	01/01/2013	01/01/2017	01/01/2021	01/01/2025
Reason for Change		Reassessment	2013	2017	2021	2025
VALUATION	L	42200	39300	41700	45700	57700
0	B	0	0	0	0	0
	T	42200	39300	41700	45700	57700

Site Description

Topography:
Rolling

Public Utilities:

Street or Road:
Paved

Neighborhood:
Static

Zoning:

Legal Acres:
7.1270

LAND DATA AND CALCULATIONS

	Land Type	Rating Soil ID -or- Actual Frontage	Measured Acreage -or- Effective Frontage	Table Effective Depth	Prod. Factor -or- Depth Factor -or- Square Feet	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
1	9 Homesite	3	1.0000		0.00	27000.00	27000.00	27000	SV	27000
2	31 Rural Land	8	6.0470		1.00	5000.00	5000.00	30200		30200
3	Pipelines	9	0.0800		0.00	500.00	500.00	500	SV	500

GEN: GENERAL COMMENT
NATURAL GAS PIPE LINE - PERMANENT EASEMENT - 0.08 ACRES - DB 660-429, FEBRUARY 28, 2003
PT06: PROPERTY SPLIT 2006
PLAT ON FILE
TR21: TRANSFER 2021

Supplemental Cards

TRUE TAX VALUE 57700

Supplemental Cards
TOTAL LAND VALUE 57700

This instrument prepared by: Timothy J. Tolbert, Esquire (VSB #27726)
When recorded, return to: Timothy J. Tolbert, P. O. Box 250, Hillsville, VA 24343
Title Insurance Company: unknown
Tax Map #: 85-A-1A
Consideration: $37,500
Assessment: $45,700

THIS DEED made this 18th day of October 2024, by and between **LARRY ALLEN SNOW** and **SHARON McCAMEY SNOW**, husband and wife, husband and wife, parties of the first part; and **RICHARD PIERCE**, 3734 Greens Xing, Greensboro, NC 27410, party of the second part.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid by the parties of the second part to the party of the first part, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant, and convey with General Warranty and Modern English Covenants of Title unto the party of the second part, in fee simple, all that tract or parcel of land lying and being in the **Laurel Fork Magisterial District** of Carroll County, Virginia, and more particularly described as follows:

BEGINNING at an iron pin set 20' off centerline of the 40' right of way of Virginia Route 666 (Bent Nail Road) at the intersection of the 30' right of way of Heather Trail; thence with said right of way of Virginia Route 666, S. 15-14-45 W., 4.94 feet to a point; thence S. 02-25-55 W., 38.88 feet to a point; thence S. 06-37-05 E., 37.82 feet to a point; thence S. 14-03-50 E., 37.00 feet to a point; thence S. 19-05-55 E., 41.63 feet to a point; thence S. 23-31-15 E., 50.85 feet to a point; thence S. 25-05-45 E., 75.44 feet to a point; thence S. 24-36-30 E., 39.41 feet to a point; thence S. 21-55-05 E., 38.76 feet to a point; thence S. 18-39-20 E., 38.85 feet to a point; thence S. 16-05-15 E., 39.12 feet to a point; thence S. 13-53-25 E., 38.91 feet to a point; thence S. 12-23-50 E., 106.54 feet to a point; thence S. 12-07-10 E., 49.91 feet to a point; thence S. 11-42-10 E., 49.96 feet to a point; thence S. 10-04-30 E., 52.36 feet to a point on the 40' right of way of Virginia Route 675 (Chaparal Drive); thence leaving said right of way of Virginia Route 666 and with said right of way of Virginia Route 675, S. 69-00-10 W., 88.48 feet to a point; thence S. 71-42-15 W., 49.16 feet to a point; thence S. 72-57-55 W., 49.32 feet to a point; thence S. 75-20-40 W., 47.80 feet to a point; thence S. 79-59-30 W., 36.82 feet to a point; thence S. 87-52-10 W., 36.88 feet to a point; thence N. 81-10-45 W., 37.07 feet to a point; thence N. 73-13-40 W.,

TOLBERT & TOLBERT, LLP
Attorneys at Law
606 Pine Street
Hillsville, Virginia 24343
(276) 728-2371

15.03 feet to a point; thence leaving said right of way of Virginia Route 675, N. 18-37-55 W., 890.80 feet to an iron pin set on the 30' right of way of Holly Trail; thence with the curve of said right of way, said curve having a radius of 370.30 feet, a chord bearing S. 81-38-10 E., and a distance of 67.78 feet to a point; thence S. 76-23-10 E., 114.02 feet to a point; thence with the curve of said right of way, said curve having a radius of 399.05 feet, a chord bearing S. 71-38-45 E., and a distance of 65.95 feet to a point; thence with the curve of said right of way, said curve having a radius of 98.99 feet, a chord bearing N. 81-10-20 E., and a distance of 104.69 feet to an iron pin set on the 30' right of way of Heather Trail; thence leaving the right of way of Holly Trail and with said right of way of Heather Trail, S. 76-35-15 E., 97.72 feet to the point of the BEGINNING, containing ***7.127 acres***, more or less, as shown on plat of survey by T. G. Slusher, LLS, dated October 2, 2006, Job No. 3891, a copy of which is of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 795, at Page 280, and being the same land conveyed to LARRY ALLEN SNOW and SHARON McCAMEY SNOW, husband and wife, from GEORGE C. WALTHER and ELIZABETH R. WALTHER, husband and wife, by Deed dated July 20, 2021, of record in the aforesaid Clerk's Office in Deed Book 1172, at Page 415.

This conveyance is made subject to the Declaration of Restrictions and Covenants governing Hillcrest Estates, of record in the aforesaid Clerk's Office in Deed Book 443, at Page 499.

This conveyance is further subject to a 50' easement granted East Tennessee Natural Gas Company, as set forth in the aforesaid Clerk's Office in Deed Book 660, at Page 429.

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

HLBERT & TOLBERT, LLP
Attorneys at Law
606 Pine Street
Bluefield, Virginia 24343
(276) 326-2371

WITNESS the following signatures and seals:

_____ (SEAL)
LARRY ALLEN SNOW

_____ (SEAL)
SHARON McCAMEY SNOW

STATE OF VA

CITY/COUNTY OF Carroll, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 22nd day of October 2024, by LARRY ALLEN SNOW and SHARON McCAMEY SNOW, husband and wife.

My commission expires: 8/31/27

_____
Notary Public

VERONICA WILLIAMS
NOTARY PUBLIC
REG. #7650050
COMMONWEALTH OF VIRGINIA
MY COMMISSION EXPIRES AUGUST 31, 2027

INSTRUMENT 240003265
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY CIRCUIT COURT ON
OCTOBER 22, 2024 AT 11:27 AM
$46.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $23.00 LOCAL: $23.00
GERALD R. GOAD, CLERK
RECORDED BY: SRG

ALBERT & TOLBERT, LLP
Attorneys at Law
606 Pine Street
Hillsville, Virginia 24343
(276) 728-2371

06142

THIS DEED made this 20th day of November 2006, by and between **THOMAS B. BLIZZARD** and **APRIL S. BLIZZARD**, husband and wife, parties of the first part; and **GEORGE C. WALTHER** and **ELIZABETH R. WALTHER**, husband and wife, 860 Lake Mills Road, Chuluota, Florida 32766, parties of the second part.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid by the parties of the second part to the parties of the first part, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant, and convey with General Warranty and Modern English Covenants of Title unto the parties of the second part, in fee simple, as tenants by the entirety with the right of survivorship as at common law, all that tract or parcel of land lying and being in the **Laurel Fork Magisterial District** of Carroll County, Virginia, **(portion of Tax Map #85-A-1)** and more particularly described as follows:

> BEGINNING at an iron pin set 20' off centerline of the 40' right of way of Virginia Route 666 (Bent Nail Road) at the intersection of the 30' right of way of Heather Trail; thence with said right of way of Virginia Route 666, S. 15-14-45 W., 4.94 feet to a point; thence S. 02-25-55 W., 38.88 feet to a point; thence S. 06-37-05 E., 37.82 feet to a point; thence S. 14-03-50 E., 37.00 feet to a point; thence S. 19-05-55 E., 41.63 feet to a point; thence S. 23-31-15 E., 50.85 feet to a point; thence S. 25-05-45 E., 75.44 feet to a point; thence S. 24-36-30 E., 39.41 feet to a point; thence S. 21-55-05 E., 38.76 feet to a point; thence S. 18-39-20 E., 38.85 feet to a point; thence S. 16-05-15 E., 39.12 feet to a point; thence S. 13-53-25 E., 38.91 feet to a point; thence S. 12-23-50 E., 106.54 feet to a point; thence S. 12-07-10 E., 49.91 feet to a point; thence S. 11-42-10 E., 49.96 feet to a point; thence S. 10-04-30 E., 52.36 feet to a point on the 40' right of way of Virginia Route 675 (Chaparal Drive); thence leaving said right of way of Virginia Route 666 and with said right of way of Virginia Route 675, S. 69-00-10 W., 88.48 feet to a point; thence S. 71-42-15 W., 49.16 feet to a point; thence S. 72-57-55 W., 49.32 feet to a point; thence S. 75-20-40 W., 47.80 feet to a point; thence S. 79-59-30 W., 36.82 feet to a point; thence S. 87-52-10 W., 36.88 feet to a point; thence N. 81-10-45 W., 37.07 feet to a point; thence N. 73-13-

TIMOTHY J. TOLBERT
Attorney at Law
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40 W., 15.03 feet to a point; thence leaving said right of way of Virginia Route 675, N. 18-37-55 W., 890.80 feet to an iron pin set on the 30' right of way of Holly Trail; thence with the curve of said right of way, said curve having a radius of 370.30 feet, a chord bearing S. 81-38-10 E., and a distance of 67.78 feet to a point; thence S. 76-23-10 E., 114.02 feet to a point; thence with the curve of said right of way, said curve having a radius of 399.05 feet, a chord bearing S. 71-38-45 E., and a distance of 65.95 feet to a point; thence with the curve of said right of way, said curve having a radius of 98.99 feet, a chord bearing N. 81-10-20 E., and a distance of 104.69 feet to an iron pin set on the 30' right of way of Heather Trail; thence leaving the right of way of Holly Trail and with said right of way of Heather Trail, S. 76-35-15 E., 97.72 feet to the point of the BEGINNING, containing ***7.127 acres***, more or less, as shown on plat of survey by T. G. Slusher, LLS, dated October 2, 2006, Job No. 3891, a copy of which is attached hereto as Exhibit "A", and being a portion of the land conveyed to the parties of the first part from CARL R. SALMONS, ET ALS., by deed dated November 6, 1992, of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 430, at Page 621.

This conveyance is made subject to the Declaration of Restrictions and Covenants governing Hillcrest Estates, of record in the aforesaid Clerk's Office in Deed Book 443, at Page 499.

This conveyance is further subject to a 50' easement granted East Tennessee Natural Gas Company, as set forth in the aforesaid Clerk's Office in Deed Book 660, at Page 429.

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

WITNESS the following signatures and seals:

_____ (SEAL)
THOMAS B. BLIZZARD

_____ (SEAL)
APRIL S. BLIZZARD

TIMOTHY J. TOLBERT
Attorney at Law
606 Pine Street
Hillsville, Virginia 24343
(276) 728-2371

STATE OF N.C.

COUNTY OF Lenoir, to-wit:

I, Janet C. Smith, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife, whose names are signed to the foregoing deed bearing date of the 20th day of November 2006, appeared before me and acknowledged the same in my jurisdiction aforesaid.

Given under my hand this 30 day of November 2006.

My commission expires: September 2, 2008

Janet C. Smith
Notary Public

JANET C. SMITH NOTARY PUBLIC LENOIR COUNTY, NC

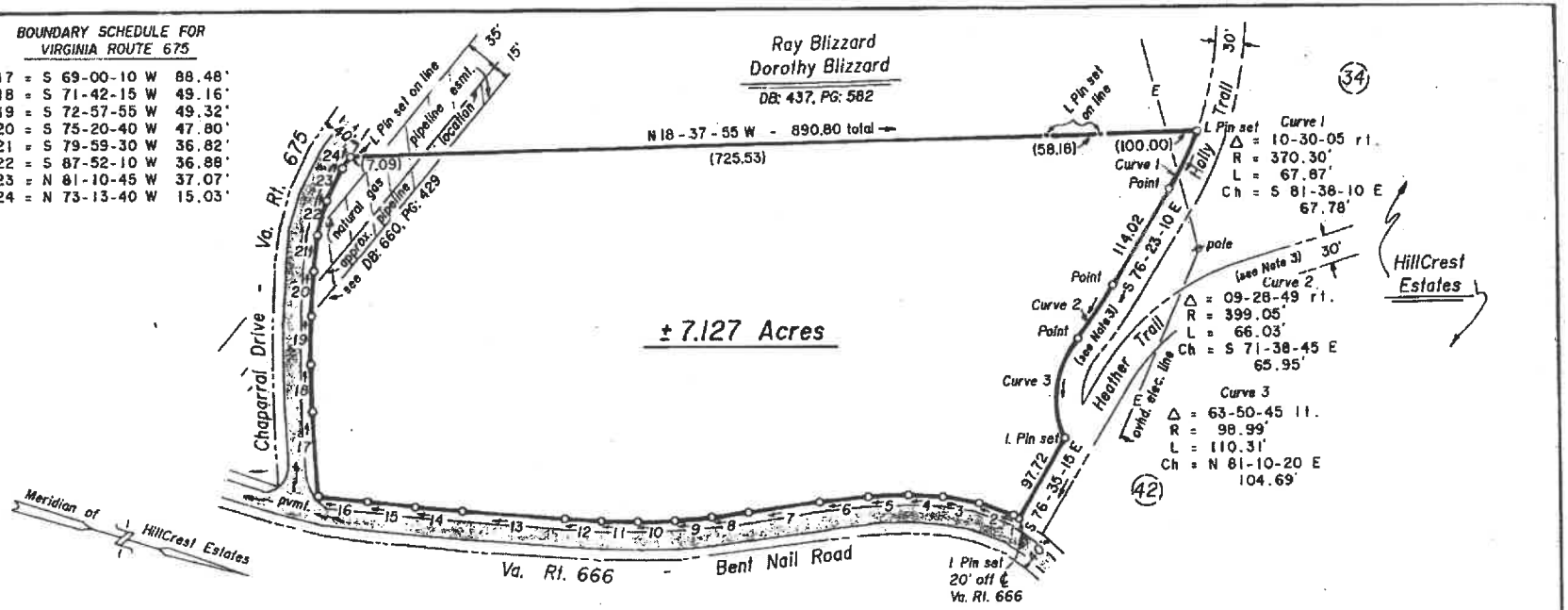
INSTRUMENT #0606142
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
DECEMBER 5, 2006 AT 10:50AM
$42.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $21.00 LOCAL: $21.00
CAROLYN H. HONEYCUTT, CLERK

RECORDED BY: KXP

Del To

TIMOTHY J. TOLBERT
Attorney at Law
606 Pine Street
Hillsville, Virginia 24343
(276) 728-2371

EXHIBIT "A" BK 795PG280



BOUNDARY SCHEDULE FOR VIRGINIA ROUTE 675

17	= S 69-00-10 W	88.48'
18	= S 71-42-15 W	49.16'
19	= S 72-57-55 W	49.32'
20	= S 75-20-40 W	47.80'
21	= S 79-59-30 W	36.82'
22	= S 87-52-10 W	36.88'
23	= N 81-10-45 W	37.07'
24	= N 73-13-40 W	15.03'

BOUNDARY SCHEDULE FOR VIRGINIA ROUTE 666

1	= S 15-14-46 W	4.94'
2	= S 02-25-55 W	38.88'
3	= S 06-37-05 E	37.82'
4	= S 14-03-50 E	37.00'
5	= S 19-05-55 E	41.63'
6	= S 23-31-15 E	50.85'
7	= S 25-05-45 E	75.44'
8	= S 24-36-30 E	39.41'
9	= S 21-55-05 E	38.76'
10	= S 18-39-20 E	38.85'
11	= S 16-05-15 E	39.12'
12	= S 13-53-25 E	38.91'
13	= S 12-23-50 E	106.54'
14	= S 12-07-10 E	49.91'
15	= S 11-42-10 E	49.96'
16	= S 10-04-30 E	52.36'

TITLE REFERENCE

Deed Book 430, Page 621
Thomas B. Blizzard and April S. Blizzard from Carl R. Salmons, et al Nov. 6, 1992

NOTES

1. This survey was performed without a current title report.
2. Property corners on Virginia Routes 666 and 675 are Points 20' off the centerline of the respective routes, unless otherwise noted.
3. Heather Trail and Holly Trail are privately maintained.

10/02/06

This plat is prepared from an actual survey, and is correct to the best of my knowledge and belief.

Plat Of Survey Prepared For

THOMAS B. BLIZZARD
and
APRIL S. BLIZZARD

Laurel Fork District
Carroll County, Virginia
Tax ID No. 85-A-1 (portion)

Scale: 1" = 100' Date: Oct. 02, 2006

Survey and plat by: T. G. Slusher Licensed Land Surveyor 7505 Carrollton Pike Galax, Va. 24333 Survey no. 3891

Instrument Control Number

BK 795 PG 281

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[LS VLR Cover Sheet Agent 1.0.93]

TAX EXEMPT | CORP

Date of Instrument: [11/20/2006]
Instrument Type: [DBS]

Number of Parcels [1]
Number of Pages [4]

City ☐ County ☒ [Carroll County]

(Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix
[BLIZZARD	] [THOMAS	] [B.	] [ ]
[BLIZZARD	] [APRIL	] [S.	] [ ]

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix
[WALTHER	] [GEORGE	] [C.	] [ ]
[WALTHER	] [ELIZABETH	] [R.	] [ ]

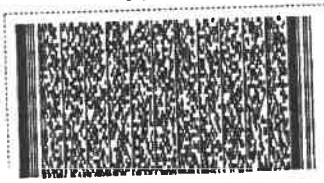
Grantee Address (Name) [MR. AND MRS. GEORGE C. WALTHER]
(Address 1) [860 Lake Mills Road]
(Address 2) [ ]
(City, State, Zip) [Chuluota] [FL] [32766]

Consideration [42,000.00] Existing Debt [0.00] Assumption Balance [0.00]

Prior Instr. Recorded at: City ☐ County ☒ [Carroll County] Percent. In this Juris. [100]
Book [ ] Page [ ] Instr. No [ ]
Parcel Identification No (PIN) [portion of 85-A-1]
Tax Map Num. (If different than PIN) [ ]
Short Property Description [Laurel Fork Magisterial District]
[ ]
Current Property Address (Address 1) [ ]
(Address 2) [ ]
(City, State, Zip) [ ] [ ] [ ]

Instrument Prepared By [TIMOTHY J. TOLBERT]
Recording Paid for By [TIMOTHY J. TOLBERT]
Return Recording To (Name) [TIMOTHY J. TOLBERT]
(Address 1) [P. O. Box 250]
(Address 2) [ ]
(City, State, Zip) [Hillsville] [VA] [24343]
[ ] [ ] [ ]

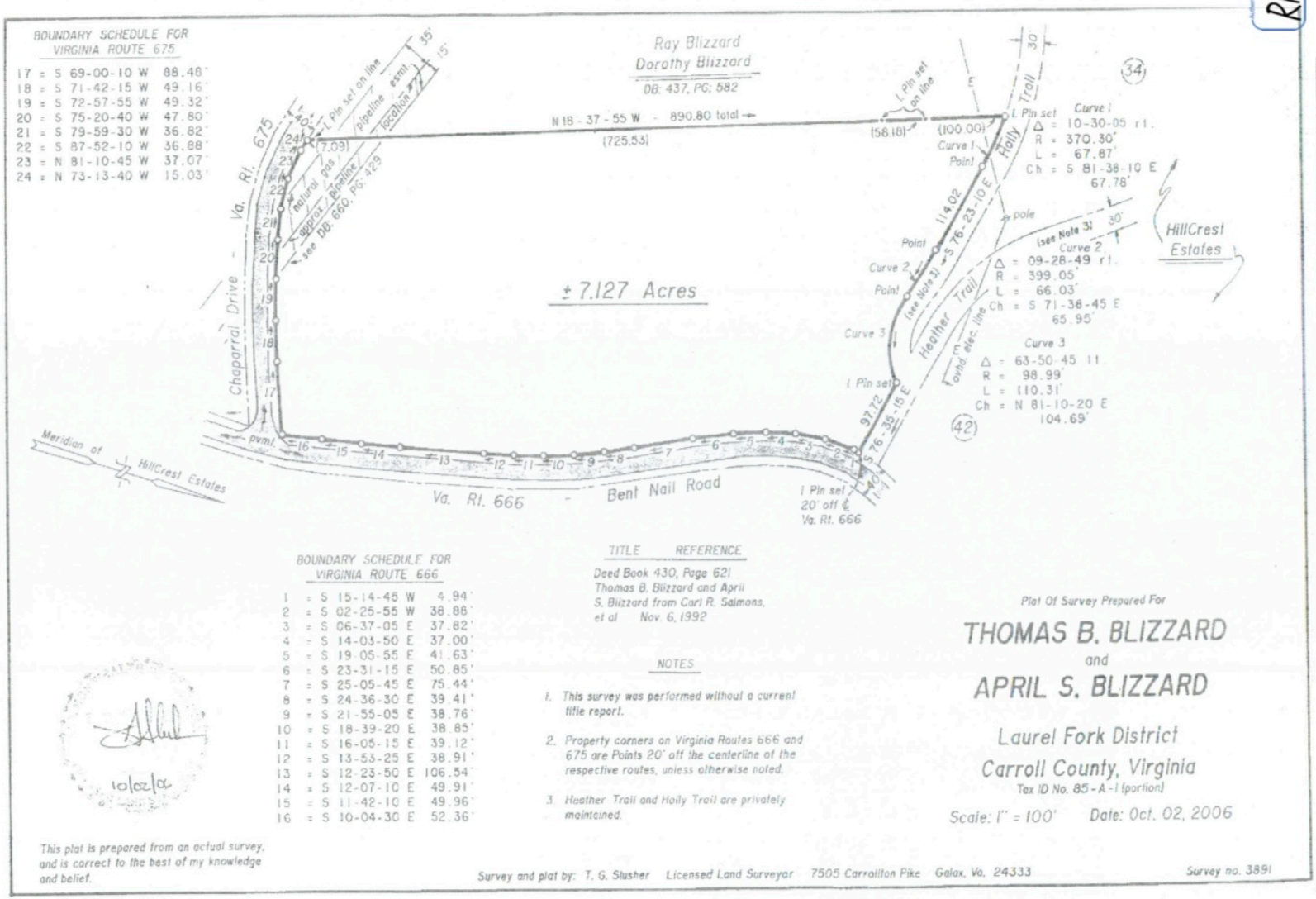
Customer Case ID



Cover Sheet Page # 1 of 1

RP

EXHIBIT "A" BK 795 PG 280



BOUNDARY SCHEDULE FOR VIRGINIA ROUTE 675

17	S 69-00-10 W	88.48'
18	S 71-42-15 W	49.16'
19	S 72-57-55 W	49.32'
20	S 75-20-40 W	47.80'
21	S 79-59-30 W	36.82'
22	S 87-52-10 W	36.88'
23	N 81-10-45 W	37.07'
24	N 73-13-40 W	15.03'

BOUNDARY SCHEDULE FOR VIRGINIA ROUTE 666

1	S 15-14-45 W	4.94'
2	S 02-25-55 W	38.86'
3	S 06-37-05 E	37.82'
4	S 14-03-50 E	37.00'
5	S 19-05-55 E	41.63'
6	S 23-31-15 E	50.85'
7	S 25-05-45 E	75.44'
8	S 24-36-30 E	39.41'
9	S 21-55-05 E	38.76'
10	S 18-39-20 E	38.85'
11	S 16-05-15 E	39.12'
12	S 13-53-25 E	38.91'
13	S 12-23-50 E	106.54'
14	S 12-07-10 E	49.91'
15	S 11-42-10 E	49.96'
16	S 10-04-30 E	52.36'

10/02/06

This plat is prepared from an actual survey, and is correct to the best of my knowledge and belief.

TITLE REFERENCE

Deed Book 430, Page 621
Thomas B. Blizzard and April S. Blizzard from Carl R. Salmons, et al Nov. 6, 1992

NOTES

1. This survey was performed without a current title report.
2. Property corners on Virginia Routes 666 and 675 are Points 20' off the centerline of the respective routes, unless otherwise noted.
3. Heather Trail and Holly Trail are privately maintained.

Plat Of Survey Prepared For

THOMAS B. BLIZZARD
and
APRIL S. BLIZZARD

Laurel Fork District
Carroll County, Virginia
Tax ID No. 85-A-1 (portion)

Scale: 1" = 100' Date: Oct. 02, 2006

Survey and plat by: T. G. Slusher Licensed Land Surveyor 7505 Carrollton Pike Galax, Va. 24333 Survey no. 3891

"Exhibit A"

Authentisign ID: 7F7B295D-4C74-EF11-991A-002248299C60

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE ("Contract") is made as of **December 9th, 2026** between **Richard Pierce**, owner of record of the Property sold herein ("Seller," whether one or more), and _____ ("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. This Property [ ] does or [X] does not have improvements. Purchaser agrees to buy, and Seller agrees to sell, the land and all improvements thereon (if any) and appurtenances thereto (if any) that front upon a public street or have a recorded access easement to a public street ("Property"), located in the County of Carroll, and described as follows:

+/- 7.127 AC; Tax ID 33944; Parcel Number 85-A-1A; Deed Book 1247 Page 245

Address: TBD Bent Nail Rd., Hillsville, VA 24343

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

3. Deposit. Purchaser shall make a deposit with [ ] closing attorney/title company or [ ] Auction Company in the amount of **$5,000** ("Deposit"). The Deposit shall be held pursuant to the terms of this Contract until Settlement and then applied to the Purchase Price.

4. Settlement Agent and Possession. Settlement shall be made at **Attorney or Title Company of Purchaser's Choice** on or before **January 25th, 2027** ("Settlement Date"). Possession shall be given at Settlement.

5. Required Disclosures.

(a) Residential Property Disclosure. Seller represents that the Property [ ] is OR [ ] is not subject to the Virginia Residential Property Disclosure Act, Section 55.1-700 et seq. of the Code of Virginia (the "Disclosure Act"), which requires the Seller of certain residential property to furnish the Purchaser a residential property disclosure statement in a form provided by the Real Estate Board (the "Disclosure Statement"). The Disclosure Act requires the Seller to deliver the Disclosure Statement to the Purchaser prior to acceptance of this Contract. If the Disclosure Statement is not furnished prior to acceptance of this Contract, Purchaser shall have the right to terminate this Contract at or prior to the earliest of: (a) three (3) days after delivery of the Disclosure Statement in person or by electronic delivery; (b) five (5) days after the postmark if the Disclosure Statement is deposited in the United States mail, postage prepaid, and properly addressed to the Purchaser; (c) settlement upon purchase of the Property; (d) occupancy of the Property by the Purchaser; (e) execution by Purchaser of a waiver of Purchaser's right of

termination contained in a written document separate from this Contract; or (f) Purchaser making written application to a lender for a mortgage loan where such application contains a disclosure that the right of termination shall end upon the application for the mortgage loan. In order to terminate this Contract, Purchaser must give written notice to Seller by one of the following methods: (i) hand delivery; (ii) United States mail, postage prepaid, provided the sender retains sufficient proof of mailing; (iii) electronic means, provided the sender retains sufficient proof of electronic delivery; or (iv) overnight delivery using a commercial service or the United States Postal Service. Upon termination by Purchaser, the Deposit shall be refunded in full to the Purchaser in accordance with the procedures defined in the Deposit paragraph of this Contract.

(b) Common Interest Community Disclosure. Seller represents that the Property (select one): [ ] is OR [X] is not located in a Common Interest Community ("CIC") pursuant to Section 55.1-2307 et seq. of the Code of Virginia. Seller further represents that ownership of the Property within the CIC is: [X] Subject to the Property Owners' Association Act (Section 55.1-1800 et seq.) [ ] A condominium created pursuant to the Virginia Condominium Act (Section 55.1-1900 et seq.). If the Property is within a CIC, Seller or Seller's Agent will obtain from the association a resale certificate or notice that the resale certificate is unavailable and provide such certificate or notice to Purchaser or Purchaser's Agent, unless exempt pursuant to Section 55.1-2317. The association, the association's managing agent, or any third party preparing the resale certificate on behalf of the association shall deliver such resale certificate within fourteen (14) days after a written request by Seller or Seller's Agent. If no resale certificate is delivered within fourteen (14) days after such request, the resale certificate shall be deemed unavailable. Purchaser shall have the right to terminate this Contract by written notice to Purchaser: (a) within three (3) days before the ratification date of this Contract if Purchaser or Purchaser's Agent receives the resale certificate, whether or not complete pursuant to Section 55.1-2310 et seq., or a notice that the resale certificate is unavailable on or before the date that this Contract is ratified; (b) within three (3) days, or as extended herein, from the date Purchaser or Purchaser's Agent receives the resale certificate, whether or not complete pursuant to Section 55.1-2310 et seq., or a notice that the resale certificate is unavailable if delivery occurs after the date of this Contract; or (c) at any time prior to Settlement if the resale certificate is not delivered to Purchaser or Purchaser's Agent. If the unit is governed by more than one association, the timeframe for Purchaser's right of cancellation shall run from the date of delivery of the last resale certificate. Cancellation shall be without penalty, and Seller shall cause any deposit or escrowed funds to be returned promptly to Purchaser. Written notice of cancellation shall be provided to Seller in accordance with the terms of this Contract. Purchaser shall have the burden of demonstrating delivery of the notice of cancellation. If a resale certificate was issued more than thirty (30) days but less than twelve (12) months before settlement, Seller or Purchaser, upon proof of being the contract purchaser of the unit, may request an updated resale certificate. The updated resale certificate shall be paid for by and delivered to the person requesting it, or as such person may direct, in the format requested. The updated resale certificate shall be delivered within ten (10) days after the written request. A request for an updated resale certificate does not extend the cancellation periods set forth above. Purchaser's right to receive the resale certificate and right to cancel this Contract are waived conclusively if not exercised before Settlement.

(c) Mechanic's Lien Disclosure. Virginia law (§ 43-1 et seq.) permits persons performing labor or furnishing materials of the value of $50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair, or improvement of any building or structure permanently annexed to the Property, to have

a lien, if perfected, against the Property. This lien may be filed at any time after the work is commenced or material is furnished, but not later than ninety (90) days from the last day of the month in which the lienor last performs labor or furnishes materials, and in no event later than ninety (90) days from the time such building or structure is completed or the work thereon is otherwise terminated. AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED. Seller shall deliver to Purchaser at settlement an affidavit, on a form acceptable to Purchaser's lender, if applicable, signed by Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

(d) Fair Housing Disclosure. All offers will be presented and considered without regard to race, color, religion, sex, disability, familial status, elderliness, national origin, sexual orientation, gender identity, status as a veteran, or source of funds, as well as all classes protected by the laws of the United States, the Commonwealth of Virginia, any applicable local jurisdiction, and the REALTOR® Code of Ethics.

(e) Megan's Law Disclosure. Purchaser should exercise whatever due diligence Purchaser deems necessary with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or https://www.vspsor.com.

(f) Flood Risk. Purchaser acknowledges that the Flood Risk Information Form is provided for information purposes only and does not determine whether Purchaser will be required to purchase a flood insurance policy.

6. Standard Provisions.

(a) Purchaser Default/Breach. If Purchaser fails to complete Settlement on or before the Settlement Date, Purchaser shall be in default and the Deposit shall be forfeited to Seller as liquidated damages, without limiting Seller's other rights or remedies provided in this Contract or by law. Such forfeiture shall not limit the liability of the defaulting Purchaser or any rights or remedies of Seller with respect to such default. The defaulting Purchaser shall be liable for all costs of resale of the Property, including Seller's reasonable attorney's fees, plus any amount by which the ultimate resale price for the Property is less than the defaulting Purchaser's bid. Upon Purchaser's default, Blue Ridge Land & Auction Co., Inc. shall be entitled to its commission in accordance with the applicable listing, auction, or brokerage agreement, and the parties authorize the Settlement Agent or escrow holder to disburse funds in accordance with this Contract, any escrow agreement, and applicable law. After any such default and forfeiture, Seller may, in Seller's discretion, convey the Property to the next highest bidder whose bid was acceptable to Seller, accept another offer, or re-sell the Property. In the event Seller does not execute a deed of conveyance for any reason not caused by Seller's default, Purchaser's sole remedy shall be the refund of the Deposit. Immediately upon delivery of the deed for the Property by Seller, all duties, liabilities, and obligations of Seller and Seller's Agent, if any, to Purchaser with respect to the Property shall be extinguished.

(b) Seller Default/Breach. If Seller fails or refuses to complete Settlement in accordance with this Contract, and such failure is not caused by Purchaser's default, Purchaser may provide written notice of default to Seller. If Seller does not cure such default within 60 days after delivery of written notice, Purchaser may elect to terminate this Contract and receive a refund of the Deposit, or pursue any other remedy available under this Contract or applicable law. Nothing herein shall limit the right of the parties to mutually agree in writing to extend the Settlement Date.

(c) Expenses and Prorations. Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency, the applicable IRS Form 1099, the recordation tax applicable to grantors, and Seller's attorney's fees. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this Contract and the transaction set forth herein, 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,, rent, and homeowner's association fees, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane and/or heating oils remaining on the Property, if any, at the prevailing market price as of Settlement and (ii) any escrow deposits made by Seller that are credited to Purchaser by the holders thereof.

(d) Title. At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty, and/or 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 that do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found that 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 Settlement Date to the extent necessary for Seller to comply with this paragraph, but not longer than 60 days.

(e) Land Use Assessment. Property [ ] is or [X] is not taxed as Land Use Assessment. Rollback taxes are to be paid by the party changing land use. The terms of this paragraph survives the recording of the deed.

(f) Risk of Loss. All risk of loss or damage to the Property by fire, windstorm, casualty, 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.

(g) 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.

(h) Counterparts. This Contract may be executed in one or more counterparts, with each such counterpart deemed an original. All such counterparts shall constitute a single agreement binding on all 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.

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

(j) 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 and any provisions that expressly survive Settlement. 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 contained herein. This Contract shall be construed under the laws of the Commonwealth of Virginia.

(k) **Deed Restrictions:** Property is subject to the Declaration of Restrictions and Covenants governing Hillcrest Estates, recorded in public record in Carroll County VA Clerks office in DB 443 PG 499.

(j) Pipeline Easement: Property is subject to a 50' East Tennessee Natural Gas Company Easement located on the Southwest Corner of Property. Easement is recorded in public record in Carroll County VA Clerks office in Deed Book 660 page 429.

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

_____

Seller Signature Date

_____

Purchaser Name

_____

Address

_____

Phone # Email

_____

Purchaser signature Date

_____

Purchaser Name

_____

Address

_____

Phone # Email

_____

(Purchaser signature) Date

HILLCREST ESTATES

DECLARATION OF RESTRICTIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife, Developers of Hillcrest Estates, hereby file this Deed of Restrictions and Covenants and certify that they are the owners of a certain tract or parcel of land conveyed to them by the following Deed:

(1) Deed dated 6 November 1992, recorded in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 430, at Page 621, from Carl R. Salmons and Marie S. Salmons, husband and wife, to which reference is made for a more complete description.

The undersigned have heretofore recorded a plat of survey of Hillcrest Estates, to which reference is made for a more particular description.

The undersigned propose to sell the aforesaid land subject to the following easements, restrictions, covenants and conditions, which shall be effective as of this date:

1. No lot or group of lots may be resubdivided so as to produce a greater number of lots.

2. No mobile homes or campers including double-wides shall be permitted.

3. No structure of a temporary character, trailer, mobile home, basement (unless basement is a part of the house erected at the same time) tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

4. No lot shall be used or maintained as a dumping ground for rubbish. All property shall be kept in an orderly sanitary condition at all times.

5. No obnoxious or offensive activity shall be allowed upon any lot, nor shall anything be done thereon tending to cause embarrassment, annoyance, or nuisance to the neighborhood. There shall not be maintained or kept any device or thing of any form whose normal activity or existence is in any way unsightly, unpleasant, obnoxious, dangerous, or of a nature as may diminish or destroy the enjoyment of other property in the neighborhood by the owners thereof.

6. Livestock and pets may be maintained on lots in Hillcrest Estates, providing that the permissible kind and quantity of such livestock or pets will be subject to the approval of the owners of Hillcrest Estates.

7. All fuel tanks, or any other tanks, if above ground, including all cylinders shall be housed out of view from adjoining property.

8. Parking of cars, boats, trailers, or any mobile units on streets or street right-of-way is not permitted.

9. No lot or any portion thereof may at any time be used as a road or access road or alleyway without the written consent of the Declarant.

TIMOTHY J. TOLBERT
Attorney at Law
512 N. Main Street
Hillsville, Virginia 24343

10. No unlicensed or disabled vehicles, industrial, construction equipment shall be parked on any lot, except when housed in a garage with said vehicles or equipment out of view from adjoining property.

11. In the case of delayed completion of construction of the home or vacant lots, the owner agrees to keep all grass clipped at a normal lawn length.

12. No building may be closer to the centerline of a street than 55 feet or nearer the other lot boundaries than 15 feet. Should more than one lot be purchased and blocked for the purposes of a single dwelling, then the common interior lines between said lots shall not be counted as lot boundaries.

13. Each lot shall be used solely for single family dwellings, outbuildings for these dwellings may include dependency buildings, compatible with normal residential properties.

14. No sign board or advertising posters are to be permitted on any land in Hillcrest, except signs or notices which may offer the property for rent or sale, and/or appropriate sign to shown the name of the owner and/or name for the property of any landowner.

15. All residential buildings shall have at least 1200 sq. ft. of ground level floor space, exclusive of porches, patios, basements, and garages. Plans must be submitted to the Developer for consultation, coordination, and approval prior to the beginning of construction. These plans will include site planning and/or development of landscaping.

16. It is agreed that a Property Owners' Association to be known as Hillcrest Estates Property Owners' Association shall be formed with membership as determined by the Bylaws of the Association, and that this Association shall establish and to collect reasonable annual assessment charges for street maintenance and operation of the private water system and to otherwise promote the common welfare of the Subdivision. Upon the withdrawal of the Developer and/or the completion of the Subdivision, the Association shall succeed to all the rights and privileges reserved in this Deed by the Developer.

17. The Developers and the Association hereby reserve unto themselves, their successors and assigns, jointly and severally, a permanent easement ten (10) feet in width on the front and side lines of each of the numbered lots for the purposes of constructing, repairing and maintaining utility lines.

18. The above restrictions concerning the above land may be repealed, revised, or redrawn at any time by the Developer or by the Association after withdrawal of the Developer.

19. All restrictions shall run with the land and shall be binding on all subsequent land owners

TIMOTHY J. TOLBERT
Attorney at Law
512 N. Main Street
Hillsville, Virginia 24343

whether acquiring title through the original owners of Hillcrest Estates, or otherwise.

WITNESS the following signatures and seals:

J. Thomas B Blizzard (SEAL)

THOMAS B. BLIZZARD

April S Blizzard (SEAL)

APRIL S. BLIZZARD

STATE OF VIRGINIA AT LARGE

COUNTY OF CARROLL, to-wit:

I, Renae M. Coulson, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife, whose names are signed to the foregoing Declaration of Restrictions and Covenants, appeared before me and acknowledged the same in my county and state aforesaid.

Given under my hand this 3rd day of September 1993.

My commission expires: July 31, 1995

RENAE M. COULSON COMMONWEALTH OF VIRGINIA NOTARY PUBLIC

Renae M. Coulson
Notary Public

Virginia: In Carroll County Court Clerks Office
9-7-1993 the foregoing instrument received in office with certificate thereto annexed and admitted to record at 3:47 o'clock P M and duly indexed with all required tax paid under Sec. 58-54.1
John J. Foster D Clerk
Add Tax

INSTRUMENT NO 2978
DELIVERED/~~MAILED TO~~:
Timothy J. Tolbert

VERIFIED & FILMED
SEP 7 1993

TIMOTHY J. TOLBERT
Attorney at Law
512 N. Main Street
Hillsville, Virginia 24343

660
429

Document Prepared by and return to:
East Tennessee Natural Gas Company
P.O. Box 510
Marion Va. 24354

BK 660 PG 429

Line No.: 3604-1
Tract No. CA-106

GRANT OF EASEMENT

COMMONWEALTH OF VIRGINIA }
COUNTY OF CARROLL } SS

KNOW ALL BY THESE PRESENTS: that the undersigned **Thomas B Blizzard & April S Blizzard,** (hereinafter called "Grantor", whether one or more), for and in consideration of the sum of Ten Dollars ($10.00) and other valuable consideration paid by **EAST TENNESSEE NATURAL GAS COMPANY**, a Tennessee Corporation whose address is, 5400 Westheimer Court, Houston, Texas 77056, (hereinafter called "Grantee"), does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent, perpetual and exclusive right of way and easement ("Right-of-Way") for the purpose of constructing, laying, maintaining, operating, inspecting, altering, repairing, removing, reconstructing, relocating, changing the size of and abandoning a pipeline, and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, tap valves, cathodic protection devices, pig launchers and receivers, fences, pipeline markers, and other appurtenant facilities above or below ground, for the transportation of natural gas, oil, petroleum, and any other substances which can be transported through pipelines, under, upon, over and through lands which the Grantor owns or in which the Grantor has an interest, situated in the County of Carroll, State of Virginia, more particularly described as follows:

The land described in a Deed(s) from **Carl R Salmons, Marie Salmons, Virginia Salmons Shelor & Lester Shelor,** to the herein Grantor, dated 11/06/92, and recorded in Deed Book 430, Page 621, in the Circuit Court Clerk's Office of Carroll County, Virginia, ("Grantor's Land")

The Right-of-Way herein granted shall be a total width of fifty feet (50'), extending fifteen feet (15') on the northerly side and thirty-five feet (35') on the southerly side of the pipeline to be constructed hereunder, and as generally shown on the drawing, Exhibit "A", attached hereto. Said drawing is preliminary, and the location of said Right-of-Way shall be fixed and determined by the pipeline as installed.

Also included in the herein Grant of Easement is a temporary easement for the use of an additional temporary work space as generally shown on the aforesaid drawing, which temporary workspace is adjacent to and parallel to said Right-of-Way. Said temporary workspace if any, will expire 18 months after the completion of construction.

The permanent and temporary easement rights granted herein shall extend to and include the free and full right of ingress and egress over and across said Grantor's Lands and other adjacent lands of the Grantor on public or private roads or ways, as may exist from time to time, to and from said Right-of-Way.

660
430

BK660PG430

Line No.3604-1
Tract No.: CA-106

This Grant of Easement shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to the rights to limit access to the Right-of-Way; to remove, clear and to keep clear, at the Grantee's option and with no additional compensation to Grantor, upon notice to Grantor, all buildings, walls or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs and any other structures or obstructions which might interfere with the use of the Right-of-Way or the free and full right of ingress and egress; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Right-of-Way set forth above.

Grantor shall not change, excavate, fill or flood the Right-of-Way, or interfere with the vegetative maintenance requirements in Grantee's federal and state authorizations without obtaining the Grantee's prior written consent.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such rights, or if necessary, seeking an appropriate remedy in conjunction with such rights.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter not herein expressed.

IN WITNESS WHEREOF, the GRANTOR herein, has duly executed this agreement this 24 day of May, 2002.

WITNESS:

GRANTOR:

Thomas B Blizzard
Thomas B Blizzard

April S Blizzard
April S Blizzard

660
431

BK660PG431

Line No.:3604-1
Tract No.:CA-106

ACKNOWLEDGEMENT

COMMONWEALTH OF VIRGINIA } SS

COUNTY OF CARROLL

Personally appeared before me, J Williamson, a Notary Public of the state and county aforesaid, personally came **Thomas B Blizzard**, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the foregoing instrument to be (his/her/their) free act and deed.

Witness my hand and official seal this 24 day of May, 2002.

J Williamson
(Notary Public)

My commission expires: 3/31/06

COMMONWEALTH OF VIRGINIA } SS

COUNTY OF CARROLL

INSTRUMENT #030011D9
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY ON
FEBRUARY 28, 2003 AT 10:19AM
CAROLYN H. HONEYCUTT, CLERK
BY J Williamson Doris M Wheatley (DC)

Personally appeared before me, _____, a Notary Public of the state and county aforesaid, personally came **April S Blizzard**, to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged the foregoing instrument to be (his/her/their) free act and deed.

Witness my hand and official seal this 25 day of May, 2002.

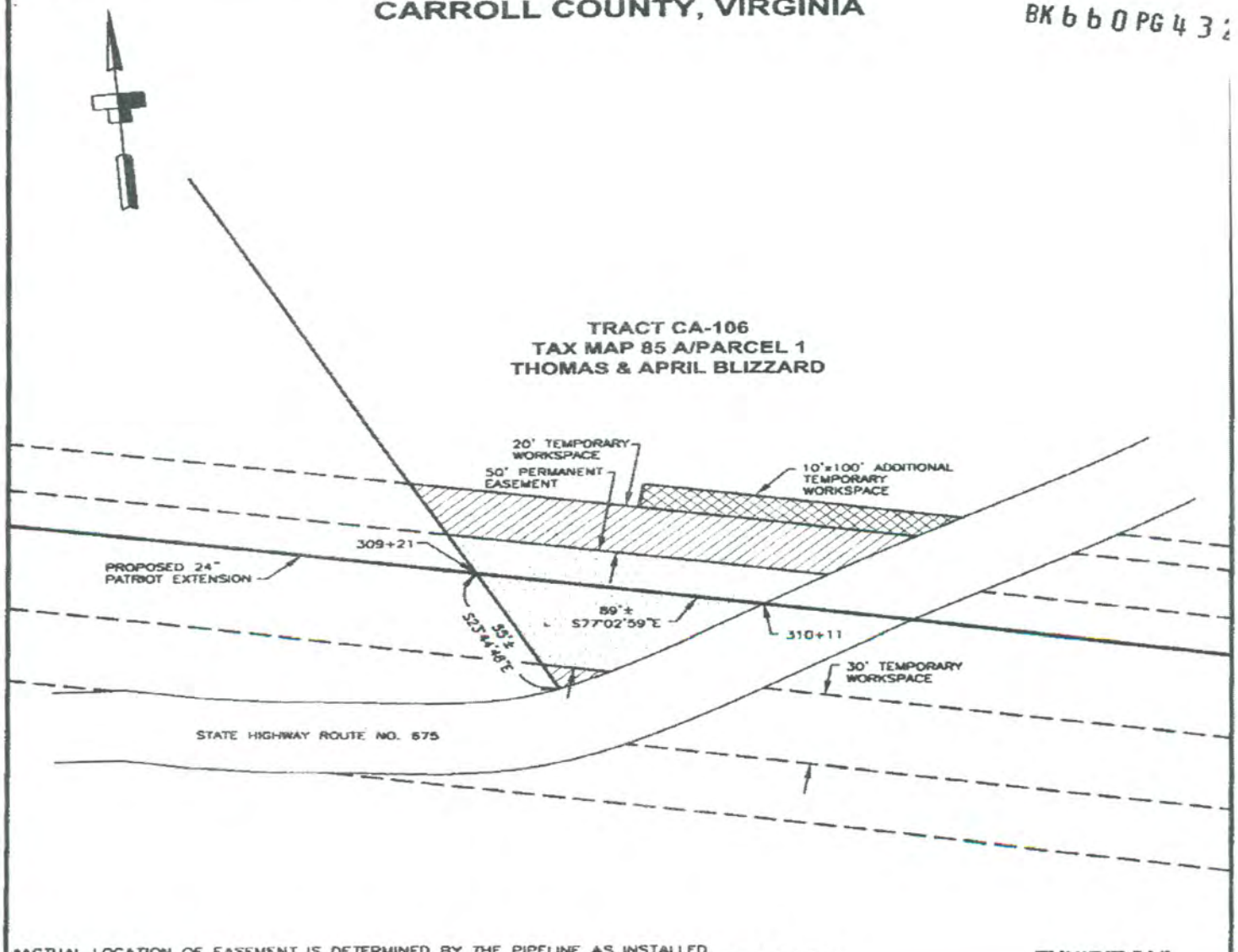
J Williamson
(Notary Public)

My commission expires: 3/31/04

Delivered to
Jerry Williamson

CARROLL COUNTY, VIRGINIA

BK 660 PG 432



*ACTUAL LOCATION OF EASEMENT IS DETERMINED BY THE PIPELINE AS INSTALLED.
*DISTANCES AND BEARINGS SHOWN ARE BASED ON COUNTY TAX MAPS AND FIELD SURVEY DATA.

EXHIBIT "A"

OWNER	THOMAS & APRIL BLIZZARD	TRACT NO. CA-106	ALIGNMENT SHEET NO. 1-S2-6
LOCATION	CARROLL COUNTY, VIRGINIA		
TOTAL DISTANCE ACROSS PROPERTY	89 FEET 5.4 RODS	ENG.	
TEMP. ROW 0.09 AC.	PERM. ROW 0.08 AC.	DRN. BY DAD	CHK. BY AAS
DATE 02/08/02	SCALE 1"=50'	DWG. NO. CA-106	

Duke Energy®
East Tennessee Natural Gas Company
5400 Westheimer Ct. Houston, TX 77056-5310 713/627-5400

This instrument prepared by: **Timothy J. Tolbert, Esquire (VSB #27726)**
When recorded, return to: **Timothy J. Tolbert, P. O. Box 250, Hillsville, VA 24343**
Title Insurance Company: **unknown**
Tax Map #: **85-A-1A**
Consideration: **$37,000**
Assessment: **$45,700**

THIS DEED made this 20th day of July 2021, by and between **GEORGE C. WALTHER** and **ELIZABETH R. WALTHER**, husband and wife, parties of the first part; and **LARRY ALLEN SNOW** and **SHARON McCAMEY SNOW**, husband and wife, 1185 Greenberry Road, Fancy Gap, Virginia 24328, parties of the second part.

WITNESSETH

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid by the parties of the second part to the parties of the first part, and other good and valuable consideration, the receipt of which is hereby acknowledged, the said parties of the first part do hereby bargain, sell, grant, and convey with General Warranty and Modern English Covenants of Title unto the parties of the second part, in fee simple, as tenants by the entirety with the right of survivorship as at common law, all that tract or parcel of land lying and being in the **Laurel Fork Magisterial District** of Carroll County, Virginia, and more particularly described as follows:

> BEGINNING at an iron pin set 20' off centerline of the 40' right of way of Virginia Route 666 (Bent Nail Road) at the intersection of the 30' right of way of Heather Trail; thence with said right of way of Virginia Route 666, S. 15-14-45 W., 4.94 feet to a point; thence S. 02-25-55 W., 38.88 feet to a point; thence S. 06-37-05 E., 37.82 feet to a point; thence S. 14-03-50 E., 37.00 feet to a point; thence S. 19-05-55 E., 41.63 feet to a point; thence S. 23-31-15 E., 50.85 feet to a point; thence S. 25-05-45 E., 75.44 feet to a point; thence S. 24-36-30 E., 39.41 feet to a point; thence S. 21-55-05 E., 38.76 feet to a point; thence S. 18-39-20 E., 38.85 feet to a point; thence S. 16-05-15 E., 39.12 feet to a point; thence S. 13-53-25 E., 38.91 feet to a point; thence S. 12-23-50 E., 106.54 feet to a point; thence S. 12-07-10 E., 49.91 feet to a point; thence S. 11-42-10 E., 49.96 feet to a point; thence S. 10-04-30 E., 52.36 feet to a point on the 40' right of way of Virginia Route 675 (Chaparal Drive); thence leaving said right of way of Virginia Route 666 and with said right of way of Virginia Route 675,

TOLBERT & TOLBERT, LLP
Attorneys at Law
606 Pine Street
Hillsville, Virginia 24343
(276) 728-2371

S. 69-00-10 W., 88.48 feet to a point; thence S. 71-42-15 W., 49.16 feet to a point; thence S. 72-57-55 W., 49.32 feet to a point; thence S. 75-20-40 W., 47.80 feet to a point; thence S. 79-59-30 W., 36.82 feet to a point; thence S. 87-52-10 W., 36.88 feet to a point; thence N. 81-10-45 W., 37.07 feet to a point; thence N. 73-13-40 W., 15.03 feet to a point; thence leaving said right of way of Virginia Route 675, N. 18-37-55 W., 890.80 feet to an iron pin set on the 30' right of way of Holly Trail; thence with the curve of said right of way, said curve having a radius of 370.30 feet, a chord bearing S. 81-38-10 E., and a distance of 67.78 feet to a point; thence S. 76-23-10 E., 114.02 feet to a point; thence with the curve of said right of way, said curve having a radius of 399.05 feet, a chord bearing S. 71-38-45 E., and a distance of 65.95 feet to a point; thence with the curve of said right of way, said curve having a radius of 98.99 feet, a chord bearing N. 81-10-20 E., and a distance of 104.69 feet to an iron pin set on the 30' right of way of Heather Trail; thence leaving the right of way of Holly Trail and with said right of way of Heather Trail, S. 76-35-15 E., 97.72 feet to the point of the BEGINNING, containing ***7.127 acres***, more or less, as shown on plat of survey by T. G. Slusher, LLS, dated October 2, 2006, Job No. 3891, a copy of which is of record in the Clerk's Office of the Circuit Court of Carroll County, Virginia, in Deed Book 795, at Page 280, and being the same land conveyed to GEORGE C. WALTHER and ELIZABETH R. WALTHER, husband and wife, from THOMAS B. BLIZZARD and APRIL S. BLIZZARD, husband and wife, by Deed dated November 20, 2006, of record in the aforesaid Clerk's Office in Deed Book 795, at Page 277.

This conveyance is made subject to the Declaration of Restrictions and Covenants governing Hillcrest Estates, of record in the aforesaid Clerk's Office in Deed Book 443, at Page 499.

This conveyance is further subject to a 50' easement granted East Tennessee Natural Gas Company, as set forth in the aforesaid Clerk's Office in Deed Book 660, at Page 429.

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

TOLBERT & TOLBERT, LLP
Attorneys at Law
606 Pine Street
Hillsville, Virginia 24343
(276) 728-2371

WITNESS the following signatures and seals:

George C Walther (SEAL)
GEORGE C. WALTHER

Elizabeth R. Walther (SEAL)
ELIZABETH R. WALTHER

STATE OF Florida

COUNTY OF Seminole, to-wit:

The foregoing instrument was subscribed, sworn to and acknowledged before me this 6th day of August 2021, by GEORGE C. WALTHER and ELIZABETH R. WALTHER, husband and wife.

My commission expires: 08/21/2025

Notary Public

Notary Public State of Florida
Stanislava Stoilkh
My Commission HH 122611
Expires 08/21/2025

INSTRUMENT 210003249
RECORDED IN THE CLERK'S OFFICE OF
CARROLL COUNTY CIRCUIT COURT ON
AUGUST 10, 2021 AT 10:35 AM
$46.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $23.00 LOCAL: $23.00
GERALD R. GOAD, CLERK
RECORDED BY: SRG

TOLBERT & TOLBERT, LLP
Attorneys at Law
606 Pine Street
Hillsville, Virginia 24343
(276) 728-2371