### NOTICE OF PUBLIC AUCTION SPECIAL COMMISSIONER'S SALE OF REAL ESTATE COUNTY OF NEW KENT, VIRGINIA

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of County of New Kent, the undersigned Special Commissioner will offer for sale at a simulcast (with online and in person bidding) public auction the following described real estate in the Board Room within the Administration Building located at 12007 Courthouse Circle, New Kent VA 23124, on May 8, 2025 at 11:00 AM.

The sale of such property is subject to the terms and conditions below, and any term or conditions which may be subsequently posted or announced by Isgett Auction Marketing ("Auctioneer") and Taxing Authority Consulting Services, PC ("TACS"). Subsequent announcements take precedence over any prior written or verbal terms of sale.

	Property Owner(s)	Tax Map No.	TACS No.	Property Description
J1	Mary Minor, et al.	19-13F	875092	1 acre more or less off Higgins Rd.
J2	Darryl L. Barnett	36-47	875037	5.53 acres more or less off State Rd.
Ј3	Parthenia Johnson Estate	10-15	875029	4.5 acres more or less off New Town Rd.
J4	Edward P. Carter	43-36	875086	2 acres more or less along Shady Pines Lane
J5	James L. Christian	21-95A	875032	7900 Geo W Watkins Rd.
J6	Bernard A. Jones	2-11B	875134	5210 Hopewell Rd.
J6 con't	Bernard A. Jones	2-11C	875134	3.96 acres more or less off Hopewell Rd.
J7	Caroline Waller Archer	23-59	875216	5 acres more or less off Poindexter Rd.
J8	Debra Lipscomb-Cole	11-1-D	875218	.91 acres more or less off Old Church Rd.
<b>J</b> 9	George Otey Estate	31-60	875213	5 acres more or less off Emmaus Church Rd.
J10	JAK Specialty Services LLC	26-45	875211	3.25 acres more or less along Catpoint Manor Ln

**GENERAL TERMS OF SALE:** All sales are subject to confirmation by the Circuit Court. The Special Commissioner has the right to reject any bids determined to be unreasonable in relation to the estimated value of the Property. Any unsold property will be offered for sale again at the next auction, whenever that may be.

Properties are conveyed by Special Warranty Deed, subject to any easements, covenants, agreements, restrictions, reservations, and any and all rights of record which may affect the

property. Properties are offered for sale as-is, where-is, and if-is, with all faults and without any warranty, either expressed or implied. Persons are encouraged to make a visual inspection of the property within the limits of the law and to obtain an independent title search, at their own expense, prior to bidding on any of the properties to determine the suitableness of the property for their purposes. It is not guaranteed that the property has a right-of-way or that it is not landlocked. Property is sold in gross and not by the acre. There is no warranty as to the accuracy of any information contained in the GIS system, nor is the information contained therein a legal representation of any of the features of the property which it depicts. We do not provide and do not assist with obtaining title insurance or title to personal property.

The sale of property to the highest bidder is not contingent upon obtaining financing. Financing, if needed, is the sole responsibility of the high bidder. By bidding, parties are entering into a legally binding contract, waive all rescission rights, and understand that their bid is immediately binding, irrevocable, and enforceable. Additionally, by bidding, parties are representing that they have read, and agree to be bound by, all terms and conditions for this sale. Failure to complete the property purchase will result in forfeiture of any funds paid and may subject the highest bidder to additional damages, which may include expenses and any deficit upon resale.

**PAYMENT TERMS:** The highest bidder shall make a deposit in the amount of twenty-five percent (25%) or One Thousand Dollars (\$1,000.00), whichever is higher, **along with a 10% buyer's premium, subject to a minimum of \$150, added to the final bid.** Bids which are less than One Thousand Dollars (\$1,000.00) shall be paid in full at the time of the auction. Deposits shall not exceed Twenty Thousand Dollars (\$20,000) per parcel. Such sum shall be held by the Special Commissioner and credited towards the purchase price following confirmation of the sale. Subsequent taxes will be prorated from the auction date, and the highest bidder will be responsible for taxes from that date forward.

The balance of the purchase price and recording costs for deed recordation shall be deposited by the highest bidder with the Special Commissioner within fifteen (15) days of confirmation of the sale by the Court.

Credit Card information or other proof of funds will be collected as part of the registration process for deposit purposes. If using a credit card, immediately upon conclusion of the Sale, the highest bidder's registered credit card will be charged an initial deposit amount of \$2,500.00, or the minimum deposit amount outlined in the terms above, if less than \$2,500.00.

<u>Terms applicable to In-Person Bidders ONLY</u>: The deposit and buyer's premium are due on the day of the auction. All payments must be made in the form of personal check, cashier's check or money order. <u>No cash will be accepted.</u>

<u>Terms applicable to Online Bidders ONLY</u>: All interested parties must register and be approved by the Auctioneer. Registration and bidding are free of charge and are done through the Auctioneer's website <a href="https://www.isgettauction.com/">https://www.isgettauction.com/</a>. If any interested bidders are unable to attend for in-person bidding and wish to bid on property, but do not have access to the internet, please contact Isgett Auction Marketing, at (804) 338-3458 for assistance.

The highest bidder will receive their purchase contract and balance due via email following the close of the auction. The contract shall immediately be executed and returned to TACS. The deposit and buyer's premium must be <u>received</u> in full within seven (7) days following the auction closing (no later than May 15, 2025). All payments must be made in the form of certified funds, cashier's check, money order or wire transfer. Cashier's checks and money orders shall be made payable to County of New Kent and forwarded to TACS, at the address shown below. Cash and personal checks will not be accepted. Wire transfer instructions will be provided to the highest bidder upon request.

**GENERAL TERMS**: To qualify as a purchaser at this auction, you may not owe delinquent taxes to County of New Kent and you may not be a Defendant in any pending delinquent tax matter. Questions concerning the registration and bidding process should be directed to the Auctioneer online at <a href="https://www.isgettauction.com/">https://www.isgettauction.com/</a>, by email to <a href="isgett4@gmail.com">isgett4@gmail.com</a> or by phone to Dubby Isgett, at (804) 338-3458. Questions concerning the property subject to sale should be directed to TACS online at <a href="www.taxva.com">www.taxva.com</a>, by email to <a href="maxsales@taxva.com">taxsales@taxva.com</a>, by phone to 804-548-4429, or by writing to the address below.

Taxing Authority Consulting Services, PC
Attn: Tax Sales
P.O. Box 31800
Henrico, Virginia 23294-1800

# SAMPLE "Online bidders ONLY" PURCHASER'S ACKNOWLEDGEMENT AND CONTRACT OF SALE

	AND CONTRACT OF SALE At that certain
real estate tax sale which closed on	, the undersigned was the highest bidder on
the real estate described below, for a bid price of \$_	
Case Name	
Tax Map No	
Account No.	
TACS No	
I understand that a buyer's premium in the a amount of \$ (25% of the purchase price entire purchase price if less than \$1,000.00, or \$20, \$80,000.00) is required to be received by TACS with auction closing (no later than at fifteen (15) days after confirmation of this sale by the Virginia.	000.00 if purchase price is more than thin five (5) business days following the EST) and that the balance will be due within
Cashier's checks and money orders shall be	e made out to and
forwarded to TACS at the address below. Wire tran	
All payments must reference the Tax Map No. of the	ne parcel. I understand that cash and personal
checks will not be accepted. I understand that in the	e event my payment is returned, improperly
tendered, or is otherwise not made, the contract of	sale may be voided, and the next highest
bidder will be contacted to purchase the property.	

I understand that this property is being sold subject to any covenants, easements, agreements, restrictions, reservations, conditions of record, and any claims of persons in possession. I understand that this property may not have a right-of-way to a public road, and I hereby accept this limitation. I understand that I will be notified at the address below of the date the Court intends to confirm this sale, and that this Court hearing will be my last opportunity to raise any questions concerning this sale. I understand that this property is offered for sale as-is, with all faults and without any warranty, either expressed or implied, and I confirm that I have satisfied myself as to the property's existence and location prior to the execution of this contract.

I understand that I will be responsible for any real estate taxes on this parcel from the auction closing date. I further understand that in the event I owe delinquent taxes to or am named as a Defendant in any delinquent tax suit filed by the above-named locality, that this contract shall be voidable and I agree to forfeit any right, title or interest that I may have in the real estate to the next highest bidder as listed in the auction documents

If the balance of the purchase price is not paid in full within fifteen (15) days of confirmation, I agree to forfeit all amounts paid and pay any charges incurred by the Special Commissioner or the Court in collecting on the delinquent amount. I further understand that if I

fail to comply with this Purchaser's Acknowledgement and Contract of Sale, that this real estate may be resold and that I will be responsible for any deficiency upon resale, including any expenses that may be incurred.

I understand that by bidding, I have entered into a legally binding contract and that I waive all rescission rights. I understand that my bid was immediately binding, irrevocable, and enforceable. I understand that if I fail to comply with this Purchaser's Acknowledgment and Contract of Sale, that any funds paid hereunder will be forfeited, and that I will be responsible for any deficiency or damages upon resale, including any expenses that may be incurred. I also understand that my electronic signature shall be considered true and accurate for the purposes of this transaction.

I understand that the former owner(s) of this property may for good cause shown, within ninety (90) days from the entry of the Decree of Confirmation in this matter, petition the Court to have the matter reheard. I understand that title to the property described herein will be taken in the name(s) indicated below and I represent that I have the authority to purchase and title the property in the name(s) shown below.

	High Bidder Electronic Signature
	Date:Bidder Name:
	Street Address:
	City, State, ZIP:
	Phone:
	Email:
Title will be taken	in the name of:
Type of Interest:	☐ Tenants in Common ☐ Tenants by Entirety with ROS ☐ In Tenants w
If <b>purchaser</b> cont below.	act information is different from <u>bidder</u> contact information, please provide it
	CERTIFICATION  To certified that TACS has received this Purchaser's Acknowledgment and igned and dated by the above-referenced bidder, on
	Taxing Authority Consulting Services, PC
	Attn: Litigation Department () P.O. Box 31800
	Henrico, Virginia 23294-1800

# SAMPLE "In-person bidders ONLY" PURCHASER'S ACKNOWLEDGEMENT AND CONTRACT OF SALE

At that certain Specia	il Commissioner's sale	held on May 8, 2025 in the	e cause styled New
Kent County v.	(Case No	), the und	ersigned was the
highest bidder on the real est buyer's premium of \$		r a bid price of \$	, and a
Tax	Map No		
Acc	count No		
I understand that a de	eposit of \$	(25% of the purch	ase price or
\$1,000.00, whichever is mor	e, or the entire purchase	price if less than \$1,000.0	00, or \$20,000.00
if purchase price is more tha	n \$80,000.00) is require	ed to be deposited today wi	ith the Special
Commissioner and that the b	alance will be due with	in fifteen (15) days after co	onfirmation of this
sale by the Circuit Court of I	New Kent County, Virg	inia. Further, I understand	that a buyer's
premium is required in this a	auction and have agreed	to pay \$	as a
buyer's premium.			

I understand that this property is being sold subject to any covenants, easements, agreements, restrictions, reservations, conditions of record, and any claims of persons in possession. I understand that this property may not have a right-of-way to a public road, and I hereby accept this limitation. I understand that I will be notified at the address below of the date the Court intends to confirm this sale, and that this Court hearing will be my last opportunity to raise any questions concerning this sale. I understand that this property is offered for sale as-is, with all faults and without any warranty, either expressed or implied, and I confirm that I have satisfied myself as to the property's existence and location prior to the execution of this contract.

I understand that I will be responsible for any real estate taxes on this parcel from the date of sale May 8, 2025. I further understand that in the event I owe delinquent taxes to the New Kent County or if I am named as a Defendant in any delinquent tax suit filed by New Kent County, that this contract may be made null and void and I agree to forfeit any right, title or interest that I may have in the real estate to the next highest bidder as listed in the auction documents.

If the balance of the purchase price is not paid in full within fifteen (15) days of confirmation, I agree to forfeit the deposit and pay any charges incurred by the Special Commissioner or the Court in collecting on the delinquent amount. I further understand that if I fail to comply with this Purchaser's Acknowledgement and Contract of Sale, that this real estate may be resold and that I will be responsible for any deficiency upon resale, including any expenses that may be incurred.

I understand that the former owner(s) of this property may for good cause shown, within ninety (90) days from the entry of the Decree of Confirmation in this matter, petition the Court to have the matter reheard. I understand that title to the property described herein will be taken in the name(s) indicated below and I represent that I have the authority to purchase and title the property in the name(s) shown below.

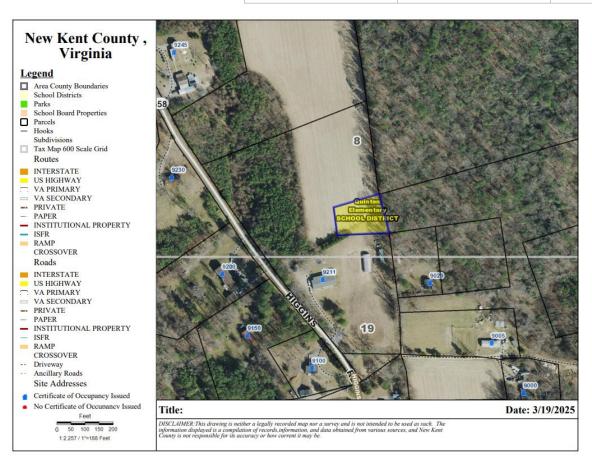
	Signature
	Print Name:
	Address:
_	
	Phone:
	Email:
Title will be taken in the name of:	
Type of Interest: ☐ Tenants in Common ☐ Tenant	ts by Entirety with ROS
CERTI	FICATION
	Taxing Authority Consulting Services, PC

Tax Map No. 19-13F Owner: Mary Minor, et al.

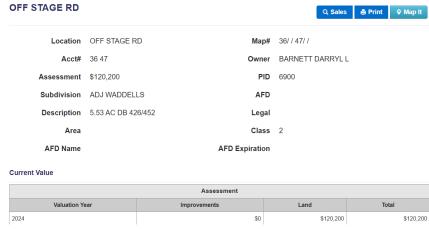


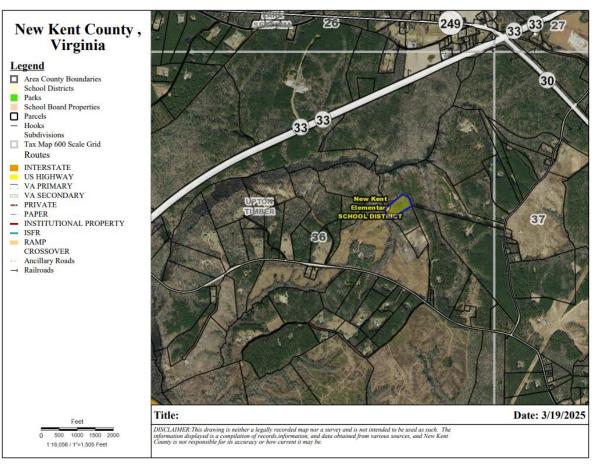
#### Current Value

Assessment				
Valuation Year	Improvements	Land	Total	
2024	\$0	\$79,600	\$79,600	



Tax Map No. 36-47 Owner: Darryl L. Barnett





Tax Map No. 10-15

Owner: Pathenia Johnson Estate

#### **OFF NEW TOWN RD** Location OFF NEW TOWN RD 10/ / 15/ / 10 15 JOHNSON PARTHENIA EST Acct# Assessment \$106,500 PID 3604 Subdivision ADJ TUNSTALL AFD **Description** 4.5 AC DB 10/217,11/202 Legal **AFD Name AFD Expiration**

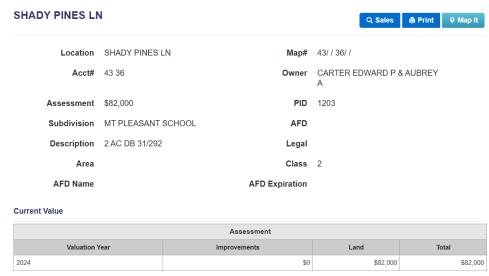
#### **Current Value**

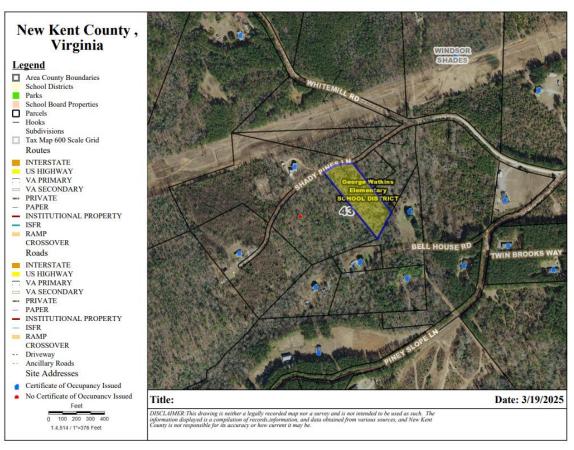
Assessment				
	Valuation Year	Improvements	Land	Total
	2024	\$0	\$106,500	\$106,500



**Legal Disclaimer:** Non-confidential real estate assessment records are public information under Virginia law, and internet display of non-confidential property information is specifically authorized by Virginia Code 58.1-3122.2. While New Kent County has worked to ensure that the assessment data contained herein is accurate, the New Kent County assumes no liability for any errors, omissions, or inaccuracies in the information provided for any reliance on any maps or data provided herein. Please consult New Kent County records for official information.

Tax Map No. 43-36 Owner: Edward P. Carter





Tax Map No. 21-95A Owner: James L. Christian

### 7900 GEO W WATKINS RD

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Location 7900 GEO W WATKINS RD Map# 21//95/A/

Acct# 21 95A Owner CHRISTIAN JAMES L EST

**Assessment** \$104,000 **PID** 1390

 Subdivision
 ADJ JAS H JOHNSON
 AFD

 Description
 .25 AC DB 47/94
 Legal

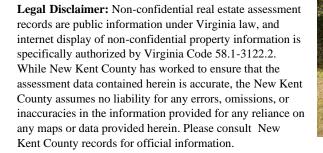
Area Class 2

AFD Name AFD Expiration

#### **Current Value**

Assessment					
Valuation Year	Improvements	Land	Total		
2024	\$48,600	\$55,400	\$104,000		





Tax Map No. 2-11B Owner: Bernard A. Jones





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### Property No. J6 con't

Tax Map No. 2-11C Owner: Bernard A. Jones





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OFF POINDEXTER RD

23 59

\$130,500

ADJ E E ORANGE

5 AC DB 30/144

Tax Map No. 23-59 Owner: Caroline Waller Archer

#### **OFF POINDEXTER RD**

Location

Assessment Subdivision

Description

AFD Name

Area

Acct#

	Q Sales	₽ Print	▼ Map It
/ / 59/ /			
RCHER C	AROLINE V	VALLER	
7			

### Current Value

Assessment					
Valuation Year Improvements		Land	Total		
2024	\$0	\$130,500	\$130,500		

Owner

PID

**AFD** 

Legal

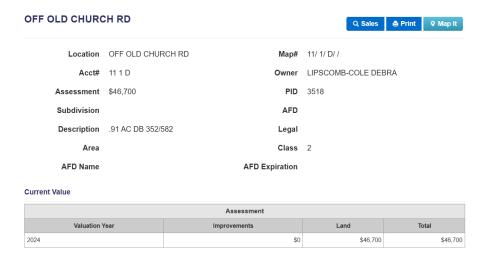
Class

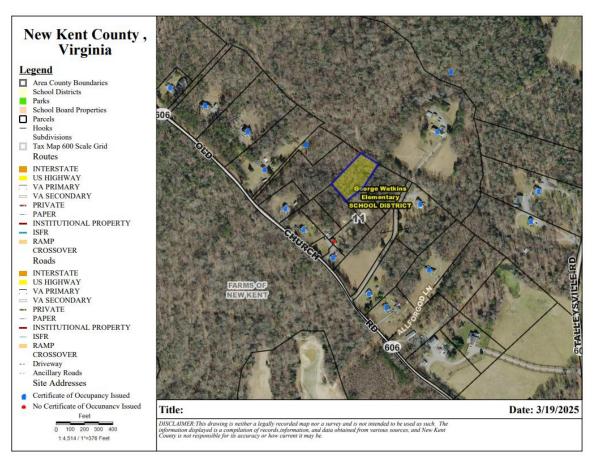
**AFD Expiration** 



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Tax Map No. 11-1-D Owner: Debra Lipscomb-Cole





Tax Map No. 31-60 Owner: George Otey Estate

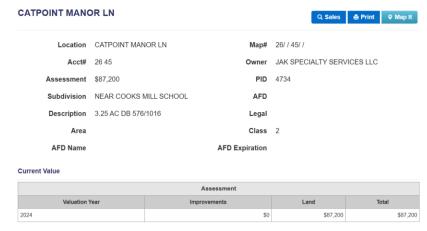
#### **OFF EMMAUS CHURCH RD** Location OFF EMMAUS CHURCH RD 31/ / 60/ / OTEY GEORGE EST Acct# 31 60 Owner Assessment \$130,500 PID Subdivision ADJ OLLIE MOSS AFD Description Legal Area **AFD Name AFD Expiration Current Value** 2024 \$130,500 \$130,500

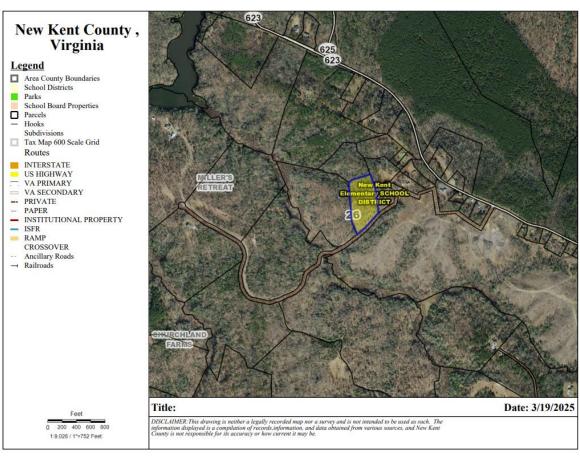


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Tax Map No. 26-45

Owner: JAK Specialty Services LLC





### **NOTES**

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