



Board of Supervisors

Crystal L. Vanuch, Chairman
Pamela Yeung, Vice Chairman
Tinesha Allen
Meg Bohmke
Thomas C. Coen
Darrell English
Monica Gary

Randal E. Vosburg
County Administrator

August 8, 2022

Charles W. Payne, Jr.
Hirschler Fleischer
725 Jackson Street, Suite 200
Fredericksburg, VA 22401

SUBJECT: *Application; Tax Map Parcel Nos. 58-9E; Zoning Administrator Determination*

Dear Mr. Payne:

This letter is in response to your attached request for a Zoning Administrator Determination, regarding the following:

1. The right to develop under the approved Conditional Use Permit.

The property, located on Tax Map Parcel No. 58-9E, is within the B-2, Urban Commercial Zoning District. A proposed development plan was not submitted with this application for review. It has been determined that Resolution R96-284 for a Conditional Use Permit was approved on August 21, 1996 for an automobile repair and service facility on Tax Map Parcel No. 58-9, and that Tax Map Parcel No. 58-9 was subsequently subdivided on November 25, 2013 and December 17, 2014. Therefore, it has been determined that WhiteRecon Automotive, LLC will be afforded the rights to develop Tax Map Parcel No. 58-9E under current development standards and the conditions of the aforementioned Conditional Use Permit.

This determination may be appealed to the Board of Zoning Appeals within thirty (30) days from receipt of this letter, in accordance with Sec. 15.2-2311 of the Code of Virginia, or this decision shall be final and un-appealable. You may obtain the BZA appeal application at <https://staffordcountyva.gov/AppealofZoningDecisions>. The fee for such an application is \$1,952.25.

Sincerely,

Douglas S. Morgan, CZA, CTM
Zoning Administrator

DSM:jas

ZONING ADMINISTRATOR'S DETERMINATION APPLICATION



STAFFORD COUNTY DEPARTMENT OF PLANNING & ZONING
1300 COURTHOUSE ROAD
P.O. BOX 339
STAFFORD, VIRGINIA 22555-0339
PHONE: 540-658-8668
FAX: 540-658-6824
www.staffordcountyva.gov

Fee: \$390.00 plus \$6.48 per adjacent property notification

$$\$390.00 + \$51.84 = \$441.84$$

Please provide a list of all adjacent property owners

OCTOBER 2018

** Beginning July 1, 2012, per Ordinance O12-19, a 2.75% technology fee will be assessed and collected on the total fees for all new and resubmitted applications or requests.*

NOTICE

Stafford County treats all applications and applicants equally. The County does not discriminate against religion, or on the basis of race, sex, age, national origin, or disability, in its planning, permitting, utilities, and land use processes.

Under the laws of the United States and the Commonwealth of Virginia, no government may discriminate against any religion or on the basis of race, sex, age, national origin, or disability, in its planning, permitting, utilities, and land use processes.

Under the Religious Land Use and Institutionalized Persons Act ("RLUIPA"), no government may apply its zoning or land use laws, or its policies and procedures in a manner that unjustifiably imposes a substantial burden on the religious exercise of a person, assembly, or institution.

RLUIPA also provides that no government may apply its zoning or land use laws in a manner that treats a religious assembly or institution on unequal terms with a non-religious institution or assembly.

Finally, RLUIPA provides that no government may impose or implement a land use regulation in a manner that discriminates against a religious assembly or institution.

Stafford County does not discriminate in its planning, permitting, utilities, and land use processes, practices, and policies. Stafford County treats all applications and applicants equally.

STAFFORD COUNTY
Department of Planning and Zoning



**ZONING ADMINISTRATOR'S
DETERMINATION APPLICATION**

RECEIVED BUT NOT OFFICIALLY SUBMITTED

DATE: _____ INITIALS: _____

OFFICIALLY SUBMITTED

DATE: 7/6/22 INITIALS: VZA

ZONING ADMINISTRATOR'S DETERMINATION

TYPE OF APPLICATION

APPLICATION NUMBER 22154555

APPLICANT INFORMATION

WhiteRecon Automotive, LLC

NAME

100 Bull Street, Suite 200

STREET ADDRESS

Savannah

GA

31401

CITY

STATE

ZIP

PHONE

CELL

whiterecon@gmail.com

FAX

EMAIL

OWNER INFORMATION (If different than applicant)

Wood Real Estate Investments, LLC c/o Harper Associates

NAME

5607 Grove Avenue

Richmond

VA

23226

ADDRESS

CITY

STATE

ZIP

PHONE

CELL

wallcn@hdcva.com

FAX

EMAIL

PROPERTY INFORMATION

58-9E

1.57 acres

TAX MAP

SECTION

PARCEL/LOTS

LOT SIZE

R96-284

1996

ORDINANCE(S) #

DATE(S) OF RECLASSIFICATION

Vacant

Auto Service

EXISTING USE

PROPOSED USE

Suburban

George Washington

COMPREHENSIVE PLAN DESIGNATION

MAGISTERIAL DISTRICT

FOR OFFICE USE ONLY

APPLICATION #

NUMBER OF ADJACENT PROPERTY OWNERS

Fees Paid:

Yes ☒

No ☐

Amount: \$

460.65

**ZONING ADMINISTRATOR'S DETERMINATION
LIST OF ABUTTING PROPERTY OWNERS**

589F Provide additional pages if needed

58-A-F

Assessor's Map/Parcel

PO BOX 7300

Address

Murphy Oil USA Inc

Name

El Dorado

City

AR

State

71731

Zip

58-9G

Assessor's Map/Parcel

7113 Three Chopt Rd, Ste 210

Address

Washington Shops LLC

Name

Richmond

City

VA

State

23226

Zip

58-9C

Assessor's Map/Parcel

1802 Bayberry Ct, Ste 401

Address

South Stafford Assoc L L C

Name

Richmond

City

VA

State

23226

Zip

58-9B

Assessor's Map/Parcel

1802 Bayberry Ct, Ste 401

Address

Washington Square L L C

Name

Richmond

City

VA

State

23226

Zip

58-9A

Assessor's Map/Parcel

PO BOX 8050 Mail Stop 0555

Address

Wal Mart Real Estate Business Trust

Name

Bentonville

City

AR

State

72712

Zip

58A-1-6

Assessor's Map/Parcel

113 Windsor Cir

Address

Patricia Sager Carle

Name

Fredericksburg VA

City

VA

State

22405

Zip

ZONING ADMINISTRATOR'S DETERMINATION LIST OF ABUTTING PROPERTY OWNERS

Provide additional pages if needed

| | | | |
|-----------------------|-------------------|-------|-----|
| 58A-1-7 | Pari Ugincius | | |
| Assessor's Map/Parcel | Name | | |
| 111 Windsor Circle | Fredericksburg VA | 22405 | |
| Address | City | State | Zip |

| | | | |
|-----------------------|-------------------|-------|-------|
| 58A-1-8 | David E. Johnston | | |
| Assessor's Map/Parcel | Name | | |
| 109 Windsor Court | Fredericksburg | VA | 22405 |
| Address | City | State | Zip |

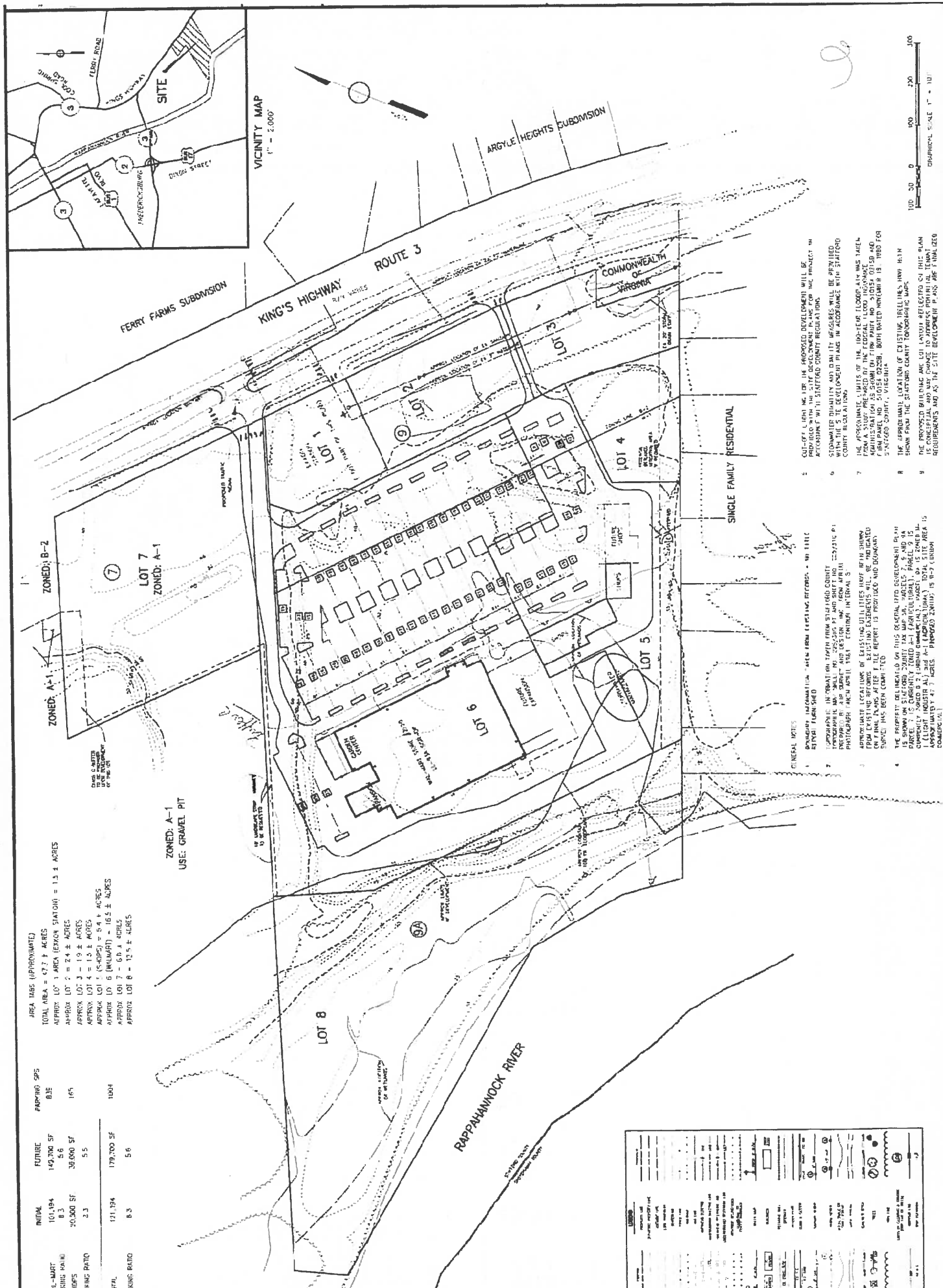
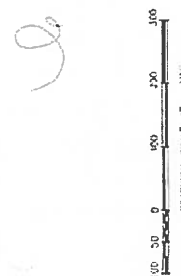
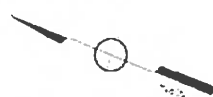
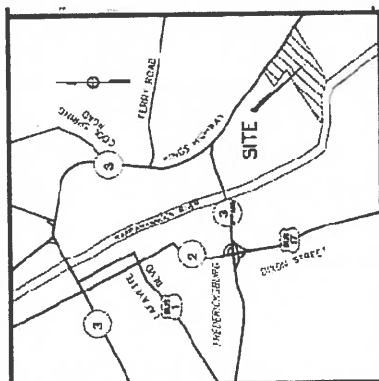
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|-----------------------|----------------------|-------|-------|
| 58A-1-4A | Patricia Sager Carle | | |
| Assessor's Map/Parcel | Name | | |
| 113 Windsor Cir | Fredericksburg | VA | 22405 |
| Address | City | State | Zip |

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| Assessor's Map/Parcel | | Name | |
| Address | City | State | Zip |

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| Assessor's Map/Parcel | | Name | |
| Address | City | State | Zip |

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| Assessor's Map/Parcel | | Name | |
| Address | City | State | Zip |

| | INITIAL | FUTURE | PAGE-HIG SP5 |
|---------------|-----------|------------|--------------|
| 4-QUART | 101,184 | 142,700 SF | 0.12 |
| DRUG VALUE | 8.3 | 5.6 | |
| 100FS | 20,900 SF | 29,900 SF | 16% |
| WINNING RATIO | 2.3 | 5.5 | |
| <hr/> | | | |
| FINAL | 121,124 | 179,700 SF | 100% |
| WINNING RATIO | 8.3 | 5.6 | |



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BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, Stafford County Administration Center, Stafford, Virginia, on the 21st day of August, 1996:

| <u>MEMBERS:</u> | <u>VOTE:</u> |
|------------------------------------|--------------|
| Linda V. Musselman, Chairman | Yes |
| Kenneth T. Mitchell, Vice-Chairman | Yes |
| Alvin Y. Bandy | Yes |
| Ferris M. Belman, Sr. | Yes |
| Lindbergh A. Fritter | Yes |
| Robert C. Gibbons | Yes |
| Lyle Ray Smith | Yes |

On motion of Mr. Bandy, seconded by Mr. Belman, which carried by a vote of 7 to 0, the following was adopted:

A RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT PURSUANT TO APPLICATION CUP96-07 TO ALLOW AN AUTOMOBILE REPAIR AND SERVICE FACILITY IN A B-2, URBAN COMMERCIAL ZONING DISTRICT ON ASSESSOR'S PARCELS 58-7, 9 (PORTION), AND 9A, GEORGE WASHINGTON ELECTION DISTRICT

WHEREAS, Hunton Associates, L.L.C., applicant, has submitted application CUP96-07, requesting a Conditional Use Permit to allow an automobile repair and service facility in a B-2, Urban Commercial, Zoning District on the above described property; and

WHEREAS, the application has been submitted pursuant to Section 28-59 of the Zoning Ordinance which permits this use in a B-2, Urban Commercial, Zoning District after a Conditional Use Permit has been issued by the Board; and

WHEREAS, the Board has carefully considered the recommendations of the Planning Commission and staff and the testimony at the public hearing; and

WHEREAS, the Board finds that the request meets the standards of the Zoning Ordinance for issuance of a Conditional Use Permit;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 21st day of August, 1996, that a Conditional Use Permit, pursuant to application CUP96-07, be and it hereby is approved with the following conditions:

1. This Conditional Use Permit is for automotive service facilities associated with a shopping complex located on Assessor's Parcels 58-7, 9, and 9A.
2. Inoperable vehicles shall not be parked on the property for more than seven (7) consecutive days. All inoperable vehicles shall be held for or in the process of repair.
3. There shall be no outside storage of automobile parts.
4. There shall be no carnival style (pennant) flags, banners or lights used on the site, although Christmas and other occasional or holiday decorations and lights shall be permitted.
5. All hazardous materials (including without limitation petroleum products and antifreeze) shall be stored and disposed of in accordance with all applicable local, state and federal law and regulations.
6. All mechanical work on vehicles shall be conducted within a designated service bay.
7. No service bays which open toward Kings Highway shall be visible from the frontage of the property along Kings Highway.
8. The hours of operation for the auto service facility will be from 7:00 a.m. to 9:00 p.m.
9. This Conditional Use Permit may be revoked or conditions amended upon violation of these conditions or any applicable federal, state or county codes provided that the applicant/owner is given written notice of each alleged violation and a reasonable opportunity (not less than thirty (30) days) to cure said violation. In any event, there shall be no revocation or modification of this Conditional Use Permit or any of its conditions.

unless or until a hearing shall be held by the Board of Supervisors of Stafford County after reasonable notice to the owner/applicant.

A Copy, teste:



C. M. Williams, Jr.
County Administrator

CMWJr:WCS:ek

**ACTION ITEM
BOARD OF SUPERVISORS**

DATE: August 21, 1996

TO: Board of Supervisors

FROM: C. M. Williams, Jr. *RC, for*
County Administrator

ISSUE: Approve a Conditional Use Permit at 450 Kings Highway

RECOMMENDATION: Approval

BUDGET IMPACT: N/A

ATTACHMENTS: (5)

- | | |
|------------------------------|------------------------------------|
| [1] Land Use Action Request | [4] <u>Reso/Ord/Proc</u> # R96-284 |
| [2] PC Pkg dated 8/21/96 | [5] <u>Reso/Ord/Proc</u> # R96-285 |
| [3] PC Minutes dated 8/21/96 | [] <u>Reso/Ord/Proc</u> # |

REVIEW: [X] Legal *Blain Smith*
[] Finance _____
[] _____

DEPARTMENT: Planning

- | | | |
|-------------------------|--------------------|----------------------|
| [] Unfinished Business | [X] Public Hearing | [] Consent Calendar |
| [] New Business | [] Presentation | [] Discussion Item |

PRESENTATION BY: William C. Shelly

EST. TIME: 3 MINS

ELECTION DISTRICTS: George Washington and At-Large

Attachment 1
R96-284
R96-285

LAND USE ACTION REQUEST

BOARD OF SUPERVISORS

Date: August 21, 1996

☒ New ☐ Revised ☐ Unfinished

REQUEST: Conditional Use Permit for automobile repair and service on Assessor's Parcels 58-7, 9 (portion) and 9A, zoned B-2, Urban Commercial.

Conforms with Comprehensive Plan? ☒ Yes ☐ No ☐ N/A

PROFFERS/CONDITIONS: See Resolution R96-284

APPLICANTS:

Name: Hunton Associates, L.L.C.
Address: c/o George Mehfound, III
 3961-C Stillman Parkway
 Glen Allen, Virginia 23060
Agent: Charles Cabell

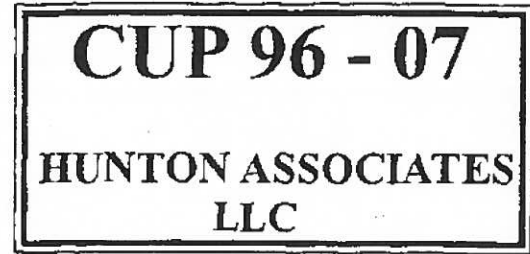
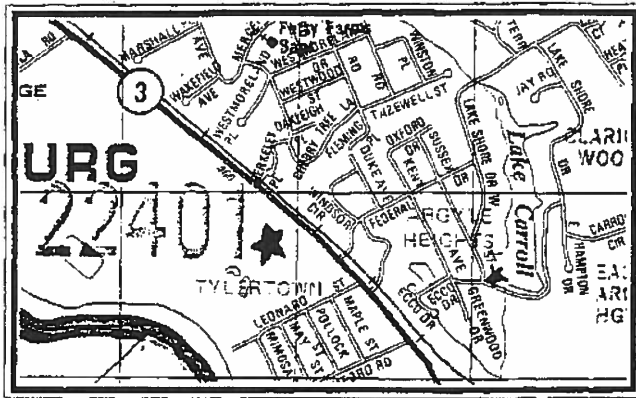
PLANNING COMMISSION ACTION: Approve ☐ Deny ☐

A joint public hearing will be held on August 21, 1996, therefore, no action has been taken by the Planning Commission at this time.

TIMING:

Application Date August 5, 1996
Advertisement Date/s August 7, 1996 and August 14, 1996
Plan. Comm. Action Date August 21, 1996 (Required) November 19, 1996
Proposed Board Action Date August 21, 1996 (Required) August 4, 1997

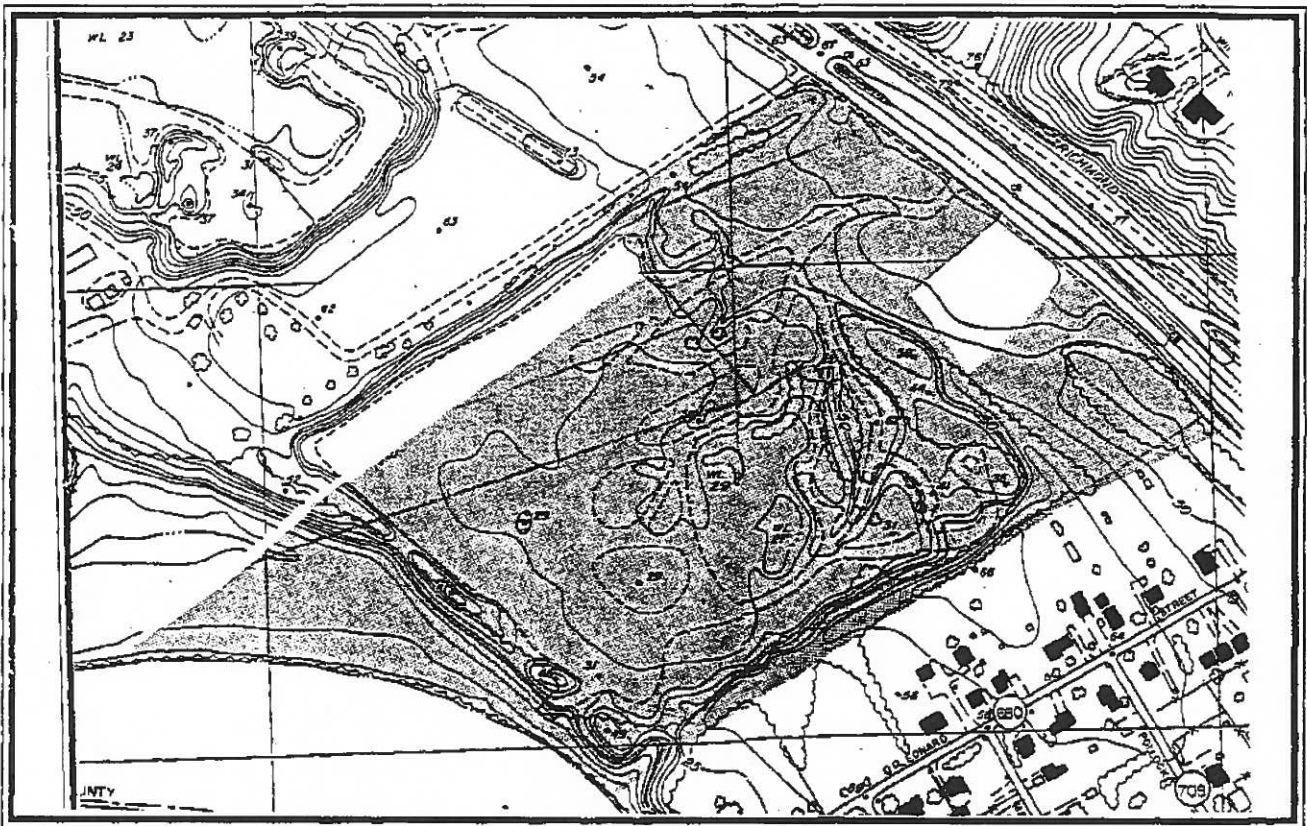
ATTACHMENT 1: CURRENT LAND USE



Site



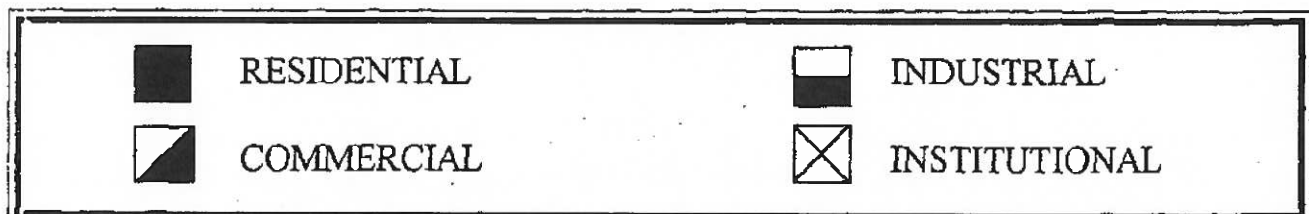
SCALE: 1" - 2000'



SCALE: 1" - 200'

Department of Planning

7 / 9 / 96



BOARD OF SUPERVISORS

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KENNETH T. MITCHELL
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ROBERT C. GIBBONS
LYLE RAY SMITH



1300 COURTHOUSE ROAD
P. O. BOX 339
STAFFORD, VIRGINIA 22555-0339

PHONE: (540) 659-8603
FAX: (540) 659-7643
METRO: (703) 690-8222

COUNTY ADMINISTRATOR
C. M. WILLIAMS, JR.

August 21, 1996

MEMORANDUM TO: Stafford County Planning Commission
FROM: William C. Shelly *WCS*
Planning Director
SUBJECT: CUP96-07; Conditional Use Permit - Hunton
Associates, L.L.C., Applicant

ATTACHMENTS:

1. Current Land Use Map.
2. Current Zoning Map.
3. Conditional Use Permit application and related materials.

ISSUE:

Consider the request for a Conditional Use Permit on Assessor's Parcels 58-7, 9 (portion), and 9A to allow an automobile repair and service facility in a B-2, Urban Commercial, Zoning District.

BACKGROUND:

Location: South side of Kings Highway, approximately 3,000 feet east of the East-West Connector

Election District: George Washington

Parcel Size: 45.79 Acre

Property Owners: Carlton W. Simms, Culpeper Stone Co., Inc., and Thomas C. Goodloe

Current Use: Vacant

Proposed Use: Automobile service facility as part of a commercial retail establishment

Comprehensive
Plan: Urban Commercial and Resource Protection

Abutting Properties:

| <u>Location</u> | <u>Zoning</u> | <u>Use</u> | <u>Comprehensive Plan</u> |
|-----------------|---|-----------------------|---------------------------------------|
| North | R-1, Suburban Residential | Residential | Suburban Residential |
| South | N/A | Rappahannock River | Resource Protection |
| East | R-1, Suburban Residential | Residential | Suburban Residential |
| West | A-1, Agricultural and B-2, Urban Commercial | Industrial and Church | Light Industrial and Urban Commercial |

Utilities: The property is served by public water and sewer.

Roads: The property has frontage on Kings Highway. Kings Highway, at this location, has a right-of-way of 110 feet, a pavement width of 48 feet, shoulder width of 6 feet, speed limit of 55 mph and an estimated traffic count of 18,000 vehicles per day (vpd).

COMMENTS:

The applicant proposes to establish an automobile service facility as part of a Wal-Mart retail center. The facility would be contained within the proposed Wal-Mart store. Typically, these facilities are battery, tire and oil operations, where batteries and tires are sold and installed on site, and motor oil changes and coolant flushes are performed.

Typical concerns regarding transportation, lighting, buffers and landscaping will be addressed as part of the rezoning for the property (reclassification request RC96-05), which is currently under review, and subsequently through the site plan review process. In addition, eight conditions have been recommended by staff to minimize noise impact on adjacent properties, as well as visual impact from Kings Highway. The applicant has agreed to locate the facility on the northwest side of the Wal-Mart store, away from the Tylerton subdivision. In addition, serviced bays would be situated where they would not be visible from Kings Highway.

The staff is recommending approval of this request subject to approval of RC96-05, and with eight conditions.

SUMMARY OF POSITIVE AND NEGATIVE FEATURES:

POSITIVE:

1. Consistent with the Comprehensive Plan.
2. Conditions may mitigate potential impacts.

NEGATIVE:

1. No apparent negative aspects.

RECOMMENDATION:

The staff recommend approval of the request with the following conditions:

1. This Conditional Use Permit is for automotive service facilities associated with a shopping complex located on Assessor's Parcels 58-7, 58-9 and 58-9A.
2. Inoperable vehicles shall not be parked on the property for more than seven (7) consecutive days. All inoperable vehicles shall be held for or in the process of repair.
3. There shall be no outside storage of automobile parts.
4. There shall be no carnival style (pennant) flags, banners or lights used on the site, although Christmas and other occasional or holiday decorations and lights shall be permitted.
5. All hazardous materials (including without limitation, petroleum products and antifreeze) shall be stored and disposed of in accordance with all applicable local, state and federal laws and regulations.
6. All mechanical work on vehicles shall be conducted within a designated service bay.
7. No service bays which open toward Kings Highway shall be visible from the frontage of the property along Kings Highway.
8. This Conditional Use Permit may be revoked or conditions amended upon violation of these conditions or any applicable federal, state or county codes provided that the applicant/owner is given written notice of each alleged violation and a reasonable opportunity (not less than thirty (30) days) to cure said violation. In any event, there shall be no revocation or modification of this Conditional Use Permit or any of its conditions unless or until a hearing shall be held by the Board of Supervisors after reasonable notice to the owner/applicant.

WCS:KB:ek

Attachments (3)

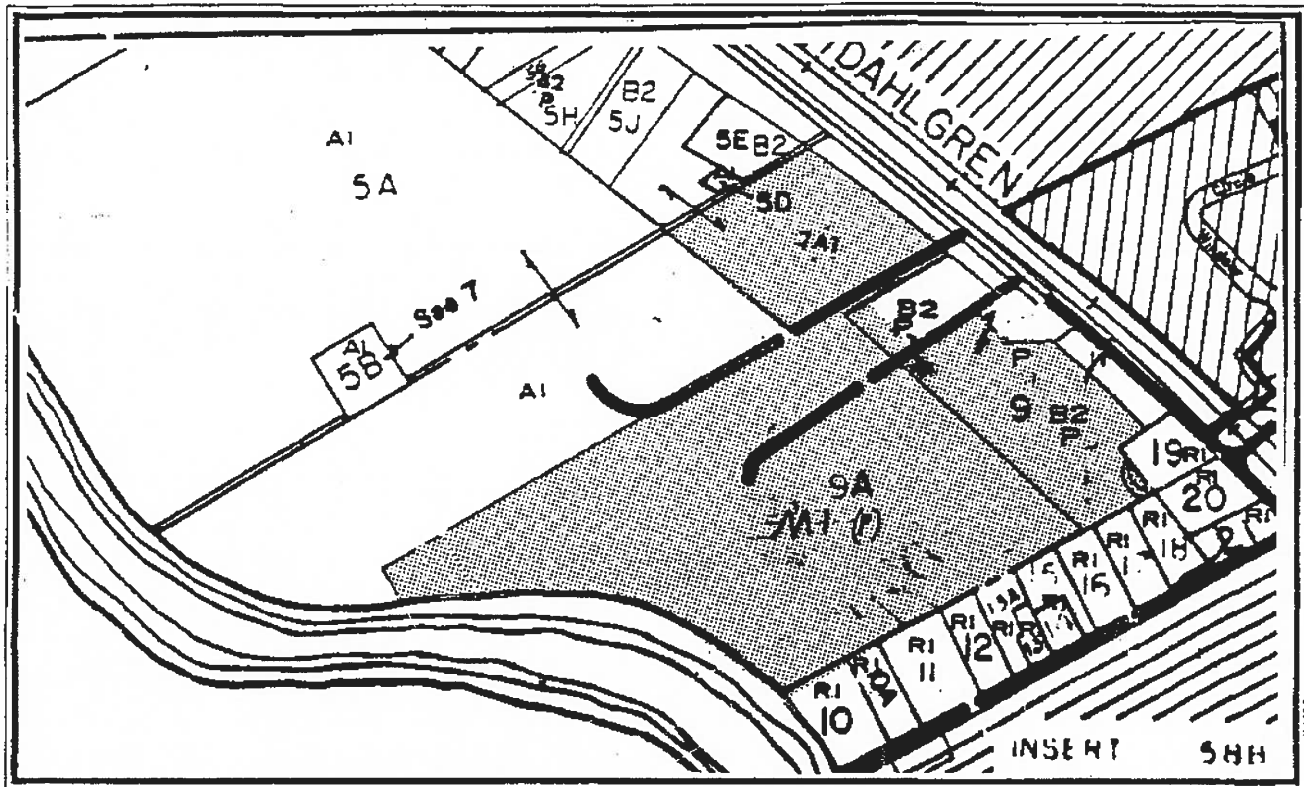
ATTACHMENT 2: CURRENT ZONING

Site



CUP 96 - 07

**HUNTON ASSOCIATES
LLC**



SCALE: 1" = 600'

Department of Planning

8 / 13 / 96

A1 AGRICULTURAL

A2 RURAL RESIDENTIAL

B1 CONVENIENCE COMMERCIAL

B2 URBAN COMMERCIAL

B3 OFFICE

M1 LIGHT INDUSTRIAL

M2 HEAVY INDUSTRIAL

PD1 PLANNED DEVELOPMENT

PD2 PLANNED DEVELOPMENT

R1 SUBURBAN RESIDENTIAL

R2 URBAN RESIDENTIAL, MED. DENSITY

R3 URBAN RESIDENTIAL, HIGH DENSITY

R4 MANUFACTURED HOME

Note: IT IS A POLICY REQUIREMENT OF THE PLANNING COMMISSION THAT THE APPLICANT OR REPRESENTATIVE BE PRESENT FOR THE PUBLIC HEARING.

STAFFORD COUNTY, VIRGINIA
CONDITIONAL USE PERMIT

Date: August 5, 1996 Phone No. (804) 783-6421

Applicant's Name: Hunton Associates, L.L.C. by Charles L. Cabell, its Attorney

Address: 1021 East Cary Street, Two James Center, 16th Floor, Richmond, VA 23219

Owner's Name: See attached

Address: Applicant is attorney for contract purchaser

IF THE APPLICANT IS NOT THE OWNER, INDICATE THE NATURE OF THE APPLICANT'S AUTHORITY TO APPLY. ATTACH APPROPRIATE DOCUMENTATION OF OWNER'S CONSENT AND/OR POWER OF ATTORNEY:

Assessor's Parcel(s): 58-7, 58-9, 58-9A

Acreage of Property: 45.79 +/-

Election District: George Washington

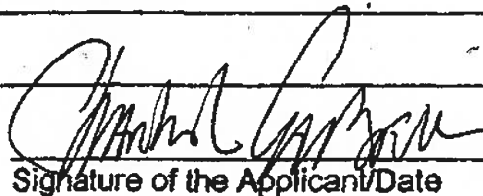
Census Tract: 105.02

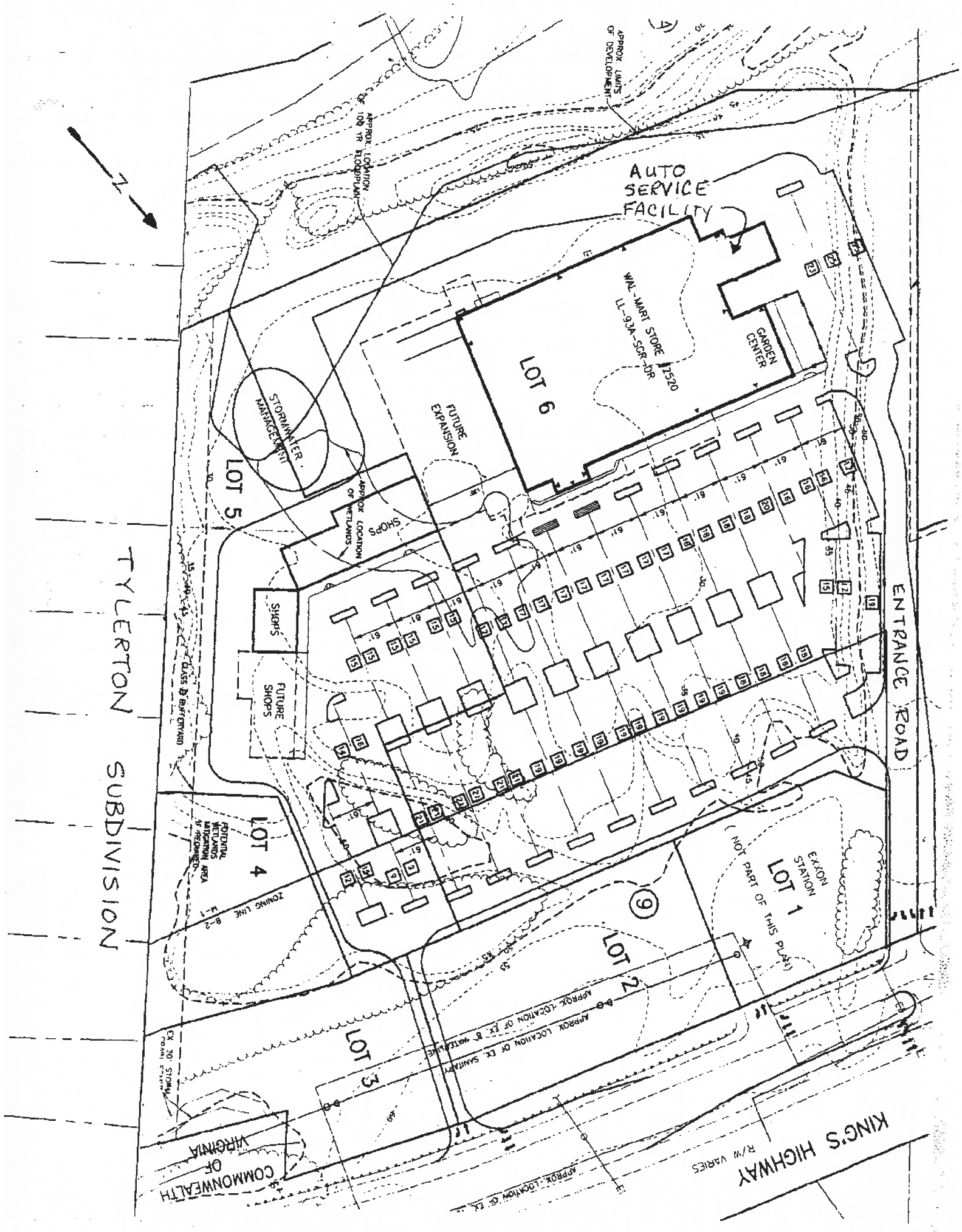
Present Zoning: B-2

Conditional Use Permit Requested: Automobile Service

Location of the Property: Fronting on south line of State Route 3, east of the
Route 3 East-West Connector

Statement of Justification for the Request: Applicant seeks to have automobile
service facilities in retail shopping complex


Signature of the Applicant/Date



TYBERTON SUBDIVISION

KING'S HIGHWAY

AUTO SERVICE FACILITY

WAL-MART STORE #1320
LL-9JA-SCB-DR

EXHON STATION
(NOT PART OF THIS PLAN)

LOT 6

LOT 5

LOT 4

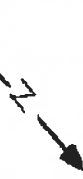
LOT 3

LOT 2

LOT 1

ENTRANCE ROAD

COMMONWEALTH OF VIRGINIA



CURRENT PROPERTY OWNERS

Carlton W. Simms

2013 Plan Road
Fredericksburg, Virginia 22401
Tax Parcel No. 58-9
B-2

Culpeper Stone Co.,
Inc.

P.O. Box 1448
Culpeper, Virginia 22701-6448
Tax Parcel No. 58-9A
M-1 and A-1

Thomas C. Goodloe

382 Kings Highway
Falmouth, Virginia 22405-3234
Tax Parcel No. 58-7
A-1

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, THOMAS C. GOODLOE, at present residing at 382 Kings Highway, Falmouth, Virginia 22405-3234, have made, constituted and appointed, and by these presents do make, constitute and appoint Hunton Associates, L.L.C., a Virginia limited liability company or its attorney, my true and lawful attorney-in-fact (hereinafter "our attorney") who is hereby authorized for me and in my name:

1. To execute, acknowledge, agree to and deliver any and all applications, agreements and documents, including, but not limited to, an application for rezoning or site plan approval or proffered conditions to be placed on the property in order to obtain satisfactory zoning of the property, relating to or necessary to meeting any of the conditions of a purchase agreement entered into between myself and Hunton Associates, L.L.C., a Virginia limited liability company, dated May 1, 1996, attached hereto as Exhibit A, in connection with the purchase/sale of my property containing approximately five (5) acres, located on Route 3, Stafford County, Virginia, more particularly described as Tax Map 58, Parcel 7; and

2. This Power of Attorney shall not terminate upon our disability.

3. I hereby confirm all lawful acts done by my attorney pursuant to this Power of Attorney. An affidavit executed by my attorney, setting forth that he has not, or had not, at the time of doing any act pursuant to this Power of Attorney, received actual knowledge or actual notice of the revocation or termination of this Power of Attorney or notice of any facts indicating the same, shall, in the absence of fraud participated in by the person or persons acting in reliance upon this Power of Attorney, be conclusive proof of the nonrevocation or nontermination of this Power of Attorney at such time, except as specifically set forth below. I further declare that as against me or persons claiming under me, everything which my attorney shall do pursuant to this Power of Attorney shall be valid and binding in favor of any person or entity claiming the benefit hereof who has not received actual notice of my death and who has not received actual written notice that this Power of Attorney has been revoked.

4. This instrument may be executed in more than one counterpart, any one of which shall, for all purposes, be deemed an original.

5. This Power of Attorney shall terminate ^{150 days} 270 days from the date of its execution.

~~June~~ WITNESS the following signature and seal this 4th day of
~~May~~ 1996.

Thomas C. Goodloe [SEAL]
THOMAS C. GOODLOE

STATE OF Virginia
CITY/COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me this 4th
day of June, 1996 by Thomas C. Goodloe.

My commission expires: October 31, 2000

Margaret M. Roach
Notary Public

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, A. Gordon Willis, Jr., as President of CULPEPER STONE CO., INC. (the "Corporation"), whose corporate address is P.O. Box 1448, Culpeper, Virginia 22701-6448, and pursuant to the necessary and appropriate corporate resolutions have made, constituted and appointed, and by these presents do make, constitute and appoint Hunton Associates, L.L.C., a Virginia limited liability company, or its attorney attorney-in-fact of the Corporation (hereinafter "our attorney") who is hereby authorized for the corporation and in its name:

1. To execute, acknowledge, agree to and deliver any and all applications, agreements and documents, including, but not limited to, an application for rezoning, an application for site plan approval or proffered conditions to be placed on the property in order to obtain satisfactory zoning of the property, relating to or necessary to meeting any of the conditions of a certain purchase agreement entered into between the Corporation and Hunton Associates, L.L.C., a Virginia limited liability company, dated April 24, 1996, attached hereto as Exhibit A, in connection with the purchase/sale of the Corporations property containing approximately 33.29 acres, located south of Route 3, Stafford County, Virginia, more particularly described as Tax Map 58, Parcel 9A; and

2. I hereby confirm all lawful acts done by the Corporations attorney pursuant to this Power of Attorney. An affidavit executed by the Corporations attorney, setting forth that he has not, or had not, at the time of doing any act pursuant to this Power of Attorney, received actual knowledge or actual notice of the revocation or termination of this Power of Attorney or notice of any facts indicating the same, shall, in the absence of fraud participated in by the person or persons acting in reliance upon this Power of Attorney, be conclusive proof of the nonrevocation or nontermination of this Power of Attorney at such time, except as specifically set forth below. On behalf of the Corporation I further declare that as against the Corporation or persons claiming under the Corporation, everything which the Corporations attorney shall do pursuant to this Power of Attorney shall be valid and binding in favor of any person or entity claiming the benefit hereof who has not received actual notice of the dissolution of the Corporation and who has not received actual written notice that this Power of Attorney has been revoked.

3. This instrument may be executed in more than one counterpart, any one of which shall, for all purposes, be deemed an original.

4. This Power of Attorney shall terminate 150 days from

the date of its execution.

WITNESS the following signature and seal this 3rd day of ~~May~~ June, 1996.

CULPEPER STONE CO., INC.

By: [Signature] [SEAL]
Name: A Gordon Willis, Jr.
Title: President

STATE OF Virginia
CITY/COUNTY OF STAFFORD, to-wit:

The foregoing instrument was acknowledged before me this 3rd day of June, 1996 by A Gordon Willis, Jr., as President of Culpeper Stone Co., Inc., on behalf of the corporation.

My commission expires: 11/31/2000

[Signature]
Notary Public

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, CARLTON W. SIMMS, at present residing at 2013 Plan Road, Fredericksburg, Virginia 22401, have made, constituted and appointed, and by these presents do make, constitute and appoint Hunton Associates, L.L.C., a Virginia limited liability company, or its attorney, my true and lawful attorney-in-fact (hereinafter "our attorney") who is hereby authorized for me and in my name:

1. To execute, acknowledge, agree to and deliver any and all applications, agreements and documents, including, but not limited to, an application for site plan approval or proffered conditions to be placed on the property, relating to or necessary to meeting any of the conditions of a purchase agreement entered into between myself and Hunton Associates, L.L.C., a Virginia limited liability company, dated May 4, 1996, attached hereto as Exhibit A, in connection with the purchase/sale of my property containing approximately seven and one-half acres (7.5), located on Route 3, Stafford County, Virginia, more particularly described as Tax Map 58, Parcel 9; and

2. This Power of Attorney shall not terminate upon my disability.

3. I hereby confirm all lawful acts done by my attorney pursuant to this Power of Attorney. An affidavit executed by my attorney, setting forth that he has not, or had not, at the time of doing any act pursuant to this Power of Attorney, received actual knowledge or actual notice of the revocation or termination of this Power of Attorney or notice of any facts indicating the same, shall, in the absence of fraud participated in by the person or persons acting in reliance upon this Power of Attorney, be conclusive proof of the nonrevocation or nontermination of this Power of Attorney at such time, except as specifically set forth below. I further declare that as against me or persons claiming under me, everything which my attorney shall do pursuant to this Power of Attorney shall be valid and binding in favor of any person or entity claiming the benefit hereof who has not received actual notice of my death and who has not received actual written notice that this Power of Attorney has been revoked.

4. This instrument may be executed in more than one counterpart, any one of which shall, for all purposes, be deemed an original.

5. This Power of Attorney shall terminate 150 days from the date of its execution.

WITNESS the following signature and seal this 4 day of May, 1996.

Carly
June

Carlton W. Simms [SEAL]
CARLTON W. SIMMS

STATE OF Virginia
CITY/COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me this 4th
day of June, 1996 by Carlton W. Simms.

My commission expires: October 31, 2000

Margaret M. Roach
Notary Public

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LIST OF ABUTTING PROPERTY OWNERS

The applicant is required to provide a list of the owners as shown on the current real estate tax assessment books of all abutting properties and properties immediately across the street or road from the property to be rezoned or issued a Conditional Use Permit. If the application requests a rezoning of only a portion of the parcel or a Conditional Use Permit on only a portion of the parcel, the entire parcel must be the basis for the below listing (additional sheets may be used, if necessary).

| <u>Assessor's Parcel Number</u> | <u>Name of Property Owner</u> | <u>Mailing Address of Abutting Property Owner</u> |
|-------------------------------------|--|---|
| 58-5D | - County of Stafford | |
| 58-5E | - Trustees of Kings Highway Baptist Church | - 404 Kings Highway, Fredericksburg, Va. 22405 |
| 58-7A | - Sylvia Gould | - 93 Boscobel Road Falmouth, Va 22405-1866 |
| 58-5B | - P.C. Goodloe & Son, Inc. | - 382 Kings Highway Falmouth, Va 22405-3234 |
| 58-5A | - P.C. Goodloe & Son, Inc. | - 382 Kings Highway Falmouth, Va 22405-3234 |
| 58-10 | - John E. & Pamela E. Douglas | - 508 Leonard Road Falmouth, VA 22405-3219 |
| 58-11A | - James E. & Gladys S. Crouse | - 402 Leonard Road Falmouth, VA 22405-3221 |
| 58-12 | - Eric A. George | - 400 Leonard Road Falmouth, VA 22405-3221 |
| 58-13A | - David R. & Barbara Mills | - 1811 May Street Falmouth, VA 22405-3236 |
| 58-15 | - Maurice E. & Colean B. Lowery | - 300 Leonard Road Falmouth, VA 22405-3223 |
| 58-16 | - Hayden E. & N. Gladys Blevins | - 206 Leonard Road Falmouth, VA 22405-3225 |
| 58-17 | - Bryan W. Palmer | - 1909 Mimosa Avenue Falmouth, VA 22405-3212 |
| 58-18 | - Richard R. & Wanda L. Morgan | - 200 Leonard Road Falmouth, VA 22405-3225 |
| 58A(1)(1A) | - William A. & Frances V. Payne | - 117 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(2) | - William A. & Frances V. Payne | - 117 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(4) | - Jon M. & Diane O. Bachman | - 115 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(4A) | - Charles Warren & Barbara B. Ferbush | - 113 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(6) | - Charles Warren & Barbara B. Forbush | - 113 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(7) | - Peter & Pari Ugincius | - 111 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(8) | - Robert Alan & Jane Ellen Kravetz | - 109 Windsor Circle Falmouth, VA 22405-3135 |

Assessor's
Parcel Number

Name of
Property Owner

Mailing Address of
Abutting Property Owner

58A(1)(11) - Robert Alan & Jane Ellen Kravetz - 109 Windsor Circle Falmouth,
VA 22405-3135

54J(4)(27)(7) - Thomas M. Moncure - P.O. Box 38 Stafford, VA 22555-0038

54J(4)(27)(8) - Thomas M. Moncure - P.O. Box 38 Stafford, VA 22555-0038

54J(4)(27)(18) - Reiner Zahl - 4 Berkeley Place Falmouth, VA 22405-3026

54J(4)(27)(19) - Frances C. Daniel - 3 Berkeley Place Falmouth, VA 22405-3026

54J(4)(27)(20) - Charles R. & Ellen P. Agnew, III - 2 Berkeley Place Falmouth,
VA 22405-3026

54J(3)(3)(26) - George N. & Elsie M. Hale - 57 Wakefield Ave. Falmouth, VA
22405-2957

54J(3)(3)(31) - Ruth A. Kusher - 58 Wakefield Ave. Falmouth, VA 22405-2956

58-100
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Don A. & Jane W. Metheny 506 Leonard Road
Falmouth, VA 22405-3219

PROPOSED

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, Stafford County Administration Center, Stafford, Virginia, on the 21st day of August, 1996:

MEMBERS:

Linda V. Musselman, Chairman
Kenneth T. Mitchell, Vice Chairman
Alvin Y. Bandy
Ferris M. Belman, Sr.
Lindbergh A. Fritter
Robert C. Gibbons
Lyle Ray Smith

VOTE:

On motion of , seconded by , which carried by a vote of , the following was adopted:

A RESOLUTION TO APPROVE A CONDITIONAL USE PERMIT PURSUANT TO APPLICATION CUP96-07 TO ALLOW AN AUTOMOBILE REPAIR AND SERVICE FACILITY IN A B-2, URBAN COMMERCIAL ZONING DISTRICT ON ASSESSOR'S PARCELS 58-7, 9 (PORTION), AND 9A, GEORGE WASHINGTON ELECTION DISTRICT

WHEREAS, Hunton Associates, L.L.C., applicant, has submitted application CUP96-07, requesting a Conditional Use Permit to allow an automobile repair and service facility in a B-2, Urban Commercial, Zoning District on the above described property; and

WHEREAS, the application has been submitted pursuant to Section 28-59 of the Zoning Ordinance which permits this use in a B-2, Urban Commercial, Zoning District after a Conditional Use Permit has been issued by the Board; and

WHEREAS, the Board has carefully considered the recommendations of the Planning Commission and staff and the testimony at the public hearing; and

WHEREAS, the Board finds that the request meets the standards of the Zoning Ordinance for issuance of a Conditional Use Permit;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 21st day of August, 1996, that a Conditional Use Permit, pursuant to application CUP96-07, be and it hereby is approved with the following conditions:

1. This Conditional Use Permit is for automotive service facilities associated with a shopping complex located on Assessor's Parcels 58-7, 9, and 9A.
2. Inoperable vehicles shall not be parked on the property for more than seven (7) consecutive days. All inoperable vehicles shall be held for or in the process of repair.
3. There shall be no outside storage of automobile parts.
4. There shall be no carnival style (pennant) flags, banners or lights used on the site, although Christmas and other occasional or holiday decorations and lights shall be permitted.
5. All hazardous materials (including without limitation petroleum products and antifreeze) shall be stored and disposed of in accordance with all applicable local, state and federal law and regulations.
6. All mechanical work on vehicles shall be conducted within a designated service bay.
7. No service bays which open toward Kings Highway shall be visible from the frontage of the property along Kings Highway.
8. This Conditional Use Permit may be revoked or conditions amended upon violation of these conditions or any applicable federal, state or county codes provided that the applicant/owner is given written notice of each alleged violation and a reasonable opportunity (not less than thirty (30) days) to cure said violation. In any event, there shall be no revocation or modification of this Conditional Use Permit or any of its conditions unless or until a hearing shall be held by the Board of Supervisors of Stafford County after reasonable notice to the owner/applicant.

CMWJr:WCS:ek

PROPOSED

BOARD OF SUPERVISORS
COUNTY OF STAFFORD
STAFFORD, VIRGINIA

RESOLUTION

At a regular meeting of the Stafford County Board of Supervisors (the Board) held in the Board Chambers, Stafford County Administration Center, Stafford, Virginia, on the 21st day of August, 1996:

MEMBERS:

VOTE:

Linda V. Musselman, Chairman
Kenneth T. Mitchell, Vice Chairman
Alvin Y. Bandy
Ferris M. Belman, Sr.
Lindbergh A. Fritter
Robert C. Gibbons
Lyle Ray Smith

On motion of , seconded by , which carried by a vote of , the following was adopted:

A RESOLUTION TO DENY A CONDITIONAL USE PERMIT PURSUANT TO APPLICATION CUP96-07 TO ALLOW AN AUTOMOBILE REPAIR AND SERVICE FACILITY IN A B-2, URBAN COMMERCIAL ZONING DISTRICT ON ASSESSOR'S PARCELS 58-7, 9 (PORTION), AND 9A, GEORGE WASHINGTON ELECTION DISTRICT

WHEREAS, Hunton Associates, L.L.C., applicant, has submitted application CUP96-07, requesting a Conditional Use Permit to allow an automobile repair and service facility in a B-2, Urban Commercial, Zoning District on the above described property; and

WHEREAS, the application has been submitted pursuant to Section 28-59 of the Zoning Ordinance which permits this use in a B-2, Urban Commercial, Zoning District after a Conditional Use Permit has been issued by the Board; and

WHEREAS, the Board has carefully considered the recommendations of the Planning Commission and staff and the testimony at the public hearing; and

WHEREAS, the Board finds that the request does not meet the standards of the Zoning Ordinance for issuance of a Conditional Use Permit;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 21st day of August, 1996, that a Conditional Use Permit, pursuant to application CUP96-07, be and it hereby is denied.

CMWJr:WCS:ek

Assessor's
Parcel Number

Name of
Property Owner

Mailing Address of
Abutting Property Owner

58A(1)(11) - Robert Alan & Jane Ellen Kravetz - 109 Windsor Circle Falmouth,
VA 22405-3135

54J(4)(27)(7) - Thomas M. Moncure - P.O. Box 38 Stafford, VA 22555-0038

54J(4)(27)(8) - Thomas M. Moncure - P.O. Box 38 Stafford, VA 22555-0038

54J(4)(27)(18) - Reiner Zahl - 4 Berkeley Place Falmouth, VA 22405-3026

54J(4)(27)(19) - Frances C. Daniel - 3 Berkeley Place Falmouth, VA 22405-3026

54J(4)(27)(20) - Charles R. & Ellen P. Agnew, III - 2 Berkeley Place Falmouth,
VA 22405-3026

54J(3)(3)(26) - George N. & Elsie M. Hale - 57 Wakefield Ave. Falmouth, VA
22405-2957

54J(3)(3)(31) - Ruth A. Kusher - 58 Wakefield Ave. Falmouth, VA 22405-2956

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Charles W. Payne, Jr.
D: 540.604.2108
cpayne@hirschlerlaw.com

Hirschler Fleischer | hirschlerlaw.com
725 Jackson Street, Suite 200 | Fredericksburg, VA 22401
P: 540.604.2100 | F: 540.604.2101

June 16, 2022

Via U.S. Mail and E-mail

Mr. Douglas Morgan
Zoning Administrator, Stafford County, Virginia
P.O. Box 339
Stafford, Virginia 22555
Email: dmorgan@staffordcountyva.gov

Re: Zoning Determination Request for Stafford County, Virginia Tax Map Parcel No. 58-9E (the "Property"), Owned by Woody Real Estate Investments LLC (the "Owner")

Doug:

I hope this finds you well. I represent the contract purchaser, WhiteRecon Automotive, LLC, of the above-referenced Property in connection with their efforts to acquire and develop the Property for purposes of operating an auto service and repair facility (the "Project").

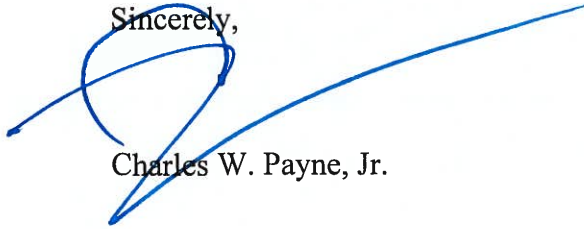
On August 21, 1996, pursuant to Resolution R96-284, and Conditional Use Permit Application 96-07, the Stafford County Board of Supervisors (the "Board") approved a Conditional Use Permit ("CUP") for the Property permitting automotive repair and service facility within the existing B-2 zoning district (approved resolution RC96-05). For your convenience, I have attached a copy of the approved CUP and accompanying generalized development plan provided by the Stafford County Planning Office.

It is my opinion, pursuant to Virginia Code § 15.2-2307, the above said zoning approval vest the subject property owner and its successors and assigns with the right to develop an auto service and repair facility, all subject to the requirements under the CUP and underlying zoning approval. Accordingly, pursuant to section 28-295 of the Stafford County Zoning Ordinance, I am writing to request an official zoning determination with respect to the right to develop the Project in accordance with said approvals.

In accordance with section 28-295 of the Zoning Ordinance, I am enclosing a check in the amount of \$454.80 to cover the requisite fee for this request, as well as the required Stafford County request form. Thank you for your consideration of this matter and please do not hesitate to contact me if I can be of further assistance.



Sincerely,



Charles W. Payne, Jr.

CWP
w/ attachments

cc: Jeff Harvey, Planning Director (via email JHarvey@staffordcountyva.gov)
Michael Zuraf, Deputy Planning Director (via email mzuraf@staffordcountyva.gov)
WhiteRecon Automotive, LLC

14988758.1 047306.00001

BOARD OF SUPERVISORS

LINDA V. MUSSELMAN
CHAIRMAN

KENNETH T. MITCHELL
VICE CHAIRMAN

ALVIN Y. BANDY
FERRIS M. BELMAN, SR.
LINDBERGH A. FRITTER
ROBERT C. GIBBONS
LYLE RAY SMITH

August 15, 1996



1300 COURTHOUSE ROAD
P. O. BOX 339
STAFFORD, VIRGINIA 22555-0339

PHONE: (540) 659-8603
FAX: (540) 659-7643
METRO: (703) 690-8222

COUNTY ADMINISTRATOR
C. M. WILLIAMS, JR.

Hunton Associates, L.L.C.
c/o George Mehfound, III
3961-C Stillman Parkway
Glen Allen, Virginia 23060

SUBJECT: *Reclassification RC96-05 and Conditional Use Permit CUP96-07*

Dear Mr. Mehfound:

Enclosed you will find the staff report from the Department of Planning and Community Development concerning your reclassification and Conditional Use Permit requests. These reports are based on technical data compiled by the staff and the analysis and recommendation contained in the reports are that of the staff. These reports are used by the Planning Commission as a source of information but does not necessarily reflect the views or recommendations of the Planning Commission. The staff's recommendation is advisory.

Your requests are scheduled for joint public hearing before the Planning Commission and Board of Supervisors on Wednesday, August 21, 1996, beginning at 7:30 P.M. in the Stafford County Administration Center, 1300 Courthouse Road. Your or your representative are urged to attend this hearing to present your request to the Commission.

Cordially,

William C. Shelly
Planning Director

WCS:ek

Enclosures

cc: Charles Cabell

TELEPHONE (804) 643-1991
TELECOPIER (804) 783-6507

WRITER'S DIRECT DIAL:
(804)783-6401

**WILLIAMS, MULLEN,
CHRISTIAN & DOBBINS**

ATTORNEYS & COUNSELORS AT LAW
A PROFESSIONAL CORPORATION

CENTRAL FIDELITY BANK BUILDING
TWO JAMES CENTER
1021 EAST CARY STREET
P.O. BOX 1320
RICHMOND, VIRGINIA 23210-1320

OFFICES IN:
RICHMOND
WASHINGTON, D.C.

AFFILIATE OFFICE:
LONDON

August 14, 1996

By Federal Express

Mr. William C. Shelley
Stafford County Planning Office
1300 Courthouse Road
Stafford, Virginia 22555

Re: Conditional Use Permit
Hunton Associates, L.L.C. -
Walmart Automotive Service Center

Dear Bill:

Enclosed you will find a check in the amount of \$1,902.00 made payable to Stafford County, Virginia to cover the filing fee for the enclosed Conditional Use Permit Application. In addition, I have enclosed an Affidavit for Sign Posting which is to be executed by Phillip Dunn. I have contacted Phillip Dunn and he will be stopping by your office in order to sign the Affidavit.

Should you have any questions in regard to the items enclosed herein, please contact either myself or Charles Cabell. Thanks for your cooperation in this matter.

Sincerely,



David V. DuVal

Enclosures

cc: Russell B. Harper
Charles L. Cabell, Esquire

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Note: IT IS A POLICY REQUIREMENT OF THE PLANNING COMMISSION THAT THE APPLICANT OR REPRESENTATIVE BE PRESENT FOR THE PUBLIC HEARING.

STAFFORD COUNTY, VIRGINIA
CONDITIONAL USE PERMIT

Date: August 5, 1996 Phone No. (804) 783-6421

Applicant's Name: Hunton Associates, L.L.C. by Charles L. Cabell, its Attorney

Address: 1021 East Cary Street, Two James Center, 16th Floor, Richmond, VA 23219

Owner's Name: See attached

Address: Applicant is attorney for contract purchaser

IF THE APPLICANT IS NOT THE OWNER, INDICATE THE NATURE OF THE APPLICANT'S AUTHORITY TO APPLY. ATTACH APPROPRIATE DOCUMENTATION OF OWNER'S CONSENT AND/OR POWER OF ATTORNEY:

Assessor's Parcel(s): 58-7, 58-9, 58-9A

Acreage of Property: 45.79 +/-

Election District: George Washington

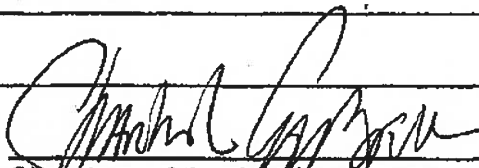
Census Tract: 105.02

Present Zoning: B-2

Conditional Use Permit Requested: Automobile Service

Location of the Property: Fronting on south line of State Route 3, east of the
Route 3 East-West Connector

Statement of Justification for the Request: Applicant seeks to have automobile
service facilities in retail shopping complex


Signature of the Applicant/Date

APPLICATION CHECKLIST

REQUIRED ITEMS

- ☐ Completed application form
- ☐ List of Abutting Property Owners
- ☐ Owner's consent (if applicant is not the owner)
- ☐ Fee
- ☐ Boundary survey (with 3 copies reduced in size to fit on a sheet of paper 8 1/2" x 11")
- ☐ Legal description
- ☐ General development plan (GDP) (see Article XIII of the Stafford County Zoning Ordinance)
- ☐ Impact statements

This application was received / / .

date

Planner

This application is complete / /

date

Planner

LIST OF ABUTTING PROPERTY OWNERS

The applicant is required to provide a list of the owners as shown on the current real estate tax assessment books of all abutting properties and properties immediately across the street or road from the property to be rezoned or issued a Conditional Use Permit. If the application requests a rezoning of only a portion of the parcel or a Conditional Use Permit on only a portion of the parcel, the entire parcel must be the basis for the below listing (additional sheets may be used, if necessary).

| <u>Assessor's Parcel Number</u> | <u>Name of Property Owner</u> | <u>Mailing Address of Abutting Property Owner</u> |
|-------------------------------------|--|---|
| 58-5D | - County of Stafford | |
| 58-5E | - Trustees of Kings Highway Baptist Church | - 404 Kings Highway, Fredericksburg, Va. 22405 |
| 58-7A | - Sylvia Gould | - 93 Boscobel Road Falmouth, Va 22405-1866 |
| 58-5B | - P.C. Goodloe & Son, Inc. | - 382 Kings Highway Falmouth, Va 22405-3234 |
| 58-5A | - P.C. Goodloe & Son, Inc. | - 382 Kings Highway Falmouth, Va 22405-3234 |
| 58-10 | - John E. & Pamela E. Douglas | - 508 Leonard Road Falmouth, VA 22405-3219 |
| 58-11A | - James E. & Gladys S. Crouse | - 402 Leonard Road Falmouth, VA 22405-3221 |
| 58-12 | - Eric A. George | - 400 Leonard Road Falmouth, VA 22405-3221 |
| 58-13A | - David R. & Barbara Mills | - 1811 May Street Falmouth, VA 22405-3236 |
| 58-15 | - Maurice E. & Colean B. Lowery | - 300 Leonard Road Falmouth, VA 22405-3223 |
| 58-16 | - Hayden E. & N. Gladys Blevins | - 206 Leonard Road Falmouth, VA 22405-3225 |
| 58-17 | - Bryan W. Palmer | - 1909 Mimosa Avenue Falmouth, VA 22405-3212 |
| 58-18 | - Richard R. & Wanda L. Morgan | - 200 Leonard Road Falmouth, VA 22405-3225 |
| 58A(1)(1A) | - William A. & Frances V. Payne | - 117 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(2) | - William A. & Frances V. Payne | - 117 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(4) | - Jon M. & Diane O. Bachman | - 115 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(4A) | - Charles Warren & Barbara B. Ferbush | - 113 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(6) | - Charles Warren & Barbara B. Forbush | - 113 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(7) | - Peter & Pari Ugincius | - 111 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(8) | - Robert Alan & Jane Ellen Kravetz | - 109 Windsor Circle Falmouth, Va 22405-3135 |

AFFIDAVIT FOR SIGN POSTING

Rezoning #

Conditional Use Permit # 96-05

Phillip Dunn, being duly sworn, deposes
(Name of Affiant)

and says as follows:

On the 7th day of August, 1996, 3 public hearing sign(s),
as supplied by the Planning Director, was/were posted on the property that is the
subject of this application, in accordance with Section 28-1205 of the Stafford County
Zoning Ordinance, and have been maintained in good condition on said property until
this date, and will continue to be maintained in good condition on said property until
after the public hearing on this application. Said sign(s) advised of the location of a
public hearing on the above request under the name of Hunton Associates, L.L.C.,
Application Number 96-05, to be held on 21st day of
August, 1996, at 7:30 ~~A.M.~~ P.M. before the Stafford County:

(check one) ☒ Board of Supervisors

☒ Planning Commission

Phillip S. Dunn
Signature of Affiant

Commonwealth/State of Virginia

City/County of Stafford

Subscribed and sworn before this 20 day of August, 1996.

Betty L. Syvair
Notary Public

My commission expires June 30, 1996.

Return to: Stafford County Planning Office, P. O. Box 339, Stafford, VA 22555-0339.

**CONDITIONS FOR GRANTING OF
SPECIAL USE PERMIT, APPLICATION #6 05,
STAFFORD COUNTY, VIRGINIA**

1. This Special Use Permit is for automotive service facilities associated with an approximately 121,000 square foot shopping complex located on Assessor's Parcels 58-7, 58-9 and 58-9A.
2. Inoperable vehicles shall not be parked on the property for more than thirty (30) consecutive days. All inoperable vehicles shall be held for or in the process of repair.
3. There shall be no outside storage of used or damaged automobile parts.
4. There shall be no carnival style (pennant) flags, banners or lights used on the site, although Christmas and other seasonal or holiday decorations and lights shall be permitted.
5. All hazardous materials (including without limitation petroleum products and antifreeze) shall be stored and disposed of in accordance with all applicable local, state and federal laws and regulations.
6. All mechanical work on vehicles shall be conducted within a designated service bay.
7. No service bays which open toward Route 3 shall be visible from the frontage of the property along Route 3.
8. This Special Use Permit may be revoked or conditions amended upon violation of these conditions or any applicable federal, state or county codes provided that the applicant/owner is given written notice of each alleged violation and a reasonable opportunity (not less than thirty (30) days) to cure said violation. In any event, there shall be no revocation or modification of this Special Use Permit or any of its conditions unless or until a hearing shall be held by the Board of Supervisors of Stafford County after reasonable notice to the owner/applicant.

WILLIAMS, MULLEN,
CHRISTIAN & DOBBINS
ATTORNEYS & COUNSELORS AT LAW

TELEPHONE (804) 643-1991
TELECOPIER (804) 783-6456

TO SEND A FAX DIRECTLY TO AN INDIVIDUAL: TYPE, DO NOT HANDWRITE,
INDIVIDUAL'S NAME ON FAX SHEET.
SEND TO (804) 783-6397

IMPORTANT NOTICE: This facsimile transmission is intended to be delivered only to the named addressee, and may contain material that is confidential, proprietary or subject to legal protection or privilege. If it is received by anyone other than the named addressee, the recipient should immediately notify the sender at the address and telephone number set forth herein and obtain instructions as to the disposal of the transmitted material. In no event should such material be read or retained by anyone other than the named addressee, except by express authority of the sender or the named addressee.

TO: Bill Shelley
FROM: David Duffal
DATE: 8-12-96
FAX #: 540-659-7643
CLIENT #: 90000.1.F
Pages, including coversheet: 7

Bill,

Application for Automotive CUP.
Please review and call me with
any comments before we file.

Thanks,
David
(804) 783-6401


WHEREAS, the Board finds that the request meets the standards of the Zoning Ordinance for issuance of a Special Use Permit;

NOW, THEREFORE, BE IT RESOLVED by the Stafford County Board of Supervisors on this the 18th day of October, 1994, that a Special Use Permit, pursuant to application SUP94-16 be and it hereby is approved with the following conditions:

1. This Special Use Permit is for an automobile service facility associated with an approximately 130,000 square foot retail store located on Assessor's Parcels 20-137 (portion), 137A, 137B, 138A, 139A, and 140.
2. Inoperable vehicles shall not be parked on the property for more than thirty (30) consecutive days. All inoperable vehicles shall be held for or in the process of repair.
3. There shall be no outside storage of used or damaged automobile parts.
4. ~~Lighting shall be directed downward and inward away from adjacent properties and state maintained roads.~~
5. There shall be no carnival style (pennant) flags, banners or lights used on the site, although Christmas and other seasonal or holiday decorations and lights shall be permitted.
6. All hazardous materials (including without limitation petroleum products and antifreeze) shall be stored and disposed of in accordance with all applicable local, state and federal laws and regulations.
7. All mechanical work on vehicles shall be conducted within a designated service bay.
8. No service bays shall open ~~directly~~ toward Garrisonville Road or Mine Road. *visible from the Route 3 portion of the shopping center Route 3*
9. This Special Use Permit may be revoked or conditions amended upon violation of these conditions or any applicable federal, state or county codes provided that the applicant/owner is given written notice of each alleged violation and a reasonable opportunity (not less than thirty (30) days) to cure said violation. In any event, there shall be no revocation or modification of

this Special Use Permit or any of its conditions unless or until a hearing shall be held by the Board of Supervisors of Stafford County after reasonable notice to the owner/applicant.

A Copy, teste:



C. M. Williams, Jr.
County Administrator

CMWJr:WCS:ek

Note: IT IS A POLICY REQUIREMENT OF THE PLANNING COMMISSION THAT THE APPLICANT OR REPRESENTATIVE BE PRESENT FOR THE PUBLIC HEARING.

STAFFORD COUNTY, VIRGINIA
CONDITIONAL USE PERMIT

Date: August 5, 1996 Phone No. (804) 702-6421

Applicant's Name: Horton Associates, L.L.C. by Charles L. Cabell, its Attorney

Address: 1021 East Cary Street, Two Jamba Center, 16th Floor, Richmond, VA 23219

Owner's Name: See attached

Address: Applicant is attorney for contract purchaser

IF THE APPLICANT IS NOT THE OWNER, INDICATE THE NATURE OF THE APPLICANT'S AUTHORITY TO APPLY. ATTACH APPROPRIATE DOCUMENTATION OF OWNER'S CONSENT AND/OR POWER OF ATTORNEY:

Assessor's Parcel(s): 58-7, 58-8, 58-9A

Acreage of Property: 45.79 +/-

Election District: George Washington

Census Tract: 105.02

Present Zoning: B-2

Conditional Use Permit Requested: Automobile Service

Location of the Property: Fronting on south line of State Route 3, east of the

Route 3 East-West Connector

Statement of Justification for the Request: Applicant seeks to have automobile

service facilities in retail shopping complex

Signature of the Applicant/Date

CURRENT PROPERTY OWNERS

Carlton W. Simms

2013 Plan Road
Fredericksburg, Virginia 22401
Tax Parcel No. 58-9
B-2Culpeper Stone Co.,
INC.P.O. Box 1448
Culpeper, Virginia 22701-6448
Tax Parcel No. 58-9A
M-1 and A-1

Thomas C. Goodloe

382 Kings Highway
Falmouth, Virginia 22405-3234
Tax Parcel No. 58-7
A-1

PAGE 10

LIST OF ABUTTING PROPERTY OWNERS

The applicant is required to provide a list of the owners as shown on the current real estate tax assessment books of all abutting properties and properties immediately across the street or road from the property to be rezoned or issued a Conditional Use Permit. If the application requires a rezoning of only a portion of the parcel or a Conditional Use Permit on only a portion of the parcel, the entire parcel must be the basis for the below listing (additional sheets may be used, if necessary).

| <u>Assessor's Parcel Number</u> | <u>Name of Property Owner</u> | <u>Mailing Address of Abutting Property Owner</u> |
|-------------------------------------|--|---|
| 58-50 | County of Stafford | |
| 58-58 | Trustees of Kings Highway Baptist Church | 404 Kings Highway, Fredericksburg, Va, 22405 |
| 58-7A | Sylvia Gould | 23 Dobsobel Road Falmouth, Va 22405-1866 |
| 58-9B | P. C. Goodlow & Son, Inc. | 382 Kings Highway Falmouth, VA 22405-3234 |
| 58-5A | P. C. Goodlow & Son, Inc. | 382 Kings Highway Falmouth, VA 22405-3234 |
| 58-10 | John E. & Pamela E. Douglas | 508 Leonard Road Falmouth, VA 22405-3219 |
| 58-11A | James E. & Gladys S. Crouse | 402 Leonard Road Falmouth, VA 22405-3221 |
| 58-12 | Eric A. George | 400 Leonard Road Falmouth, VA 22405-3221 |
| 58-13A | David R. & Barbara Mills | 1811 May Street Falmouth, VA 22405-3236 |
| 58-15 | Maurice E. & Colean B. Lowery | 300 Leonard Road Falmouth, VA 22405-3223 |
| 58-16 | Hayden E. & W. Gladys Blevins | 206 Leonard Road Falmouth, VA 22405-3225 |
| 58-17 | Bryan W. Palmer | 1909 Nimona Avenue Falmouth, VA 22405-3212 |
| 58-18 | Richard R. & Wanda L. Morgan | 200 Leonard Road Falmouth, VA 22405-3225 |
| 58A(1)(1A) | William A. & Frances V. Payne | 117 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(2) | William A. & Frances V. Payne | 117 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(4) | Jon M. & Diane O. Bachman | 115 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(4A) | Charles Warren & Barbara B. Foxbush | 113 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(6) | Charles Warren & Barbara B. Foxbush | 113 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(7) | Peter & Patti Hylavius | 111 Windsor Circle Falmouth, VA 22405-3135 |
| 58A(1)(8) | Robert Alan & Jane Ellen Kravetz | 109 Windsor Circle Falmouth, VA 22405-3135 |

පරිච්ඡේදයේ අංකය
Paragraph Number

Name of
Property Owner

Mailing Address of
Abutting Property Owner

58A(1) (11) - Robert ALAN & Jane Ellen Kravetz - 109 Windsor Circle Falmouth,
MA 02405-3135

54J(4)(27)(7) - Thomas M. Moncure - P.O. Box 38 Stafford, VA 22555-0038

54J(4)(27)(B) - Thomas M. Moncure - P.O. Box 38 Stafford, VA 22555-0038

54J(4) (27) (18) - Reiner Zahl - 4 Berkeley Place Falmouth, VA 22405-3026

540 (4) (27) (19) - FRANKLIN C. DANIEL 3 Berkeley Place Falmouth, VA 22405-3020

51J(1)(37)(30) - Charles R. & Ellen P. Agnew, TTT - 2 Berkeley Place Falmouth,
VA 22405-3026

540 (3) (3) (26) - George N. & Elsie M. Hale 57 Wakefield Ave. Falmouth, VA
22405-2957

54J(3)(3)(31) - RUTH A. KUSHER - 93 Wakefield Ave. Falmouth, VA 22405 2956

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AFFIDAVIT FOR SIGN POSTING

Reasoning #

Conditional Use Permit # 96-05

Phillip Dunn

(Name of Affiant)

being duly sworn, deposes

and says as follows:

On the 7th day of August, 1993, 3 public hearing sign(s), as supplied by the Planning Director, was/were posted on the property that is the subject of this application, in accordance with Section 28-1205 of the Stafford County Zoning Ordinance, and have been maintained in good condition on said property until this date, and will continue to be maintained in good condition on said property until after the public hearing on this application. Said sign(s) advised of the location of a public hearing on the above request under the name of Huntton Associates, L.L.C.

Application Number 96-05, to be held on 21st day of

August, 1996, at 7:30 A.M./P.M. before the Stafford County:

18/ Board of Supervisors

1 x Planning Commission

Signature of Agent

Commonwealth/State of _____

City/County of _____

Subscribed and sworn before this _____ day of _____, 19____

Notary Public

My commission expires _____, 19____.

Return to: Stafford County Planning Office, P. O. Box 339, Stafford, VA 22555-0339.

BOARD OF SUPERVISORS

LINDA V. MUSSELMAN
CHAIRMAN

KENNETH T. MITCHELL
VICE CHAIRMAN

ALVIN Y. BANDY
FERRIS M. BELMAN, SR.
LINDBERGH A. FRITTER
ROBERT C. GIBBONS
LYLE RAY SMITH



1300 COURTHOUSE ROAD
P. O. BOX 339
STAFFORD, VIRGINIA 22555-0339

PHONE: (540) 659-8603
FAX: (540) 659-7643
METRO: (703) 690-8222

COUNTY ADMINISTRATOR
C. M. WILLIAMS, JR.

August 9, 1996

NOTICE TO ABUTTING PROPERTY OWNERS

Subject: RC96-05 and CUP96-07; Reclassification Of Assessor's
Parcels 58-7, 9 (portion) and 9A, And a Conditional
Use Permit; Hunton Associates, L.L.C., Applicant

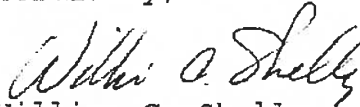
The Stafford County Board of Supervisors and the Stafford County Planning Commission will hold a joint public hearing on Wednesday, August 21, 1996, beginning at 7:30 P.M. in the Stafford County Administration Center, 1300 Courthouse Road, to consider the request of Hunton Associates, L.L.C., applicant, for a proposed reclassification from A-1, Agricultural, M-1, Light Industrial, and B-2, Urban Commercial, to B-2, Urban Commercial, and a Conditional Use Permit to allow an automobile repair and service facility on Assessor's Parcels 58-7, 9 (portion) and 9A.

The subject property, consisting of 45.79 acres, is located on the south side of Kings Highway, approximately 3,000 feet east of the East-West Connector, within the George Washington Election District.

You are hereby notified in accordance with Section 15.1-431 of the Code of Virginia (1950), as amended, which requires that the owners of all abutting properties and properties immediately across the street or road from the above referenced property be notified. All interested parties are invited to appear at the above designated time and place and state their views.

A copy of the application and other related materials are on file in the Department of Planning and Community Development at the Stafford County Administration Center, 1300 Courthouse Road and may be examined Monday through Friday between the hours of 8:00 A.M. and 4:30 P.M.

Cordially,


William C. Shelly
Planning Director

WCS:ek

NOTICE

RECLASSIFICATION & CONDITIONAL USE PERMIT

REQUESTED

FOR THIS PROPERTY

FROM A-1, AGRICULTURAL, M-1, LIGHT INDUSTRIAL, AND B-2, URBAN COMMERCIAL, TO B-2, URBAN COMMERCIAL, TO ALLOW

AN AUTOMOBILE REPAIR AND SERVICE FACILITY

File No.: RC96-05 & CUP96-07

A public hearing on this request will be held at
7:30 PM on WEDNESDAY, AUGUST 21, 1996 in the

Board of Supervisors Chambers, Stafford County Government Center. For additional information contact: Office of Planning, Administration Center, 659-8668.

PUBLIC HEARING

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, CARLTON W. SIMMS, at present residing at 2013 Plan Road, Fredericksburg, Virginia 22401, have made, constituted and appointed, and by these presents do make, constitute and appoint Hunton Associates, L.L.C., a Virginia limited liability company, or its attorney, my true and lawful attorney-in-fact (hereinafter "our attorney") who is hereby authorized for me and in my name:

1. To execute, acknowledge, agree to and deliver any and all applications, agreements and documents, including, but not limited to, an application for site plan approval or proffered conditions to be placed on the property, relating to or necessary to meeting any of the conditions of a purchase agreement entered into between myself and Hunton Associates, L.L.C., a Virginia limited liability company, dated May 4, 1996, attached hereto as Exhibit A, in connection with the purchase/sale of my property containing approximately seven and one-half acres (7.5), located on Route 3, Stafford County, Virginia, more particularly described as Tax Map 58, Parcel 9; and

2. This Power of Attorney shall not terminate upon my disability.

3. I hereby confirm all lawful acts done by my attorney pursuant to this Power of Attorney. An affidavit executed by my attorney, setting forth that he has not, or had not, at the time of doing any act pursuant to this Power of Attorney, received actual knowledge or actual notice of the revocation or termination of this Power of Attorney or notice of any facts indicating the same, shall, in the absence of fraud participated in by the person or persons acting in reliance upon this Power of Attorney, be conclusive proof of the nonrevocation or nontermination of this Power of Attorney at such time, except as specifically set forth below. I further declare that as against me or persons claiming under me, everything which my attorney shall do pursuant to this Power of Attorney shall be valid and binding in favor of any person or entity claiming the benefit hereof who has not received actual notice of my death and who has not received actual written notice that this Power of Attorney has been revoked.

4. This instrument may be executed in more than one counterpart, any one of which shall, for all purposes, be deemed an original.

5. This Power of Attorney shall terminate 150 days from the date of its execution.

WITNESS the following signature and seal this 4 day of May, 1996.

Carlton W. Simms
June

Carlton W. Simms [SEAL]
CARLTON W. SIMMS

STATE OF Virginia
CITY/COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me this 4th
day of June, 1996 by Carlton W. Simms.

My commission expires: October 31, 2000

Margaret M. Roach
Notary Public

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Exhibit A

Stafford 1
Route 3

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement") is made and entered into as of May 4, 1996, by and between CARLTON W. SIMMS ("Seller") and HUNTON ASSOCIATES, L.L.C., a Virginia limited liability company and/or its assigns ("Purchaser").

In consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Sale and Purchase. Seller shall sell and Purchaser shall purchase, subject to the terms and conditions herein, the tract of land with all improvements thereon and appurtenances thereto belonging containing approximately 7.5 acres, located on Route 3, Stafford County, Virginia, more particularly described as Tax Map 58, Parcel 9 (the "Land"), with the approximate boundary lines set forth on the sketch attached hereto and made a part hereof in Exhibit A. However, subject to Seller's and Purchaser's mutual acceptance which shall not be unreasonably withheld, the exact acreage and boundaries of the Land shall be determined by Purchaser during the feasibility study period. The last date on which Seller or Purchaser executes this Purchase Agreement shall be hereinafter referred to as the "Commencement Date".

2. Purchase Price. The purchase price for the Land shall be [REDACTED] and payable as follows:
(a) [REDACTED] net deposit paid to the Escrow Agent within ten (10) days after the Commencement Date and deposited in a non-interest bearing account (the "Deposit"), and

(b) The balance due at closing g.

3. Feasibility Study.

(a) For a period of ninety (90) ~~one hundred eighty (180)~~ days from the Commencement Date, Purchaser shall have the right to enter onto the Land at reasonable times to conduct wetlands studies, soil borings and analysis, water and sewer location,

fifty foot topo, survey,

[Handwritten signatures and initials in the bottom right corner, including "GTA" and "GTA"]

One
John

availability and any other engineering, ^{Phase One} or environmental studies, and title search and surveys which in its sole discretion it determines are necessary. Purchaser shall also have the right during said ^{Ninety (90)} ~~one hundred eighty (180)~~ day period to make any and all other tests studies, or analysis, in order to determine the feasibility of this transaction. In the event that Purchaser determines that the Land is not appropriate for development in accordance with its intentions or that the Land is not appropriate for development as a result of title defect or environmental contamination, Purchaser may, upon written notice to the Seller within said ^{Ninety 90} ~~one hundred eighty (180)~~ days, void this agreement and Escrow Agent shall return to Purchaser the Deposit.

4. Closing Date. Closing shall take place at a time and place mutually agreeable to both parties, which date shall be no later than thirty (30) days after receipt of approval of all necessary site, grading, and utilities plans, but not later than ^{one hundred} ~~two hundred~~ ^{twenty (20)} ~~forty (240)~~ days from the Commencement Date; however, if Purchaser has adhered in good faith to the terms and conditions of this Agreement and is in pursuit of the site plan approvals, Seller shall grant Purchaser one (1) thirty (30) day extension periods to close within. If Purchaser has not obtained site grading and utilities plans approval or Seller cannot convey clear and marketable fee simple title to the Land within the said ^{one} ~~two~~ ^{hundred forty 20} ~~hundred forty (240)~~ day and extension period(s), this Agreement shall automatically expire if Closing has not occurred within ^{one hundred fifty (50)} ~~two hundred seventy (270)~~ days after the Commencement Date.

One
John

5. Title Insurance. Purchaser shall obtain the Title Insurance commitment (the "Commitment") issued by an insurance company (the "Title Company") regularly doing business in the Commonwealth of Virginia and reasonably satisfactory to the Purchaser. In the event the Commitment reveals any title defects that are not acceptable to the Purchaser, Purchaser will notify the Seller in writing of such defects. The Seller shall have no obligation to, but may at its election, immediately cure such defects; provided, however, if the Seller elects not to cure such defects, the Purchaser shall have the right to either cure such defect with an abatement in Purchase Price or terminate this Agreement and Escrow Agent shall return the Deposit to Purchaser and neither party shall have any further claims against the other.

6. Title and Deed. At the Closing, Seller shall convey to Purchaser, by General Warranty Deed in a form acceptable to Purchaser, marketable fee simple title to the Land free and clear of any and all encumbrances, subject only to the standard permitted exceptions and existing easements. At the closing, Purchaser shall also be able to obtain, a standard form ALTA Owner's Title Insurance Policy (the "Policy") issued by the Title Company, insuring marketable fee simple title to Purchaser in the full amount of the Purchase Price and containing no exceptions or conditions other than the standard permitted exceptions.

7. Condemnation. If, prior to the Closing, all or any part of the Land shall be condemned by governmental or other lawful authority, Purchaser shall have the option of; (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) canceling this Agreement, in which event this Agreement shall be terminated with neither party having any rights against the other and the Deposit refunded to Purchaser.

8. Taxes and Assessments. Real property taxes, water rates and sewer charges and rent, if any, shall be prorated and adjusted to the date of Closing. Taxes for all prior years shall be paid by Seller, including Virginia "rollback" taxes. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured shall be paid in full by Seller. All other assessments shall be paid by Purchaser. Both parties agree to execute any tax returns or forms required to be filed in connection with any such taxes.

9. Default by Purchaser. If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Purchaser, Seller may, as its sole and exclusive remedy, rescind this Agreement and the Escrow Agent shall give the Deposit to Seller as liquidated damages.

10. Default by Seller. If Seller fails or refuses to comply fully with the terms of this Agreement, because of unmerchantability of title to Land or for any other cause, Purchaser may, at its option, (a) proceed with this Agreement and purchase the Land, subject to a mutually acceptable abatement in the Purchase Price, or (b) pursue any other legal or equitable remedy, including without limitation a suit for specific performance.

11. Brokerage Fees. Seller shall pay to Dunn Commercial Properties, Inc. a real estate commission fee of SIX (6) percent of the Purchase Price at closing. Each party represents and warrants to the other that neither has taken any action which would give rise to a commission or brokerage fee being due as a result of the transfer of the Property and each party agrees to indemnify and hold the other party harmless from and against claims made for a commission due arising from such party's actions.

12. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by certified or registered mail or by facsimile addressed as follows: If to Purchaser, Hunton Associates, L.L.C., P.O. Box 200, Lynchburg, VA 24505; If to Seller, Carlton, Ltd., c/o Carlton W. Simms, 2013 Plank Road, Fredericksburg, VA 22401.

13. Assignment. This Purchase Agreement is assignable without prior written consent of Seller.

14. Closing Costs. Notwithstanding anything to the contrary contained herein, the Closing costs shall be paid as follows:

By Seller:

- (a) Expenses of placing title in proper condition;
- (b) Preparation of General Warranty Deed;
- (c) Revenue stamps or Grantor's tax;

By Purchaser:

- (a) Preparation of Mortgage, Deed of Trust or other applicable financing instruments;
- (b) Recording fees and Grantee's Tax; and
- (c) Title insurance examination and premium.

15. Conditions. The obligations of Purchaser under this Agreement are subject to the satisfaction on or before the Closing of all conditions contained in this Agreement, including each of the following: (1) Seller shall have performed all of its covenants contained in this Agreement, and all of Seller's representations and warranties contained in this Agreement shall be true and accurate in all respects. (2) Purchaser's approval of Seller's title to the Land and any encroachment, defect, private restrictions, or other matter

affecting the status of title to the Land except for matters approved or deemed approved by Purchaser. In addition, the title insurance company conducting the title examination shall be prepared to issue to Purchaser, at standard rates, owner's title insurance policy in the amount of the Purchase Price. (3) Seller shall not enter into any agreements, leases, or other undertakings with respect to the Land, or any part thereof. (4) Seller shall not submit or file any applications in any way related to the zoning or annexation of the Land or any applicable master plan or comprehensive plan other than those prepared or approved by Purchaser in writing. (5) Seller shall promptly furnish Purchaser with a certified land survey. (6) From the date hereof until the Closing, there shall not have occurred any material change to, or deterioration of the title to or the physical condition of the Land, or any part thereof. (7) No condemnation or similar action or proceeding shall have been threatened or instituted against the Land or any portion thereof. (8) There shall not be in effect or threatened any legal impediment whatsoever, including any governmentally-imposed moratorium, law, regulation, ordinance, ruling, rule, or order, that could restrict, impede, or substantially delay Purchaser in the development of the Land. (9) The Land shall be free from hazardous waste and any hazardous substances including friable asbestos in any improvement. (10) All utility services including water, gas, electrical, storm sewer, and sanitary sewer to the Land can be made available with sufficient capacity and at a economically feasible cost. (11) Purchaser shall have obtained zoning and all site plan approvals required to develop its proposed usage and related improvements on the Land.

16. Entire Agreement. This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

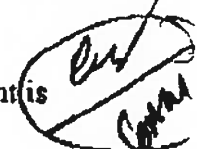
17. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

18. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

19. Counterparts. This Agreement shall be executed in two or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

20. Survival. All of the representations, warranties, covenants and agreement made in, or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

21. Seller has until May ⁵ 1, 1996 to execute this agreement or this agreement is null and void. 

22. Prevailing Party. If either party commences an action against the other party whether at law or in equity arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of the suit.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate as of the day and year first above written.

SELLER:

CARLTON W. SIMMONS
CARLTON, LTD.

By: Carlton W. Simmons
Its: Owner

Date of Acceptance: 5-4-96

WITNESS OR ATTEST:

[Signature]

PURCHASER:

HUNTON ASSOCIATES, L.L.C., a
Virginia limited liability company

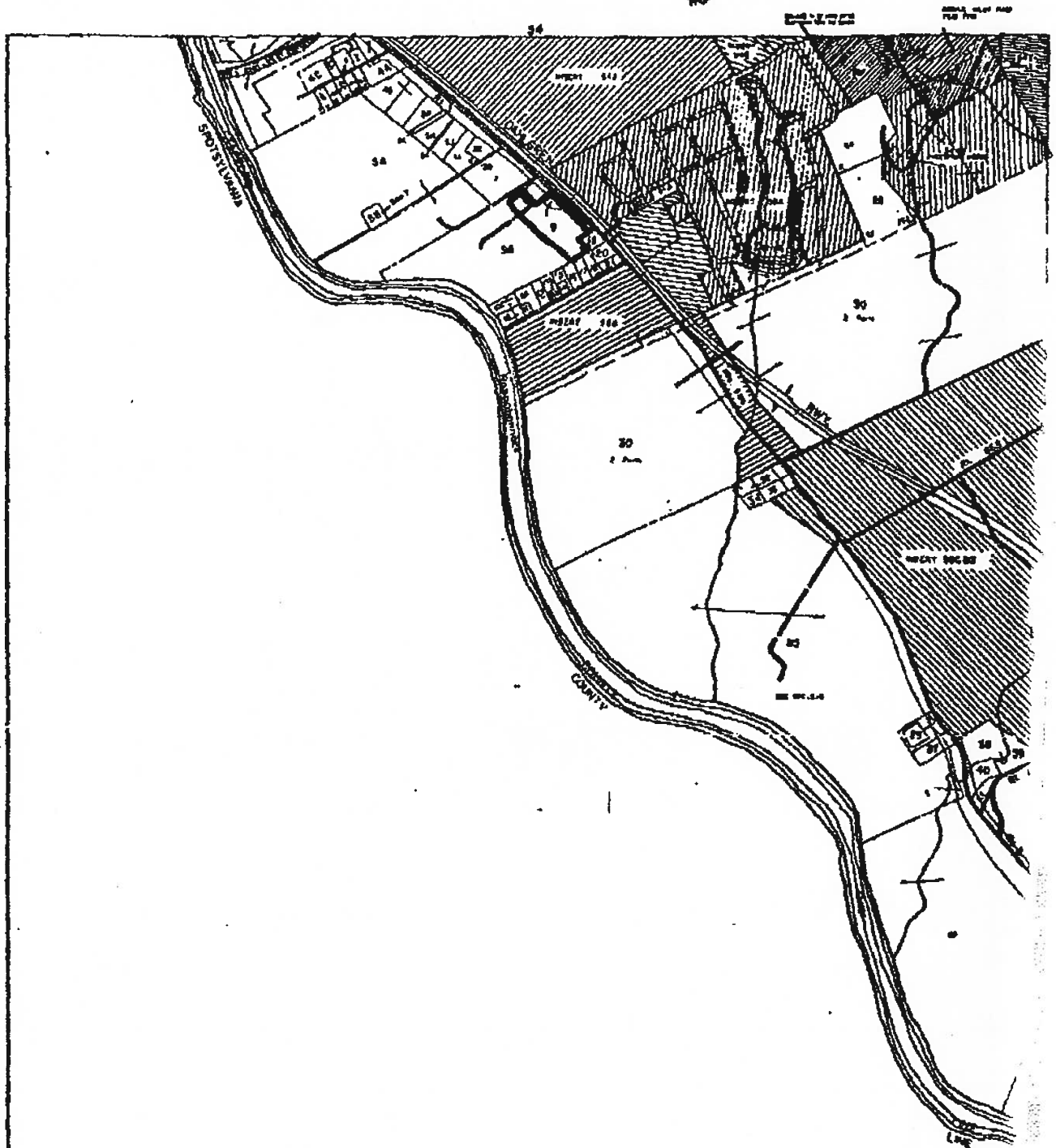
By: George A. Mehford, III
Its: Manager

Date of Acceptance: 4/24/96

WITNESS OR ATTEST:

[Signature]

STAFFORD COUNTY



LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, CARLTON W. SIMMS, at present residing at 2013 Plan Road, Fredericksburg, Virginia 22401, have made, constituted and appointed, and by these presents do make, constitute and appoint Hunton Associates, L.L.C., a Virginia limited liability company, or its attorney, my true and lawful attorney-in-fact (hereinafter "our attorney") who is hereby authorized for me and in my name:

1. To execute, acknowledge, agree to and deliver any and all applications, agreements and documents, including, but not limited to, an application for site plan approval or proffered conditions to be placed on the property, relating to or necessary to meeting any of the conditions of a purchase agreement entered into between myself and Hunton Associates, L.L.C., a Virginia limited liability company, dated May 4, 1996, attached hereto as Exhibit A, in connection with the purchase/sale of my property containing approximately seven and one-half acres (7.5), located on Route 3, Stafford County, Virginia, more particularly described as Tax Map 58, Parcel 9; and

2. This Power of Attorney shall not terminate upon my disability.

3. I hereby confirm all lawful acts done by my attorney pursuant to this Power of Attorney. An affidavit executed by my attorney, setting forth that he has not, or had not, at the time of doing any act pursuant to this Power of Attorney, received actual knowledge or actual notice of the revocation or termination of this Power of Attorney or notice of any facts indicating the same, shall, in the absence of fraud participated in by the person or persons acting in reliance upon this Power of Attorney, be conclusive proof of the nonrevocation or nontermination of this Power of Attorney at such time, except as specifically set forth below. I further declare that as against me or persons claiming under me, everything which my attorney shall do pursuant to this Power of Attorney shall be valid and binding in favor of any person or entity claiming the benefit hereof who has not received actual notice of my death and who has not received actual written notice that this Power of Attorney has been revoked.

4. This instrument may be executed in more than one counterpart, any one of which shall, for all purposes, be deemed an original.

5. This Power of Attorney shall terminate 150 days from the date of its execution.

WITNESS the following signature and seal this 4 day of May, 1996.

CSW
Tuna

Carlton W. Simms [SEAL]
CARLTON W. SIMMS

STATE OF Virginia
CITY/COUNTY OF Stafford, to-wit:

The foregoing instrument was acknowledged before me this 4th
day of June, 1996 by Carlton W. Simms.

My commission expires: October 31, 2000

Margaret M. Roach
Notary Public

e:\wms\lib\kay\ddu\w\257457.02

Exhibit A

Stafford 1
Route 3

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement") is made and entered into as of May 4, 1996, by and between CARLTON W. SIMMS ("Seller") and HUNTON ASSOCIATES, L.L.C., a Virginia limited liability company and/or its assigns ("Purchaser").

In consideration of the mutual covenants and conditions set forth herein, the parties hereto agree as follows:

1. Sale and Purchase. Seller shall sell and Purchaser shall purchase, subject to the terms and conditions herein, the tract of land with all improvements thereon and appurtenances thereto belonging containing approximately 7.5 acres, located on Route 3, Stafford County, Virginia, more particularly described as Tax Map 58, Parcel 9 (the "Land"), with the approximate boundary lines set forth on the sketch attached hereto and made a part hereof in Exhibit A. However, subject to Seller's and Purchaser's mutual acceptance which shall not be unreasonably withheld, the exact acreage and boundaries of the Land shall be determined by Purchaser during the feasibility study period. The last date on which Seller or Purchaser executes this Purchase Agreement shall be hereinafter referred to as the "Commencement Date".

2. Purchase Price. The purchase price for the Land shall be [REDACTED] (the "Purchase Price") and payable as follows:

(a) [REDACTED] earnest deposit paid to the Escrow Agent within ten (10) days after the Commencement Date and deposited in a non-interest bearing account (the "Deposit"), and

(b) The balance due at closing.

3. Feasibility Study.

(a) For a period of ninety (90) days from the Commencement Date, Purchaser shall have the right to enter onto the Land at reasonable times to conduct wetlands studies, soil borings and analysis, water and sewer location,

fifty foot topo, survey,

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GM

One
John

availability and any other engineering, ^{phase One} environmental studies, and title search and surveys which in its sole discretion it determines are necessary. Purchaser shall also have the right during said ^{ninety (90)} ~~one hundred eighty (180)~~ day period to make any and all other tests studies, or analysis, in order to determine the feasibility of this transaction. In the event that Purchaser determines that the Land is not appropriate for development in accordance with its intentions or that the Land is not appropriate for development as a result of title defect or environmental contamination, Purchaser may, upon written notice to the Seller within said ^{ninety (90)} ~~one hundred eighty (180)~~ days, void this agreement and Escrow Agent shall return to Purchaser the Deposit.

4. Closing Date. Closing shall take place at a time and place mutually agreeable to both parties, which date shall be no later than thirty (30) days after receipt of approval of all necessary site, grading, and utilities plans, but not later than ^{one hundred} ~~two hundred~~ ^{twenty (20)} ~~forty (40)~~ days from the Commencement Date; however, if Purchaser has adhered in good faith to the terms and conditions of this Agreement and is in pursuit of the site plan approvals, Seller shall grant Purchaser one (1) thirty (30) day extension periods to close within. If Purchaser has not obtained site grading and utilities plans approval or Seller cannot convey clear and marketable fee simple title to the Land within the said ^{one} ~~two~~ ^{hundred forty (40)} ~~day~~ and extension period(s), this Agreement shall automatically expire if Closing has not occurred within ^{one hundred fifty (50)} ~~two hundred seventy (270)~~ days after the Commencement Date.

One
John

5. Title Insurance. Purchaser shall obtain the Title Insurance commitment (the "Commitment") issued by an insurance company (the "Title Company") regularly doing business in the Commonwealth of Virginia and reasonably satisfactory to the Purchaser. In the event the Commitment reveals any title defects that are not acceptable to the Purchaser, Purchaser will notify the Seller in writing of such defects. The Seller shall have no obligation to, but may at its election, immediately cure such defects; provided, however, if the Seller elects not to cure such defects, the Purchaser shall have the right to either cure such defect with an abatement in Purchase Price or terminate this Agreement and Escrow Agent shall return the Deposit to Purchaser and neither party shall have any further claims against the other.

6. Title and Deed. At the Closing, Seller shall convey to Purchaser, by General Warranty Deed in a form acceptable to Purchaser, marketable fee simple title to the Land free and clear of any and all encumbrances, subject only to the standard permitted exceptions and existing easements. At the closing, Purchaser shall also be able to obtain, a standard form ALTA Owner's Title Insurance Policy (the "Policy") issued by the Title Company, insuring marketable fee simple title to Purchaser in the full amount of the Purchase Price and containing no exceptions or conditions other than the standard permitted exceptions.

7. Condemnation. If, prior to the Closing, all or any part of the Land shall be condemned by governmental or other lawful authority, Purchaser shall have the option of; (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) canceling this Agreement, in which event this Agreement shall be terminated with neither party having any rights against the other and the Deposit refunded to Purchaser.

8. Taxes and Assessments. Real property taxes, water rates and sewer charges and rent, if any, shall be prorated and adjusted to the date of Closing. Taxes for all prior years shall be paid by Seller, including Virginia "rollback" taxes. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured shall be paid in full by Seller. All other assessments shall be paid by Purchaser. Both parties agree to execute any tax returns or forms required to be filed in connection with any such taxes.

9. Default by Purchaser. If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Purchaser, Seller may, as its sole and exclusive remedy, rescind this Agreement and the Escrow Agent shall give the Deposit to Seller as liquidated damages.

10. Default by Seller. If Seller fails or refuses to comply fully with the terms of this Agreement, because of unmerchantability of title to Land or for any other cause, Purchaser may, at its option, (a) proceed with this Agreement and purchase the Land, subject to a mutually acceptable abatement in the Purchase Price, or (b) pursue any other legal or equitable remedy, including without limitation a suit for specific performance.

11. Brokerage Fees. Seller shall pay to Dunn Commercial Properties, Inc. a real estate commission fee of SIX (6) percent of the Purchase Price at closing. Each party represents and warrants to the other that neither has taken any action which would give rise to a commission or brokerage fee being due as a result of the transfer of the Property and each party agrees to indemnify and hold the other party harmless from and against claims made for a commission due arising from such party's actions.

12. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be sent by certified or registered mail or by facsimile addressed as follows: If to Purchaser, Hutton Associates, L.L.C., P.O. Box 200, Lynchburg, VA 24505; If to Seller, Carlton, Ltd., c/o Carlton W. Simms, 2013 Plank Road, Fredericksburg, VA 22401.

13. Assignment. This Purchase Agreement is assignable without prior written consent of Seller.

14. Closing Costs. Notwithstanding anything to the contrary contained herein, the Closing costs shall be paid as follows:

By Seller:

- (a) Expenses of placing title in proper condition;
- (b) Preparation of General Warranty Deed;
- (c) Revenue stamps or Grantor's tax;

By Purchaser:

- (a) Preparation of Mortgage, Deed of Trust or other applicable financing instruments;
- (b) Recording fees and Grantee's Tax; and
- (c) Title insurance examination and premium.

15. Conditions. The obligations of Purchaser under this Agreement are subject to the satisfaction on or before the Closing of all conditions contained in this Agreement, including each of the following: (1) Seller shall have performed all of its covenants contained in this Agreement, and all of Seller's representations and warranties contained in this Agreement shall be true and accurate in all respects. (2) Purchaser's approval of Seller's title to the Land and any encroachment, defect, private restrictions, or other matter

affecting the status of title to the Land except for matters approved or deemed approved by Purchaser. In addition, the title insurance company conducting the title examination shall be prepared to issue to Purchaser, at standard rates, owner's title insurance policy in the amount of the Purchase Price. (3) Seller shall not enter into any agreements, leases, or other undertakings with respect to the Land, or any part thereof. (4) Seller shall not submit or file any applications in any way related to the zoning or annexation of the Land or any applicable master plan or comprehensive plan other than those prepared or approved by Purchaser in writing. (5) Seller shall promptly furnish Purchaser with a certified land survey. (6) From the date hereof until the Closing, there shall not have occurred any material change to, or deterioration of the title to or the physical condition of the Land, or any part thereof. (7) No condemnation or similar action or proceeding shall have been threatened or instituted against the Land or any portion thereof. (8) There shall not be in effect or threatened any legal impediment whatsoever, including any governmentally-imposed moratorium, law, regulation, ordinance, ruling, rule, or order, that could restrict, impede, or substantially delay Purchaser in the development of the Land. (9) The Land shall be free from hazardous waste and any hazardous substances including friable asbestos in any improvement. (10) All utility services including water, gas, electrical, storm sewer, and sanitary sewer to the Land can be made available with sufficient capacity and at a economically feasible cost. (11) Purchaser shall have obtained zoning and all site plan approvals required to develop its proposed usage and related improvements on the Land.

16. Entire Agreement. This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

17. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

18. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

19. Counterparts. This Agreement shall be executed in two or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

20. Survival. All of the representations, warranties, covenants and agreement made in, or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

21. Seller has until May ⁵~~X~~, 1996 to execute this agreement or this agreement is null and void. (circled stamp:
 5/5/96
 5/5/96)

22. Prevailing Party. If either party commences an action against the other party whether at law or in equity arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of the suit.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate as of the day and year first above written.

SELLER:

CARLTON W. SIMMONS
CARLTON, LTD.

By: Carlton W. Simmons

Its: Owner

Date of Acceptance: 5-4-96

WITNESS OR ATTEST:

[Signature]

PURCHASER:

HUNTON ASSOCIATES, L.L.C., a
Virginia limited liability company

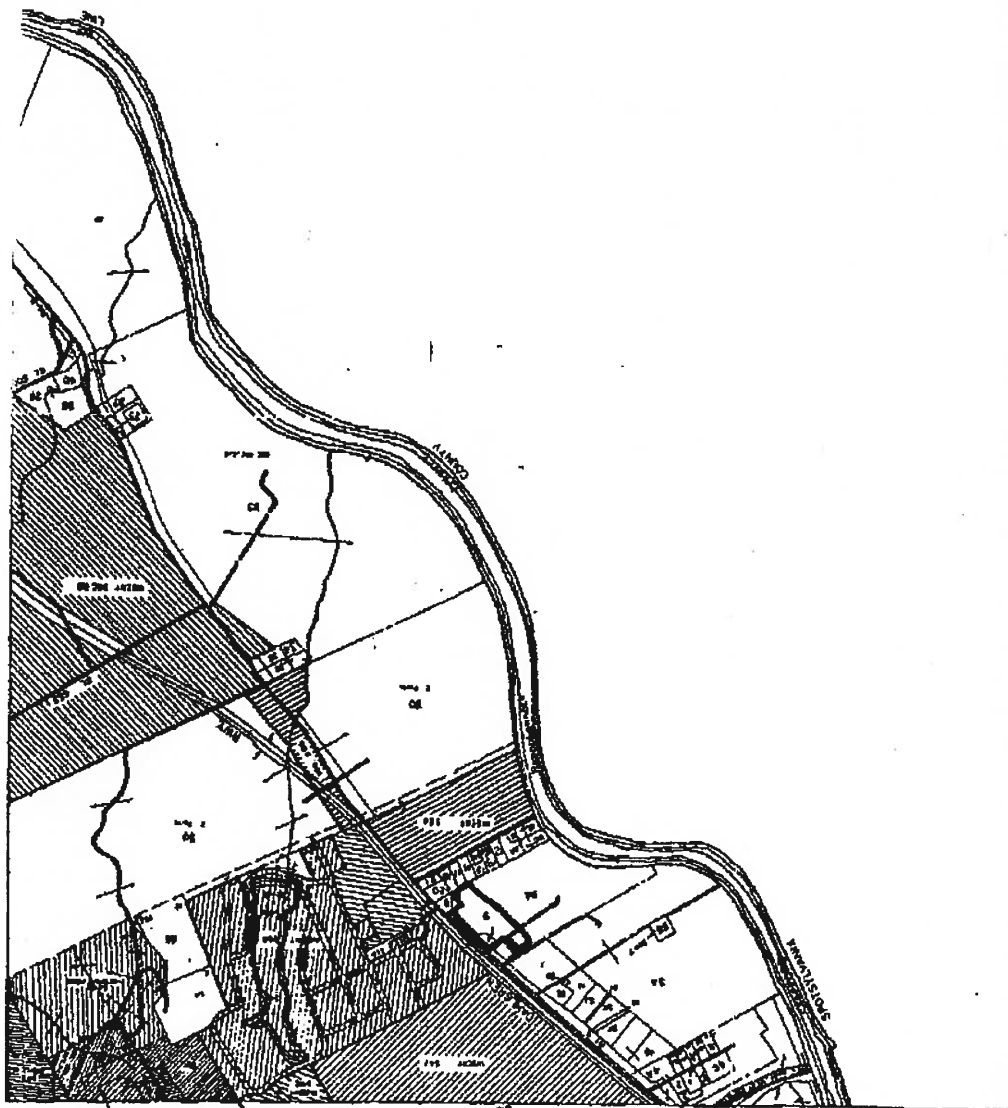
By: George A. Mehford, III

George A. Mehford, III
Its: Manager

Date of Acceptance: 4/24/96

WITNESS OR ATTEST:

[Signature]



STAFFORD COUNTY

LIMITED POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

I, A. Gordon Willits Jr., as President of CULPEPER STONE CO., INC. (the "Corporation"), whose corporate address is P.O. Box 1448, Culpeper, Virginia 22701-6448, and pursuant to the necessary and appropriate corporate resolutions have made, constituted and appointed, and by these presents do make, constitute and appoint Hunton Associates, L.L.C., a Virginia limited liability company, or its attorney attorney-in-fact of the Corporation (hereinafter "our attorney") who is hereby authorized for the corporation and in its name:

1. To execute, acknowledge, agree to and deliver any and all applications, agreements and documents, including, but not limited to, an application for rezoning, an application for site plan approval or proffered conditions to be placed on the property in order to obtain satisfactory zoning of the property, relating to or necessary to meeting any of the conditions of a certain purchase agreement entered into between the Corporation and Hunton Associates, L.L.C., a Virginia limited liability company, dated April 24, 1996, attached hereto as Exhibit A, in connection with the purchase/sale of the Corporations property containing approximately 33.29 acres, located south of Route 3, Stafford County, Virginia, more particularly described as Tax Map 58, Parcel 9A; and

2. I hereby confirm all lawful acts done by the Corporations attorney pursuant to this Power of Attorney. An affidavit executed by the Corporations attorney, setting forth that he has not, or had not, at the time of doing any act pursuant to this Power of Attorney, received actual knowledge or actual notice of the revocation or termination of this Power of Attorney or notice of any facts indicating the same, shall, in the absence of fraud participated in by the person or persons acting in reliance upon this Power of Attorney, be conclusive proof of the nonrevocation or nontermination of this Power of Attorney at such time, except as specifically set forth below. On behalf of the Corporation I further declare that as against the Corporation or persons claiming under the Corporation, everything which the Corporations attorney shall do pursuant to this Power of Attorney shall be valid and binding in favor of any person or entity claiming the benefit hereof who has not received actual notice of the dissolution of the Corporation and who has not received actual written notice that this Power of Attorney has been revoked.

3. This instrument may be executed in more than one counterpart, any one of which shall, for all purposes, be deemed an original.

4. This Power of Attorney shall terminate 150 days from

WITNESS the following signature and seal this 30th day of May, 1996.

By: A. Gordon Willis, Jr. [SEAL]
Name: A Gordon Willis, Jr.
Title: President

The foregoing instrument was acknowledged before me this 3rd day of June, 1996 by A. Gordon Willis, Jr., as President of Culpeper Stone Co., Inc., on behalf of the corporation.

1/3/2000
Carole W. Stone
 Notary Public

Exhibit A

Stafford 2
Route 3

PURCHASE AGREEMENT

This PURCHASE AGREEMENT (the "Agreement") is made and entered into as of April 24, 1996, by and between CULPEPER STONE CO., INC. ("Seller") and HUNTON ASSOCIATES, L.L.C., a Virginia limited liability company and/or its assigns ("Purchaser").

In consideration of the mutual covenants and conditions set forth herein, the parties here to agree as follows:

1. Sale and Purchase. Seller shall sell and Purchaser shall purchase, subject to the terms and conditions herein, the tract of land with all improvements thereon and appurtenances thereto belonging containing approximately 33.29 acres, located south of Route 3, Stafford County, Virginia, more particularly described as Tax Map 58, Parcel 9A (the "Land"), with the approximate boundary lines set forth on the sketch attached hereto and made a part hereof in Exhibit A. ~~However, subject to Seller's and Purchaser's mutual acceptance which shall not be unreasonably withheld, the exact acreage and boundaries of the Land shall be determined by Purchaser during the feasibility study period.~~ The last date on which Seller or Purchaser executes this Purchase Agreement shall be hereinafter referred to as the "Commencement Date".

2. Purchase Price. The purchase price for the Land shall be ~~_____~~ with the exact acreage to be determined by a mutually acceptable survey (the "Purchase Price") and payable as follows:

(a) ~~_____~~ earnest deposit paid to the Escrow Agent within ten (10) days after the Commencement Date and deposited in a non-interest bearing account (the "Deposit"), and

(b) The balance due at closing.

3. Feasibility Study.

(a) For a period of one hundred eighty (180) days from the Commencement Date, Purchaser shall have the right to enter onto the Land at reasonable

times to conduct wetlands studies, soil borings and analysis, water and sewer location availability and any other engineering, or environmental studies, and title search and surveys which in its sole discretion it determines are necessary. Purchaser shall also have the right during said one hundred eighty (180) day period to make any and all other tests studies, or analysis, in order to determine the feasibility of this transaction. In the event that Purchaser determines that the Land is not appropriate for development in accordance with its intentions or that the Land is not appropriate for development as a result of title defect or environmental contamination, Purchaser may, upon written notice to the Seller within said one hundred eighty (180) days, void this agreement and Escrow Agent shall return to Purchaser the Deposit.

4. Closing Date. Closing shall take place at a time and place mutually agreeable to both parties, which date shall be no later than thirty (30) days after receipt of approval of all necessary site, grading, and utilities plans, but not later than two hundred forty (240) days from the Commencement Date; however, if Purchaser has adhered in good faith to the terms and conditions of this Agreement and is in pursuit of the site plan approvals, Seller shall grant Purchaser one (1) thirty (30) day extension periods to close within. If Purchaser has not obtained site grading and utilities plans approval or Seller cannot convey clear and marketable fee simple title to the Land within the said two hundred forty (240) day and extension period(s), this Agreement shall automatically expire if Closing has not occurred within two hundred seventy (270) days after the Commencement Date.

5. Title Insurance. Purchaser shall obtain the Title Insurance commitment (the "Commitment") issued by an insurance company (the "Title Company") regularly doing business in the Commonwealth of Virginia and reasonably satisfactory to the Purchaser. In the event the Commitment reveals any title defects that are not acceptable to the Purchaser, Purchaser will notify the Seller in writing of such defects. The Seller shall have no obligation to, but may at its election, immediately cure such defects; provided, however, if the Seller elects not to cure such defects, the Purchaser shall have the right to either cure such defect with an abatement in Purchase Price or terminate this Agreement and Escrow Agent shall return the Deposit to Purchaser and neither party shall have any further claims against the other.

2/5/14
GAM

6. Title and Deed. At the Closing, Seller shall convey to Purchaser, by General Warranty Deed in a form acceptable to Purchaser, marketable fee simple title to the Land free and clear of any and all encumbrances, subject only to the standard permitted exceptions and existing easements. At the closing, Purchaser shall also be able to obtain, a standard form ALTA Owner's Title Insurance Policy (the "Policy") issued by the Title Company, insuring marketable fee simple title to Purchaser in the full amount of the Purchase Price and containing no exceptions or conditions other than the standard permitted exceptions.

7. Condemnation. If, prior to the Closing, all or any part of the Land shall be condemned by governmental or other lawful authority, Purchaser shall have the option of; (a) completing the purchase, in which event all condemnation proceeds or claims thereof shall be assigned to Purchaser, or (b) canceling this Agreement, in which event this Agreement shall be terminated with neither party having any rights against the other and the Deposit refunded to Purchaser.

8. Taxes and Assessments. Real property taxes, water rates and sewer charges and rent, if any, shall be prorated and adjusted to the date of Closing. Taxes for all prior years shall be paid by Seller, including Virginia "rollback" taxes. Assessments, either general or special, for improvements completed prior to the date of Closing, whether matured or unmatured shall be paid in full by Seller. All other assessments shall be paid by Purchaser. Both parties agree to execute any tax returns or forms required to be filed in connection with any such taxes.

9. Default by Purchaser. If Purchaser shall default in the performance of any terms and conditions of this Agreement, or if the Closing shall not occur through the fault of Purchaser, Seller may, as its sole and exclusive remedy, rescind this Agreement and the Escrow Agent shall give the Deposit to Seller as liquidated damages.

10. Default by Seller. If Seller fails or refuses to comply fully with the terms of this Agreement, because of unmerchantability of title to Land or for any other cause, Purchaser may, at its option, (a) proceed with this Agreement and purchase the Land, or (b) pursue any other legal or equitable remedy, including without limitation a suit for specific performance.

11. Brokerage Fees. Seller shall pay to Dunn Commercial Properties, Inc. a real estate commission fee of Five percent of the Purchase Price at closing. Each party represents and warrants to the other that neither has taken any action which would give rise to a commission or brokerage fee being due as a result of the transfer of the Property and each party agrees to indemnify and hold the other party harmless from and against claims made for a commission due arising from such party's actions.

12. Notices. All notices and other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand, by registered mail, or by facsimile addressed as follows: If to Purchaser, Hunton Associates, L.L.C., P.O. Box 200, Lynchburg, VA 24505; If to Seller, Culpeper Stone Co., Inc., c/o Gordon Willis, P.O. Box 1448, Culpeper, VA 22701-6448.

13. Assignment. This Purchase Agreement is assignable without prior written consent of Seller.

14. Closing Costs. Notwithstanding anything to the contrary contained herein, the Closing costs shall be paid as follows:

By Seller:

- (a) Expenses of placing title in proper condition;
- (b) Preparation of General Warranty Deed;
- (c) Revenue stamps or Grantor's tax;

By Purchaser:

- (a) Preparation of Mortgage, Deed of Trust or other applicable financing instruments;
- (b) Recording fees and Grantee's Tax; and
- (c) Title insurance examination and premium.

15. Conditions. The obligations of Purchaser under this Agreement are subject to the satisfaction on or before the Closing of all conditions contained in this Agreement, including each of the following: (1) Seller shall have performed all of its covenants contained in this Agreement, and all of Seller's representations and warranties contained in this Agreement shall be true and accurate in all respects. (2) Purchaser's approval of Seller's title to the Land and any encroachment, defect, private restrictions, or other matter

affecting the status of title to the Land except for matters approved or deemed approved by Purchaser. In addition, the title insurance company conducting the title examination shall be prepared to issue to Purchaser, at standard rates, owner's title insurance policy in the amount of the Purchase Price. (3) Seller shall not enter into any agreements, leases, or other undertakings with respect to the Land, or any part thereof. (4) Seller shall not submit or file any applications in any way related to the zoning or annexation of the Land or any applicable master plan or comprehensive plan other than those prepared or approved by Purchaser in writing. (5) Seller shall promptly furnish Purchaser with a certified land survey. (6) From the date hereof until the Closing, there shall not have occurred any material change to, or deterioration of the title to or the physical condition of the Land, or any part thereof. (7) No condemnation or similar action or proceeding shall have been threatened or instituted against the Land or any portion thereof. (8) There shall not be in effect or threatened any legal impediment whatsoever, including any governmentally-imposed moratorium, law, regulation, ordinance, ruling, rule, or order, that could restrict, impede, or substantially delay Purchaser in the development of the Land. (9) The Land shall be free from hazardous waste and any hazardous substances including friable asbestos in any improvement. (10) All utility services including water, gas, electrical, storm sewer, and sanitary sewer to the Land can be made available with sufficient capacity and at a economically feasible cost. (11) Purchaser shall have obtained zoning and all site plan approvals required to develop its proposed usage and related improvements on the Land.

16. Entire Agreement. This Agreement contains the entire agreement between Seller and Purchaser, and there are no other terms, conditions, promises, undertakings, statements or representations, expressed or implied, concerning the sale contemplated by this Agreement.

17. Modifications. The terms of this Agreement may not be amended, waived or terminated orally, but only by an instrument in writing signed by the Seller and Purchaser.

18. Successors. This Agreement shall inure to the benefit of and bind the parties hereto and their respective successors and assigns.

19. Counterparts. This Agreement shall be executed in two or more

counterparts, each of which shall be deemed an original, but all of which together shall constitute one of the same instrument.

20. Survival. All of the representations, warranties, covenants and agreement made in, or pursuant to this Agreement made by Seller shall survive the Closing and shall not merge into the Deed or any other document or instrument executed and delivered in connection herewith.

21. Seller has until May 1, 1996 to execute this agreement or this agreement is null and void.

22. Prevailing Party. If either party commences an action against the other party whether at law or in equity arising out of or in connection with this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorney's fees and costs of the suit.

IN WITNESS WHEREOF, the parties have executed this Agreement in triplicate as of the day and year first above written.

SELLER:

CULPEPER STONE CO., INC.

By: [Signature]
Its: President

Date of Acceptance: 5/2/96

WITNESS OR ATTEST:

[Signature]

PURCHASER:

HUNTON ASSOCIATES, L.L.C., a
Virginia limited liability company

By: [Signature]
George A. Mohfoud III
Its: Manager

Date of Acceptance: 4/24/96

WITNESS OR ATTEST:

[Signature]

STAFFORD COUNTY

