



# 6731 SECRETARYS SAND RD

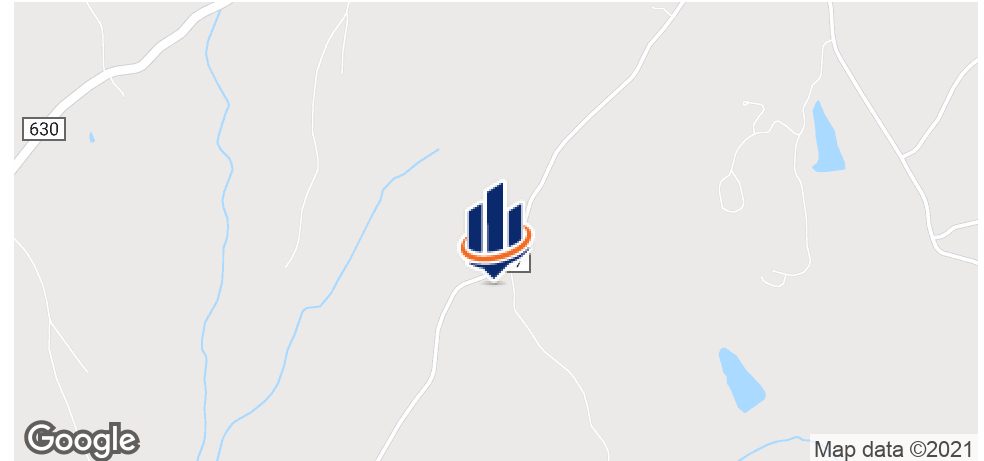
SCHUYLER, VA 22969

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Chip Jones, CAI  
Senior Advisor  
O: 804.822.3145  
[cjones@svn.com](mailto:cjones@svn.com)



# Property Summary



## OFFERING SUMMARY

Sale Price:	N/A
Sale Details:	Start: 11/14 @ 3 PM End: 11/16 @ 3 PM
Total/Entirety Lot Size:	354.36 ± AC
Tract 1:	House & 160.72 ± AC
Tract 2:	193.64 ± AC
Farm House Bedrooms:	4
Farm House Bathrooms:	2

## PROPERTY OVERVIEW

Green Mountain Farm is a 100+ year old estate located in Southern Albemarle County VA, which is considered the heart of VA Wine Country. This property has 354.36 ± acres of gently rolling land with unobstructed views of the Blue Ridge Mountains. This estate will be offered in two tracts as well as the entirety: Tract One includes 160.72 ± acres and a renovated farm house with outbuildings, and Tract Two includes 193.64 ± acres.

Historically, the property has been used to raise beef cattle. Features include 100+ acres of open pasture land, that are currently planted and used for rotating soy beans and corn crops. The property is fenced, and there are also 60+ acres of managed pine timber, with approximately 15 year growth. There is additional merchantable hardwood also located throughout the farm. Active streams flow through the property, and there is a pond located behind the farm home.

The 2-story, renovated farm home is located on a bluff overlooking the farm and the Blue Ridge Mountains. Home features include 4 bedrooms, 2 full bathrooms, covered front and side porches, new hardwood flooring, updated electrical, new septic system, new well pump, and well house, updated windows, and an updated kitchen. There are also two additional outbuildings, one of which could be renovated and used as a possible guest quarters.

The property is located approximately 1.5 ± miles from Mountain Grove Estate, 2.7 ± miles from the Guthrie Hall Estate, and 4.2 ± miles from the Esmont Estate, all of which are on the National Register of Historic Estates. The Trump Winery is only 11 ± miles away, and famous recording artist Dave Matthew's owned Blenheim Vineyards is just 13.8 ± miles away. The property is conveniently located less than 19 ± miles from Charlottesville and the University of Virginia.



# Additional Photos



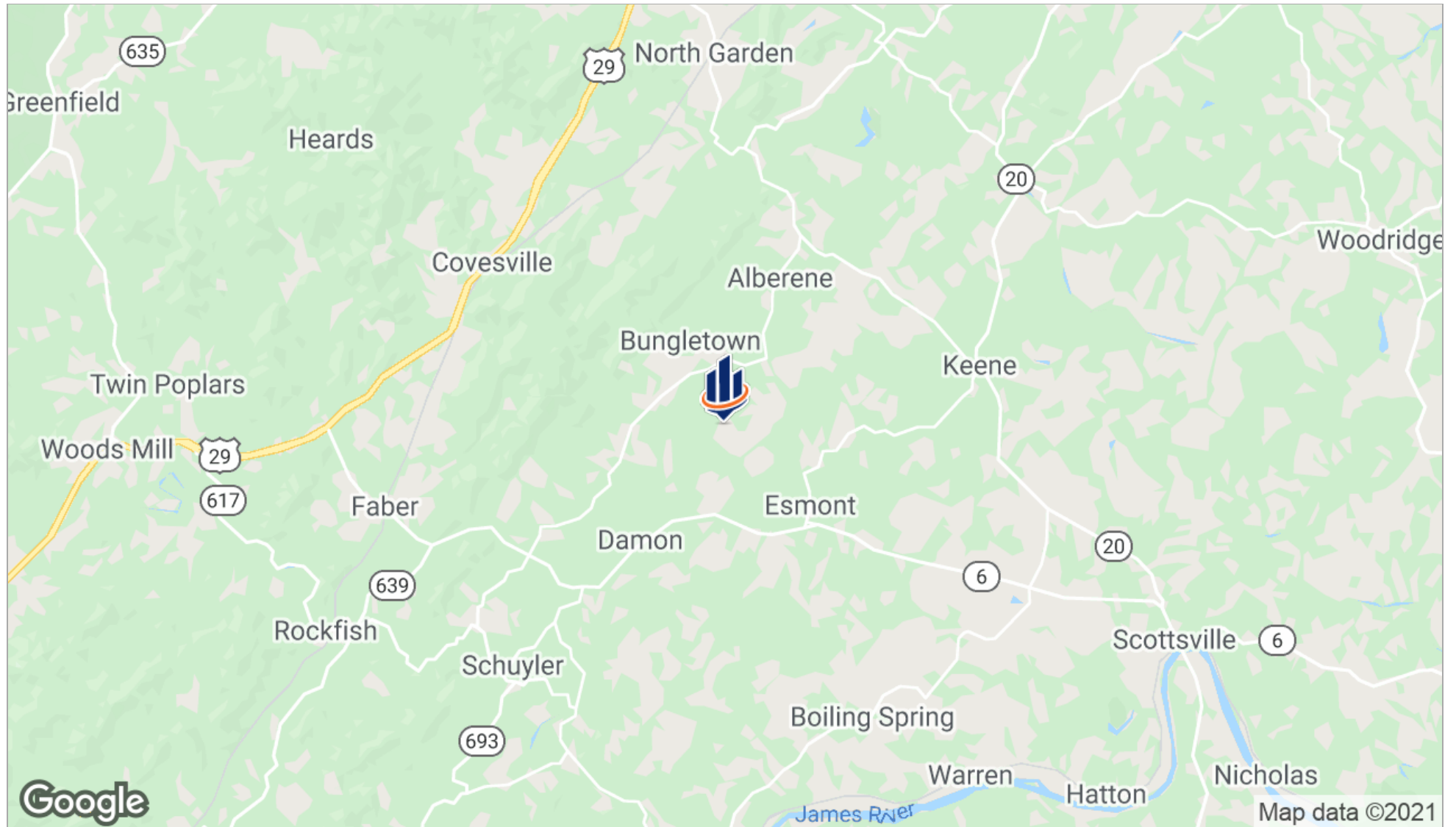


# Aerial Map





# Location Maps



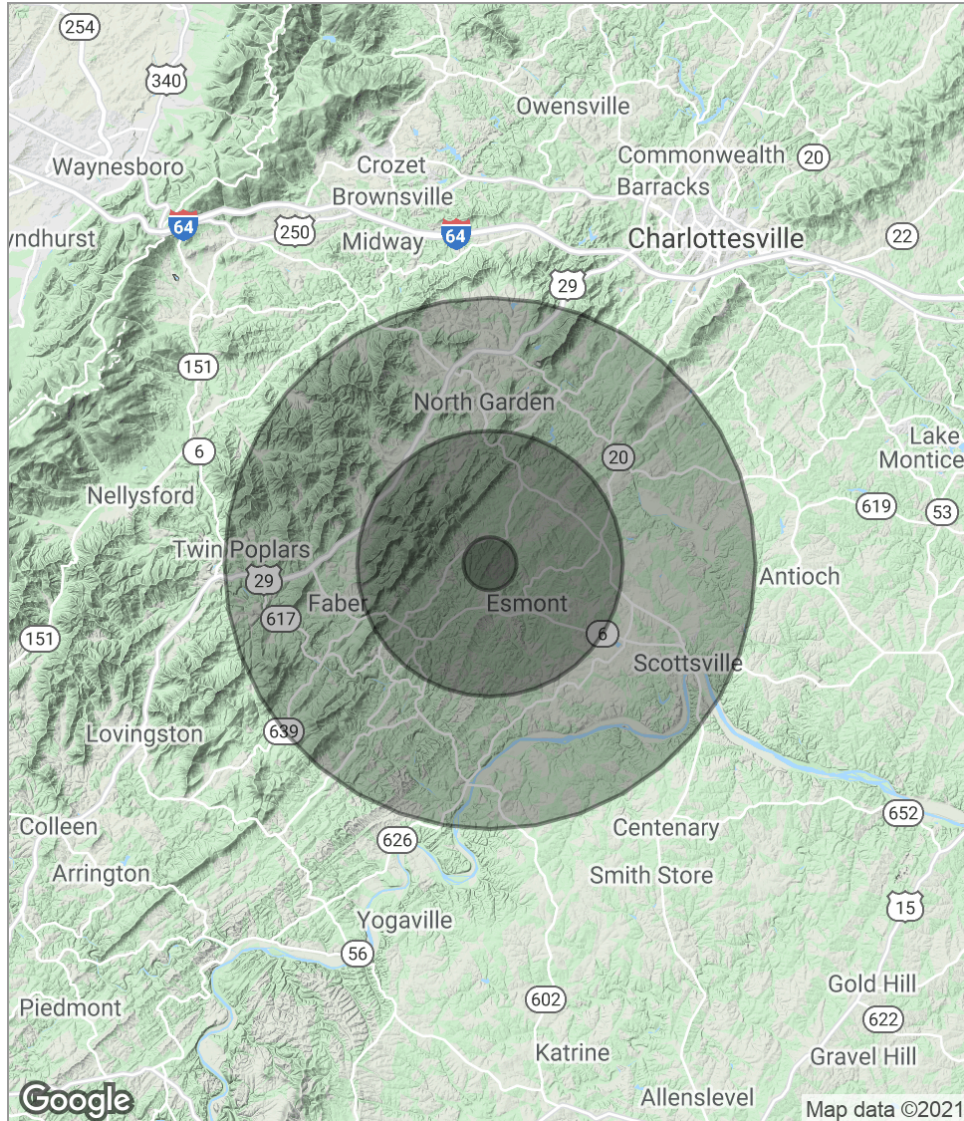
6731 SECRETARYS SAND RD SCHUYLER, VA 22969

SVN | Motleys | Page 5

The information presented here is deemed to be accurate, but it has not been independently verified. We make no guarantee, warranty or representation. It is your responsibility to independently confirm accuracy and completeness. All SVN® offices are independently owned and operated.



# Demographics Map



POPULATION	1 MILE	5 MILES	10 MILES
Total population	120	3,041	12,942
Median age	41.9	41.8	42.5
Median age [Male]	41.7	41.5	42.3
Median age [Female]	43.3	43.2	43.3
HOUSEHOLDS & INCOME	1 MILE	5 MILES	10 MILES
Total households	48	1,215	5,313
# of persons per HH	2.5	2.5	2.4
Average HH income	\$64,415	\$65,546	\$77,313
Average house value	\$321,802	\$317,531	\$351,397

\* Demographic data derived from 2010 US Census



**Parcel ID: 11900-00-00-053A0**

Parcel Assessment Data (CAMA) Last Updated On: 07/07/2017

Other Parcel Data Last Updated On: 09/26/2017

GIS/Mapping Data Last Updated On: 09/26/2017

**Summary Information****Parcel Information**

<b>Total Acres</b>	3.82
<b>Primary Prop. Address</b>	N/A
<b>Other Address</b>	N/A
<b>Property Card(s)</b>	1
<b>Lot</b>	053A0
<b>Property Name</b>	
<b>Subdivision</b>	Acreage
<b>Notes</b>	GR MT / / /

**Owner Information**

<b>Owner</b>	STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS
<b>Address</b>	1525 OLD BALLARD RD CHARLOTTESVILLE VA, 22901
<b>Owner as of Jan 1st</b>	STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS

**Most Recent Assessment Information**

<b>Year</b>	<b>2017</b>
<b>Assessment Date</b>	01/26/2017
<b>Assessment Reason</b>	Reassessment
<b>Land Value</b>	\$34,100
<b>Land Use Value</b>	\$900
<b>Improvements Value</b>	\$0
<b>Total Value</b>	\$34,100

**Most Recent Sales History**

<b>Previous Owner</b>	<b>STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS</b>
<b>Owner</b>	STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS
<b>Sale Date</b>	05/24/2000
<b>Sale Price</b>	\$0
<b>Deed Book/Page</b>	1920/578

**Other Tax Information as of Jan 1st**

<b>State Code</b>	Single Fam Res up to 5 acres
<b>Tax Type</b>	Land Use
<b>Parcel Level Use Code</b>	Vacant Residential Land
<b>Appraiser</b>	TMB



**Parcel ID: 11900-00-00-05400**

Parcel Assessment Data (CAMA) Last Updated On: 07/07/2017

Other Parcel Data Last Updated On: 09/26/2017

GIS/Mapping Data Last Updated On: 09/26/2017

**Summary Information****Parcel Information**

<b>Total Acres</b>	156.90
<b>Primary Prop. Address</b>	6731 SECRETARYS SAND RD
<b>Other Address</b>	N/A
<b>Property Card(s)</b>	1
<b>Lot</b>	05400
<b>Property Name</b>	
<b>Subdivision</b>	Acreage
<b>Notes</b>	GR MT / /WILL BOOK 65/123A / /

**Owner Information**

<b>Owner</b>	STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS
<b>Address</b>	1525 OLD BALLARD RD CHARLOTTESVILLE VA, 22901
<b>Owner as of Jan 1st</b>	STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS

**Most Recent Assessment Information**

<b>Year</b>	<b>2017</b>
<b>Assessment Date</b>	01/26/2017
<b>Assessment Reason</b>	Reassessment
<b>Land Value</b>	\$462,400
<b>Land Use Value</b>	\$66,000
<b>Improvements Value</b>	\$67,900
<b>Total Value</b>	\$530,300

**Most Recent Sales History**

<b>Previous Owner</b>	<b>STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS</b>
<b>Owner</b>	STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS
<b>Sale Date</b>	05/24/2000
<b>Sale Price</b>	\$0
<b>Deed Book/Page</b>	1920/578

**Other Tax Information as of Jan 1st**

<b>State Code</b>	Ag/Devel over 100 Acres
<b>Tax Type</b>	Land Use
<b>Parcel Level Use Code</b>	Single Family
<b>Appraiser</b>	TMB



**Parcel ID: 11900-00-00-055A0**

Parcel Assessment Data (CAMA) Last Updated On: 07/07/2017

Other Parcel Data Last Updated On: 09/26/2017

GIS/Mapping Data Last Updated On: 09/26/2017

**Summary Information****Parcel Information****Total Acres** 42.70**Primary Prop. Address** N/A**Other Address** N/A**Property Card(s)** 1**Lot** 055A0**Property Name****Subdivision** Acreage**Notes** GR MT / / /**Owner Information****Owner** STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS**Address** 1525 OLD BALLARD RD  
CHARLOTTESVILLE VA, 22901**Owner as of Jan 1st** STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS**Most Recent Assessment Information****Year** **2017****Assessment Date** 01/26/2017**Assessment Reason** Reassessment**Land Value** \$144,700**Land Use Value** \$13,800**Improvements Value** \$0**Total Value** \$144,700**Most Recent Sales History****Previous Owner** **STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS****Owner** STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS**Sale Date** 05/24/2000**Sale Price** \$0**Deed Book/Page** 1920/578**Other Tax Information as of Jan 1st****State Code** Ag/Undev 20.1 to 100 Acres**Tax Type** Land Use**Parcel Level Use Code** Vacant Residential Land**Appraiser** TMB



**Parcel ID: 12000-00-00-018B0**

Parcel Assessment Data (CAMA) Last Updated On: 07/07/2017

Other Parcel Data Last Updated On: 09/26/2017

GIS/Mapping Data Last Updated On: 09/26/2017

**Summary Information****Parcel Information**

<b>Total Acres</b>	7.50
<b>Primary Prop. Address</b>	N/A
<b>Other Address</b>	N/A
<b>Property Card(s)</b>	1
<b>Lot</b>	018B0
<b>Property Name</b>	
<b>Subdivision</b>	Acreage
<b>Notes</b>	/ / /

**Owner Information**

<b>Owner</b>	STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS
<b>Address</b>	1525 OLD BALLARD RD CHARLOTTESVILLE VA, 22901
<b>Owner as of Jan 1st</b>	STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS

**Most Recent Assessment Information**

<b>Year</b>	<b>2017</b>
<b>Assessment Date</b>	01/26/2017
<b>Assessment Reason</b>	Reassessment
<b>Land Value</b>	\$16,900
<b>Land Use Value</b>	\$2,500
<b>Improvements Value</b>	\$0
<b>Total Value</b>	\$16,900

**Most Recent Sales History**

<b>Previous Owner</b>	<b>STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS</b>
<b>Owner</b>	STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS
<b>Sale Date</b>	05/24/2000
<b>Sale Price</b>	\$0
<b>Deed Book/Page</b>	1920/578

**Other Tax Information as of Jan 1st**

<b>State Code</b>	Single Fam Res 5.1 to 20 acres
<b>Tax Type</b>	Land Use
<b>Parcel Level Use Code</b>	Vacant Residential Land
<b>Appraiser</b>	TMB



**Parcel ID: 12000-00-00-01900**

Parcel Assessment Data (CAMA) Last Updated On: 07/07/2017

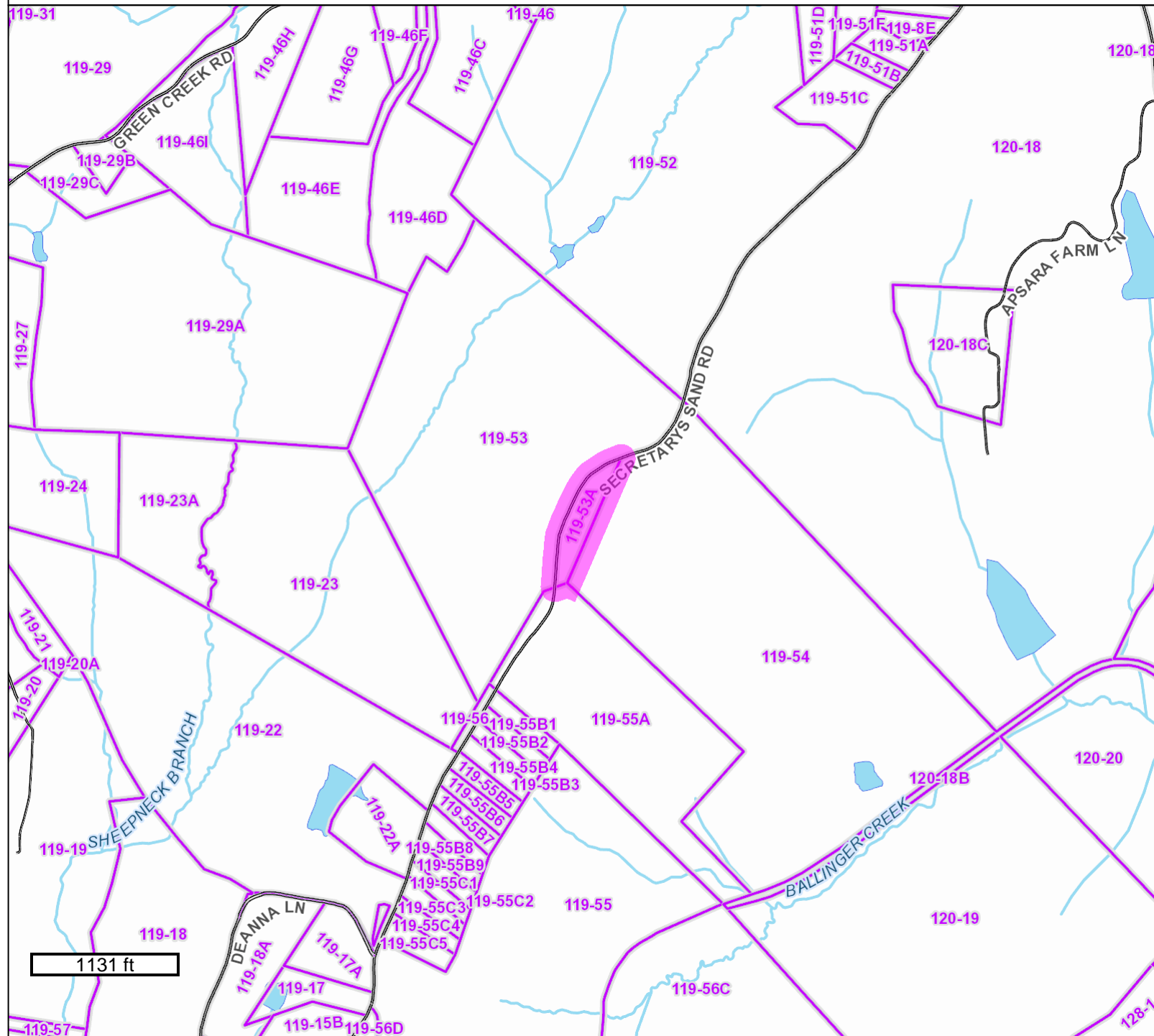
Other Parcel Data Last Updated On: 09/26/2017

GIS/Mapping Data Last Updated On: 09/26/2017

**Summary Information****Parcel Information****Total Acres** 143.44**Primary Prop. Address** N/A**Other Address** N/A**Property Card(s)** 1**Lot** 01900**Property Name****Subdivision** Acreage**Notes** GR MT / / /**Owner Information****Owner** STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS**Address** 1525 OLD BALLARD RD  
CHARLOTTESVILLE VA, 22901**Owner as of Jan 1st** STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS**Most Recent Assessment Information****Year** **2017****Assessment Date** 01/26/2017**Assessment Reason** Reassessment**Land Value** \$446,900**Land Use Value** \$44,900**Improvements Value** \$0**Total Value** \$446,900**Most Recent Sales History****Previous Owner** **STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS****Owner** STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER ETAL TRS**Sale Date** 05/24/2000**Sale Price** \$0**Deed Book/Page** 1920/578**Other Tax Information as of Jan 1st****State Code** Ag/Devel over 100 Acres**Tax Type** Land Use**Parcel Level Use Code** Vacant Residential Land**Appraiser** TMB



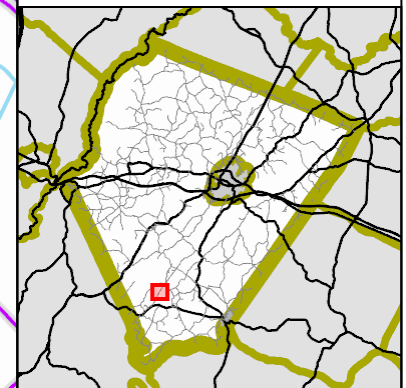
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(Note: Some items on map may not appear in legend)

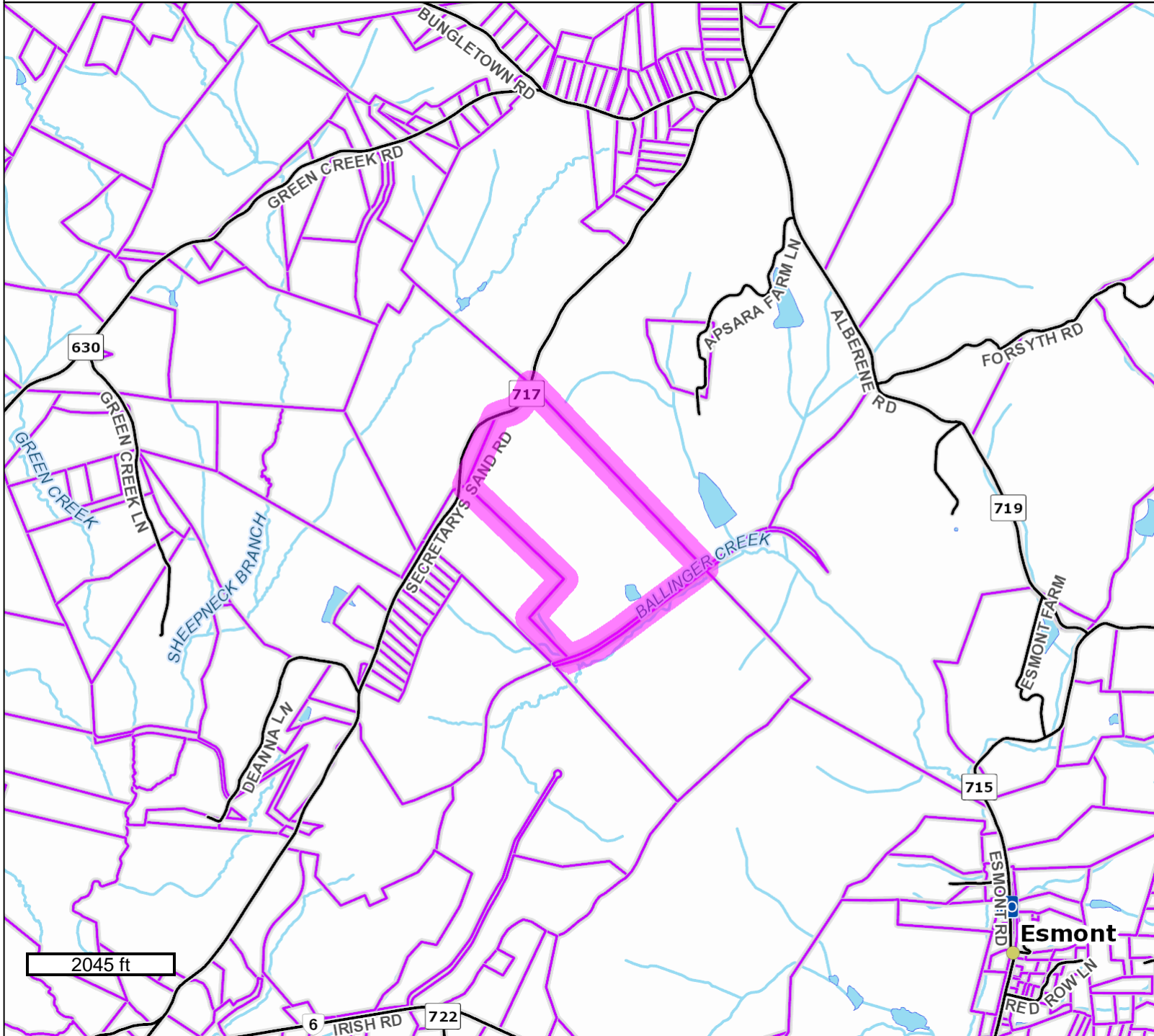
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-  AIRPORT
  -  COLLEGE/UNIVERSITY
  -  COMMUNITY
  -  FIRE/RESCUE STATION
  -  GOVERNMENT
  -  HOSPITAL
  -  LIBRARY
  -  POLICE STATION
  -  POST OFFICE
  -  RECREATION/TOURISM
  -  SCHOOL
- Parcel Info
-  Parcels



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(434) 296-5832



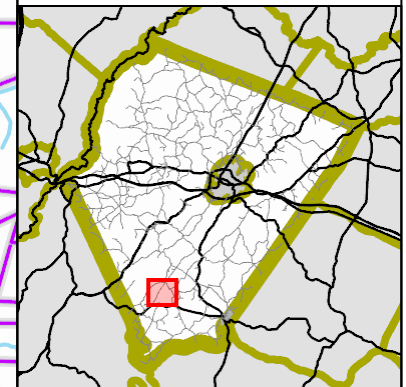
119-54



### Legend

(Note: Some items on map may not appear in legend)

- Points of Interest
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  - COLLEGE/UNIVERSITY
  - COMMUNITY
  - FIRE/RESCUE STATION
  - GOVERNMENT
  - HOSPITAL
  - LIBRARY
  - POLICE STATION
  - POST OFFICE
  - RECREATION/TOURISM
  - SCHOOL
- Parcel Info
  - Parcels

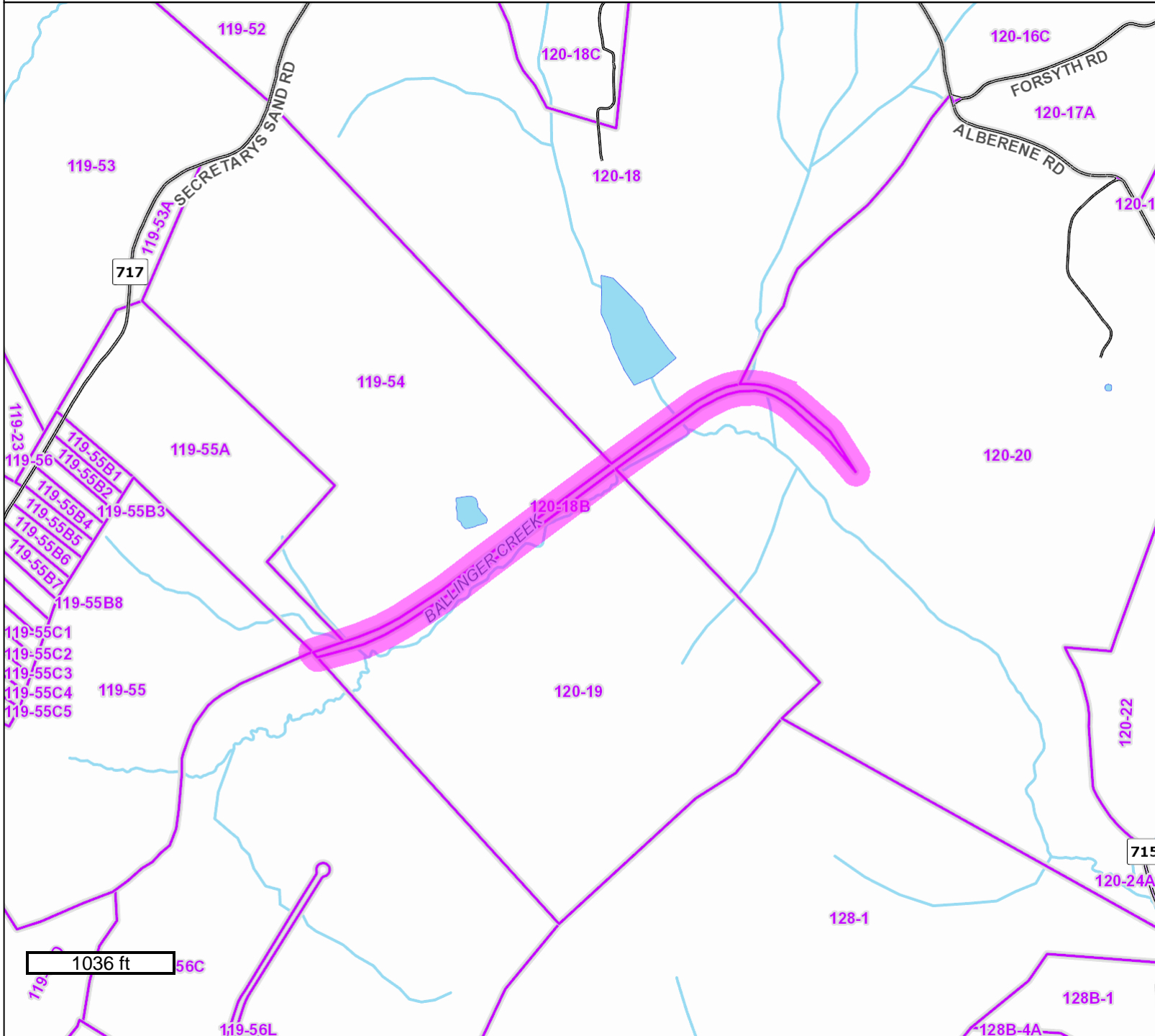


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(434) 296-5832





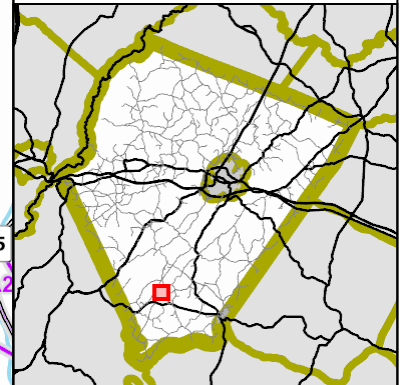
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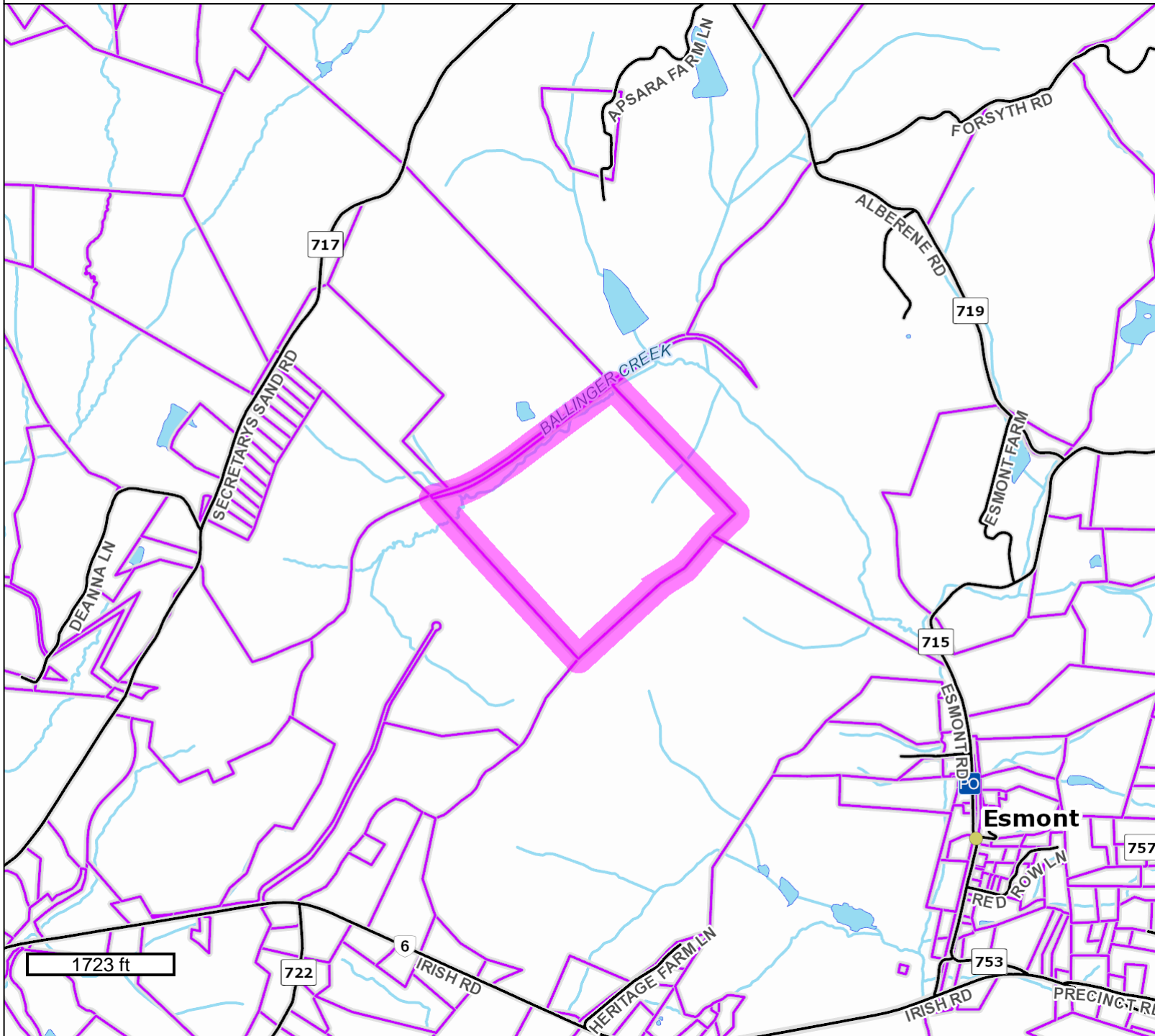
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- Points of Interest
- AIRPORT
  - COLLEGE/UNIVERSITY
  - COMMUNITY
  - FIRE/RESCUE STATION
  - GOVERNMENT
  - HOSPITAL
  - LIBRARY
  - POLICE STATION
  - POST OFFICE
  - RECREATION/TOURISM
  - SCHOOL
- Parcel Info
- Parcels



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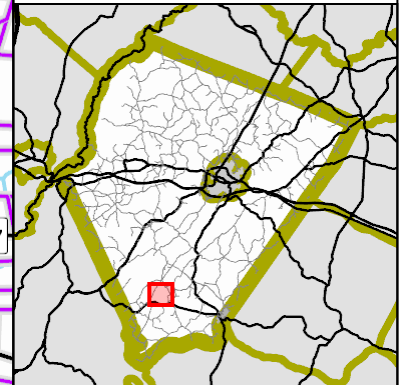
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### Legend

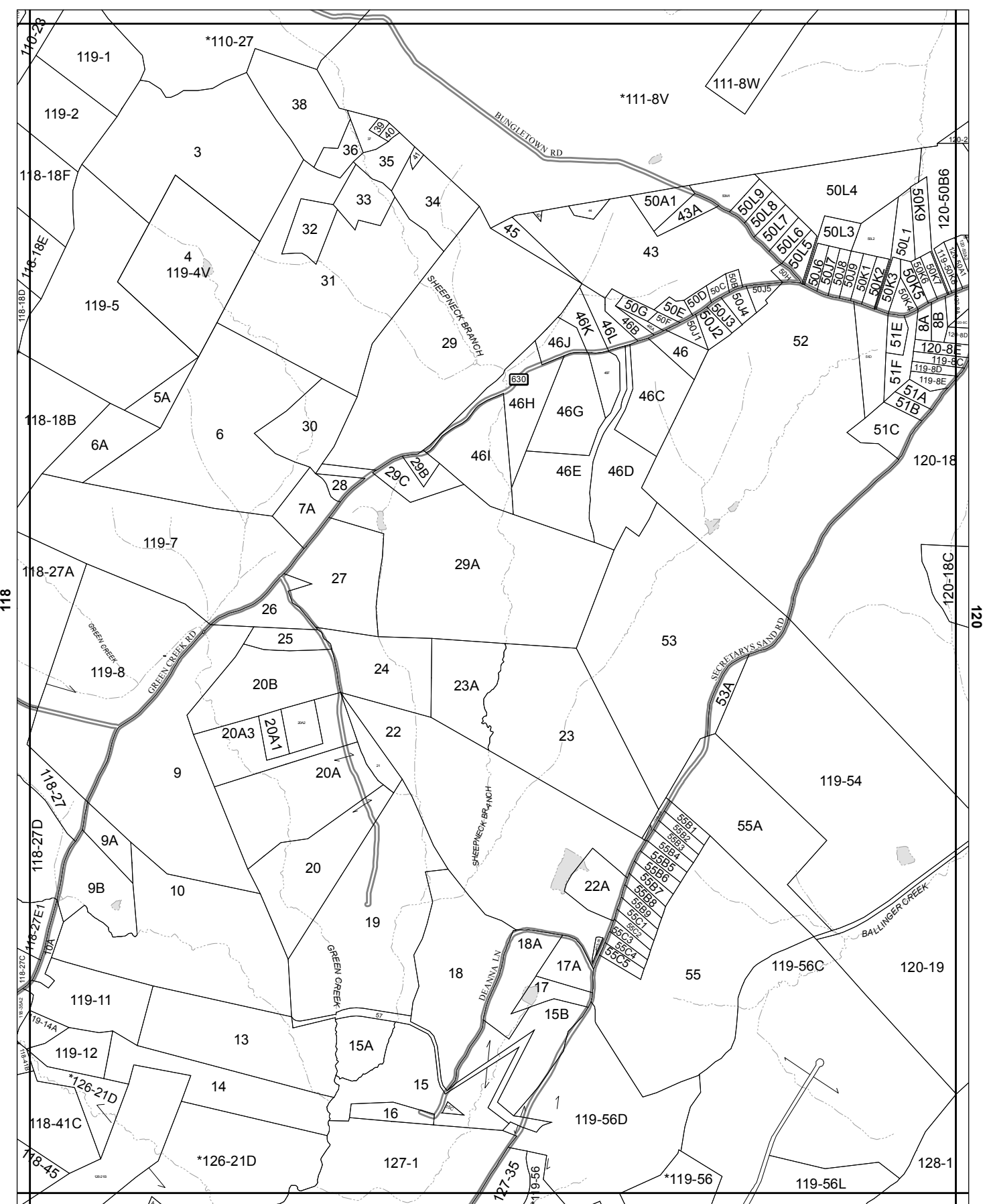
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- Points of Interest
  - AIRPORT
  - COLLEGE/UNIVERSITY
  - COMMUNITY
  - FIRE/RESCUE STATION
  - GOVERNMENT
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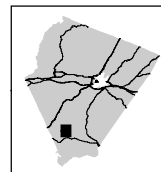


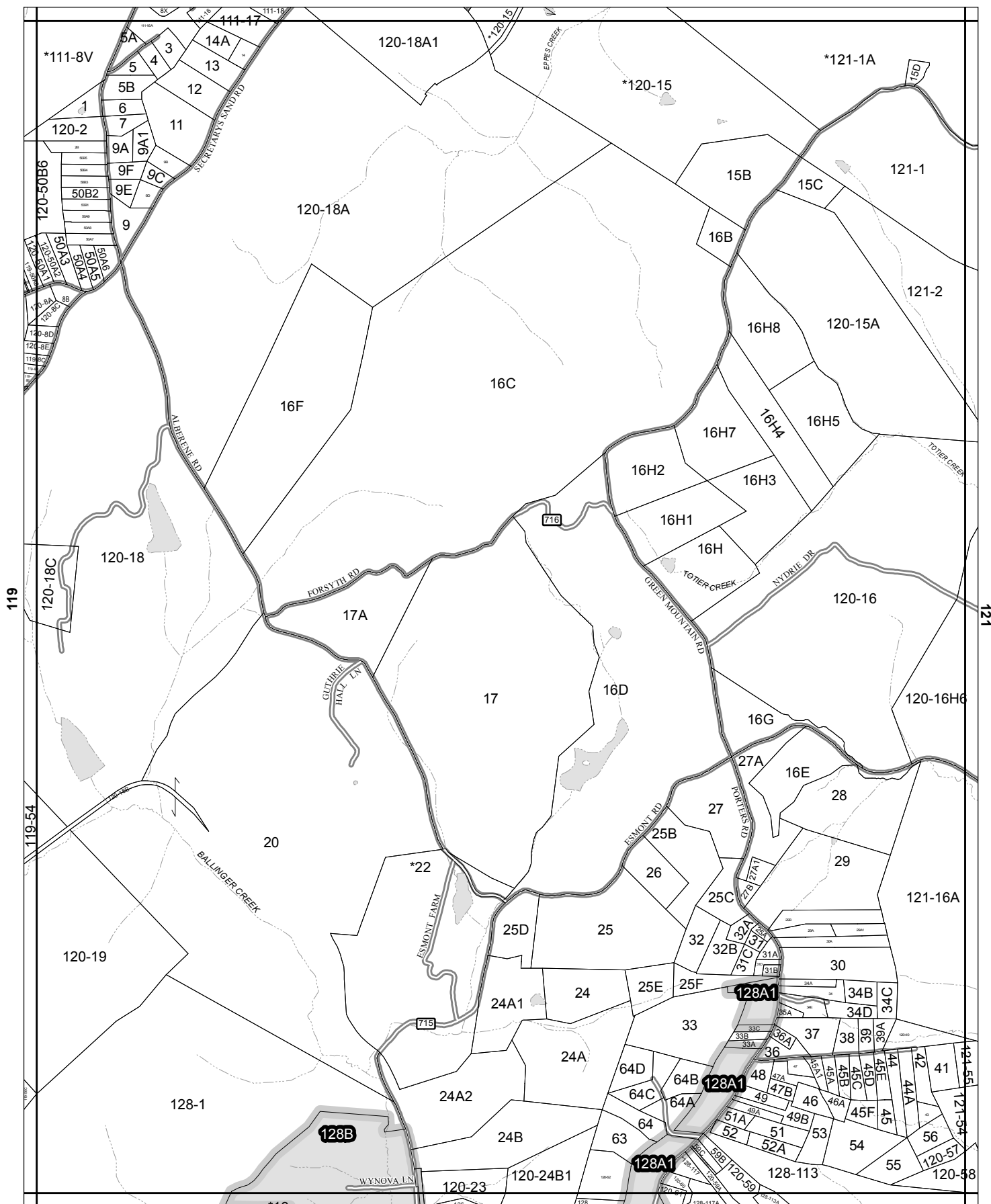
0 800 Scale 1,600 2,400  
Feet

Note: This map is for display purposes only  
and shows parcels as of 12/31/2016.  
See Map Book Introduction for additional details.

**Albemarle County**

**Tax Map:  
119**







Afton Soil Consulting  
222 Sycamore Lane  
Afton, Virginia 22920-2425  
AOSE #1940001316  
(540) 471-6589  
jeff.loth@yahoo.com

November 6, 2017

Chip Jones, Senior Advisor  
SVN Motleys  
3600 Deepwater Terminal Blvd.  
Suite 200  
Richmond, VA 23234

re: Soils Evaluation on Green Mountain Farm  
Secretarys Sand Road  
Tax Map 119-54, Albemarle County, VA

Dear Mr. Jones,

On October 26, 2017, I visited the above-referenced property on Secretarys Sand Road to determine whether it could accommodate a drainfield and reserve drainfield area large enough to serve a house site with a potential new home with as many as 5 bedrooms. The current owner, Mr. Steger, directed me to a bluff near the middle of the property as a desirable homesite.

My investigation consisted of augering a number of holes in an area of the property accessible to (and downslope from) the house site with suitable (convex, well-drained) landscape. After assessing the soils using common field methods, I then delineated the area, using 18" orange wire flags to mark the corners of the proposed drainfield area.

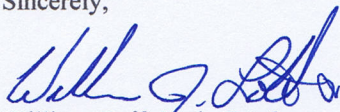
The soils I encountered were deep and well-drained enough for the installation of a traditional septic tank and drainfield with the capacity for a 5-bedroom home, or more. A pump would not be required, as the drainfield area is at a lower elevation than the proposed homesite.

There is room within the delineated area for the required 100% Reserve Area as well. The Reserve Area soils are to be left relatively undisturbed (no buildings or excavations) as a potential future area in which a new drainfield can be installed when/if the initial drainfield should begin to cease to function properly.

Please find enclosed partial documentation of the site and soil conditions I encountered, along with a rough site sketch depicting the area investigated.

I hope this letter suits your needs, and if you have any questions, please do not hesitate to contact me.

Sincerely,



William (Jeff) Loth, IV, Owner  
Afton Soil Consulting



## Soil Summary Report

### General Information

Date: 10/26/17	Submitted to _____ Health Department		
Applicant: Chip Jones, SVN Motleys		Telephone: (804) 822-3145	
Address: 3600 Deepwater Terminal Blvd., Suite 200, Richmond, VA 23234			
Owner: Steger Family Trust		Address: 1525 Old Ballard Rd., Charlottesville, VA 22901	
Location: east of Rt. 717, 1.4 mile south of Rt. 719			
Tax Map: 119-54		Subdivision:	
Property Size: 156.9 ac.		Lot:	

### Soil Information Summary

1. Position in landscape satisfactory? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Describe: shoulder and sideslope			
2. Slope (max) 24 %			
3. Depth to Rock or impervious strata:	Max.	in.	Min. 60+ in.
4. Depth to seasonal water table (gray mottling or gray color):	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	Inches	
5. Free water present: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> range in inches -			
6. Soil percolation rate estimated?	Yes <input checked="" type="checkbox"/>	Texture Group I <input type="checkbox"/> II <input type="checkbox"/> III <input checked="" type="checkbox"/> IV <input type="checkbox"/>	
	No <input type="checkbox"/>	Estimated rate 65 min/inch	
7. Permeability test performed Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
If yes, note type of test performed and attach			

<input checked="" type="checkbox"/> Site Approved	Drainfield to be placed at 36" depth at site designated on site sketch
<input type="checkbox"/> Site Disapproved	
Reason for Rejection	
1. <input type="checkbox"/>	Position in landscape subject to flooding or periodic saturation
2. <input type="checkbox"/>	Insufficient depth of suitable soil over hard rock
3. <input type="checkbox"/>	Insufficient depth of suitable soil to seasonal water table
4. <input type="checkbox"/>	Rates of absorption too slow.
5. <input type="checkbox"/>	Insufficient area of acceptable soil for required drainfield, and or reserve area
6. <input type="checkbox"/>	Proposed system too close to well
7. <input type="checkbox"/>	Other Specify



### Soil Profile

Hole	Hrzn	Depth (in)	Material Description	Txt Grp
1	Ap	0-1	10yr3/3 dark brown Loam	2
	Bt	1-7	2.5yr4/6 red Clay Loam, weak SBK	3
	BtC	7-60	2.5yr4/6 red Clay Loam, weak SBK, and soft 7.5yr6/8 reddish yellow, 10yr2./1 black Silt Loam saprolite	3
2	Ap	0-1	10yr3/3 dark brown Loam	2
	Bt	1-27	2.5yr4/6 red Clay Loam, weak SBK	3
	BtC	27-60	2.5yr5/8 red Clay Loam, weak fine SBK, with soft 7.5yr6/8 reddish yellow, 10yr2./1 black Silt Loam saprolite	4
3	Ap	0-1	10yr3/3 dark brown Loam	2
	Bt	1-15	2.5yr4/6 red Clay Loam, weak SBK	3
	BtC	15-60	5yr5/8 yellowish red Clay Loam, weak SBK, with common very highly weathered schist fragments and soft 10yr2/1 black Silt Loam saprolite	3
4	Ap	0-1	10yr3/3 dark brown Loam	2
	Bt	1-12	2.5yr4/6 red Clay Loam, weak SBK	3
	BtC	12-60	5yr5/8 yellowish red Clay Loam, weak SBK, with common very highly weathered schist fragments and soft 10yr2/1 black Silt Loam saprolite	3
5	Ap	0-1	10yr3/3 dark brown Loam	2
	Bt	1-30	2.5yr4/6 red Clay Loam, weak SBK	3
	BtC	30-60	2.5yr4/6 red Clay Loam, weak SBK, and soft 7.5yr6/8 reddish yellow, 10yr2./1 black Silt Loam saprolite	3

### Design Calculations

#### Design Basis

A. Estimated Percolation Rate	65 @ 36 in.
B. Trench bottom square feet required per bedroom	496
C. Number of bedrooms	5

#### Area Calculations

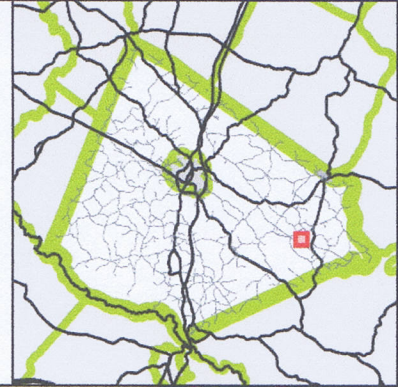
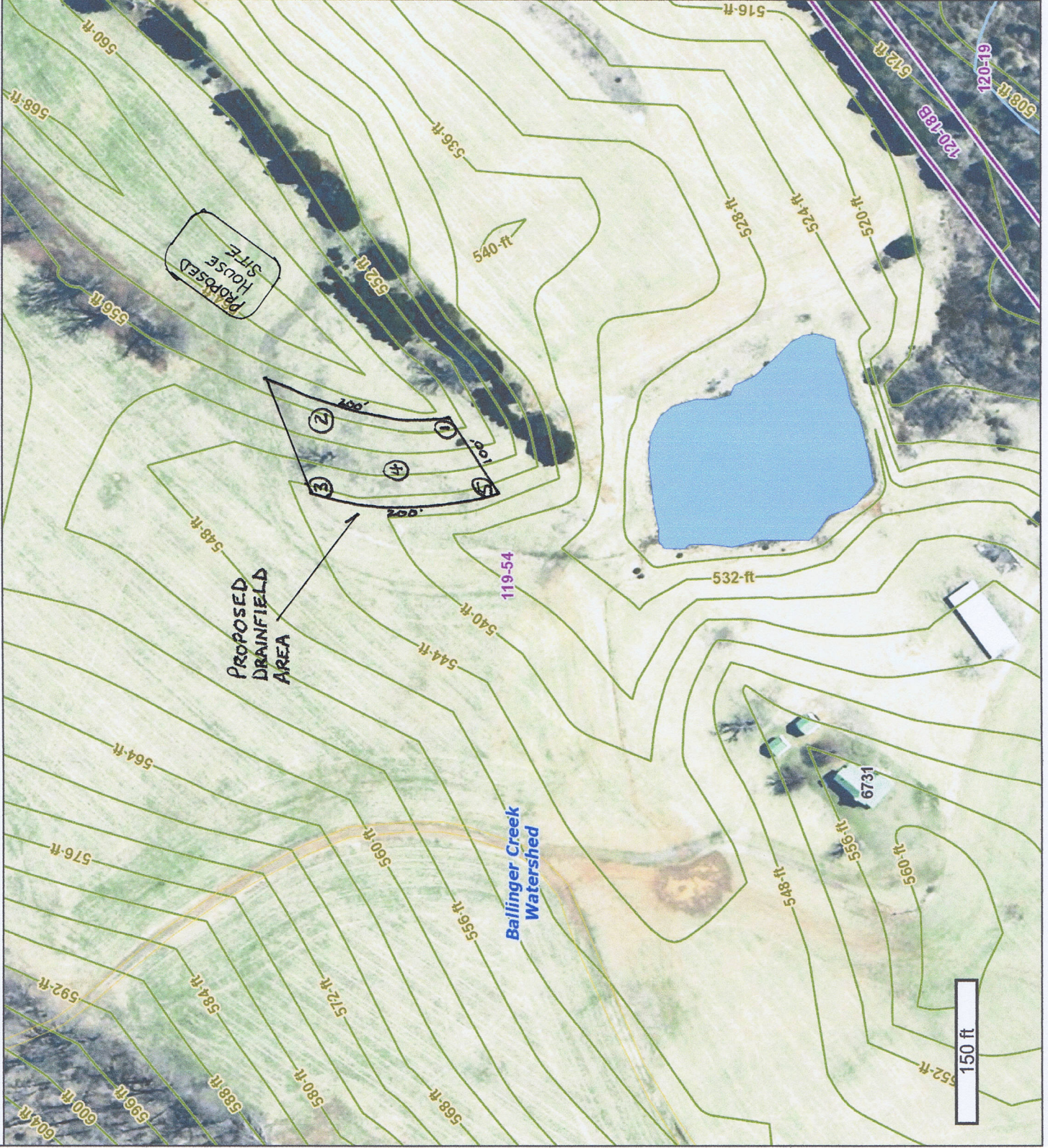
A. Length of trench (ft.)	<u>100</u>
B. Length of available area (ft.)	<u>200+</u>
C. Width of trench (ft.)	<u>3</u>
D. Number of trenches	<u>2</u>
E. Center-to-center spacing (ft.)	<u>10</u>
F. Width required (ft.)	<u>83</u>
G. Width of available area (ft.)	<u>100</u>
H. Total square footage required	<u>2480</u>
I. Square footage in design	<u>2700</u>
J. Is a reserve area required?	Yes, <u>100%</u> Reserve Area Provided



# Legend

(Note: Some items on map may not appear in legend)

- Points of Interest
  - COLLEGE/UNIVERSITY
  - COMMUNITY CENTER
  - GOVERNMENT
  - LIBRARY
  - POST OFFICE
  - RECREATION/TOURISM
  - Religious
  - Public Info
- Water Features
  - Watersheds
  - Streams
  - Y2013 Elevation Contours
  - Y2013 Elevation Contours



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(434) 296-5832



Afton Soil Consulting  
222 Sycamore Lane  
Afton, Virginia 22920-2425  
AOSE #1940001316  
(540) 471-6589  
jeff.loth@yahoo.com

November 8, 2017

Chip Jones, Senior Advisor  
SVN Motleys  
3600 Deepwater Terminal Blvd.  
Suite 200  
Richmond, VA 23234

re: Soils Evaluation on Green Mountain Farm  
Secretarys Sand Road  
Tax Map 119-54, Albemarle County, VA

Dear Mr. Jones,

On November 7, 2017, I visited the above-referenced property on Secretarys Sand Road to determine whether the land being sold as Tract 2 could accommodate a drainfield and reserve drainfield area large enough to serve a house site with a potential new home with as many as 5 bedrooms.

My investigation consisted of augering a number of holes in an area of the property slightly downslope from a potential house site (near the southeast corner of Tax Map 119-55A) with convex, well-drained landform. After assessing the soils using common field methods, I then marked my boring locations with 18" orange wire flags.

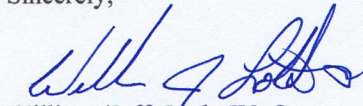
The soils I encountered were deep and well-drained enough for the installation of a traditional septic tank and drainfield with the capacity for a 5-bedroom home. A pump would not be required, as the drainfield area is at a lower elevation than the proposed homesite.

There is room on the parcel for the required 100% Reserve Area as well. The Reserve Area soils are to be left relatively undisturbed (no buildings or excavations) as a potential future area in which a new drainfield can be installed when/if the initial drainfield should begin to cease to function properly.

Please find enclosed partial documentation of the site and soil conditions I encountered, along with a rough site sketch depicting the area investigated.

I hope this letter suits your needs, and if you have any questions, please do not hesitate to contact me.

Sincerely,



William (Jeff) Loth, IV, Owner  
Afton Soil Consulting



## Soil Summary Report

### General Information

Date: 11/7/17	Submitted to _____ Health Department		
Applicant: Chip Jones, SVN Motleys		Telephone: (804) 822-3145	
Address: 3600 Deepwater Terminal Blvd., Suite 200, Richmond, VA 23234			
Owner: Steger Family Trust		Address: 1525 Old Ballard Rd., Charlottesville, VA 22901	
Location: east of Rt. 717, 1.4 mile south of Rt. 719			
Tax Map: 119-55A		Subdivision:	
Property Size: 156.9 ac.		Lot:	

### Soil Information Summary

1. Position in landscape satisfactory? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Describe: shoulder and sideslope			
2. Slope (max) 24 %			
3. Depth to Rock or impervious strata:	Max.	in.	Min. 60+ in.
4. Depth to seasonal water table (gray mottling or gray color):	No <input checked="" type="checkbox"/> Yes <input type="checkbox"/>	Inches	
5. Free water present: No <input checked="" type="checkbox"/> Yes <input type="checkbox"/> range in inches -			
6. Soil percolation rate estimated?	Yes <input checked="" type="checkbox"/>	Texture Group I <input type="checkbox"/> II <input type="checkbox"/> III <input checked="" type="checkbox"/> IV <input type="checkbox"/>	
	No <input type="checkbox"/>	Estimated rate 65 min/inch	
7. Permeability test performed Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>			
If yes, note type of test performed and attach			

<input checked="" type="checkbox"/> Site Approved	Drainfield to be placed at 36" depth at site designated on site sketch
<input type="checkbox"/> Site Disapproved	
Reason for Rejection	
1. <input type="checkbox"/>	Position in landscape subject to flooding or periodic saturation
2. <input type="checkbox"/>	Insufficient depth of suitable soil over hard rock
3. <input type="checkbox"/>	Insufficient depth of suitable soil to seasonal water table
4. <input type="checkbox"/>	Rates of absorption too slow.
5. <input type="checkbox"/>	Insufficient area of acceptable soil for required drainfield, and or reserve area
6. <input type="checkbox"/>	Proposed system too close to well
7. <input type="checkbox"/>	Other Specify



### Soil Profile

Hole	Hrzn	Depth (in)	Material Description	Txt Grp
1	Ap	0-3	10yr3/3 dark brown Loam	2
	Bt	3-15	5yr5/6 yellowish red Clay Loam, weak SBK	3
	BtC	15-60	2.5yr4/6 red Clay Loam, weak SBK, and increasing very highly weathered schist fragments	3
2	Ap	0-4	10yr3/3 dark brown Loam	2
	Bt	4-12	5yr5/8 yellowish red Clay Loam, weak SBK	3
	BtC	12-60	2.5yr4/6 red Clay Loam, weak SBK, and increasing very highly weathered schist fragments	3
3	Ap	0-3	10yr3/3 dark brown Loam	2
	Bt	3-18	5yr5/6 yellowish red Clay Loam, weak SBK	3
	BtC	18-60	2.5yr4/6 red Clay Loam, weak SBK, and increasing very highly weathered schist fragments	3

### Design Calculations

#### Design Basis

A. Estimated Percolation Rate	65 @ 36 in.
B. Trench bottom square feet required per bedroom	496 - 25% = 372 (GMP #135.A)
C. Number of bedrooms	5

#### Area Calculations

A. Length of trench (ft.)	<u>75</u>
B. Length of available area (ft.)	<u>75</u>
C. Width of trench (ft.)	<u>3</u>
D. Number of trenches	<u>9</u>
E. Center-to-center spacing (ft.)	<u>9</u>
F. Width required (ft.)	<u>75</u>
G. Width of available area (ft.)	<u>75</u>
H. Total square footage required	<u>2480 - 25% = 1860</u>
I. Square footage in design	<u>2025</u>
J. Is a reserve area required?	Yes, <u>100%</u> Reserve Area available



(Note: Some items on map may not appear in legend)



November 8, 2017



Map is for Display Purposes Only • Aerial Imagery from the Commonwealth of Virginia and Other Sources



## PURCHASE AGREEMENT OF SALE

THIS AGREEMENT made this 16th day of November 2017 between \_\_\_\_\_ the  
\_\_\_\_\_  
"Buyer" whose email address and phone number are \_\_\_\_\_  
\_\_\_\_\_ and **STEGER, THOMAS RANDOLPH FAMILY TRUST; PHYLLIS H STEGER  
ETAL TRS** the "Seller", and MOTLEY'S AUCTIONS, INC. trading as MOTLEYS ASSET  
DISPOSITION GROUP (Motley's) (V.A.A.L. No. 16; Real Estate License No. 0226 005928),  
"Auction Firm."

In consideration of the deposit in the sum of \$ \_\_\_\_\_ in  
cash or certified funds, receipt of which is acknowledged, the Buyer agrees to buy and  
the Seller agrees to sell for the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) calculated as the high bid of \_\_\_\_\_  
\_\_\_\_\_ plus \$ \_\_\_\_\_ buyer's premium (10% OR  
\$2,500.00, whichever is greater), all that certain piece, parcel or lot of land together with  
all improvements thereon (the Property") described as follows:

Address: 6731 Secretarys Sand Rd., Schuyler, VA 22969  
Tax Map Parcel #'s: 119-53A, 119-54, 119-55A, 20-19, 120-18B

DEED AND TITLE. Said premises are to be conveyed by Marketable Deed from all owners  
of record. 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 is to be paid by a  
cashier's check or personal/company check with the bank letter of guarantee on auction  
date, any balance of 10% of the high bid is to be paid within three (3) business days of  
the date of this agreement, the sum of which shall be applied to the purchase price upon  
compliance by Buyer(s) with the Agreement. 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 escrow agent.

2. BALANCE OF PURCHASE PRICE AT SETTLEMENT. The balance of the  
purchase price shall be paid by a cashier's check or cash at the time of final settlement  
and delivery of deed. Final settlement shall take place by **Monday, December 18, 2017**.

3. FINANCING. This property is not being sold subject to financing.

4. COMMISSIONS. Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to 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.

5. TITLE. Except as may be otherwise provided in this agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for title search will be paid for by the Buyer. If a defect is found which can be remedied by legal action or otherwise 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 sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Buyer. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Buyer shall have any claim against the other or against Auction Firm by reason of this Contract. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this agreement, cannot be conveyed by Seller; Buyer shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

6. 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 final settlement on the basis of the imposing authority's fiscal year.

7. POSSESSION. Possession shall be solely the responsibility of the Buyer.

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

9. WORK DONE OR ORDERED. Seller shall not be liable for any work done or ordered to be done after the date of this agreement by any municipal or other public authority, or for any notice issued after the date of this agreement 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 this agreement.

10. PREPARATION OF DOCUMENTS. The 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, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.



11. **DEFAULT BY BUYER.** Should Buyer fail to close as provided in this Agreement, Buyer will be in default. Upon default by Buyer, Seller's and Motley's liability hereunder to Buyer shall absolutely cease, and Motley's shall be entitled to retain the Buyer's Deposit. If Buyer has not paid the Buyer's Deposit in full or if Motley's has incurred any expenses due to default by Buyer, and Buyer has made payment(s) to Seller, then, upon notice from Motley's to the Seller, any payment(s) by Buyer to Seller ("Payments to Seller") shall be remitted to Motley's by the Seller and shall be subject to use as reimbursement to Motley's for any expenses incurred by Motley's due to default of Buyer. The Buyer's Deposit and the Payment to Seller shall be apportioned to Motley's and Seller in the following manner: Motley's will retain the amount it would have received as the Buyer's Premium at settlement plus compensation for any expenses it incurred due to default by Buyer, and Seller will retain the remainder.

Additionally, Motley's may resort to any other action or remedy in law or equity that may be available.

12. **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.

13. **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.

14. **SELLER'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 to the Buyer, either directly or indirectly, for breach of any provision of this Agreement. In the event that Motley's is found liable to the Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.

15. **ADDITIONALLY, BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF, AND HAVE COMPLETED THEIR RESPECTIVE PORTIONS OF, THE RESIDENTIAL PROPERTY DISCLAIMER STATEMENT, REQUIRED DISCLOSURE OF BROKERAGE RELATIONSHIP, AND IF APPLICABLE (FOR HOUSES BUILT PRIOR TO 1978), DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FORM, WHICH ARE INCORPORATED HEREIN BY REFERENCE HERETO. BUYER FURTHER ACKNOWLEDGES RECEIPT AND COMPLETION OF THE BID PACKAGE FOR THIS PROPERTY AND THE "IMPORTANT NOTICES FOR ALL PURCHASERS OF RESIDENTIAL REAL ESTATE" FORM, AND AGREES HE/SHE HAS SUBMITTED THAT FORM TO MOTLEY'S WITH HIS/HER SIGNATURE, AND, IF NOT, AGREES TO WAIVE RIGHTS TO ALL NOTICES AND DISCLOSURES THAT FORM, AND THE BID PACKAGE CONTAIN AND RELINQUISHES ALL CAUSES OF**

ACTION BASED ON FAILURE TO DISCLOSE ANY OF THE INFORMATION CONTAINED THEREIN.

16. 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.

17. TIME IS OF THE ESSENCE. All Times herein shall be of the essence of this agreement. In the event that Buyer does not close on time, Buyer shall be liable to the Auction Firm in the amount of \$80.00 for each day that closing does not occur as scheduled herein as an administrative late fee. The parties agree and acknowledge that such amount shall be for reimbursement of administrative expenses incurred by Motley's as a result of such delay, and is not a penalty. The sum of such expenses may be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing.

18. RISK OF LOSS. Seller assumes until settlement, all risks of loss or damage to the property by fire, windstorm, casualty, or other cause.

19. 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.

20. FAX/ELECTRONIC AGREEMENT. Buyer and Seller agree that a facsimile/electronic 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. 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 CONDITIONS, THIS AGREEMENT SHALL TAKE PRECEDENCE.

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23. The Seller of this property has 5 business days in which to approve the offer. If offer is not approved, then the Auction Firm will refund to the Buyer its deposit within 10 business days of the auction.

24. 1031 TAX EXCHANGE. By signing below, the Purchaser agrees to sign any additional documents as may be necessary for Seller in order to facilitate a 1031 Tax Exchange

25. BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to seller and Auctioneer/Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and suitability or to determine any other matters relevant to Buyer's decision to purchase; that the Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Auctioneer/Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing.

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

**APPROVED:**

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

**MOTLEYS ASSET DISPOSITION GROUP:**

By: \_\_\_\_\_  
DATE

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\_\_\_\_\_ plus \$ \_\_\_\_\_ buyer's premium (10% OR  
\$2,500.00, whichever is greater), all that certain piece, parcel or lot of land together with  
all improvements thereon (the Property") described as follows:

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Tax Map Parcel #'s: 119-53A, 119-54

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24. 1031 TAX EXCHANGE. By signing below, the Purchaser agrees to sign any additional documents as may be necessary for Seller in order to facilitate a 1031 Tax Exchange

25. BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to seller and Auctioneer/Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and suitability or to determine any other matters relevant to Buyer's decision to purchase; that the Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Auctioneer/Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing.

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

**APPROVED:**

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

**MOTLEYS ASSET DISPOSITION GROUP:**

By: \_\_\_\_\_  
DATE



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DISPOSITION GROUP (Motley's) (V.A.A.L. No. 16; Real Estate License No. 0226 005928),  
"Auction Firm."

In consideration of the deposit in the sum of \$ \_\_\_\_\_ in  
cash or certified funds, receipt of which is acknowledged, the Buyer agrees to buy and  
the Seller agrees to sell for the sum of \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_) calculated as the high bid of \_\_\_\_\_  
\_\_\_\_\_ plus \$ \_\_\_\_\_ buyer's premium (10% OR  
\$2,500.00, whichever is greater), all that certain piece, parcel or lot of land together with  
all improvements thereon (the Property") described as follows:

Address: Secretarys Sand Rd., Schuyler, VA 22969 (Tract 2 - 193.64 AC)  
Tax Map Parcel #'s: 119-55A, 120-18B, 120-19

DEED AND TITLE. Said premises are to be conveyed by Marketable Deed from all owners  
of record. 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 is to be paid by a  
cashier's check or personal/company check with the bank letter of guarantee on auction  
date, any balance of 10% of the high bid is to be paid within three (3) business days of  
the date of this agreement, the sum of which shall be applied to the purchase price upon  
compliance by Buyer(s) with the Agreement. 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 escrow agent.

2. BALANCE OF PURCHASE PRICE AT SETTLEMENT. The balance of the  
purchase price shall be paid by a cashier's check or cash at the time of final settlement  
and delivery of deed. Final settlement shall take place by **Monday, December 18, 2017.**

3. FINANCING. This property is not being sold subject to financing.

4. COMMISSIONS. Buyer acknowledges and understands that the Buyer's Premium on the sale is a commission to 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.

5. TITLE. Except as may be otherwise provided in this agreement, the title to said premises shall be good and marketable or such as will be insured at regular rates by a responsible Title Insurance Company. The cost for title search will be paid for by the Buyer. If a defect is found which can be remedied by legal action or otherwise 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 sixty (60) days after scheduled date of closing, then this Contract may be terminated by either Seller or Buyer at the expiration of such sixty (60) day period, at which time the Deposit shall be returned to Buyer. Upon the return of the Deposit, this Contract shall be terminated and shall be deemed to be null and void; neither Seller nor Buyer shall have any claim against the other or against Auction Firm by reason of this Contract. Buyer may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph. If title, in accordance with this agreement, cannot be conveyed by Seller; Buyer shall have the option of taking such title as Seller can give without abatement of price or, in the alternative, of being repaid all money paid on account of the purchase price. In the latter event, Seller's and Auction Firm's liability hereunder to the Buyer shall absolutely cease.

6. 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 final settlement on the basis of the imposing authority's fiscal year.

7. POSSESSION. Possession shall be solely the responsibility of the Buyer.

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

9. WORK DONE OR ORDERED. Seller shall not be liable for any work done or ordered to be done after the date of this agreement by any municipal or other public authority, or for any notice issued after the date of this agreement 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 this agreement.

10. PREPARATION OF DOCUMENTS. The 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, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including Grantor's Tax.



11. **DEFAULT BY BUYER.** Should Buyer fail to close as provided in this Agreement, Buyer will be in default. Upon default by Buyer, Seller's and Motley's liability hereunder to Buyer shall absolutely cease, and Motley's shall be entitled to retain the Buyer's Deposit. If Buyer has not paid the Buyer's Deposit in full or if Motley's has incurred any expenses due to default by Buyer, and Buyer has made payment(s) to Seller, then, upon notice from Motley's to the Seller, any payment(s) by Buyer to Seller ("Payments to Seller") shall be remitted to Motley's by the Seller and shall be subject to use as reimbursement to Motley's for any expenses incurred by Motley's due to default of Buyer. The Buyer's Deposit and the Payment to Seller shall be apportioned to Motley's and Seller in the following manner: Motley's will retain the amount it would have received as the Buyer's Premium at settlement plus compensation for any expenses it incurred due to default by Buyer, and Seller will retain the remainder.

Additionally, Motley's may resort to any other action or remedy in law or equity that may be available.

12. **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.

13. **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.

14. **SELLER'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 to the Buyer, either directly or indirectly, for breach of any provision of this Agreement. In the event that Motley's is found liable to the Buyer, then the extent of Motley's liability shall be limited to the amount of any funds paid to Motley's under this Agreement.

15. **ADDITIONALLY, BOTH BUYER AND SELLER ACKNOWLEDGE RECEIPT OF, AND HAVE COMPLETED THEIR RESPECTIVE PORTIONS OF, THE RESIDENTIAL PROPERTY DISCLAIMER STATEMENT, REQUIRED DISCLOSURE OF BROKERAGE RELATIONSHIP, AND IF APPLICABLE (FOR HOUSES BUILT PRIOR TO 1978), DISCLOSURE OF INFORMATION AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS FORM, WHICH ARE INCORPORATED HEREIN BY REFERENCE HERETO. BUYER FURTHER ACKNOWLEDGES RECEIPT AND COMPLETION OF THE BID PACKAGE FOR THIS PROPERTY AND THE "IMPORTANT NOTICES FOR ALL PURCHASERS OF RESIDENTIAL REAL ESTATE" FORM, AND AGREES HE/SHE HAS SUBMITTED THAT FORM TO MOTLEY'S WITH HIS/HER SIGNATURE, AND, IF NOT, AGREES TO WAIVE RIGHTS TO ALL NOTICES AND DISCLOSURES THAT FORM, AND THE BID PACKAGE CONTAIN AND RELINQUISHES ALL CAUSES OF**

ACTION BASED ON FAILURE TO DISCLOSE ANY OF THE INFORMATION CONTAINED THEREIN.

16. 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.

17. TIME IS OF THE ESSENCE. All Times herein shall be of the essence of this agreement. In the event that Buyer does not close on time, Buyer shall be liable to the Auction Firm in the amount of \$80.00 for each day that closing does not occur as scheduled herein as an administrative late fee. The parties agree and acknowledge that such amount shall be for reimbursement of administrative expenses incurred by Motley's as a result of such delay, and is not a penalty. The sum of such expenses may be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing.

18. RISK OF LOSS. Seller assumes until settlement, all risks of loss or damage to the property by fire, windstorm, casualty, or other cause.

19. 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.

20. FAX/ELECTRONIC AGREEMENT. Buyer and Seller agree that a facsimile/electronic 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. 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 CONDITIONS, THIS AGREEMENT SHALL TAKE PRECEDENCE.

22. 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.



23. The Seller of this property has 5 business days in which to approve the offer. If offer is not approved, then the Auction Firm will refund to the Buyer its deposit within 10 business days of the auction.

24. 1031 TAX EXCHANGE. By signing below, the Purchaser agrees to sign any additional documents as may be necessary for Seller in order to facilitate a 1031 Tax Exchange

25. BUYER'S INSPECTION, DISCLOSURES, REPRESENTATIONS AND WARRANTIES: Buyer agrees, acknowledges and warrants without limitation to seller and Auctioneer/Broker, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to bidding to determine the location of structures, easements, improvements, inhabitability, use and suitability or to determine any other matters relevant to Buyer's decision to purchase; that the Buyer hereby accepts all liability, as between Buyer and the foregoing, and shall indemnify and hold harmless Seller, Auctioneer/Broker, their affiliates, agents, employees, officers, representatives and owners from and against any claims, liabilities, demands, or actions incident to, resulting from or in any way arising out of this transaction, or the possession, ownership, maintenance or use of the Property and that such indemnity shall survive Closing.

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

**APPROVED:**

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
BUYER DATE

\_\_\_\_\_  
SELLER DATE

\_\_\_\_\_  
SELLER DATE

**MOTLEYS ASSET DISPOSITION GROUP:**

By: \_\_\_\_\_  
DATE

# Advisor Bio & Contact 1

## CHIP JONES, CAI

### Senior Advisor

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Suite 200  
Richmond, VA 23234  
T 804.822.3145  
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VA #0225068396  
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## PROFESSIONAL BACKGROUND

Chip specializes in the valuation, marketing, sales, and sales management of all types of commercial real estate. His position incorporates assisting with Fortis foreclosure services, Motleys' Bankruptcy division, as well as offering a full array of asset sale, valuation, and management services to new customers and existing clients.

Chip is a graduate from Longwood University with a Bachelor of Sciences Degree and has over 13 years' experience in the real estate market. He holds active real estate and auctioneer licenses in both Virginia and North Carolina. He is committed to providing exceptional customer service and is dedicated to the auction and appraisal industry.

## MEMBERSHIPS & AFFILIATIONS

Certified Auctioneers Institute  
Virginia Auctioneers Association  
National Auctioneers Association  
National Association of Realtors  
Richmond Association of Realtors  
Outer Banks Association of Realtors  
Northern Neck Association of Realtors  
Turn Around Management Association



# Advisor Bio & Contact 2

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# Disclaimer

The material contained in this Offering Brochure is furnished solely for the purpose of considering the purchase of the property within and is not to be used for any other purpose. This information should not, under any circumstances, be photocopied or disclosed to any third party without the written consent of the SVN® Advisor or Property Owner, or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

The only party authorized to represent the Owner in connection with the sale of the Property is the SVN Advisor listed in this proposal, and no other person is authorized by the Owner to provide any information or to make any representations other than contained in this Offering Brochure. If the person receiving these materials does not choose to pursue a purchase of the Property, this Offering Brochure must be returned to the SVN Advisor.

Neither the SVN Advisor nor the Owner make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, and nothing contained herein is or shall be relied upon as a promise or representation as to the future representation of the Property. This Offering Brochure may include certain statements and estimates with respect to the Property. These Assumptions may or may not be proven to be correct, and there can be no assurance that such estimates will be achieved. Further, the SVN Advisor and the Owner disclaim any and all liability for representations or warranties, expressed or implied, contained in or omitted from this Offering Brochure, or any other written or oral communication transmitted or made available to the recipient. The recipient shall be entitled to rely solely on those representations and warranties that may be made to it in any final, fully executed and delivered Real Estate Purchase Agreement between it and Owner.

The information contained herein is subject to change without notice and the recipient of these materials shall not look to Owner or the SVN Advisor nor any of their officers, employees, representatives, independent contractors or affiliates, for the accuracy or completeness thereof. Recipients of this Offering Brochure are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

This Offering Brochure is a solicitation of interest only and is not an offer to sell the Property. The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest to purchase the Property and expressly reserves the right, at its sole discretion, to terminate negotiations with any entity, for any reason, at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the Offering Brochure or making an offer to purchase the Property unless and until the Owner executes and delivers a signed Real Estate Purchase Agreement on terms acceptable to Owner, in Owner's sole discretion. By submitting an offer, a prospective purchaser will be deemed to have acknowledged the foregoing and agreed to release the Owner and the SVN Advisor from any liability with respect thereto.

To the extent Owner or any agent of Owner corresponds with any prospective purchaser, any prospective purchaser should not rely on any such correspondence or statements as binding Owner. Only a fully executed Real Estate Purchase Agreement shall bind the property and each prospective purchaser proceeds at its own risk.





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