

AUCTION & REAL ESTATE INFORMATION

Christina D. Moulton | Online-Only Auction

AUCTION INFORMATION

AUCTION DATE	BUYER'S PREMIUM	DEPOSIT AMOUNT	CLOSING DATE
November 4, 2026 3:00 PM	10%	\$5,000	On or before December 21, 2026
Auction Format		Online only; bids are subject to Seller approval.	
Bidding Website		BlueRidgeLandandAuction.HiBid.com	
Soft Close		A bid received within the final 2 minutes extends bidding for 2 minutes; each bid during an extension restarts the 2-minute period.	
Auction Contact		United Country Blue Ridge Land & Auction • (540) 745-2005	

LAND OFFERING | ±25.229 ACRES

Address	TBD Ferney Creek Rd, Willis, VA 24380
Parcel ID	Portion of Parcel ID #52-47A
Total Acreage	±25.229 acres, according to Plat #250001687
Property Type	Vacant land tract offered as one property

SITE INFORMATION

Road Frontage	Property fronts Ferney Creek Road; refer to survey for exact frontage and boundaries
Survey / Plat	Plat #250001687; subject offering identified as Tract #4 containing ±25.229 acres
Land Features	Aerial mapping shows a mix of open and wooded land with a pond; boundaries shown on maps are approximate
Preview	Property may be inspected by appointment through the Auction Company or Auctioneer Matt Gallimore at (540) 239-2585

PROPERTY DETAILS

Legal Reference	Deed 050001050; Will 220000068; GREASY CREEK; Plat 250001687
Deed Restrictions	Property is subject to recorded restrictions in Floyd County Instrument #260000423
Residential Use	Restrictions provide for residential use; no trailers, mobile homes, singlewide homes, doublewide homes, or similar homes
Residence Size	Only one residence may be constructed, with at least 1,250 sq ft of living space
Agricultural Use	Livestock may be kept on Tract #4; conventional farm operations or similar intensive agricultural uses may be maintained
Building Setbacks	On Tract #4: at least 100 ft from interior lot lines between Tracts 3 & 4 and 45 ft from the new 50-ft ROW
Vehicle Restriction	Unlicensed, untagged, or disabled vehicles may not be placed on the property unless stored inside a conventional building

RESTRICTIONS & RIGHT-OF-WAY NOTES

50-Ft Right-of-Way	A 50-ft ROW extends from Ferney Creek Road along the southern border of Tract #4 for access to adjoining Tract #3
Eastern Right-of-Way	Additional ingress/egress ROW lies along the eastern border for adjoining landowner, Parcel ID #52-43
Survey Reference	Buyers should rely on the recorded survey/plat and deed restriction instrument for exact locations, dimensions, and terms

GENERAL AUCTION NOTES

Earnest Money	\$5,000 non-refundable deposit, due by wire transfer or certified funds no later than 48 hours after the auction closes
Possession	At closing, after payment in full and transfer of title
Deed	General warranty deed
Taxes	Current-year real estate taxes will be prorated through the date of closing
Condition	Real estate is sold as-is, where-is, with no warranties expressed or implied

SOURCE NOTES

- Acreage, tract layout and right-of-way locations are summarized from Plat #250001687 and the auction materials.
- Deed restrictions are summarized from Floyd County Instrument #260000423; buyers should review the complete recorded instrument in the Bidder Packet.
- Auction terms are summarized from the Online Auction Bidders Agreement. The complete agreement and purchase contract control in the event of any inconsistency.



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 – Christina D Moulton

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

AUCTION DATE – Wednesday, November 4th, 2026 at 3 PM

*** Bids at 3 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

AUCTIONEER – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction 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:

Portion of Parcel ID #52-47A; +/- 25.23 acres; Deed 050001050; Will 220000068; GREASY CREEK; Plat 250001687

Address: TBD Ferney Creek Rd, Willis, VA 24380

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, November 4th, 2026 at 3 PM (EST)**

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

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

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval. 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, December 21st, 2026**. 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) **Other:** Property is subject to deed restrictions. Recorded in Floyd County Clerks Office Instrument #260000423
- 22) **Right of Way:** Property has frontage on Ferney Creek Road. A 50-foot right-of-way extends from Ferney Creek Road along the southern border of the 25.229-acre tract (#4), providing access to the adjoining 12.525-acre tract (#3). There is an additional right-of-way for ingress and egress along the eastern border of the property for the adjoining landowner (Parcel ID: 52-43). Refer to survey.

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

Aerial



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

Contour



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



Neighborhood

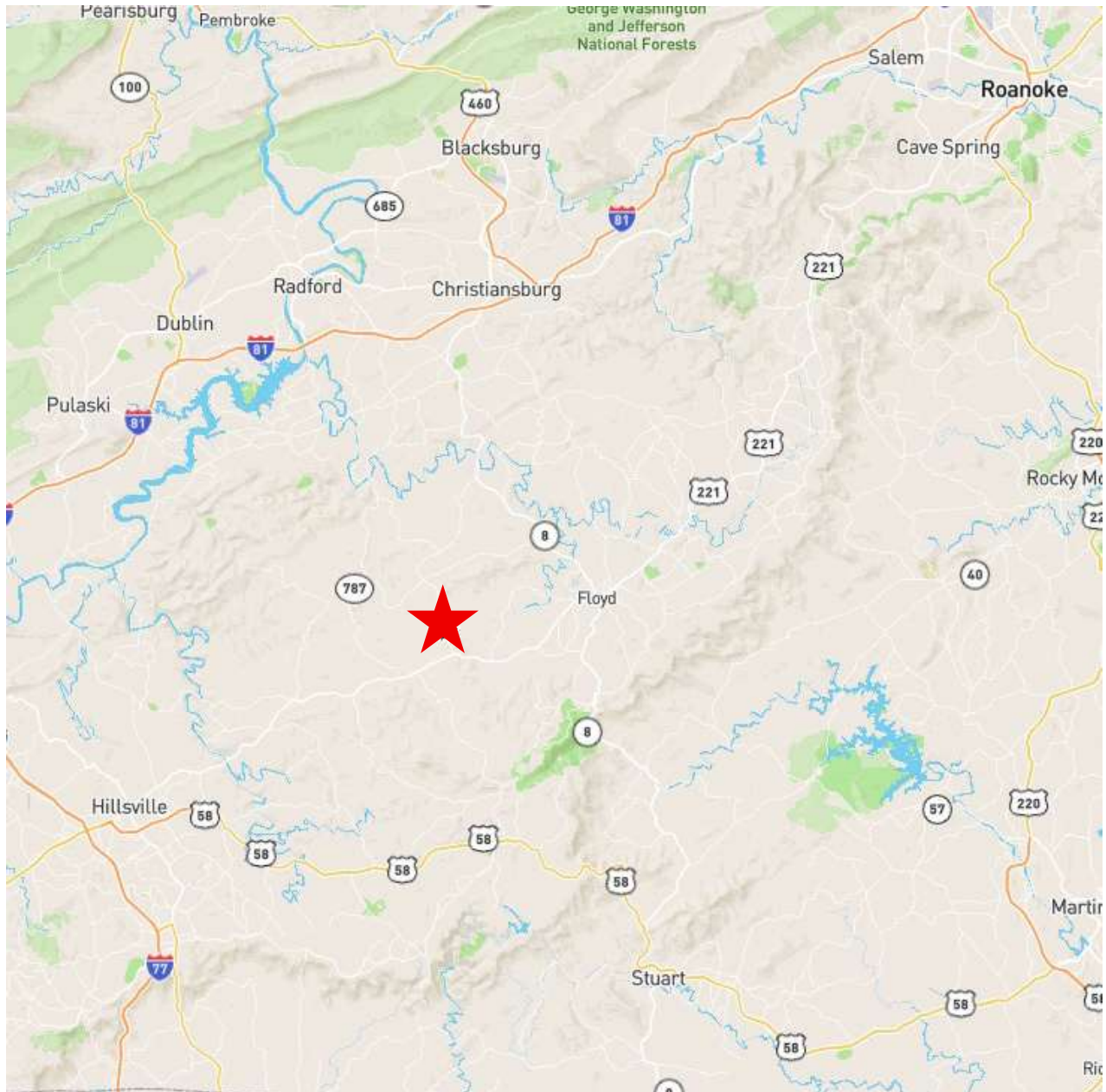
TBD Ferney Creek Rd.
Willis, VA 24380





Location

TBD Ferney Creek Rd.
Willis, VA 24380



STATE PLANE COORDINATE SYSTEM
VIRGINIA SOUTH ZONE / NAD 83



PLAT SHOWING
A "LOTLINE REVISION"
0.061 AC. TRACT
PROPERTY OF
PHILIP J. MOULTON
CHERYL A. MOULTON
TO BE ACQUIRED BY
CHRISTINE D. MOULTON

A "LOTLINE REVISION"
0.061 AC. TRACT
PROPERTY OF
CHRISTINE D. MOULTON
TO BE ACQUIRED BY
PHILIP J. MOULTON
CHERYL A. MOULTON

A "STANDARD SUBDIVISION"
"TRACT 1" 2.598 AC.
"TRACT 2" 2.402 AC.
PROPERTY OF
CHRISTINE D. MOULTON

A "AGRICULTURAL SUBDIVISION"
"TRACT 4" 25.229 AC.
PROPERTY OF
CHRISTINE D. MOULTON

A "REMAINDER LOT"
"TRACT 3" 12.525 AC.
PROPERTY TO BE RETAINED BY
CHRISTINE D. MOULTON

LOCATED ON VIRGINIA SECONDARY ROUTE #759 AND #769
"ALUM RIDGE ROAD NW" AND "TERRY CREEK ROAD NW"

BURKS FORK MAGISTERIAL DISTRICT
FLOYD COUNTY, VIRGINIA
SCALE: 1" = 200' DATE: 4 JUNE 2025
L. J. QUEENSBERRY, LICENSED LAND SURVEYOR
521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343
PHONE & FAX: (276) 728-7471 • E-MAIL: queensberryland@gmail.com

JOB NO. 5314 SHEET 1 OF 2

25.0001687

LEGEND

---	Fence
---	Overhead Utility Line
---	Utility Pole
---	Creek/Stream
---	Spring Head
---	Proposed 3" Wall Site
---	Proposed House Sites

TAX SECTION 52, PARCEL 43
MARK E. WITT
DEED INSTRUMENT NO. 970000080
PLAT CABINET 1, SLIDE 640

TAX SECTION 52, PARCEL 44
PROPERTY OF
FRANCES T. WITT
DEED INSTRUMENT NO. 970000090
PLAT CABINET 1, SLIDE 640

REMAINDER LOT
12.525 AC.

TAX SECTION 52, PARCEL 46
DEED INSTRUMENT NO. 970000088
PLAT CABINET 1, SLIDE 640

TAX SECTION 52, PARCEL 47
DEED INSTRUMENT NO. 970000088
PLAT CABINET 1, SLIDE 640

TAX SECTION 52, PARCEL 61
PROPERTY OF
CONNIE T. HOLLANDSWORTH
DEED INSTRUMENT NO. 050002868, TRACT A
SEE DEED BOOK 27, PAGE 325 FOR DESCRIPTION

LOT LINE REVISION
1.975 AC.
(1.975 AC. • 0.061 AC. - 0.061 AC.)
PROPERTY OF
PHILIP J. MOULTON
CHERYL A. MOULTON
DEED INSTRUMENT NO. 970000088
PLAT CABINET 1, SLIDE 640
SEE DEED BOOK 158, PAGE 440
NO EXISTING DRAIN FIELD PERMIT FOUND OF RECORD

THE RECORDATION 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 FLOYD COUNTY, VIRGINIA
CIRCUIT COURT CLERK'S OFFICE.

**LINE TABLE FOR CENTERLINE
OF EXISTING RIGHT-OF-WAY
PER PLAT RECORDED IN
PLAT CABINET 1, SLIDE 640,
SEE DEED BOOK 77, PAGE 87**

LINE BEARING	DISTANCE
15-18N 16°46'17"W	35.88'
15-17N 10°54'29"E	185.38'
15-18N 14°15'43"E	22.60'
15-24N 06°09'09"E	163.84'
20-21N 23°32'46"W	30.08'
2-22N 54°19'25"W	228.86'
22-23N 37°46'56"W	27.07'
24-25N 03°34'55"E	40.17'
25-26N 03°36'12"W	255.81'

**LINE TABLE FOR CENTERLINE
OF NEW 50' RW FROM ROUTE
ROUTE #769 THROUGH NEW
AGRICULTURAL LOT 4 TO
TAX SECTION 52, PARCEL 47**

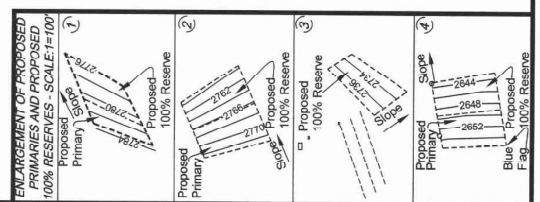
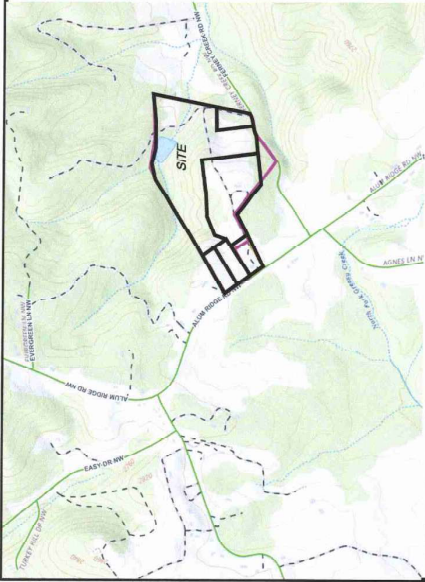
LINE BEARING	DISTANCE
5-27N 18°34'25"W	59.35'
27-28S 84°38'53"W	194.74'

**LINE TABLE FOR CENTERLINE
OF EXISTING 25' RIGHT-OF-WAY
PER PLAT RECORDED IN
DEED BOOK 158, PAGE 442**

LINE BEARING	DISTANCE
9-10N 65°11'32"E	109.09'
1-21N 55°56'16"E	132.46'
2-3-4N 65°01'36"E	88.90'

LINE TABLE FOR CENTERLINE OF 30' PRESCRIPTIVE RW ROUTE #769

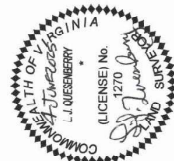
LINE BEARING	DISTANCE
1-2S 65°27'20"W	24.19' Total
2-3N 65°27'20"W	24.19' Total
3-4S 77°33'46"W	38.41'
4-5S 81°36'32"W	62.62'
5-6S 81°44'38"W	59.30'
6-7S 15°44'01"W	14.22'



CHRISTINE D. MOULTON



5. 35' MINIMUM BUILDING SETBACK FROM 40' RW VIRGINIA SECONDARY ROUTE #750 AND 45' FROM MINIMUM BUILDING SETBACK FROM 30' RW VIRGINIA SECONDARY ROUTE #769.



JCB No. 5314 SHEET 2 OF 2

PROPERTY IS A PORTION OF MAP # 052-47A

PROPERTY

Parcel Information

Parcel Record Number (PRN) **6455** Town/District **BURKS FORK**

Account Name **MOULTON CHRISTINA D**

Account Name 2

Care Of

Address1 **745 ALUM RIDGE RD**

Address2

City, State Zip **WILLIS, VA 24380**

Business Name

Location Address(es)	745 ALUM RIDGE RD		VA	
	RT 750		VA	

Map Number

Map Number Sheet Insert DoubleCircle Block Lot SubLot
052 47A 052 47 A

Total Acres **44.13**

Deed **DG-05-0001050**

Will **WILL-22-0000068**

Plat **NONE**

Route **750**

Legal Desc 1 **GREASY CREEK**

Legal Desc 2

Zoning

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

Topology

Utilities **NONE**

Assessed Values

Type	Current Value (2026)	Previous Value (2025)
Land	\$415,000	\$415,000
Main Structures	\$160,100	\$160,100
Other Structures	\$6,300	\$6,300
TOTALS	\$581,400	\$581,400

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
MOULTON JACK K JR	\$0	WILL-22-0000068	1	04/07/2022
		LIST OF HEIRS-06-0000039	1	03/17/2006
MOULTON SYLVIA S	\$0	DEED OF GIFT-05-0001050	1	05/02/2005
		UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
1	HOMESITE WD	1.00	\$70,000	\$70,000

2	RESIDUAL	3.25	\$8,000	\$26,000
3	NURSERY LND	39.88	\$8,000	\$319,000

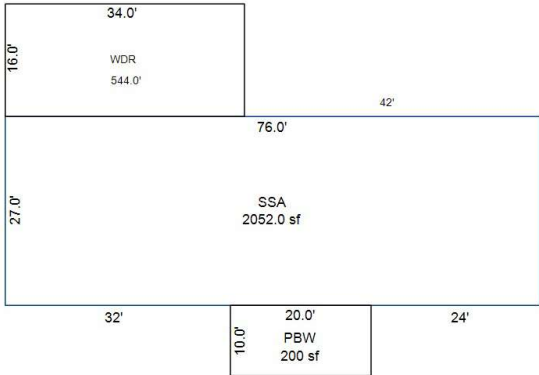
Main Structures

Main Structure 1	Rooms	6	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	3	Heated Sq Ft	2,052
	Cost/Heated SqFt	\$58.84	Constr Style	DOUBL WIDE

Main Structure Photo



Main Structure Sketch



Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	CENTRAL AIRCOND	2,052	\$3	\$6,977
ARCH STYLE	DOUBL WIDE	2,052	\$0	\$0
BATHROOMS	FULL BATHS	2	\$4,250	\$8,500
BUILDING TYPE	SFR	2,052	\$0	\$0
CONDITION	GOOD-FAIR	2,052	\$0	\$0
EXT FINISH	VINYL SID	2,052	\$0	\$0
EXT FINISH 2	-	2,052	\$0	\$0
FIREPLACES	1 S FP MTL	1	\$2,550	\$2,550
FOUNDATION	BRICK	2,052	\$0	\$0
FRAME	WOOD	2,052	\$0	\$0
HEAT	HEAT PUMP	2,052	\$0	\$0
ROOF MATERIAL	COMP SHG	2,052	\$0	\$0
STORIES	STORIES	1	\$0	\$0
SWL	SWL PRVTE	1	\$21,250	\$21,250

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	SSA	SIDING/SHINGLE ONE STORY	D	2,052	1.00	0.00	\$160,990	2000	2000	\$120,742
2-0	100	WDR	WOODEN DECK W/RAILING	D	544	1.00	0.00	\$10,173	2000	2000	\$7,630

3-0	100	PBW	PATIO BR/STN-- WALLED OR R	D	200	1.00	1.00	\$3,060	2000	2000	\$2,295

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	FRAME SHED	FR SHEDZZ	NO GRADE	576	\$8.00	MANUAL	1.00	2024	\$4,600
2	ATT SHED	ATT SHED	NO GRADE	432	\$4.00	MANUAL	1.00	2024	\$1,700

Data last updated: 09/19/2026

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Concise Systems, LLC * www.concisesystems.com * (540)776-1800 * sales@concisesystems.com

TAX MAP - 52-47A

050001050

PG 036 11-38

An exemption from recordation taxes is claimed under §58.1-810 of the 1950 Code of Virginia, as amended.

THIS DEED OF CONFIRMATION AND CORRECTION is made this 2nd day of July, 1990, by and between JACK K. MOULTON, JR., PATTI G. MOULTON, and PHILIP J. MOULTON, parties of the first part, Grantors; and JACK K. MOULTON, JR., party of the second part, Grantee, whose address is *108 Cove Circle, Chesapeake, Virginia, 23325.*

WITNESSETH:

WHEREAS, Jack K. Moulton, Jr. acquired from Eloise Weeks Crosswhite, Widow, et al, the hereinafter described property, consisting of approximately forty-four (44) acres, located in Burks Fork Magisterial District of Floyd County, Virginia, by deed dated August 27, 1986, duly recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 155, at page 629, and caused said property to be titled in the name of his mother, Sylvia S. Moulton; and

WHEREAS, Sylvia S. Moulton died intestate on June 29, 1988, in the City of Chesapeake, Virginia, survived by her three (3) children, Jack K. Moulton, Jr., Patti G. Moulton, and Philip J. Moulton, her sole heirs at law; a list of heirs having been filed in the Clerk's Office of the Circuit Court of Chesapeake, and

WHEREAS, the Grantors acknowledge that Jack K. Moulton, Jr. is entitled to said property and desire to confirm the title in his name.

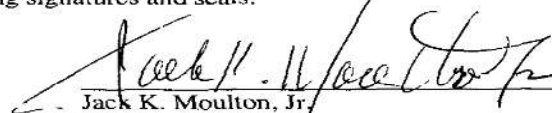
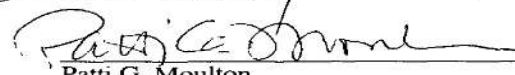
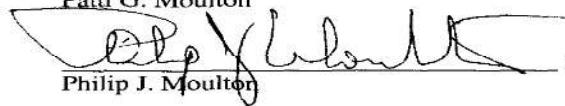
NOW, THEREFORE, THIS DEED WITNESSETH: That for and in consideration of the sum of ONE DOLLAR (\$1.00), cash in hand paid, the receipt of which is hereby acknowledged, the said Grantors, Jack K. Moulton, Jr., Patti G. Moulton, and Philip J. Moulton, do hereby grant and convey, with SPECIAL WARRANTY, unto the Grantee, Jack K. Moulton, Jr., the following property described in Exhibit "A" attached hereto.

5-3-05 Mailed:
Jack K. Moulton Jr.
1999 Hale Rd.
Chesapeake, VA 23072

PG0037 17-38

This conveyance is made especially subject to the conditions, easements, restrictions, and reservations, if any of record, constituting constructive notice.

WITNESS the following signatures and seals:

 (SEAL)
 Jack K. Moulton, Jr.
 (SEAL)
 Patti G. Moulton
 (SEAL)
 Philip J. Moulton

STATE OF VIRGINIA
 CITY OF CHESAPEAKE, to-wit:

The foregoing Deed of Confirmation and Correction was acknowledged before me, the undersigned Notary Public, by JACK K. MOULTON, JR., PATTI G. MOULTON, and PHILIP J. MOULTON, on this 2nd day of July, 1990.


 Notary Public

My commission expires on: September 30, 1992.

"EXHIBIT A"

ALL THAT certain tract or parcel of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, lying, situate, and being in the Burks Fork Magisterial District of Floyd County, Virginia, on the waters of the West Fork of Little River, containing 44-1/8 acres, more or less, this conveyance being made in gross by the boundary and not by the acre.

LESS AND EXCEPT two (2) acres, which are expressly RESERVED and which are not conveyed by this deed, more particularly described in the hereinafter mentioned deed.

IT BEING the same property conveyed to Sylvia S. Moulton by deed of Eloise Weeks Crosswhite, widow, and A. Ray Guthrie, widower, dated August 27, 1986, which is duly recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 155, at page 629. The said Sylvia S. Moulton died intestate on June 29, 1988, and a List of Heirs, i.e. Jack K. Moulton, Jr., Patti G. Moulton, and Philip J. Moulton (the Grantors herein) was filed in the Clerk's Office of the Circuit Court of the City of Chesapeake, Virginia.

Prepared By JACIE H. Moulton, Jr.
799 Hake Road
Chesapeake, VA 24072

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County
May 2, 2005, at 10:22 AM
This Instrument received in office, and, with certificate thereto attached
admitted to record. The tax imposed by Section 58.1-802 of the code in
the amount of \$ has been paid.

Teste: WENDELL G. PETERS, Clerk

Wendell G. Peters D.G.

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE ("Contract") is made as of November 4th, 2026, between Christina D. Moulton, 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 [x] is or [] is not unimproved land. 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 Floyd, and described as follows:

Portion of Parcel ID #52-47A; +/- 25.23 acres; Deed 050001050; Will 220000068; GREASY CREEK; Plat 250001687

Address: TBD Ferney Creek Rd., Willis, VA 24380

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 the attorney or title company selected by Purchaser ("Settlement Agent"), in the amount of \$5,000 ("Deposit"). The Deposit shall be held by the Settlement Agent 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 the Settlement Agent on or before December 21st, 2026 ("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

Seller's Initials _____

Purchaser's Initials _____

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 ☒ 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: ☐ 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

Seller’s Initials _____

Purchaser’s Initials _____

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.vspso.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.

Seller's Initials _____

Purchaser's Initials _____

(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. 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.

(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.

Seller's Initials _____

Purchaser's Initials _____

(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) Other. Property is subject to deed restrictions. Recorded in Floyd County Clerks Office Instrument #260000423

(l) Right of Way. Property has frontage on Ferney Creek Road. A 50-foot right-of-way extends from Ferney Creek Road along the southern border of the 25.229-acre tract (#4), providing access to the adjoining 12.525-acre tract (#3). There is an additional right-of-way for ingress and egress along the eastern border of the property for the adjoining landowner (Parcel ID: 52-43). Refer to survey.

Seller's Initials _____

Purchaser's Initials _____



**Blue Ridge
Land & Auction**

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

Seller's Initials _____

Purchaser's Initials _____

260000423

Tax Map Nos. 52-47D and 52-47B

**DECLARATION OF RESTRICTIONS
AND
RESERVATION OF EASEMENTS**

THIS DECLARATION OF RESTRICTIONS and RESERVATION OF EASEMENTS made this 12th day of March, 2026, by CHRISTINA D. MOULTON, referred to as "Declarant."

WITNESSETH

WHEREAS, Declarant is the sole owner of that real estate designated as Tracts 1, 2, 3 and 4 on that certain plat of survey prepared by L. J. Quesenberry, L.S., dated June 4, 2025, said plat is recorded in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. 250001687, and is incorporated herein by reference.

WHEREAS, said Tracts were devised to Declarant by the Last Will and Testament of Jack K. Moulton, Jr., deceased, of record in the aforesaid Clerk's Office as Will Instrument No. 220000068.

WHEREAS, Declarant intends to sell Tracts 1 and 4 and Declarant wishes to place certain restrictions on the use of said Tracts.

NOW, THEREFORE, Declarant hereby places the following restrictions and uses on Tracts 1 and 4 as follows:

1. No trailers, mobile homes, singlewide homes, doublewide homes, or similar homes may be placed on either tract at any time.

Del. 3/19/26 Terry Thompson

2. No unlicensed, untagged, or disabled motor vehicles may be placed on either tract unless such vehicles are stored inside a building, which building must be of conventional construction and built pursuant to state building codes.

3. Only one residence of at least 1,250 square feet of living space, may be constructed on either Tract.

4. Both tracts shall be used for residential purposes only. Livestock may be kept on Tract 4, however no feed lots, commercial farm operations, or similar intensive agricultural uses may be maintained on said tract.

5. All buildings on Tract 4 must be set back at least 100 feet from the interior lot lines between Tract 3 and Tract 4 and 45 feet from the "New 50' R/W" as shown on the afore-referenced plat of survey.

6. A nonexclusive 50' wide access easement is hereby reserved by Declarant, her heirs, successors, and assigns along the "New 50' R/W" from Virginia Secondary Route No. 769 (Ferney Creek Road, NW) for the benefit of Tract 3 for ingress and egress as shown on the aforesaid plat, for the benefit of the owners and heirs, successors, and assigns of Tract 3.

7. The tract owners, including the Declarant, so long as she still owns one or more tracts, or any of them severally, shall have the right to proceed at law or in equity to compel compliance with the restrictions stated herein or to prevent the violation or breach of any of them or to seek damages for the said violations and shall have the right to recover from the breaching party all attorney's fees and costs resulting from the enforcement of these restrictions.

Any judgement for damages, costs and/or attorney's fees rendered against an owner pursuant hereto shall constitute a lien upon the property upon which such violation occurred.

The failure by any owner or Declarant to seek enforcement of any of the terms and provisions hereof shall not render this Declaration invalid. The invalidation of any one or more of the Restrictive Covenants hereof or any single provision, sentence, clause or phrase contained therein, by any Court of competent jurisdiction shall not affect the remainder of this Declaration, which shall remain in full force and effect.

Should the defaulting owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder, within thirty (30) days of the date of judgment, the prevailing lot owners, or their successors and assigns, shall have the right to interest on such liens at the rate of twelve per centum (12%) per annum and shall be entitled to receive all costs of collection, including reasonable attorney's fees.

No violation or breach of the foregoing shall be superior to any valid lien on the property by a lender without written notice of such violation or breach at the time said lien is placed on the property.

The Restrictions created herein shall run with the land and shall be binding on the
aforementioned tracts for a period of forty (40) years from the date of this Declaration, after
which time they shall automatically be extended for successive periods of ten (10) years.

Christina D. Moulton
Christina D. Moulton

COMMONWEALTH OF VIRGINIA
CITY/COUNTY OF Floyd

The foregoing instrument was subscribed and sworn before me this 12th day of March, 2026,
by Christina D. Moulton.

Bailey N. Underwood
Notary Signature

Notary's Registration Number: 8027169

My Commission Expires: 5/31/2026



INSTRUMENT 260000423
RECORDED IN THE CLERK'S OFFICE OF
FLOYD CIRCUIT COURT ON
MARCH 19, 2026 AT 01:53 PM
RHONDA T. VAUGHN, CLERK
RECORDED BY: LRW