

OFFICE HALL PROPERTIES, LLC  
POST OFFICE BOX 3891  
FREDERICKSBURG, VA 22402

Anna Snoddy 540-295-2872

Sue Hovey-Taormina 540-735-5106

June 17, 2021

Department of Housing  
And Community Development  
600 East Main Street Suite 300  
Richmond, VA 23219

**NOTICE TO ALL TENANTS OF  
PRINCESS ANNE MOBILE HOME PARK &  
CHESTNUT HILL MOBILE HOME PARK  
KING GEORGE, VA**

**THIS NOTICE IS TO ADVISE ALL TENANTS THAT**

**PRINCESS ANNE MOBILE HOME PARK &  
CHESTNUT HILL MOBILE HOME PARK**

**ARE FOR SALE FOR \$1,000,000.00. THEY ARE**

**CURRENTLY UNDER CONTRACT WITH**

**MR. SHAWN PALIVODA**

## Real Estate Sales Contract For King George Virginia Real Estate And Mobile Homes

THIS CONTRACT made and entered into this 4th day of May 2021, by and between Office Hall Properties, LLC, hereinafter referred to as (the "Seller"), and, Stanley Shawn Palivoda, and/or assignees, hereinafter referred to as (the "Purchaser"), and Service Realty, here in after referred to as (the "Broker").

### WITNESSETH:

WHEREAS, The Seller is the fee simple owner of the following described parcels of land, to-wit: Property Identified by as Tax Map 33-45D, Tax Map 17-45, and Tax Map 17-46 located in King George County, Virginia, together with all improvements thereon (collectively the "Property"), The Real Property shall be transferred free of all liens. All personal property associated with the Property and fixtures attached to the Property that are owned by Seller convey with the sale.

WHEREAS, Seller agrees to sell and Purchaser, agree to buy the above-described property.

NOW, THEREFORE, the parties in consideration of the premises and the mutual covenants contained herein agree as follows:

### PURCHASE PRICE

The purchase price of the Property shall be One Million Dollars (\$1,000,000.00), for the Property, to be paid at settlement by, certified funds, or cashier's check, or wired funds minus the Deposit, of which is a part.

### DEPOSIT

Purchaser has made a Non-Refundable Deposit with the sellers closing company (RGS Title) of Five Thousand Dollars (\$5,000.00) (the "Deposit") in the form of a check. The Deposit shall be held by RGS Title until settlement, and then applied to the Purchase Price, unless the Contract is declared null and void as provided in this Contract. In the event the Contract is declared null and void through no fault of the buyer, the Deposit shall be returned to the Purchaser pursuant to the provisions of this Contract. If through no fault of the seller the contract does not close then Deposit will become non refundable.

### SETTLEMENT

Settlement shall be made at Getty and Associates 45 days after contract ratification. Possession shall be given at Settlement, unless otherwise agreed in writing by the parties. All rents, taxes and interest, if applicable, are to be prorated as of the date of this contract.

### AGENCY DISCLOSURE

The Seller and the Purchaser each confirm that agency relationship described below has been made in writing. The Seller and Purchaser also confirm and agree that in connection with the transaction described by this Contract: Service Realty is the only Broker involved in this transaction. Stanley Shawn Palivoda the purchaser is a Licensed Real Estate Agent in Virginia.

## **EXPENSES AND PRORATIONS**

Seller agrees to pay the expense of preparing the deed, the recordation tax applicable to grantors. Seller agrees to pay the commission to the broker fee as per a separate agreement. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this purchase, including, without limitation, engineering, soil and feasibility studies, environmental audits, title examination, insurance premiums, boundary surveys costs, recording costs, loan document preparation costs, and fees of Purchaser's attorney, shall be borne by Purchaser.

## **TITLE**

At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by deed of special warranty containing English covenants of title, free of all liens, defects, tenancies, and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for general purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within sixty (60) days after notice of such defect is given to Seller, Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this paragraph.

## **RISK OF LOSS**

Seller assumes all risk of loss or damage to the Property by fire, windstorm, casualty, or other cause, or taking by eminent domain until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (1) terminating this Contract and recovering the Deposit, or (2) affirming this Contract, in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over to Purchaser any sums received as a result of such loss or damage.

## **AFFIDAVITS AND CERTIFICATES**

Seller shall deliver to Purchaser an affidavit on a form acceptable to Purchaser's lender and/or title insurance company, if applicable, signed by the Seller that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or material men's liens against the Property or, if labor or materials have been furnished during the statutory period, that the costs thereof have been paid.

## **MECHANIC'S LIEN NOTIFICATION**

Virginia law (Code of Virginia, 1950, § 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, but not later than the earlier of (1) 90 days from the last day of the month in which the lienor last performed work or furnished materials, or (2) 90 days from the time the construction, removal, repair, or improvement is terminated.

## **TITLE INSURANCE NOTIFICATION**

The Purchaser may wish, at Purchaser's cost, to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and material men's liens for labor and materials performed prior to closing and which, though not recorded at the time of recordation of the Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage.

## **ASSIGNABILITY**

Purchaser may assign this Contract by providing written notice of such assignment. Purchaser shall not be released from liabilities of the terms and conditions of this contract by such assignment.

## **DEFAULT**

If either the Seller or Purchaser defaults under this Contract, the defaulting party, in addition to all other remedies available at law and in equity, for any and all damages and expenses incurred by the non-defaulting party in connection with this transaction and the enforcement of this Contract, including, without limitation, reasonable attorney's fees and costs, if any.

## **NOTICES**

Whenever notice is to be given pursuant to any of the provisions of this Contract, such notice shall be deemed to have been given when Deposited in the U.S. mails with postage prepaid, for delivery by certified mail, return receipt requested, or upon pick-up for overnight delivery by United Parcel Service, Federal Express. The date of that notice shall be deemed to have been given shall be determined by the postmark if sent by U.S. mail and by the invoice showing the date and time of pick-up if sent by courier.

## **ACCESS**

Purchaser and his/her agents and subcontractors shall have the right to enter upon the Property for the purpose of conducting the studies, tests and surveys specified herein, provided, however, that such studies, tests and surveys do not change the character or topography of the property. Purchaser shall hold Seller harmless against any loss or liability to persons or property resulting from such entry on Seller's property. Purchaser's hold harmless obligation shall survive the termination of this contract. **UNDER NO CIRCUMSTANCES SHALL PURCHASER OR PURCHASERS AGENT INTERFERE WITH SELLERS OPERATION OF BUSINESS.**

**MISCELLANEOUS**

The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors, and assigns; that its provisions shall be merged into the deed delivered at Settlement and shall not survive Settlement, that unless amended in writing by Seller and Purchaser, this Contract contains the final agreement between the parties hereto, and that they shall not be bound by any terms, conditions, oral statements, warranties, or representations not herein contained; and that it shall be construed under the laws of the Commonwealth of Virginia.

This Contract may be executed by facsimile and in counterparts, any one of which when executed and delivered shall be an original, but all of such counterparts shall together constitute on and the same instrument.

Purchaser agrees to not inform the residents that they are purchasing the property.

**ACCEPTANCE**

This Contract when signed by Purchaser shall be deemed an offer and shall remain in effect, unless withdrawn, until 12:00 p.m. on the 7th day of May 2021. If not accepted within that time by Seller by delivery of a signed copy of this Contract to Purchaser or Purchaser's designated representative, it shall become null and void.

**OTHER TERMS**


**WELL AND SEPTIC** Seller warrants that all wells and septic components are in good working order.

**1031 EXCHANGE**

Purchaser hereunder understands that the Seller may execute a like kind exchange and is qualifying the sale within the meaning of Section 1031 of the Internal Revenue Code of 1968, as amended and the Regulations promulgated hereunder. Seller expressly reserves the right to assign moneys received and or rights, but not it's obligations, hereunder to a Qualified Intermediary as provided in IRC Reg. 1.1031 (k) - 1 (g) (4) on before the closing date. Purchaser agrees to sign at closing the necessary documents acceptable to the Internal Revenue at no cost to Purchaser in order to facilitate the exchange.

5/5/2021

Seller accepts this Contract at \_\_\_\_\_ a.m./p.m. on the \_\_\_ day of May, 2021

DocuSigned by:  
*Shawn Palivoda*   
840A703221E400... Date 5/5/2021

DocuSigned by:  
*Shelley L. Hoyt Jaramia*  
4D5B37248F141F... Date 5/5/2021  
Seller