



# 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** – BREWSTER A GRIFFITH 2014 REV TRUST, by and through Bruce Griffith, Trustee and WILLIAM PAUL GRIFFITH SR 2014 REV TRUST, by and through William Paul Griffith, Jr., Trustee

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Thursday, June 26th, 2025 at 3 PM

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

See Paragraph 16 that addresses the **"SOFT CLOSE"**.

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

### **OFFERING** –

#### **Legally described as:**

***Offering #1:*** +/-26.557 Acres; Portion of Parcel ID: 4919-21 AND Portion of Parcel ID: 4918-43; HYLTON I#15-1528; JNT CRK CR "BRADFORD" I#15-1528 PL:24-1447

***Offering #2:*** +/-55.452 Acres; Portion of Parcel ID: 4919-21; HYLTON I#15-1528

***Offering #3:*** +/-36.279 Acres; Portion of Parcel ID: 4919-21 AND Portion of Parcel ID: 4918-43; HYLTON I#15-1528; JNT CRK CR "BRADFORD" I#15-1528 PL:24-1447

***Offering #4:*** +/-19.360 Acres; Portion of Parcel ID: 4919-21 AND Portion of Parcel ID: 4918-43; HYLTON I#15-1528; JNT CRK CR "BRADFORD" I#15-1528 PL:24-1447

***Offering #5:*** +/-18.851 Acres; Portion of Parcel ID: 4918-43; JNT CRK CR "BRADFORD" I#15-1528 PL:24-1447

**Address:** TBD Shortcut Dr., Woolwine, VA 24185

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, June 26<sup>th</sup>, 2025 at 3 PM (EST)**

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

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

### **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 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](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder

will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A **\$5,000 PER OFFERING** 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, August 11<sup>th</sup>, 2025**. 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering will need to be high bidder on all offerings desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 17) **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.

- 18) **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).
- 19) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

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](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

**Firm State License #'s**

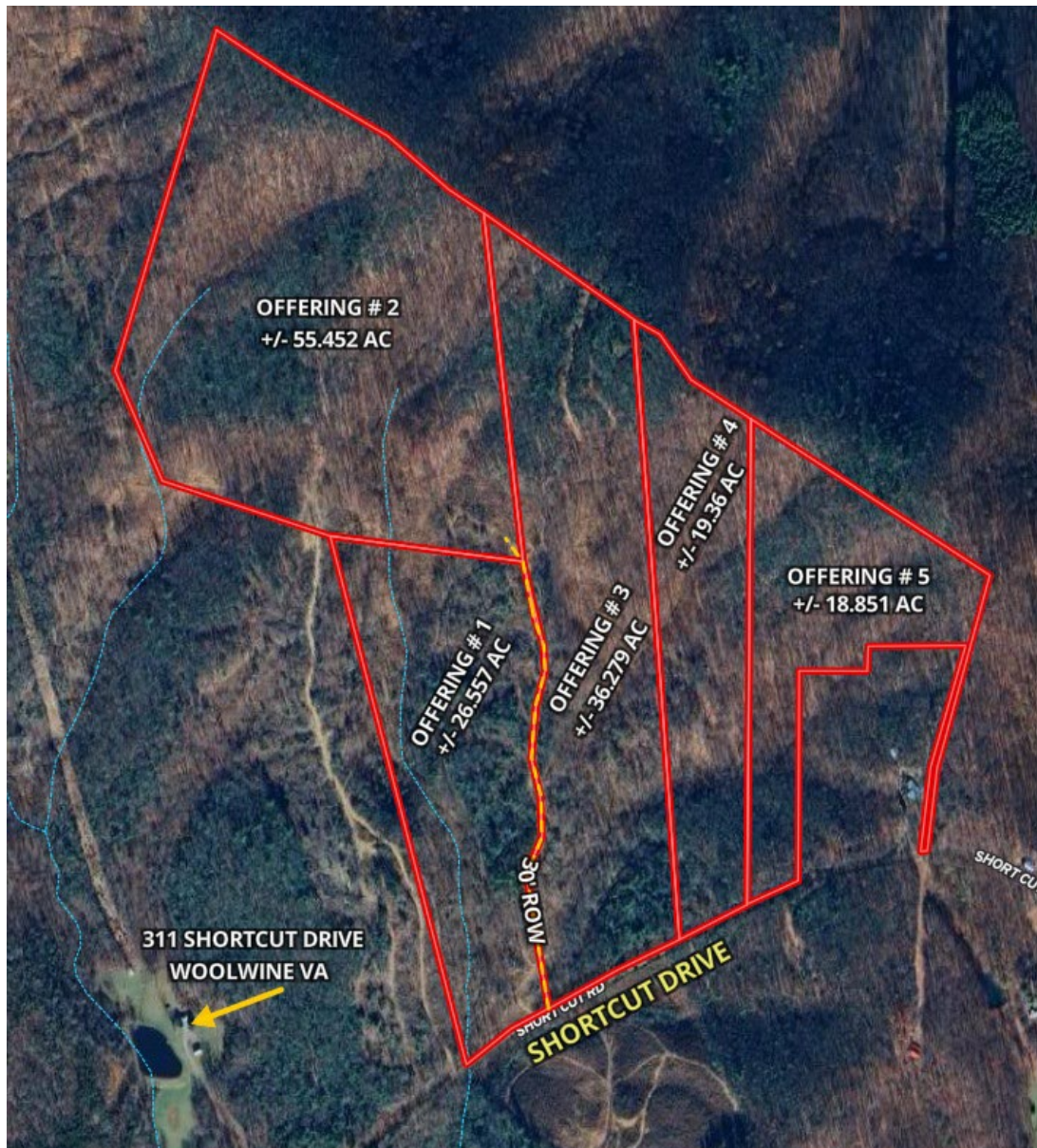
Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208





# Aerial

## Auction Services



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





**Auction Services**

# 3-D Aerial



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



# Aerial

Offering #1

+/-26.557 AC



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





# Aerial

Offering #2  
+/-55.452 AC



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

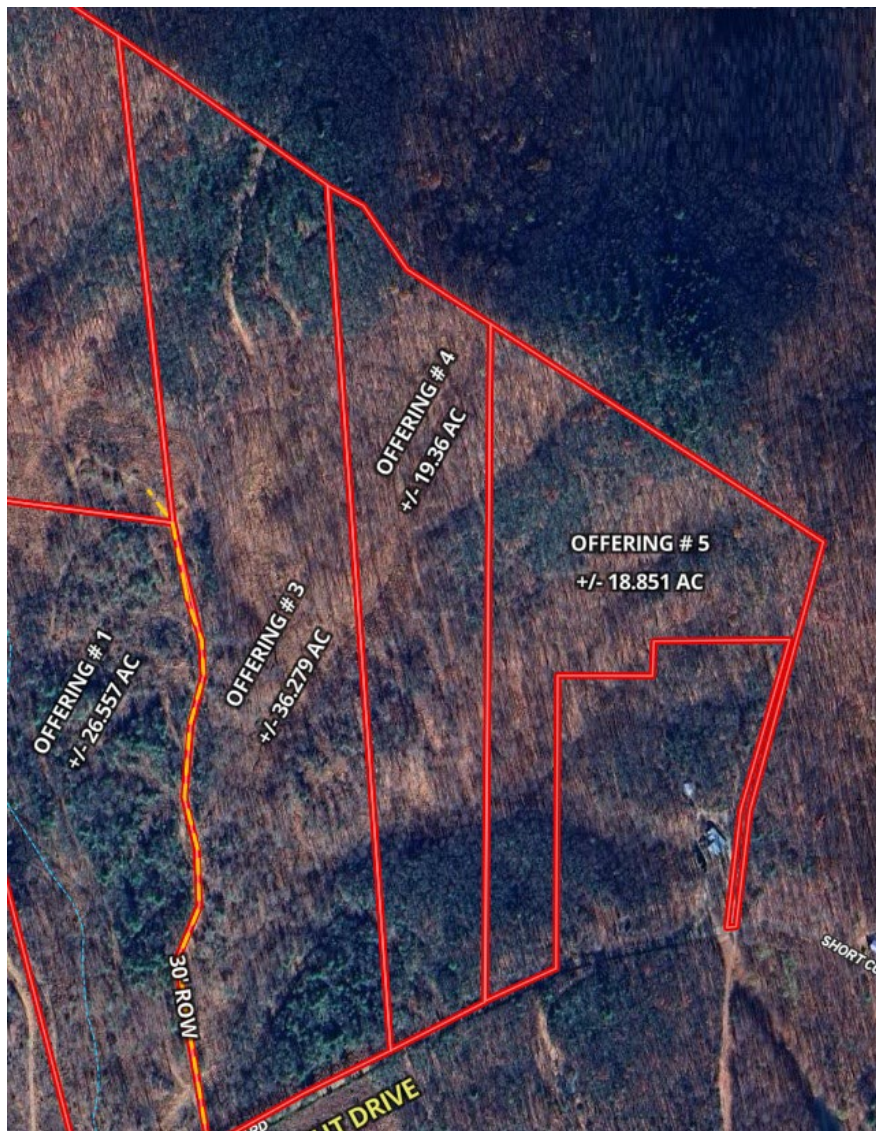


# Aerial

Offering #3: +/-36.279 AC

Offering #4: +/-19.36 AC

Offering #5: +/-18.851 AC

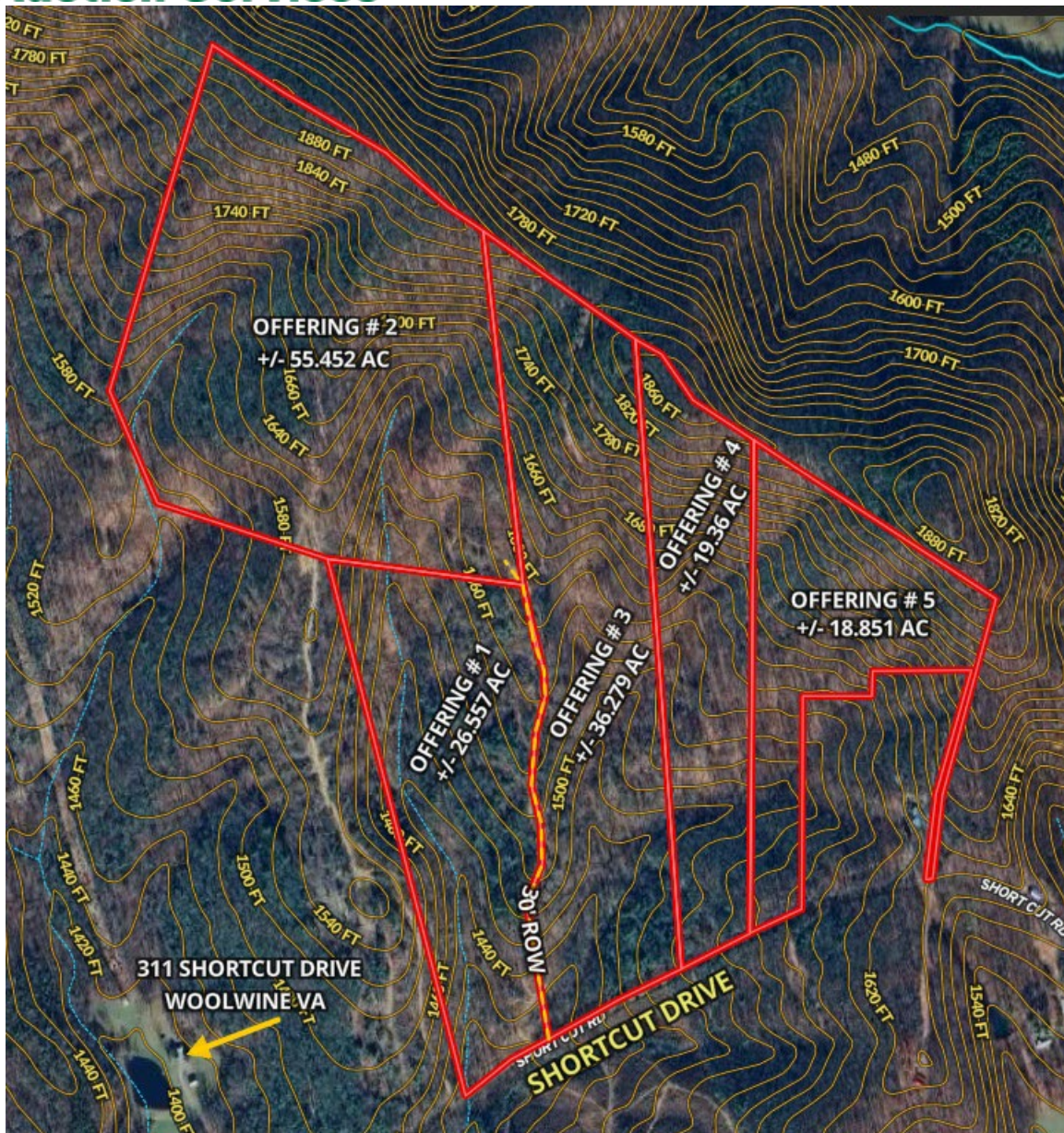


**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



# Contour

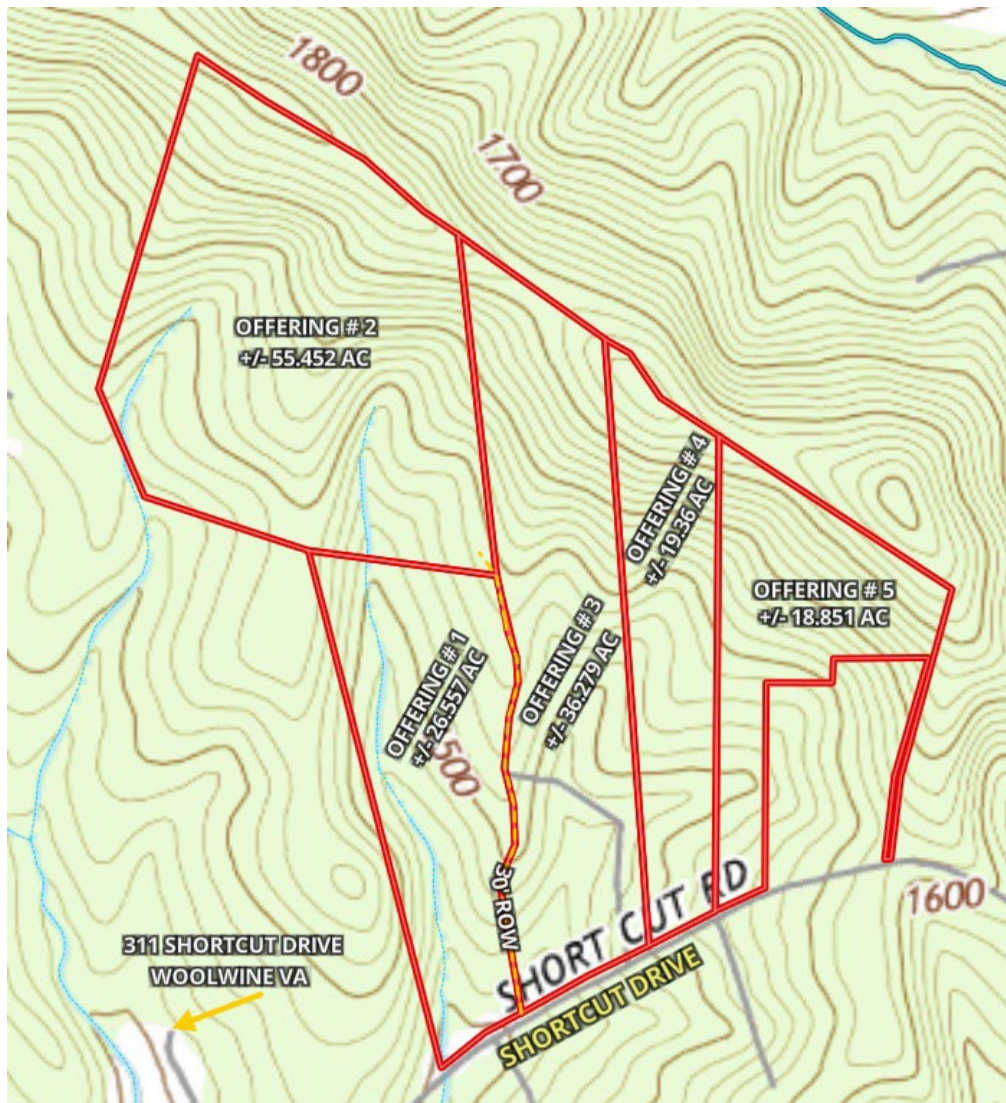
## Auction Services



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



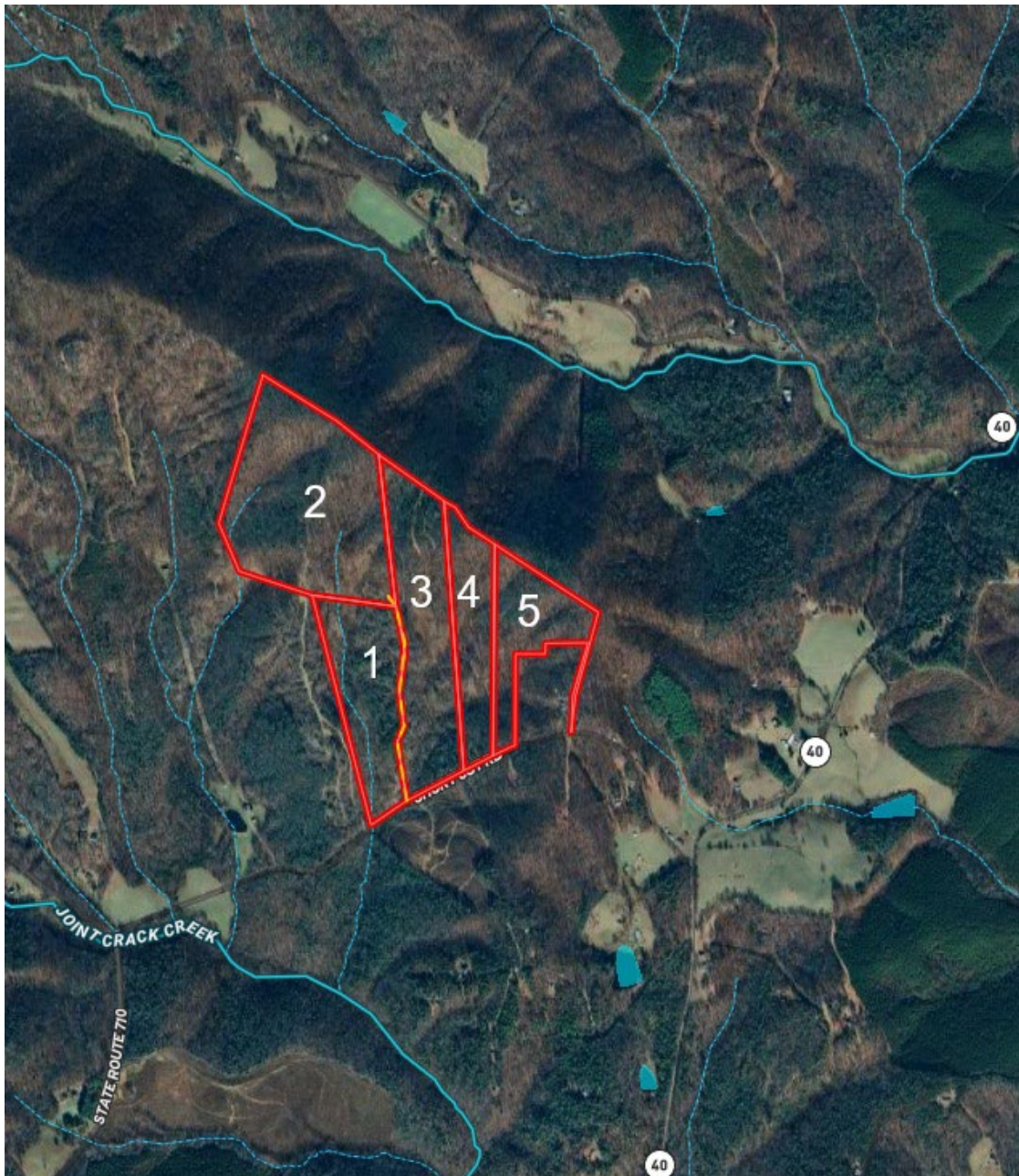
# Topo



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

# Neighborhood

TBD Shortcut Dr.,  
Woolwine, VA 24185

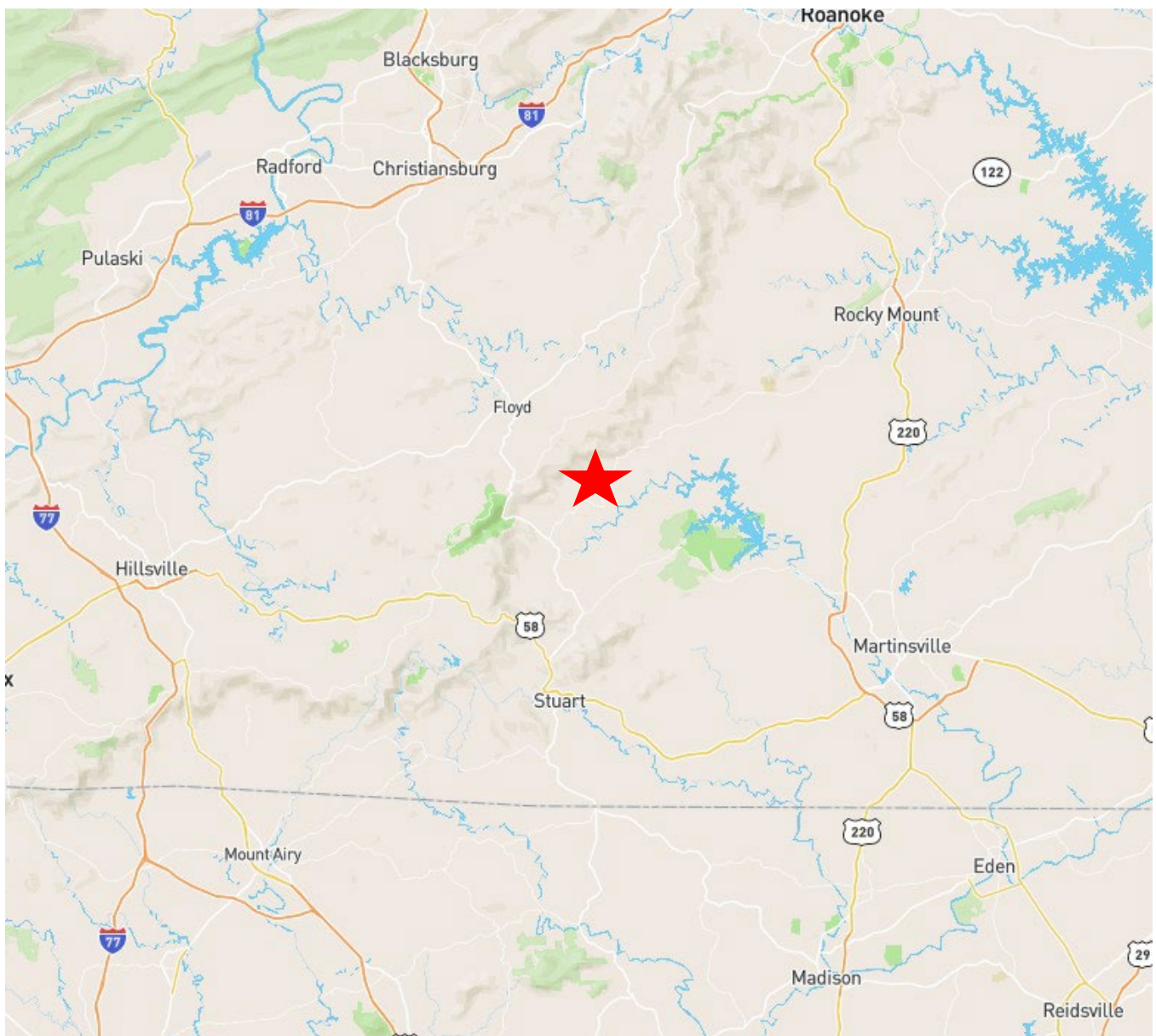






# Location

TBD Shortcut Dr.,  
Woolwine, VA 24185









12877

Assess Year: 2025  
Printed: 2025-04-29 15:32

Values	
Land:	122,100
Build:	0
Other:	0
Total:	122,100
Heated SF:	
Road:	716
Class:	5
MH:	0
Acres:	69.7720

Building Info	
Cnst:	YrBlt:
Bsnm:	YrRmd:
Fuel:	YrEff:
Fndt:	PhysC:
Roof:	FEDP:
Rfmt:	DEPO:
Wall:	SndVal:
Floor:	Rms:

Reassessment		Date	Info By
List:	Initials DT	02/28/2020	E
Review:			
Revisit:			
Appeal:			
Last Reval: 2021			

Land:	Segment	Class Description	Method	Grade	Acres	Lots	Base Rate	Adjusted Rate	Asmt Value
	1	23 WOODLAND	ACREAGE METHOD	S	69.7720		2,500	1,750	122,101



# No Sketch

CLR240001448

**GRANTEE'S ADDRESS:**  
514 Poplar Camp Road  
Ferrum, VA 24088

**PREPARED BY:**  
Harold E. Slate, II, VSB #70299  
403 Patrick Avenue  
Stuart, VA 24171

**RETURN TO:**  
Appalachian Title Co., Inc.  
104 W. Blue Ridge Street  
Stuart, VA 24171

Title Underwriter: Unknown

Actual Value: \$12,000  
Consideration: \$12,000

Tax Map #: Portion of: 4919-(-)-21-  
Account #: 90385

**DAVID SHANE HADEN**

FROM: DEED

**BREWSTER A. GRIFFITH, Trustee of the  
BREWSTER A. GRIFFITH 2014 REVOCABLE TRUST  
under Agreement dated October 30, 2014**

**WILLIAM PAUL GRIFFITH, JR., Successor Trustee of the  
WILLIAM PAUL GRIFFITH, SR. 2014 REVOCABLE TRUST  
under Agreement dated September 24, 2014**

THIS DEED, made and entered into this 6 day of September, 2024, by and between BREWSTER A. GRIFFITH, Trustee of the BREWSTER A. GRIFFITH 2014 REVOCABLE TRUST under Agreement dated October 30, 2014 and WILLIAM PAUL GRIFFITH, JR., Successor Trustee of the WILLIAM PAUL GRIFFITH, SR. 2014 REVOCABLE TRUST, under Agreement dated September 24, 2014, Grantors, and DAVID SHANE HADEN, Grantee;

WITNESSETH:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do hereby bargain, sell, grant and convey unto the said DAVID SHANE HADEN, in fee simple with General Warranty and New English Covenants of title, all that certain tract or parcel of

HAROLD E. SLATE, II  
ATTORNEY AT LAW  
H.E. "CHIP" SLATE, II, P.C.  
FLOYD, VIRGINIA  
STUART, VIRGINIA  
VSB #70299

land with improvements thereon and appurtenances thereunto belonging, lying and being in the Smith River Magisterial District of Patrick County, Virginia, and being more particularly described as follows, to-wit:

Tract "B," Containing 6.000 acres, as shown on Plat of Survey entitled "BRYAN LESLIE and DAVID SHANE HADEN," prepared by R. Cleve Lawson, LS, dated August 12, 2024, and recorded simultaneously herewith in the Clerk's Office of the Circuit Court of Patrick County, Virginia; and

BEING a portion of that same tract or parcel of land conveyed as "Parcel 12" to Brewster A. Griffith, Trustee of the Brewster A. Griffith 2014 Revocable Trust dated October 30, 2014 and to William Paul Griffith, Sr., Trustee of the William Paul Griffith, Sr. 2014 Revocable Trust dated September 24, 2014, by Deed from Griffith Land and Timber, aka Griffith Land & Timber, aka Griffith Lane and Timber Company, dated January 9, 2015, and recorded in the aforesaid Clerk's Office as Instrument Number 150001528, to which deed and map reference is here made for a more particular description of the property herein conveyed.

William Paul Griffith, Sr. died testate June 2, 2020, and pursuant to his Last Will and Testament of record as Instrument Number WF200000095, he appointed William Paul Griffith, Jr. as Successor Trustee of the William Paul Griffith, Sr. 2014 Revocable Trust dated September 24, 2014.

This conveyance is subject to any and all easements, covenants and restrictions of record as they may lawfully apply to the aforesaid property.

**NO TITLE EXAMINATION PERFORMED BY HAROLD E. SLATE, II NOR H. E. "CHIP" SLATE, II, P.C. IN PREPARING THIS DEED.**

WITNESS the following signatures and seals.

HAROLD E. SLATE, II  
ATTORNEY AT LAW  
H.E. "CHIP" SLATE, II, P.C.  
FLOYD, VIRGINIA  
STUART, VIRGINIA  
VSB #70299



Brewster A. Griffith  
BREWSTER A. GRIFFITH, Trustee of the BREWSTER A.  
GRIFFITH 2014 REVOCABLE TRUST dated October 30,  
2014

STATE OF VIRGINIA,  
COUNTY OF PATRICK, TO-WIT:

The foregoing Deed was acknowledged before me by BREWSTER A. GRIFFITH,  
Trustee of the BREWSTER A. GRIFFITH 2014 REVOCABLE TRUST dated October 30,  
2014, this 6 day of September, 2024.

My Commission expires:  
Notary Registration #:

Judy Hylton Pack  
Notary Public  
JUDY HYLTON PACK  
NOTARY PUBLIC  
REG. #295706  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES FEBRUARY 29, 2028

William Paul Griffith  
WILLIAM PAUL GRIFFITH, JR., Successor Trustee  
of the WILLIAM PAUL GRIFFITH, SR. 2014  
REVOCABLE TRUST, dated September 24, 2014

STATE OF VIRGINIA,  
COUNTY OF PATRICK, TO-WIT:

The foregoing Deed was acknowledged before me by WILLIAM PAUL GRIFFITH, JR.,  
Successor Trustee of the WILLIAM PAUL GRIFFITH, SR. 2014 REVOCABLE TRUST dated  
September 24, 2014, this 6 day of September, 2024.

My Commission expires:  
Notary Registration #:

Judy Hylton Pack  
Notary Public  
JUDY HYLTON PACK  
NOTARY PUBLIC  
REG. #295706  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES FEBRUARY 29, 2028

HAROLD E. SLATE, II  
ATTORNEY AT LAW  
H.E. "CHIP" SLATE, II, P.C.  
FLOYD, VIRGINIA  
STUART, VIRGINIA  
VSB #70299

CLR240001446

**GRANTEE'S ADDRESS:**

65 Poplar Lane  
Indian Head, MD 20640

**PREPARED BY:**

Harold E. Slate, II, VSB #70299  
403 Patrick Avenue  
Stuart, VA 24171

**RETURN TO:**

Appalachian Title Co., Inc.  
104 W. Blue Ridge Street  
Stuart, VA 24171

Title Underwriter: Fidelity National Title Ins. Co.

Actual Value: \$123,670  
Consideration: \$123,670

Tax Map #: Portions of: 4919-(-)-21- and 4918-(-)-43-  
Account #: 90385 and 90384

**BRYAN DAVID LESLIE**

FROM: DEED

**BREWSTER A. GRIFFITH, Trustee of the  
BREWSTER A. GRIFFITH 2014 REVOCABLE TRUST  
under Agreement dated October 30, 2014**

**WILLIAM PAUL GRIFFITH, JR., Successor Trustee of the  
WILLIAM PAUL GRIFFITH, SR. 2014 REVOCABLE TRUST  
under Agreement dated September 24, 2014**

**THIS DEED**, made and entered into this 6 day of September, 2024, by and  
between BREWSTER A. GRIFFITH, Trustee of the BREWSTER A. GRIFFITH 2014  
REVOCABLE TRUST under Agreement dated October 30, 2014 and WILLIAM PAUL  
GRIFFITH, JR., Successor Trustee of the WILLIAM PAUL GRIFFITH, SR. 2014  
REVOCABLE TRUST, under Agreement dated September 24, 2014, Grantors, and BRYAN  
DAVID LESLIE, Grantee;

**WITNESSETH:**

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable  
consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantors do  
hereby bargain, sell, grant and convey unto the said BRYAN DAVID LESLIE, in fee simple  
with General Warranty and New English Covenants of title, all that certain tract or parcel of

HAROLD E. SLATE, II  
ATTORNEY AT LAW  
H.E. "CHIP" SLATE, II, P.C.  
FLOYD, VIRGINIA  
STUART, VIRGINIA  
VSB #70299

land with improvements thereon and appurtenances thereunto belonging, lying and being in the Smith River Magisterial District of Patrick County, Virginia, and being more particularly described as follows, to-wit:

Tract "A," Containing 61.835 acres, as shown on Plat of Survey entitled "BRYAN LESLIE and DAVID SHANE HADEN," prepared by R. Cleve Lawson, LS, dated August 12, 2024, and recorded simultaneously herewith in the Clerk's Office of the Circuit Court of Patrick County, Virginia; and

BEING a portion of "Parcel 12" and a portion of "Parcel 20" conveyed to Brewster A. Griffith, Trustee of the Brewster A. Griffith 2014 Revocable Trust dated October 30, 2014 and to William Paul Griffith, Sr., Trustee of the William Paul Griffith, Sr. 2014 Revocable Trust dated September 24, 2014, by Deed from Griffith Land and Timber, aka Griffith Land & Timber, aka Griffith Lane and Timber Company, dated January 9, 2015, and recorded in the aforesaid Clerk's Office as Instrument Number 150001528, to which deed and map reference is here made for a more particular description of the property herein conveyed.


William Paul Griffith, Sr. died testate June 2, 2020, and pursuant to his Last Will and Testament of record as Instrument Number WF200000095, he appointed William Paul Griffith, Jr. as Successor Trustee of the William Paul Griffith, Sr. 2014 Revocable Trust dated September 24, 2014.

Grantors herein reserve a temporary easement over and along the Soil Road shown on the aforesaid Plat of Survey, for ingress and egress to State Route #716 (Short Cut Drive), for as long as Grantors still own their remaining 74.117 acres and 69.772 acres, or until September 30, 2029, whichever shall occur first. Once these tracts are sold or on September 30, 2029, this easement shall be null and void and cease to exist.

This conveyance is subject to any and all easements, covenants and restrictions of record as they may lawfully apply to the aforesaid property.

NO TITLE EXAMINATION PERFORMED BY HAROLD E. SLATE, II NOR H. E.  
"CHIP" SLATE, II, P.C. IN PREPARING THIS DEED.

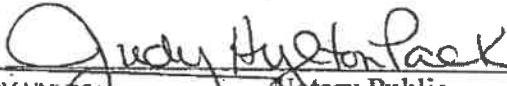
WITNESS the following signatures and seals.

  
BREWSTER A. GRIFFITH, Trustee of the BREWSTER A.  
GRIFFITH 2014 REVOCABLE TRUST dated October 30,  
2014


STATE OF VIRGINIA,  
COUNTY OF PATRICK, TO-WIT:

The foregoing Deed was acknowledged before me by BREWSTER A. GRIFFITH,  
Trustee of the BREWSTER A. GRIFFITH 2014 REVOCABLE TRUST dated October 30,  
2014, this 6 day of September, 2024.

My Commission expires:  
Notary Registration #:

  
JUDY HYLTON PACK  
NOTARY PUBLIC  
REG. #295706  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES FEBRUARY 29, 2028

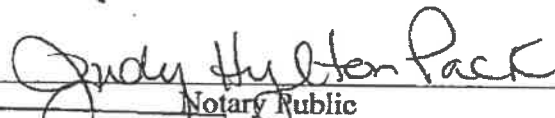
Notary Public

  
WILLIAM PAUL GRIFFITH, JR., Successor Trustee of the  
WILLIAM PAUL GRIFFITH, SR. 2014 REVOCABLE  
TRUST, dated September 24, 2014

STATE OF VIRGINIA,  
COUNTY OF PATRICK, TO-WIT:

The foregoing Deed was acknowledged before me by WILLIAM PAUL GRIFFITH, JR.,  
Successor Trustee of the WILLIAM PAUL GRIFFITH, SR. 2014 REVOCABLE TRUST dated  
September 24, 2014, this 6 day of September, 2024.

My Commission expires:  
Notary Registration #:

  
JUDY HYLTON PACK  
NOTARY PUBLIC  
REG. #295706  
COMMONWEALTH OF VIRGINIA  
MY COMMISSION EXPIRES FEBRUARY 29, 2028

Notary Public

HAROLD E. SLATE, II  
ATTORNEY AT LAW  
H.E. "CHIP" SLATE, II, P.C.  
FLOYD, VIRGINIA  
STUART, VIRGINIA  
VSB #70299



Del. to

RETURN TO:  
ALAN BLACK  
PO BOX 1076  
STUART, VA 24171

1501528

**BREWSTER A. GRIFFITH, AS TRUSTEE  
UNDER AGREEMENT DATED  
OCTOBER 30, 2014, KNOWN AS THE  
BREWSTER A. GRIFFITH 2014  
REVOCABLE TRUST**

**AND**

**WILLIAM PAUL GRIFFITH, SR., AS TRUSTEE  
UNDER AGREEMENT DATED SEPTEMBER  
24, 2014, KNOWN AS THE WILLIAM PAUL  
GRIFFITH, SR. 2014 REVOCABLE TRUST**

**FROM: DEED OF GIFT TAX EXEMPT  
FROM TAX IMPOSED BY SECTIONS  
58.1-801 AND 58.1-802, CODE OF  
VIRGINIA, 1950, AS AMENDED  
BY SECTIONS 58.1-58.1-811(12) AND  
58.1-811(D) OF SUCH CODE.**

**GRIFFITH LAND AND TIMBER,  
A Virginia Partnership,  
AKA GRIFFITH LAND & TIMBER,  
AKA GRIFFITH LAND AND TIMBER COMPANY**

4817 - ( ) - 71; 4817 - ( ) - 74;  
4717 - ( ) - 34A; 4716 - ( ) - 194;  
4717 - ( ) - 35; 5018 - ( ) - 6;  
4817 - ( ) - 17; 4716 - ( ) - 193;  
4716 - ( ) 197; 5318 - ( ) 60;  
4716 - ( ) 6; 4919 - ( ) - 21;  
4817 - ( ) 95; 5119 - ( ) - 1;  
4717 - ( ) - 47; 4717 - ( ) - 48;  
4717 - ( ) - 49; 4617 - ( ) - 37;  
4716 - ( ) - 3; 4716 - ( ) - 4;  
4717 - ( ) - 126; 4717 - ( ) - 131;  
4717 - ( ) - 127; 4918 - ( ) - 43;  
  
4817 - ( ) - 26; 4717 - ( ) - 100;  
4717 - ( ) - 101; 4717 - ( ) - 102;  
4717 - ( ) - 103; 4717 - ( ) - 104;  
4717 - ( ) - 105; 4717 - ( ) - 106;  
4817 - ( ) - 15; 4717 - ( ) - 128 A;  
4717 - ( ) - 129; 4717 - ( ) - 122;  
4717 - ( ) - 124; 4717 - ( ) - 130;  
4714 - ( ) - 33; 4717 - ( ) - 125;  
4717 - ( ) - 108; 4717 - ( ) - 133;  
4817 - ( ) - 16; 4817 - ( ) - 10;  
4816 - ( ) - 17; 4816 - ( ) - 17A;  
4714 - ( ) - 34; 4714 - ( ) - 34A;  
4714 - ( ) - 34B; 4716 - ( ) - 195;  
4716 - ( ) - 196; 4714 - ( ) - 30A;  
4717 - ( ) - 123; 4817 - ( ) - 4;  
4817 - ( ) - 5; 4408 - ( ) - 66

**THIS DEED OF GIFT, made this the 9<sup>th</sup> day of January, 2015, by and between  
GRIFFITH LAND AND TIMBER, A VIRGINIA PARTNERHIP, AKA GRIFFITH  
LAND & TIMBER, and AKA GRIFFITH LAND AND TIMBER COMPANY, Grantor,  
party of the first part, and BREWSTER A. GRIFFITH, AS TRUSTEE UNDER  
AGREEMENT DATED OCTOBER 30, 2014, KNOWN AS THE BREWSTER A.  
GRIFFITH 2014 REVOCABLE TRUST, Grantee, party of the second part. whose address is  
109 Mountain View Heights, Stuart, VA 24171, and WILLIAM PAUL GRIFFITH, SR., AS  
TRUSTEE UNDER AGREEMENT DATED SEPTEMBER 24, 2014, KNOWN AS THE  
WILLIAM PAUL GRIFFITH, SR. 2014 REVOCABLE TRUST, Grantee, party of the third  
part, whose address is 783 Charity Highway. Woolwine, VA 24185.**

**WITNESSETH:**

**THAT FOR AND IN CONSIDERATION** of a gift, the party of the first part does hereby grant and convey with covenants of General Warranty and New English Covenants of Title, unto the party of the second part, **BREWSTER A. GRIFFITH, AS TRUSTEE UNDER AGREEMENT DATED OCTOBER 30, 2014, KNOWN AS THE BREWSTER A. GRIFFITH 2014 REVOCABLE TRUST, a one-half (1/2) undivided interest,** and party of the third part, **WILLIAM PAUL GRIFFITH, SR., AS TRUSTEE UNDER AGREEMENT DATED SEPTEMBER 24, 2014, KNOWN AS THE WILLIAM PAUL GRIFFITH, SR. 2014 REVOCABLE TRUST, a one-half (1/2) undivided interest,** in all of those certain tracts of land, together with the improvements thereon and appurtenances thereunto belonging, lying and being in Smith River Magisterial District, Peters Creek Magisterial District and Dan River Magisterial District of Patrick County, Virginia, being more particularly described as follows:

**PARCEL 1: 1.8894 acres, Smith River Magisterial District; AND BEING** the remainder of that real estate designated as Tract A conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith of record in the Clerk's Office of the Circuit Court of Patrick County, Virginia, in Deed Book 290, at Page 676. Tax Map Number 4817 - ( ) - 71

**PARCEL 2: Tract B containing 15.13 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith, of record in the aforesaid Clerk's Office in Deed Book 290, at Page 674, and Deed Book 290, at Page 676. Tax Map Number 4817 - ( ) - 74

**PARCEL 3: Tract C containing 63 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith of record in the aforesaid Clerk's Office in Deed Book 290, at Page 674, and Deed Book 290, at Page 676. Tax Map Number 4717 - ( ) - 34A

**PARCEL 4: Tract D containing 144.4028 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith of

record in the aforesaid Clerk's Office in Deed Book 290, at Page 674, and Deed Book 290, at Page 676. Tax Map Number 4716 - ( ) - 194

**PARCEL 5: Tract G containing 12 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith, of record in the aforesaid Clerk's Office in Deed Book 290, at Page 676. Tax Map Number 4717 - ( ) - 35

**PARCEL 6: Tract F containing 165.77 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith, of record in the aforesaid Clerk's Office in Deed Book 290, at Page 674, and Deed Book 290, at Page 676. Tax Map Number 5018 - ( ) - 6

**PARCEL 7: Tract I containing 44.411 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith of record in the aforesaid Clerk's Office in Deed Book 290, at Page 676. Tax Map Number 4817 - ( ) - 17

**PARCEL 8: Tract J containing 42 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith of record in the aforesaid Clerk's Office in Deed Book 290, at Page 676. Tax Map Number 4716 - ( ) - 193

**PARCEL 9: Tract H containing 4 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith of record in the aforesaid Clerk's Office in Deed Book 290, at Page 676. Tax Map Number 4716 - ( ) - 197

**PARCEL 10: 35 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber Company by deed dated November 9, 1984, from David C. Bender and Patricia A. Bender of record in the aforesaid Clerk's Office in Deed Book 240, at Page 516. Tax Map Number 5318 - ( ) - 60



**PARCEL 11: Tract L containing 122 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber Company by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith, of record in the aforesaid Clerk's Office in Deed Book 249, at Page 227, and Deed Book 290, at Page 276. Tax Map Number 4716 - ( ) - 6

**PARCEL 12: 122.505 acres, Smith River Magisterial District; AND BEING** the remainder of that real estate conveyed to Griffith Land and Timber Company by deed dated May 15, 1986, from Irvin Luther Hylton and Rita Christie Hylton of record in the aforesaid Clerk's Office in Deed Book 254, at Page 632. Tax Map Number 4919 - ( ) - 21

**PARCEL 13: TRACT N containing 329.6305 acres, Smith River Magisterial District; AND BEING** a portion of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 29, 1992, from Bruce A. Griffith and W. P. (Bill) Griffith of record in the aforesaid Clerk's Office in Deed Book 290, at Page 676. Tax Map Number 4817 - ( ) - 95

**PARCEL 14: 249.39 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber by deed dated May 20, 1993, from John S. Lawrence and Anne S. Lawrence of record in the aforesaid Clerk's Office in Deed Book 293, at Page 777. Tax Map Number 5119 - ( ) - 1

**PARCEL 15: Lot 1 containing .48 acre, Lot 2 containing .66 acre and Lot 3 containing .58 acre, Smith River Magisterial District; AND BEING** the remainder of that real estate conveyed to Griffith Land and Timber by deed dated October 18, 1993, from Lillian C. Turner of record in the aforesaid Clerk's Office in Deed Book 295, at Page 907. Tax Map Numbers 4717 - ( ) - 47, 4717 - ( ) - 48 and 4717 - ( ) - 49

**PARCEL 16: 91.9409 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber by deed dated November 6, 1993, from Billy G. Hinton and Evelyn P. Hinton of record in the aforesaid Clerk's Office in Deed Book 296, at Page 430. Tax Map Number 4617 - ( ) - 37

**PARCEL 17: 1.5 acres and 1.0 acre, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber by deed dated December 10, 1993, from Timothy W. Belcher and Kelly M. Belcher of record in the aforesaid Clerk's Office in Deed Book 297, at Page 267. Tax Map Numbers 4716 - ( ) - 3 and 4716 - ( ) - 4

**PARCEL 18: 10.873 acres and 7.7654 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated April 11, 1994, from Carl F. Griffith and Opal K. Griffith of record in the aforesaid Clerk's Office in Deed Book 299, at Page 190. Tax Map Numbers 4717 - ( ) - 126 and 4717 - ( ) - 131

**PARCEL 19: 1.00 acre, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated June 22, 1994, from James R. Shipton and Connie D. Shipton of record in the aforesaid Clerk's Office in Deed Book 301, at Page 396. Tax Map Number 4717 - ( ) - 127.

**PARCEL 20: 89.644 acres, Smith River Magisterial District; AND BEING** the remainder of that real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated September 27, 1996, from Lynn L. Bradford and Suzanne C. Bradford of record in the aforesaid Clerk's Office in Deed Book 316, at Page 752. Tax Map Number 4918 - ( ) - 43

**PARCEL 21: 113.28 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated August 5, 1998, from Marcus A. Brinks and Martin F. Clark, Special Commissioners, of record in the aforesaid Clerk's Office in Deed Book 332, at Page 446. Tax Map Number 4817 - ( ) - 26

**PARCEL 22: 46.50 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated August 14, 1998, from Derrek S. Archer, Jr. and Pamela G. Archer, of record in the aforesaid Clerk's Office in Deed Book 334, at Page 501. Tax Map Number 4717 - ( ) - 100

**PARCEL 23: 2.817 acres, 2.0265 acres, 1.47 acres, 0.936 acre, 2.396 acres and 2.853 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated August 23, 1999, from Walter McNeil and Linda G. McNeil of record in the aforesaid Clerk's Office in Deed Book 342, at Page 546. Tax Map Numbers 4717 - ( ) - 101, 4717 - ( ) - 102, 4717 - ( ) - 103; 4717 - ( ) - 104, 4717 - ( ) - 105, and 4717 - ( ) - 106

**PARCEL 24: 1.252 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July

21, 2000, from William D. Walker of record in the aforesaid Clerk's Office as Instrument Number 0001789. Tax Map Number 4817 - ( ) - 15

**PARCEL 25: 0.1141 acre and 0.932 acre, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated August 21, 2000, from Robert D. Whitlow of record in the aforesaid Clerk's Office as Instrument Number 0002074. Tax Map Numbers 4717 - ( ) - 128 A and 4717 - ( ) - 129

**PARCEL 26: 4.848 acres, 1.9894 acres, and 2.288 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated September 12, 2000, from Eldee Benson Howell of record in the aforesaid Clerk's Office as Instrument Number 0002185. Tax Map Numbers 4717 - ( ) - 122; 4717 - ( ) - 124, and 4717 - ( ) - 130

**PARCEL 27: 40 acres, Peters Creek Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated January 1, 2001, from Johnny R. Pendleton, et als, of record in the aforesaid Clerk's Office as Instrument Number 0100004. Tax Map Number 4714 - ( ) - 33

**PARCEL 28: 4.731 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated January 5, 2001, from David Neill Watson and Kay R. Watson, of record in the aforesaid Clerk's Office as Instrument Number 0100047. Tax Map Number 4717 - ( ) - 125

**PARCEL 29: 1.812 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated August 23, 2001, from Stephen Lynwood Daniel and Brenda Eilene Daniel of record in the aforesaid Clerk's Office as Instrument Number 0102656. Tax Map Number 1717 - ( ) - 108

**PARCEL 30: 40.5 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated January 31, 2002, from Lawrence Melvin DeHart, Sr. et als, of record in the aforesaid Clerk's Office as Instrument Number 0200402. Tax Map Number 4717 - ( ) - 133

**PARCEL 31: 9.13 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated September 16, 2002, from Robert M. Talley, II and Susan M. Talley, of record in the aforesaid Clerk's Office as Instrument Number 0202706. Tax Map Number 4817 - ( ) - 16



**PARCEL 32: 29.7303 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated March 10, 2003, from Laura W. Griffith of record in the aforesaid Clerk's Office as Instrument Number 0300917. Tax Map Number 4817 - ( ) - 10

**PARCEL 33: 4.73 acres and 1.001 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated December 15, 2003, from William Larry Clark and James B. Clark of record in the aforesaid Clerk's Office as Instrument Number 0304543. Tax Map Number 4816 - ( ) - 17 and 4816 - ( ) - 17 A

**PARCEL 34: 4.032 acres, 2.00 acres and 2.00 acres, Peters Creek Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated May 2, 2004, from Southern Development Corporation of record in the aforesaid Clerk's Office as Instrument Number 0400369. Tax Map Numbers 4717 - ( ) - 34; 4717 - ( ) - 34 A and 4717 - ( ) - 34 B

**PARCEL 35: 40 acres and 15 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated April 27, 2004, from Larry D. Haden, Executor of the Estate of Hoy C. Haden, of record in the aforesaid Clerk's Office as Instrument Number 0501340. Tax Map Numbers 4716 - ( ) - 195 and 4716 - ( ) - 196

**PARCEL 36: 50.378 acres, Peters Creek Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated December 27, 2006, from George W. Harris and Catherine B. Harris of record in the aforesaid Clerk's Office as Instrument Number 0603183. Tax Map Number 4717 - ( ) - 30 A

**PARCEL 37: 1.2181 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated May 29, 2007, from Shirley O. Walker of record in the aforesaid Clerk's Office as Instrument Number 0701393. Tax Map Number 4717 - ( ) - 123

**PARCEL 38: 3.5647 acres and 1.524 acres, Smith River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated July 16, 2007, from Betty D. Greenwale of record in the aforesaid Clerk's Office as Instrument Number 0701951. Tax Map Number 4817 - ( ) - 4 and 4817 - ( ) - 5

**PARCEL 39: 40.786 acres, Dan River Magisterial District; AND BEING** the same real estate conveyed to Griffith Land and Timber, a Virginia Partnership, by deed dated August 24, 2009, from James W. Ingle and Carolyn B. Ingle of record in the aforesaid Clerk's Office as Instrument Number 0901843.

**TO HAVE AND TO HOLD** the above parcels, in fee simple, upon the trusts and for the uses and purposes set forth herein and in certain Revocable Trust Agreements between Brewster A. Griffith, as Grantor, and Brewster A. Griffith, as Trustee, known as the Brewster A. Griffith 2014 Revocable Trust dated October 30, 2014, (hereinafter referred to as the "Brewster A. Griffith Trust Agreement"), and in certain Revocable Trust Agreements between William Paul Griffith, Sr., as Grantor and William Paul Griffith, Sr., as Trustee, known as the William Paul Griffith, Sr. 2014 Revocable Trust dated September 24, 2014, (hereinafter referred to as the "William Paul Griffith Trust Agreement").

The Brewster A. Griffith Trust Agreement and the William Paul Griffith Trust Agreement confer unto the Trustees full power and authority to exercise all powers granted fiduciaries under Sections 64.2-105, Code of Virginia, 1950, as amended; which section provides that the Trustees may lease, sell, assign, exchange, transfer and convey the property hereby conveyed, under such terms and conditions as the Trustees deem advisable; to borrow money for periods of time upon such terms and conditions and from such persons or entities as the Trustees deem advisable; to mortgage or pledge the property as may be required to secure such loans; and to repair, alter, improve, renovate, reconstruct or demolish improvements on the property.

No party who in good faith and without knowledge deals with the Trustees or their successors in trust, including any purchaser or trustee under a deed of trust or other pledge of the property, shall be obligated in any way to (i) see to the application of the proceeds of any sale or loan, (ii) to determine whether the Trustees are exceeding their Trustees' authority or improperly exercising Trustees' powers' (iii) to inquire into the extent of the Trustees' powers over the property or the exercise of such powers' and (iv) in lieu of being furnished with a copy of the Trust Agreements, may rely upon a Certification of Trust in accordance with Section 64.2-804, Code of Virginia, 1950, as amended.

**WITNESS** the following signatures and seals:

**No Title Examination Requested**

No Title Examination Requested  
This Deed prepared  
By Alan H Black VSB#30614

**GRIFFITH LAND AND TIMBER**

BY: Bruce A. Griffith  
BRUCE A. GRIFFITH, Partner

W. P. Griffith, Sr.  
W. P. GRIFFITH, SR.  
Partner

STATE OF VIRGINIA  
CITY/COUNTY OF Patrick, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that **GRIFFITH LAND AND TIMBER**, a Virginia Partnership, by **BRUCE A. GRIFFITH, Partner**, whose name is signed to the foregoing deed bearing date on the 9<sup>th</sup> day of January, 2015, has personally appeared before me this day in my jurisdiction aforesaid and acknowledged the due execution of same.

GIVEN under my hand this the 10<sup>th</sup> day of September, 2015.



My Commission Expires: 03-31-2019  
Notary Registration No.: 158230

Thyllia A. Thomas  
Notary Public



STATE OF VIRGINIA  
CITY/COUNTY OF Patrick, to-wit:

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that **GRIFFITH LAND AND TIMBER**, a Virginia Partnership, by **W. P. GRIFFITH, Partner**, whose name is signed to the foregoing deed bearing date on the 9<sup>th</sup> day of January, 2015, has personally appeared before me this day in my jurisdiction aforesaid and acknowledged the due execution of same.

GIVEN under my hand this the 10<sup>th</sup> day of September, 2015.



Phyllis A. Thomas  
Notary Public

My Commission Expires: 03-31-2019  
Notary Registration No.: 158230



INSTRUMENT #150001528  
RECORDED IN THE CLERK'S OFFICE OF  
PATRICK COUNTY ON  
OCTOBER 1, 2015 AT 11:46AM

SUSAN C. GASPERINI, CLERK  
RECORDED BY: MSN

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of June 26<sup>th</sup> 2025, between BREWSTER A GRIFFITH 2014 REV TRUST, by and through Bruce Griffith, Trustee and WILLIAM PAUL GRIFFITH SR 2014 REV TRUST, by and through William Paul Griffith, Jr., Trustee 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 Patrick, Virginia, and described as:

***Offering #1:*** +/-26.557 Acres; Portion of Parcel ID: 4919-21 AND Portion of Parcel ID: 4918-43; HYLTON I#15-1528; JNT CRK CR "BRADFORD" I#15-1528 PL:24-1447

***Offering #2:*** +/-55.452 Acres; Portion of Parcel ID: 4919-21; HYLTON I#15-1528

***Offering #3:*** +/-36.279 Acres; Portion of Parcel ID: 4919-21 AND Portion of Parcel ID: 4918-43; HYLTON I#15-1528; JNT CRK CR "BRADFORD" I#15-1528 PL:24-1447

***Offering #4:*** +/-19.360 Acres; Portion of Parcel ID: 4919-21 AND Portion of Parcel ID: 4918-43; HYLTON I#15-1528; JNT CRK CR "BRADFORD" I#15-1528 PL:24-1447

***Offering #5:*** +/-18.851 Acres; Portion of Parcel ID: 4918-43; JNT CRK CR "BRADFORD" I#15-1528 PL:24-1447

***Address:*** TBD Shortcut Rd., Woolwine, VA 24185

- 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 \$5,000 PER OFFERING (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction

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

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

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 **August 11<sup>th</sup> 2025** ("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.

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

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

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 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.

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

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



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.

(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

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

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

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.

(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

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

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

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 \_\_\_\_\_

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

\_\_\_\_\_  
(Seller) BREWSTER A GRIFFITH 2014 REV TRUST  
by and through Bruce Griffith, Trustee

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Seller) WILLIAM PAUL GRIFFITH SR 2014 REV TRUST  
by and through William Paul Griffith, Jr., Trustee

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
(Purchaser signature)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Address

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
(Purchaser signature)

\_\_\_\_\_  
Date

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

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