



**Blue Ridge Land  
& Auction Co., Inc**

## TERMS OF AUCTION

**AUCTION FOR** – Jerry S. and Bonnie M. Cardwell

**AUCTION LOCATION** – Online at <http://www.VAAuctionPro.com>

**AUCTION DATE** – Thursday March 18<sup>th</sup>, 2021 at 4 PM

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

**Offering** – 5384 Harvest Rd. Riner, VA 24149

Consisting of 17.52 acres and improvements; Parcel ID# 006470; Tax ID# 138-A 32

### **General Terms and Conditions**

**10% Buyer’s Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close within 45 days. Sold “Subject to Seller Confirmation”. Earnest Money Deposit is \$5,000**

**Property is being sold by Online Only Auction with a SOFT CLOSE. Auction ends at 4 PM on March 18<sup>th</sup>, 2021. Auction will be extended two- and one-half minutes on bids made just before 4pm and later. Auction ends once bidding ends.**

**BIDDER REGISTRATION** – **Registration begins now** online, prior to auction day, at <http://www.VAAuctionPro.com>

By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

**AGENCY DISCLOSURE** – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

**COPYRIGHT FOR AUCTION** – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

**DUE DILIGENCE** – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively “Property Issues”). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

**DISCLAIMERS** – Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered “**AS IS, WHERE IS, WITH ALL FAULTS.**” To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

**DISCLOSURES** - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

**SALE CONTRACT** – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The property will be offered subject to the terms of the Sale Contract which is not negotiable. Contract is not subject to purchaser obtaining financing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties’ rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 45 days following the Auction.

**EARNEST MONEY DEPOSIT** – Purchaser will be required to make a **\$5,000 Earnest Money Deposit on March 18<sup>th</sup>, 2021**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

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

Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

**DISPUTE RESOLUTION** – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues, or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

**Choice of Law, Jurisdiction, and Venue** – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Floyd in the State of Virginia.

**MISCELLANEOUS** – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer’s written revision or announcement at the Auction.

**Bidder Acknowledgement** – By signing below you hereby agree to the **Terms of Auction**

Name	_____
Signature	_____
Address	_____
Phone	_____
Email	_____

## Property Information Sheet

**5384 Harvest Road  
Riner, VA 24149**



**Auction Services**

**Acreage** – 17.53

**Tax Map #** - 138- A 32; **Deed** - Book 2019 Page 6761

**Total Square Footage** – 4,328

**Main Level Square Footage** – 2,428

**Finished Basement Square Footage** - 1,900; includes 3 bedrooms, 2 full baths and a kitchenette

**Year Built** - 1986

**Structural Frame** - Wood

**Construction** - Brick; **Style** - Ranch

**Heating** - Heat Pump; 2 Gas Fireplaces

**Bedrooms** - 5; **Full Baths** - 4

**Roof** - Composite Shingle

**Interior Walls** - Drywall and Paneling

**Flooring** - Hardwood and Ceramic Tile

**Garage** - Double Attached

**\*\*INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED**



**Auction Services**

# AERIAL

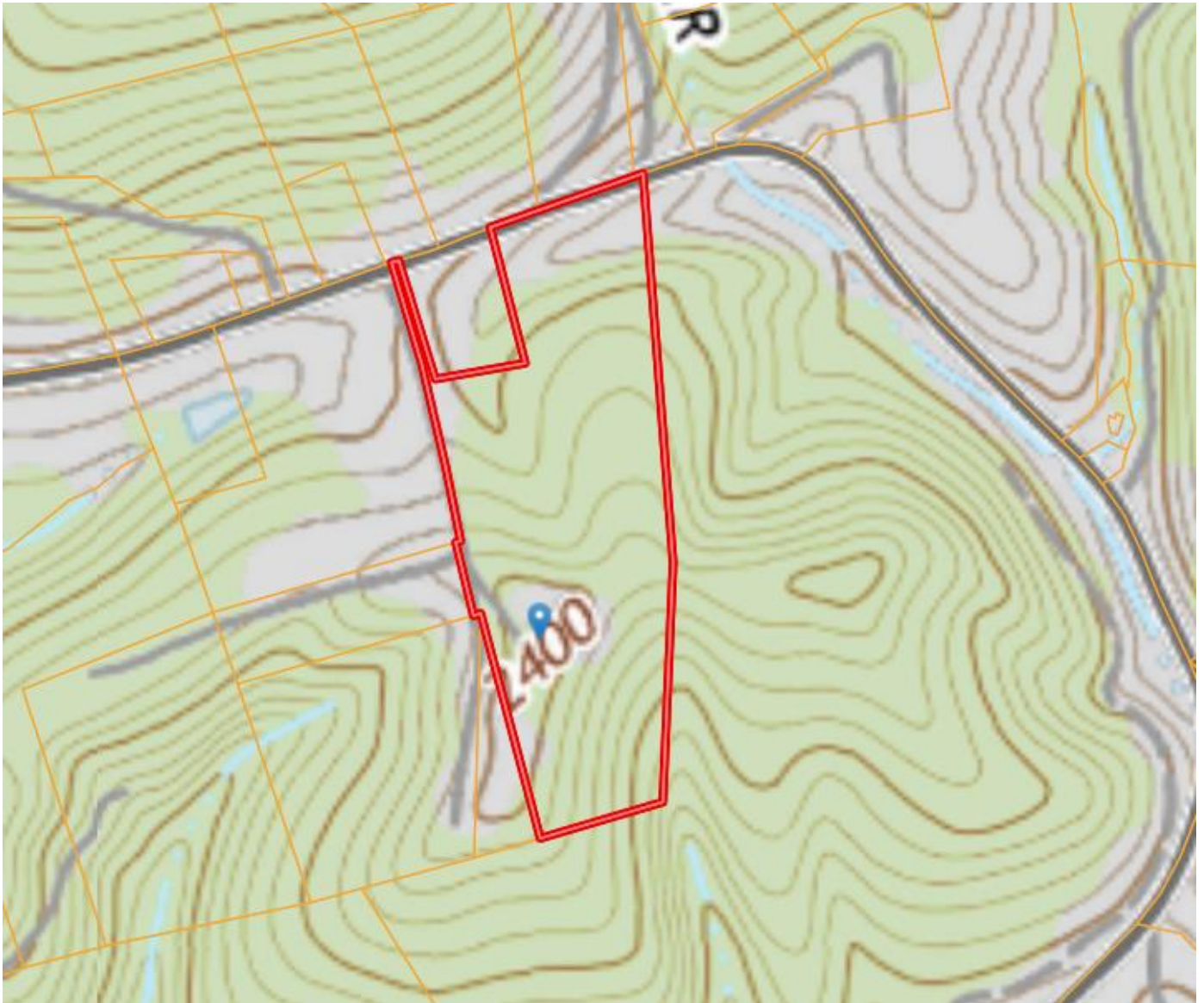






**Auction Services**

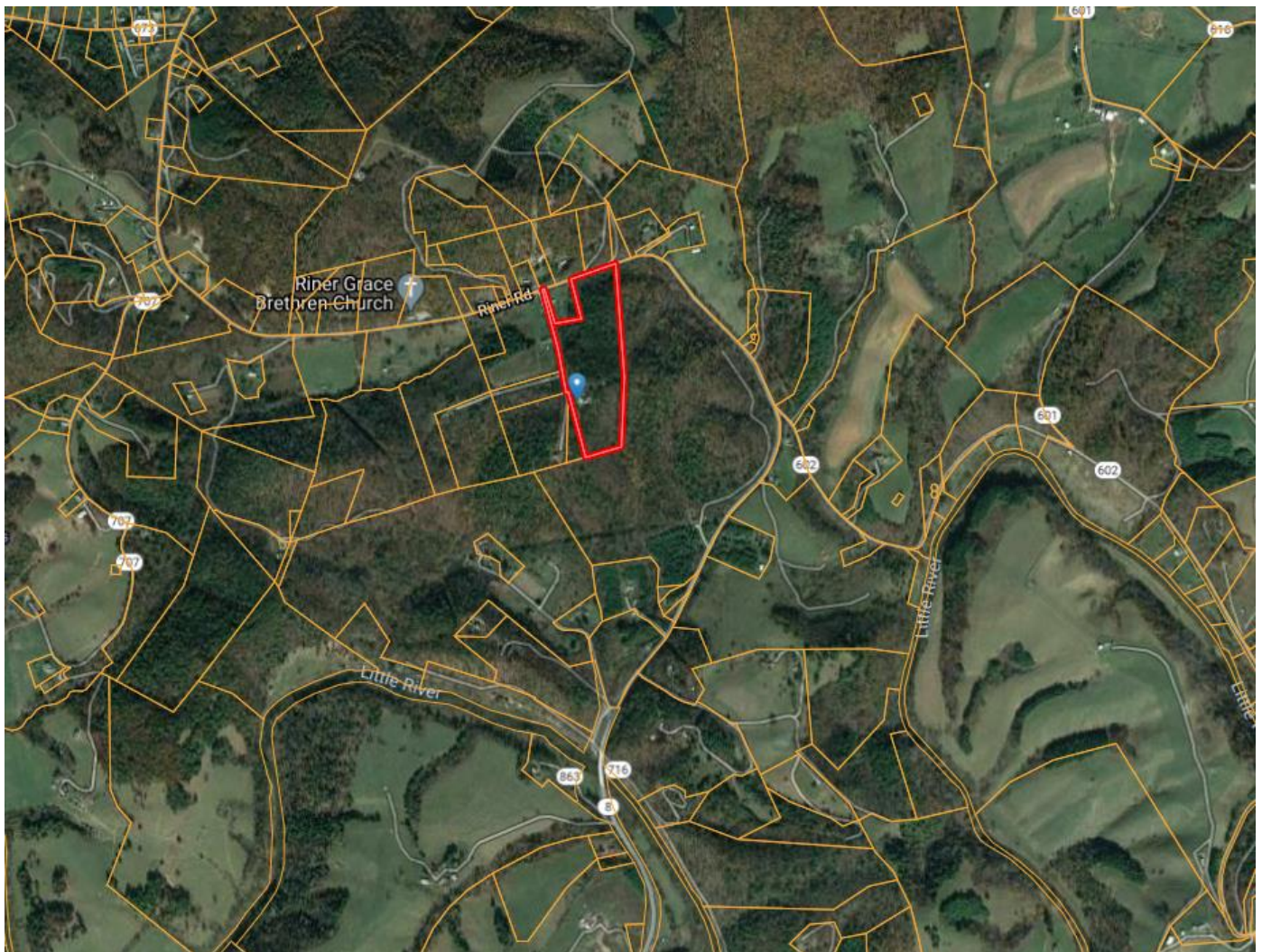
# TOPO





**Auction Services**

# NEIGHBORHOOD

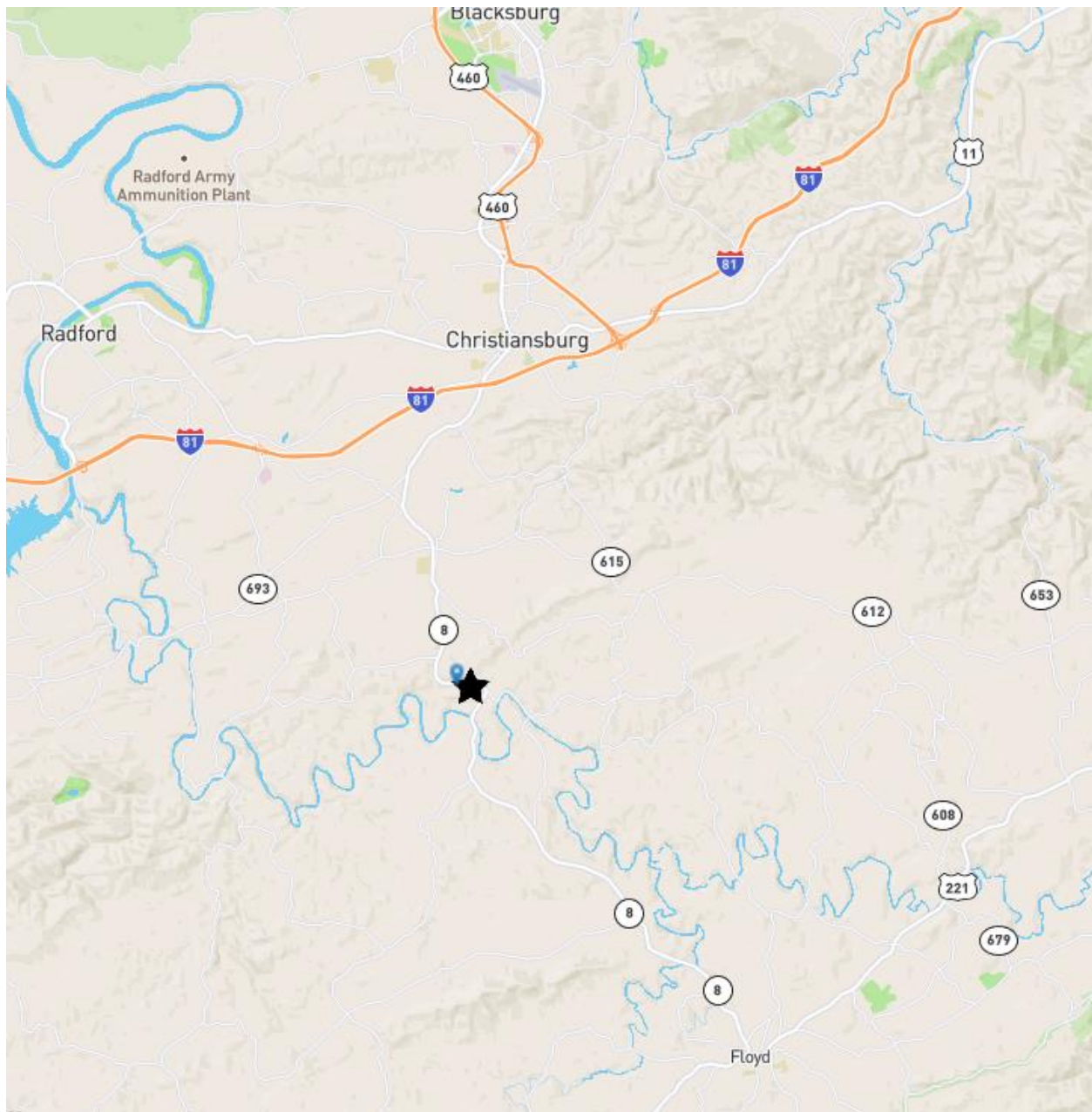






**Auction Services**

# LOCATION





Owners

Owner1	CARDWELL JERRY S
Owner2	CARDWELL BONNIE M
Mailing Address	5384 HARVEST RD
Mailing Address2	
City, State, Zip	RINER VA 24149

Parcel

Tax Map Number	138- A 32
Property Address	5384 HARVEST RD
City, State, Zip	RINER VA 24149
Neighborhood Code	MR334000
Class Code/Description	2000/Single Family Res Suburban
Use Code/Description	501/RES,VACANT LAND,SUBURBAN, 0-19.999 ACRES
Primary Zoning Code/Desc	A1/AGRICULTURAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	RENTAL HOUSE -1920 BUNGALO
Notes:	PB 2018002731-BLA
Notes:	2018 DAYS ON MARKET 19/VIEWS +20%
Notes:	
Notes:	
Notes:	

Legal Description

Legal Description 1	PILOT MT
Legal Description 2	
Tax District Code/Description	MR/RINER
Deeded Acres	17.527
Deed Book	2019
Page	006761

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
05-AUG-19		CARDWELL JERRY S	CARDWELL JERRY S	2019	006761
05-JUN-18	\$399,900	CARDWELL JERRY S	FLINCHUM JAMES H	2018	003999
07-JUN-17		FLINCHUM JAMES H	FLINCHUM JAMES I LE	2011	006874
07-JUN-17		FLINCHUM JAMES H	FLINCHUM JAMES I LE	2011	006874
21-MAR-11		FLINCHUM JAMES I LE	FLINCHUM JAMES I	2011	005766
15-DEC-04		FLINCHUM JAMES I	FLINCHUM NORA E	2004	016945

Sale Details

1 of 6

Sale Date	05-AUG-19
Sale Key	123305
Sale Price	
Grantee	CARDWELL JERRY S
Grantor	CARDWELL JERRY S
Book	2019
Page	006761
Sale Type	IMPROVED
Sale Source	D-DEED BARGIN SALE
Sale Validity	16-DEED OF CORRECTION

Dwelling Description

Card	1
Story Height	1
Construction Code/Desc	2 / BRICK
Style Code/Desc	01 / RANCH
Year Built	1986
Effective Year Built	1988
Remodeled Year	
Total Rooms	12
Bedrooms	4
Full Baths	4
Half Baths	1
Additional Fixtures	
Total Fixtures	14

Kitchen Remodeled	
Bathroom Remodeled	
Basement Code/Desc	6 / FULL
Heating Code/Desc	4 / CENTRAL WITH AIR
Heating Fuel Type Code/Desc	5 / ELECTRIC
Heating System Code/Desc	6 / ELECTRIC BBRD
Attic Code/Desc	1 / NONE
Physical Condition Code/Desc	A / AVERAGE CONDITION
Square Footage of Living Areas	4,034
Unfinished Area SF/Value	/ \$0
Finished Basement - poor SF/Value	/ \$0
Finished Basement - avg SF/Value	1600 / \$29900
Finished Basement - good SF/Value	/ \$0
Fireplace stacks/openings	1 / 2
Pre Fab Fireplace	
Bsmt Garage #Cars	2
Misc Code/Desc/Value	// \$0
Misc Code/Desc/Value	// \$0
Notes1	
Notes2	
Grade Factor/Desc	23 / C+10
Additional Exterior Wall	BRICK
Roof Structure	HIP
Roof Cover	H/D COMPOSITE SHINGLE
Interior Wall 1	DRYWALL
Interior Wall 2	PANELING
Floor Code 1	CARPET
Floor Code 1	HARDWOOD
Structural Frame	WOOD

Condominium Data

Complex No.  
Unit No.  
Name  
Level  
Type  
View

SFLA includes finished basement area

Outbuildings

Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	SBR / SHED-DETACHED BRICK	1980	B	22	12	264	1600
1	GAZ / GAZEBO	2014	C	7	10	70	1000
1	FV1 / FLAT VALUE-\$100	2014	C	8	10	1	100
1	SFR / SHED-DETACHED FRAME	1970	C	10	14	140	300

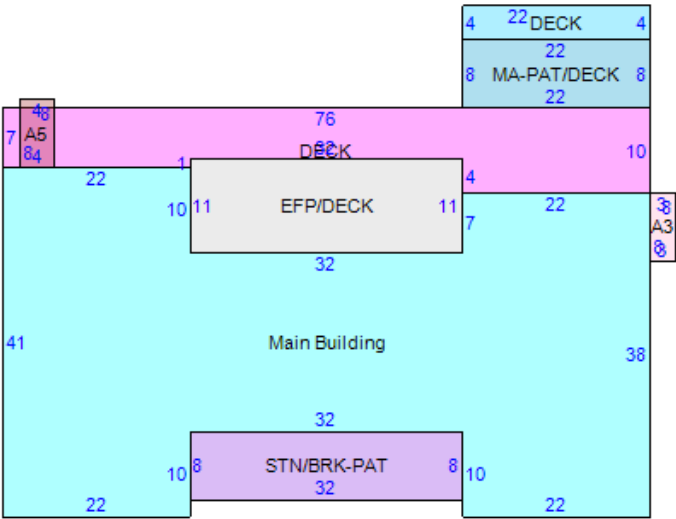
Assessed Values

Assessed Land	\$79,600
Assessed Buildings	\$301,400
Total Assessed Value	\$381,000
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2019 through Dec 31, 2022.

Tax Rate for 2020 is 89 cents per \$100. Tax rate for 2021 has not been set.





Item	Area
Main Building	2410
DECK - 31:DECK	566
DECK - 31:DECK	88
GAZEBO - GAZ:GAZEBO	70
FLAVAL\$100 - FV1:FLAT VALUE-\$100	1
DET.FRSHED - SFR:SHED-DETACHED FRAME	140
EFP/DECK - 12/31:EFP/DECK	352
B-WO/1S MAS - 49/20:B-WO/1S MAS	24



STN/BRK-PAT - 34:STN/BRK-PAT	256
MA-PAT/DECK - 33/31:MA-PAT/DECK	32
MA-PAT/DECK - 33/31:MA-PAT/DECK	176
DET.BRSHED - SBR:SHED-DETACHED BRICK	264

**VIRGINIA LAND RECORD COVER SHEET  
FORM A – COVER SHEET CONTENT**

Instrument Date: 8/5/2019  
 Instrument Type: DCOR  
 Number of Parcels: 3 Number of Pages: 3  
☐ City ☒ County

MONTGOMERY

TAX EXEMPT? VIRGINIA/FEDERAL LAW

☐ Grantor: \_\_\_\_\_

☐ Grantee: \_\_\_\_\_

Consideration: \$0.00

Existing Debt: \$0.00

Actual Value/Assumed: \$0.00

**PRIOR INSTRUMENT UNDER § 58.1-803(D):**

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

Original Book Number: \_\_\_\_\_ Original Page Number: \_\_\_\_\_ Original Instrument Number: 2018003999

Prior Recording At: ☐ City ☒ County

MONTGOMERY

Percentage In This Jurisdiction: 100%

**BUSINESS / NAME**

1 ☐ Grantor: FLINCHUM, JAMES B

☐ Grantor: \_\_\_\_\_

1 ☐ Grantee: CARDWELL, JERRY S

2 ☐ Grantee: CARDWELL, BONNIE M.

**GRANTEE ADDRESS**

Name: JERRY S CARDWELL

Address: 5384 HARVEST ROAD

City: RINER State: VA Zip Code: 24149

Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_ Instrument Number: 2018003999

Parcel Identification Number (PIN): 138-1-32 Tax Map Number: 138-1-32

Short Property Description: ASSESSING 19.333 ACRES

Current Property Address: 5384 HARVEST ROAD

City: RINER State: VA Zip Code: 24149

Instrument Prepared By: TRACY B HORSTKAMP, PC Recording Paid By: VIRGINIA TITLE CENTER, LLC

Recording Returned To: VIRGINIA TITLE CENTER, LLC/DAWN SARTIN

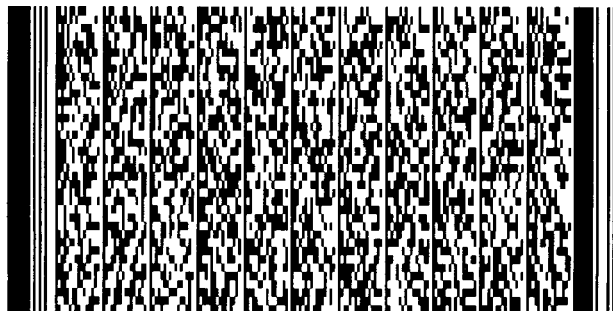
Address: 3565 ELECTRIC RD, STE J

City: ROANOKE State: VA Zip Code: 24018

RECORDED IN  
 MONTGOMERY COUNTY, VA  
 ERICA W. CONNER  
 CLERK OF CIRCUIT COURT  
 FILED Aug 30, 2019  
 AT 02:52 pm  
 INSTR # 2019006761

KNL

(Area Above Reserved For Deed Stamp Only)



**VIRGINIA LAND RECORD COVER SHEET****FORM C – ADDITIONAL PARCELS**

Instrument Date: 8/5/2019  
Instrument Type: DCOR  
Number of Parcels: 3 Number of Pages: 3  
☐ City ☒ County  
MONTGOMERY

**PARCELS IDENTIFICATION OR TAX MAP**

Prior Recording At: ☐ City ☒ County  
MONTGOMERY  
Percentage In This Jurisdiction: 100%  
Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: 2018003999  
Parcel Identification Number (PIN): 138-A-31D  
Tax Map Number: 138-A-31D  
Short Property Description: ASSESSING 1.2959 ACRES

(Area Above Reserved For Deed Stamp Only)

Current Property Address: 5384 HARVEST ROAD  
City: RINER State: VA Zip Code: 24149

Prior Recording At: ☐ City ☒ County  
MONTGOMERY  
Percentage In This Jurisdiction: 100%  
Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: 2018003999  
Parcel Identification Number (PIN): 138-A-31F  
Tax Map Number: 138-A-31F  
Short Property Description: ASSESSING STRIP OF LAND

Current Property Address: 5384 HARVEST ROAD  
City: RINER State: VA Zip Code: 24149





Prepared By: Tracy Bryan Horstkamp, Esquire  
1184 Hawling Place, SW, Leesburg, VA 20175  
Phone: 703.669.4935 VA Bar #39623

Return to: Virginia Title Center, LLC  
3565 Electric Road, Suite J, Roanoke, VA 24018  
File Number: 201801326RO

Title Insurer: Unknown to Preparer

Tax Id. No: 138-A-32, 138-A-31D and 138-A-31F

Grantees Address: 5384 Harvest Road, Riner, VA 24149

Consideration: \$0.00

Exempt from recordation tax pursuant to Virginia Code Section 58.1-810(2).

**--- DEED OF CORRECTION ---**

THIS DEED OF CORRECTION is made this 5 day of August, 2019,  
by and between **JAMES H. FLINCHUM**, unmarried, as Grantor, and **JERRY S. CARDWELL** and **BONNIE M. CARDWELL**, husband and wife, as Grantees.

WHEREAS, by Deed dated June 5, 2018, and recorded June 5, 2018, as Instrument Number 2018003999, the Grantor intended to convey unto the Grantees the Property described below, but the acreage for Tax Map Number 138-A-31D was erroneously omitted from the legal description, and that parcel of land, containing 1.2959 acres, more or less, was not conveyed;

WHEREAS, it is the intention of the Grantor to correct this error by the execution of this Deed of Correction; now

**WITNESSETH:**

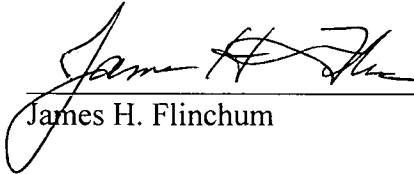
That for no consideration, the Grantor does hereby grant and convey, in fee simple, with General Warranty with English Covenants of Title, unto the Grantees, as tenants by the entirety with the common law right of survivorship, the following described property, with improvements thereon, located in the County of Montgomery, Virginia (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
BY REFERENCE HEREIN.**

And being a portion of the same property conveyed unto the Grantor by  
Deed dated December 15, 2004, and recorded as Instrument Number  
2004016945, among the aforesaid land records.


This conveyance is made subject to easements, conditions and restrictions of record  
insofar as they may lawfully affect the Property.

WITNESS the following signatures and seals:

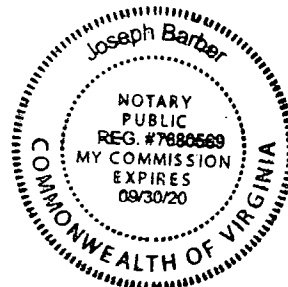
 (SEAL)  
James H. Flinchum

STATE OF Virginia :  
CITY/COUNTY OF Virginia Beach :

The foregoing instrument was acknowledged before me this 5 day of  
Aug, 2019, by James H. Flinchum.

  
NOTARY PUBLIC

My commission expires: 9/30/20  
Notary Registration No.: 7050569



**EXHIBIT "A"**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE RINER MAGISTERIAL DISTRICT OF MONTGOMERY COUNTY, VIRGINIA, SHOWN AS NEW LOT B, CONTAINING 17.527 ACRES, MORE OR LESS, AND THAT PARCEL CONTAINING 1.295 ACRES, MORE OR LESS, BOTH PARCELS BEING SHOWN ON A PLAT OF SURVEY ENTITLED "PLAT SHOWING "BOUNDARY LINE ADJUSTMENT" 2.000 AC. TRACT PROPERTY OF JAMES H. FLINCHUM 0.268 AC TRACT, PROPERTY OF JAMES H. FLINCHUM TO BE ACQUIRED BY NORA V. VOLNER JOHN R. VOLNER 17.527 AC. TOTAL (17.3626 AC. + 0.164 AC.), PROPERTY RETAINED BY JAMES H. FLINCHUM 1.295 AC. TRACT, PROPERTY RETAINED BY JAMES H. FLINCHUM LOCATED ON U.S. ROUTE #8 "RINER ROAD" RINER MAGISTERIAL DISTRICT MONTGOMERY COUNTY, VIRGINIA", PREPARED BY L. J. QUESENBERRY, LAND SURVEYOR, DATED MARCH 7, 2018, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF MONTGOMERY, VIRGINIA WITH INSTRUMENT NUMBER 2018002731.

INSTRUMENT #2019006761  
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE  
Aug 30, 2019 AT 02:52 pm  
ERICA W. CONNER, CLERK by KNL



**VIRGINIA LAND RECORD COVER SHEET  
FORM A – COVER SHEET CONTENT**

Instrument Date: 4/29/2018  
 Instrument Type: DBS-PL  
 Number of Parcels: 1 Number of Pages: 2  
☐ City ☒ County

MONTGOMERY

TAX EXEMPT? VIRGINIA/FEDERAL LAW

☐ Grantor: .....

☐ Grantee: .....

Consideration: \$50,000.00

Existing Debt: \$0.00

Actual Value/Assumed: \$10,165.96

**PRIOR INSTRUMENT UNDER § 58.1-803(D):**

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

Original Book Number: ..... Original Page Number: ..... Original Instrument Number: .....

Prior Recording At: ☐ City ☐ County

Percentage In This Jurisdiction: 100%

**BUSINESS / NAME**

1 ☐ Grantor: FLINCHUM, JAMES H

☐ Grantor: .....

1 ☐ Grantee: FLINCHUM, WENDELL R

2 ☐ Grantee: FLINCHUM, LLOYD E

**GRANTEE ADDRESS**

Name: WENDELL R FLINCHUM

Address: 235 ROSEHILL DRIVE

City: CHRISTIANSBURG State: VA Zip Code: 24073

Book Number: ..... Page Number: ..... Instrument Number: .....

Parcel Identification Number (PIN): PART OF 006470 Tax Map Number: PART OF 138-A 32

Short Property Description: NEW LOT A - 2.000 AC

RINER MAGISTERIAL DISTRICT

Current Property Address: NEW LOT A

City: RINER State: VA Zip Code: 24149

Instrument Prepared By: HAMRICK & HAMRICK Recording Paid By: HAMRICK & HAMRICK

Recording Returned To: HAMRICK & HAMRICK

Address: 104 S. FRANKLIN STREET

City: CHRISTIANSBURG State: VA Zip Code: 24073

RECORDED IN  
 MONTGOMERY COUNTY, VA  
 ERICA W. CONNER  
 CLERK OF CIRCUIT COURT  
 FILED Apr 25, 2018  
 AT 01:22 pm  
 INSTR # 2018002731

KNL

(Area Above Reserved For Deed Stamp Only)



*Title Insurance: NONE*

*Prepared by: Hamrick & Hamrick, attorneys at law, without the benefit of a title examination performed by this office*

*VB#: 19127*

*Grantee's address: 235 Rosehill Drive, Christiansburg, VA 24073*

*Consideration: \$50,000.00*

*Assessed Value: \$10,165.96*

**THIS DEED**, made and entered into this **29th day of March, 2018**, by and between **JAMES H. FLINCHUM**, party of the first part, and **WENDELL R. FLINCHUM and LLOYD E. FLINCHUM**, as joint tenants, parties of the second part;

**WITNESSETH:**

**THAT** for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey with General Warranty and English Convents of Title, unto the parties of the second part, Wendell R. Flinchum and Lloyd E. Flinchum, as joint tenants with the rights of survivorship as at Common Law, all that certain lot or parcel of land, with improvements thereon and appurtenances thereunto, lying and being located on U.S. Route #8 "Riner Road", Riner Magisterial District, Montgomery County, Virginia, and further described as follows:

All that **New Lot A containing 2.000 acres** as shown on a plat of survey entitled "Plat Showing "Boundary Line Adjustment" 2.000 AC. TRACT Property of JAMES H. FLINCHUM 0.268 AC. TRACT Property of James H. Flinchum To be Acquired By NORA V. VOLNER JOHN R. VOLNER 17.527 AC. TOTAL (17.3626 Ac. + 0.164 Ac.) Property Retained By JAMES H. FLINCHUM 1.295 AC. TRACT Property Retained By JAMES H. FLINCHUM Located On U.S. Route #8 "Riner Road" Riner Magisterial District Montgomery County, Virginia", dated 7 March 2018, prepared by L.J. Quesenberry, Licensed Land Surveyor and designated as Job No. 4763B, which plat is attached hereto and made hereof and is to be recorded in the Clerk's Office of the Circuit Court for Montgomery County, Virginia. **TOGETHER WITH** those existing easements as shown and described on the herein described survey.

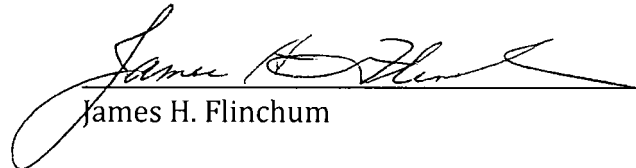
**Part of Tax Map No. 138-A 32; Part of Parcel No. 006470**

HAMRICK & HAMRICK  
ATTORNEYS AT LAW  
104 S. FRANKLIN STREET  
CHRISTIANSBURG, VA 24073

**BEING** a part of that same property conveyed to James H. Flinchum by Deed dated the 7<sup>th</sup> day of June, 2017 from James I. Flinchum which deed is recorded in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia as Instrument No. 2017006874.

**PROVIDED, HOWEVER,** that this conveyance is made subject to any and all other reservations, restrictions, easements and agreements of record to the extent that they may lawfully apply to the property herein conveyed.

**WITNESS** the following signature and seal:

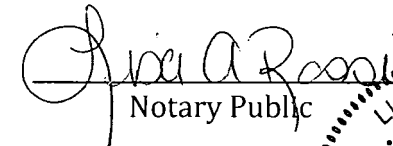
 (SEAL)  
James H. Flinchum

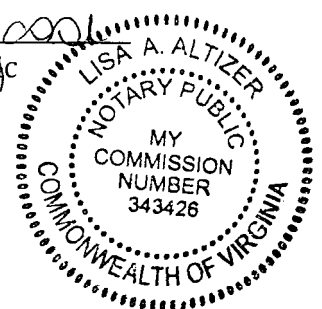
STATE OF VIRGINIA

COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this 16 day of April, 2018, by James H. Flinchum, Grantor.

My commission expires: 7/31/20

  
Notary Public  
I was originally commissioned as  
Lisa A. Altizer, Notary Public



*PREPARED BY: Hamrick & Hamrick, attorneys at law  
Without the benefit of a title examination performed by this office*

HAMRICK & HAMRICK  
ATTORNEYS AT LAW  
104 S. FRANKLIN STREET  
CHRISTIANSBURG, VA 24073

INSTRUMENT # 2018002731  
RECORDED MONTGOMERY CIRCUIT COURT CLERK'S  
Apr 25, 2018 AT 01:22 pm  
ERICA W. CONNER, CLERK by KNL  
\$50.00 GRANTOR TAX WAS PAID  
AS REQUIRED BY SEC 58.102 OF THE VA. COI  
STATE: \$25.00 LOCAL: \$25.00

# NOTARY STATEMENT:

STATE OF Virginia COUNTY OF Montgomery  
TO WIT: I, Lisa A. Altizer  
A NOTARY PUBLIC IN THE AFOREMENTIONED COUNTY AND STATE,  
DO HEREBY CERTIFY THAT NORA V. VOLNER OWNER WHOSE  
NAMES ARE SIGNED TO THE FOREGOING WRITINGS, HAS APPEARED  
BEFORE ME IN MY COUNTY AND STATE ON THIS 30 DAY OF  
April, 2018, AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES 7-31-20

I was originally commissioned  
Lisa A. Altizer, Notary Public  
NOTARY PUBLIC

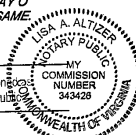


# NOTARY STATEMENT:

STATE OF Virginia COUNTY OF Montgomery  
TO WIT: I, Lisa A. Altizer  
A NOTARY PUBLIC IN THE AFOREMENTIONED COUNTY AND STATE,  
DO HEREBY CERTIFY THAT JOHN R. VOLNER OWNER WHOSE  
NAMES ARE SIGNED TO THE FOREGOING WRITINGS, HAS APPEARED  
BEFORE ME IN MY COUNTY AND STATE ON THIS 30 DAY OF  
April, 2018, AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES 7-31-20

I was originally commissioned  
Lisa A. Altizer, Notary Public  
NOTARY PUBLIC

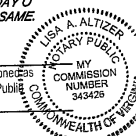


# NOTARY STATEMENT:

STATE OF Virginia COUNTY OF Montgomery  
TO WIT: I, Lisa A. Altizer  
A NOTARY PUBLIC IN THE AFOREMENTIONED COUNTY AND STATE,  
DO HEREBY CERTIFY THAT JAMES H. FLINCHUM OWNER WHOSE  
NAMES ARE SIGNED TO THE FOREGOING WRITINGS, HAS APPEARED  
BEFORE ME IN MY COUNTY AND STATE ON THIS 10 DAY OF  
April, 2018, AND ACKNOWLEDGED THE SAME.

MY COMMISSION EXPIRES 7-31-20

I was originally commissioned  
Lisa A. Altizer, Notary Public  
NOTARY PUBLIC



VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF  
MONTGOMERY COUNTY, 2018 AT        M.  
THIS MAP RECEIVED IN OFFICE AND ADMITTED TO RECORD.

CLERK / DEPUTY CLERK

# APPROVING AGENCY:

UNDER THE AUTHORITY OF MONTGOMERY COUNTY SUBDIVISION  
AND ZONING ORDINANCES THIS SUBDIVISION IS HEREBY APPROVED  
FOR RECORDATION.  
THIS PLAT OF "BOUNDARY LINE ADJUSTMENT" IS APPROVED BY MONTGOMERY  
COUNTY, VIRGINIA UNDER AUTHORITY OF SECTION 8-137 OF THE  
MONTGOMERY COUNTY CODE.

AGENT, PLANNING DEPARTMENT DATE

VIRGINIA: IN THE OFFICE OF THE CIRCUIT COURT OF MONTGOMERY  
COUNTY, DAY OF       , 2018, THE FOREGOING  
INSTRUMENT WAS THIS DAY PRESENTED IN SAID OFFICE AND WITH THE  
CERTIFICATE ANNEXED ADMITTED TO RECORD AT        O'CLOCK        M.

TESTEE: ERICA WILLIAMS, CLERK

INSTRUMENT # 2018002731

BY:        D.C. RECORDED MONTGOMERY CIRCUIT COURT CLERK'S OFFICE  
Apr 25, 2018 AT 01:22 pm  
ERICA W. CONNER, CLERK by KNL

# SOURCE OF TITLE:

PLAT SHOWING "21.089 AC." IS ALL OF THAT PROPERTY ACQUIRED BY  
JAMES H. FLINCHUM AS DESCRIBED IN DEED INSTRUMENT No. 2011005766  
ON RECORD IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF  
MONTGOMERY COUNTY, VIRGINIA, IN WHICH THE ABOVE REFERRED TO  
DEED IS THE LAST INSTRUMENT IN THE CHAIN OF TITLE TO SAID LAND.

L.J. QUESENBERRY 7 MARCH 2018  
L.J. QUESENBERRY, L.S.#1270 DATE

# OWNER'S STATEMENT:

THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON IS  
IN STRICT ACCORDANCE WITH THE WISHES AND DESIRES OF THE UNDERSIGNED  
OWNERS THEREOF AND THEY HAVE SUBDIVIDED THIS PROPERTY WITH THEIR  
OWN FREE WILL AND CONSENT.

James H. Flinchum 4-11-18  
JAMES H. FLINCHUM DATE  
Nora V. Volner 4-20-18  
NORA V. VOLNER DATE  
John R. Volner 10-11-18  
JOHN R. VOLNER DATE

# CONFORMING STATEMENT:

THIS IS TO CERTIFY THAT THE SUBDIVIDED PROPERTY AS SHOWN HEREON IS IN  
STRICT ACCORDANCE AND IN COMPLIANCE WITH THE SUBDIVISION ORDINANCES  
OF MONTGOMERY COUNTY, VIRGINIA, AND FURTHER IS IN STRICT ACCORDANCE  
AND COMPLIANCE WITH THE VIRGINIA CODE OF 1950, AS AMENDED TO DATE.

L.J. QUESENBERRY 7 MARCH 2018  
L.J. QUESENBERRY, L.S. #1270

# PRIVATE ACCESS EASEMENT NOTE:

The proposed private access easement shown hereon is not built according to street  
specifications and will not be maintained by the Virginia Department of Transportation or  
Montgomery County. The improvement and maintenance of said access easement shall be the  
sole responsibility of the owners of lots, which are provided with access via the access easement.  
Said access easement is not eligible for maintenance or improvements with rural addition funds  
or any other funds allocated by either the General Assembly of Virginia or the Commonwealth  
Transportation Board. Moreover, the cost of bringing said access easement to acceptable  
standards shall not be borne by Montgomery County.

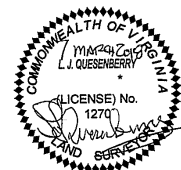
LOT ASSIGNMENT TABLE - ZONE A1 AGRICULTURAL			
BEFORE SUBDIVISION	LOT/PARCEL	ACREAGE	LOT ASSIGNMENT SOURCE
138-(A)-32	19.3626 AC	up to 4 LOTS	PLAT 199800005352P
138-(A)-31D	1.295 AC.	1 LOT	PLAT 199800005352P
138-(A)-31F	0.4317 AC	0 LOT	PLAT 199800005352P
138-(A)-31G	±9.4 AC.	UP TO 3 LOTS	D.B. 856, PG. 185

AFTER SUBDIVISION			
LOT/PARCEL	ACREAGE	LOT ASSIGNMENT	
NEW LOT A	2.000 AC.	1 LOT	THIS PLAT SHEET 2 OF 3
NEW LOT B	17.527 AC	up to 3 LOTS	THIS PLAT SHEET 3 OF 3
NEW LOT C	1.295 AC.	1 LOT	THIS PLAT SHEET 3 OF 3
138-(A)-31G	±9.668 AC.	UP TO 3 LOTS	THIS PLAT SHEET 2 OF 3

The development and recordation of this subdivision may be interpreted as a  
"common plan of development" as defined in Chapter 870 of the Virginia Stormwater  
Management Program (VSMP) Regulation and Section 8-71 of the Montgomery  
County Code. The development of this subdivision will require addressing stormwater  
management in accordance with the VSMP regulations. Under certain circumstances,  
an "agreement in lieu of a stormwater management plan" may be granted by the  
Administrator (County Engineer) for detached single-family home construction within or  
outside of common plan of development or sale with a land-disturbing activity less than  
five (5) acres; however such projects must comply with the requirements of the Virginia  
DEQ Construction General Permit for Discharges of Stormwater from Construction  
Activities.

# NOTES:

- THIS PLAT IS THE RESULT OF A CURRENT FIELD SURVEY.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A  
CURRENT TITLE REPORT.
- THIS PLAT IS A "BOUNDARY LINE ADJUSTMENT".
- SUBJECT PROPERTY AS SHOWN IS ALL OF MONTGOMERY  
COUNTY TAX SECTION 138-(A), PARCELS 31F, 31D AND 32.  
PARCEL No. 006470, 028985, 029271.
- SUBJECT PROPERTY AS SHOWN DOES NOT FALL WITHIN  
THE LIMITS OF A H.U.D. DESIGNATED FLOOD HAZARD ZONE.  
THIS OPINION IS BASED UPON AN INSPECTION OF THE FLOOD  
INSURANCE RATE MAPS (COMMUNITY PANEL 51121C024SD,  
ZONE X, DATED: 9-25-2009) AND HAS NOT BEEN FIELD VERIFIED.
- THERE ARE NO GRAVES MARKING A PLACE OF BURIAL SHOWN.
- JAMES H. FLINCHUM 2309 MARINERS MARK WAY,  
VIRGINIA BEACH VA 23451.
- MONTGOMERY COUNTY ZONING DISTRICT AGRICULTURAL A-1.  
FRONT AND REAR = 40' AND SIDE = 15'



PLAT SHOWING  
"BOUNDARY LINE ADJUSTMENT"

2.000 AC. TRACT

PROPERTY OF  
JAMES H. FLINCHUM

0.268 AC. TRACT

PROPERTY OF  
JAMES H. FLINCHUM

TO BE ACQUIRED BY  
NORA V. VOLNER  
JOHN R. VOLNER

17.527 AC. TOTAL

(17.3626 AC. + 0.164 AC.)  
PROPERTY RETAINED BY  
JAMES H. FLINCHUM

1.295 AC. TRACT

PROPERTY RETAINED BY  
JAMES H. FLINCHUM

LOCATED ON U. S. ROUTE #8  
"RINER ROAD"

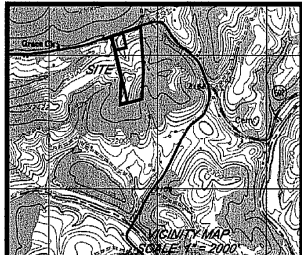
RINER MAGISTERIAL DISTRICT  
MONTGOMERY COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: 7 MARCH 2018  
L. J. QUESENBERRY, LICENSED LAND SURVEYOR

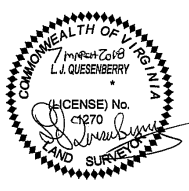
521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343  
PHONE & FAX: (276)-728-7471 \* E-MAIL: quessurvey@comcast.net



2018002731.005



STATE PROJECT 139H, SHEETS 3 AND 4  
ON RECORD AT THE VDOT ENGINEER'S  
OFFICE CHRISTIANBURG RESIDENCY  
VARIABLE RIGHT-OF-WAY  
"RIVER ROAD"  
U.S. ROUTE #8



MAGNETIC NORTH 1976  
(SEE JOB No. 1272 BY THIS SURVEYOR)

LEGEND	
—X—X—	Fence
—E—E—	Adjoiner
—OHE—	Overhead Electric Line
—OHT—	Overhead Telephone Line
—C—C—	Creek/Branch
□	Telephone Pedestal
---MBSL---	Minimum Building Setback Line
Hatched Area	to be Used for Access to the 2.000 AC.

Rod to be Set on South Variable RW @ Station 25' POT 632+9.85

Pipe Set on South Variable RW @ Station 25' POT 631+89.75

Pipe Set on South Variable RW @ Station 30' POT 631+00.00

Pipe Set on South Variable RW @ Station 25' POT 630+00.00

Point on South Variable RW @ Station 25' POT 628+30.91

±0.7 Miles to Va. Sta. Rte. #701 "Broad Shoals Rd"

Mag Nail Found on Line @ 11.16' ±0.7 Miles to Va. Sta. Rte. #701 "Broad Shoals Rd"

20' STRIP OF LAND 0.4317 AC. (18804 Sq. Ft.) TOTAL PARCEL I.D. #029271 TAX SECTION 138-A, PARCEL 31F PROPERTY OF JAMES H. FLINCHUM DEED INSTRUMENT No. 2011005768, PARCEL 3: 0.164 AC. (7147 Sq. Ft.) TO BECOME PART AND PARCEL WITH TAX SECTION 138-A, PARCEL 32

0.268 AC. (11657 Sq. Ft.) A PORTION OF 138-A-31F IS TO BECOME PART AND PARCEL WITH TAX SECTION 138-A, PARCEL 31G

0.164 AC. (7147 Sq. Ft.) A PORTION OF 138-A-31F IS TO BECOME PART AND PARCEL WITH TAX SECTION 138-A, PARCEL 32

Below are 3 Different Easements Which are Included Inside the 20' Strip of Land that is Tax Section 138-A, Parcel 31F

NOTE: (Volner, Cardwell & Duncan all have access Along the 20' Easement that lies within in the 20' Strip of land Tax Section 138-A, Parcel 31F.

REVISED TAX SECTION 138-A, PARCEL 31G ±9.668 AC.

(±9.4 AC. + 0.268 AC.) ±9.4 AC. PARCEL I.D. #029269 TAX SEC. 138-A, PAR. 31G PROPERTY OF NORA V. & JOHN R. VOLNER DEED INSTRUMENT No. 2011005768, PARCEL 1: PLAT INSTRUMENT No. 199800005352P OR PLAT BOOK 18, PAGE 131 (SEE JOB No. 1272 BY THIS SURVEYOR)

SEE PLAT PREPARED FOR W.E. & FRANCES J. COOK BY D.B. SCOTT, L.S., DATED: 10-25-76 JOB No. 3328

10' Overlap onto the 20' Strip of Land The Overlap is Currently Owned by Volner (Volner, Cardwell & Duncan have access to the 20' easement that lies within in the 20' strip of land which is owned by Flinchum)

PARCEL I.D. #003954 TAX SECTION 138-A, PARCEL 31A PROPERTY OF SUSAN D. DUNCAN DEED INSTRUMENT No. 2012006888 PARCEL ONE: JERRY S. & BONNIE M. CARDWELL DEED INSTRUMENT No. 2004002968 PLAT INSTRUMENT No. 199800005352P OR PLAT BOOK 18, PAGE 131 (SEE JOB No. 1272 BY THIS SURVEYOR & PLAT PREPARED BY BYER BENNETT & ASSOC., P.L.C. DATED: 12-3-09, JOB: C-09-20) (SEE JOB No. 47634 SHEET 3 OF 3, BY THIS SURVEYOR)

1.295 AC. PARCEL I.D. #026985 138-A-31D PROPERTY OF JAMES H. FLINCHUM DEED INSTRUMENT No. 2011005768, PARCEL 2: PLAT INST. #199800005352P (SEE JOB No. 1272 BY THIS SURVEYOR & PLAT PREPARED BY BYER BENNETT & ASSOC., P.L.C. DATED: 12-3-09, JOB: C-09-20) (SEE JOB No. 47634 SHEET 3 OF 3, BY THIS SURVEYOR)

10' Overlap onto the 20' Strip of Land The Overlap is Currently Owned by Volner

THE AREA BETWEEN THE NEW WESTERN LINE OF THE 2.000 AC. AND THE NEW LINES BETWEEN VOLNER AND FLINCHUM (WHICH IS PART OF THE REMAINING 17.794 AC. TRACT) IS TO BE USED FOR INGRESS AND EGRESS FROM THE REMAINING 17.794 AC. TO U.S. ROUTE #8

10' Overlap onto the 20' Strip of Land The Overlap is Currently Owned by Volner

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10' Overlap onto the 20' Strip of Land The Overlap is Currently Owned by Volner

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PLAT SHOWING "BOUNDARY LINE ADJUSTMENT" 2.000 AC. TRACT PROPERTY OF JAMES H. FLINCHUM

0.268 AC. TRACT PROPERTY OF JAMES H. FLINCHUM

TO BE ACQUIRED BY NORA V. VOLNER JOHN R. VOLNER

17.527 AC. TOTAL (17.3626 AC. + 0.164 AC.) PROPERTY RETAINED BY JAMES H. FLINCHUM

1.295 AC. TRACT PROPERTY RETAINED BY JAMES H. FLINCHUM

LOCATED ON U.S. ROUTE #8 "RIVER ROAD"

RIVER MAGISTERIAL DISTRICT MONTGOMERY COUNTY, VIRGINIA

SCALE: 1" = 50' DATE: 7 MARCH 2018

L. J. QUISENBERRY, LICENSED LAND SURVEYOR

521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343

PHONE & FAX: (276)-728-7471 \*E-MAIL: quisesurvey@comcast.net

LINE	BEARING	DISTANCE	DESCRIPTION
1			1/2" Rebar Found In Line with Fence
1-2	S 75°19'17" W	13.58'	Rebar Set
2-3	S 08°00'54" E	176.72'	Rebar Set
3-4	S 10°33'01" E	155.84'	Rebar Set
4-5	S 09°54'16" E	126.51'	Rebar Set
5-6	S 13°14'15" E	150.62'	Rebar Set
6-7	S 11°34'13" E	69.07'	Rebar Set
7-8	S 14°29'26" E	11.97'	Rebar Set
8-9	S 20°29'55" E	19.43'	Rebar Set
9-10	S 32°51'26" E	12.69'	Rebar Set

NEW LOT A

2.000 AC.

A PORTION OF  
PARCEL I.D. #006470  
TAX SECTION 138(A), PARCEL 32  
PROPERTY OF JAMES H. FLINCHUM  
DEED INSTRUMENT No. 2011005766, PARCEL 1:  
PLAT INSTRUMENT No. 199800005352P  
OR PLAT BOOK 18, PAGE 131  
(SEE JOB No. 1272 BY THIS SURVEYOR)  
(ALSO SEE JOB No. 4763B, SHEET 2 OF 3 BY  
THIS SURVEYOR FOR DETAIL OF THIS 2.000 AC.)

VARIABLE RIGHT-OF-WAY  
"RIVER ROAD"  
U.S. ROUTE #8  
STATE PROJECT 139H, SHEETS 3 AND 4  
ON RECORD AT THE VDOT ENGINEER'S  
OFFICE CHRISTIANBURG RESIDENCY

REVISED TAX SECTION  
138(A), PARCEL 31G  
**±9.668 AC.**

(±9.4 AC. + 0.268 AC.)  
±9.4 AC.  
PARCEL I.D. #029269  
TAX SEC. 138(A), PAR. 31G  
PROPERTY OF  
NORA V. & JOHN R. VOLNER  
DEED BOOK 856, PAGE 185  
SEE PLAT PREPARED FOR  
W.E. & FRANCES J. COOK  
BY D.B. SCOTT, L.S., DATED:  
10-25-76 JOB No. 3329

0.268 AC. (11657 Sq. Ft.) A PORTION  
OF 138-A-31F IS TO BECOME PART  
& PARCEL WITH 138(A)-31G  
0.104 AC. (7147 Sq. Ft.) A PORTION  
OF 138-A-31F IS TO BECOME PART  
& PARCEL WITH 138(A)-32

20' STRIP OF LAND  
0.4317 AC. (18804 Sq. Ft.) TOTAL  
PARCEL I.D. #029271  
TAX SEC. 138(A), PAR. 31F  
PROPERTY OF  
JAMES H. FLINCHUM  
DEED INSTRUMENT No. 2011005766  
PARCEL 3:

Below are 3 Different Easements Which are Included Inside  
the 20' Strip of Land that is Tax Section 138(A), Parcel 31F  
Easement #1 Existing 14' Easement See D.B. 489, Pg. 110  
Easement #2 Existing 10' Easement See D.B. 856, Pg. 185  
Easement #3 Existing 20' Easement See D.B. 856, Pg. 186  
NOTE: (Volner, Cardwell & Duncan all have access Along the  
20' Easement that lies within the 20' Strip of Land Tax Section  
138(A), Parcel 31F.

10' Overlap onto the 20' Strip of Land  
The Overlap is Currently Owned by Volner  
(Volner, Cardwell & Duncan have access  
to the 20' easement that lies within in the  
20' strip of land which is owned by Flinchum)

PARCEL I.D. #003954  
TAX SECTION 138(A), PARCEL 31A  
PROPERTY OF  
SUSAN D. DUNCAN  
DEED INSTRUMENT No. 2012006888  
PARCEL ONE:  
SEE PLAT PREPARED FOR W.E. & FRANCES J.  
COOK BY D.B. SCOTT, L.S., DATED: 10-25-76  
JOB No. 3328

PARCEL I.D. #003955  
TAX SECTION 138(A), PARCEL 31B  
PROPERTY OF  
JERRY S. CARDWELL  
BONNIE M. CARDWELL  
DEED INSTRUMENT No. 2004002966  
PLAT BOOK 18, PAGE 131  
PLAT INSTRUMENT No. 199800005352P  
OR PLAT BOOK 18, PAGE 131

1.295 AC.

1.295 AC.

1.295 AC.

1.295 AC.

1.295 AC.

1.295 AC.

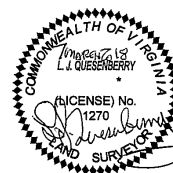
NEW LOT B

17.527 AC.

(17.3626 + 0.164)

17.3626 AC.  
REMAINING  
PARCEL I.D. #006470  
TAX SECTION 138(A), PARCEL 32  
PROPERTY OF  
JAMES H. FLINCHUM  
DEED INSTRUMENT No. 2011005766  
PARCEL 1:  
PLAT INSTRUMENT No. 199800005352P  
OR PLAT BOOK 18, PAGE 131  
(SEE JOB No. 1272 BY THIS SURVEYOR)  
TO BECOME PART AND PARCEL  
WITH 138(A)-31F

PARCEL I.D. #019111  
TAX SECTION 138(A), PARCELS 63, 64, 65, 66 AND 67  
PROPERTY OF  
ROBERT K. MILLER  
DEED BOOK 939, PAGE 117



PLAT SHOWING  
"BOUNDARY LINE ADJUSTMENT"  
**2.000 AC. TRACT**  
PROPERTY OF  
**JAMES H. FLINCHUM**

**0.268 AC. TRACT**  
PROPERTY OF  
**JAMES H. FLINCHUM**

TO BE ACQUIRED BY  
**NORA V. VOLNER  
JOHN R. VOLNER**

**17.527 AC. TOTAL**  
(17.3626 AC. + 0.164 AC.)  
PROPERTY RETAINED BY  
**JAMES H. FLINCHUM**

**1.295 AC. TRACT**  
PROPERTY RETAINED BY  
**JAMES H. FLINCHUM**

LOCATED ON U.S. ROUTE #8  
"RIVER ROAD"  
RIVER MAGISTERIAL DISTRICT  
MONTGOMERY COUNTY, VIRGINIA

SCALE: 1" = 100' DATE: 7 MARCH 2018  
L. J. QUISENBERRY, LICENSED LAND SURVEYOR  
521 SOUTH MAIN STREET HILLSVILLE VIRGINIA 24343  
PHONE & FAX: (276)-728-7471 \* E-MAIL: quisesurvey@comcast.net

LEGEND	
— x — x —	Fence
— e — e —	Adjoiner
— OHE —	Overhead Electric Line
— OHT —	Overhead Telephone Line
6	Utility Pole
—   —   —	Creek/branch
--- MBSL ---	Minimum Building Setback Line

VIRGINIA: IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF  
MONTGOMERY COUNTY, 2017 AT ... M.  
THIS MAP RECEIVED IN OFFICE AND ADMITTED TO RECORD.

CLERK / DEPUTY CLERK



**VIRGINIA LAND RECORD COVER SHEET**  
**FORM A – COVER SHEET CONTENT**

Instrument Date: 6/5/2018  
 Instrument Type: DBS  
 Number of Parcels: 3 Number of Pages: 3  
☐ City ☒ County

MONTGOMERY

TAX EXEMPT? VIRGINIA/FEDERAL LAW

☐ Grantor: \_\_\_\_\_

☐ Grantee: \_\_\_\_\_

Consideration: \$399,900.00

Existing Debt: \$0.00

Actual Value/Assumed: \$460,500.00

**PRIOR INSTRUMENT UNDER § 58.1-803(D):**

Original Principal: \$0.00

Fair Market Value Increase: \$0.00

Original Book Number: \_\_\_\_\_ Original Page Number: \_\_\_\_\_ Original Instrument Number: 2004016945

Prior Recording At: ☐ City ☒ County

MONTGOMERY

Percentage In This Jurisdiction: 100%

**BUSINESS / NAME**

1 ☐ Grantor: FLINCHUM, JAMES H

☐ Grantor: \_\_\_\_\_

1 ☐ Grantee: CARDWELL, JERRY S

2 ☐ Grantee: CARDWELL, BONNIE M

**GRANTEE ADDRESS**

Name: JERRY S CARDWELL

Address: 5384 HARVEST ROAD

City: RINER State: VA Zip Code: 24149

Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_ Instrument Number: 2004016945

Parcel Identification Number (PIN): 138-1-32 Tax Map Number: 138-1-32

Short Property Description: ASSESSING 19.333 ACRES

Current Property Address: 5384 HARVEST ROAD

City: RINER State: VA Zip Code: 24149

Instrument Prepared By: TRACY B HORSTKAMP, PC Recording Paid By: VIRGINIA TITLE CENTER, LLC

Recording Returned To: VIRGINIA TITLE CENTER, LLC/DAWN SARTIN

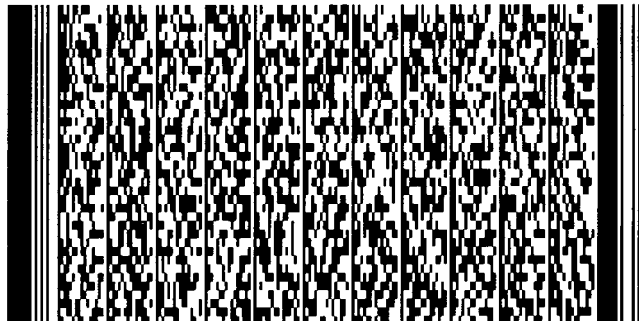
Address: 3565 ELECTRIC RD, STE J

City: ROANOKE State: VA Zip Code: 24018

RECORDED IN  
 MONTGOMERY COUNTY, VA  
 ERICA W. CONNER  
 CLERK OF CIRCUIT COURT  
 FILED Jun 05, 2018  
 AT 01:09 pm  
 INSTR # 2018003999

KNL

(Area Above Reserved For Deed Stamp Only)



FORM C – ADDITIONAL PARCELS

Instrument Date: 6/5/2018  
Instrument Type: DBS  
Number of Parcels: 3 Number of Pages: 3  
☐ City ☒ County  
MONTGOMERY

PARCELS IDENTIFICATION OR TAX MAP

Prior Recording At: ☐ City ☒ County  
MONTGOMERY  
Percentage In This Jurisdiction: 100%  
Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: 2004016945  
Parcel Identification Number (PIN): 138-A-31D  
Tax Map Number: 138-A-31D  
Short Property Description: ASSESSING 1.2959 ACRES

(Area Above Reserved For Deed Stamp Only)

Current Property Address: 5384 HARVEST ROAD  
City: RINER State: VA Zip Code: 24149

Prior Recording At: ☐ City ☒ County  
MONTGOMERY  
Percentage In This Jurisdiction: 100%  
Book Number: \_\_\_\_\_ Page Number: \_\_\_\_\_  
Instrument Number: 2001016945  
Parcel Identification Number (PIN): 138-A-31F  
Tax Map Number: 138-A-31F  
Short Property Description: ASSESSING STRIP OF LAND

Current Property Address: 5384 HARVEST ROAD  
City: RINER State: VA Zip Code: 24149



Prepared By: Tracy Bryan Horstkamp, Esquire  
1184 Hawling Place, SW, Leesburg, VA 20175  
Phone: 703.669.4935 VA Bar #39623

Return to: Virginia Title Center, LLC  
3565 Electric Road, Suite J, Roanoke, VA 24018  
File Number: 201801326RO

Title Insurer: Investors Title Insurance Company

Tax Id. No: 138-A-32, 138-A-31D and 138-A-31F

Grantees Address: 5384 Harvest Road, Riner, VA 24149

Consideration: \$399,900.00  
Assessed Value: ~~\$465,700.00~~ 460,500.-

--- DEED ---

THIS DEED is made this 5 day of June, 2018, by and between **JAMES H. FLINCHUM**, unmarried, as Grantor, and **JERRY S. CARDWELL** and **BONNIE M. CARDWELL**, husband and wife, as Grantees.

**WITNESSETH:**

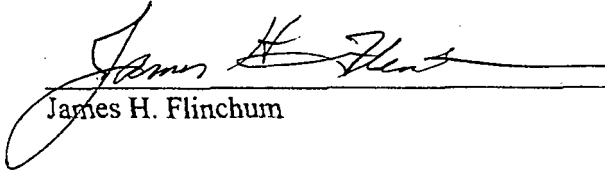
That for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby grant and convey, in fee simple, with General Warranty and English Covenants of Title, unto the Grantees, as tenants by the entirety with the common law right of survivorship, the following described property, with improvements thereon, located in the County of Montgomery, Virginia (the "Property"):

**SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED  
BY REFERENCE HEREIN.**

And being a portion of the same property conveyed unto the Grantor by Deed dated December 15, 2004, and recorded as Instrument Number 2004016945, among the aforesaid land records.

This conveyance is made subject to easements, conditions and restrictions of record insofar as they may lawfully affect the Property.

WITNESS the following signature and seal:

 (SEAL)  
James H. Flinchum

STATE OF Virginia:  
CITY/COUNTY OF Montgomery:

The foregoing instrument was acknowledged before me this 5 day of June, 2018, by James H. Flinchum.

  
NOTARY PUBLIC

My Commission expires: 2/23/19  
Notary Registration No.: 7654300





**EXHIBIT "A"**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATE IN THE RINER MAGISTERIAL DISTRICT OF MONTGOMERY COUNTY, VIRGINIA, SHOWN AS NEW LOT B, CONTAINING 17.527 ACRES, MORE OR LESS, ON A PLAT OF SURVEY ENTITLED "PLAT SHOWING "BOUNDARY LINE ADJUSTMENT" 2. 000 AC. TRACT PROPERTY OF JAMES H. FLINCHUM 0.268 AC TRACT, PROPERTY OF JAMES H. FLINCHUM TO BE ACQUIRED BY NORA V. VOLNER JOHN R. VOLNER 17.527 AC. TOTAL (17.3626 AC. + 0.164 AC.), PROPERTY RETAINED BY JAMES H. FLINCHUM 1.295 AC. TRACT, PROPERTY RETAINED BY JAMES H. FLINCHUM LOCATED ON U.S. ROUTE #8 "RINER ROAD" RINER MAGISTERIAL DISTRICT MONTGOMERY COUNTY, VIRGINIA", PREPARED BY L. J. QUESENBERRY, LAND SURVEYOR, DATED MARCH 7, 2018, AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE COUNTY OF MONTGOMERY, VIRGINIA WITH INSTRUMENT NUMBER 2018002731.

INSTRUMENT #2018003999  
RECORDED IN MONTGOMERY CIRCUIT COURT CLERK'S OFFICE  
Jun 05, 2018 AT 01:09 pm  
ERICA W. CONNER, CLERK by KNL  
\$460.50 GRANTOR TAX WAS PAID  
AS REQUIRED BY SEC 58.102 OF THE VA. CODE  
STATE: \$230.25 LOCAL: \$230.25

\*\*\*SAMPLE CONTRACT

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **March 18th, 2021**, between Jerry S and Bonnie M Cardwell, owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and

---

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(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

**1. Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Montgomery, Virginia, and described as:

**2. Legal Description –**

+/- 17.53 Acres and Improvements; Tax Map # 138-A-32; Parcel ID# 006470

**Commonly known as –** 5384 Harvest Rd, Riner VA 24149

**3. Purchase Price:** The purchase price of the Property is equal to the auction bid price plus 10%

---

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

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

**5. Settlement Agent and Possession.** Settlement shall be made at

\_\_\_\_\_ on or before **May 3, 2021** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

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

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

## 6. Required Disclosures.

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

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

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

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

\*\*\*SAMPLE CONTRACT

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. (See Standard Provision J on Exhibit A.)

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Notice of Principal Residence.** Purchaser does \_\_\_ or does not \_\_\_ intend to occupy the Property as Purchaser's principal residence.

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

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

\*\*\*SAMPLE CONTRACT

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

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Home was built after 1978 and Lead-Based Paint Disclosure is not required.

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

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

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

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

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

**7. Standard Provisions.**

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

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

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

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

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



\*\*\*SAMPLE CONTRACT

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

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

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

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

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

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

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

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

\*\*\*SAMPLE CONTRACT

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

\_\_\_\_\_  
Jerry S Cardwell (Seller) 03/18/2021

\_\_\_\_\_  
Bonnie M Cardwell (Seller) 03/18/2021

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
(Purchaser signature) 03/18/2021

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

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