



210 PACKETS CT. - UNIT A & C

WILLIAMSBURG, VA 23185

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Senior Advisor
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Property Summary



OFFERING SUMMARY

Opening Offer:	\$175,000
Unit A Size:	1,491 SF
Unit C Size:	1,192 SF
NOI	\$19,800
Lease Term:	Expires 4/30/2019
Sale Date & Time:	5/24 From 2 to 3 p.m.

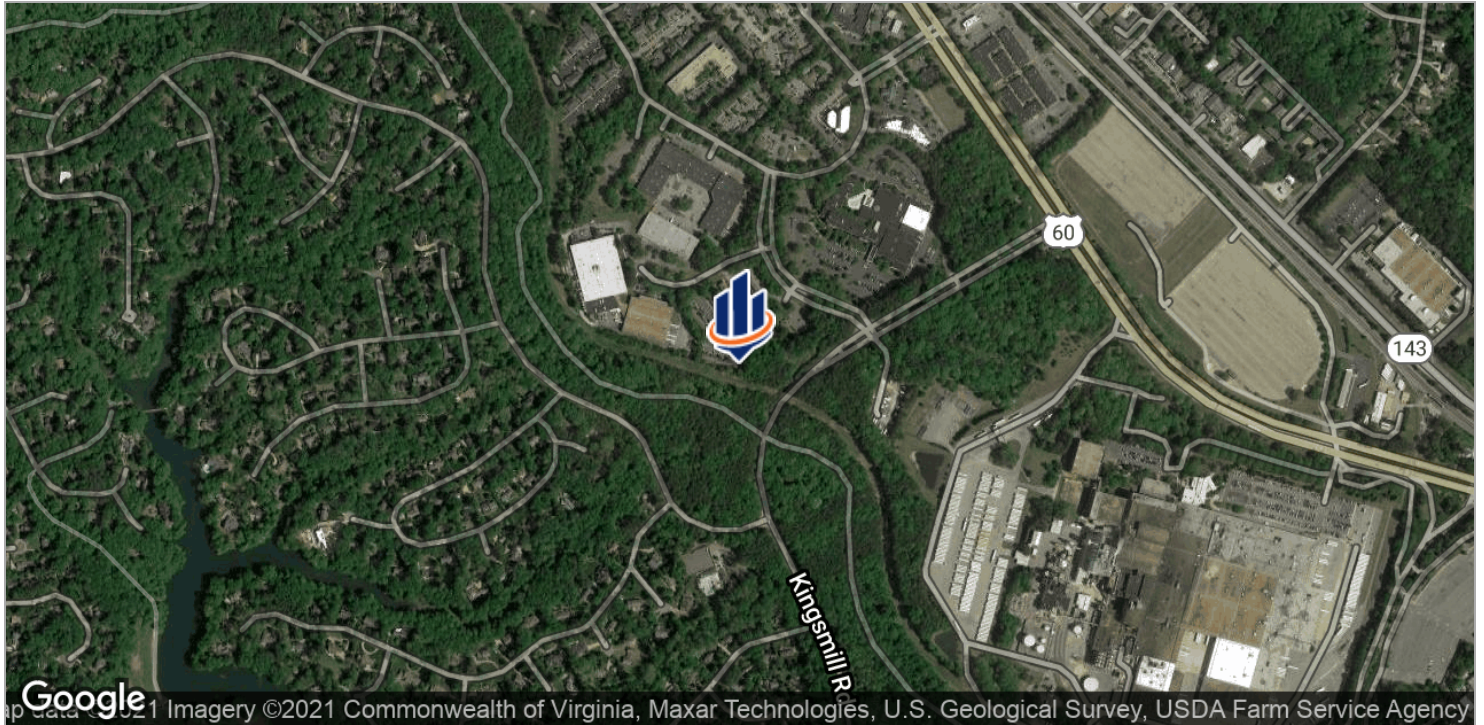
PROPERTY OVERVIEW

The property consists of two renovated/updated Office Condominiums that has been well maintained. They are located within the Busch Corporate Center, adjacent to The Kingsmill Resort in the James City County portion of Williamsburg, VA.

Both condos are leased to the same tenant and income producing. Current lease expires 4/30/2019. Tenant is paying \$2,441.53/mo. or \$29,298.36/annually. The properties have the potential be sold/leased separately and the tenant has outgrown the space and is willing to move out as soon as October of this year or can stay through the duration of the lease as needed. Combined HOA fee for both units is \$480 a month and includes common area maintenance, trash removal, exterior maintenance, and parking lot maintenance and snow removal.

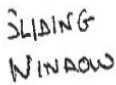
The property is zoned (M-1) and affords all rights and privileges within the James City County's Limited Business/Industrial Zoning Ordinance. This location is within the Virginia Beach-Norfolk-Newport News MSA.

Location Maps





Floor Plan



James City County, Virginia

Parcel ID (PIN): 50209D0210A
LRSN: 26053
Property Address: 210 A PACKETS COURT
 WILLIAMSBURG, VA 23185
Subdivision: Busch Corporate Center
Owner's Name: OLD POINT NATIONAL BANK OF
 PHOEBUS
Mailing Address: 10 S MALLORY ST
 HAMPTON, VA
 236631708

General Information

Property Class:	404, Commercial & Industrial	VA Senate District:	3
Zoning:	M1 Limited Business/Industrial	VA House District:	93
Zoning (additional):	No Data	Congressional District:	2
Air Approach:	No	Election District:	Roberts
Legal Acreage:	No Data	Voting Precinct:	Roberts B
Legal Description:	UNIT 2 BLDG D PACKET'S EXECUTIVE CENTER CONDOMINIUM	Polling Place:	Mount Gilead Baptist Church
Primary Service Area:	Yes	Census:	801.01

To confirm utility information please contact JCSA at 757-229-7421

Schools

Elementary School: James River
Middle School: Berkeley
High School: Jamestown

Assessment Information

Valuation as of:	January 1, 2016	January 1, 2017	January 1, 2018
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018
Land Value:	\$17,100.00	\$17,100.00	\$17,100.00
Improvement Value:	\$153,900.00	\$153,900.00	\$153,900.00
Total Value:	\$171,000.00	\$171,000.00	\$171,000.00

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/Pg
AMNK LLC	4/3/2018	\$198,500.00	180006408
J S A, THREE LLC	2/2/2006	\$314,722.00	060002525
No Data	1/22/2002	\$0.00	020001939

Improvements

Year Built: 1979

Stories: 1

Approximate Square Footage		Rooms		Construction	
Finished (Above Grade):	1491	Total:	0	Foundation:	No Data
Basement:	No Data	Bedrooms:	No Data	Exterior:	No Data
Attached Garage:	No Data	Full Baths:	No Data	Central A/C:	N
Detached Garage:	No Data	Half Baths:	No Data	Out Buildings:	No Data
Enclosed Porch:	No Data				
Open Porch:	No Data				
Deck:	No Data				

Property Tax Information

Balance Due: \$0.00

Calculated as of : 04/19/2018

Year	Install #	Type	Due Date	Tax Amount	Tax Billed*	Penalty Billed	Interest Billed	Tax Paid	Penalty Paid	Interest Paid	Date Paid	Balance Due
2017	2	Tax	6/5/2018	\$718.20	\$718.20	\$0.00	\$0.00	\$718.20	\$0.00	\$0.00	3/30/2018	\$0.00
2017	1	Tax	12/5/2017	\$718.20	\$718.20	\$71.82	\$19.75	\$718.20	\$71.82	\$19.75	3/30/2018	\$0.00
2016	2	Tax	6/5/2017	\$718.20	\$718.20	\$71.82	\$59.25	\$718.20	\$71.82	\$59.25	3/30/2018	\$0.00
2016	1	Tax	12/5/2016	\$718.20	\$718.20	\$71.82	\$6.58	\$718.20	\$71.82	\$6.58	1/6/2017	\$0.00
2015	2	Tax	6/6/2016	\$718.20	\$718.20	\$0.00	\$0.00	\$718.20	\$0.00	\$0.00	6/6/2016	\$0.00
2015	1	Tax	12/7/2015	\$718.20	\$718.20	\$71.82	\$0.00	\$718.20	\$71.82	\$0.00	12/31/2015	\$0.00

*The Tax Billed amount is based on the assessment of the property multiplied by the current tax rate, less any tax relief and/or exemption if applicable

Real estate taxes are assessed on Fiscal Year (July-June) and billed (in arrears) in two installments due December 5th and June 5th of each year.

Taxes due December 5th relate to July through December.

Taxes due June 5th relate to January through June.

James City County,
Virginia

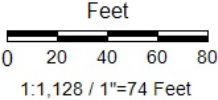
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Parcels



Title: Parcels

Date: 4/19/2018



DISCLAIMER: This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. The information displayed is a compilation of records, information, and data obtained from various sources, and James City County is not responsible for its accuracy or how current it may be.

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Legal Acreage:	No Data	Voting Precinct:	Roberts B
Legal Description:	UNIT 1 BLDG D PACKET'S EXECUTIVE CENTER CONDOMINIUM	Polling Place:	Mount Gilead Baptist Church
Primary Service Area:	Yes	Census:	801.01

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Elementary School: James River
Middle School: Berkeley
High School: Jamestown

Assessment Information

Valuation as of:	January 1, 2016	January 1, 2017	January 1, 2018
Effective for Billing:	July 1, 2016	July 1, 2017	July 1, 2018
Land Value:	\$13,700.00	\$13,700.00	\$13,700.00
Improvement Value:	\$123,200.00	\$123,200.00	\$123,200.00
Total Value:	\$136,900.00	\$136,900.00	\$136,900.00

Ownership History

Previous Owner Name	Sale Date	Sale Price	Doc # or Deed Book/Pg
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No Data	1/22/2002	\$0.00	020001939

Improvements

Year Built: 1979
Stories: 1

Approximate Square Footage		Rooms		Construction	
Finished (Above Grade):	1192	Total:	0	Foundation:	No Data
Basement:	No Data	Bedrooms:	No Data	Exterior:	No Data
Attached Garage:	No Data	Full Baths:	No Data	Central A/C:	N
Detached Garage:	No Data	Half Baths:	No Data	Out Buildings:	No Data
Enclosed Porch:	No Data				
Open Porch:	No Data				
Deck:	No Data				

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2017	1	Tax	12/5/2017	\$574.98	\$574.98	\$57.50	\$15.81	\$574.98	\$57.50	\$15.81	3/30/2018	\$0.00
2016	2	Tax	6/5/2017	\$574.98	\$574.98	\$57.50	\$47.44	\$574.98	\$57.50	\$47.44	3/30/2018	\$0.00
2016	1	Tax	12/5/2016	\$574.98	\$574.98	\$57.50	\$5.27	\$574.98	\$57.50	\$5.27	1/6/2017	\$0.00
2015	2	Tax	6/6/2016	\$574.98	\$574.98	\$0.00	\$0.00	\$574.98	\$0.00	\$0.00	6/6/2016	\$0.00
2015	1	Tax	12/7/2015	\$574.98	\$574.98	\$57.50	\$0.00	\$574.98	\$57.50	\$0.00	12/31/2015	\$0.00

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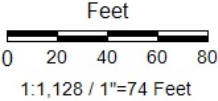
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 Parcels



Title: Parcels

Date: 4/19/2018



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DIVISION 11. - LIMITED BUSINESS/INDUSTRIAL DISTRICT, M-1

Sec. 24-410. - Statement of intent.

The primary purpose of the Limited Business/Industrial District, M-1, is to establish an area where the principal use of land is for limited business/industrial operations which are not ordinarily compatible with adjacent residential development. The specific intent of this district is to accomplish the following:

- (1) Encourage the use of land for limited business and industrial purposes;
- (2) Prohibit residential developments on land reserved for limited business and industrial uses;
- (3) Permit certain commercial and office uses in a manner which is compatible with limited business and industrial uses; and
- (4) Establish minimum requirements to protect the health, safety and welfare of the citizens of James City County from the effects or impacts commonly associated with the development of limited business and industrial uses.

(Ord. No. 31A-88, § 20-87, 4-8-85; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-263, 1-10-12)

Sec. 24-411. - Use list.

Reference section 24-11 for special use permit requirements for certain commercial uses and exemptions.

In the Limited Business/Industrial District, M-1, buildings to be erected or land to be used shall be for one or more of the following or similar uses:

Use Category	Use List	Permitted Uses	Specially Permitted Uses
Residential	An apartment or living quarters for a guard, caretaker, proprietor or the person employed on the premises, which is clearly secondary to the commercial or industrial use of the property	P	
Commercial	Accessory uses and structures as defined in <u>section 24-2</u>	P	
	Adult day care centers	P	
	Antique shops	P	
	Arts and crafts, hobby and handicraft shops	P	
	Auction houses	P	

	Bakeries or fish markets	P	
	Banks and other financial institutions	P	
	Barber shops and beauty salons	P	
	Business and professional offices	P	
	Catering and meal preparation	P	
	Child day care centers	P	
	Contractor offices, equipment storage yards, shops and warehouses (with materials and equipment storage limited to a fully enclosed building or screened with landscaping and fencing with a maximum height of 12 feet from adjacent property)	P	
	Convenience stores; if fuel is sold, then in accordance with <u>section 24-38</u>		SUP
	Convention centers	P	
	Courier services	P	
	Data processing centers	P	
	Drug stores	P	
	Dry cleaners and laundries	P	
	Farmer's market	P	
	Fast food restaurants		SUP
	Feed, seed and farm supply stores	P	
	Firearms sales and service	P	
	Firing and shooting ranges (limited to a fully enclosed building)	P	
	Funeral homes	P	

	Gift and souvenir stores	P	
	Grocery stores	P	
	Health and exercise clubs, fitness centers	P	
	Heliports, helistops and accessory uses		SUP
	Hospitals		SUP
	Hotels and motels with accessory retail sales, barber shops and beauty shops located within the hotel or motel, for the principal benefit of the resident guest	P	
	Indoor centers of amusement including billiard halls, arcades, pool rooms, bowling alleys, dance clubs and bingo halls	P	
	Indoor sport facilities, including firing and shooting ranges	P	
	Indoor theaters	P	
	Janitorial service establishments	P	
	Kennels and animal boarding facilities	P	
	Laboratories, research and development centers	P	
	Laser technology production	P	
	Limousine services (with maintenance limited to a fully enclosed building)	P	
	Lodges, civic clubs, fraternal organizations and service clubs	P	
	Lumber and building supply (with storage limited to a fully enclosed building or screened with landscaping and fencing with a maximum height of 12 feet from adjacent property)	P	
	Machinery sales and service (with storage and repair limited to a fully enclosed building or screened from adjacent property with landscaping and fencing with a maximum height of 12 feet)	P	

	Marinas, docks, piers, yacht clubs, boat basins, boat storage and servicing, repair and sale facilities for the same; if fuel is sold, then in accordance with <u>section 24-38</u>	P	
	Marine or waterfront businesses to include the receipt, storage and transshipment of waterborne commerce or seafood receiving, packaging or distribution	P	
	Medical clinics or offices, including emergency care and first aid centers	P	
	Mobile Food Vending Vehicles in accordance with <u>section 24-49</u>	P	
	Museums	P	
	New and/or rebuilt automotive parts sales (with storage limited to a fully enclosed building or screened from adjacent property with landscaping and fencing with a maximum height of 12 feet)	P	
	Nursing homes		SUP
	Nurseries	P	
	Off-street parking as required by article II, division 2 of this chapter	P	
	Office supply stores	P	
	Outdoor centers of amusement, including miniature golf, bumper boats and waterslide parks		SUP
	Outdoor sports facilities, including golf courses, driving ranges, batting cages and skate parks, with water and sewer facilities for golf courses as approved by the board of supervisors		SUP
	Parking lots, structures or garages	P	
	Pawnshops		SUP

	Payday/title loan establishments		SUP
	Pet stores and pet supply sales	P	
	Photography, artist and sculptor stores and studios	P	
	Plumbing and electrical supply and sales (with storage limited to a fully enclosed building or screened with landscaping and fencing with a maximum height of 12 feet from adjacent property)	P	
	Printing, mailing, lithographing, engraving, photocopying, blueprinting and publishing establishments	P	
	Private streets within "qualifying industrial parks" in accordance with <u>section 24-62</u>	P	
	Radio and television stations and accessory antenna or towers, self supported, (not attached to buildings) which are 60 feet less in height	P	
	Research, development and design facilities or laboratories	P	
	Restaurants, tea rooms, coffee shops, and taverns, not to include fast food restaurants	P	
	Retail and service stores, including the following stores: alcohol, appliances, books, cabinets, cameras, candy, carpet, coin, department, dressmaking, electronics, florist, furniture, furrier, garden supply, gourmet foods, greeting card, hardware, home appliance, health and beauty aids, ice cream, jewelry, locksmith, music, optical goods, paint, pet, picture framing, plant supply, shoes, sporting goods, stamps, tailor, tobacco and pipes, toys, travel agencies, upholstery, variety, wearing apparel, and yard goods	P	
	Retail food stores	P	
	Security service offices	P	
	Small-scale alcohol production	P	

	Tattoo parlors		SUP
	Taxi service	P	
	Theme parks greater than 10 acres in size		SUP
	Truck stops; if fuel is sold, then in accordance with <u>section 24-38</u>		SUP
	Truck terminals; if fuel is sold, then in accordance with <u>section 24-38</u>		SUP
	Vehicle and trailer sales and service (with major repair limited to a fully enclosed building and screened from adjacent property by landscaping and fencing with a maximum height of 12 feet)	P	
	Vehicle repair and service, including tire, transmission, glass, body and fender, and other automotive product sales, new and/or rebuilt (with major repair limited to a fully enclosed building and storage of parts and vehicles screened from adjacent property by landscaping and fencing with a maximum height of 12 feet)	P	
	Vehicle rentals	P	
	Vehicle service stations; if fuel is sold, then in accordance with <u>section 24-38</u>	P	
	Veterinary hospitals (with all activities limited to a fully enclosed building with the exception of supervised animal exercise)	P	
	Warehousing, wholesaling, storage and distribution centers (with storage limited to a fully enclosed building or screened by landscaping and fencing with a maximum height of 12 feet from adjacent property)	P	
	Water impoundments, new or expansion of, less than 50 acres and with dam heights of less than 25 feet	P	

	Water impoundments, new or expansion of, greater than 50 acres, or with dam heights of less than 25 feet or more		SUP
	Water well drilling establishments	P	
	Welding and machine shops (with storage limited to a fully enclosed building or screened from adjacent property with landscaping and fencing with a maximum height of 12 feet)	P	
Civic	Fire stations	P	
	Governmental offices	P	
	Libraries	P	
	Nonemergency medical transport	P	
	Places of public assembly	P	
	Post offices	P	
	Schools		SUP
Utility	Communications facilities (public or private), including, but not limited to, antennas, towers and support structures up to a height of 40 feet; or multi-antenna systems up to a height of 60 feet. All facilities shall comply with article II, division 6 of this chapter.	P	
	Communications facilities (public or private), including, but not limited to, antennas, towers and support structures greater than a height of 40 feet; or multi-antenna systems greater than a height of 60 feet. All facilities shall comply with article II, division 6 of this chapter.		SUP
	Communications facilities (public or private), including, but not limited to, antennas, towers, and support structures, that utilize alternative mounting structures and/or are camouflaged. All facilities shall comply with article II, division 6 of this chapter.	P	

	Electrical generation facilities (public or private), steam generation facilities, electrical substations with a capacity of 5,000 kilovolt amperes or more and electrical transmission lines capable of transmitting 69 kilovolts or more		SUP
	Railroad facilities including tracks, bridges and switching stations. Spur lines which are to serve and are accessory to existing or proposed development adjacent to existing railroad rights-of-way and track and safety improvements in existing railroad rights-of-way, are permitted generally and shall not require a special use permit		SUP
	Telephone exchanges and telephone switching stations	P	
	Transmission pipelines, public or private, including pumping stations and accessory storage, for natural gas, propane gas, petroleum products, chemicals, slurry coal and any other gases, liquids or solids. Extensions for private connections to existing pipelines, which are intended to serve an individual residential or commercial customer and which are accessory to existing or proposed development, are permitted generally and shall not require a special use permit		SUP
	Water facilities (public or private) and sewer facilities (public), including, but not limited to, treatment plants, pumping stations, storage facilities and transmission mains, wells and associated equipment, such as pumps to be owned and operated by political jurisdictions. The following are permitted generally and shall not require a special use permit:		SUP
	(a) Private connections to existing mains that are intended to serve an individual customer and that are accessory to existing or proposed development, with no additional connections to be made to the line; and		
	(b) Distribution lines and local facilities within a development, including pump stations		
Open	Timbering, in accordance with <u>section 24-43</u>	P	

Industrial	Heavy equipment sales and service (with major repair limited to a fully enclosed building or screened with landscaping and fencing from adjacent property)	P	
	Industrial dry cleaners or laundries	P	
	Industrial or technical training centers or schools	P	
	Manufacture and assembly of musical instruments, toys, novelties, and rubber and metal stamps	P	
	Manufacture and bottling of soft drinks, water and alcoholic beverages	P	
	Manufacture and processing of textiles and textile products	P	
	Manufacture and storage of ice, including dry ice	P	
	Manufacture, assembly, or fabrication of sheet metal products	P	
	Manufacture, compounding, assembly or treatment of products made from previously prepared paper, plastic, metal, textiles, tobacco, wood, paint, fiber, glass, rubber, leather, cellophane, felt, fur, horn, wax, hair, yarn, and stone	P	
	Manufacture, compounding, processing and packaging of cosmetics, toiletries and pharmaceutical products	P	
	Manufacture, compounding, processing or packaging of food and food products, but not the slaughter of animals		SUP
	Manufacture of cans and other products from previously processed metals	P	
	Manufacture of carpets and carpet yarns	P	
	Manufacture of furniture	P	
	Manufacture of glass and glass products	P	
	Manufacture of pottery and ceramic products using kilns fired by gas or electricity	P	

	Manufacture or assembly of appliances, tools, firearms, hardware products and heating, cooling or ventilation equipment	P	
	Manufacture or assembly of electronic instruments, electronic devices or electronic components	P	
	Manufacture or assembly of medical, drafting, metering, marine, photographic and mechanical instruments and equipment	P	
	Manufactured home or mobile home sales	P	
	Petroleum storage and retail distribution		SUP
	Processing, assembly and manufacture of light industrial products or components (with all storage, processing, assembly and manufacture conducted indoors or under cover, with no dust, noise, odor or other objectionable effect)		SUP
	Propane storage, distribution or sale		SUP
	Recycling center or plant	P	
	Resource recovery facilities		SUP
	Solid waste transfer stations and container sites, public or private		SUP
	Waste disposal facilities		SUP

(Ord. No. 31A-88, § 20-88, 4-8-85; Ord. No. 31A-110, 9-12-88; Ord. No. 31A-128, 12-3-90; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-146, 8-3-92; Ord. No. 31A-150, 4-5-93; Ord. No. 31A-152, 8-16-93; Ord. No. 31A-167, 3-26-96; Ord. No. 31A-176, 5-26-98; Ord. No. 31A-177, 8-18-98; Ord. No. 31A-208, 8-13-02; Ord. No. 31A-214, 8-10-04; Ord. No. 31A-236, 8-12-08; Ord. No. 31A-263, 1-10-12; Ord. No. 31A-287, 4-9-13; Ord. No. 31A-291, 8-13-13; Ord. No. 31A-298, 6-9-15; Ord. No. 31A-322, 11-8-16; Ord. No. 31A-323, 11-8-16)

Sec. 24-412. - Outdoor operations and storage.

Any commercial or industrial operation or storage conducted in whole or in part out-of-doors shall meet the requirements of section 24-98(c).

(Ord. No. 31A-144, 6-1-92; Ord. No. 31A-263, 1-10-12)

Sec. 24-413. - Area requirements and minimum lot width.

- (a) Minimum lot size shall be 10,000 square feet.
- (b) Minimum width of lots shall be 75 feet at the setback line.

(Ord. No. 31A-88, §§ 20-89, 204-89.1, 4-8-85; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-263, 1-10-12)

Sec. 24-414. - Setback requirements.

- (a) Structures shall be located 50 feet or more from any street right-of-way which is 50 feet or greater in width. Where the street right-of-way is less than 50 feet in width, structures shall be located 75 feet or more from the center line of the street. The minimum setback of any portion of a structure which is in excess of 35 feet in height shall be increased one foot for each two feet of the structure's height in excess of 35 feet.
- (b) The minimum setback shall also be increased to a minimum of 75 feet from any street with a right-of-way 50 feet or greater in width and 100 feet from any street with a right-of-way of less than 50 feet of width when the property immediately across the street is zoned residential. The minimum setback of any portion of a structure across the street from property zoned residential which is in excess of 35 feet in height shall be increased one foot for each two feet of the structure's height in excess of 35 feet.
- (c) Setbacks for commercial uses may be reduced to 25 feet from any street right-of-way which is 50 feet or greater in width or 50 feet from the centerline of the street where the street right-of-way is less than 50 feet in width with approval of the planning director.

A site shall not be considered for a setback reduction if it is located on a planned road that is designated for widening improvements. A planned road includes any road or similar transportation facility as designated on the Comprehensive Plan, Six-Year Primary or Secondary Road Plan, Peninsula Area Transportation Plan or any road plan adopted by the board of supervisors. The planning director will consider a setback reduction only if the setback reduction will achieve results which clearly satisfy the overall purposes and intent of section 24-86 (Landscaping and Tree Preservation Requirements); if the setbacks do not negatively impact adjacent property owners; and if one or more of the following criteria are met:

- (1) The site is located on a Community Character Corridor or is designated a Community Character Area on the Comprehensive Plan Land Use Map, and proposed setbacks will better complement the design standards of the Community Character Corridor.
- (2) The adjacent properties have setbacks that are non-conforming with this section, and the proposed setbacks will better complement the established setbacks of adjacent properties, where such setbacks help achieve the goals and objectives of the Comprehensive Plan.
- (3) The applicant has offered site design which meets or exceeds the Development Standards of the Comprehensive Plan.
- (d) In areas where the board of supervisors has adopted specific design guidelines that call for reduction of setbacks in excess of those permitted in sub-section (c), the planning director can approve reductions upon finding substantial conformance with recommendations from the guidelines and compliance with the criteria from sub-section (c) above.
- (e) *Appeals.* In the event the planning director disapproves plans submitted under the provisions of this section or recommends conditions or modifications which are unacceptable to the applicant, the applicant may appeal

the decision of the planning director to the development review committee who shall forward a recommendation to the planning commission.

(Ord. No. 31A-88, § 20-90, 4-8-85; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-241, 6-9-09; Ord. No. 31A-263, 1-10-12)

Sec. 24-415. - Yard requirements.

- (a) Structures shall be located 20 feet or more from side or rear property lines. The side and rear yards for any section of a structure in excess of 35 feet in height shall be increased one foot for each two feet of height in excess of 35 feet.
- (b) The minimum side yard shall be increased to 75 feet if the side yard adjoins property in a residential district, or an agricultural district that is designated for residential use on the Comprehensive Plan. The minimum rear yard shall be increased to 75 feet if the rear yard adjoins property in a residential district or an agricultural district that is designated for residential use on the Comprehensive Plan. The minimum side and rear yards for any section of a structure in excess of 35 feet in height shall be increased one foot for each two feet of height in excess of 35 feet.
- (c) Accessory structures may be located within the required side or rear yards upon approval of the planning director; provided, however, that no structure shall be located within ten feet of any property line.
- (d) *Appeals.* In the event the planning director disapproves plans submitted under the provisions of this section or recommends conditions or modifications which are unacceptable to the applicant, the applicant may appeal the decision of the planning director to the development review committee who shall forward a recommendation to the planning commission.

(Ord. No. 31A-88, § 20-90.1, 4-8-85; Ord. No. 31A-100, 4-6-87; Ord. No. 31A-112, 2-6-89; Ord. No. 31A-123, 7-2-90; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-177, 8-18-98; Ord. No. 31A-263, 1-10-12)

Sec. 24-416. - Reserved.

Sec. 24-417. - Special provisions for the waiver of area, lot width, yard and yard setback requirements.

The following may be eligible for a waiver from any part of section 24-413 through 24-415:

The subdivision of business/industrial property on which business and industrial units for sale, for sale in condominium, or for lease are both:

- (a) Constructed as part of a multiunit structure in which the units share common walls or as part of a multiple-structure commercial development; and
- (b) The entire development has been planned and designed as a comprehensive coordinated unit under a single master plan which has been legislatively approved by the board of supervisors.

In these instances, the planning director may grant, at his discretion, a waiver from any part of section 24-413 through 24-415 upon finding:

- (1) The overall complex or structure, if considered as a single unit, meets all of the requirements of section 24-413 through 24-415;
- (2) Adequate parking is provided as per the requirements of this chapter. The planning director also may require recordation of adequate easements or other agreements to guarantee access and maintenance of the parking areas and other common areas;

- (3) Adequate provisions are made to assure compliance with the requirements of this chapter with regards to s planning commission also may require the recordation of adequate easements or agreements to allow grou one standard sign, placement of signs in common areas or other appropriate arrangements made necessar the reduced frontage or yard area of the individual units; and
- (4) The complex or structure is adequately designed and serviced from the standpoint of safety. The county fire chief finds that the fire safety equipment to be installed is adequately designed, and the county building official finds that the complex is designed to conform to the Uniform Statewide Building Code, so as to offer adequate protection to life and property.
- (5) *Appeals.* In the event the planning director disapproves plans submitted under the provisions of this section or recommends conditions or modifications which are unacceptable to the applicant, the applicant may appeal the decision of the planning director to the development review committee who shall forward a recommendation to the planning commission.

(Ord. No. 31A-88, § 20-90.3, 4-8-85; Ord. No. 31A-123, 7-2-90; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-177, 8-18-98; Ord. No. 31A-263, 1-10-12)

Sec. 24-418. - Height of structures.

- (a) Structures may be erected up to 60 feet in height from grade to the top of the structure. Structures in excess of 60 feet in height from grade to the top of the structure may be erected only upon the granting of a height limitation waiver by the board of supervisors.
- (b) Water towers, church spires, belfries, cupolas, monuments, chimneys, flues, flagpoles, mechanical penthouse, electrical, plumbing, elevator, parapet walls or other accessory mechanical functions which are part of or on top of a main structure shall be considered part of the structure.
- (c) Upon application for a height limitation waiver, the payment of appropriate fees, notification of adjacent property owners and following a public hearing, the board of supervisors may grant a height limitation waiver upon finding that:
 - (1) Additional setbacks have been provided as required by section 24-414 and section 24-415; however, the board of supervisors may waive additional setbacks in excess of 60 feet;
 - (2) Such structure will not obstruct light from adjacent property;
 - (3) Such structure will not impair the enjoyment of historic attractions and areas of significant historic interest and surrounding developments;
 - (4) Such structure will not impair property values in the area;
 - (5) Such structure is adequately designed and served from the standpoint of safety and that the county fire chief finds the fire safety equipment to be installed is adequately designed and that the structure is reasonably well located in relation to fire stations and equipment, so as to offer adequate protection to life and property; and
 - (6) Such structure will not be contrary to the public health, safety and general welfare.
- (d) Heights of communications facilities shall be permitted in accordance with division 6, communications facilities, antennas, towers and support structures.

(Ord. No. 31A-88, § 20-91, 4-8-85; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-166, 1-23-96; Ord. No. 31A-176, 5-26-98; Ord. No. 31A-263, 1-10-12; Ord. No. 31A-323, 11-8-16)

Sec. 24-419. - Reserved.

Sec. 24-420. - Sign regulations and parking requirements.

- (a) To assure an appearance and condition which is consistent with the purposes of the Limited Business/Industrial District, M-1, outdoor signs on the properties within the district shall comply with the regulations for exterior signs in article II, division 3 of this chapter.
- (b) Off-street parking and off-street loading shall be provided as required in article II, division 2 of this chapter.

(Ord. No. 31A-88, § 20-93, 4-8-85; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-263, 1-10-12; Ord. No. 31A-291, 8-13-13)

Sec. 24-421. - Utilities.

- (a) Unless otherwise specified in this district, all development in the Limited Business/Industrial District, M-1, shall be served by public water and sewer.
- (b) The location of all utilities and utility easements shall be shown on the site plans and be approved as per article III, Site Plan, of this chapter.

(Ord. No. 31A-88, § 20-92, 4-8-85; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-156, 5-16-94; Ord. No. 31A-263, 1-10-12)

Sec. 24-422. - Site plan review.

All structures or complexes of structures erected, altered or restored within the district shall be subject to Site Plan Review in accordance with article III of this chapter.

(Ord. No. 31A-88, § 20-94, 4-8-85; Ord. No. 31A-144, 6-1-92; Ord. No. 31A-263, 1-10-12)

Sec. 24-423. - Landscaping.

To assure an appearance and condition which is consistent with the purposes of the Limited Business/Industrial District, M-1, landscaping on the properties within the district shall comply with article II, division 4 of this chapter.

(Ord. No. 31A-263, 1-10-12)

Secs. 24-424—24-434. - Reserved.

TERMS AND CONDITIONS FOR THIS ACCELERATED SALE

Deposit Amount: Registered participants must present, on or before the date of the sale, an initial deposit of \$2,500.00. Deposit must be cash, certified or cashier's check made payable to Motleys Asset Disposition Group.

If initial deposit is less than 10% of the highest offer, then winning participant's deposit MUST be increased to 10% of the highest offer by cashier's check or wired funds within 3 business days.

Online Participation: PRIOR TO MAKING OFFERS, participants must do one of the following:

- Provide a MasterCard, Visa or Discover credit card with open credit of \$2,500.00; or
 - Agreeing to the terms is authorization to place a hold on a major credit card.
 - A 3% handling charge is to be added for all major credit cards except American Express
 - A 4% handling charge is to be added for all American Express credit cards.
- Deliver cash, certified or cashier's check \$2,500.00 made payable to Motleys Asset Disposition Group; or
- Wire funds to Motleys Asset Disposition Group.

Buyer's Premium: A Buyer's Premium of ten percent (10%), will be added to the high bid for the real property and included in the total selling price paid by the buyer. For example, if the successful bid on a given property is \$100,000, the ten percent buyer's premium will equal \$10,000, and the purchase price for the property will be \$110,000.

Broker Co-op: Motleys will pay up to a three percent (3%) Broker Participation Fee (based on highest offer and not including applicable buyer's premium) to broker representing the winning participant on the real property.

Closing: TIME IS OF THE ESSENCE WITH RESPECT TO ALL CLOSINGS!

The successful buyer must sign all documents and contracts in the time referenced below and will be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur within 30 days, unless otherwise specified in the Purchase Agreement. Buyer acknowledges and agrees that time is of the essence. Said premises are to be conveyed by Marketable Deed from all owners of record and free and clear of all liens. If you are the successful participant, you will be required to sign a purchase and sale agreement or similar agreement or document and other necessary documents in the form established by Motleys, within one (1) hour after the close of sale. The terms of the Purchase Contract are expressly non-negotiable, and the Purchase Contract must be signed in the name of the successful participant and, except as may specifically be permitted by the terms of the Purchase Contract or expressly agreed upon in writing by the Seller or Motleys in their sole discretion, may not be assigned to any other person or party. The Purchase Contract and such other documents will set forth the specific terms and conditions of the sale, including the time by which the successful participant's purchase of the property must be completed. Copies of some or all of these documents are available on Motleys website or may be obtained from Motleys, and it is your responsibility to

obtain, read, and understand the provisions of any such documents before making offers at this sale.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expenses, usual conveyance expenses, and recordation taxes, including the Grantor's and Grantee's Tax. Real estate taxes, rents, water and sewer charges, if any, will be prorated as of the date of closing. Successful purchasers must pay all wire transfer fees. Sale of the property is not contingent upon the buyer obtaining financing.

Offers: All Offers are open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale, the term "the final offer" means the highest offer acknowledged by the party conducting the sale, and the term "purchase price" means the sum of the final offer. The highest offering acknowledged by the party conducting the sale at the end of the sale shall be the buyer of that real property. The party conducting the sale has the right to reject any offer or raise any offer which, in his opinion, is not commensurate with the value of the property being offered. The party conducting the sale may advance the offering at his absolute discretion and, in the event of any dispute between registered participants, may determine the successful participant or re-offer and resell the property in dispute. Should there be any dispute after the sale, the record of final sale shall be conclusive.

Offer Intervals: To be determined by the party conducting the Sale.

Extended Offering Time Online Participation, when available: Notwithstanding the scheduled closing time for this sale, if an offer is made at any time during the final five (5) minutes of the scheduled offering time, the offering time will automatically be extended. Subsequent and additional extensions shall be applied to any and all offers placed during any such extension period until an extension period has expired without additional offers being placed, at which time the offering time, as extended, shall be closed.

Offer Execution: Offers which are submitted to Motleys in writing or otherwise left with Motleys prior to a sale (Order Offerings) for execution at or below a specified price shall be entertained and executed by Motleys for the convenience of participants. Motleys shall not be responsible for failing to execute such offers or for errors relating to the execution of such offers.

For online offers, Motleys is not responsible for failing to execute offers due to participants' technological difficulties.

Technical Problems:

Online Offers: Motleys has made reasonable efforts to provide for online offers for this sale. You recognize and acknowledge, however, that technical problems with hardware, software, or internet connectivity, as well as human errors, may arise and may affect, without limitation, the sale website, our online offering program and process, your or our internet service and access, and your connection to this sale offering program and process. You further acknowledge that these and other technical problems may develop at any time and with or without notice. You acknowledge and agree that neither we nor the Seller is in anyway responsible for any such

technical problems, and that you have no absolute or other right to be able to make offers on this sale in the event of any such technical problems. Notwithstanding the foregoing, you further acknowledge and agree that, in the event of any such technical problems, we reserve the right to postpone or cancel the sale and/or extend the offering time for this sale and/or relist the property for sale at another time, in our sole discretion, and that our decision with regard to any such actions is and will be final. Participants must take care in entering offers, and each Participant will be responsible for all offers placed under the Participant's approved registration. Once entered and recorded online, an offer is deemed to be final on behalf of the registered Participant and may not be modified, retracted or rescinded in whole or in part.

Offer Acceptance: All offers are subject to Seller Approval. Motleys will inform the Participant with the highest offer once the offer has been considered.

Conditions of Default: If successful participant defaults in making settlement, the deposit paid by that defaulting successful participant shall be forfeited, and the property purchased by such defaulting successful participant may either be resold at the risk and expense of such party or Seller may accept the next highest available offer at the sale. Such defaulting successful participant shall be liable personally for any deficiency resulting from the resale of the property it purchased at a lower price as well as for all costs, expenses, and attorneys' fees in connection with such resale. The forfeiture of such deposit shall not limit any rights or remedies of Seller with respect to any such default.

Controlling Law: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the sale shall be governed and interpreted by the laws of the Commonwealth of Virginia. By making an offer at the sale, whether present in person or by agent, written offer, telephone, online or other means, the participant shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia.

Inspection: All property is being sold "where is," "as is," "with all faults," with no representations or warranties of any sort except the general warranty to be included in the deed to the real property. Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Motleys disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they make an offer, and by making an offer(s) are deemed to have so inspected the property to their satisfaction. Placing an offer, whether in person, or by agent, or other means, constitutes an agreement by participant to these conditions of sale. Motleys and their agents and subagents assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. Although information has been obtained from sources deemed reliable, Motleys makes no guarantee as to the accuracy of the information herein contained or in any other property listing or advertising or promotional/publicity statements and materials.

Release: The successful participant must agree to release any and all claims or causes of action it may have against beneficiary and Motleys (or the employees or agents of either of them) relating in any way to (a) the sale, (b) the property offered for sale, (c) any condition or aspect of such property that may not be in compliance with any federal, state, or local law, regulation,

or ruling including, without limitation, any laws, regulations, and rulings relating to environmental contamination or hazardous waste, and/or (d) any documents, reports, complications, financial statements, projections, surveys, or any other documents delivered to such successful participant by Motleys, and/or the beneficiary, or the agents or employees of either of them (collectively, the "Accommodation Documents"). The successful participant must acknowledge and agree that the beneficiary, Motleys, and the agents or employees of any of them have not made and do not make and have disclaimed any and all representations or warranties regarding the truth, accuracy, or completeness of any of the documents provided the successful participant relating to the property purchased or the sources thereof and that such documents were provided solely as an accommodation to such successful participant.

Governmental Authorizations: The successful participant for the real property will be responsible for obtaining, at its expense, the approval for any license, privilege, permit, or right necessary to improve, renovate, and/or develop the real property, or to construct, improve, and/or alter any improvements on the real property, and such successful participant will be responsible for the fulfillment of any conditions imposed or required for such approvals. The sale will be final whether or not any such approvals are obtained of any necessary or desirable licenses, permits, privileges, or rights.

Megan's Law Disclosure: Interested parties should exercise whatever due diligence they deem necessary with respect to information on registered sexual offenders who might live near a property being offered for sale. Such information may be obtained by contacting your local police department or the Department of State Police.



PURCHASE AGREEMENT OF SALE

THIS AGREEMENT made this **24th day of May 2018** between _____ the "Buyer" whose email address and phone number are _____ and OLD POINT NATIONAL BANK OF PHOEBUS the "Seller", and MOTLEYS ASSET DISPOSITION GROUP (Motleys) (V.A.A.L. No. 16; Real Estate License No. 0226 005928), "Motleys."

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 highest offer of _____ plus \$ _____ buyer's premium (10% of the highest offer), all that certain piece, parcel or lot of land together with all improvements thereon (the Property") described as follows:

Address: 210 Packets Ct. Unit A & C,
Williamsburg, VA 23185

Parcel IDs: 50209D0210A & 50209D0210C

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 **\$ 2,500.00** deposit is to be paid by a cashier's check or personal/company check with the bank letter of guarantee on the accelerated sale date, any balance of 10% of the highest offer 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, June 25, 2018.**

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 Motleys and is deemed earned by the Motleys when this Agreement is accepted. The Buyer's Premium shall be paid to Motleys 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 Motleys 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 Motley'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 OFFER 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 OFFER 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 Motleys 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 OFFER 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 Motleys will refund to the Buyer its deposit within 10 business days of the accelerated sale.

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

Buyer agrees, acknowledges and warrants without limitation to seller and Motleys, and their agents, affiliates, officers, employees and representatives: that it was Buyer's sole responsibility to inspect the Property prior to making an offer 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, Motleys, 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.

APPROVED:

DATE _____

DATE _____

DATE _____

DATE _____

By:

DATE _____

BROKER PARTICIPATION ACKNOWLEDGMENT FORM

REMIT TO: MOTLEYS ASSET DISPOSITION GROUP
3600 Deepwater Terminal Road
Richmond, VA 23234

Phone: (804) 655-2412
Email: rbryan@svn.com
Fax: (804) 232-3301

SALE DATE _____

SALE PROPERTY ADDRESS _____

BUYER NAME
("BUYER") _____

BUYER ADDRESS _____

BUYER PHONE # _____

Motleys Asset Disposition Group ("Motleys"), Broker, a licensed real estate broker, and Buyer, identified above, agree that Broker will be paid a Broker Participation Fee equal to 3% of the highest offer* on the referenced property, or such other percentage as may be set out in the Terms and Conditions of the above referenced sale. The Broker Participation Fee will be paid to Broker, subject to all the following conditions: Broker must represent the customer with the highest successful offer on the property; Broker must comply with all the terms and conditions of this agreement and the sale; the Buyer named herein must be the customer with the highest successful offer at sale; and the Buyer named herein must purchase the subject property. The Broker Participation Fee will be paid only to the Broker named herein upon closing. In the event that more than one Broker registers as representing a single Buyer, only the first registered Broker will receive the Broker Participation Fee. In the event that Motleys agrees to reduce its commission in order to consummate a sale, Broker understands and agrees that Motleys may, in its sole discretion, proportionately reduce the Broker Participation Fee.

Broker Name Printed ("Broker")

Agent Name Printed

Broker Signature

Date

Agent Signature

Date

Broker License No.

Agent License No.

Real Estate Agency

Real Estate Agency Address

Phone: _____ Fax: _____

Buyer Signature(s)

Date

RECEIVED BY: MOTLEYS ASSET DISPOSITION GROUP

Motley's Representative:

Date:

Time:

*highest offer is defined as purchase price less Buyer's Premium, if applicable.



REAL ESTATE REGISTRATION FORM



Full Name: _____ Bidder #: _____

E-mail Address: _____

Street Address: _____

City & State: _____ Zip Code: _____

Area Code & Telephone: _____ Driver's License #: _____

How did you hear about our sale?

Currently On Email List

☐

Email

☐

Flyer/Brochure

☐

Our Website

☐

Internet Search

☐

Trade Publication

☐

Facebook

☐

Friend

☐

Other Website

☐

If Other, Please Specify: _____

Mailing List Interests

Currently On Email List

☐

Industrial Equipment
& Trucks

☐

Vehicles

☐

Real Estate

☐

I personally guarantee payment and personally agree to and understand all of the terms and conditions of this sale as set forth in the Terms & Conditions or announcements made by sales staff. Prior to the start of bidding, I have had the opportunity to inspect the Property and all public records related thereto, and to review with an attorney all documents related to the Property, including this Bidder Registration Form. I further understand that I am liable for payment of all real estate purchased on my Bidder Number and that Motley's Auctions, Inc. (Motleys) has the right to pursue the legal means necessary to collect any funds due and that I am personally liable for any costs incurred in the collection of said funds (i.e., expenses of re-selling the property, any deficit realized on a re-sale from the original selling price, any commission to Motleys, the original sales price, Buyer's Premium, and deposits paid plus any attorney's fees, court costs, and all incidental damages or charges involved). I irrevocably submit to the jurisdiction of the Circuit Court of the County of Henrico, Virginia, for all actions brought by Motleys to collect any sum due under this agreement. I agree that any other dispute arising out of this sale shall be resolved solely by final and binding arbitration held in the County of Henrico, Virginia, under the Real Estate Industry Arbitration Rules of the American Arbitration Association. Bidders and purchaser acknowledge that disclosure of the brokerage relationship, if any was made to them by the signing of this form. Motleys is the agent for the Seller. Payment must be in the form of Cash, Approved Credit Card, Money Order, Cashier's Check or Personal/Company Check, accompanied by Bank Letter of Guarantee, in order to register.

Print Name: _____ Sign Name: _____ Date: _____

If represented by a Broker, Broker must sign and submit a Broker Participation Form to qualify for cooperating fee.

IMPORTANT: PRINT NAME (S) AS IT IS TO APPEAR ON THE PROPERTY DEED:

DEPOSIT CONFIRMED:

\$ _____

FOR OFFICE USE ONLY

REMIT TO: rbryan@svn.com

All Advisors Bios

Tim Dudley, CAI, AARE

Senior Advisor

SVN | Motleys

Tim Dudley, a licensed Broker and Vice President of SVN/Motleys, is experienced in the sale and valuation of commercial real estate. Some of the properties that Mr. Dudley has sold include office buildings, manufacturing facilities, shopping centers, single and multi-family properties, resort properties, timberland and agricultural tracts, and more. He has worked with many regional and national banks and corporate clients and has conducted transactions in more than 20 states. Mr. Dudley has also provided expert witness testimony in several jurisdictions of the U.S. Bankruptcy Court.

Mr. Dudley is a former director and past president of the Virginia Auctioneers Association (VAA) and is also a Virginia State Champion Auctioneer and in the VAA Hall of Fame (2014). He is a graduate of the Certified Auctioneers Institute (CAI) and holds the Accredited Auctioneer of Real Estate (AARE) designation. Prior to joining SVN/Motleys, he was a principal in the Tim Dudley auction firms of Fox & Associates and the Dudley Auction Group.

Mr. Dudley has received a SVN Partners Circle Award in 2013, 2014, 2015, and 2016. This award is given to the top 30 producing Advisors in the SVN National Network. Mr. Dudley is also a founding member of SVN Auction Services. Mr. Dudley has been awarded a 2015 CoStar Power Broker award for being a top broker in the Richmond market.

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