

Issue Analysis Form



Date: November 9, 2021
Public Hearing to Sell County
Owned Property in River's
Edge Subdivision on Buxton
Street Tax Map# 15B-02-01-
011-A

Item:

Lead Department(s): County Attorney

Contact Person(s): Dan Whitten

Description and Current Status

Prince George County owns 1.6 acres parcel in River's Edge Subdivision on Buxton Street known as Tax Parcel #: 15B-02-01-011-A. This parcel is no longer needed by the Utilities Department and has been placed on the market for sale.

Ingram & Associates listed the property for sale. An offer to purchase the property has been received and attached for your review.

A motion approving the sale of the Unimproved Property is requested.

Sample Motion: I move that the Board approve the sale of the Unimproved Property located in River's Edge Subdivision on Buxton Street.

Government Path

Does this require IDA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require BZA action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does This require Planning Commission Action?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
Does this require Board of Supervisors action?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
Does this require a public hearing?	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
If so, before what date?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

Fiscal Impact Statement

County Impact

Notes

Board of Supervisors
County of Prince George, Virginia

Resolution

At a regular meeting of the Board of Supervisors of the County of Prince George held in the Boardroom, Third Floor, County Administration Building, 6602 Courts Drive, Prince George, Virginia, this 9th day of November, 2021:

Present:

Floyd M. Brown, Jr., Chairman
Marlene J. Waymack, Vice Chair
Alan R. Carmichael
Donald Hunter
T. J. Webb

Vote:

P-1

On motion of _____, seconded by _____, which carried by a vote of _____ in favor and _____ opposed, the following Resolution was adopted:

**RESOLUTION: AUTHORIZING THE SALE OF COUNTY
OWNED PROPERTY LOCATED IN
RIVER'S EDGE SUBDIVISION ON BUXTON STREET,
TAX MAP#: 15B-02-01-011-A**

NOW, THEREFORE, BE IT RESOLVED that the Prince George County Board of Supervisors this 9th day of November, 2021, does hereby authorize the County Administrator to sign all necessary paperwork required for the sale of County Owned Property located in River's Edge Subdivision on Buxton Street, Tax Map#: 15B-02-01-011-A.

A Copy Teste:

Percy C. Ashcraft
County Administrator



Central Virginia Regional MLS Purchase Agreement For Unimproved Property



(This is a legally binding contract. If you do not understand any part of it,
please seek competent advice before signing.)
(Paragraphs marked with an asterisk * require a blank to be filled in or checked.)

*This Purchase Agreement (the "Agreement") is dated October 8th, 2021, between
County Of Prince George ("Seller") and
Lin Mark Henshaw Richard L. Tetterton Jr. and/or assigns ("Purchaser").
The parties acknowledge Ingram & Assoc Hopewell ("Listing Broker") represents Seller, and
Long & Foster REALTORS ("Selling Broker") represents Purchaser.

* **1. REAL PROPERTY:** Purchaser agrees to buy and Seller agrees to sell the land, all improvements thereon, and appurtenances thereto belonging, located in the City/County of PrinceGeorge, Virginia, and described as (legal description) LT:11A BK:1 SEC:2 SUB:RIVERS EDGE (LAGOON) ACRES:1.6, Tax Parcel # 15B-02-01-011-A and more commonly known as: 000 Buxton ST NorthPrinceGeorge VA 23860 together with the items of personal property described in paragraph 2 (the "Property").

***2. PERSONAL PROPERTY INCLUDED:** The following items of personal property are included in this sale:

***3. PURCHASE PRICE:** The purchase price for the Property is Sixty Thousand
Dollars (\$ 60,000.00) and shall be determined as follows [select one box]:

☒ This sale shall be in gross, and the stated purchase price shall be the exact sales price. **OR**

☐ The Purchase price shall be adjusted at settlement to an exact purchase price of \$ _____ ☐ per sq. ft.
OR ☐ per acre. The exact measurements are to be determined by a survey to be made by a licensed surveyor and paid for by _____.

PAYMENT SOURCE: Purchaser shall pay to Seller at settlement the purchase price, subject to the prorations herein and from the following sources [select applicable boxes]:

☐ This sale is not subject to financing. Purchaser shall pay all cash at closing by bank certified funds or bank wire.

☒ This sale is subject to financing. This is subject to Purchaser being able to obtain a [insert loan type]:

Land Loan _____ loan in the principal amount of _____% of the Purchase Price **OR**
\$ _____ ("Loan Amount"), secured by a first deed of trust lien on the Property bearing interest at a
[select one box]:

☐ fixed rate not exceeding _____% per year **OR**

☐ at an adjustable rate with an initial rate not to exceed _____% per year and a maximum rate not to exceed _____% during the term of the loan **OR**

☒ at the prevailing rate of interest at the time of settlement.

The loan shall be amortized for a term of _____ years and shall require not more than a total of _____ discount and origination points. Purchaser shall pay the balance of the Purchase Price at settlement, less any deposit, loan amount and/or other credits set forth in this Agreement. Nothing in this Agreement prohibits Purchaser from seeking financing other than as specified above so long as settlement is not delayed and there is no cost to Seller. Purchaser's failure to obtain such alternative financing does not relieve Purchaser from the obligations to obtain the financing specified above.

☐ This sale is subject to Seller financing. Seller Financing Addendum must be completed and attached to this Agreement.

Purchaser shall pay the balance of the Purchase Price at settlement, less any deposit, loan amount and/or other credits set forth in this Agreement.

***4. APPRAISAL:** This sale [select one]: ☒ is **OR** ☐ is not further subject to the Property's appraised value equaling or exceeding the Purchase Price, which value shall be determined by an appraiser selected by Purchaser's lender (if a cash purchase, the appraiser shall be selected by Purchaser). **The appraisal shall be ordered within fifteen (15) days of the Date of Ratification. It shall be the responsibility of Purchaser to advise Purchaser's lender of this requirement.** If the appraisal is not ordered within 15 days of the Date of Ratification, then Seller may terminate this Agreement by written notice to Purchaser and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation hereunder. If the appraisal is ordered after the 15 day period but Seller has not yet terminated this Agreement, then Seller's right to terminate this Agreement for said purpose is waived.

Regarding the appraisal, if the Purchase Price exceeds the appraised value, Purchaser shall either: (i) proceed with consummation of this Agreement without regard to the amount of the appraised value, or (ii) make a written request to Seller within five (5) days of receipt of the appraisal for a reduction in the Purchase Price so long as the reduced Purchase Price is not lower than the appraised value, and provide Seller a copy of the appraisal (or lender verification of the appraised value). Seller shall then have five (5) days to respond to Purchaser's request for a reduction in the Purchase Price (the "Response Deadline"). If the parties are unable to agree in writing as to a Purchase Price within five (5) days following the Response Deadline, then either Purchaser or Seller may terminate this Agreement by written notice to the other party, and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation hereunder. For purposes of this paragraph, Purchaser is deemed to have received a copy of the appraisal when Purchaser is notified in writing of the appraised value of the Property. If Purchaser does not request a reduction in the Purchase Price within five (5) days after receipt of the appraisal, then this condition shall be deemed waived by Purchaser.

***5. FINANCING:** If this Agreement is conditioned upon Purchaser obtaining financing, Purchaser shall make written application for such loan within seven (7) days after the Date of Ratification (as defined in Paragraph 21) and shall make diligent effort to secure a written loan commitment no later than 5:00 p.m. on [select one box]: ☒ the settlement date set forth in Paragraph 8 **OR** ☐ _____, 20____. If, at the time of such loan application, Purchaser chooses not to lock-in the rate and/or points that meet or exceed the requirements set forth in Paragraph 3, Purchaser waives such rate and point contingency. If this Agreement is not conditioned upon Purchaser obtaining financing, Purchaser shall provide Seller with written verification from a third-party in possession of Purchaser's assets within seven (7) days after the Date of Ratification that Purchaser has sufficient assets to pay the balance of the Purchase Price at settlement. If Purchaser fails to comply with any of the provisions of this paragraph or fails to obtain a written loan commitment by 5:00 p.m. on the date set forth above, then Seller may terminate this Agreement by written notice to Purchaser, and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder. As used in this paragraph, "diligent effort" shall mean that Purchaser has provided all information or documentation requested by a lender within seven days of each such request and paid all costs associated with such loan application, including but not limited to, application fees, credit reports and appraisal(s). Purchaser authorizes the lender to: (i) disclose to the Listing Broker and Selling Broker information about the progress of Purchaser's loan application and approval, including whether Purchaser has complied with the lender's requests and paid all costs associated with such application and (ii) furnish a copy of Purchaser's loan estimate(s) and closing disclosure(s) to the Selling Broker. If, after diligent effort, Purchaser is unable to obtain financing, then this Agreement shall terminate, and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder.

6. WIRE FRAUD ALERT: Criminals are hacking email accounts of real estate agents, settlement attorneys/agents and others resulting in fraudulent wire instructions being sent to divert Seller or Purchaser's funds to the criminal's account. These emails look legitimate, but they are not. **Purchaser and Seller are advised not to wire any funds without personally speaking with the intended recipient of the wire to confirm the bank routing number and account number.**

***7. DEPOSIT:** Purchaser shall make a deposit of \$ 1,000.00 to be held by Long and Foster REALTORS (the "Escrow Agent") in the form of: ☐ check ☐ cash ☐ other _____ (the "Deposit"). Purchaser [select one]: ☐ has paid the Deposit to the Escrow Agent **OR** ☒ will pay the Deposit to the Escrow Agent within 15 days (the "Extended Deposit Date") after the Date of Ratification. If Purchaser fails to pay the Deposit as set forth herein, then Purchaser shall be in breach of this Agreement. In such event, at Seller's option and in lieu of all other remedies set forth in this Agreement, Seller may terminate this Agreement by written notice to Purchaser and neither party shall have any further obligation hereunder. If the Escrow Agent is a Virginia Real Estate Board ("VREB") licensee, the parties direct the Escrow Agent to place the Deposit in an escrow account by the end of the fifth business banking day following the latter of: (i) ratification and delivery of this Agreement as defined in Paragraph 21, or (ii) the Extended Deposit Date. If the Escrow Agent is not a VREB licensee, the parties direct the Escrow Agent to place the Deposit in

an escrow account in conformance with applicable Federal or Virginia law and regulations. The Deposit may be held in an interest bearing account and the parties waive any claim to interest resulting from such Deposit. The Deposit shall not be released by the Escrow Agent until (i) credited toward the purchase price at settlement; (ii) Seller and Purchaser agree in writing as to its disposition, (iii) a court of competent jurisdiction orders a disbursement of the funds, or (iv) disbursed in such manner as authorized by the terms of this Agreement and subject to Virginia law and/or VREB regulations. Seller and Purchaser agree that Escrow Agent shall have no liability to any party for disbursing the Deposit in accordance with this paragraph, except in the event of Escrow Agent's negligence or willful misconduct.

If the Property is foreclosed upon while this Agreement is pending, the terms of Virginia Code Section 54.1-2108.1 shall apply to the disbursement of the Deposit. The foreclosure shall be deemed a termination of this Agreement by Seller and, absent any default by Purchaser, the Deposit shall be disbursed to Purchaser.

***8. SETTLEMENT; POSSESSION:** Settlement shall be made at the offices of Molly Samler on or before [select one box and insert closing date]:

☒ March 31st, 2022, or a reasonable time thereafter if the Purchaser or Seller is making diligent effort to satisfy any contingencies contained in this Agreement.

OR

☐ _____, 20____, if settlement does not occur within ten (10) days following such date (but subject to Seller's right to cure any title defects as set forth in Paragraph 18B, a party who is ready, willing and able to close under the terms of this Agreement may terminate this Agreement by written notice to the other party, and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder.

Possession of the Property shall be given at settlement, unless otherwise agreed in writing by the parties. Failure to check one box above shall not invalidate this Agreement. The settlement date shall be as inserted above. Seller and Purchaser authorize and direct the settlement agent to provide a copy of Purchaser's closing disclosure (if Purchaser obtains lender financing), settlement statement and/or disbursement summary for this transaction to the Seller, Purchaser, Listing Broker and Selling Broker.

***9. STUDY PERIOD:** Purchaser shall have 60 days from the Date of Ratification to determine whether Purchaser's use or plan of development for the Property is practical. If, prior to the expiration of the study period, Purchaser determines that Purchaser's proposed use or plan of development for the Property is not practical, then Purchaser may terminate this Agreement by written notice to Seller and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder, except as provided herein. Time shall be of the essence for this Paragraph.

***10. SOIL STUDY:** This Agreement is contingent for 0 days from the Date of Ratification to allow _____ to obtain a soil study and/or percolation test, which shall lawfully allow for the erection and use of _____ on the Property.

Such study or test shall be pursued diligently and in good faith and if such study or test reveals that Purchaser's intended use of the Property is not permissible or practicable, Purchaser may terminate this Agreement by written notice to Seller and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser, and neither party shall have any further obligation hereunder, except as provided herein.

11. ACCESS: Purchaser and Purchaser's representatives and engineers shall have the right to enter onto the Property at all reasonable times prior to settlement for purposes of engineering, surveying, title or such other work as is permitted under this Agreement, so long as such studies do not result in a permanent change in the character or topography of the Property. Purchaser shall not interfere with Seller's use of the Property, and Purchaser, at Purchaser's expense, shall promptly restore the Property to its prior condition upon completion of Purchaser's studies or work. Purchaser shall keep the Property free and clear from all liens resulting from its work, studies, investigations or other activities performed pursuant to this Agreement and shall indemnify and hold Seller harmless against any loss or liability to person or property resulting from Purchaser's presence or activities on the Property. This obligation shall survive settlement and transfer of title and possession to the Property.

***12. PROPERTY OWNERS' ASSOCIATION DISCLOSURE:** The Seller represents that the Property [select one]:

☐ is OR ☒ is not located within a development which is subject to the Virginia Property Owners' Association Act (Sections 55.1-1800 et. seq. of the Code of Virginia) (the "Act"). If the Property is within such a development, the Act requires the Seller to obtain from the property owners' association an association disclosure packet and provide it to the Purchaser, or Purchaser's authorized agent. The information contained in the association disclosure packet shall be

18. STANDARD PROVISIONS:

A. EXPENSE PRORATIONS: Seller agrees to pay the expense of preparing the deed and the applicable grantors tax, release fees, and any other fees applicable to the grantor by custom. Except as otherwise agreed herein, Purchaser shall pay all expenses incurred by Purchaser in connection with this Agreement, including without limitation, title examination fees, title insurance premiums, survey costs, recording costs and Purchaser's attorney's fees. All taxes, assessments, interest, rent escrow deposits and other ownership fees, if any, shall be prorated as of the date of settlement. In addition to the Purchase Price, Purchaser agrees to pay Seller for all fuel oil and propane/LP gas remaining in any tanks (if applicable) at the prevailing market price as of the date of settlement.

B. TITLE: At settlement Seller shall convey the Property to Purchaser by a general warranty deed containing English covenants of title, free of all encumbrances, tenancies, and liens (for taxes or otherwise), but subject to such restrictive covenants and utility easements of record which do not materially and adversely affect Purchaser's proposed use of the Property or render the title unmarketable. If the Property does not abut a public road, title to the Property must include a recorded easement providing adequate access thereto satisfactory to Purchaser. In the event this sale is subject to a financing contingency under Paragraph 3, the access to a public road must also be satisfactory to the lender. If the examination reveals a title defect that can be remedied by legal action or otherwise within a reasonable time, Seller, at his/her expense, shall promptly take such action as is necessary to cure such defect. If the defect is not cured within thirty (30) days after Seller receives notice of the defect or if seller is unable to provide access to a public road as provided above, then either party may terminate this Agreement (at the expiration of the thirty (30) day period if termination relates to title defect(s) not being cured) by written notice to the other party. Upon termination of this Agreement, and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation hereunder. The parties agree that the settlement date prescribed in Paragraph 8 shall be extended if necessary to enable Seller to cure any title defect, but not for more than thirty (30) days, time being of the essence.

C. LAND USE ASSESSMENT: In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application at Purchaser's expense for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify. Notwithstanding anything herein to the contrary, the provisions of this Paragraph C shall survive settlement and the delivery of the deed.

D. RISK OF LOSS: All risk of loss or damage to the Property by fire, windstorm, casualty, or other cause is assumed by Seller until settlement. In the event of substantial loss or damage to the Property before settlement, Purchaser shall have the option of either (i) terminating this Agreement, and subject to the provisions of Paragraph 7, Purchaser's Deposit shall be refunded in full to Purchaser and neither party shall have any further obligation hereunder, or (ii) affirming this Agreement, in which event Seller shall assign to Purchaser all of Seller's rights under any policy or policies of insurance applicable to the Property.

E. VA/FHA LOANS: If a VA or FHA loan is selected in Paragraph 3, it is expressly agreed that notwithstanding any other provisions of this Agreement, Purchaser shall not be obligated to complete the purchase of the Property or to incur any penalty by forfeiture of earnest money deposits or otherwise unless the Purchaser has been given in accordance with HUD/FHA or VA requirements a written statement by the Federal Housing Commissioner, Veterans Administration, or a direct endorsement lender setting forth the appraised value of the Property of not less than the Purchase Price. Purchaser shall have the privilege and option of proceeding with consummation of this Agreement without regard to the amount of the appraised value. The appraised value is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value or the condition of the Property. Purchaser should satisfy himself/herself that the price and condition of the Property are acceptable.

F. MISCELLANEOUS: This Agreement represents the entire agreement between Seller and Purchaser and may not be modified or changed except by written instrument executed by the parties. This Agreement shall be construed according to the laws of the Commonwealth of Virginia and shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. To the extent any handwritten or typewritten terms herein conflict with, or are inconsistent with the pre-printed terms hereof, the handwritten or typewritten terms shall control. This Agreement may only be assigned by Purchaser with the written consent of the Seller. If the Seller agrees in writing to an assignment of this Agreement, Purchaser shall remain obligated hereunder until settlement. The parties agree that faxed or electronic transmission of any signed original document shall have the same effect as an original. As used in this Agreement, a "day" shall mean a calendar day and all times are local Eastern Standard Time unless otherwise noted. This Agreement may be signed in one or more counterparts, each of which is deemed to be an original and all of which shall together constitute the same instrument. No party will refuse delivery of any notice from the other party in order to

hinder or delay any deadline established in this Agreement. Unless otherwise provided herein, the provisions of this Agreement affecting title shall be deemed merged into the deed delivered at settlement and shall not survive settlement.

G. MECHANIC'S LIEN DISCLOSURE: Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, within 90 days from the last day of the month in which the lien or last performed work or furnished materials or 90 days from the time the construction, removal, repair or improvement is terminated. **AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.** Seller shall deliver to Purchaser at settlement an affidavit in a form acceptable to Purchaser's title company, signed by Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished to the Property during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor and/or materials that such items have been paid.

19. SELLER REPRESENTATION: Seller warrants each person signing this Agreement as "Seller" includes all persons possessing an ownership interest in the Property or who will be a necessary party to convey clear title to the Property.

20. ELECTRONIC SIGNATURES: In accordance with the Uniform Electronic Transactions Act (UETA) regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures (such as Authentisign) as an additional method of signing and/or initialing this Agreement.

***21. ACCEPTANCE:** This Agreement becomes a legally binding agreement only upon ratification and delivery. Unless ratification and delivery of this Agreement occurs by 5:00 ☐ a.m. or ☒ p.m. on October 22nd, 2021, **this offer shall expire and shall not be binding on either party.** If the parties desire to accept an offer that has expired, then (i) the date set forth in this paragraph 21 must be revised to the ratification date (or later), (ii) each party must initial such revision, and (iii) ratification and delivery must occur prior to the revised expiration date.

As used herein, "**ratification and delivery**" means **delivery of a final accepted and signed Agreement to the other party or their respective broker or salesperson by hand delivery, fax or electronic transmission, or by a professional courier service (including overnight delivery service) or by United States mail with return receipt requested.** In the event of a dispute, the sender shall have the burden to demonstrate delivery to the recipient of the final accepted and signed Agreement. "**Date of Ratification**" means the date upon which ratification and delivery occurs. Purchaser and Seller understand that they shall have the right to withdraw any offer at any time prior to ratification and delivery. If either party withdraws an offer, notice shall be deemed effective upon receipt. If any offer is withdrawn, all deposits shall be returned to the Purchaser at no penalty.

[Signatures appear on next page.]

WITNESS the following authorized signatures:

Authorized Signature 10/08/2021
Purchaser TFI Mark Henshaw Date

Authorized Signature 10/08/2021
Purchaser Richard L. Tetterton Jr Date

Purchaser Date

Seller County Of Prince George Date

Seller Date

Seller Date

The following is for informational purposes only:

Selling Broker Company's Name and Address

Long & Foster REALTORS
601 Southpark Blvd.
Colonial Heights VA 23834

Office Phone (804) 520-5600
 Office Fax (804) 520-4400
 DPOR Firm License No.: 226004682

Purchaser's Authorized Agent's Information:

Name Rick Tetterton
 Email rltetterton@gmail.com
 Cell No. 804-536-7126
 Agent's DPOR License No.: 0225195241

Listing Company's Name and address

Ingram & Assoc Hopewell
3302 Oaklawn Blvd
Hopewell VA 23860

Office Phone (804) 458-9873
 Office Fax (804) 458-0621
 DPOR Firm License No.: 226011863

Seller's Authorized Agent's Information:

Name Ronnie Joswick
 Email ronjoswick@gmail.com
 Cell No. (804) 712-3095
 Agent's DPOR License No.: 0225219346

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Central Virginia Regional MLS
EXCLUSIVE RIGHT TO REPRESENT BUYER AGREEMENT
(Standard Agency)

(This is a legally binding contract; if not understood, seek competent advice before signing.)



Firm Name Long & Foster REALTORS
 Firm Address 601 Southpark Blvd. Colonial Heights VA 23834
 Firm Broker Name Nancy Steinke
 Firm Broker's Phone Number (804) 520-5600
 This Agreement (the "Agreement") is made as of October 8th, 2021
 between Lin Mark Henshaw Richard L. Tetterton Jr. (collectively "Buyer")
 and the above referenced Firm, herein defined as "Broker."

1. In consideration of the mutual covenants contained in this Agreement, Buyer hereby appoints Broker to represent Buyer in the acquisition of real property. As used in this Agreement, "acquisition of real property" shall include any purchase, option, exchange of property or an agreement to do so. Buyer is retaining Broker to acquire the following specific property or type of property:
000 Buxton ST North Prince George VA 23860

2. **TERM.** This Agreement shall commence on October 8th, 2021 and terminate at midnight on March 31st, 2022.

3. **BROKER'S DUTIES.** Broker shall represent Buyer as a standard agent in this brokerage relationship and locate property available for purchase and suitable to Buyer. Unless otherwise provided by law or Buyer consents in writing to the release of information, Broker shall maintain the confidentiality of personal information, financial information and other matters identified as confidential by Buyer that is received from Buyer in the course of the brokerage relationship. If Broker is not the listing firm of the seller, Broker shall represent solely the interest of Buyer in all negotiations and transactions regarding the acquisition of real property, and shall reject any agency relationship with the seller unless consented to in writing by Buyer. Broker shall have no obligation to search out such properties beyond those that come to the attention of Broker in the ordinary course of Broker's business. Broker may represent other buyers who may be interested in the same property as Buyer.

4. **BUYER'S DUTIES.** Buyer shall: (i) work exclusively with Broker during the term of this Agreement; (ii) comply with the reasonable requests of Broker to supply any information or personal data needed to fulfill the terms of this Agreement; (iii) pay Broker the compensation set forth below; (iv) be available during Broker's regular working hours to view properties; (v) consult with Broker before visiting any resale or new homes or contacting any other real estate licensees or property owners to avoid confusion over the brokerage relationships and liability for payment of the compensation due to Broker; and (vi) inform all sellers and licensees whom Buyer contacts of Buyer's brokerage relationship with Broker.

5. **COMPENSATION.** For their services rendered, Broker shall be paid the following compensation (the "Fee") [select one box]:

☐ **Option A** Broker shall be paid a Fee equal to the compensation offered by a listing firm or seller to a buyer's broker on property acquired by Buyer, but the minimum Fee paid to Broker shall not be less than [select one box]:

☐ _____% of the gross purchase price of such property. After crediting any compensation received by Broker from the listing firm or seller, Buyer shall pay the balance of the Fee due to Broker.

OR

☐ other (describe) _____. After crediting any compensation received by Broker from the listing firm or seller, Buyer shall pay the balance of the Fee due to Broker.

☒ **Option B** Broker shall be paid a Fee equal to the compensation offered by a listing firm or seller to a buyer's broker on property acquired by Buyer. No Fee shall be paid by Buyer except if Buyer defaults under this Agreement.

☐ [Select if applicable]: Buyer shall pay to Broker at the time the Fee is due an additional sum of \$_____ for the following service(s) (describe): _____.

The Fee shall be due if, during the term of this Agreement, Buyer enters into a contract to acquire a property of the type described above through services of Broker or otherwise. The Fee shall also be due to Broker if the real property is shown or described to Buyer by Broker during the term of this Agreement and Buyer obtains title thereto within _____ days after the expiration of this Agreement unless Buyer has entered into a subsequent buyer brokerage agreement with another real estate brokerage firm. The Fee shall be payable to Broker on the earlier of transfer of title or any action or default by Buyer which results in Buyer's not obtaining title to the Property. Buyer's obligation to pay the Fee shall survive termination of this Agreement. Any compensation received by Broker from a listing firm or seller in excess of the Fee shall be paid to and retained by Broker even though said amount may exceed the Fee. Broker shall promptly disclose any selling bonus to Buyer prior to contract ratification. Buyer shall not modify Broker's Fee in any real estate purchase contract.

6. **DUAL/DESIGNATED AGENTS.** Buyer acknowledges that Broker may represent sellers of property as a listing agent, and certain properties listed by Broker may be of interest to Buyer. Buyer authorizes Broker to bring to Buyer's attention any properties listed by Broker which may suit Buyer's needs and hereby instructs Broker to inform Buyer at the time of its representation of the seller. If Buyer elects to view or consider property listed by Broker and to make an offer on such property, then dual agency by the Broker will exist, and Broker must either obtain the written consent of Buyer and Broker's seller client to: (i) assign different licensees of Broker as designated

agents to represent Buyer and seller; or (b) act as a dual agent for Buyer and seller in the same transaction. Under Virginia law, designated agents shall not be considered dual agents and shall not be limited in their ability to represent the client to whom they are designated in the transaction. The principal or supervising broker who is supervising the transaction is considered a dual agent of both Buyer and seller, and such broker's ability to represent both clients will be limited. Broker shall not disclose to either client or such client's designated agent any information that has been given to Broker by the other client within the confidence and trust of the brokerage relationship, unless the disclosure is required by law or consented to in writing by the affected party. In dual agency, there is a limitation on Broker's ability to represent either Buyer or seller fully and exclusively. Paragraph 7 of this Agreement contains a disclosure explaining more fully the roles and responsibilities of Buyer, a seller and the agent in a dual agency. Broker shall request Buyer's consent to act as a dual agent if Buyer desires to make an offer on a property listed by Broker and Buyer agrees that before making an offer on any property listed by Broker, Buyer will enter into a written consent to a dual agency on the part of Broker.

7. DISCLOSURE REGARDING DUAL AGENCY. If Buyer is shown a property listed by Broker and/or makes an offer on such property, and Broker has not designated agents to represent Buyer and the seller, Broker and all of Broker's licensees will be acting as the agent for both the seller and Buyer in the transaction. In such a transaction, Broker will remain impartial to the seller and Buyer. Buyer agrees that Broker shall not be liable to either party for refusing or failing to disclose information which, in the sole discretion of the Broker, would harm one party's bargaining position and would benefit the other party. Broker cannot disclose or advise either Buyer or seller as to (i) the terms to offer or accept in any offer or counteroffer, (ii) the suitability of the property, its condition (other than to make any disclosures as required by law of any licensee representing a seller), or the repairs to make or request, or (iii) any dispute that arises relating to the transaction. If the seller and Buyer do not enter into an agreement for the purchase of the seller's property, such dual agency shall terminate. Buyer acknowledges the implications of Broker's dual agency, including the limitation on Broker's ability to represent the seller or Buyer fully and exclusively. Buyer understands that Buyer may seek independent legal counsel or engage another real estate licensee at Buyer's sole expense in order to assist with any matter relating to a purchase agreement or to the transaction that is the subject matter of a purchase agreement. If Buyer engages legal counsel and/or another real estate licensee, Broker shall: (i) continue to act as a dual agent with the consent of Buyer; or (ii) terminate Broker's representation of Buyer by written notice to Buyer only with respect to the property listed by Broker in which Buyer has made an offer, but in either choice of (i) or (ii) above, Broker shall be entitled to the Fee set forth in Paragraph 5 unless otherwise agreed to by Broker. Provided Broker has acted in accordance with its obligations under this Agreement, Broker shall not be liable for any claims, damages, losses, expenses or liabilities arising from Broker's role as dual agent. Buyer shall have a duty to protect its own interests and should read any purchase agreement carefully to insure that it accurately sets forth terms Buyer wants included in the purchase agreement. If acting as a dual agent, Broker will: treat the seller and Buyer honestly; disclose material facts about the property that are known to Broker as required by law; assist in the preparation of the purchase agreement; work diligently to facilitate the sale and work with the seller and Buyer's settlement agent/attorney to facilitate closing. Broker may also assist Buyer to arrange property inspections, help Buyer compare financing alternatives, and provide information about comparable properties so the seller and Buyer may make an educated decision about the price to be contained in the purchase agreement.

8. RECORDING IN A PROPERTY. Buyer should be aware that an owner may utilize audio and/or video devices to monitor their property. Buyer should not discuss negotiation strategies or other confidential information within a property. Buyer hereby releases Broker, its agents and employees, from any liability which may result from any recordings occurring within a property.

9. MISCELLANEOUS. Buyer acknowledges that Broker is being retained solely as a real estate agent and is not an attorney, tax advisor, lender, appraiser, surveyor, structural engineer, home inspector or other service provider. Buyer has been advised to seek professional advice for any such matters. This Agreement constitutes the entire agreement between the parties and supersedes any other written or oral agreement between the parties and can only be modified in writing signed by both parties.

10. ELECTRONIC SIGNATURES In accordance with the Uniform Electronic Transactions Act regarding electronic signatures and transactions, the parties do hereby expressly authorize and agree to the use of electronic signatures as an additional method of signing and/or initialing this Agreement.

Witness the following duly authorized signatures:

BUYER
10/08/2021

Authenticator
10/8/2021 12:41:16 PM EDT

10/08/2021

Authenticator
Richard L. Tetterton Jr.
10/8/2021 12:28:45 PM EDT

Date

Buyer Lin Mark Henshaw

Buyer Richard L. Tetterton Jr

BROKER
Rick Tetterton
10/8/2021 12:27:24 PM EDT

Signature of Broker or authorized agent

Print Name: 10/08/2021

Rick Tetterton

Date:

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CENTRAL VIRGINIA REGIONAL MLS SUMMARY OF RESIDENTIAL PROPERTY DISCLOSURE ACT

The Virginia Residential Property Disclosure Act (§55.1-700 et seq. of the Code of Virginia) governs the information owners must disclose to prospective purchasers of residential real property. Certain residential property transfers are excluded from the requirements (see §55.1-702).

RESIDENTIAL PROPERTY DISCLOSURE STATEMENT (§55.1-703) NOTICE FOR BUYER TO EXERCISE NECESSARY DUE DILIGENCE

1. **CONDITION:** The owner(s) of the residential real property makes no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyances of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a home inspection as defined in §54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract, prior to settlement pursuant to such contract.
2. **ADJACENT PARCELS:** The owner(s) makes no representations with respect to any matters that may pertain to parcels adjacent to the subject parcel, including zoning classification or permitted uses of adjacent parcels, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary with respect to adjacent parcels in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
3. **HISTORIC DISTRICT ORDINANCE(S):** The owner(s) makes no representations to any matters that pertain to whether the provisions of any historic district ordinance affect the property and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary with respect to any historic district designated by the locality pursuant to § 15.2-2306, including review of (i) any local ordinance creating such district, (ii) any official map adopted by the locality depicting historic districts, and (iii) any materials available from the locality that explain (a) any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and (b) the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
4. **RESOURCE PROTECTION AREAS:** The owner(s) makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to § 62.1-44.15:74, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
5. **SEXUAL OFFENDERS:** The owner(s) makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2, and purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
6. **DAM BREAK INUNDATION ZONE(S):** The owner(s) makes no representations with respect to whether the property is within a dam break inundation zone and purchasers are advised to exercise whatever due diligence they deem necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.

7. **WASTEWATER SYSTEM:** The owner(s) makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and purchasers are advised to exercise whatever due diligence they deem necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
8. **SOLAR ENERGY COLLECTION DEVICE(S):** The owner(s) makes no representations with respect to any right to install or use solar energy collection devices on the property.
9. **SPECIAL FLOOD HAZARD AREAS:** The owner(s) makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or for the Virginia Department of Conservation and Recreation's Flood Risk Information System, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
10. **CONSERVATION OR OTHER EASEMENTS:** The owner(s) makes no representations with respect to whether the property is subject to one or more conservation or other easements and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract.
11. **COMMUNITY DEVELOPMENT AUTHORITY:** The owner(s) makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of Chapter 51 of Title 15.2 and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to § 15.2-5157, but in any event, prior to settlement pursuant to such contract.
12. **MARINE CLAYS:** The owner(s) makes no representations with respect to whether the property is located on or near deposits of marine clays (marumscos soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
13. **RADON GAS:** The owner(s) makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
14. **DEFECTIVE DRYWALL:** The owner(s) makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this disclosure, "defective drywall" means the same as that term is defined in § 36-156.1.

Rev. 07.2021

CVR 426

Page 2 of 3

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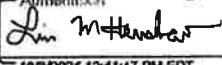


15. **LEAD PIPES:** The owner(s) makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free," in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
16. **IMPOUNDING STRUCTURES OR DAMS:** The owner(s) makes no representations with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

Sellers and buyers *may* also need to complete one or more of the following written disclosure forms (which can be found at https://www.dpor.virginia.gov/consumers/Disclosure_Forms/):

- **First Sale of a Dwelling:** Transfers involving the first sale of a dwelling are exempt from the disclosure requirements of the Act, except § 55.1-702.B requires that the builder shall disclose in writing to the purchaser all known material defects which would constitute a violation of any applicable building code. (If no defects are known by the builder to exist, no written disclosure is required.)
- **Planning District 15:** For property that is located wholly or partially in any locality comprising Planning District 15, § 55-518.B states that the builder or owner shall disclose in writing any knowledge of (i) whether mining operations have previously been conducted on the property or (ii) the presence of any abandoned mines, shafts, or pits.
- **§ 55.1-704 (Military Installation)** contains a disclosure requirement for properties located in any locality in which there is a military air installation.
- **§ 55.1-706 (Building Code Enforcement/Zoning Code Ordinance Violation)** contains a disclosure requirement for properties with pending building code or zoning ordinance violations.
- **§ 55.1-708 (Property Previous Used for Methamphetamine Manufacture)** contains a disclosure requirement for properties previously used to manufacture methamphetamine.
- **§ 55.1-708.1 (Privately Owned Stormwater Management Facility)** contains a disclosure requirement for properties with privately owned stormwater management facilities.
- **§ 32.1-164.1:1 (Septic Waiver)** contains a disclosure requirement regarding the validity of septic system operating permits.

Please acknowledge receiving a copy of this summary by signing below.

	_____ (Date)
10/8/2021 12:41:17 PM EDT	
Richard L. Tetterton Jr.	_____ (Date)
10/8/2021 12:28:48 PM EDT	
_____	_____ (Date)

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CENTRAL VIRGINIA REGIONAL MLS

COVID-19 ADDENDUM



This Addendum is attached to and made a part of the Purchase Agreement dated October 8th, 2021 (the "Purchase Agreement") between County Of Prince George ("Seller") and Lin Mark Henshaw Richard L. Tetterton Jr. ("Purchaser"), for the sale of the certain real property and all improvements thereon located in the City/County of PrinceGeorge, Virginia, and described in the Agreement as 000 Buxton ST VA 23860 (the "Property"), and provides as follows:

1. If a party or their respective settlement agent or lender becomes the subject of a voluntary or mandatory COVID-19 virus quarantine or closure and it results in a party's inability to perform on the settlement date, then the settlement date shall, upon the written notification by the affected party to the other party, be extended for a period of up to five (5) days after such quarantine or closure order is terminated, but in no event shall the settlement date be extended for more than thirty (30) days unless otherwise mutually agreed upon by the parties. The affected party shall give written notice to the other party as soon as practical after learning of the quarantine or closure, and again when the quarantine or closure is concluded so the parties can complete settlement within the said five (5) day period.
2. In addition to the above, each party acknowledges that the Circuit Court Clerk's Office where the Property is located may be subject to restricted hours of operation or closure and the following may occur: (i) recordation of the deed and disbursement of Seller's proceeds may be delayed until recordation of the deed; or (ii) upon the direction of Purchaser's title company or lender, if applicable, the settlement date of the transaction may be delayed until the Clerk's Office reopens for recordation of the deed. In either case, each party and their settlement agent shall diligently pursue recordation of the deed and disbursement of the Seller's proceeds.
3. As used in this Addendum, "days" shall mean calendar days and "written notice" shall mean delivery of such notice to the other party or their respective broker or salesperson by hand delivery, or by email or electronic transmission provided the sender retains sufficient proof of the electronic delivery.
4. Other terms:

WITNESS the following authorized signatures:

Authentisign
Lin Mark Henshaw 10/08/2021
Purchaser

Authentisign
Richard L. Tetterton Jr. 10/08/2021
Purchaser

Purchaser _____ Date _____

[Signature] 10/14/2021
Seller County Of Prince George Date

Seller _____ Date _____

Seller _____ Date _____

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Affiliated Business Arrangement Disclosure Statement

Property: 000 Buxton ST

NorthPrinceGeorge, VA 23860

To: Lin Mark Henshaw and Richard L. Tetterton Jr. From:

Rick Tetterton

Date: 10/08/2021

This is to give you notice that Long & Foster Real Estate, Inc. ("Long & Foster"), also doing business as Virginia Properties, Evers & Company Real Estate, and Northrop Realty, and the settlement service providers listed in the table below are part of a family of companies (the "Affiliated Companies") owned by Berkshire Hathaway, Inc. ("Berkshire Hathaway"), and each may refer to you the services of another. Each of the Affiliated Companies is indirectly owned, in whole or in part, by a common parent, HomeServices of America, Inc. ("HSOA"), a Berkshire Hathaway affiliate. The percentage of indirect ownership interest held by HSOA in each Affiliated Company is indicated in the table. Silverton Mortgage is a wholly-owned indirect subsidiary of Clayton Homes, a Berkshire Hathaway affiliate. Because of these relationships, the referral of a customer (including you) by any of the Affiliated Companies to another may provide the referring company, its affiliates, and/or their employees with a financial or other benefit.

While Long & Foster Insurance Agency, Inc. ("LFIA"), an Affiliated Company, does not have common ownership with Home Buyers Resale Warranty Corporation doing business as 2-10 Home Buyers Warranty ("2-10") or Cinch Home Services, Inc. ("Cinch Home Services"), it does advertise them for a fixed service fee.

Mid-States Title Insurance Agency, Inc. ("Mid-States"), a Long & Foster affiliate, has business relationships with the following unaffiliated closing attorneys, pursuant to which Mid-States advertises these firms for a fixed service fee: Crawford and Keller, PLLC; Baird Mandalas Brockstedt, LLC; and Giordano, DelCollo, Werb & Gagne, LLC.

AFFILIATED COMPANIES	
SECTION A: Settlement of Your Loan and / or Title Insurance	
Guaranty Title (NC) (d/b/a of Sage Title Group, LLC) (100%)	Infinity Settlements Agency (PA) (d/b/a of Sage Title Group, LLC) (100%)
Infinity Title Agency (NJ) (d/b/a of Sage Title Group, LLC) (100%)	RGS Property Closing Services (PA) (d/b/a of RGS Title LLC) (100%)
Sage Premier Settlements (PA, NJ, DE, MD) (d/b/a of Sage Title Group, LLC) (100%)	RGS Title LLC (VA, MD, DC, WV) (100%)
Sage Title Group, LLC (VA, MD, DC, WV) (100%)	Trident Land Transfer Company LP (PA, DE) (100%)
Bon Air/Long & Foster Title Agency LLC (VA) (50%)	Trident Land Transfer Company (NJ), LLC (NJ) (49%)
Attorneys Title Holdings, Incorporated (NC) (100%)	Premier Service Abstract, LLC (NJ) (49%)
SECTION B: Property / Hazard / Flood Insurance	
Long & Foster Insurance Agency, Inc. (100%)	Trident Insurance Agency Company (d/b/a of HomeServices Insurance, Inc.) (100%)
HomeServices Insurance, Inc. (100%)	HomeServices Insurance Northeast, LLC (50%)
SECTION C: Mortgage Services	
Prosperity Home Mortgage, LLC (100%)	Thoroughbred Mortgage (d/b/a of Silvermine Ventures LLC) (100%)
Silverton Mortgage (d/b/a of Vanderbilt Mortgage and Finance, Inc.) (100%)	Trident Mortgage Company LP (100%)
SECTION D: Real Estate Services	
Berkshire Hathaway HomeServices Fox & Roach, REALTORS® (PA, NJ, DE, MD) (d/b/a of Fox & Roach LP) (100%)	Berkshire Hathaway HomeServices Carolinas Realty, York Simpson Underwood Realty, Yost & Little Realty, and Pinchurst Realty Group (d/b/a of Preferred Carolinas Realty, Inc.) (NC, SC) (100%)
Houlihan Lawrence, Inc. (NY, CT) (100%)	

Set forth below is the estimated charge or range of charges for each of the services listed. You are NOT required to use any of these service providers as a condition of the sale of the subject property or to obtain access to any settlement service.

THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

PROVIDER	SETTLEMENT SERVICE	ESTIMATED RANGE OF CHARGES
Providers listed in <u>Section A</u> above	Settlement Fees, including Document Preparation, Title Search & Exam Fees	\$0-\$2,000 Fees vary depending on transaction type and state
	Title Charges	See Title Insurance Chart below
Providers listed in <u>Section B</u> above	Homeowner's Insurance	\$300-\$10,000 plus per year; charges may vary based on coverage requested and other factors including multi-unit properties.
	Flood Insurance	Flood insurance is not included in this estimate but may be available for an additional fee and may be lender required.
Providers listed in <u>Section C</u> above	Loan Origination Fee	\$0-\$1,945; or up to 2.75% of the loan amount
	Appraisal	\$300-\$1,102 (may exceed for complex appraisal)
	Third Party Fees	\$9.75-\$310
Providers listed in <u>Section D</u> above	Real Estate Brokerage Services	3%-10% of the sales price plus up to \$1,200

¹ Northrop Realty is also a trade name for The Northrop Team, P.C. ("Northrop"), a separate realty company that operates under Long & Foster's real estate license. Northrop is not an "Affiliated Company" as that term is used in this Affiliated Business Arrangement Disclosure.

TITLE INSURANCE FOR AFFILIATES ESTIMATE OF RANGE OF CHARGES GENERALLY MADE BY PROVIDER

STATE		SALES PRICE	PREMIUM FOR AFFILIATES
DE		First \$100,000 \$100,001 - \$1,000,000 \$1,000,001 - \$5,000,000	\$4.60 per \$1,000 of coverage add \$3.90 per \$1,000 of coverage add \$3.25 per \$1,000 of coverage Enhanced policy is 120% of above rates. Simultaneous issue of Lenders' Policy (DE) is \$25. Lender required endorsements are \$50 each. Closing Protection Letter (CPL) per Lender Policy is \$125.
DC		First \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001 - \$5,000,000	\$6.84 per \$1,000 of coverage add \$6.12 per \$1,000 of coverage add \$5.40 per \$1,000 of coverage add \$4.68 per \$1,000 of coverage Simultaneous issue of Lenders' Policy (DC) is \$150. Closing Protection Letter (CPL) per Lender Policy is \$50.
MD		First \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001 - \$2,000,000	\$5.75 per \$1,000 of coverage add \$4.90 per \$1,000 of coverage add \$4.20 per \$1,000 of coverage add \$3.30 per \$1,000 of coverage Simultaneous issue of Lenders' Policy (MD) is \$150.
NJ		First \$100,000 \$100,001 - \$500,000 \$500,001 - \$2,000,000	\$5.25 per \$1,000 of coverage add \$4.25 per \$1,000 of coverage add \$2.75 per \$1,000 of coverage Enhanced policy is 120% of above rates. Simultaneous issue of Lenders' Policy is \$25. Lender required endorsements are \$25 each. Closing Service Letter per Lender Policy is \$75.
NC		First \$250,000 \$250,001 - \$500,000 \$500,001 - \$2,000,000 \$2,000,001 - \$7,000,000	\$2.51 per \$1,000 of coverage add \$1.96 per \$1,000 of coverage add \$1.28 per \$1,000 of coverage add \$0.98 per \$1,000 of coverage Enhanced policy 120% of above rates. Simultaneous issue of Lenders' Policy is \$26. Closing Protection Letter is an additional 10% if lenders' policy issued. Premium for issuance of commitment is \$15. Lender required endorsements are \$20 each.
PA		First \$30,000 \$30,001 - \$45,000 \$45,001 - \$100,000 \$100,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001 - \$2,000,000	\$569.00 flat fee add \$7.41 per \$1,000 of coverage add \$6.27 per \$1,000 of coverage add \$5.70 per \$1,000 of coverage add \$4.56 per \$1,000 of coverage add \$3.42 per \$1,000 of coverage Lender-required endorsements (PA) are \$50-\$500. Closing Protection Letter (CPL) per Lender Policy is \$125.
VA		First \$250,000 \$250,001 - \$500,000 \$500,001 - \$1,000,000 \$1,000,001 - \$2,000,000	\$4.68 per \$1,000 of coverage \$4.44 per \$1,000 of coverage \$4.08 per \$1,000 of coverage \$2.70 per \$1,000 of coverage Simultaneous issue of Lender's Policy (VA) is \$150. Closing Protection Letter (CPL) per Lender Policy is \$20
WV		First \$100,000 \$100,001 - \$500,000 \$500,001 - \$2,500,000	\$4.68 per \$1,000 of coverage add \$4.08 per \$1,000 of coverage add \$3.60 per \$1,000 of coverage Enhanced policy is 120% of basic rates. Simultaneous issue of Lender's Policy is \$100. Title insurance commitment fee per policy will not exceed \$100.

CONTRACTED PROVIDERS		
PROVIDER	SETTLEMENT SERVICE	ESTIMATED RANGE OF CHARGES
2-10 Home Buyers Warranty/ Cinch Home Services	Home Warranty	\$499 - \$1,620, depending on property and optional coverage

ACKNOWLEDGEMENT: I/we have read this disclosure form and understand that the Affiliated Companies may refer me/us to purchase the above-described settlement service(s) from one another and that any such referrals may provide the referring company, its affiliates, and/or their employees with a financial or other benefit. I/we also understand that LFIA receives fixed fees for advertising, and related services performed for 2-10 Home

Signature

Jim McHendry
Signature
10/8/2021 12:41:21 PM EDT

(Date)

Authentisign

Richard L. Tetterton Jr.
Signature
10/8/2021 12:28:49 PM EDT

(Date)

Affiliated Business Arrangement Disclosure (Page 2 of
Long & Foster Rev.4/10

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**NOTICE OF PUBLIC
HEARING
COUNTY OF PRINCE
GEORGE**

Notice is hereby given to all interested persons that the Prince George Board of Supervisors will hold a public hearing on November 9, 2021 beginning at 7:30 p.m. in the Board of Supervisors Meeting Room, Third Floor of the County Administration Building, 6602 Courts Drive, Prince George, Virginia, (located at the intersection of Laurel Springs Road and Courts Drive in the County Government Complex) pursuant to § 15.2-1427, Code of Virginia (1950), as amended, to consider:

Sale of County owned property located in River's Edge Subdivision on Buxton Street, Tax Map#: 15B-02-01-011-A.

All interested persons shall be given an opportunity to be heard.

Percy C. Ashcraft
County Administrator