



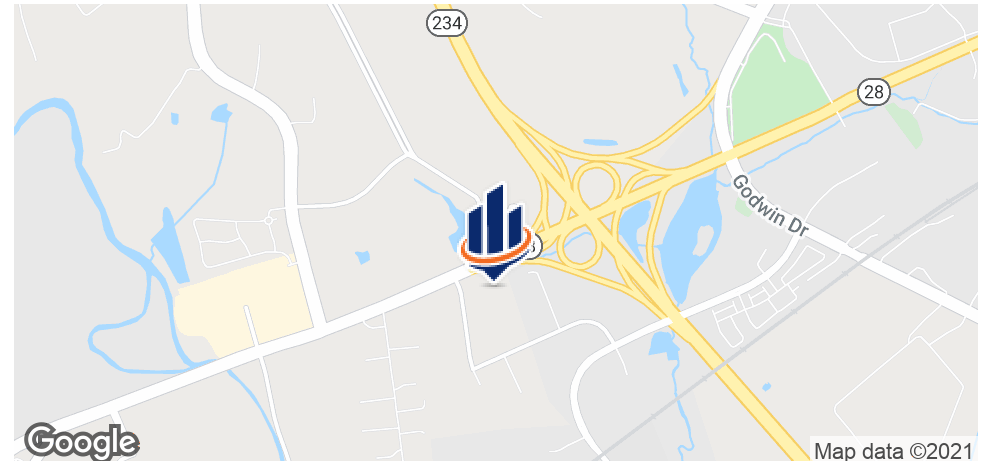
5.4 ± AC COMMERCIAL PARCEL IN MANASSAS, VA

10940 SAMUEL TREXLER DR.
MANASSAS, VA 20110

Tim Dudley, CAI, AARE
Senior Advisor
O: 804.822.3131
tdudley@svn.com



Property Summary



OFFERING SUMMARY

Auction Date & Time: 9/20/18 @ 10 AM

Auction Location: Onsite

Opening Offer: To Be Determined

Lot Size: 5.4 Acres

Zoning: B-1

PROPERTY OVERVIEW

SVN/Motleys is pleased to present this 5.4 +/- acre commercial pad site in Manassas, VA., This property is zoned as General Business District and affords all rights and privileges within the Prince William County [B-1] Zoning Ordinance. Public water and sewer, electricity, and telephone are available at the street. A few commercial uses include a Craft Brewery, Restaurant, Hotel, and Retail locations. The property was originally approved for a 9,063 square foot Quaker Steak & Lube restaurant and surrounding parking lot to encompass 4 acres, with a remaining 1.4-acre additional pad site. Access is provided from Samuel Trexler Dr., the site is situated on the corner of Samuel Trexler Dr. and Pennsylvania Ave. The site has frontage on Rt. 28, Nokesville Rd with a VDOT average daily traffic count of 38,000 VPD.

PROPERTY HIGHLIGHTS

- Foreclosure - Onsite - Thursday, September 20, 2018 @ 10:00 AM
- 5.4 Total AC in Manassas, VA
- Zoned B-1
- Frontage Along Nokesville Rd. [Rt. 28]
- VDOT Average Daily Traffic Count of 38,000 VPD
- Prime Location for Hotel, Brewery, or Restaurant

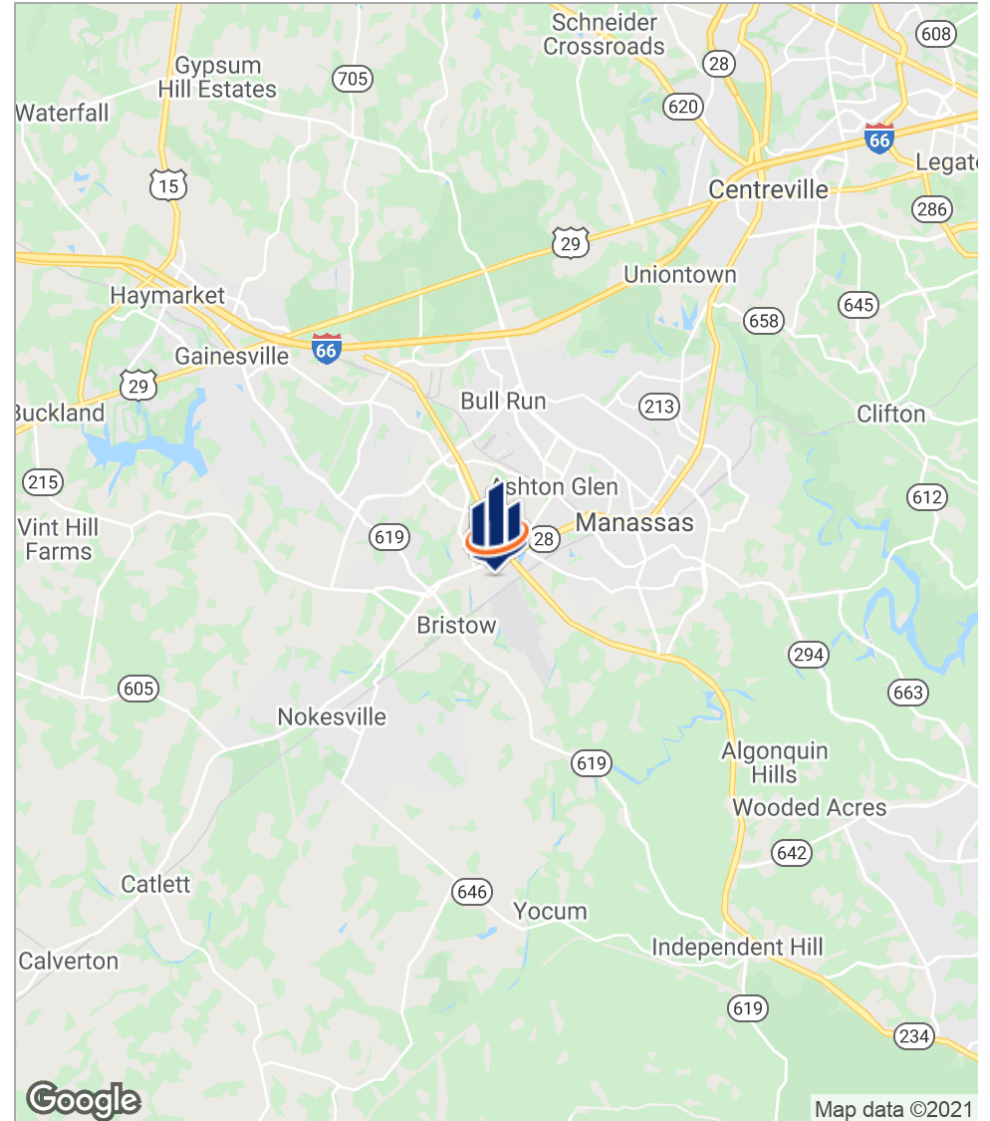
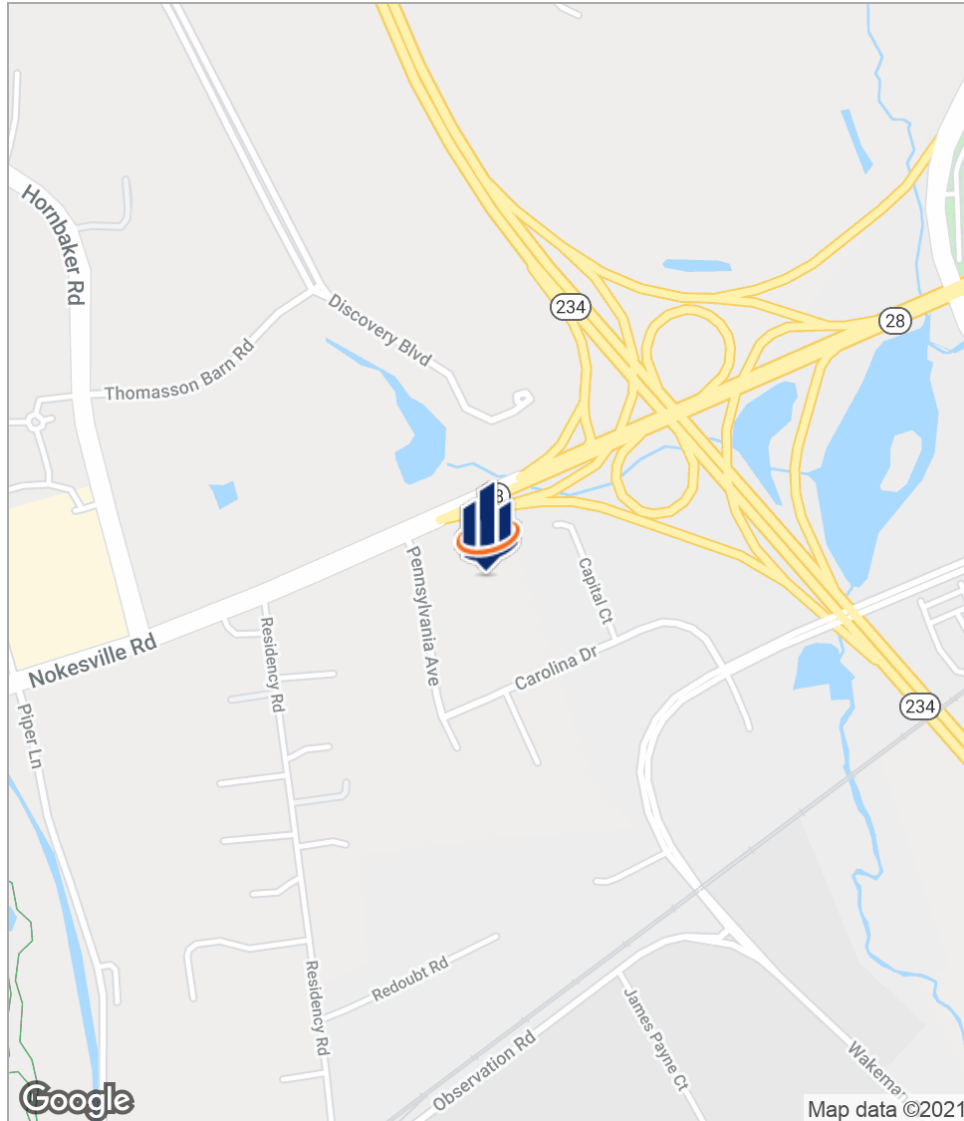
Additional Photos



Aerial Map



Location Maps



5.4 ± AC COMMERCIAL PARCEL IN MANASSAS, VA | 10940 SAMUEL TREXLER DR. MANASSAS, VA 20110

SVN | Motleys | Page 5

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

Parcel Map



OWNER'S CONSENT:

THE BOUNDARY LINE ADJUSTMENT OF THE PROPERTY ACQUIRED BY TOWER GROUP LLC AND DESIGNATED AS PARCEL "A-3", PHASE 2 - AIRPORT COMMERCE CENTER, BY DEED RECORDED IN DEED BOOK 2264 AT PAGE 1403 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA, AND IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

GIVEN UNDER MY HAND THIS 4th DAY OF December, 2015.

Ronald C. Devine
MANAGER
TOWER GROUP, LLC.

NOTARY CERTIFICATION:

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF Fairfax, TO WIT:

I, Richard W. Terry, A NOTARY PUBLIC IN AND FOR THE JURISDICTION AFORESAID, DO HEREBY CERTIFY THAT Ronald C. Devine, WHO IS KNOWN TO ME AND WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT PERSONALLY APPEARED BEFORE ME, AND HAS ACKNOWLEDGED THE SAME BEFORE ME IN THE JURISDICTION AFORESAID THIS 4th DAY OF December, 2015.

Richard W. Terry
NOTARY PUBLIC

MY COMMISSION EXPIRES THE 31st DAY OF December, 2017.

RICHARD WOODHULL TERRY
Notary Public
Commonwealth of Virginia
Reg. # 161119
My Commission Expires December 31, 2017

OWNER'S CONSENT:

THE BOUNDARY LINE ADJUSTMENT OF THE PROPERTY ACQUIRED BY MANASSAS AIR PARK 9929, LLC DESIGNATED AS PARCEL "A-1", PHASE 2 - AIRPORT COMMERCE CENTER, BY A DEED RECORDED AT INSTRUMENT NUMBER 201202030010784 AMONG THE LAND RECORDS OF PRINCE WILLIAM COUNTY, VIRGINIA, AND IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES, IF ANY.

GIVEN UNDER MY HAND THIS 4th DAY OF December, 2015.

Brenda S. Devine
MANAGER
MANASSAS AIR PARK 9929, LLC

NOTARY CERTIFICATION:

COMMONWEALTH OF VIRGINIA, CITY/COUNTY OF Fairfax, TO WIT:

I, Richard W. Terry, A NOTARY PUBLIC IN AND FOR THE JURISDICTION AFORESAID, DO HEREBY CERTIFY THAT Brenda S. Devine, WHO IS KNOWN TO ME AND WHOSE NAME IS SIGNED TO THE FOREGOING INSTRUMENT PERSONALLY APPEARED BEFORE ME, AND HAS ACKNOWLEDGED THE SAME BEFORE ME IN THE JURISDICTION AFORESAID THIS 4th DAY OF December, 2015.

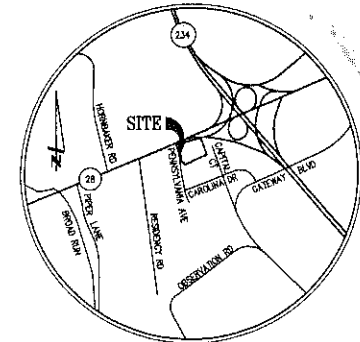
Richard W. Terry
NOTARY PUBLIC

MY COMMISSION EXPIRES THE 31st DAY OF December, 2017.

RICHARD WOODHULL TERRY
Notary Public
Commonwealth of Virginia
Reg. # 161119
My Commission Expires December 31, 2017

NOTES:

- 1) NO TITLE REPORT FURNISHED. ALL UNDERLYING EASEMENTS MAY NOT BE SHOWN.
- 2) THE PROPERTIES SHOWN HEREON ARE LOCATED IN PRINCE WILLIAM COUNTY AS GPINS 7695-13-4084 (PARCEL "A-1") AND 7695-13-6489 (PARCEL "A-3") BOTH OF WHICH ARE CURRENTLY ZONED B-1.
- 3) THE PLAT OF THE PROPERTY SHOWN HEREON IS REFERENCED TO THE VIRGINIA VIRGINIA COORDINATE SYSTEM (VCS 1983) BASED ON A CURRENT GEOGRAPHIC POSITIONING SYSTEM SURVEY PERFORMED BY THIS FIRM IN OCTOBER 2015.
- 4) ALL EASEMENTS SHOWN HEREON ARE APPROXIMATE IN LOCATION UNLESS OTHERWISE NOTED.



/// DENOTES LIMITS OF CROSS
PARKING AGREEMENT AREA

•• DENOTES PROPERTY LINE
SUBJECT TO FENCE RESTRICTION

DENOTES PROPERTY LINE
SUBJECT TO BERM RESTRICTION

NOKESVILLE ROAD - RTE 28
RIGHT-OF-WAY VARIES

CONSTRUCTION, SLOPE
MAINTENANCE, UTILITY &
STORM DRAIN ESM'T.
D.B. 1470, PG. 1989
D.B. 1703, PG. 767

SIGHT DISTANCE ESM'T.
D.B. 2330, PG. 807

CONSTRUCTION, SLOPE
MAINTENANCE, UTILITY &
STORM DRAIN ESM'T.
D.B. 1470, PG. 1989
D.B. 1703, PG. 767

EX. BUILDING
*** 1 STORY BLOCK
21.0' X 8.5'
#9501
PENNSYLVANIA AVE.

HIGHWAY CORRIDOR OVERLAY DISTRICT BUFFER
INSTR. No. 201004190032412

GTE-VIRGINIA & CITY OF MANASSAS ESM'T.
D.B. 2229, PG. 768

N17°34'26"E 156.87'

CITY OF MANASSAS UTIL. ESM'T.
D.B. 2229, PG. 768

STORM DRAIN ESM'T.
INSTR. No. 201004190032412

EX. PARCEL "A-3"
CPIN: 7895-13-6499
#1040 SAMUEL TREXLER DR.
180,498 S.F. OR 4.14367 AC.

PARCEL "A-3A"
#1040 SAMUEL TREXLER DR.
235,220 OR 5.39991 AC.

EX. PARCEL "A-1"
CPIN: 7895-13-4084
#9901 PENNSYLVANIA AVE.
117,546 S.F. OR 2.69846 AC.

ASPHALT PARKING
WATERLINE ESM'T.
D.B. 1470, PG. 1989
D.B. 1703, PG. 767

STORM DRAIN ESM'T.
D.B. 2330, PG. 807

WATERLINE ESM'T.
D.B. 1470, PG. 1989
D.B. 1703, PG. 767

CONSTRUCTION, SLOPE
MAINTENANCE, UTILITY &
STORM DRAIN ESM'T.
D.B. 1470, PG. 1989
D.B. 1703, PG. 767

EX. BUILDING
*** 1 STORY BLOCK
21.0' X 8.5'
#9501
PENNSYLVANIA AVE.

CONSTRUCTION, SLOPE
MAINTENANCE, UTILITY &
STORM DRAIN ESM'T.
D.B. 1470, PG. 1989
D.B. 1703, PG. 767

EX. BUILDING
*** 1 STORY BLOCK
21.0' X 8.5'
#9501
PENNSYLVANIA AVE.

CONSTRUCTION, SLOPE
MAINTENANCE, UTILITY &
STORM DRAIN ESM'T.
D.B. 1470, PG. 1989
D.B. 1703, PG. 767

EX. BUILDING
*** 1 STORY BLOCK
21.0' X 8.5'
#9501
PENNSYLVANIA AVE.

CONSTRUCTION, SLOPE
MAINTENANCE, UTILITY &
STORM DRAIN ESM'T.
D.B. 1470, PG. 1989
D.B. 1703, PG. 767

EX. BUILDING
*** 1 STORY BLOCK
21.0' X 8.5'
#9501
PENNSYLVANIA AVE.

SAMUEL TREXLER DR.
(PRIVATE STREET)
60' SHARED ACCESS ESM'T.
D.B. 2711 PG. 57

PARCEL "A-2"
PHASE 2
AIRPORT COMMERCE CENTER
INSTRUMENT No. 200203080029743
CPIN 7695-13-4442

50 0 50 100
25
GRAPHIC SCALE IN FEET

N: 6,954,177.28
E: 11,761,758.20

N/F
CONTEL SWITCHING STATION
D.B. 1544, PG. 1278
PWCSA ESM'T.
D.B. 2229, PG. 768

CURVE TABLE

CURVE	RADIUS	ARC	CHORD	BEARING	DELTA	TANGENT
C1	35.00'	64.76'	55.91'	S81°10'30"E	108°00'49"	46.46'
C2	491.87'	137.51'	137.06'	N16°10'22"W	16°01'05"	69.21'
C2A	491.87'	19.65'	19.85'	N09°19'12"W	2°18'44"	9.93'
C2B	491.87'	117.66'	117.38'	N17°18'44"W	13°42'20"	59.11'
C3	35.00'	8.61'	8.59'	S17°07'59"E	14°05'41"	4.33'
C4	1697.00'	163.04'	162.97'	S68°34'09"W	5°30'17"	81.58'
C5	1700.27'	195.15'	195.04'	S74°36'46"W	6°34'34"	97.68'

LINE TABLE

LINE	BEARING	DISTANCE
L1	N73°37'13"E	28.19'
L2	N16°22'47"W	28.62'
L3	N73°37'13"E	53.42'

N/F
TAL, L.L.C.
INSTRUMENT No. 200309170171547

BUFFER
INSTR. No. 201004190032412

BUFFER
D.B. 2330, PG. 807

WATERLINE ESM'T.
INSTR. No. 201004190032412

N: 6,953,749.23
E: 11,761,908.31

N/F
M.J.H. INVESTMENT GROUP, LLC
INSTRUMENT No. 200705110057530

APPROVED

JAN 4 2015

DEPARTMENT OF
DEVELOPMENT SERVICES

[Signature]

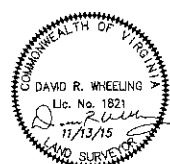
PLAT SHOWING
BOUNDARY LINE ADJUSTMENT
PARCEL "A-1" AND PARCEL "A-3"
PHASE 2
AIRPORT COMMERCE CENTER

DEED BOOK 2717, PAGE 97
INSTRUMENT No. 201108180068518

BRENTSVILLE MAGISTERIAL DISTRICT
PRINCE WILLIAM COUNTY, VIRGINIA
SCALE: 1"=50' DATE: SEPTEMBER 14, 2015

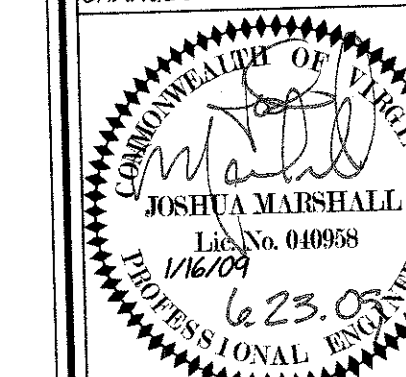
[PWC PLAN No. PLT2016-00014-SG4]

TARGET SURVEYS, INC.
8807 SUDLEY ROAD, SUITE 201
MANASSAS, VIRGINIA 20110
TEL: (703) 368-8828 FAX: (703) 365-7998



[illegible]

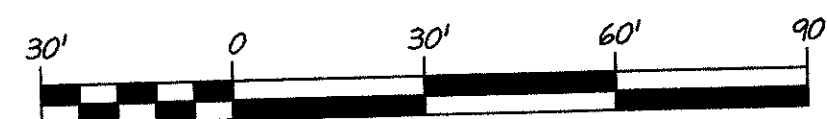
I HEREBY CERTIFY THAT
OTHER THAN THE REVISION
SHOWN HEREON, NO OTHER
CHANGES HAVE BEEN MADE



SCALE:
1" = 30'

SHEET 3
OF 24

DATE: JAN. 13, 2009	
DRAFT: JWM	CHE MI
FILE NUMBER 07255-1-0-36B 09-00126R00	



201601110001921
Prince William County, VA Pgs: 16
1/11/2016 3:00:00 PM
Michele B. McQuigg, Clerk

Parcel A-1 Tax Map No.: 7695-13-4084
Parcel A-3 Tax Map No.: 7695-13-6489

Prepared by and return to: John F. Pitrelli, Esq. (VA Bar I.D. 14767) and Cynthia C. Beattie (#48080)
Eskovitz, Lazarus & Pitrelli, PLLC
13135 Lee Jackson Memorial Highway, Suite 108
Fairfax, Virginia 22033

**DEED OF BOUNDARY LINE ADJUSTMENT, EASEMENTS
AND CROSS PARKING AGREEMENT**

THIS DEED OF BOUNDARY LINE ADJUSTMENT, EASEMENTS AND CROSS PARKING AGREEMENT (the "Deed") is made this 15th day of December, 2015, by and between TOWER GROUP, LLC, a Virginia limited liability company, ("Owner 1"), Grantor and Grantee; MANASSAS AIR PARK 9929, LLC, a Virginia limited liability company, ("Owner 2"); Grantor and Grantee; TOMS KING (VIRGINIA) LLC, a Delaware limited liability company, ("Lessee"), Grantor and Grantee; KEY FORECLOSURE SERVICES, LLC, a Virginia limited liability company, Trustee, ("Trustee 1 and Trustee 3"), Grantor and Grantee; BRC LOANS, LLC, a Virginia limited liability company, ("Beneficiary 1"), Grantor and Grantee; JOHN A. NERE, JR., Trustee and UNION SERVICE CORPORATION, Trustee, either of whom may act alone, ("Trustee 2"), Grantor and Grantee; UNION BANK & TRUST, successor in interest to UNION FIRST MARKET BANK, ("Beneficiary 2"), Grantor and Grantee; BANK OF AMERICA N.A., ("Beneficiary 3"), Grantor and Grantee; and the BOARD OF SUPERVISORS OF PRINCE WILLIAM COUNTY, VIRGINIA, a body corporate and politic, ("County"), Grantor and Grantee;

WITNESSETH:

WHEREAS, Owner 1 is the owner of certain real property known as Parcel A-3, Phase 2, Airport Commerce Center (hereinafter referred to as "Parcel A-3") containing approximately 4.14367 acres (GPIN. Number 7695-13-6489) by virtue of a deed recorded in Deed Book 2264, at Page 1403 among the land records of Prince William County, Virginia (the "Land Records") and as shown on that certain plat dated September 15, 2015, revised on November 13, 2015 entitled "PLAT SHOWING BOUNDARY LINE ADJUSTMENT PARCEL "A-1" AND PARCEL "A-3", PHASE 2, AIRPORT COMMERCE CENTER," and prepared by Target Surveys, Inc., which plat is attached hereto and incorporated herein ("Plat");

WHEREAS, Owner 2 is the owner of certain real property known as Parcel A-1, Phase 2, Airport Commerce Center ("Parcel A-1") containing approximately 2.69848 acres (GPIN Number 7695-13-4084) by virtue of a deed recorded as Instrument No. 201202030010784, among the Land Record and as shown on the Plat;

WHEREAS, Lessee is the tenant under that certain ground lease encumbering Parcel A-1 and further described in the Memorandum of Lease ("Lease") dated May 20, 2015 and recorded on May 26, 2015 as Instrument Number 201505260040777 among the Land Records;

WHEREAS, by Deed of Trust recorded as Instrument No. 201208020073984 among the Land Records, Parcel A-3 was conveyed in trust to Trustee 1, to secure a certain indebtedness to Beneficiary 1 ("Deed of Trust 1");

WHEREAS, by Deed of Trust recorded as Instrument No. 201511240097357 among the Land Records, Parcel A-3 was conveyed in trust to Trustee 2, to secure a certain indebtedness to Beneficiary 2 ("Deed of Trust 2");

WHEREAS, by Deed of Trust and Security Agreement recorded among the Land Records as Instrument No. 201208020073961, Parcel A-1 was conveyed in trust to Trustee 2, to secure a certain indebtedness to Beneficiary 2 ("Deed of Trust 3");

WHEREAS, by Leasehold Deed of Trust, Assignment of Leases and Rents and Fixture Filings recorded among the Land Records as Instrument No. 201505260040791, a leasehold interest in Parcel A-1 was conveyed from Lessee in trust to Trustee 3, to secure a certain indebtedness to Beneficiary 3 ("Deed of Trust 4");

WHEREAS, by Deed of Trust recorded as Instrument No. 201511240097357 among the Land Records, Parcel A-1 was conveyed in trust to Trustee 2, to secure a certain indebtedness to Beneficiary 2 ("Deed of Trust 5");

WHEREAS, it is the desire and intent of Owner 1 and Owner 2 (sometimes collectively hereinafter referred to as the "Owners"), with the consent and approval of Lessee, Trustee 1, Trustee 2, and Trustee 3 (Trustee 1, Trustee 2 and Trustee 3 sometimes collectively hereinafter referred to as the "Trustees") and Beneficiary 1, Beneficiary 2, and Beneficiary 3 (sometimes collectively hereinafter referred to as the "Beneficiaries"), to adjust the common boundary lines between Parcel A-1 and Parcel A-3 to create new Parcel A-1A and new Parcel A-3A as shown on the Plat and as hereinafter provided;

WHEREAS, it is the desire and intent of Owners, with the consent and approval of Lessee, Trustees and Beneficiaries, that Owner 2 convey that portion of Parcel A-1 that is to become a part of new Parcel A-3A to Owner 1 as shown on the Plat and as hereinafter provided;

WHEREAS, it is the desire and intent of Owners and Lessee, with the consent and approval of Trustees and Beneficiaries, that Lessee release its interest under the Lease as to that portion of Parcel A-1 that is to become a part of new Parcel A-3A as shown on the Plat and as hereinafter provided;

WHEREAS, it is the desire of Owners, with the consent of the Lessee, Trustees and Beneficiaries to grant, convey, create and establish an ingress egress easement for access to and from new Parcel A-1A over and across new Parcel A-3A, to create and establish a buffer area between new Parcel A-1A and Parcel A-3A (sometimes hereinafter collectively referred to as the "New Parcels"), to create and establish a fence restriction area, and to create a cross parking agreement between the New Parcels, all as hereinafter provided;

WHEREAS, it is the desire of Owner 2 and Lessee to amend the Lease to release the portion of Parcel A-1 to become a part of Parcel A-3A;

WHEREAS, it is the desire of Owner 1, Trustee 1, Trustee 2, Beneficiary 1 and Beneficiary 2 that the portion of Parcel A-1 to become a part of new Parcel A-3A be subjected to the liens of Deed of Trust 1 and Deed of Trust 2;

WHEREAS, it is the desire of Owner 2, Trustee 2 and Beneficiary 2 that the portion of Parcel A-1 that is become a part of new Parcel A-3A be released from liens of Deed of Trust 3 and Deed of Trust 4; and

WHEREAS, it is the desire of Lessee, Trustee 3 and Beneficiary 3 that the portion of Parcel A-1 that is become a part of new Parcel A-3A be released from lien of Deed of Trust 5.

BOUNDARY LINE ADJUSTMENT

NOW, THEREFORE, in consideration of the premises and the sum of Ten Dollars (\$10.00), cash in hand paid, receipt of which are hereby acknowledged, Owners, acting with the joinder and consent of Lessee, Trustees and Beneficiaries, do hereby adjust the boundary line between Parcel A-3 and Parcel A-1 in accordance with the Plat so that henceforth, the property shall be known as **PARCEL A-3A and PARCEL A-1A, PHASE 2, AIRPORT COMMERCE CENTER** in accordance with and as shown on the Plat.

CONVEYANCES

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner 2, with the consent and approval of Lessee, Trustees and Beneficiaries, does hereby grant, give and convey with SPECIAL WARRANTY of title that portion of former Parcel A-1 that is now part of new Parcel A-3A to Owner 1.

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessee and Owner 2, with the consent and approval of Trustee 2 and Trustee 3, Beneficiary 2 and Beneficiary 3, do hereby release from the terms and conditions of the Lease that portion old Parcel A-1 that is now a part of new Parcel A-3A.

THESE CONVEYANCES ARE MADE SUBJECT TO all restrictions, rights-of-way, easements and conditions contained in the deeds forming the chain of title to the hereinabove described property.

CROSS PARKING EASEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners, with the consent and approval of Lessee, Trustees, and Beneficiaries do hereby create, establish, grant and convey unto one another cross parking easements over and across the New Parcels in the hatched locations as shown on the Plat and labeled thereon as "LIMITS OF CROSS PARKING AGREEMENT AREA", subject to the following conditions and restrictions:

1. The Owners, for themselves and their successors, assigns, invitees, lessees, guests, employees, contractors, customers, tenants, agents, do hereby grant, convey, establish and convey unto one another cross-parking and ingress and egress easements over and across the New Parcels in the locations as shown on the Plat and currently maintained and used for vehicular parking and for vehicular and pedestrian ingress and egress for access the private roads located on the New Parcels and which provide access to the public rights of way known as Route 28, Nokesville Road and Pennsylvania Avenue.

2. The Owners shall each (i) maintain the cross parking area located on their respective Parcels in good order and repair and in an attractive condition consistent with comparable shopping centers in the geographic area in which the Property is located, and (ii) keep easements areas located on their respective Parcels illuminated during all hours of darkness when the businesses are open. Each Owner shall be responsible for promptly removing all ice, snow and debris from their respective easement areas but shall share pro-rata the costs and maintenance therefore. Utility charges related to the parking area and other common costs shall be shared pro-rata between the Owners.

3. In the event that any owner fails to reasonably maintain or repair the parking easement area on such Owner's Property after ten (10) days' notice from the other Owners, such other Owner may undertake such maintenance or repair, and the Owner of the property on which the maintenance or repair is undertaken shall reimburse the other Owner for the reasonable cost of such maintenance or repair within ten (10) days of request therefor.

4. Any Owner utilizing this Cross Parking Easement (an "Indemnifying Party") on the property of another Owner (an "Owner Party") shall indemnify, defend and hold harmless such Owning Party and its agents, employees, invitees, representatives, tenants, officers, managers and members (the "Indemnified Parties") from and against any and all liability, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees and court costs) that any such Indemnified Parties may incur by reason of exercise of the rights under this Cross Parking Easement, provided that an Indemnifying Party shall not be required to indemnify an Indemnified Party to the extent that such liability, claim, demand, judgment, cost or expense is caused by the grossly negligent, reckless or willful act or omission of such Indemnified Party.

PRIVATE INGRESS EGRESS EASEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner 1, with the consent and approval of Lessee, Trustees and Beneficiaries, does hereby grant and convey unto Owner 2 and Parcel A-1A an ingress egress easement for pedestrian and vehicular access to the private road currently known as Samuel Trexler Drive which provides access to the public right of way known as Route 28, Nokesville Road, over and across new Parcel A-3A in the locations shown on the Plat and labeled thereon as "EMERGENCY INGRESS/EGRESS ESM'T. D.B. 2330, PG. 807", which easement shall be subject to the terms and conditions of the Emergency Ingress/Egress easement originally established by instrument recorded in Deed Book 2330 at Page 807 among the Land Records.

FENCE AGREEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owners, with the consent and approval of Lessee, Trustees, and Beneficiaries, do hereby agree that no barricades, fences or other barriers shall be erected along any of the property lines as set out on the Plat and labeled thereon as "●● PROPERTY LINE SUBJECT TO FENCE RESTRICTION AREA" without the express written consent of both Owners.

BERM AGREEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owners, with the consent and approval of Lessee, Trustees, and Beneficiaries, do hereby agree that Owner 1 shall have the right, in its sole discretion, to install landscaping and berms in the areas along the boundary line between the new Parcels and more particularly labeled on the Plat as "## PROPERTY LINE SUBJECT TO BERM RESTRICTION". All such landscaping and berms shall be constructed and maintained at the sole cost of Owner 1 and shall be constructed and maintained in a reasonably attractive condition consistent with comparable shopping centers in the geographic area in which the Property is located. In the event that Owner 1 at any time accesses or enters Parcel A-1-A for the purpose of constructing, maintaining or repairing the berm, Owner 1 hereby agrees to indemnify, defend and hold harmless Owner 2 and its agents, employees, invitees, representatives, tenants, officers, managers and members (the "Owner 2 Indemnitees") from and against any and all liability, claims, demands, judgments, costs and expenses (including reasonable attorneys' fees and court costs) that any such Owner 2 Indemnitees may incur by reason of exercise of the rights herein granted with respect to the installation and maintenance of berms and landscaping, provided that Owner 1 shall not be required to indemnify an Owner 2 Indemnatee to the extent that any such liability, claim, demand, judgment, cost or expense is caused by the reckless or willful act or omission of such Owner 2 Indemnatee.

ACCESS AGREEMENT

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Owner 2, with the consent and approval of Lessee, Trustees and Beneficiaries, does hereby grant and convey unto Owner 1 an access easement in the location as shown on the Plat and labeled thereon on as "ACCESS ESM'T. (HEREBY GRANTED)" which access easement shall tie into the drive through exit lane located on Parcel A-1A for the fast food restaurant located thereon.

CONSENT/SUBORDINATION

THIS DEED FURTHER WITNESSETH that in consideration of the sum of Ten Dollars (\$10.00), cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Trustees, as authorized to act by their respective Beneficiaries do hereby consent to the boundary line adjustment and the creation of the cross parking easement, fence agreement, berm agreement and ingress egress and access easement as herein above set forth and do hereby subordinate the liens of Deed of Trust 1, Deed of Trust 2, Deed of Trust 3, Deed of Trust 4 and Deed of Trust 5 (sometimes collectively hereinafter referred to as the "Deeds of Trust") to the terms and conditions of the cross parking easement, fence agreement, berm agreement and the ingress egress and access easement herein above set forth.

It is expressly understood that the subordination of the liens of the Deeds of Trust to the cross parking agreement, berm agreement, fence agreement and ingress egress and access easement conveyed herein shall not affect in any way the liens of the Deed of Trusts, upon the other lands conveyed thereby and not subordinated hereby or subject to said easements and agreements, and the Deeds of Trust shall remain in full force and effect as to the land conveyed thereby, subject to the said subordinations.

DEED OF TRUST 1 GRANT AND CONSENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner 1 grants and conveys to Beneficiary 1 that portion of previous Parcel A-1 now a part of new Parcel A-3A, to be held in trust for the benefit of Beneficiary 1 in accordance with the terms and conditions of Deed of Trust 1.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 1, authorized to act by Beneficiary 1 as evidenced by its signature hereto, consents to the subjection to the lien of the Deed of Trust 1 that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

DEED OF TRUST 2 GRANT AND CONSENT

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Owner 1 grants and conveys to Beneficiary 2 that portion of previous Parcel A-1 now a part of new Parcel A-3A, to be held in trust for the benefit of Beneficiary 2 in accordance with the terms and conditions of Deed of Trust 2.

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 2, authorized to act by Beneficiary 2 as evidenced by its signature hereto, consents to the subjection to the lien of the Deed of Trust 2 that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

DEED OF TRUST 3 RELEASE

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 2, authorized to act by Beneficiary 2 as evidenced by its signature hereto, releases from the lien of Deed of Trust 3 that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

TO HAVE AND TO HOLD that portion of previous Parcel A-1 that is now a part of Parcel A-3A unto the owner, fully released and discharged from the lien and operation of Deed of Trust 3.

It is expressly understood that this release shall not affect the lien of Deed of Trust 3 upon the other land conveyed by the lien of the Deed of Trust 3 and not released hereby, and the lien of the Deed of Trust 3 shall remain in full force and effect as to that land conveyed and not released hereby.

DEED OF TRUST 4 RELEASE

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 3, authorized to act by Beneficiary 3 as evidenced by its signature hereto, releases the lien of Deed of Trust 4 as to that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

TO HAVE AND TO HOLD that portion of previous Parcel A-1 that is now a part of Parcel A-3A unto the lessee/owner, fully released and discharged from the lien and operation of Deed of Trust 4.

It is expressly understood that this release shall not affect the lien of Deed of Trust 4 upon interests in the other land conveyed by Deed of Trust 4 and not released hereby, and lien of the Deed of Trust 4 shall remain in full force and effect as to those interests in the land conveyed thereby and not released hereby.

DEED OF TRUST 5 RELEASE

THIS DEED FURTHER WITNESSETH, that for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Trustee 2, authorized to act by Beneficiary 2 as evidenced by its signature hereto, releases the lien of Deed of Trust 5 in that portion of previous Parcel A-1 that is now a part of new Parcel A-3A.

TO HAVE AND TO HOLD that portion of previous Parcel A-1 that is now a part of Parcel A-3A unto the owner, fully released and discharged from the lien and operation of Deed of Trust 5.

It is expressly understood that this release shall not affect the lien of Deed of Trust 5 upon the other land conveyed by the lien of the Deed of Trust 5 and not released hereby, and the lien of the Deed of Trust 5 shall remain in full force and effect as to that land conveyed and not released hereby.

COVENANTS REAL

The easements, covenants, rights and obligations set forth in or arising out under this Deed are not personal to the parties hereto, but shall be binding on and inure to the benefit of the parties hereto, their heirs, legal representatives, successors and assigns and shall run with the land.

FREE CONSENT AND DESIRE

This Deed is made with the free consent and in accordance with the desire of the undersigned owners, lessees, proprietors, and trustees, if any.

MISCELLANEOUS

This Deed shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia. This Deed may be executed in counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument. This Deed is in accordance with the Statutes of Virginia and the ordinances in force in Prince William County governing the platting and subdivision of land, and is approved by the proper authorities as evidenced by their endorsement hereto and the Plat.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES.]

OWNER 1:

TOWER GROUP, LLC, a Virginia limited liability company

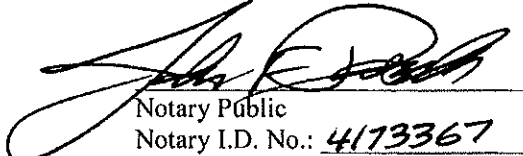
By:  (SEAL)
RONALD C. DEVINE, Manager

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that TOWER GROUP, LLC, a Virginia limited liability company by RONALD C. DEVINE, in his capacity as Manager, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 15th day of December, 2015.


Notary Public
Notary I.D. No.: 4173367

My Commission expires: 1/31/2019



OWNER 2:

MANASSAS AIR PARK 9929, LLC, a Virginia
limited liability company

By: Brenda S. Devine (SEAL)
BRENDA S. DEVINE, Manager

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

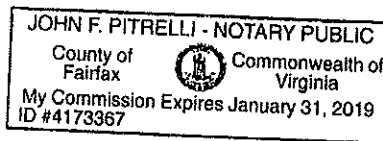
I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that MANASSAS AIR PARK 9929, LLC, a Virginia limited liability company by BRENDA S. DEVINE, in her capacity as Manager, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 15th day of December, 2015.

[Signature]
Notary Public

Notary I.D. No.: 4173367

My Commission expires: 1/31/2019



TRUSTEE 1 AND TRUSTEE 3:

KEY FORECLOSURE SERVICES, LLC, a
Virginia limited liability company, Trustee

By: [Signature] (SEAL)
JOHN F. PITRELLI, Member

STATE OF Virginia
COUNTY OF Fairfax, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that KEY FORECLOSURE SERVICES, LLC, a Virginia limited liability company, Trustee by JOHN F. PITRELLI, in his capacity as Member, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 21st day of December, 2015.

[Signature]
Notary Public

Notary I.D. No.: 2510600

My Commission expires: 3/31/2019



CYNTHIA C. BEATTIE
Notary Public
Commonwealth of Virginia
My Commission Expires March 31, 2019
Registration Number 257066

11

15

BENEFICIARY 1:

BRC LOANS, LLC, a Virginia limited liability company

By: Brenda S. Devine (SEAL)
BRENDA S. DEVINE, Manager

STATE OF VIRGINIA

COUNTY OF FAIRFAX, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that BRC LOANS, LLC, a Virginia limited liability company by BRENDA S. DEVINE, Manager, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 15th day of December, 2015.

[Signature]
Notary Public
Notary I.D. No.: 4173367

My Commission expires: 1/31/2019



TRUSTEE 2:

By: _____ (SEAL)
JOHN A. NERE, JR., Trustee

STATE OF _____
COUNTY OF _____, to-wit:

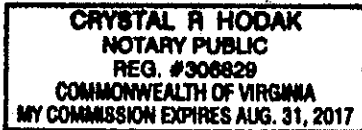
I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that JOHN A. NERE, JR., Trustee, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this _____ day of _____, 2015.

Notary Public
Notary I.D. No.: _____

My Commission expires: _____

OR



UNION SERVICE CORPORATION, Trustee

By: Jon D. Wallace (SEAL)
Name: Jon D. Wallace
Title: Vice President

STATE OF Virginia
COUNTY OF Spotsylvania, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that UNION SERVICE CORPORATION, Trustee by Jon D. Wallace in his/her capacity as Vice President, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

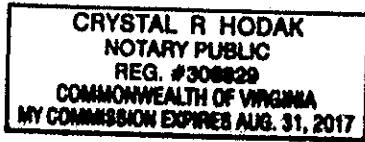
Given under my hand this 16th day of December, 2015.

Crystal R. Hodak
Notary Public
Notary I.D. No.: 306829

My Commission expires: August 31, 2017

BENEFICIARY 2:

UNION BANK & TRUST



By: James D Kourouklis (SEAL)
Name: James D Kourouklis
Title: SVP

STATE OF Virginia

COUNTY OF Spotsylvania, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that UNION BANK & TRUST, by James D. Kourouklis in his/her capacity as Senior Vice President, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 10th day of December, 2015.

Cystal R Hodak
Notary Public
Notary I.D. No.: 306829

My Commission expires: August 31, 2017

BENEFICIARY 3:

BANK OF AMERICA N.A. as Administrative Agent

By: Christopher J. Addison (SEAL)
Name: CHRISTOPHER J. ADDISON
Title: SVP

STATE OF Georgia

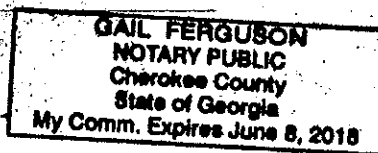
COUNTY OF Fulton, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that BANK OF AMERICA N.A., by Christopher J. Addison in his/her capacity as Senior Vice President, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

Given under my hand this 23rd day of December, 2015.

Gail Ferguson
Notary Public
Notary I.D. No.: _____

My Commission expires: _____



LESSEE:

TOMS KING (VIRGINIA) LLC, a Delaware
limited liability company

By: [Signature] (SEAL)
Name: Wm. Matthew Carpenter
Title: MANAGING MEMBER

STATE OF IL

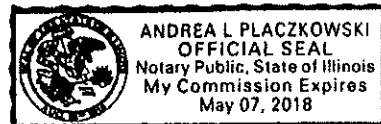
COUNTY OF McHenry, to-wit:

I, the undersigned, a Notary Public in and for the County and in the State aforesaid, do hereby certify that TOMS KING (VIRGINIA) LLC, a Delaware limited liability company, by Wm. Matthew Carpenter in his/her capacity as Managing Member, whose name is signed to the foregoing and hereunto annexed document, has this date acknowledged the same before me in my State and County aforesaid.

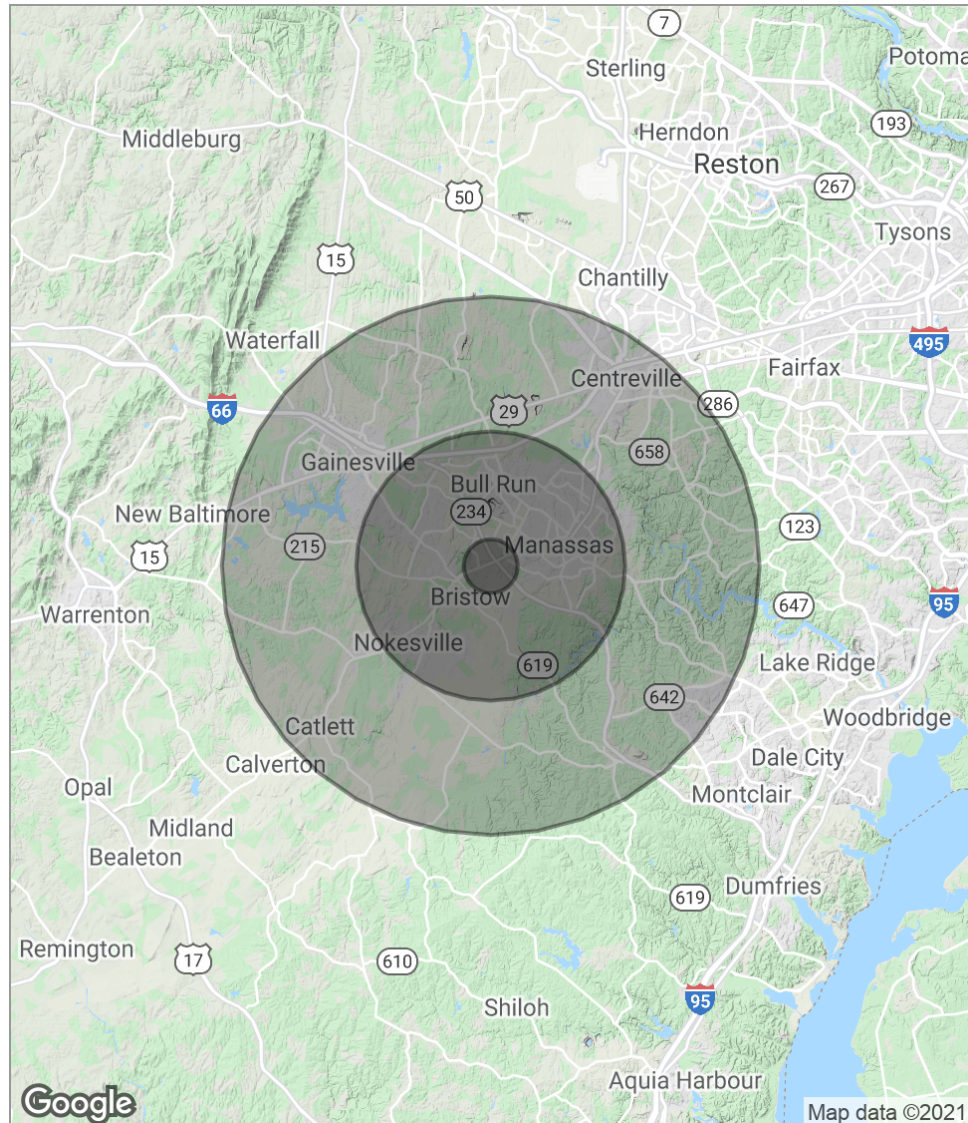
Given under my hand this 18th day of December, 2015.

[Signature]
Notary Public
Notary I.D. No.: 272058

My Commission expires: 05-07-2018



Demographics Map



POPULATION	1 MILE	5 MILES	10 MILES
Total population	2,638	128,282	327,663
Median age	34.9	32.4	34.5
Median age [Male]	35.3	31.9	34.2
Median age [Female]	34.8	33.1	34.9
HOUSEHOLDS & INCOME	1 MILE	5 MILES	10 MILES
Total households	787	42,625	107,585
# of persons per HH	3.4	3.0	3.0
Average HH income	\$115,397	\$91,520	\$112,776
Average house value	\$429,631	\$426,668	\$487,236

* Demographic data derived from 2010 US Census

Demographics Report

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** Demographic data derived from 2010 US Census*

10940 SAMUEL TREXLER DR

APN# 7695-13-5882

[General Info](#)[Notes](#)[Map](#)

Property Information

Account Number	255364	Property Address:
Owner Name	BRC REAL ESTATE HOLDINGS LLC	10940 SAMUEL TREXLER DR
Owner Address	6403 BURKE WOODS CT	MANASSAS VA 20110
	BURKE VA 22015	

Description
AIRPORT COMMERCE CENTER PH 2 PCL A-3A

Assessment Info		2018 Assessment	
Neighborhood	04316 Restaurants	Land - Market Value	\$1,641,600
Fire House	02 - Wellington	Land - Use Value	\$0
Special District	BP - 234 BYPASS TID	Impr - Market Value	\$18,000
Zoning	General Business	Total - Market Value	\$1,659,600
Acres	5.3999		

<< Previous Card		Card 1 of 1	Next Card >>
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- Building Section 001 - Occupancy 001					
Year Built	2008	Year Remodel	0	Occupancy	529 Snack Bar
Section Area	168	Story Height	10	Number of Stories	1

- Card - 1

Improvements

IMPR Type	Description	Area
Addition	PAT Patio	1500
Addition	XPV Asphalt Paving	36000
Addition	XSL Concrete Slab-4" Reinforced	500

Assessment History

Reason	Year	Land	Use	IMPR	Total
General Reassessment	2018	\$1,641,600	\$0	\$18,000	\$1,659,600
General Reassessment	2017	\$1,465,900	\$0	\$12,700	\$1,478,600
General Reassessment	2016	\$1,059,200	\$0	\$0	\$1,059,200
General Reassessment	2015	\$1,059,200	\$0	\$0	\$1,059,200
General Reassessment	2014	\$1,059,200	\$0	\$0	\$1,059,200
General Reassessment	2013	\$1,178,400	\$0	\$0	\$1,178,400
General Reassessment	2012	\$1,178,400	\$0	\$0	\$1,178,400

Transfer History

Date	Sale Amount	Owner	Transfer Type	Conveyance Number
2016/06/06	\$0	BRC REAL ESTATE HOLDINGS LLC	XG	201606060042144

Sec. 32-401.10. - B-1, General Business District; purpose and intent.

The B-1 District is intended to implement the regional commercial center and general commercial land use classifications of the Comprehensive Plan. It is generally intended to provide areas for community-scale retail, office, and institutional uses in appropriate areas. The purpose of this district is to also promote retail employment opportunities and to enhance the tax base of Prince William County. The B-1 District is not designed to implement the non-retail employment based land uses reflected in the Comprehensive Plan; non-retail uses, however, are permitted within the district to complement and support the retail purposes.

(Ord. No. 04-78, 12-21-04; Ord. No. 09-30, 5-19-09; Ord. No. 12-22, Attch., 3-13-12)

Sec. 32-401.11. - Uses permitted by right.

The following uses shall be permitted by right in the B-1 District:

1. Adult day-care facility.
2. Alarm systems operations, office.
3. Ambulance service (commercial).
4. Assisted living facility.
5. Barber shop or beautician studio, tanning and toning salon (one set of toning equipment only).
6. Business school.
7. Cafeteria/lunchroom/snack bar/automat.
8. Catering—Commercial (off premises).
9. Catering—Commercial (on or off premises).
10. Child-care facility.
11. Civic club.
12. College, university or seminary.
13. Commercial artist or photographer's studio.
14. Commercial bus station.
15. Computer and network services.
16. Craft brewery (not to exceed production of 10,000 barrels per year. May or may not be associated with a restaurant).
17. Cultural arts center.
18. Dry cleaning/garment processing facility, retail, less than 3,000 square feet.
19. Dry cleaning pick-up facility.
20. Event center/meeting hall.
21. Financial institution.

22. Garden center.
23. Greenhouse or nursery.
24. Hospital.
25. Hotel or motel.
26. Household equipment and appliance service.
27. Institute for special education and training.
28. Interior design and decorating shop.
29. Laundromat.
30. Lawn mower service.
31. Locksmith.
32. Medical or dental laboratory.
33. Medical or dental office and clinic.
34. Mortuary, funeral home (except in shopping centers or shopping malls).
35. Motor vehicle parts, retail.
36. Nursing or convalescent care facility.
37. Office.
38. Office equipment sales, lease and service.
39. Optical and eye care facility.
40. Package, telecommunications and courier service.
41. Pet store, in accordance with the provisions of section 32-400.24.
42. Photographic processing laboratory.
43. Place of religious worship or assembly.
44. Private school (no boarding).
45. Quick service food store.
46. Radio or TV broadcasting station.
47. Recording studio.
48. Recreation facility, commercial (indoor).
49. Recycling collection points, subject to the standards in section 32-250.84.
50. Religious institution.
51. Restaurant.
52. Restaurant, carry-out.
53. Retail store, less than 80,000 square feet.
54. School of special instruction.
55. Shoe repair.
56. Shopping center A, B, C or D (See Part 100).

57. Tailor, seamstress shop.
58. Theater (drive-in).
59. Theater (indoor).
60. Tool and equipment rental (minor).
61. Trade, conference or convention center.
62. Trade, technical and vocational school.
63. Travel agency.
64. Veterinary hospital.
65. Wedding Chapel (except in shopping centers or shopping malls).

(Ord. No. 94-1, 1-11-94; Ord. No. 97-74, 7-22-97; Ord. No. 98-30, 4-21-98; Ord. No. 99-50, 7-6-99; Ord. No. 03-52, 7-1-03; Ord. No. 04-78, 12-21-04; Ord. No. 06-77, 9-5-06; Ord. No. 09-30, 5-19-09; Ord. No. 11-40, Attch. A, 9-13-11; Ord. No. 14-60, Attch., 11-18-14; Ord. No. 14-65, Attch., 12-16-14; Ord. No. 16-21, Attch., 5-17-16)

Sec. 32-401.12. - Secondary uses.

The following uses shall be permitted by right in the B-1 District only in conjunction with and secondary to a permitted principal use, either existing or proposed for concurrent construction in accordance with the provisions of section 32-400.14:

1. Fraternity, sorority, secondary to college, university or seminary (on campus only).
2. Helistop.
3. Watchman's dwelling.
4. Live entertainment in accordance with the provisions of section 32-400.15.

(Ord. No. 04-78, 12-21-04; Ord. No. 09-30, 5-19-09)

Sec. 32-401.13. - Special uses.

The following uses shall be permitted in the B-1 District with a Special Use Permit:

1. Ambulance service, maintenance facility.
2. Boarding/kenneling of pets accessory to a pet store.
3. Boat sales (excluding non-motorized), rental or lease, storage, service, or repair.
4. Car wash (manned or self-service).
5. Commercial kennel.
6. Commercial parking.
7. Company vehicle service facility.
8. Continuing care retirement community.

9. Crematory, secondary to a hospital, mortuary, or funeral home.
10. Data Center.
11. Donated materials collection center.
12. Farmer's market.
13. Flea market.
14. Heliport.
15. Marina.
16. Medical care facility, specialized.
17. Mobile home or office sales, lease or service.
18. Motorcycle sales, rental or lease, service or repair.
19. Motor vehicle fuel station, retail.
20. Motor vehicle impoundment yard.
21. Motor vehicle parts, with service.
22. Motor vehicle repair, machine shop.
23. Motor vehicle sales, rental or lease (limited).
24. Motor vehicle sales, rental or lease (recreational).
25. Motor vehicle service.
26. Motor vehicle towing.
27. Pet care facility, in accordance with the provisions of section 32-400.24.
28. Racetrack (equestrian).
29. Racetrack (motorized vehicles).
30. Railroad passenger station.
31. Range, shooting (indoor).
32. Recreation facility, commercial (outdoor); paintball facilities prohibited.
33. Restaurant, drive-in/drive-up, or drive-through, except as provided in Sec. 32.400.07.
34. Recreational vehicle park/camp ground.
35. Retail use exceeding 80,000 square feet of gross floor area.
36. Self-storage center; in accordance with the provisions of section 32-400.16.
37. Stadium or arena, indoor or outdoor.
38. Taxi or limousine dispatching or service facility.
39. Truck stop with related facilities.
40. Water transportation facility.

(Ord. No. 94-1, 1-11-94; Ord. No. 97-74, 7-22-97; Ord. No. 98-30, 4-21-98; Ord. No. 99-50, 7-6-99; Ord. No. 00-78, 10-17-00; Ord. No. 04-78, 12-21-04; Ord. No. 06-77, 9-5-06; Ord. No. 09-30, 5-19-09; Ord. No. 12-22, Attch., 3-13-12; Ord. No. 14-65, Attch., 12-16-14; Ord. No. 16-21, Attch., 5-17-16; Ord. No. 17-84, Attch., 10-17-17)

Sec. 32-401.14. - Development standards.

The following standards shall apply in the B-1 District:

1. There shall be no minimum lot size.
2. There shall be no minimum lot width or depth.
3. The maximum lot coverage shall be 85 percent, with 15 percent required minimum open space.
4. The maximum floor area ratio (FAR) shall be 0.40, except as permitted pursuant to section 32-400.04.
5. The maximum height for all structures shall be 45 feet, except as permitted pursuant to section 32-400.03.

(Ord. No. 04-78, 12-21-04)

Editor's note— Former § 32-401.14 derived from Ord. No. 91-127, adopted Oct. 22, 1991, amended pursuant to Ord. No. 92-46 enacted Apr. 21, 1992, Ord. No. 92-68 enacted June 23, 1992, Ord. No. 94-76 enacted Nov. 1, 1994, Ord. No. 98-30 enacted Apr. 21, 1998, Ord. No. 98-62 enacted July 7, 1998, Ord. No. 99-50 enacted July 6, 1999 and Ord. No. 00-78, enacted Oct. 17, 2000, and pertained to provisional uses in the B-1 District. Since the provisional use sections were repealed pursuant to Ord. No. 04-78, adopted Dec. 21, 2004, the uses have been relocated to by-right or special use sections. Former §§ 32-401.15 and 32-401.16 have been renumbered accordingly.

Sec. 32-401.15. - Setbacks.

1. All buildings and structures shall be set back at least 20 feet from any street right-of-way, except when specifically otherwise provided for. In the event the provisions of subsection 32-400.03(5) operate to impose a greater setback than this section, they shall prevail.
2. Except where other provisions of this chapter operate to impose a greater setback, a minimum setback of 25 feet from the common property line for all structures and uses shall be required when the side or rear of a lot within a B-1 District abuts an agricultural or residential district.

(Ord. No. 94-67, 10-4-94; Ord. No. 04-78, 12-21-04)

Editor's note— Former § 32-401.16 renumbered as set out herein pursuant to Ord. No. 04-78, adopted Dec. 21, 2004.

FORECLOSURE AUCTION TERMS & CONDITIONS

The personal property and non-real estate rights and interests to be offered for sale by the Substitute Trustees consist of all forms of personal property located upon or related to the real property and owned by the owner of the real property, as more particularly described in the Deed of Trust, and all other rights and interests as defined and described in the Deed of Trust. No representations or warranties are made as to the existence or condition of any such items, it being the sole responsibility of the purchaser to make such determination. The Substitute Trustees reserve the right to exclude certain personal property from inclusion in the foreclosure sale of the Property. Such excluded items will be announced at the time of the sale.

A deposit of \$75,000.00 shall be required to qualify as a bidder prior to the sale, except from the Noteholder or its subsidiary or affiliate. The deposit must be in the form of a certified or cashier's check.

This sale includes a buyer's premium of four percent (4%), which buyer's premium will be calculated on the highest bid and added to the highest bid to become the final sale price for the Property paid by the Purchaser.

The Property shall be sold "AS IS" and "WITH ALL FAULTS." Neither the Substitute Trustees nor the Noteholder make any representations or warranties with respect to the Property including, without limitation, representations or warranties as to the structural integrity, physical condition, construction, workmanship, materials, habitability, fitness for a particular purpose or merchantability of the Property, nor do the Substitute Trustees make any representations or warranties as to the legality of any subdivision or whether lots are buildable.

Conveyance of the Property shall be with special warranty and shall be subject to all existing housing, building, zoning and other code violations, if any, subject to all critical area and wetland violations, if any, subject to all environmental problems and violations which may exist on or with respect to the Property, if any, and shall be subject to all recorded and unrecorded liens, encumbrances, security interests, easements, rights-of-way, covenants, agreements, conditions, restrictions, leases, occupancy agreements and mechanics and materialmen's liens, to the extent any of the foregoing may lawfully apply to the Property being sold, or any part thereof, and take priority over the liens and security interests of the Deed of Trust.

Settlement shall be by certified or cashier's check or wire transfer of immediately available federal funds, and shall occur within thirty (30) days from date of sale, TIME BEING OF THE ESSENCE. Settlement shall occur in the offices of the Substitute Trustees or such other place as mutually agreed upon. The Substitute Trustees reserve the right to extend the date of settlement as may be necessary to complete arrangements for settlement.

The purchaser shall pay all closing costs, including the preparation of the Trustees Deed and all taxes and recording costs assessed thereon (including, but not limited to, the grantor's tax and congestion relief fee), settlement fees, title examination charges and title insurance premiums.

Real estate taxes prorated to the date of the foreclosure will be paid by the Substitute Trustees. Purchaser shall be responsible for all real estate taxes due on the Property from and after the date of the sale. The Substitute Trustees will not deliver possession of all or any part of the Property being sold.

The deposit, without interest, shall be applied to the credit of the successful bidder at settlement. If the successful bidder fails to complete settlement the deposit shall be forfeited and applied to the costs of the sale and the indebtedness secured by the Deed of Trust, and the Substitute Trustees may resell the subject Property at the risk and cost of the defaulting purchaser. After any such default and forfeiture, the Property may, at the discretion of the Substitute Trustees, be conveyed to the next highest bidder on the Property whose bid was acceptable to the Substitute Trustees.

The Substitute Trustees reserve the right to reject any and all bids, waive deposit requirements, extend time for settlement, and announce additional terms of sale. Terms of sale announced at the public auction will supersede all advertised terms of sale.

The risk of loss or damage to the Property by condemnation, fire or other casualty shall be borne by the successful bidder from and after the strikdown of the bid at the foreclosure sale. The Substitute Trustees are not obligated to deliver possession of the Property to the successful bidder, who shall be solely responsible for obtaining possession of the Property.

At the time of sale, the successful bidder shall be required to execute a Memorandum of Sale which shall include, by reference, all the terms and conditions contained herein. The form of Memorandum of Sale is available from the Substitute Trustees upon request and will be available at sale time.

The information contained herein was obtained from sources deemed to be reliable, but is offered for information purposes only. Neither the Substitute Trustees, the secured party, nor any other party, makes any representations or warranties of any kind whatsoever with respect to the accuracy of the information contained herein.

Immediately upon the conveyance by the Substitute Trustees of each Property to the purchaser at foreclosure, all duties, liabilities and obligations of the Substitute Trustees, if any, to the Purchaser with respect to such Property shall be extinguished.

MEET THE TEAM

Biography

Tim Dudley, CAI, AARE Senior Advisor

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

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

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

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Disclaimer

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

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

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

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

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

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



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