



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 – Wilderness Stuart Inc

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

AUCTION DATE – Thursday, May 2nd, 2024 at 4 PM

*** Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

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

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

Legally described as:

Parcel ID 0930300100, 0930300200, 0930300300, 0930300400, 0930300500, 0930300600, 0930300700, 0930300800, 0930300900, 0930301000, 0930301100, 0930301200, 0930301300, 0930301400, 0930301500, 0930301600, 0930301700, 0930301800, 0930301900, 0930302000, 0930302100, 0930302200, 0930302300, 0930302400, 0930302500, 0930302600, 0930302700, 0930302800, 0930302900; Consisting of +/-267.835 acres and improvements

Address: TBD Timber Line Rd, Ferrum, VA 24088

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, May 2nd, 2024 at 4 PM (EST)**

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

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

Online Auction Terms & Conditions

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 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 **\$10,000** non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, June 17th, 2024**. 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. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

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

- 18) **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.

- 19) **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.

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

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
South Carolina Auction Firm License #	4208

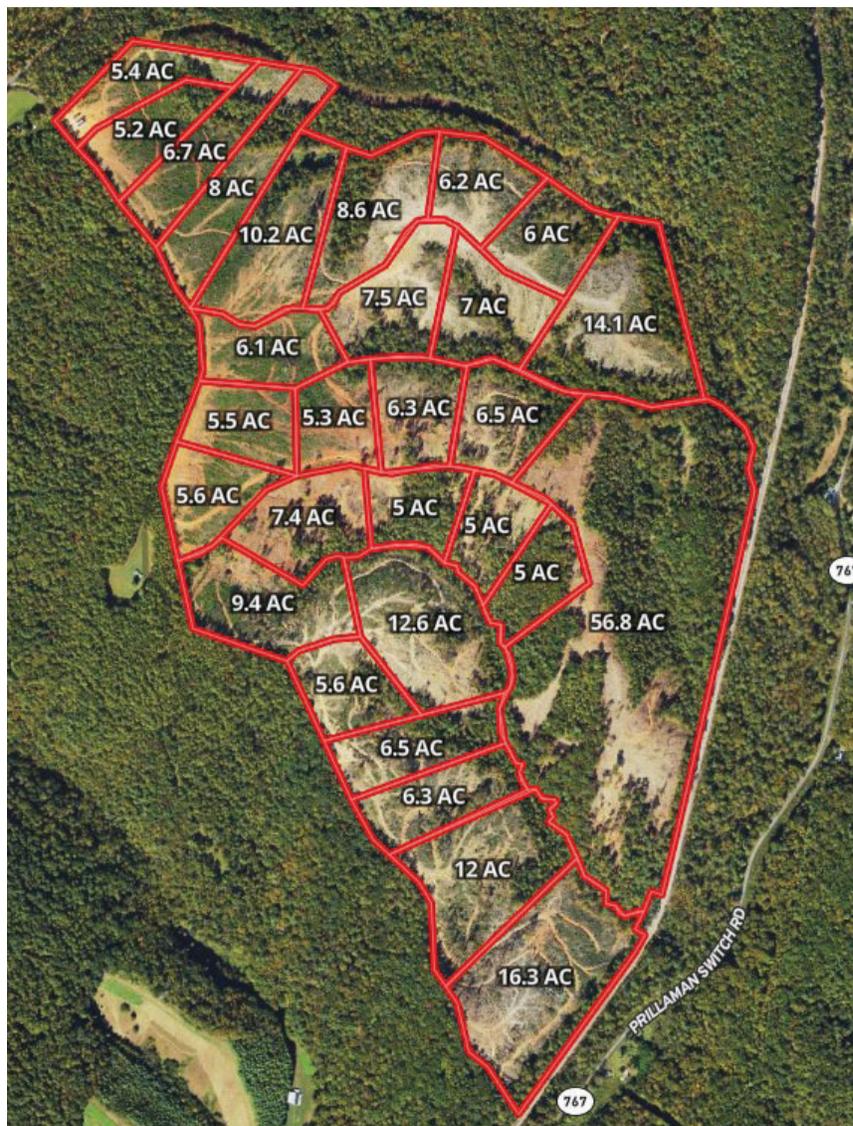
Aerial



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

Aerial

Subdivided



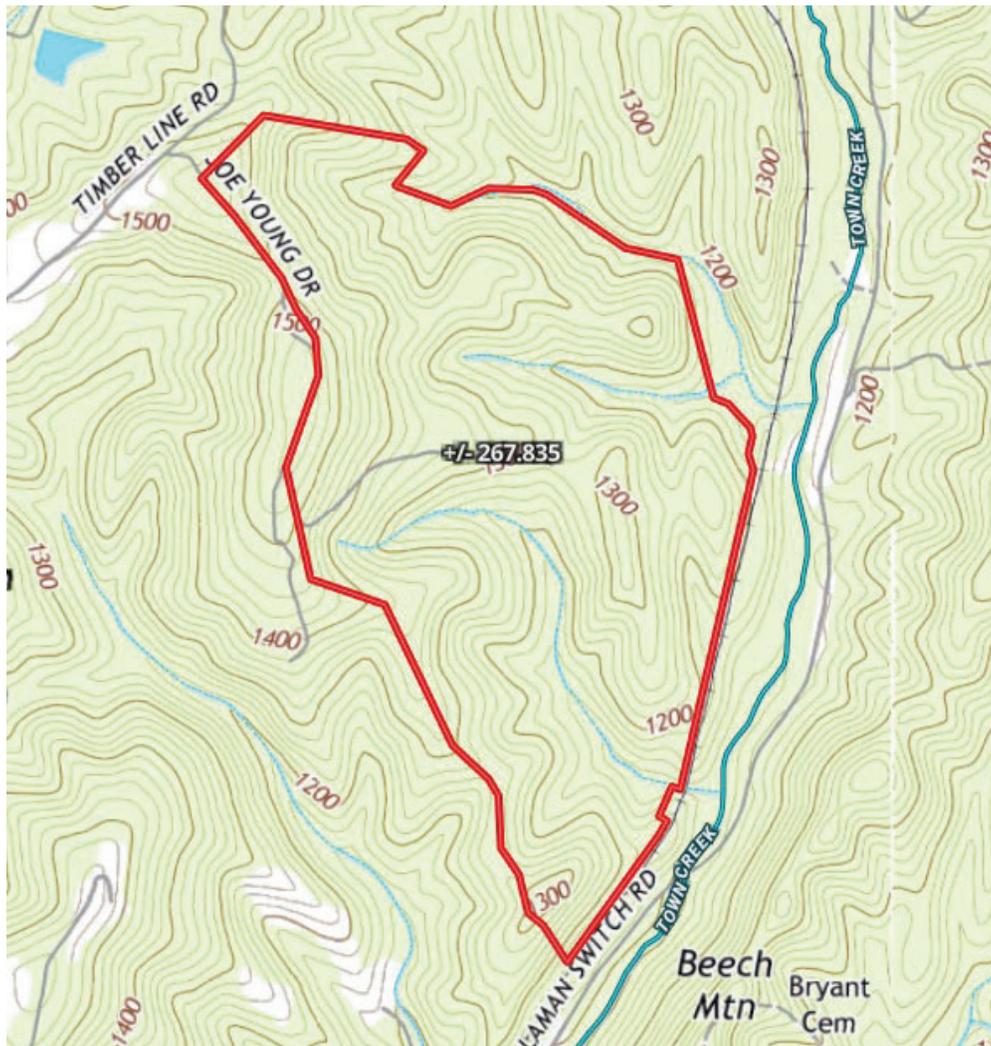
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****

Contour



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

Topo



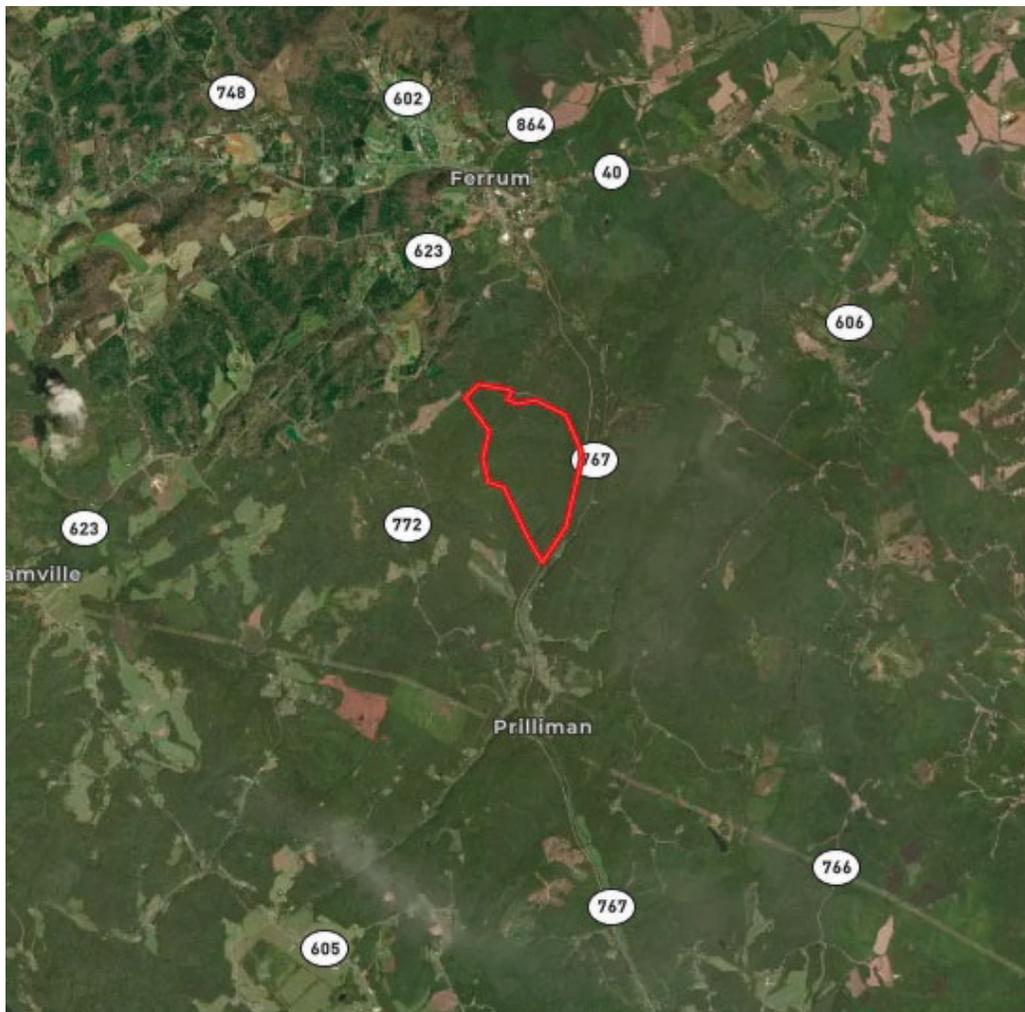
**** Aerial, contour, and topo map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. ****



Neighborhood

TBD Timber Line Rd.,

Ferrum, VA 24088





Location

TBD Timber Line Rd.,
Ferrum, VA 24088



This Deed prepared by James W. Shortt, Attorney (VSB #29187)

Title Insurance: Unknown to the preparer.

Grantee Address: P.O. Box 559, Stuart, Virginia 24149

Consideration: \$400,000.00

Assessed Value: \$841,000.00

Tax Map Numbers: 0930300100, 0930300200, 0930300300, 0930300400, 0930300500, 0930300600, 0930300700, 0930300800, 0930300900, 0930301000, 0930301100, 0930301200, 0930301300, 0930301500, 0930301600, 0930301900, 0930302000, 0930302100, 0930302200, 0930302300, 0930302400, 0930302500, 0930302600, and 0930302700

TIMBERLINE RIDGE, LLC

TO: DEED

WILDERNESS-STUART, INC.

DEED OF BARGAIN AND SALE

THIS DEED OF BARGAIN AND SALE, made this 29th day of May, 2015, by and between **TIMBERLINE RIDGE, LLC**, a Virginia limited liability company, hereinafter styled Grantor, and **WILDERNESS-STUART, INC.**, a Virginia corporation, hereinafter styled Grantee,

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 Grantor does hereby bargain, sell, grant and convey, unto Grantee, in fee simple and with GENERAL WARRANTY and ENGLISH COVENANTS of Title, the following described property, being and lying in Franklin County, Virginia, to wit:

ALL those twenty-four (24) certain lots or parcels of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being in the Blue Ridge Magisterial District of

*James W. Shortt & Associates, P.C.
Attorneys and Counsellors at Law
108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999*

Franklin County, Virginia, containing in the aggregate of 170.764 acres, more or less, and more particularly described as follows:

Parcel No. 1

Being Lot No. 1, containing 5.431 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 961, Page 1823, and the description contained therein being incorporated by reference herein.

Parcel No. 2

Being Lot No. 2, containing 5.181 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1823 and the description contained therein being incorporated by reference herein.

Parcel No. 3

Being Lot No. 3, containing 6.728 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1823, and the description contained therein being incorporated by reference herein.

Parcel No. 4

Being Lot No. 4, containing 7.985 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 961, Page 1823, and the description contained therein being incorporated by reference herein.

Parcel No. 5

Being Lot No. 5, containing 10.192 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008,

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revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1823 and the description contained therein being incorporated by reference herein.

Parcel No. 6

Being Lot No. 6, containing 8.646 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1823, and the description contained therein being incorporated by reference herein.

Parcel No. 7

Being Lot No. 7, containing 6.157 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 961, Page 1823, and the description contained therein being incorporated by reference herein.

Parcel No. 8

Being Lot No. 8, containing 5.956 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1823 and the description contained therein being incorporated by reference herein.

Parcel No. 9

Being Lot No. 9, containing 14.118 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1823, and the description contained therein being incorporated by reference herein.

Parcel No. 10

Being Lot No. 10, containing 7.019 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 961, Page 1823, and the description contained therein being incorporated by reference herein.

Parcel No. 11

Being Lot No. 11, containing 7.520 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1823 and the description contained therein being incorporated by reference herein.

Parcel No. 12

Being Lot No. 12, containing 6.093 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1823, and the description contained therein being incorporated by reference herein.

Parcel No. 13

Being Lot No. 13, containing 5.454 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 961, Page 1824, and the description contained therein being incorporated by reference herein.

Parcel No. 14

Being Lot No. 15, containing 5.289 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in

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Deed Book 961, Page 1824 and the description contained therein being incorporated by reference herein.

Parcel No. 15

Being Lot No. 16, containing 6.299 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1824, and the description contained therein being incorporated by reference herein.

Parcel No. 16

Being Lot No. 19, containing 5.010 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 961, Page 1824, and the description contained therein being incorporated by reference herein.

Parcel No. 17

Being Lot No. 20, containing 5.010 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1824 and the description contained therein being incorporated by reference herein.

Parcel No. 18

Being Lot No. 21, containing 5.010 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1824, and the description contained therein being incorporated by reference herein.

Parcel No. 19

Being Lot No. 22, containing 7.438 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008,

revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 961, Page 1824, and the description contained therein being incorporated by reference herein.

Parcel No. 20

Being Lot No. 23, containing 9.345 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1824 and the description contained therein being incorporated by reference herein.

Parcel No. 21

Being Lot No. 24, containing 12.568 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1824, and the description contained therein being incorporated by reference herein.

Parcel No. 22

Being Lot No. 25, containing 5.565 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 961, Page 1824, and the description contained therein being incorporated by reference herein.

Parcel No. 23

Being Lot No. 26, containing 6.460 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1825 and the description contained therein being incorporated by reference herein.

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Parcel No. 24

BK 1062PG2925

Being Lot No. 27, containing 6.320 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1825, and the description contained therein being incorporated by reference herein.

TOGETHER WITH AND SUBJECT TO all such right of ways, easements, benefits and rights, appurtenant or in any way appertaining or belonging, benefiting and/or being burden unto the said parcels.

BEING a portion of the real estate conveyed to Timberline Ridge, LLC, by deed dated June 9, 2009, from Lawrence Melvin Dehart, et ux., et al., said deed of record in the aforesaid Clerk's Office in Deed Book 961, Page 1817.

This conveyance is made expressly subject to all covenants, conditions, restrictions, easements and rights of way of record, including but not limited to, that Declaration of Restrictions, Covenants and Conditions of Timberline Ridge, dated June 9, 2009, recorded in the aforesaid Clerk's Office in Deed Book 961, Page 1826 and that Road Maintenance Agreement dated June 9, 2009, recorded in the aforesaid Clerk's Office in Deed Book 961, Page 1835.

WITNESS the following signature and seal:

TIMBERLINE RIDGE, LLC

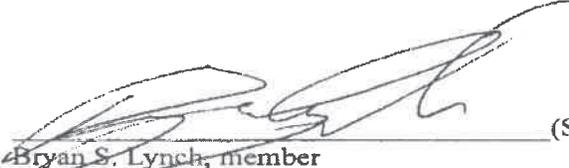
By: Lawrence M. DeHart Sr. (SEAL)
Lawrence M. DeHart, Sr., Member

By: Lawrence M. DeHart Jr. (SEAL)
Lawrence M. DeHart, Jr., Member

James W. Shortt & Associates, P.C.
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BK 1062PG2926

By:


Bryan S. Lynch, member

(SEAL)

By:


Kolisha Stermer, member

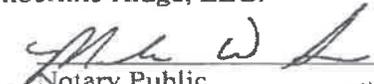
(SEAL)

State of Virginia,
County of Floyd, to-wit:

The foregoing instrument was acknowledged before me this 1st day of June 2015,
by Lawrence M. DeHart, Sr., Member, Timberline Ridge, LLC.

My commission expires:

3/31/16


Notary Public

Registration Number:

229267



State of Virginia,
County of Floyd, to-wit:

The foregoing instrument was acknowledged before me this 1st day of June, 2015,
by Lawrence M. DeHart, Jr., Member, Timberline Ridge, LLC.

My commission expires:

3/31/16


Notary Public

Registration Number:

229267



BK 1062PG2927

State of Virginia,
County of Floyd, to-wit:

The foregoing instrument was acknowledged before me this 1st day of June, 2015,
by Bryan S. Lynch, Member, Timberline Ridge, LLC.

My commission expires:
3/31/16

Melissa W. Spence
Notary Public

Registration Number:
229267



State of Virginia,
County of Floyd, to-wit:

The foregoing instrument was acknowledged before me this 1st day of ~~May~~ ^{June}, 2015,
by Kolisha Stermer, Member, Timberline Ridge, LLC.

My commission expires:
3/31/16

Melissa W. Spence
Notary Public

Registration Number:
229267



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INSTRUMENT #150003342
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY ON
JUNE 2, 2015 AT 02:12PM
\$841.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: \$420.50 LOCAL: \$420.50

TERESA J. BROWN, CLERK
RECORDED BY: KAR

Prepared by James W. Shortt, Attorney (VSB #29187)

Title Insurance: Unknown to Preparer
Grantees Address: P.O. Box 559, Stuart, Virginia 24171
Consideration: \$0.00

Tax Map Nos. 105-21.5, 105-21.6, 105-21.7 105-21.8 & 105-21.9
93-3.18, 93.3-28 & 93.3-29

T.P.B., L.L.C.

TO: DEED OF GIFT

WILDERNESS-STUART, INC.

DEED OF GIFT

THIS DEED OF GIFT, made this 15th day of March, 2013, by and between T.P.B., L.L.C., a Virginia limited liability company, hereinafter styled Grantor, and WILDERNESS-STUART, INC., a Virginia corporation, hereinafter styled Grantee;

WITNESSETH:

That for and in consideration of the sum of ONE DOLLAR (\$1.00) and in consideration of the affiliated interests between the Grantor and the Grantee, the Grantor does hereby grant, give, and convey unto Grantee, in fee simple and with GENERAL WARRANTY and ENGLISH COVENANTS of TITLE, the following described property, to-wit:

Tract No. 1

ALL of those five (5) certain tracts or parcels of land, together with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being in the Snow Creek Magisterial District of Franklin County, Virginia, containing in the aggregate of 30.285 acres, more or less, and more particularly described as follows, to-wit:

*James W. Shortt & Associates, P.C.
Attorneys and Counsellors at Law
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Parcel No. 1

Containing 4.92 acres, designated as Lot 4, as shown on that certain plat of survey prepared by Philip W. Nester, C.L.S., dated November 13, 1990, said plat being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, in Deed Book 507, Page 1283 and 1284, and the description contained therein being incorporated by reference herein.

Parcel No. 2

Containing 7.035 acres, designated as "Revised Lot 5", as shown on that certain plat of survey prepared by Philip W. Nester, C.L.S., dated February 9, 2005, said plat being of record in the aforesaid Clerk's Office in Deed Book 842, Page 1318, and the description contained therein being incorporated by reference herein.

Parcel No. 3

Containing 1.93 acres, designated as Lot 6, as shown on that certain plat of survey prepared by Philip W. Nester, C.L.S., dated November 13, 1990, said plat being of record in the aforesaid Clerk's Office, in Deed Book 507, Page 1283 and 1284, and the description contained therein being incorporated by reference herein.

Parcel No. 4

Containing 7.44 acres, designated as Lot 7, as shown on that certain plat of survey prepared by Philip W. Nester, C.L.S., dated November 13, 1990, said plat being of record in the aforesaid Clerk's Office, in Deed Book 507, Page 1283 and 1284, and the description contained therein being incorporated by reference herein.

Parcel No. 5

Containing 8.96 acres, designated as Lot 8, as shown on that certain plat of survey prepared by Philip W. Nester, C.L.S., dated November 13, 1990, said plat being of record in the aforesaid Clerk's Office, in Deed Book 507, Page 1283 and 1284, and the description contained therein being incorporated by reference herein.

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Attorneys and Counsellors at Law
108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999*

BEING all the same real estate conveyed to T.P.B., L.L.C., a Virginia limited liability company, by Deed dated August 17, 2005, from Willard Rhoades Finney, Trustees, etc., said deed being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia in Deed Book 859, page 1545.

Tract No. 2

ALL those three (3) certain lots or parcels of real estate with all improvements thereon and appurtenances and rights of way thereunto belonging, situate and being in the Blue Ridge Magisterial District of Franklin County, Virginia, containing in the aggregate of 84.944 acres, more or less, and more particularly described as follows:

Parcel No. 1

Being Lot No. 18, containing 56.767 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1824, and the description contained therein being incorporated by reference herein.

Parcel No. 2

Being Lot No. 28, containing 11.921 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1825, and the description contained therein being incorporated by reference herein.

Parcel No. 3

Being Lot No. 29, containing 16.256 acres, as shown on that certain plat of survey prepared by Robert C. Jeans, L.S., dated December 17, 2008, revised February 20, 2009, a copy of said plat of survey being of record in the Clerk's Office of the Circuit Court of Franklin County, Virginia, as in Deed Book 961, Page 1825, and the description contained therein being incorporated by reference herein.

TOGETHER WITH AND SUBJECT TO all such right of ways, easements, benefits and rights, appurtenant or in any way appertaining or belonging, benefiting and/or being burden unto the said parcels.

James W. Shortt & Associates, P.C.
Attorneys and Counsellors at Law
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Tel (540) 745-3131 • Fax (540) 745-2999

BEING all the same real estate conveyed to T.P.B., L.L.C., by Deed dated December 1, 2009, from Timberline Ridge, LLC, said deed of record in the aforesaid Clerk's Office in Deed Book 972, Page 528.

This conveyance is made expressly subject to all covenants, conditions, restrictions, easements and rights of way of record.

WITNESS the following signature and seal:

T.P.B., L.L.C.

By: [Signature] (SEAL)
Ronnie D. Bolt, Member

State of Virginia,
County of Floyd, to wit:

The foregoing instrument was acknowledged before me this 19th day of March, 2013, by T.P.B., L.L.C., Member of T.P.B., L.L.C.

My commission expires:
3/31/16

Notary ID:
229267



[Signature]
Notary Public

Nota Bene: This deed is exempt from the recordation taxes imposed by Section 58.1-802 of the Code of Virginia, 1950, as amended, pursuant to Sections 58.1-809 and 58.1-811D.

Nota Bene: This deed was prepared without the benefit of a current title examination.

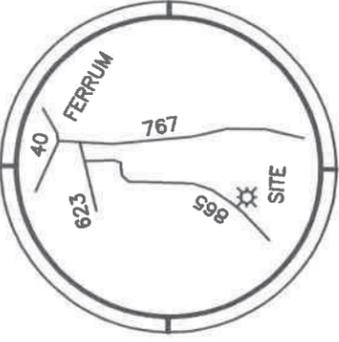
James W. Shortt & Associates, P.C.
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108 South Locust Street • P.O. Box 900 • Floyd, Virginia 24091
Tel (540) 745-3131 • Fax (540) 745-2999

BK 1029 PG 03553

INSTRUMENT #130002265
RECORDED IN THE CLERK'S OFFICE OF
FRANKLIN COUNTY ON
MARCH 21, 2013 AT 10:46AM

TERESA J. BROWN, CLERK
RECORDED BY: JFL

CORNERSTONE LAND SURVEYING, INC.
260 SOUTH MAIN STREET
P. O. BOX 779
ROCKY MOUNT, VIRGINIA 24151
540-489-3590



LOCATION MAP



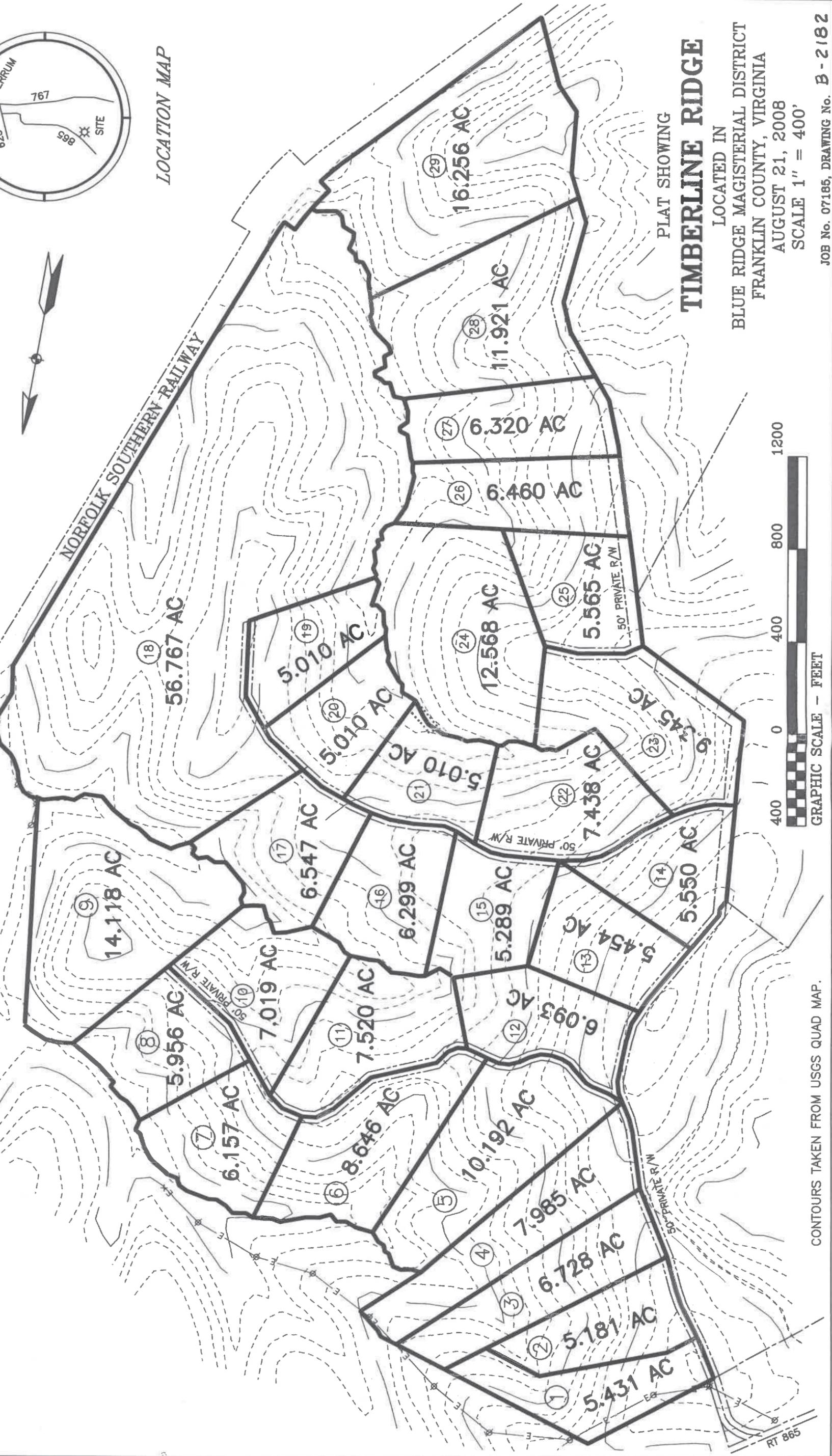
NORFOLK SOUTHERN RAILWAY

PLAT SHOWING

TIMBERLINE RIDGE

LOCATED IN
BLUE RIDGE MAGISTERIAL DISTRICT
FRANKLIN COUNTY, VIRGINIA
AUGUST 21, 2008
SCALE 1" = 400'

JOB No. 07165, DRAWING No. B-2182



GRAPHIC SCALE - FEET

CONTOURS TAKEN FROM USGS QUAD MAP.

CURRENT OWNER - LAWRENCE M. & DOROTHY P. DEHART (1/4 INTEREST)
 LAWRENCE M. DEHART, JR. (1/4 INTEREST)
 BRYAN S. LYNCH (1/2 INTEREST)

REFERENCE - TAX No. 88-112
 DB 908, PG 2547
 DB 948, PG 1830
 DB 948, PG 1839
 DB 948, PG 1852
 DB 909, PG 2547

SEE VACATION PLAT BY CORNERSTONE LAND SURVEYING, INC.
 DATED NOV. 7, 2006, RECORDED IN DB 949, PG 2324

NOTES:

ALL IRON RODS SET ARE 5/8" REBAR.
 THIS SURVEY WAS PERFORMED WITHOUT THE
 BENEFIT OF A TITLE REPORT AND THEREFORE
 MAY NOT NECESSARILY INDICATE ALL ENCUMBRANCES
 UPON THE PROPERTY.
 THIS IS TO CERTIFY THAT THE PROPERTY
 SHOWN HEREON IS NOT LOCATED WITHIN
 THE 100 YEAR FLOOD PLAIN AS DETERMINED
 BY THE DEPARTMENT OF HOUSING AND URBAN
 DEVELOPMENT. (FLOOD ZONE " X " ; PANEL 51.0061)
 THIS IS TO CERTIFY THAT ON DEC. 17
 2008, AN ACCURATE SURVEY WAS MADE OF THE
 PREMISES SHOWN HEREON AND THAT THERE
 ARE NO EASEMENTS OR ENCROACHMENTS VISIBLE
 ON THE GROUND OTHER THAN THOSE SHOWN
 HEREON.

THE PRIVATE ROADS IN THE LARGE LOT SUBDIVISION HEREON DEPICTED DO NOT MEET
 STATE STANDARDS, ARE NOT INTENDED FOR INCLUSION IN THE SYSTEM OF STATE
 HIGHWAYS, WILL NOT BE MAINTAINED BY THE VIRGINIA DEPARTMENT OF TRANSPORTATION
 NOR THE COUNTY OF FRANKLIN AND ARE NOT ELIGIBLE FOR RURAL ADDITION FUNDS OR
 ANY OTHER FUNDS APPROPRIATED BY THE GENERAL ASSEMBLY AND ALLOCATED BY THE
 COMMONWEALTH TRANSPORTATION BOARD. THE MAINTENANCE OF THE PRIVATE ROADS
 SHOWN HEREON SHALL BE THE MUTUAL RESPONSIBILITY OF THE LANDOWNERS WHOSE
 LOTS ARE SERVED BY SAID PRIVATE ROADS. THE COUNTY OF FRANKLIN ENCOURAGES
 PARTICIPATION IN THE PRIVATE ROAD MAINTENANCE AGREEMENT TO BE RECORDED
 IN CONJUNCTION WITH THIS LARGE LOT SUBDIVISION PLAT BUT WILL NOT PARTICIPATE
 IN ANY PROVISIONS OF THE MAINTENANCE AGREEMENT OR OBLIGATION NOR ANY ACTION
 TO ENFORCE ANY PROVISIONS OF THE MAINTENANCE AGREEMENT OF OBLIGATION.

APPROVAL

DATE: _____
 V.D.O.T. HIGHWAY ENGINEER
 DATE: _____
 VIRGINIA DEPARTMENT OF HEALTH REPRESENTATIVE
 DATE: _____
 SUBDIVISION AGENT
 FOR FRANKLIN COUNTY PLANNING COMMISSION

**COURTESY
 COPY
 NOT TO BE RECORDED**

CORNERSTONE LAND SURVEYING, INC.
 250 SOUTH MAIN STREET
 P. O. BOX 779
 ROCKY MOUNT, VIRGINIA 24151
 540-489-3590

OWNER'S CERTIFICATE AND NOTARIZATION

KNOW ALL MEN BY THESE PRESENTS, that we, Lawrence M. Dehart, Dorothy P. Dehart, Lawrence M. Dehart, Jr., and Bryan S. Lynch are the owners of the property shown on this plat. We hereby certify that Robert C. Jeans surveyed and made this plat with our own free will and consent, and the entire subdivided parcel is within the boundaries of a tract of land conveyed to us by Deeds recorded in Deed Book 909, Page 2547, Deed Book 948, Page 1930, Deed Book 948, Page 1939, Deed Book 948, Page 1952, and Deed Book 909, Page 2547, Franklin County.

Lawrence M. Dehart _____ Date _____ Dorothy P. Dehart _____ Date _____
 Lawrence M. Dehart, Jr. _____ Date _____ Bryan S. Lynch _____ Date _____
 State of Virginia _____ of _____

I _____, a Notary Public in and for the aforesaid State do hereby certify that Lawrence M. Dehart, whose name is signed to the foregoing writing, has personally appeared before me and acknowledged the same in my aforesaid jurisdiction on this _____ day of _____, 20____.
 My Commission Expires _____

Notary Public _____ Date _____
 State of Virginia _____ of _____

I _____, a Notary Public in and for the aforesaid State do hereby certify that Dorothy P. Dehart, whose name is signed to the foregoing writing, has personally appeared before me and acknowledged the same in my aforesaid jurisdiction on this _____ day of _____, 20____.
 My Commission Expires _____

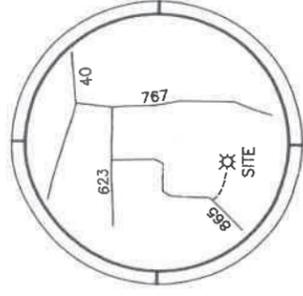
Notary Public _____ Date _____
 State of Virginia _____ of _____

I _____, a Notary Public in and for the aforesaid State do hereby certify that Lawrence M. Dehart, Jr., whose name is signed to the foregoing writing, has personally appeared before me and acknowledged the same in my aforesaid jurisdiction on this _____ day of _____, 20____.
 My Commission Expires _____

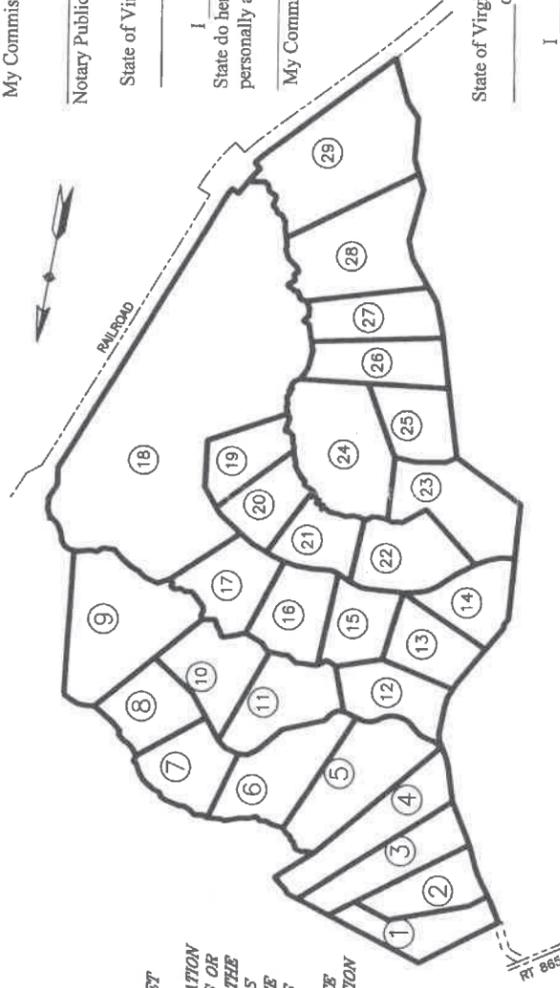
Notary Public _____ Date _____

State of Virginia _____ of _____
 I _____, a Notary Public in and for the aforesaid State do hereby certify that Bryan S. Lynch, whose name is signed to the foregoing writing, has personally appeared before me and acknowledged the same in my aforesaid jurisdiction on this _____ day of _____, 20____.
 My Commission Expires _____

Notary Public _____ Date _____
 SHEET
 1 OF 4
 FIELD BK 489, JOB No. 07185, DRAWING No. C-2479



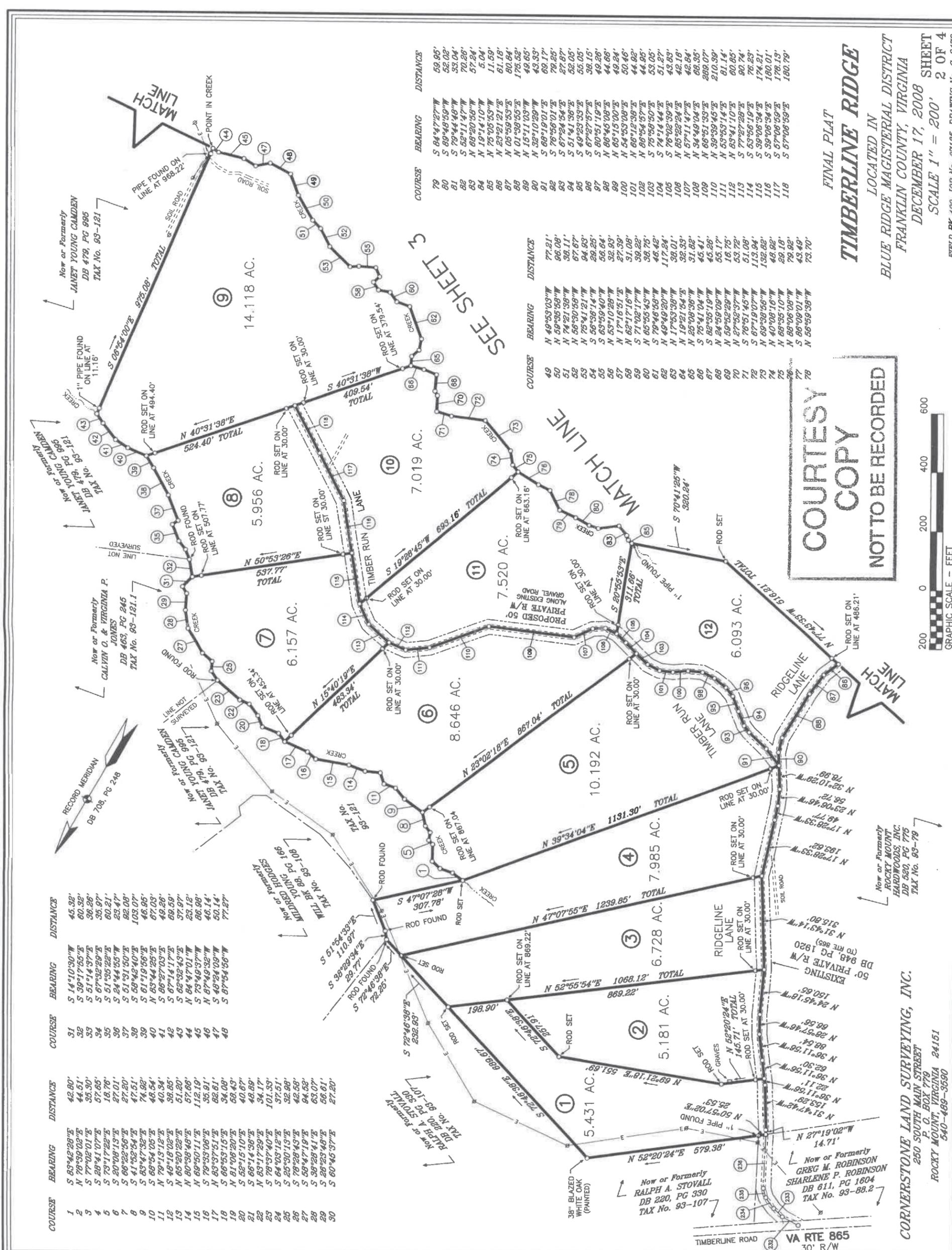
LOCATION MAP



**FINAL PLAT
 TIMBERLINE RIDGE
 LOCATED IN
 BLUE RIDGE MAGISTERIAL DISTRICT
 FRANKLIN COUNTY, VIRGINIA
 DECEMBER 17, 2008**



COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
1	S 63°42'28"E	42.80'	31	S 14°10'30"W	45.99'
2	N 78°39'02"E	44.51'	32	S 30°17'55"E	60.32'
3	S 77°02'01"E	35.30'	33	S 51°14'37"E	36.26'
4	S 28°41'07"E	57.66'	34	S 67°52'29"E	35.97'
5	S 73°17'22"E	18.78'	35	S 51°55'22"E	60.21'
6	S 20°08'15"E	27.01'	36	S 24°44'55"W	23.47'
7	S 06°22'56"E	27.20'	37	S 51°51'50"E	92.08'
8	S 41°52'54"E	47.51'	38	S 58°42'40"E	103.07'
9	S 63°47'32"E	74.92'	39	S 61°19'56"E	46.95'
10	S 68°54'05"E	48.54'	40	N 63°44'25"E	67.03'
11	N 78°13'12"E	40.34'	41	S 66°27'03"E	48.26'
12	S 48°18'02"E	38.85'	42	S 67°14'17"E	68.59'
13	N 65°20'22"E	51.20'	43	S 62°52'43"E	37.97'
14	N 80°58'48"E	57.66'	44	N 84°47'01"W	23.18'
15	N 69°50'11"E	112.19'	45	S 73°49'37"W	66.98'
16	S 79°33'06"E	35.91'	46	N 87°49'32"W	46.14'
17	N 83°37'51"E	82.61'	47	S 49°24'09"W	60.14'
18	S 66°53'15"E	34.08'	48	S 87°54'56"W	77.27'
19	N 81°08'20"E	58.43'			
20	S 52°15'10"E	40.67'			
21	S 66°14'36"E	48.89'			
22	N 63°17'29"E	34.17'			
23	S 78°37'40"E	101.33'			
24	S 64°03'12"E	37.51'			
25	S 25°30'13"E	32.98'			
26	S 78°28'43"E	42.58'			
27	S 58°47'19"E	64.52'			
28	S 38°28'41"E	63.07'			
29	S 28°23'46"E	56.61'			
30	S 60°45'37"E	27.20'			



COURSE	BEARING	DISTANCE	COURSE	BEARING	DISTANCE
49	N 49°53'03"W	77.21'	79	S 64°47'27"W	58.95'
50	N 59°55'58"W	96.08'	80	S 89°48'59"W	52.02'
51	N 74°21'39"W	36.11'	81	S 79°44'48"W	33.04'
52	N 56°30'58"W	67.87'	82	S 52°11'47"W	70.26'
53	N 76°41'21"W	94.89'	83	N 68°20'59"W	57.24'
54	S 59°59'14"W	29.25'	84	N 19°14'10"W	5.04'
55	S 59°59'14"W	29.25'	85	N 75°05'53"W	11.59'
56	N 53°10'28"W	32.93'	86	N 23°21'21"E	61.18'
57	N 17°16'51"E	27.39'	87	N 05°59'53"E	60.84'
58	N 62°17'16"W	31.09'	88	N 01°58'55"E	175.52'
59	N 65°55'43"W	39.22'	89	N 32°10'29"W	43.39'
60	N 71°02'17"W	39.75'	90	N 15°11'03"W	49.65'
61	S 79°46'58"W	46.42'	91	S 68°18'01"E	69.17'
62	N 49°49'20"W	48.42'	92	S 76°56'01"E	79.25'
63	N 17°53'38"W	38.01'	93	S 67°24'54"E	27.87'
64	N 19°21'54"E	39.75'	94	S 51°41'38"E	32.05'
65	N 28°08'36"W	31.62'	95	S 49°23'33"E	38.15'
66	S 70°41'04"W	45.41'	96	S 67°27'57"E	38.15'
67	S 62°56'19"W	45.28'	97	S 80°51'19"E	49.28'
68	N 24°59'09"W	55.17'	98	N 65°15'00"E	44.68'
69	N 59°52'29"W	16.75'	99	N 54°53'08"E	50.46'
70	S 27°52'37"W	53.72'	100	N 66°12'38"E	44.92'
71	S 79°51'45"W	51.08'	101	N 66°12'38"E	44.92'
72	S 67°19'10"W	113.94'	102	N 86°54'57"E	44.95'
73	N 69°38'56"W	132.88'	103	S 75°56'50"E	53.05'
74	N 40°08'10"W	46.92'	104	S 74°14'44"E	51.27'
75	N 68°35'10"W	79.92'	105	S 76°02'39"E	43.63'
76	S 88°09'01"W	43.49'	106	N 85°22'24"E	42.19'
77	N 58°59'38"W	73.70'	107	N 57°11'47"E	42.84'
78			108	N 34°49'04"E	68.35'
			109	N 66°51'39"E	289.07'
			110	N 39°39'45"E	210.99'
			111	N 53°53'14"E	81.14'
			112	N 85°41'10"E	60.65'
			113	S 77°27'28"E	90.74'
			114	S 59°06'34"E	174.21'
			115	S 39°08'34"E	180.01'
			116	S 67°08'59"E	178.13'
			117	S 57°08'59"E	180.79'
			118		

COURTESY COPY
NOT TO BE RECORDED

CORNERSTONE LAND SURVEYING, INC.
250 SOUTH MAIN STREET
P. O. BOX 779
ROCKY MOUNT, VIRGINIA 24151
540-469-3690

Now or Formerly
ROCKY MOUNT HARDWOODS, INC.
DB 520, PG 775
TAX No. 83-79

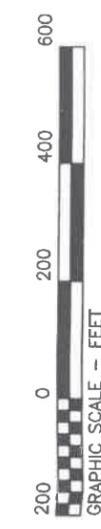
Now or Formerly
GREG M. ROBINSON SHARLENE P. ROBINSON
DB 611, PG 1604
TAX No. 93-88.2

Now or Formerly
CALVIN O. & VIRGINIA P. JONES
DB 463, PG 245
TAX No. 83-121.1

Now or Formerly
JANET YOUNG CAMDEN
DB 479, PG 995
TAX No. 93-121

Now or Formerly
RALPH A. STOVALL
DB 220, PG 330
TAX No. 93-107

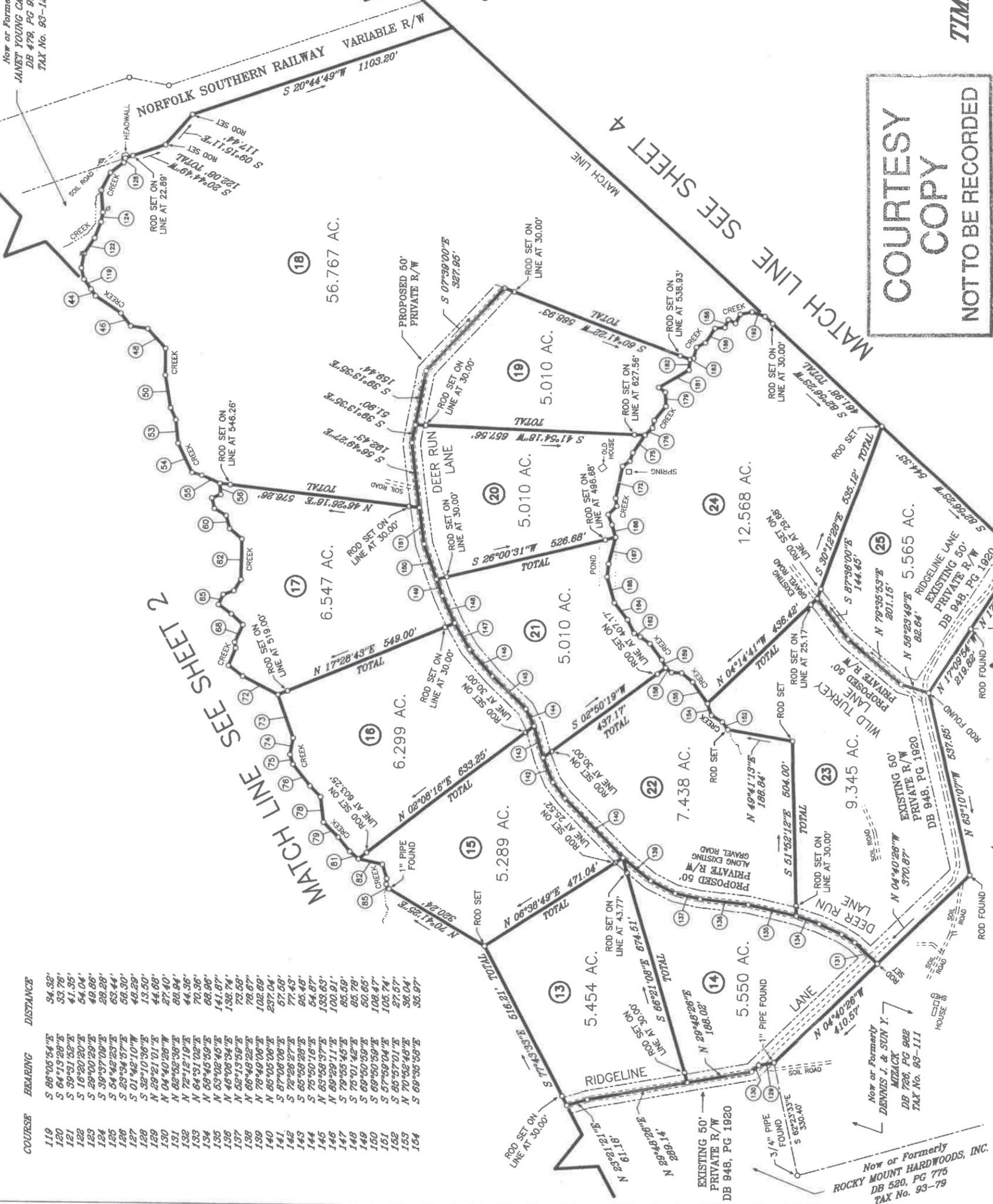
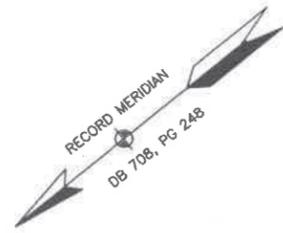
FINAL PLAT
TIMBERLINE RIDGE
LOCATED IN
BLUE RIDGE MAGISTERIAL DISTRICT
FRANKLIN COUNTY, VIRGINIA
DECEMBER 17, 2008
SCALE 1" = 200'
SHEET 2 OF 4
FIELD BK 498, JOB No. 07185, DRAWING No. C-2479



COURSE	BEARING	DISTANCE
110	S 88°05'54"E	34.32'
120	S 64°13'28"E	33.78'
121	S 39°31'52"E	41.35'
122	S 16°20'20"E	54.04'
123	S 29°00'29"E	49.86'
124	S 39°37'09"E	28.28'
125	S 04°42'23"E	63.44'
126	S 23°34'57"E	58.30'
127	S 01°42'10"W	48.29'
128	S 32°10'36"E	13.50'
129	N 29°21'01"E	44.68'
130	N 04°40'28"W	27.40'
131	N 89°52'39"E	68.94'
132	N 72°12'19"E	44.36'
133	N 64°31'02"E	70.36'
134	N 68°45'59"E	68.96'
135	N 53°02'45"E	141.87'
136	N 46°08'34"E	138.74'
137	N 53°13'59"E	73.58'
138	N 66°48'22"E	78.67'
139	N 78°49'08"E	102.69'
140	N 85°05'08"E	237.04'
141	S 87°08'08"E	67.56'
142	S 72°26'27"E	77.43'
143	S 65°50'28"E	65.48'
144	S 75°50'16"E	54.87'
145	N 89°28'11"E	100.91'
146	S 79°55'45"E	65.59'
147	S 75°01'42"E	65.79'
148	S 69°50'59"E	60.65'
149	S 69°50'59"E	108.47'
150	S 67°58'04"E	108.74'
151	S 65°57'01"E	27.57'
152	N 70°52'48"E	36.04'
153	S 69°52'58"E	35.97'

COURSE	BEARING	DISTANCE
155	S 84°42'37"E	74.71'
156	N 79°12'35"E	40.87'
157	N 42°03'07"E	29.01'
158	N 78°27'23"E	21.17'
159	S 76°04'01"E	25.79'
160	S 86°41'09"E	58.57'
161	N 75°23'20"E	33.46'
162	N 70°54'08"E	20.30'
163	S 77°16'13"E	42.73'
164	S 68°03'19"E	61.31'
165	S 66°09'49"E	77.89'
166	S 45°09'58"E	37.67'
167	S 36°06'32"E	78.88'
168	S 66°21'47"E	37.69'
169	S 70°14'43"E	31.80'
170	S 08°14'57"E	34.77'
171	S 08°11'44"E	22.68'
172	S 38°54'01"E	87.05'
173	S 02°32'44"W	26.69'
174	S 31°04'30"E	26.31'
175	S 19°46'33"E	61.32'
176	S 04°22'45"E	28.69'
177	S 37°12'04"E	21.90'
178	S 11°51'14"E	52.68'
179	S 63°16'10"E	40.78'
180	N 78°34'34"E	23.36'
181	S 09°04'28"W	69.70'
182	S 44°54'56"E	30.57'
183	S 19°58'08"W	10.80'
184	S 35°31'13"E	33.05'
185	S 10°47'20"W	28.26'
186	S 17°32'38"E	60.61'
187	S 34°31'33"W	28.53'
188	S 28°39'45"E	24.84'
189	S 68°11'02"W	22.97'
190	S 22°27'20"E	28.40'
191	S 28°45'46"W	34.30'
192	S 57°57'25"W	38.17'

Now or Formerly
JANET YOUNG CAMDEN
 DB 479, PG 895
 TAX No. 93-121



COURTESY COPY
 NOT TO BE RECORDED

FINAL PLAT
TIMBERLINE RIDGE
 LOCATED IN
 BLUE RIDGE MAGISTERIAL DISTRICT
 FRANKLIN COUNTY, VIRGINIA
 DECEMBER 17, 2008
 SCALE 1" = 200'



Now or Formerly
DENNIS J. & SUN Y. MIZACK
 DB 726, PG 982
 TAX No. 93-111

Now or Formerly
ROCKY MOUNT HARDWOODS, INC.
 DB 520, PG 775
 TAX No. 93-79

CORNERSTONE LAND SURVEYING, INC.
 250 SOUTH MAIN STREET
 P. O. BOX 779
 ROCKY MOUNT, VIRGINIA 24151
 540-489-3590

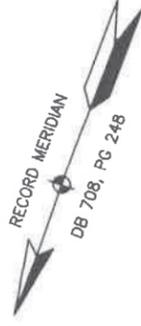
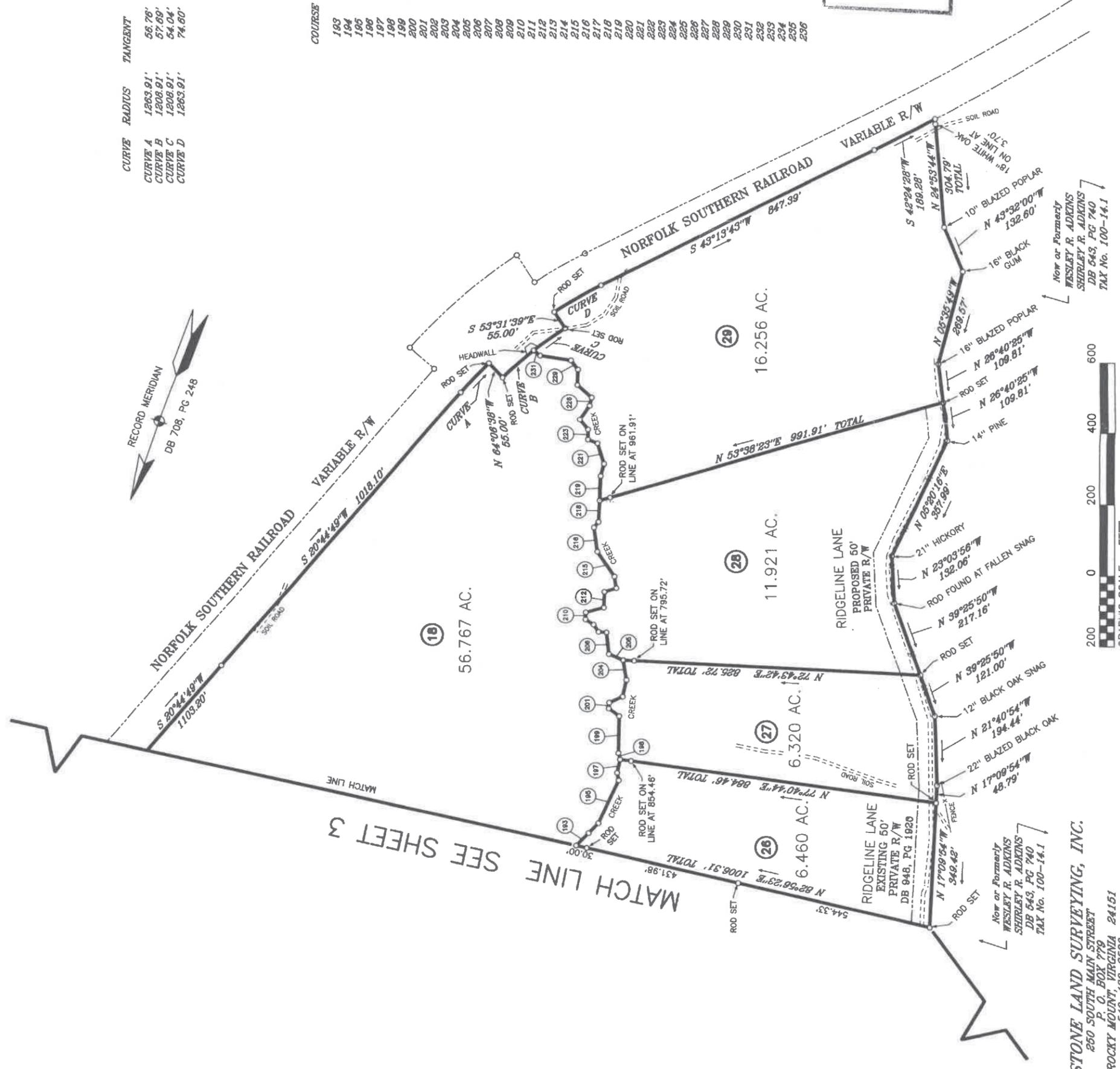
CURVE	RADIUS	TANGENT	LENGTH	DELTA	CHORD	CH BEARING
CURVE A	1263.91'	56.76'	113.44'	5°08'33"	113.40'	S 23°19'05"W
CURVE B	1263.91'	57.69'	116.29'	5°27'50"	116.24'	S 28°37'17"W
CURVE C	1263.91'	54.04'	108.01'	5°07'09"	107.98'	S 33°54'47"W
CURVE D	1263.91'	74.60'	149.03'	6°45'22"	148.95'	S 39°51'02"W

COURSE	BEARING	DISTANCE
183	S 25°08'17"W	48.87'
184	S 23°32'49"W	30.07'
185	S 04°54'19"W	132.30'
186	S 30°45'14"E	21.52'
187	S 07°40'33"E	38.78'
188	S 34°54'41"E	18.09'
189	S 18°36'55"E	103.08'
200	S 79°08'49"E	36.57'
201	S 15°00'28"E	16.41'
202	S 45°02'47"W	40.22'
203	S 07°46'59"E	47.68'
204	S 29°08'24"E	58.65'
205	S 86°43'31"E	42.99'
206	S 28°19'43"E	61.41'
207	N 70°09'29"E	22.02'
208	S 54°23'55"E	24.84'
209	S 79°41'23"E	26.74'
210	S 19°38'03"E	19.87'
211	S 64°04'23"W	51.76'
212	S 17°37'55"E	45.03'
213	S 59°03'39"W	34.30'
214	S 29°02'57"E	32.72'
215	S 04°11'54"E	63.96'
216	S 28°08'36"E	68.71'
217	S 18°28'24"W	19.84'
218	S 16°46'41"E	60.17'
219	S 17°54'35"E	68.70'
220	S 04°26'09"E	35.05'
221	S 37°58'59"E	59.28'
222	S 86°01'22"E	28.45'
223	S 19°18'00"E	28.34'
224	S 59°21'08"E	36.43'
225	S 14°46'08"W	47.47'
226	S 06°28'18"E	24.17'
227	S 69°17'02"E	53.23'
228	S 19°15'36"E	43.65'
229	S 69°09'30"E	32.07'
230	N 79°48'29"E	86.11'
231	S 72°13'27"E	23.12'
232	N 28°34'30"E	60.74'
233	S 78°28'23"E	40.05'
234	S 65°56'06"E	44.46'
235	S 45°55'18"E	32.60'
236	S 27°19'02"E	178.64'

COURTESY
COPY
NOT TO BE RECORDED

TIMBERLINE RIDGE
FINAL PLAT
LOCATED IN
BLUE RIDGE MAGISTERIAL DISTRICT
FRANKLIN COUNTY, VIRGINIA
DECEMBER 17, 2008
SCALE 1" = 200'
SHEET 4 OF 4

FIELD BK 499, JOB No. 07186, DRAWING No. C-2479



MATCH LINE SEE SHEET 3

CORNERSTONE LAND SURVEYING, INC.
260 SOUTH MAIN STREET
P. O. BOX 779
ROCKY MOUNT, VIRGINIA 24151
540-489-3590

Now or Formerly
WESLEY R. ADKINS
SHERLEY R. ADKINS
DB 643, PG 740
TAX No. 100-14.1

Now or Formerly
WESLEY R. ADKINS
SHERLEY R. ADKINS
DB 643, PG 740
TAX No. 100-14.1

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of May 2nd 2024, between **Wilderness Stuart Inc** owner of record of the Property sold herein (hereinafter referred to as the "Seller"), and _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

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

- a. Parcel ID 0930300100, 0930300200, 0930300300, 0930300400, 0930300500, 0930300600, 0930300700, 0930300800, 0930300900, 0930301000, 0930301100, 0930301200, 0930301300, 0930301400, 0930301500, 0930301600, 0930301700, 0930301800, 0930301900, 0930302000, 0930302100, 0930302200, 0930302300, 0930302400, 0930302500, 0930302600, 0930302700, 0930302800, 0930302900; Consisting of +/-267.835 acres and improvements

Address: TBD Timber Line Rd, Ferrum, VA 24088

2. Purchase Price: The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: _____

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

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

4. Settlement Agent and Possession. Settlement shall be made at _____ on or before **June 17th 2024** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. Required Disclosures.

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

Seller's Initials _____

Purchaser's Initials _____

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

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

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

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is not attached because property is vacant land and exempt.

(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

Seller's Initials _____

Purchaser's Initials _____

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.

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

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

Seller's Initials _____

Purchaser's Initials _____

(f) **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.

6. 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

Seller’s Initials _____

Purchaser’s Initials _____

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.

(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

Seller's Initials _____

Purchaser's Initials _____

single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

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

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

Seller's Initials _____

Purchaser's Initials _____

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

Wilderness Stuart Inc Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Purchaser Name

Address

Phone # Email

(Purchaser signature) Date

Seller's Initials _____

Purchaser's Initials _____