

# Real Estate Auction

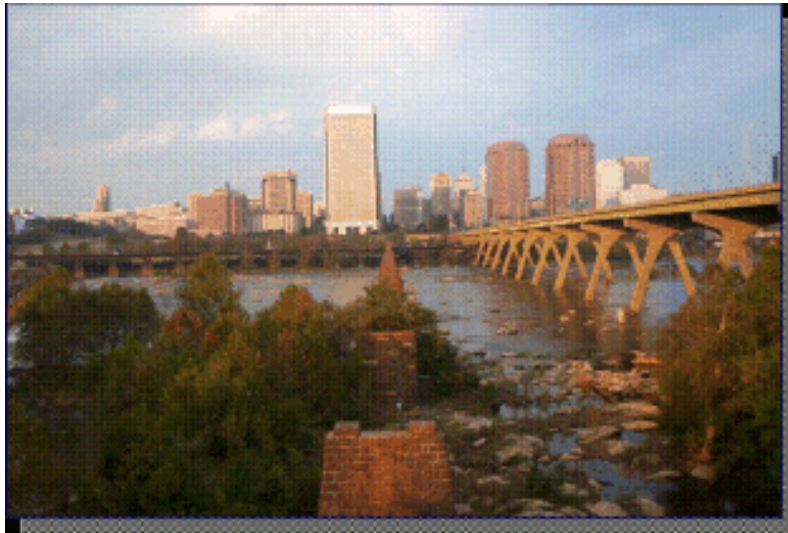
**Selling 13 Properties for the  
City of Richmond Special Commissioner, Motivated  
Homeowners, Investors & Developers**

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**THURSDAY, NOV. 13 • 6:00 PM**

Sale to be held: 4402 West Broad Street, Richmond, VA 23230

## Property Information Package



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## **ATTENTION PROSPECTIVE BIDDERS**

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# UPCOMING AUCTIONS AND EVENTS

## Real Estate Division

- Thursday, Nov. 6 • 6 PM **City of Petersburg Tax Delinquent Sale** 10 Properties 103 River Street Petersburg, VA
- Wed., Nov. 12 • 12 Noon On Site **Commercial Foreclosure Auction** 20,000± SF Class A Office/Warehouse 3625 Latimers Knoll Court Fredericksburg, VA 22408
- Thursday, Nov. 13 • 6 PM **City of Richmond—Tax Delinquent Sale** 13 Properties Motley's Galleries 4402 W. Broad Street Richmond, VA 23832
- Sat., Nov. 15 • **4 Properties- New Construction and Waterfront**, Louisa VA 10:00AM 171 Ordinary Way Louisa • 12:00PM 460 Oak Road Bypass • 2:30PM Lot 27 Renfrew Cir. Mineral • 2:30PM Lot 45 Cats Paw Cove Mineral Open Houses Sun., Nov 9
- Monday, Nov. 17 • **Sealed Bid Auction** 74+/- AC Development Parcel, 20+/- AC Commercial and 54+/- AC Residential Stonebrook Park Powhatan VA. Bids must be submitted to Motley's offices at 4402 W. Broad Street Richmond, VA 23230
- **Additional Real Estate Available for Sale:** 6508 Canute Drive Richmond, VA 23234 • 6903 Fox Green E. Chesterfield, VA 23832 • 10401 Falconbridge Drive Richmond, VA 23238 and more!

## Industrial Division

- Friday, December 12 • 8 AM **Construction Equipment and Truck Auction** Featuring Commonwealth of Virginia Assets Selling for: Virginia Department of Transportation, Dominion Virginia Power, City of Richmond, Sunbelt Rentals, United Rentals & More! 3600 Deepwater Terminal Road Richmond, VA 23234

## Antique & Estate Division

- **December 3, 2008**, Wednesday, 2 PM, Antique & Estate Auction, Includes Furniture, Art, and Much More! Sale Site: 4402 West Broad Street, Richmond, VA 23230, VAAL #16 (A120308)!

**\*\*PLUS MANY MORE DATES TO BE ANNOUNCED\*\***

**For more information:**



# PROPERTY INFORMATION

## Offerings #11 - #22 Tax Delinquent Properties Offered by City of Richmond Special Commissioner

**Judicial Sale** is a sale of tax delinquent real estate initiated by a locality pursuant to Section 58.1-3965 of the Code of Virginia. Generally, properties are eligible for sale on December 31 following the second anniversary of the due date of delinquent taxes. The statute also imposes very specific notice and procedural requirements. All sales involve legal proceedings filed with the circuit court and all sales are subject to court approval. The court appoints a special commissioner to conduct the sale. Properties are sold free and clear of all liens and encumbrances.

**Offering #11:**            **106 E Blake Lane, Richmond, VA 23224**                            **AREA 60**

- Zoning: R-5
- Lot Size: 6,474 +/- SF
- 48' x 117'
- Type: Undeveloped Lot
- Deposit: \$2,500 or 20% whichever is greater
- Motley ID #: R111308
- Special Commissioner Property
- Suggested Opening Bid: \$12,000.00

**Brief Description:** This undeveloped lot is approximately 48 X 117 feet. According to the City of Richmond Tax Assessment, the 2008 tax assessment for this property is \$47,900. The lot is located in the Battery Heights neighborhood. Bidders will be required to execute a Development Agreement with the City of Richmond at closing. Bidders should check with Zoning Administration for information on requirements to build on this lot.

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**Offering #12:**            **404 N 27<sup>th</sup> Street, Richmond, VA 23223**                            **AREA 10**

- Zoning: R-53
- Lot Size: 1,628 +/- SF
- 2 BD/2BA
- Two Story 2 family
- Deposit: \$2,500 or 20% whichever is greater
- Motley ID #: R111308
- Special Commissioner Property
- Suggested Opening Bid: \$23,000.00

**Brief Description:** This property is a two family converted, two story home. According to the City of Richmond Tax Assessment, the 2008 tax assessment for this property is \$92,900. The property is located in the Church Hill Neighborhood, located between E. Marshall and E. Clay Streets.

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**Offering #13:**            **504 North 33<sup>rd</sup> Street, Richmond, VA 23223**                            **AREA 10**

- Zoning: R-53
- Lot Size: 2,833 +/- SF
- 24' x 124'
- Type: Undeveloped Lot
- Deposit: \$2,500 or 20% whichever is greater
- Motley ID #: R111308
- Special Commissioner Property
- Suggested Opening Bid: \$11,000.00

**Brief Description:** This undeveloped lot is approximately 24 X 124 feet. According to the City of Richmond Tax Assessment, the 2008 tax assessment for this property is \$44,200. The lot is located in the Church Hill North Neighborhood, between E. Clay and E. Leigh Streets and an easy walk to Chimborazo Park. Bidders will be required to execute a Development Agreement with the City of Richmond at closing. Bidders should check with Zoning Administration for information on requirements to build on this lot.

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**Offering #14:            821 Mosby Street, Richmond, VA 23223            AREA 10**

- Zoning: R-53
- Lot Size: 2,386 +/- SF
- 25' x 132'
- Type: Undeveloped Lot
- Deposit: \$2,500 or 20% whichever is greater
- Motley ID #: R111308
- Special Commissioner Property
- Suggested Opening Bid: \$5,000.00

**Brief Description:** This undeveloped lot is approximately 25 X 132 feet (Irregular). According to the City of Richmond Tax Assessment, the 2008 tax assessment for this property is \$20,000. Bidders will be required to execute a Development Agreement with the City of Richmond at closing. Bidders should check with Zoning Administration for information on requirements to build on this lot.

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**Offering #15:            1006 North 1<sup>st</sup> Street, Richmond, VA 23219            AREA 10**

- Zoning: R-53
- Lot Size: 1,929 +/- SF
- 20' x 89'
- Type: Undeveloped Lot
- Deposit: \$2,500 or 20% whichever is greater
- Motley ID #: R111308
- Special Commissioner Property
- Suggested Opening Bid: \$500.00

**Brief Description:** This undeveloped lot is approximately 20 X 89 feet. According to the City of Richmond Tax Assessment, the 2008 tax assessment for this property is \$2,200. The lot is located between E. Federal and E. Charity Streets. Bidders should check with Zoning Administration for information on requirements to build on this lot.

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**Offering #16:            1116 N 28th, Richmond, VA 23223            AREA 10**

- Zoning: R-6
- Lot Size: 2,873 +/- SF
- 19' x 132'
- Type: Undeveloped Lot
- Deposit: \$5,000 or 20% whichever is greater
- Motley ID #: R110608
- Special Commissioner Property
- Suggested Opening Bid: \$6,500.00

**Brief Description:** This undeveloped lot is approximately 19 X 132 feet. According to the City of Richmond Tax Assessment, the 2008 tax assessment for this property is \$26,100. The lot is located in the Church Hill Neighborhood between Q Street and R Street. Bidders should check with Zoning Administration for information on requirements to build on this lot.

**Offering #17: 1701 Magnolia St, Richmond, VA 23222 AREA 10**

- Zoning: R-6
- 504 +/- SF
- 1BD/1BA
- Single Family
- Deposit: \$2,500 or 20% whichever is greater
- Motley ID #: R111308
- Special Commissioner Property
- Suggested Opening Bid: \$6,500.00

**Brief Description:** This property is a one story single family home with full basement. According to the City of Richmond Tax Assessment, the 2008 tax assessment for this property is \$26,600. The lot is located in the Highland Park Neighborhood.

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**Offering #18: 1901/1903 O Street, Richmond, VA 23223 Area 10**

- Zoning: R-53
- Lot Size: 4,171 +/- SF
- 75' x 130'
- Type: Undeveloped Lot
- Deposit: \$2,500 or 20% whichever is greater
- Motley ID #: R111308
- Special Commissioner Property
- Suggested Opening Bid: \$5,000.00

**Brief Description:** This undeveloped lot is approximately 75 X 130 feet Irregular shaped lot. According to the City of Richmond Tax Assessment, the 2008 tax assessment for this property is \$21,300. The lot is located on O Street near its intersection with Mosby Street. Bidders will be required to execute a Development Agreement with the City of Richmond at closing. Bidders should check with Zoning Administration for information on requirements to build on this lot.

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**Offering #19: 1902 Greenwood Ave., Richmond, VA 23222 AREA 30**

- Zoning: R-6
- Lot Size: 2,887 +/- SF
- 30' x 100'
- Type: Undeveloped Lot
- Deposit: \$2,500 or 20% whichever is greater
- Motley ID #: R111308
- Special Commissioner Property
- Suggested Opening Bid: \$1,500.00

**Brief Description:** This undeveloped lot is approximately 30 X 100 feet. According to the City of Richmond Tax Assessment, the 2008 tax assessment for this property is \$6,000. The lot is located in the Barton Heights Neighborhood. Bidders will be required to execute a Development Agreement with the City of Richmond at closing. Bidders should check with Zoning Administration for information on requirements to build on this lot.

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**Offering #20: 2023 S. Kinsley Avenue, Richmond, VA 23224 AREA 50**

- Zoning: R-4
- Lot Size: 17,096 +/- SF
- 60' x 212'
- Type: Undeveloped Lot
- Deposit: \$2,500 or 20% whichever is greater
- Motley ID #: R111308
- Special Commissioner Property
- Suggested Opening Bid: \$5,000.00



# SUMMARY OF PERMITTED USES FOR ZONING

The following list shall be used as a guide for permitted uses for zoning and is not intended to be a complete list and is for information purposes only. Buyers are required to research with the local county/city jurisdiction for additional information as it pertains to the property in which you are purchasing. The Zoning Department can be reached at (804) 646-6340.

## CITY OF RICHMOND: R-1 SINGLE-FAMILY RESIDENTIAL DISTRICT

### Sec. 114-402.1. Permitted principal uses.

The following uses of buildings and premises shall be permitted in the R-1 district:

- (1) Single-family detached dwellings;
  - (2) Libraries, museums, schools, parks and recreational facilities owned or operated by any governmental agency, and other uses required for the performance of governmental functions and primarily intended to serve residents of adjoining neighborhoods, provided that a plan of development shall be required as set forth in article X of this chapter for any such use that is not subject to location, character and extent approval by the city planning commission in accordance with section 17.07 of the City Charter;
  - (3) Churches and other places of worship, which may include the serving of food as a charitable or fellowship use within the church or place of worship, provided that a plan of development shall be required as set forth in article X of this chapter for any church or other place of worship;
  - (4) Propagation and cultivation of crops, flowers, trees and shrubs which are not offered for sale on the premises;
  - (5) Public and private noncommercial forests, wildlife preserves and conservation areas;
  - (6) Private noncommercial parks, recreational facilities, country clubs, swimming pools, athletic fields, community center buildings and uses incidental thereto, operated by associations or organizations not organized for profit, the exclusive use of which is limited to members of such associations or organizations and their guests, provided that the following conditions are met:
    - a. Principal points of vehicular access to the premises shall be located on arterial or collector streets as designated in the city's master plan, except that this provision shall not apply to premises exclusively serving the residents of an adjoining neighborhood;
    - b. Portions of the premises devoted to outdoor activities shall be effectively screened from view from abutting properties in R and RO districts by evergreen vegetative or structural screens not less than six feet in height;
    - c. No building shall be located within 50 feet of an adjoining lot in an R and RO district;
    - d. Swimming pools and adjoining deck areas shall be completely enclosed with a fence or wall not less than four feet in height, and no swimming pool or adjoining deck area shall be located within 50 feet of an adjoining lot in an R or RO district;
    - e. A plan of development shall be required as set forth in article X of this chapter.
  - (7) Private elementary and secondary schools having curricula substantially the same as that offered in public schools, provided that a plan of development shall be required as set forth in article X of this chapter;
  - (8) Rights-of-way, easements and appurtenances necessary for the provision and maintenance of public utilities and public transportation, including streets, rail lines, power lines, cables, poles, pipes, meters, transformers and similar devices, but not including railroad yards, freight or passenger depots, loading platforms, generating plants, transformer stations, electric substations, wastewater treatment plants, water treatment plants, utility storage yards and similar uses;
  - (9) Antennas and support structures for communications systems operated by or for the city;
  - (10) Wireless communications facilities and microwave relay facilities, including support structures, on property owned by the city, subject to the requirements for location, character and extent approval by the city planning commission in accordance with the requirements of section 17.07 of the City Charter.
- (Code 1993, § 32-402.1; Ord. No. 2004-180-167, § 1, 6-28-2004)

### Sec. 114-402.2. Permitted accessory uses and structures.

Accessory uses and structures, including the following, which are customarily incidental and clearly subordinate to permitted principal uses, shall be permitted in the R-1 district (see section 114-680):

- (1) Private garages, garden, tool and storage buildings, boathouses, piers and docks;

- (2) Home occupations;
  - (3) Day nurseries when located within churches, or other places of worship, community centers or school buildings, provided:
    - a. A minimum outdoor play area of 100 square feet for each child enrolled shall be furnished on the premises, but not within a required front yard;
    - b. The play area shall be enclosed with a continuous opaque structural fence or wall not less than four feet in height, and such fence or wall shall not be located within a required front yard;
    - c. No play equipment or structure shall be located within a front yard or a required side yard;
  - (4) Parking areas;
  - (5) Accessory lodging units within single-family dwellings when such units are occupied by a total of not more than two persons;
  - (6) Swimming pools, tennis courts and similar recreational facilities;
  - (7) Temporary structures, trailers and storage of equipment and materials incidental to construction activities taking place on the premises, provided that such shall be removed upon completion or abandonment of construction. In the case of public improvements construction taking place within a public right-of-way, such construction related activities shall be permitted on property abutting the construction site when approved by the director of public works and when operated and maintained in accordance with standards established by said director;
  - (8) Raising or keeping of domestic animals for noncommercial purposes on lots occupied by single-family dwellings, provided that all pens, runs, out-buildings and other facilities for the housing or enclosure of such animals shall be located not less than 200 feet from all property lines. The restrictions set forth in this subsection shall not apply to the keeping of dogs, cats or other household pets (see section 114-1220.35);
  - (9) Temporary housing of not more than 30 homeless individuals within churches or other places of worship, subject to meeting applicable building code and fire code requirements, for up to a total of seven days and only within the time period beginning on October 1 of any year and ending on April 1 of the following year;
  - (10) Adult day care facilities when located within churches, other places of worship or community centers;
  - (11) Wireless communications facilities, microwave relay facilities, and radio broadcast antennas, on alternative support structures, provided that a plan of development shall be required in accordance with the requirements of article X of this chapter and in accordance with the additional requirements of sections 114-692.1--114-692.6. (Code 1993, § 32-402.2; Ord. No. 2004-180-167, § 1, 6-28-2004)
- Sec. 114-402.3. Reserved.

**Sec. 114-402.4. Lot area and width.**

Single-family dwellings in the R-1 single-family residential district shall be located on lots of not less than 20,000 square feet in area with a width of not less than 100 feet (see article VI, division 3, of this chapter). (Code 1993, § 32-402.4)

**Sec. 114-402.5. Yards.**

Yard regulations in the R-1 single-family residential district shall be as follows:

- (1) *Front yard.* There shall be a front yard with a depth of not less than 35 feet (see article VI, division 4, of this chapter).
  - (2) *Side yards.* There shall be side yards of not less than ten feet in width (see article VI, division 4, of this chapter).
  - (3) *Rear yard.* There shall be a rear yard with a depth of not less than ten feet (see article VI, division 4, of this chapter).
- (Code 1993, § 32-402.5)

**Sec. 114-402.6. Lot coverage.**

Maximum lot coverage in the R-1 single-family residential district shall not exceed 20 percent of the area of the lot. (Code 1993, § 32-402.6)

**Sec. 114-402.7. Height.**

No building or structure in the R-1 single-family residential district shall exceed 35 feet in height (see article VI, division 6, of this chapter).

(Code 1993, § 32-402.7)

## **CITY OF RICHMOND: R-5 SINGLE-FAMILY RESIDENTIAL DISTRICT**

### **Sec. 114-410.1. Permitted principal uses.**

Any principal use permitted in the R-1 district as set forth in section 114-402.1 shall be permitted in the R-5 single-family residential district.

(Code 1993, § 32-410.1)

### **Sec. 114-410.2. Permitted accessory uses and structures.**

Any accessory use or structure permitted in the R-1 district as set forth in section 114-402.2 shall be permitted in the R-5 single-family residential district.

(Code 1993, § 32-410.2)

Sec. 114-410.3. Reserved.

### **Sec. 114-410.4. Lot area and width.**

Single-family dwellings in the R-5 single-family residential district shall be located on lots of not less than 6,000 square feet in area with a width of not less than 50 feet (see article VI, division 3, of this chapter).

(Code 1993, § 32-410.4)

### **Sec. 114-410.5. Yards.**

Yard regulations in the R-5 single-family residential district shall be as follows:

(1) *Front yard.* There shall be a front yard with a depth of not less than 25 feet (see article VI, division 4, of this chapter).

(2) *Side yards.* There shall be side yards of not less than five feet in width (see article VI, division 4, of this chapter).

(3) *Rear yard.* There shall be a rear yard with a depth of not less than five feet (see article VI, division 4, of this chapter).

(Code 1993, § 32-410.5)

### **Sec. 114-410.6. Lot coverage.**

Maximum lot coverage in the R-5 single-family residential district shall not exceed 35 percent of the area of the lot.

(Code 1993, § 32-410.6)

### **Sec. 114-410.7. Height.**

No building or structure in the R-5 single-family residential district shall exceed 35 feet in height (see article VI, division 6, of this chapter).

(Code 1993, § 32-410.7)

## **CITY OF RICHMOND: R-6 SINGLE-FAMILY ATTACHED RESIDENTIAL DISTRICT**

### **Sec. 114-412.1. Permitted principal uses.**

The following uses of buildings and premises shall be permitted in the R-6 district:

(1) Any principal use permitted in the R-1 district as set forth in section 114-402.1;

(2) Single-family attached dwellings and uses and structures customarily incidental to attached dwelling developments, provided that:

a. Appropriate agreements and covenants approved by the city attorney provide for the perpetuation and maintenance of all areas to be held in common ownership by property owners within such developments;

b. Not more than eight dwelling units shall be attached laterally in a series, provided that setback and/or architectural variations shall be provided among units within any series of more than four units;

c. A plan of development shall be required as set forth in article X of this chapter for any development with three or more newly constructed single-family attached dwellings;

(3) Two-family detached dwellings;

(4) Two-family attached dwellings lawfully existing prior to the effective date of this section.

(Code 1993, § 32-412.1; Ord. No. 2004-180-167, § 1, 6-28-2004)

**Sec. 114-412.2. Permitted accessory uses and structures.**

Accessory uses and structures, including the following, which are customarily incidental and clearly subordinate to permitted principal uses shall be permitted in the R-6 single-family attached residential district (see article VI, division 9, of this chapter):

- (1) Any accessory use or structure permitted in the R-1 district as set forth in section 114-402.2.
- (2) One dwelling unit located in an accessory building, containing two or more stories, which is existing at the effective date of the ordinance from which this subsection is derived and which is located on the same lot as a single-family dwelling, provided that:
  - a. The single-family dwelling shall not contain any accessory lodging units;
  - b. There shall be no enlargement of the accessory building, except for ingress or egress improvements required by the Virginia Uniform Statewide Building Code;
  - c. The lot shall meet the lot area requirement for a two-family dwelling;
  - d. One off-street parking space shall be provided for the additional dwelling unit; and
  - e. Access to the accessory building shall be provided in accordance with requirements of the department of public works and department of fire and emergency services.

(Code 1993, § 32-412.2)

Sec. 114-412.3. Reserved.

**Sec. 114-412.4. Lot area and width; density; unit width.**

Lot area and width regulations in the R-6 single-family attached residential district shall be as follows:

- (1) *Single-family detached dwellings.* Single-family detached dwellings shall be located on lots of not less than 5,000 square feet in area with a width of not less than 50 feet (see article VI, division 3, of this chapter).
- (2) *Single-family attached dwellings.* Density, lot area and unit width for single-family attached dwellings shall be as follows:
  - a. *Density.* The average density within a development site shall not exceed ten dwelling units per acre (see the definition of the term "dwelling, multifamily" in section 114-1220).
  - b. *Lot area.* Single-family attached dwellings shall be located on lots of not less than 2,200 square feet in area, provided that such area may be reduced when an area equivalent to such reduction is provided in common ownership elsewhere on the development site and is accessible to residents of the lots so reduced in area and is available for their use. Each lot reduced to less than 2,200 square feet in area shall be provided with a private yard adjoining the dwelling unit and containing not less than 500 square feet of usable open space.
  - c. *Unit width.* No individual attached dwelling unit shall be less than 16 feet in width, provided that the average width of all units attached within a series shall be not less than 20 feet.

- (3) *Two-family attached and detached dwellings.* Two-family attached and detached dwellings shall be located on lots of not less than 6,000 square feet in area with a width of not less than 50 feet (see article VI, division 3, of this chapter).

(Code 1993, § 32-412.4)

**Sec. 114-412.5. Yards.**

Yard regulations in the R-6 single-family attached residential district shall be as follows:

- (1) *Uses other than attached dwellings.* Yards for uses other than attached dwellings shall be as follows:
  - a. *Front yard.* There shall be a front yard with a depth of not less than 15 feet (see article VI, division 4, of this chapter).
  - b. *Side yards.* There shall be side yards of not less than five feet in width (see article VI, division 4, of this chapter).
  - c. *Rear yard.* There shall be a rear yard with a depth of not less than five feet (see article VI, division 4, of this chapter and section 114-680.1).
- (2) *Single-family and two-family attached dwellings and buildings accessory thereto.* Yards for single-family and two-family attached dwellings and buildings accessory thereto shall be as follows:
  - a. *Front yard.* There shall be a front yard with a depth of not less than 15 feet adjacent to public streets, private streets, parking areas and common spaces (see article VI, division 4, of this chapter).

b. *Side yard.* There shall be side yards of not less than three feet in width except where buildings are attached. There shall be a side yard of not less than ten feet in width at each end of a series of attached units (see section 114-620.1(d)).

c. *Rear yard.* There shall be a rear yard with a depth of not less than five feet (see article VI, division 4, of this chapter and section 114-680.1).  
(Code 1993, § 32-412.5)

**Sec. 114-412.6. Lot coverage.**

Lot coverage in the R-6 single-family attached residential district shall not exceed 55 percent of the area of the lot.  
(Code 1993, § 32-412.6)

**Sec. 114-412.7. Reserved.**

**Editor's note:** Ord. No. 2004-180-167, § 2, adopted June 28, 2004, repealed § 114-412.7, which pertained to number of attached dwellings in series and derived from Code 1993, § 32-412.7.

**Sec. 114-412.8. Height.**

No building or structure in the R-6 single-family attached residential district shall exceed 35 feet in height (see article VI, division 6, of this chapter and section 114-680.1).  
(Code 1993, § 32-412.8)

**CITY OF RICHMOND: R-53 MULTIFAMILY RESIDENTIAL DISTRICT**

**Sec. 114-418.1. Permitted principal uses.**

The following uses of buildings and premises shall be permitted in the R-53 district:

- (1) Any principal use permitted in the R-1 district as set forth in section 114-402.1;
  - (2) Single-family attached dwellings and uses and structures customarily incidental to attached dwelling developments, provided that:
    - a. Appropriate agreements and covenants approved by the city attorney provide for the perpetuation and maintenance of all areas to be held in common ownership by property owners within such developments;
    - b. Not more than eight dwelling units shall be attached laterally in a series, provided that setback and/or architectural variations shall be provided among units within any series of more than four units;
    - c. A plan of development shall be required as set forth in article X of this chapter for any development with three or more newly constructed single-family attached dwellings;
  - (3) Two-family dwellings, provided that when more than one main building is to be located on a lot, a plan of development shall be required as set forth in article X of this chapter;
  - (4) Multifamily dwellings, provided that when more than one main building or more than ten dwelling units are to be located on a lot, a plan of development shall be required as set forth in article X of this chapter;
  - (5) Day nurseries, provided that:
    - a. A minimum outdoor play area of 100 square feet for each child enrolled shall be furnished on the premises, but not within a required front yard;
    - b. The play area shall be enclosed with a continuous opaque structural fence or wall not less than four feet in height, and such fence or wall shall not be located within a required front yard;
    - c. No play equipment or structure shall be located within a front yard or a required side yard;
  - (6) Tourist homes situated on federal highways;
  - (7) Parking areas serving uses permitted in this district, provided that any card reader or other access control device at an entrance to a parking area shall be provided with not less than one stacking space situated off the public right-of-way;
  - (8) Adult day care facilities.
- (Code 1993, § 32-418.1; Ord. No. 2004-180-167, § 1, 6-28-2004)

**Sec. 114-418.2. Permitted accessory uses and structures.**

Accessory uses and structures, including the following, which are customarily incidental and clearly subordinate to permitted principal uses shall be permitted in the R-53 multifamily residential district (see article VI, division 9, of this chapter):

- (1) Any accessory use or structure permitted in the R-1 district as set forth in section 114-402.2.
- (2) Guest units in multifamily developments available for shortterm occupancy by guests of regular tenants of such developments, provided that the total number of such guest units shall not exceed one for each 50 dwelling units within the development.
- (3) One dwelling unit located in an accessory building, containing two or more stories, which is existing at the effective date of the ordinance from which this subsection is derived and which is located on the same lot as a single-family, two-family or multifamily dwelling, provided that:
  - a. The main building shall not contain any lodging units;
  - b. There shall be no enlargement of the accessory building, except for ingress or egress improvements required by the Virginia Uniform Statewide Building Code;
  - c. Lot area requirements shall be met for the total number of dwelling units in the main building and the accessory building as though all units were contained in the main building;
  - d. Usable open space requirements shall be applicable only where the main building is devoted to multifamily use. Required usable open space may be reduced to the extent necessary to provide required parking for the dwelling unit in the accessory building and to provide ingress or egress improvements to the accessory building required by the Virginia Uniform Statewide Building Code;
  - e. Not less than one off-street parking space shall be provided for such dwelling unit in addition to spaces required for other use of the property; and
  - f. Emergency vehicle access to the accessory building shall be provided in accordance with requirements of the department of public works and department of fire and emergency services.

(Code 1993, § 32-418.2)

Sec. 114-418.3. Reserved.

#### **Sec. 114-418.4. Lot area and width.**

- (a) Minimum lot areas and lot widths for single-family and two-family dwellings in the R-53 multifamily residential district shall be as required in the R-7 district and set forth in section 114-413.5.
- (b) Multifamily dwellings shall be located on lots of not less than 5,000 square feet in total area and not less than 1,250 square feet in area for each dwelling unit.

(Code 1993, § 32-418.4)

#### **Sec. 114-418.5. Yards.**

Yard regulations in the R-53 multifamily residential district shall be as follows:

- (1) *Front yard.* There shall be a front yard with a depth of not less than 15 feet (see article VI, division 4, of this chapter).
- (2) *Side and rear yards.* Side and rear yards shall be as follows:
  - a. Side and rear yards for single-family and two-family dwellings and buildings accessory thereto shall be as required in the R-7 district and set forth in section 114-413.6 (see article VI, divisions 3, 4 and 9, of this chapter).
  - b. Side and rear yards for uses and buildings other than single-family and two-family dwellings and buildings accessory thereto shall be not less than 15 feet in depth.
- (3) *Spaces between buildings on same lot.* Spaces between buildings on the same lot shall be as follows:
  - a. Where two or more buildings, at least one of which contains a dwelling use, are erected on the same lot, the distance between any two such buildings shall be not less than 15 feet.
  - b. Where two or more buildings, neither of which contains a dwelling use, are erected on the same lot, the distance between any two such buildings shall be not less than ten feet.

(Code 1993, § 32-418.5)

#### **Sec. 114-418.6. Usable open space.**

In the R-53 multifamily residential district, usable open space of not less than 40 percent of the area of the lot shall be provided for multifamily dwellings (see definition of term in section 114-1220).

(Code 1993, § 32-418.6)

#### **Sec. 114-418.6:1. Lot coverage.**

Maximum lot coverage in the R-53 multifamily residential district shall not exceed 60 percent of the area of the lot for uses other than multifamily dwellings.

(Code 1993, § 32-418.6:1)

**Sec. 114-418.7. Reserved.**

**Editor's note:** Ord. No. 2004-180-167, § 2, adopted June 28, 2004, repealed § 114-418.7, which pertained to number of attached dwellings in series and derived from Code 1993, § 32-418.7.

**Sec. 114-418.8. Height.**

No building or structure in the R-53 multifamily residential district shall exceed 35 feet in height, except that additional height shall be permitted on lots of two acres or more in area, provided that:

(1) No portion of any building shall penetrate inclined planes originating at interior side and rear lot lines or at the centerline of a public alley adjoining any such lot line and extending over the lot at an inclination of one foot horizontal for each one foot vertical.

(2) No portion of any building shall penetrate an inclined plane originating at the centerline of an abutting street and extending over the lot at an inclination of one foot horizontal for each one foot vertical along any street frontage where a front yard is required and one foot horizontal for each 1 1/2 feet vertical along other street frontages.

(3) No building shall exceed 60 feet in height.

(Code 1993, § 32-418.8)

Sec. 114-418.9. Reserved.

**CITY OF RICHMOND: B-1 NEIGHBORHOOD BUSINESS DISTRICT**

**Sec. 114-513. B-1 district.**

In addition to the regulations set forth in this article applicable to signs in all districts, the following signs shall be permitted and the following sign regulations shall apply in the B-1 neighborhood business district (see sections 114-502--114-504 and 114-505):

(1) *Types of permitted signs.* Wall signs, projecting signs, suspended signs, awning and canopy signs and freestanding signs shall be permitted, subject to the restrictions set forth in this section and section 114-504.

(2) *Permitted sign area.* The aggregate area of all signs located on a lot shall not exceed one square foot for each linear foot of lot frontage along the street nor in any case 100 square feet, provided that:

a. This subsection shall not be construed to restrict any lot to less than 32 square feet of sign area.

b. For a lot having frontage on more than one street, permitted sign area shall be determined by the street frontage having the greatest dimension.

c. Where more than one main building is located on a lot, the formula for determining permitted sign area in this subsection shall apply to individual buildings and building frontages along a street, rather than to lots and lot frontages.

(3) *Projecting signs.* No projecting sign shall exceed 24 square feet in area or be located within 25 feet of another projecting sign on the same building wall. No such sign, other than a flag or banner, shall project greater than five feet from the face of the building or extend above the height of the wall to which it is attached.

(4) *Freestanding signs.* Freestanding signs shall be permitted only for identification of nondwelling uses which are permitted in R-1 through R-7 districts and shall be subject to the restrictions applicable to freestanding signs identifying such uses in those districts as set forth in section 114-506. Such signs shall be included in calculation of the permitted sign area set forth in subsection (2) of this section.

(Code 1993, § 32-513)

## **CITY OF RICHMOND: B-2 COMMUNITY BUSINESS DISTRICT**

Sec. 114-514. B-2 district.

In addition to the regulations set forth in this article applicable to signs in all districts, the following signs shall be permitted and the following sign regulations shall apply in the B-2 community business district (see sections 114-502--114-504 and 114-505):

- (1) *Types of permitted signs.* Wall signs, projecting signs, suspended signs, awning and canopy signs and freestanding signs shall be permitted, subject to the restrictions set forth in this section and section 114-504.
- (2) *Permitted sign area.* The aggregate area of all signs directed toward or intended to be viewed from any street frontage shall not exceed one square foot for each linear foot of lot frontage along the street nor in any case 250 square feet for each street frontage, provided that this shall not be construed to restrict any lot to less than 40 square feet of sign area per street frontage. Where more than one main building is located on a lot, the formula in this subsection for determining permitted sign area shall apply to individual buildings and building frontages along a street, rather than to lots and lot frontages.
- (3) *Projecting signs.* No projecting sign shall exceed 24 square feet in area or be located within 25 feet of another projecting sign on the same building wall. No such sign, other than a flag or banner, shall project greater than five feet from the face of the building or extend above the height of the wall to which it is attached.
- (4) *Freestanding signs.* Freestanding signs shall be permitted subject to the following:
  - a. Not more than one freestanding sign shall be permitted along each street frontage. The total square footage attributable to a freestanding sign shall not exceed 100 square feet in area nor shall a freestanding sign exceed 35 feet in height.
  - b. One freestanding sign not exceeding 100 square feet in area or 35 feet in height identifying the name of a shopping center and not more than five tenants in such shopping center shall be permitted on shopping center sites of not less than two acres in area when no other freestanding signs are located on such shopping center sites. On shopping center sites having multiple street frontages, one additional sign shall be permitted along each street frontage of 300 feet or more. Freestanding signs identifying shopping center sites of not less than two acres in area shall not be included in the calculation of the permitted sign area set forth in subsection (2) of this section. For shopping center sites of less than two acres in area, one freestanding sign not exceeding 60 square feet in area or 25 feet in height identifying the name of the shopping center and not more than five tenants in such shopping center shall be permitted when no other freestanding signs are located on such shopping center sites. Freestanding signs identifying shopping center sites of less than two acres in area shall not be included in the calculation of the permitted sign area set forth in subsection (2) of this section.

(Code 1993, § 32-514)

## **CITY OF RICHMOND: B-3 GENERAL BUSINESS DISTRICT**

Sec. 114-515. B-3 district.

In addition to the regulations set forth in this article applicable to signs in all districts, the following signs shall be permitted and the following sign regulations shall apply in the B-3 general business district (see sections 114-502--114-504 and 114-505):

- (1) *Types of permitted signs.* Wall signs, projecting signs, suspended signs, awning and canopy signs, freestanding signs and billboard signs shall be permitted, subject to the restrictions set forth in this section and section 114-504.
- (2) *Permitted sign area.* The aggregate area of all signs directed toward or intended to be viewed from any street frontage shall not exceed two square feet for each linear foot of lot frontage along the street nor in any case 400 square feet for each street frontage, provided that this shall not be construed to restrict any lot to less than 50 square feet of sign area per street frontage. Where more than one main

building is located on a lot, the formula in this subsection for determining permitted sign area shall apply to individual buildings and building frontages along a street, rather than to lots and lot frontages.

(3) *Projecting signs.* No projecting sign shall exceed 24 square feet in area or be located within 25 feet of another projecting sign on the same building wall. No such sign, other than a flag or banner, shall project greater than five feet from the face of the building or extend above the height of the wall to which it is attached.

(4) *Freestanding signs.* Freestanding signs shall be permitted subject to the following:

a. Not more than one freestanding sign shall be permitted along each street frontage. The total square footage attributable to a freestanding sign shall not exceed 100 square feet in area nor shall a freestanding sign exceed 35 feet in height.

b. One freestanding sign not exceeding 150 square feet in area or 35 feet in height identifying the name of a shopping center and not more than five tenants in such shopping center shall be permitted on shopping center sites of not less than two acres in area when no other freestanding signs are located on such shopping center sites. On shopping center sites having multiple street frontages, one additional sign shall be permitted along each street frontage of 300 feet or more. Freestanding signs identifying shopping center sites of not less than two acres in area shall not be included in the calculation of the permitted sign area set forth in subsection (2) of this section. For shopping center sites of less than two acres in area, one freestanding sign not exceeding 100 square feet in area or 25 feet in height identifying the name of the shopping center and not more than five tenants in such shopping center shall be permitted when no other freestanding signs are located on such shopping center sites. Freestanding signs identifying shopping center sites of less than two acres in area shall not be included in the calculation of the permitted sign area set forth in subsection (2) of this section.

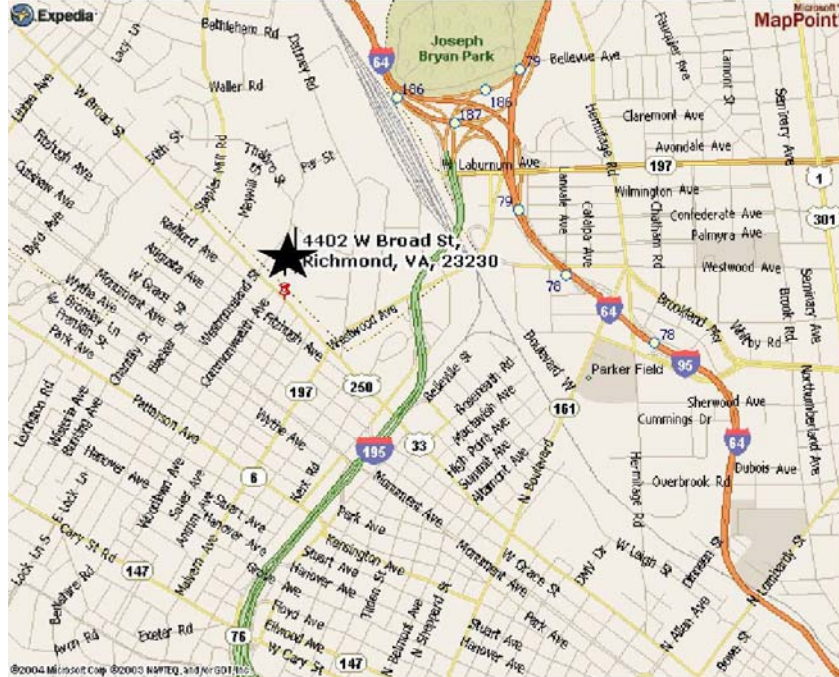
(5) *Billboard signs.* Billboard signs that are oriented towards, visible from, and located within 660 feet of the right-of-way of an interstate highway shall be permitted, provided that:

a. Such signs shall not exceed 700 square feet in area or 35 feet in height.

b. No two structures shall be spaced less than 500 feet apart along the same side of the highway. The distance between structures shall be measured along the nearest edge of the pavement between points marking the intersections of the edge of the pavement and perpendiculars extending from the edge of the pavement to the structures.

c. No such structure shall be located within 500 feet of an interchange. The distance from an interchange shall be measured along the nearest edge of the pavement between points marking the beginning or ending of the pavement widening at the exit ramp from or entrance ramp to the main traveled way and a point marking the intersection of the edge of the pavement and a perpendicular extending from the edge of the pavement to the structure

## DIRECTIONS TO AUCTION SITE



Directions:

**From I-95:** Take Exit #79 (I-64) West to Exit # 185 (Staples Mill Road. Take immediate left fork and follow exit ramp to Staples Mill Road East. Proceed 1 1/4 miles to Broad Street. Turn Left (East) on Broad Street and go five blocks. Motley's is on the left, just two blocks East of Richmond Ford. Watch for signs!

**From I-64:** Take Staples Mill Road East Exit and follow the above directions.

# INTRODUCTION TO HOW THE AUCTION PROCESS WORKS

**We thank you in advance for selecting Motley's Auction & Realty Group to buy and sell real estate at auction. This page outlines the information you need to know before you attend.**

**We Auction** - Land, Residential Homes, Commercial Property, Commercial Land, Investment Properties, Time Shares, Special Commissioner's Properties for the City of Richmond, Estates and More.

*How:*

**Registration** - Registration is from 5:00-6:00 PM on the day of the auction. We register **all** persons that plan to bid on properties. In order to get a bidder number, you are required to provide a current Driver's License and show a minimum deposit of \$2,500 in the form of cash, cashier's check or credit card. A Deposit of 10%- 20% or \$2,500 whichever is greater is required; please see property description. In the event that the purchase price is \$2,500 or less, payment of the full purchase price is required at auction. Upon registration, you will receive a bid card; please do not lose this card, as this is your card that identifies you as an eligible buyer!

**Bidding** - If you're seriously interested in a property, determine what the property is worth to you as is – and then bid accordingly. This is **your** determination of what you're willing to spend.

**High Bidder** - If you are the successful high bidder you will be asked for your bidder number, hold your bid card in the air. An assistant will help you and ask you to sign a High Bidder sheet acknowledging your bidder number and the high bid of the property. You will be required to sign an agreement of sale and provide your deposit at the conclusion of that property being auctioned.

**Buyer's Premium** – If you are the high bidder, a 10% Buyer's Premium will be added to the high bid. Example: \$50,000 + \$5,000 (10% Buyer's Premium) = \$55,000 Total Sales Price.

**Back-up Bidder** - If you are the back-up bidder (second highest bidder) you may be asked to sign a back-up sheet to acknowledge your backup bid. This form is only a means to contact you to see if you would still be interested in the property in the case the high bidder does not close on the property within the time allowed.

**Deposit** – All deposits must be in the form of cash, cashier's check, personal check accompanied by Guaranty Letter by your bank, or credit card. A 3% convenience fee applies to all payments made by a credit card. The buyer shall be required to pay a deposit of **20% of the Total Purchase Price for all Special Commissioner's Properties or \$2,500 whichever is greater.** For other properties, the buyer shall be required to pay a deposit of **10% of the High Bid Price or \$2,500** whichever is greater. In the event the certified deposit you hold is less than the required deposit, we will accept a personal check from you no greater than \$1,000.

**Special Commissioner's Properties:** All bidders shall be required to certify, by affidavit, that he or she does not own, directly or indirectly, any real estate with an outstanding Notice of Violation under the local environmental, zoning or building code or outstanding real estate or other taxes to the City of Richmond. In the event the tax delinquent property is subject to a Notice of Violation under the Virginia Uniform Statewide Building Code, City Zoning Code or Environmental Codes, the bidder shall be required to submit a written work schedule and plan to abate all violations, which shall be approved by the appropriate department, in its sole discretion. Special Commissioner's Properties are sold subject to Court Confirmation. Successful bidders are required to provide Social Security numbers at the fall of the hammer. Additional terms may be announced at sale.

For more information or for frequently asked questions pertaining to real estate auctions, please visit our website at: [www.MOTLEYS.com](http://www.MOTLEYS.com). The website is updated on a daily basis; please check the website for a current list of the properties being sold.

# TERMS AND CONDITIONS

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|---|--|
| <p>1. <b>Auctioneer's Authority on Bidding Procedures and Bidding:</b> <u>Bidding Procedures:</u> Open and verbal. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at his discretion. (3) Motley's may act to protect the seller's reserve, as an agent of the seller, by bidding through the auctioneer. (4) The auctioneer may open bidding on any property below the reserve by placing a bid on behalf of the seller. (5) The auctioneer may continue to bid on behalf of the seller up to the amount of the reserve, either by placing consecutive bids or by placing bids in response to other bidders. The auctioneer shall have absolute and sole discretion in the order and conduct of the auction. The auctioneer has the authority, at his sole and absolute discretion, to deviate from, change, alter, or modify, the bidding procedures and conduct of the auction at any time including after commencement of the auction.</p> <p><u>Bidding:</u> All Bidding is 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 bid" means the highest bid acknowledged by the auctioneer, and the term "purchase price" means the sum of the final bid and the buyer's premium. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise any bid which, in his opinion, is not commensurate with the value of the property being offered. The auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; record of final sale shall be conclusive.</p> <p>2. <b>Bidder's Card:</b> All Bidders are required to have a Bidder's Number to bid. To obtain a Bidder's Number, a registration form must be filled out giving full name, address and phone number. This information must be verified by proper identification. Evidence of correct form of deposit must be made in order to register at the auction.</p> <p>3. <b>Bid Execution:</b> Bids which are submitted to Motley's in writing or otherwise left with Motley's prior to an auction (Order Bids) for execution at or below a specified price shall be entertained and executed by Motley's for the convenience of bidders. Motley's shall not be responsible for failing to execute such bids or for errors relating to the execution of such bids.</p> <p>4. <b>Buyer's Premium:</b> A 10% buyer's premium shall be paid by the Buyer and will be added to the final bid on the property. (See Property Information Page).</p> <p style="margin-left: 20px;">Example:            High bid on property is:        \$100,000<br/>                             Add 10% buyer's premium:    + 10,000<br/>                             Total on Sales Contract:        \$110,000</p> <p>5. <b>Earnest Money:</b> The buyer shall be required to pay a deposit of 10% - 20% of the high bid or \$2,500, whichever is greater (refer to property descriptions for specific deposits), this deposit will be held by Motley's Auction &amp; Realty Group in an escrow account until settlement. Please make the cashier's check payable to Motley's Auction &amp; Realty Group.</p> <p>6. <b>Closing:</b> The successful buyer must sign all documents and contracts the day of the auction 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 on or before thirty days (30) from the Purchase Agreement date unless otherwise specified in the Property Information Packet. Buyer acknowledges and agrees that time is of the essence.</p> <p>7. <b>Closing Costs:</b> 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 Tax. Real estate taxes, water and sewer charges, if any, will be prorated as of the date of closing.</p> <p>8. <b>Title:</b> Title to the offered property shall pass to the buyer at formal settlement.</p> <p>9. <b>Financing:</b> Sale of the property is <u>not contingent</u> upon the buyer obtaining financing.</p> | <p>10. <b>Conditions of Default:</b> If any conditions contained herein are not complied with by the buyer, Motley's may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payment made by such buyer, b) resell the property without reserve at public auction or privately on seven days' notice to such buyer, or c) take such other action as it deems necessary or appropriate. If Motley's resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. In any event; the buyer's, earnest money deposit will be retained by Motley's as liquidated damages.</p> <p>11. <b>State Laws:</b> The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the state in which the auction is held. By bidding at an auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state. Any controversy or claim arising from or relating to the contract, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association, under its rules, judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.</p> <p>12. <b>Real Estate Brokers/Agents/Auctioneers:</b> A fee equal to a specified commission calculated on the successful purchaser's final bid (not including any Buyer's Premium), will be paid (where allowed by law) to any qualified broker/auctioneer who is duly licensed in the state where the property is located, and whose properly registered client successfully buys and closes on the property. To qualify for a commission, the licensed broker/agent must first register the prospective bidder by mail or fax, (804) 359-6954 on Motley's Broker Participation Acknowledgment Form, with Motley's Auction &amp; Realty Group, 4402 West Broad Street, Richmond, VA 23230. Registration letters must be countersigned by the prospect and include the broker's and agent's or auctioneer's license number, identification of the property, any agency disclosure statements, the letter and participation acknowledgment form. All forms, letters and statements must be received no later than 5:00 P.M. two days (48 Hours) prior to the auction. In addition, agents/auctioneers must also attend with and register their prospects at the auction.</p> <p>13. <b>Inspection:</b> All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Motley's disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10-calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Based Paint and/or Lead-Base Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Motley's, its agents and subagents, and the sellers 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, the auctioneer 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.</p> <p>14. <b>Methods of Auction:</b><br/> <b>Auction with Reserve:</b> This method of auction gives the Seller the right to accept or reject a high bid, usually at the time and place of sale.<br/> <b>Auction Subject to Confirmation:</b> This method of auction is with a Reserve, subject to an existing mortgage, a minimum bid opening or condition of sale such as a court order or court confirmation.<br/> <b>Note:</b> In the context of these terms and conditions an "Absolute above (an amount) with owner confirmation if below" means that if the minimum bid is not achieved, the Seller has the opportunity to accept a lower bid, usually within 48 hours.</p> <p>15. <b>Liquidated Damages Clause For Failure to Timely Close:</b> In the event that Buyer does not close on time, "Time being of the essence," and the Seller and Auctioneer agree to an extension of the closing time, the Buyer agrees to pay liquidated damages in the amount of \$80.00 for each day closing is delayed beyond the original closing date. The sum of the liquidated damage charge will be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing. The remedy provided by this paragraph shall be in addition to any other remedy available to Seller.</p> |
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# SAMPLE

## SAMPLE PURCHASE AGREEMENT OF SALE

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ the "Buyer"  
\_\_\_\_\_ and/or assigns whose address and  
phone number is \_\_\_\_\_  
\_\_\_\_\_ The "Seller" \_\_\_\_\_ whose  
address and phone number are \_\_\_\_\_ and  
MOTLEY'S AUCTIONS, INC. trading as MOTLEY'S AUCTION & REALTY GROUP (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 \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_) calculated as the high bid of \$ \_\_\_\_\_ plus \$ \_\_\_\_\_ buyer's premium, all that  
certain piece, parcel of lot of land together with all improvements thereon (the Property") described as follows:  
Also known as: \_\_\_\_\_ (legal description).

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 10% deposit (Buyer's Deposit) is to be paid by a cashier's check, which shall be  
applied to the purchase price upon compliance by Buyer(s) with this Agreement. The Buyer's Deposit shall be  
held by Motley's Auction & Realty 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 in cash at the time of final settlement and delivery of deed. Final settlement shall take place within  
THIRTY (30) days.

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 such title search will be paid for by the Auction Firm and reimbursed by the Buyer to the Auction Firm at  
the time of closing, if required. 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 make settlement as provided in this agreement, Buyer shall be deemed in default and the Deposit paid by Buyer may be retained by Seller(s), either on account of the purchase money or as compensatory for the damages and expenses Seller has incurred, as Seller shall elect. In the latter event, Seller's and Auction Firm's liability hereunder to Buyer shall absolutely cease. In the alternative, Seller may resort to any other action or remedy in law or equity that may be available. Upon notice from Motley's to the Seller, any funds paid to the Seller shall be delivered to Motley's by the Seller and shall be subject to satisfying any obligations owed to Motley's.
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.**





**SAMPLE**  
**SPECIAL COMMISSIONER'S**  
**PURCHASE AGREEMENT OF SALE**

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_ 2006 between \_\_\_\_\_

\_\_\_\_\_ (“Buyer(s)”) whose address is \_\_\_\_\_;

**CAMILLE D. SABBAKHAN**, Special Commissioner for the City of Richmond, whose address is 900 East Broad Street, Richmond, Virginia 23219 (the “Seller”); and the **MOTLEY’S AUCTION & REALTY GROUP** (the “Auction Firm”).

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

ADDRESS:

**Richmond, Virginia**

**Map Ref. No.**

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

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

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

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

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

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

6. **POSSESSION.** Possession shall be solely the responsibility of the Buyer.

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

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

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

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

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

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

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

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

IN ANY ADVERTISEMENT, HANDBILL OR ANNOUNCEMENT MADE BY SELLER OR MOTLEY'S NOR FOR ANY AGREEMENT, CONDITION, REPRESENTATION OR STIPULATION, ORAL OR WRITTEN, NOT SPECIFICALLY SET FORTH HEREIN.

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

16. **TIME IS OF THE ESSENCE.** Buyer shall provide the balance of purchase price to the Seller by no later than \_\_\_\_\_. In the event that Buyer does not provide the balance of the purchase price by the above date, Buyer, in addition to other remedies provided to the Seller under this Agreement, shall be liable to the Auction Firm in the amount of \$80.00 for each day that closing does not occur as scheduled herein. The parties agree and acknowledge that such amount shall be liquidated damages, calculated to compensate Auction Firm, and is not a penalty. The sum of the liquidated damages may be deducted from the Buyer's deposit and any deficit of deposit will be paid at closing.

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

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

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

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

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

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

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

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

**APPROVED:**

DATE (            )

DATE (            )

\_\_\_\_\_  
Bonnie Ashley  
SPECIAL COMMISSIONER  
SELLER

\_\_\_\_\_  
**BUYER**  
SSN (*optional*) \_\_\_\_\_

DATE (            )

\_\_\_\_\_  
**BUYER**  
SSN (*optional*) \_\_\_\_\_

**MOTLEY'S AUCTION & REALTY GROUP:**

By: \_\_\_\_\_  
(Date)

**DEVELOPMENT AGREEMENT  
NEIGHBORHOODS IN BLOOM TAX SALE PROGRAM**

**THIS AGREEMENT**, made this 13<sup>th</sup> day of November, 2008, by and between **the CITY OF RICHMOND, VIRGINIA**, a municipal corporation of the Commonwealth of Virginia (hereinafter "CITY"), and \_\_\_\_\_, (hereinafter "Purchaser").

**WITNESSETH:**

WHEREAS, the Richmond City Council has endorsed the Neighborhoods in Bloom Strategy as Resolution No. 98-R182-99-1, adopted January 11, 1999;

WHEREAS, the Richmond City Council has authorized the Chief Administrative Officer to convey the herein described property, also known as \_\_\_\_\_, Richmond, Virginia, (hereinafter the "Property") to Richmond Metropolitan Habitat for Humanity, by way of Ordinance No. \_\_\_\_\_, adopted \_\_\_\_\_; and

WHEREAS, the CITY agrees to sell and Purchaser agrees purchase, the Property more particularly described in Schedule A attached hereto, on the condition that Purchaser complete redevelopment and rehabilitation of, or construction of improvements to, the property in accordance with the provisions of this Agreement:

NOW, THEREFORE, THIS AGREEMENT FURTHER WITNESSETH:

**ARTICLE I  
CONVEYANCE OF PROPERTY**

Section 1.01. Conveyance of \_\_\_\_\_. Subject to all of the terms, covenants and conditions of this Agreement, the CITY will convey, at the cost of \$\_\_\_\_\_ to Purchaser, the property described in Schedule A and attached hereto.

Section 1.02. Acceptance of Improvements on the Current Property "As Is" - Condition of Property on Delivery. Purchaser has made a full inspection of the property and agrees to accept the property "as is".

Section 1.03. Prorated Items. Utilities, insurance, rent and other charges, if any, on the property shall be prorated as of the Closing Date.

**ARTICLE II  
CONVEYANCE OF PROPERTY - CLOSING DATE**

Section 2.01. Form of Deed. The CITY will convey to Purchaser title to the property by Special Warranty Deed. The conveyance and title shall be subject to the covenants, restrictions, limitations and conditions contained in this Agreement, which are hereby imposed as covenants running with and binding on the land.

Section 2.02. Time and Place for Delivery of Deed - Closing Date. The CITY shall deliver the deed and possession of the property to Purchaser on such date as mutually agreed upon (herein the "Closing Date").

Section 2.03. Recordation of Deed. Purchaser shall promptly file the deed for recordation in the Richmond Circuit Court Clerk's Office. Purchaser shall pay all costs for recording the deed.

ARTICLE III

**OBLIGATION TO REHABILITATE AND REPAIR**

Section 3.01. Purchaser Obligated to Rehabilitate and Construct Improvements. Purchaser shall: a) within six (6) months of the date of delivery of the aforesaid Special Warranty Deed by the CITY to the Purchaser, obtain all necessary federal, state and City permits, approvals, authorizations for the rehabilitation or construction of a single-family residential dwelling on the Property; and b) within two (2) years from the date of delivery of the Special Warranty Deed by the CITY to the Purchaser, rehabilitate the existing single-family family dwelling or construct a new single-family residential dwelling on the Property in accordance with all applicable state, federal and local laws, rules and regulations.

Section 3.02 Option of Purchaser to Consolidate Parcels. The Purchaser may consolidate the Property with the adjacent parcel, in lieu of constructing a dwelling on the Property as required by Section 3.01 if: 1) the Property is a vacant parcel; 2) the Purchaser owns the adjacent parcel; and 3) a dwelling exists on the adjacent parcel or is under construction on the adjacent parcel within six (6) months of the Purchaser's acquisition of the Property. If Purchaser elects to consolidate the Property pursuant to this paragraph, Purchaser shall, within six (6) months of the date of delivery of the aforesaid Special Warranty Deed by the CITY to the Purchaser, obtain any necessary federal, state and City permits, approvals or authorizations and record a deed of consolidation.

Section 3.03. Design Approval of New Construction Plans. Purchaser is obligated to submit plans for new construction to the Director of Community Development for approval. New construction of dwelling units must be compatible in exterior design with the prevailing design character of the block in which the Property is located, as determined by the Director of Community Development. The Director of Community Development will evaluate the construction plans to determine if the, materials, massing, prominent features, height, elevations, roof form, fenestration, doors, and siting are compatible with the prevailing architecture on the block..

ARTICLE IV

**COMMENCEMENT AND COMPLETION OF CONSTRUCTION OF IMPROVEMENTS - NO PARTNERSHIP - HOLD HARMLESS**

Section 4.01. Obligation of Purchaser to Complete Construction. Purchaser agrees to promptly begin and diligently complete the redevelopment or rehabilitation of the property through the construction or rehabilitation of the Improvements thereon, and that the construction or rehabilitation shall in any event be completed within the period specified in Article III. **It is intended and agreed that these agreements and covenants shall be covenants running with the land, binding for the benefit of the CITY, and enforceable by the CITY against Purchaser and its successors and assigns.**

Section 4.02. CITY not a Partner or a Joint Venturer - CITY to be Held Harmless. Nothing in this Agreement shall be construed as making the CITY a partner or joint venturer with Purchaser and Purchaser shall indemnify and hold the CITY harmless of and from any loss, claims, or damage, including reasonable counsel fees, arising from the construction of Improvements on the property.

ARTICLE V

**CERTIFICATE OF COMPLETION**

Section 5.01. Obligation of CITY to Furnish Certification. Promptly after completion of construction or rehabilitation of the Improvements on the Property, the CITY will furnish Purchaser with an appropriate instrument in recordable form so certifying. The certification by the CITY shall be (and it shall be so provided in the certification itself) a conclusive determination of satisfaction and termination of the covenants in the Agreement and the deed with respect to the obligations of Purchaser to construct or rehabilitate the Improvements and the dates for the beginning and completion thereof. Such determination shall be in the sole discretion of the CITY.

Section 5.02. Written Request on Failure to Provide Certification. If the CITY shall refuse or fail to provide the certification, the CITY shall, within thirty (30) days after written request by Purchaser, provide Purchaser with a written statement indicating in adequate detail how Purchaser has failed to complete the construction or rehabilitation of the Improvements in conformity with this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the CITY, for Purchaser to take or perform in order to obtain the certifications.

*ARTICLE VI*

**AFFIRMATIVE COVENANTS**

Section 6.01. Affirmative Covenants. Purchaser and Purchaser's successors and assigns, and every successor in interest to the property, or any part thereof, shall by reference to this Agreement in the deed be bound by the following covenants requiring Purchaser and Purchaser's successors and assigns to:

(a) Not discriminate upon the basis of race, color, religion, sex or national origin in the sale, lease or rental or in the use or occupancy of the property or any improvements located or to be erected thereon, or any part thereof; and

(b) Comply with the regulations issued by the Secretary of Housing and Urban Development, and all applicable rules and orders issued thereunder, which prohibit the use of lead-based paint in residential structures undergoing federally assisted construction or rehabilitation and require the abatement of lead-based paint hazards.

(c) To surrender possession of, and any interest in, the property upon any breach of this Agreement, including defaults on any financing secured by the property, which the CITY, in its sole discretion, considers material.

(d) Keep the property in good condition including, but not limited to, the mowing of grass, the removal of weeds and brush, the extermination of vermin and pests, and the removal of all garbage and trash.

*ARTICLE VII*

**COVENANTS - BINDING UPON SUCCESSORS IN INTEREST - PERIOD DURATION**

Section 7.01. Covenants to Run With Land. It is intended and agreed that the covenants provided in Article III, IV, VI, VIII, IX, X, XI and XII shall be covenants running with the land binding to the fullest extent permitted by law and equity for the benefit and in favor of, and enforceable by, the CITY, or any successor thereto, against Purchaser, and every successor in interest to the property or any part thereof or any interest therein, and any party in possession or occupancy of the property or any part thereof.

*ARTICLE VIII*

**PROHIBITION AGAINST TRANSFER OF PROPERTY**

Section 8.01. No Transfer Prior to Completion of Improvements Without Prior Written Approval of the CITY. Purchaser has not made or created, and (except as permitted by Article IX) will not, prior to the fulfillment of the obligations described in Article III of this Agreement, make or suffer to be made any sale, assignment, conveyance, lease, or transfer in any other form, of the property, or any part thereof or any interest therein, or contract or agree to do any of the same, without the prior written approval of the CITY.

*ARTICLE IX*

**LIMITATION UPON ENCUMBRANCE OF PROPERTY - ADVANCE NOTIFICATION**

Section 9.01. Limitation on Encumbrances. Prior to the fulfillment of the obligations of Article III of this Agreement, Purchaser shall not engage in any financing or other transaction creating any mortgage or other encumbrance or lien upon the property, or any part thereof, whether by express agreement or operation of law, or suffer any encumbrance or lien to be made on or attached to the property, or any part thereof, **except for the purposes of obtaining funds only to the extent necessary for making the Improvements and completing the rehabilitation.**

Section 9.02. CITY to be Notified in Advance of Secured Financing. Until the fulfillment of the obligations of Article III of this agreement, Purchaser shall notify the CITY in advance of any financing, secured by mortgage or other similar lien instrument, it proposes to enter into with respect to the property, and of any encumbrance or lien that has been created on or attached to the property or any part thereof, whether by voluntary act of Purchaser or otherwise.

*ARTICLE X*

**MORTGAGEES AND SUBSEQUENT TITLE HOLDERS  
NOT OBLIGATED TO CONSTRUCT**

Section 10.01. Duty of Mortgage Holder to Complete Construction. The holder of any mortgage or deed of trust authorized by this Agreement (including any holder who obtains title to the Property or any part thereof as a result of foreclosure proceedings or an action in lieu thereof, but not including (a) any other party who thereafter obtains title to the Property or any part thereof from or through such holder or (b) any purchaser at a foreclosure sale other than the holder of the mortgage or deed of trust itself ) shall not be obligated by the provisions of this Agreement to construct or complete the rehabilitation work or to guarantee such construction or completion; nor shall any covenant or any other provision in the Deed be construed to so obligate such holder. Nothing in this Section or any other Section or provision of this Agreement shall be deemed or construed to permit or authorize any such holder to devote the Property or any part thereof to any uses thereon other than those uses provided for or permitted under this Agreement

*ARTICLE XI*

**ENFORCED DELAY IN PERFORMANCE**

Section 11.01. Need for Request to Extend Time due to Enforced Delay. Neither the CITY nor Purchaser shall be considered in breach of or default in its obligations with respect to the preparation of the property for redevelopment or rehabilitation or the commencement and completion of construction or rehabilitation of the Improvements, in the event of enforced delay in the performance of such obligations due to unforeseeable causes beyond its control and without its fault or negligence. The time for the performance of the obligations shall be extended for the period of the enforced delay, as determined solely by the CITY, if the party seeking the extension shall request it in writing of the other party within ten (10) days after the beginning of the enforced delay.

*ARTICLE XII*

**REMEDIES**

Section 12.01. In General. Except as otherwise provided in this Agreement, in the event of any default in or breach of the Agreement, or any of its terms or conditions, by either party hereto, such party shall, upon written notice from the other, proceed immediately to cure or remedy such default or breach, and, in such event, within sixty (60) days after receipt of such notice. In case such action is not taken or not diligently pursued, or the default or breach shall not be cured or remedied within a reasonable time, the aggrieved party may institute such proceedings as may be necessary or desirable in its option to cure and remedy such default or breach, including, but not limited to, proceedings to compel specific performance by the party in default or breach of its obligations.

Section 12.02. Revesting Title in CITY Upon Happening of Event Subsequent to Conveyance to Purchaser. In the event that subsequent to conveyance of the property or any part thereof to Purchaser and prior to fulfillment of the obligations of Article III by Purchaser: (a) Purchaser shall default in or violate the obligations imposed by this Agreement with respect to the construction or rehabilitation of the Improvements (including the nature and the dates for the completion thereof), or shall abandon or substantially suspend construction or rehabilitation work, and any such default, violation, abandonment or suspension shall not be cured, ended or remedied within sixty (60) days after written demand by the CITY so to do; or (b) Purchaser shall fail to pay real estate taxes, if any, or assessments on the property or any part thereof when due, or shall place thereon any encumbrance or lien unauthorized under Article IX of this Agreement, or shall suffer any levy or attachment to be made, or any materialmen's or mechanics' lien, or any other unauthorized encumbrance or lien to

attach, and such taxes or assessment shall not have been paid, or the encumbrance or lien removed or discharged or provision satisfactory to the CITY made for such payment, removal, or discharge, within sixty (60) days after written demand by the CITY so to do; (c) there is, in violation of this Agreement, any transfer of the property or any part thereof, and such violation shall not be cured within sixty (60) days after written demand by the CITY to Purchaser; or (d) there is any other violation of any of Purchaser's other covenants or obligations expressed in this Agreement; then the CITY shall have the right to reenter and take possession of and to terminate (and revert in the CITY) the title to such property conveyed to Purchaser, it being the intent of this provision, together with other provisions of this Agreement, that the conveyance of the property to Purchaser shall be made upon, and that the deed shall contain, a condition subsequent to the effect that in the event of any default, failure, violation or other action or inaction by Purchaser specified in subdivisions (a), (b), (c), and (d) of this Section 12.02, failure on the part of Purchaser to remedy, end, or abrogate such default, failure, violation or other action or inaction, within the period and in the manner stated in such subdivisions, the CITY at its option may declare a termination in favor of the CITY of the title and of all the rights and interests in and to that portion of the property conveyed by the deed to Purchaser that is affected by any of the foregoing events of default, and that such title and all Purchaser's rights and interests in such affected property, shall revert to the CITY; Provided, that **any revesting of title as a result thereof in the CITY shall always be subject to and limited by, shall not defeat, render invalid or limit in any way (a) the lien of any mortgage authorized by this Agreement, and (b) any right or interest provided in the Agreement for the protection of the holder of such mortgage.**

Section 12.03. Other Rights and Remedies of CITY. The CITY shall have the right to institute such actions or proceedings as it may deem desirable for effectuating the purposes of this Article XII, including (i.) the right to execute and record or file in the Richmond Circuit Court Clerk's Office a written declaration of the termination of all the right, title and interest of Purchaser, and (subject to such mortgage liens and leasehold interests as provided in this Article XII hereof), their successors in interest and assigns, in the property, and of the revesting of title thereto in the CITY or, (ii.) The right to execute and record a deed of conveyance to reconvey the property from Purchaser to the CITY which deed shall be a general warranty deed containing English covenants of title. Purchaser hereby irrevocably appoints the City Attorney John A. Rupp. and Assistant City Attorney Jan T. Reid, either of whom may act, as Purchaser's attorney-in-fact to execute such a deed. This power shall be deemed a power coupled with an interest and shall not be revocable by the death, disability, or voluntary or involuntary actions of Purchaser.

Section 12.04. No Waiver by Delay. Any delay by the CITY in instituting or prosecuting any actions or proceedings or otherwise asserting its rights under this Article XII shall not operate as a waiver of such rights or to deprive it of or limit such rights in any way (it being the intent of this provision that the CITY should not be constrained, so as to avoid the risk of being deprived of or limited in the exercise of the remedy provided in this Article because of concepts of waiver, laches, or otherwise to exercise such remedy at a time when it may still hope otherwise to resolve the problems created by the default involved); nor shall any waiver in fact made by the CITY with respect to any specific default by Purchaser under this Article be considered or treated as a waiver of the rights of the CITY with respect to any other defaults by Purchaser under this Article or with respect to the particular default except to the extent specifically waived in writing.

### *ARTICLE XIII*

#### **RESALE OF REACQUIRED PROPERTY - DISPOSITION OF PROCEEDS**

Section 13.01. CITY's Right to Resell Property. Upon the revesting in the CITY of title to the property or any part thereof as provided in Article XII, the CITY may resell the property (subject to such mortgage liens and leasehold interests as in Article XII set forth and provided) as soon and in such manner as the CITY shall find feasible and consistent with the objectives of applicable law and of the Agreement, to a qualified and responsible party or parties (as determined by the CITY) who will assume the obligation of making or completing the construction or rehabilitation of the Improvements or such other improvements in their stead as shall be satisfactory to the CITY and in accordance with the uses specified for such property in this Agreement. Upon such resale of the property, the proceeds thereof shall be applied: (a) First, to reimburse the CITY, on its own behalf or on behalf of the City, for all costs and expenses incurred by the CITY, including, but not limited to, attorneys fees, salaries of personnel in connection with the recapture, management and resale of the property or

part thereof (but less any income derived by the CITY from the property or part thereof in connection with such management); all taxes, assessments, and water and sewer charges with respect to the property or part thereof (or, in the event the property is exempt from taxation or assessment or such charges during the period of ownership thereof by the CITY, an amount, if paid, equal to such taxes, assessments, or charges [as determined by the City assessing official] as would have been payable if the property were not so exempt); any payments made or necessary to be made to discharge any encumbrances or liens existing on the property or part thereof at the time of revesting of title thereto in the CITY or to discharge or prevent from attaching or being made any subsequent encumbrances or liens due to obligations, defaults or acts of Purchaser or Purchaser's successors or transferees; any expenditures made or obligations incurred with respect to the making or completion of the Improvements or any part thereof on the property or part thereof; and any amounts otherwise owing the CITY by Purchaser and (b) Second, to reimburse Purchaser, up to the amount equal to (1) the sum of any purchase price paid by the Purchaser for the property (or allocable to the part thereof) and the cash actually invested by the Purchaser in performing any construction or rehabilitation of the Improvements on the property or part thereof, less (2) any gains or income withdrawn or made by it from the Agreement or the property. Any balance remaining after such reimbursements shall be retained by the CITY as its property.

ARTICLE XIV

PROVISIONS NOT MERGED WITH DEED

Section 14.01. Transfer of Title not to Affect Agreement. No provision of this Agreement is intended to or shall be merged by reason of any deed transferring title to the property from the CITY to Purchaser or any successor in interest, and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement. All such provisions of this Agreement shall survive the execution and delivery of any such deed.

ARTICLE XV

MISCELLANEOUS

Section 15.01. Notice. Notices shall be deemed received by the party to whom it is given on the date deposited into the U. S. Mail, certified mail, return receipt requested, to the following addresses:

If to the CITY: City Attorney  
Office of the City Attorney  
900 East Broad Street, Room 300  
Richmond, Virginia 23219

With a Copy to: Director of Real Estate Services  
900 East Broad Street, Room 1105  
Richmond, Virginia 23219

If to the Purchaser: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 15.02. Successors and Assigns. This Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns. No assignment by Purchaser shall relieve her of her obligations under this Agreement.

Section 15.03. Amendments. The CITY and Purchaser shall have the right to amend from time to time any of the terms and conditions of this Agreement, provided that all amendments shall be in writing and shall be signed by or on behalf of the CITY and Purchaser.

Section 15.04. Applicable Law. This Agreement shall be governed by the applicable laws of Virginia.

Section 15.05. Severability. If any clause, provision or section of this Agreement shall be held illegal or invalid by any court, the illegality or invalidity of such clause, provision or section shall not affect the remainder

of this Agreement which shall be construed and enforced as if such illegal or invalid clause, provision or section had not been contained in this Agreement. If any agreement or obligation contained in this Agreement is held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the CITY and Purchaser only to the extent permitted by law.

Section 15.06. Headings. The headings of the several articles and sections of this Agreement are inserted for convenience only and do not comprise a part of this Agreement.

Section 15.07. Non-Assignability. This Agreement shall not be assigned, in whole or in part, by Purchaser without the express written consent of the CITY.

Section 15.08. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute but one and the same instrument.

WITNESS the following signatures and seals:

**CITY OF RICHMOND**, a municipal corporation of the Commonwealth of Virginia

By \_\_\_\_\_(SEAL)  
William Harrell, Chief Administrative Officer

\_\_\_\_\_  
By \_\_\_\_\_(SEAL)

COMMONWEALTH OF VIRGINIA,  
CITY OF RICHMOND, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by William Harrell, Chief Administrative Officer, on behalf of the City of Richmond, Virginia, a municipal corporation of the Commonwealth of Virginia.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

COMMONWEALTH OF VIRGINIA,  
CITY OF RICHMOND, to wit:

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_.

My commission expires \_\_\_\_\_.

\_\_\_\_\_  
Notary Public

# BROKER PARTICIPATION ACKNOWLEDGMENT FORM

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

REMIT TO: Motley's Auction & Realty Group  
4402 West Broad Street  
Richmond, VA 23230  
(804) 355-2100  
FAX (804) 359-6954

AUCTION DATE: \_\_\_\_\_

\_\_\_\_\_  
(Address of Auction Property)

BUYER NAME: \_\_\_\_\_

BUYER ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BUYER PHONE #: \_\_\_\_\_

It is understood and agreed that the Broker commission structure will be based on the stated Terms and Conditions of sale of the above referenced auction and that said commission will be based on the successful high bid (the Hammer Price)\* on the property. Commission is to be paid only to the licensed Real Estate Broker named herein upon closing, where permitted by law, if the above named Buyer is the high bidder at auction and the subject property is sold to the same buyer. Only the first registration of a prospective bidder received will be honored. Brokers may not represent themselves as a buyer. The intent of this broker co-op arrangement is to encourage Realtors to find potential purchasers for the auction. Persons not originally represented by a Broker who have contacted the auction and requested information will be ineligible for subsequent broker co-op.

**BROKER PARTICIPATION FORMS MUST BE RECEIVED 48 HOURS PRIOR TO AUCTION!** A 3% Broker Participation Fee will be paid to brokers who submit a pre-auction offer that is accepted by the Seller. If the offer is rejected and the buyer participates in the auction sale and is the high bidder the day of the auction, 2% will be paid to participating broker, if broker complies with all the terms and conditions of this agreement and the sale.

Brokers must be present at the auction and assist their Buyers during the auction in which their Buyers are the successful bidders and the preparation of the agreement of sale to receive said commission. No commission will be paid to Brokers on any sale to an entity of which (or any affiliate of which) they are principals, employees or affiliates, or immediate family members.

\_\_\_\_\_  
Date \_\_\_\_\_  
Broker Signature

\_\_\_\_\_  
Date \_\_\_\_\_  
Agent Signature

\_\_\_\_\_  
Broker Name Printed

\_\_\_\_\_  
Agent Name Printed

Real Estate License No. \_\_\_\_\_

Real Estate License No. \_\_\_\_\_

Real Estate Agency \_\_\_\_\_

Real Estate Agency's Address \_\_\_\_\_

Real Estate Agent's Phone and email address \_\_\_\_\_

Prospective Buyer(s) Signature \_\_\_\_\_ Date \_\_\_\_\_

RECEIVED BY:  
MOTLEY'S AUCTION & REALTY GROUP

By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

\*High bid is defined as purchase price less Buyer's Premium, if applicable, or the Hammer Price.

**BROKER PARTICIPATION FORMS MUST BE RECEIVED  
48 HOURS PRIOR TO AUCTION!**

**BIDDER REGISTRATION FORM**



4402 West Broad Street  
Richmond, Virginia 23230

Bidder # \_\_\_\_\_

Full Name \_\_\_\_\_  
If Purchasing for a Company,  
Give Company Name \_\_\_\_\_

Street Address \_\_\_\_\_

City & State \_\_\_\_\_ Zip Code \_\_\_\_\_

Area Code & Telephone: Daytime \_\_\_\_\_ Home \_\_\_\_\_ Fax \_\_\_\_\_

Driver's License # \_\_\_\_\_ Sales Tax Exemption # \_\_\_\_\_

FOR CURRENT AUCTION INFORMATION: e-mail address: \_\_\_\_\_

DO YOU CHECK YOUR EMAIL REGULARLY? YES  NO

**How did you hear about our sale?**

Currently on List		Flyer		Friend		Walk In/Drive By	
Newspaper		Trade Publication		E-mail		Internet	
Sign		Radio		Other			

**Mailing List Interests**

CURRENTLY ON LIST		CONSTRUCTION		AUTOMOBILES		SURPLUS	
ANTIQUE/ART		TRUCKS		MARINE EQUIPMENT		RESTAURANT	
HOUSEHOLD		MACHINERY		UTILITY EQUIPMENT		OFFICE SUPPLY	
COLLECTIBLES		WOODWORKING		DRILLING EQUIPMENT		REAL ESTATE	

I personally guarantee payment and personally agree to and understand all of the terms and conditions of this auction as set forth in the Bid Package or from the auction stand. I further understand that I am liable for payment of all real estate purchased on my number and that Motley's Auctions, Inc. 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-auctioning the property, any deficit realized on a re-sale from the original selling price, any commission to Motley's Auctions, Inc., the original sales price, Buyer's Premium, and deposits paid plus any attorney's fees, court costs, and all incidental damages or charges involved). Bidders and purchaser acknowledge that disclosure of the brokerage relationship, if any was made to them by the signing of this form. Motley's Auctions, Inc. and Motley's Auction and Realty Group are agents for the Seller. Payment must be in the form of Cash, 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 below on the day of Auction with Client.*

Buyer's Agent  
Print Name: \_\_\_\_\_ Sign Name: \_\_\_\_\_ (Date) \_\_\_\_\_

PRINT NAME (S) AS IT IS TO APPEAR ON THE "PURCHASE AGREEMENT OF SALE": \_\_\_\_\_