

**SPECIAL COMMISSIONER'S  
PURCHASE AGREEMENT OF SALE – LOTS 1-28**

THIS AGREEMENT made this 23rd day of August 2017, between \_\_\_\_\_  
\_\_\_\_\_, (“Buyer(s)”) whose address is  
\_\_\_\_\_  
\_\_\_\_\_; and **GREGORY LUKANUSKI**, Special Commissioner for the City of  
Richmond, whose address is 900 East Broad Street, Suite 400, Richmond, Virginia 23219 (the “Seller”);  
and **MOTLEYS ASSET DISPOSITION GROUP** (the “Auction Firm”).

In consideration of the full purchase price/deposit in the amount of \$\_\_\_\_\_ in cash or  
certified funds, receipt of which is acknowledged, the Buyer agrees to buy and the Seller agrees, **subject to  
confirmation by the Circuit Court of the City of Richmond**, to sell for the sum of  
\_\_\_\_\_ Dollars  
(\$\_\_\_\_\_), calculated as the high bid of \$\_\_\_\_\_ plus  
\$\_\_\_\_\_ buyer’s premium, all that certain parcel of land together with all  
improvements thereon (the “Property”) described as follows:

**ADDRESS:**

\_\_\_\_\_  
Richmond, Virginia

\_\_\_\_\_  
Map Ref. No.

**DEED AND TITLE.** Said premises are to be conveyed by Special Commissioner’s Deed from the Seller. The title to said premises shall be subject to all existing restrictions, easements, recorded agreements and covenants, rights of public service companies, easements of roads, zoning regulations, ordinances, statutes and regulations of any constituted public authority now in force or which may be passed prior to final settlement, under the following terms and conditions:

1. **DEPOSIT.** A deposit (the “Buyer’s Deposit”) shall be paid by the Buyer in the form of a cashier’s check or cash, which shall be applied to the purchase price upon confirmation of the bid by the Court. The Buyer’s Deposit shall be held by Motleys Asset Disposition Group (Motley’s) in an interest bearing escrow account with all interest accruing to the benefit of the escrow agent and forwarded to the Seller prior to settlement.

2. **BALANCE OF PURCHASE PRICE AT SETTLEMENT.** The balance of the purchase price shall be paid in certified funds at the time of final settlement. Final settlement shall take place at such date and time as determined by the Special Commissioner.

3. **COMMISSIONS.** Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to the Auction Firm and is deemed earned by the Auction Firm when this Agreement is accepted. The Buyer's Premium shall be paid to Auction Firm at Settlement.

4. **TITLE.** If title, in accordance with this Agreement, cannot be conveyed by the Seller, Buyer shall have as his/her/its sole remedy repayment of all money paid on account of the purchase price. Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

5. **APPORTIONMENTS.** Real estate taxes, water charges, sewer charges, current property rent, condominium or POA fees, and other charges, if any, shall be apportioned to the date of confirmation of the bid by the court.

6. **POSSESSION.** Possession shall be delivered at the time of confirmation of the bid by the Court and recordation of the deed. If said premises are tenanted or subject to a tenancy in whole or in part at the time of final settlement, possession shall be delivered subject to such tenancy.

7. **TRANSFER TAXES.** The Buyer shall pay all state, county, city and local transfer taxes imposed upon this sale, including the Grantor's Tax.

8. **WORK DONE OR ORDERED.** Seller shall not be liable for any work done or ordered to be done after the date of confirmation by the Court by any municipal or other public authority, or for any notice issued after the date of confirmation by the Court by any municipal or other public authority, upon or about said premises. Buyer agrees to take title subject to any lien that may be recorded as a result of any of the foregoing and to any such notice issued after the date of confirmation by the Court.

9. **PREPARATION OF DOCUMENTS.** This deed shall be prepared by Seller at Seller's expense and acknowledged and recorded at the expense of Buyer. Buyer shall pay all title searches requested by the Buyer, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.

10. **DEFAULT BY BUYER.** Should Buyer fail to make settlement as provided in this Agreement, Buyer shall be deemed in default and the Buyer's Deposit may be retained by Seller, either on account of the purchase money or as compensation for the damages and expenses Seller has incurred, as Seller shall elect. In the latter event, Seller's and Auction Firm's liability hereunder to Buyer shall absolutely cease. In the alternative, Seller may resort to any other action or remedy in law or equity that may be available, including legal action to collect the costs of resale and any deficiency resulting from resale. Upon default by the Buyer, Seller shall forward funds paid to the Seller by the buyer, or some portion thereof, to Motley's to satisfy any obligations owed to Motley's.

11. **PLANS OR SURVEY.** If reference is made in this Agreement to a plan or survey for the description of said premises, this Agreement and the conveyance of said premises are subject to all conditions and facts shown on the plan or survey.

12. **ADVERTISEMENTS.** Buyer acknowledges that lot sizes, area of lots and plans of lots set forth in any circular and other advertising of this sale may not be accurate and that in signing this Agreement Buyer relied on the description or plan set forth or referred to in this Agreement and not upon any circular or other advertising of this sale.

13. **MOTLEY'S AGENT ONLY.** Buyer acknowledges that Motley's is the agent for Seller only, and it is understood and agreed that Motley's shall not be held liable by either Seller or Buyer for any breach by Motley's of any provision of this Agreement. In the event that Motley's is deemed liable to either the Seller or Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.

14. **INVESTIGATION OF PREMISES.** BUYER ACKNOWLEDGES THAT HE WAS GIVEN THE OPPORTUNITY TO INVESTIGATE THE PROPERTY AND TITLE TO THE PROPERTY PERSONALLY AND THROUGH ANY PROFESSIONAL OF BUYER'S CHOICE AND HAS ADEQUATELY INVESTIGATED SAID PREMISES (OR HAS WAIVED THE OPPORTUNITY TO MAKE SUCH INVESTIGATION). BUYER AGREES HE HAS ENTERED INTO THIS AGREEMENT AS A RESULT OF AN ADEQUATE INVESTIGATION OF SAID PREMISES MADE BY BUYER, AND NOT AS A RESULT OF ANY ADVERTISEMENT, HANDBILL OR ANY OTHER REPRESENTATION EITHER ORAL OR WRITTEN, MADE BY SELLER, ANY SELLING AGENT OR MOTLEY'S. BUYER ACCEPTS THE PROPERTY IN ITS "AS IS" CONDITION WITH ALL FAULTS AND DEFECTS. BUYER AGREES THAT NEITHER SELLER NOR MOTLEY'S SHALL BE RESPONSIBLE OR ACCOUNTABLE FOR ANY ERROR IN ANY ADVERTISEMENT, HANDBILL OR ANNOUNCEMENT MADE BY SELLER OR MOTLEY'S NOR FOR ANY AGREEMENT, CONDITION, REPRESENTATION OR STIPULATION, ORAL OR WRITTEN, NOT SPECIFICALLY SET FORTH HEREIN.

15. **ACKNOWLEDGMENTS.** Buyer acknowledges that the Property is being offered for sale "AS IS" and will convey in "AS IS" condition, without warranty expressed or implied as to the condition of the premises.

16. **TIME IS OF THE ESSENCE.** **Buyer shall provide the balance of purchase price to the Seller by no later than close of business on September 20, 2017. Court hearing for confirmation is anticipated to occur October 20, 2017.** In the event that Buyer does not provide the balance of the purchase price by the above date, Buyer, in addition to other remedies provided to the Seller under this Agreement, shall be liable to the Auction Firm in the amount of \$250.00 for each day that closing does not occur as scheduled herein. The parties agree and acknowledge that such amount shall be liquidated damages, calculated to compensate Auction Firm, and is not a penalty. The sum of the liquidated damages may be deducted from the Buyer's deposit.

17. **RISK OF LOSS.** Risk of loss shall pass to the Purchaser at the time of confirmation by the Circuit Court.

18. **AGREEMENT OF SALE.** Agreement of Sale shall be construed, interpreted, and applied according to the laws of Virginia, and it shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. This is a legally binding contract and if not understood, competent advice should be sought before it is signed.

19. **ENTIRE AGREEMENT.** THIS AGREEMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO PRIOR AGREEMENT OR REPRESENTATION OF ANY KIND, AND NO CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENT OR REPRESENTATION AND NO DEALING BETWEEN THE PARTIES OR CUSTOM SHALL BE PERMITTED TO CONTRADICT, VARY OR ADD TO THE TERMS AND CONDITIONS OF SALE. THE AGREEMENT HERewith, MAY NOT BE ASSIGNED BY BUYER; WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER AND MOTLEY'S.

20. **FAX AGREEMENT.** Purchaser and Seller agree that a facsimile transmission of any original document shall have the same effect as an original. When a facsimile copy has been signed, any signature and/or initials required on an original shall be completed prior to closing.

21. **BIDDER QUALIFICATION CONTINGENCY.** The Buyer hereby certifies that he/she does not owe any delinquent real estate taxes, personal property taxes, business license taxes, meals taxes, lodging taxes or admissions taxes ("City Taxes") to the City, whether as an individual or through a company, corporation or partnership in which the Buyer is a member, officer, director or partner. The Buyer further certifies he/she is not the owner of any property in the City of Richmond, either individually or through a company, corporation or partnership in which the Buyer is a member, officer, director or partner that is currently the subject of an outstanding Notice of Violation for building, environmental or zoning code violations. The Buyer acknowledges that the Seller may void this purchase contract upon discovery of evidence that the Buyer owes any City Taxes or has an outstanding Notice of Violation for property in the City.

22. **ACKNOWLEDGEMENT OF CODE VIOLATIONS:** The Buyer acknowledges that by purchasing the Property, he/she assumes responsibility for abatement of building, environmental, zoning or other City Code violations that may exist on the Property and agrees to contact the appropriate City Department within sixty (60) days of the purchase of the Property to provide an abatement plan for any Code violations.

PLEASE NOTE: THIS ENTIRE AGREEMENT IS MADE AT THE FALL OF THE HAMMER. THE TERMS AND CONDITIONS CONTAINED IN THE BID PACKAGE ARE INCORPORATED HEREIN AND MADE A PART HEREOF. IN THE EVENT THAT THIS AGREEMENT CONTRADICTS THE TERMS AND CONDITION, THIS AGREEMENT SHALL TAKE PRECEDENCE.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

**APPROVED:**

August 23, 2017

By: \_\_\_\_\_  
GREGORY LUKANUSKI, SPECIAL COMMISSIONER  
SELLER

By: \_\_\_\_\_  
BUYER (SIGNATURE)

\_\_\_\_\_  
BUYER (PRINT)