

## Criglersville School Property Repurposing Advisory Committee

September 25, 2018 at 7:00 PM (*After the Board of Supervisors meeting adjourns*)

Board Auditorium, 414 N. Main Street

### Proposed Agenda:

1. Discussion and/or approval of the September 11, 2018 meeting minutes
2. Review anticipated timetable/potential committee work plan
3. Discussion on Surplus Sale Preparations
  - a. Time (*October 6; open doors at 8 AM; begin sale process at 10 AM*)
  - b. Advertising (*Notice in the Madison Eagle; article in Madison Eagle; info on County web site; banner sign to be posted on site when received; eblast during week of sale*)
  - c. Format (*High bid on prepared lots; silent auction method*)
4. Discussion on Community Meeting
  - a. Time (*October 9 at 7 PM*)
  - b. Purpose (*Deliver final Committee report in public; required public hearing to precede real estate sale*)
  - c. Advertising plan (*Formal notice in Madison Eagle; info on County web site*)
  - d. Meeting format (*During a Board of Supervisors meeting; public comment after Committee report presentation*)
5. Discussion on Real Estate Disposal Process
6. Grant Funding
  - a. EPA technical assistance officials on-site 8 AM on September 27
  - b. Potential and timing for brownfield study or remediation grant applications
7. Schedule the next meeting

A meeting of the Criglersville School Property Repurposing Advisory Committee was called to order at 7:15 PM on September 11, 2018 in the County Administration Building auditorium at 414 N. Main Street in Madison, VA. Member attendance was as follows:

P	Connie Aylor
P	Daniel Crigler
P	Charles Fisher
P	Lynn Graves
P	Charlotte Hoffman
P	Clay Jackson
Late	Maxwell Lacy

County Administrator Jack Hobbs and Gracie Brooks from the Madison Eagle were present.

A proposed agenda, minutes from the August 14, 2018 meeting and other information was distributed.

On a motion by Mr. Graves that was seconded by Mr. Crigler and carried 6-0, the minutes from the August 14, 2018 meeting were approved according to the following:

Connie Aylor	Aye
Daniel Crigler	Aye
Charles Fisher	Aye
Lynn Graves	Aye
Charlotte Hoffman	Aye
Clay Jackson	Aye
Maxwell Lacy	Absent

Committee members discussed the Targeted Brownfields Site Assessment technical assistance grant [reference Section 104(k) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9604(k)] that had been offered by the EPA for the study of the Criglersville site. The County Administrator was asked to (1) advise the EPA of the timetable envisioned by the Committee for the Criglersville property, (2) determine whether the grant would restrict the County from selling the property or demolishing the building(s) there, (3) whether the grant is tied to demolition or reuse of the property and (4) whether there would be any extraneous commitment to the County imposed as a condition of the grant award.

Mr. Lacy entered the meeting.

After some discussion on a floor price, whether to have an absolute auction, and the zoning/building code/floodplain issues involved, the County Administrator was asked to prepare an RFP that would support the proper disposal of the Criglersville property.

The planned surplus sale at the Criglersville school site was discussed. The County Administrator indicated that it has been scheduled to occur on October 6 with the doors opening and 8 AM and the sale process beginning at 10 AM via a “silent auction” procedure. Advertising in the Madison Eagle, on the County web site and via signage was discussed.

It was reported that a meeting on the potential disposal of the Criglersville site has been scheduled to occur on 7 PM on October 9 and should involve the presentation of the Committee’s final report.

After the group agreed to meet again at 7:30 PM on September 25, 2018 at 414 N. Main Street, the session broke up at about 7:40 PM.

Respectfully Submitted,

Jack Hobbs  
County Administrator

## Criglersville School Property: Anticipated Timetable as of September 23, 2018

### Events to Date

May 8, 2018	Committee members appointed by the Board of Supervisors
May 22, 2018	Adoption of the Committee's charter by the Board of Supervisors
May 23, 2018	Initial Committee meeting; toured Criglersville Elementary School buildings and site
June 7, 2018	Committee discussed potential options; assigned tasks to Committee members
June 19, 2018	Committee heard reports from members; consensus developed to focus on sale and demolition instead of renovation and reuse
July 10, 2018	Committee consensus developed to prioritize staging an auction for the contents and otherwise clean up the building and grounds in preparation for a viewing, a hearing and a good-faith property sale/reuse effort before the County switches to demolition mode; a tentative timetable through October 2018 was established
July 24, 2018	Committee reviewed an auctioneer RFP and site/buildings cleanup plan
August 14, 2018	Committee discussed property uses with Zoning Administrator and realtor procurement. No auctioneer proposals received; one appraisal proposal received and rejected.
September 11, 2018	Discuss preparations for the "yard sale", community meeting and real estate disposal, EPA technical assistance grant.

### Planned Events Criglersville School Property Repurposing Advisory Committee

September 25, 2018	Discuss preparations for the "yard sale", community meeting and real estate disposal, EPA technical assistance and other grants.
September 30, 2018	Goal date for complete buildings and site cleanout/cleanup
October 6	On-site auction for contents of Criglersville property plus surplus items from other County operations as practical. <i>Note that this would be an appropriate time for the building to be open for viewing by the public.</i>
October 9, 2018	Committee report presentation/Community meeting/public hearing
October 10, 2018	Offer the property for sale for 6 months starting October 10
Ongoing	Discuss future use of the site as a County park and appropriate site improvements in the event the property is not sold
TBD	If the sale effort is not successful, develop a bid package for a demolition contractor
TBD	Bid and award a contract for demolition
TBD	Demolition/site restoration

*Note: Current uses of the Criglersville school site include the resettlement monument, the playground and the museum house. The consensus of the Committee members is that the County should consider the "voting house" along with any sale or demolition process it undertakes for the brick school building, and it appears that the Madison County Historical Society would be receptive to the relocation of the polling place to the museum house which would require a public hearing process.*

Items at the Criglersville Elementary School building that appear to have sentimental value:

- The "C" on the stage curtain in the cafetorium
- The sign over the front entrance to the school
- The freestanding sign near the road

Items that need to be retained (moved to storage elsewhere):

- Main Street Christmas decorations (in the "voting house" building)
- After-Prom items (in the voting house building)
- Seats removed from the auditorium at 414 N. Main Street (in the cafetorium)

## **Surplus Sale at Criglersville Elementary School**

Contents of the Criglersville Elementary School (1120 Old Blue Ridge Turnpike) and other surplus items owned by Madison County will be sold to the highest bidder on Saturday, October 6, 2018. Items to be sold include used school furniture, books, equipment and miscellaneous items as well as used office furniture and other items from other Madison County offices. The surplus property may be inspected at the school building when it opens at 8:00 AM on auction day. The sale will commence at 10:00 AM.

Interested individuals are invited to participate in the sale event. Sale procedures and terms of the sale may be viewed at [www.madisonco.virginia.gov](http://www.madisonco.virginia.gov).

Jack Hobbs  
County Administrator

Publish:       September 27, 2018  
                  October 4, 2018

## Notice of Public Sale

The Madison County Board of Supervisors will hold a public hearing at its meeting on October 9, 2018, at 7:00 p.m. at the Board Auditorium at 414 N. Main Street in Madison, Virginia, to take public comment on whether the Board should sell, transfer, or otherwise convey the following:

1. Standing timber on the County-owned Shelby Road landfill tract at 4592 Shelby Road (TM# 55-40B).
2. Some or all of the property known as the Criglersville Elementary School site at 1120 Old Blue Ridge Turnpike (TM# 21-61)

This public hearing is being held pursuant to Virginia Code Section 15.2-1800.

Jack Hobbs  
County Administrator

Publish:       September 20, 2018  
                  September 27, 2018



Artist: Lou Messa

## Request for Proposals

Madison County, Virginia requests proposals that will result in the appropriate reuse of the former Criglersville Elementary School building and grounds. The property encompasses a circa 1948 brick former elementary school building with two dwellings on 5.83 acres. A packet with property information and offer procedures is available at [www.madisonco.virginia.gov](http://www.madisonco.virginia.gov). Proposals are requested by **January 2, 2019**; if no acceptable proposals are received by that date then the County property shall be available for sale until **April 12, 2019**.

# Contents

I. INTRODUCTION AND BACKGROUND .....	3
II. THE PROPERTY .....	3
III. ZONING AND LAND USE .....	3
IV. PRIOR REPORTS AND DISCLOSURES .....	3
V. OBJECTIVES/OFFER DEVELOPMENT GUIDELINES .....	3
VI. QUALIFICATIONS/ OFFER REQUIREMENTS .....	4
VII. OFFER PROCESS .....	4
VIII. RECEIPT OF PROPOSALS; CONTACT INFORMATION .....	5
Appendix A: Madison County Real Estate Tax Assessment Information .....	6
Appendix B: Tax Map Excerpt .....	7
Appendix C: Zoning .....	8
Appendix D: Plat.....	11
Appendix E: Real Estate Broker Registration .....	12
Appendix F: Real Estate Commission Agreement.....	13
Appendix G: Real Estate Bid/Contract Form.....	16

## I. INTRODUCTION AND BACKGROUND

The County of Madison has studied the Criglersville Elementary School property and has determined that there is no good apparent use for the main building on the site. To facilitate the reuse or repurposing of the facility, the County hereby solicits full, complete and written proposals from qualified parties articulating an appropriate disposition of some or all of the property. It is expected that proposers will address all relevant County concerns. Although all options will be entertained, sale of the property with no long-term commitments by the County is strongly desired.

## II. THE PROPERTY

The subject property is the former Criglersville Elementary School site at 1120 Old Blue Ridge Turnpike (TM# 21-61) in Criglersville, Virginia. It contains 5.83 acres and features one former brick elementary school building and two other house-type buildings. Additional information on the property is available in the appendices.

Note that any reuse of the property does come with challenges, such as:

- Location in a flood plain
- Absence of potable water and sanitary sewer facilities
- Zoning restrictions
- Presence of asbestos and (suspected) lead paint
- Location relative to a primary highway and a population center
- Limits on cellular telephone and broadband internet services

Access for the purpose of inspecting building interiors can be obtained on an appointment basis.

## III. ZONING AND LAND USE

Use of the property is limited by Madison County zoning and subdivision ordinances which are available online at [www.madisonco.virginia.gov](http://www.madisonco.virginia.gov). The property is zoned Agricultural, A-1 with Floodplain. A high level review of land use regulations relative to the property is articulated in the Appendix. Current flood elevation certificates are available for all three buildings.

## IV. PRIOR REPORTS AND DISCLOSURES

An archive of material pertaining to the site is available for review at <https://www.dropbox.com/sh/3setn4ra3mi0p2s/AACuXU7b7fRUQnTc9G3xejOia?dl=0>. This includes original plans for the brick school building, reports on the impact of building and health codes on the reuse of the building, facility assessments, plats, flood elevation certificates and inspection reports.

The County of Madison is aware of many significant items regarding the condition of the buildings and restrictions on the use of the property and has disclosed them in documents that have been made available to potential proposers. Potential proposers are encouraged to carefully inspect the buildings and grounds prior to closing. Madison County desires to transfer the property on an "as is" basis without any warranties.

## V. OBJECTIVES/OFFER DEVELOPMENT GUIDELINES

Understanding that the County would prefer to have a cash-only transaction at the earliest date, respondents may offer to purchase or use the property with terms deemed to be reasonable at the County of Madison's sole discretion.

While attempting to allow potential buyers the latitude to make offers as they see fit and which meet their individual needs, the County of Madison wishes to provide some general guidelines regarding what it would like to see within a formal written purchase and sale agreement.

- The asking price for the property is \$422,100. The County will evaluate each offer received with regard to the net proceeds to the County as well as other aspects of offers deemed favorable to the County.
- The County expects offers to purchase to remain valid for 90 days with closing to occur at the end of that time frame. During the 90 day period, the purchaser would be responsible for all due diligence and securing all necessary permits and approvals. Extended time periods will be evaluated against deposit amounts, and other financial and timing factors in the total context of the offer.
- The County of Madison will grant reasonable right of entry to the accepted purchaser for the purposes of conducting tests and surveys or evaluating site improvements prior to closing.
- The County of Madison will not pay any broker's commission applicable to the sale of the property unless agreed to in advance. Materials that would support such commissions are contained in the Appendix.
- A minimum earnest money deposit of \$10,000 which would be forfeited by the Proposer in the event of Purchaser default is suggested.

## VI. QUALIFICATIONS/ OFFER REQUIREMENTS

The County suggests that offers should include the following:

1. Name and contact information containing the legal name of the proposing person or corporate entity firm as well as for the individual serving as the County's sole point of contact.
2. A letter from a bank or financial institution demonstrating the proposer's capacity to fund the proposed redevelopment or sale.
3. The proposed timetable articulating offer, acceptance, inspections and closing milestones.
4. Purchase price proposed and any potential deductions thereto.
5. Conditions of the offer.
6. Clear and complete details of the offer.
7. The County desires that the Madison County Historical Society remain in the "museum house" indefinitely and to use the "voting house" as a County polling place until December 31, 2019. Grounds maintenance around the historical monument on the property (per the recorded easement) as well as around the community playground are concerns. Proposers should clearly articulate a response to these concerns in the initial proposal.

## VII. OFFER PROCESS

1. The County is currently accepting offers but may suspend this at any time at its sole discretion. Offers will be held as confidential until either the Madison County Board of Supervisors or the

proposer deems there is no further negotiation possible. It is anticipated that the Board of Supervisors will consider all proposals received as quickly as practical.

2. Submittals should include ten written and bound copies of the offer and one electronic edition in pdf format. Respondents submitting fewer than the number of copies requested may be considered “non-responsive.”
3. Submittals may be mailed or delivered to the address listed at the end of this document. All offers should be sealed and clearly marked: “Criglersville Elementary School Proposal”.
4. Verbal offers will not be accepted.
5. Any costs incurred by a proposer in the preparation of any offer is to be the sole responsibility of the proposer.
6. Madison County reserves the right to reject any and/or all offers, or to withhold the award for any reason it may determine and Madison County may waive or decline to waive irregularities in any response.
7. Madison County may begin negotiations with any proposer at the County’s discretion. The County anticipates negotiations regarding purchase and sale or other terms to take place immediately. If negotiations are successful, the proposer will be expected to present his proposal to the public during a scheduled public meeting.

## VIII. RECEIPT OF PROPOSALS; CONTACT INFORMATION

Proposals should be delivered to:

Jack Hobbs  
County Administrator  
302 Thrift Road  
P.O. Box 750  
Madison, VA 22727  
Phone: 540/948-7500  
jhobbs@madisonco.virginia.gov

# Appendix A: Madison County Real Estate Tax Assessment Information

[-Home-](#)
[-Legal-](#)
[-Contact VamaNet-](#)
[-Commissioners-](#)
[-Localities-](#)
[-FAQs-](#)
[-About this Site-](#)

---

**Property Information** - Tax Map# 21 61 - Account# 1678

<b>Property Owner:</b> Board Of Supervisors Of Madison Co  <b>Owners Address:</b> Po Box 705 Madison, Va 22727  <b>Total Land Area:</b> 5.830Acres  <b>Physical Location:</b> 1120 Old Blue Ridge Tpke Madison, Va 22727  <b>Magisterial District:</b> Madison County	<b>Legal Description:</b> In 050001992 5.830 Ac 21-61 Rt 640  <b>Prior Assessment:</b> 854,000  <b>Assessment Values:</b> <a href="#">Building 1</a> 185,078 <a href="#">Building 2</a> 18,542 <a href="#">Building 3</a> 28,098 <a href="#">Other Improvements:</a> 10,360 <a href="#">Land Value:</a> 180,000 <b>Calculated Value:</b> 422,078 <b>Rounded Taxable Value:</b> 422,100	<a href="#">View Sketch</a> (Building 1)  <b>Zoned:</b> A1
--	---	--

---

[-Property Information-](#)
[-Sales Information-](#)

---

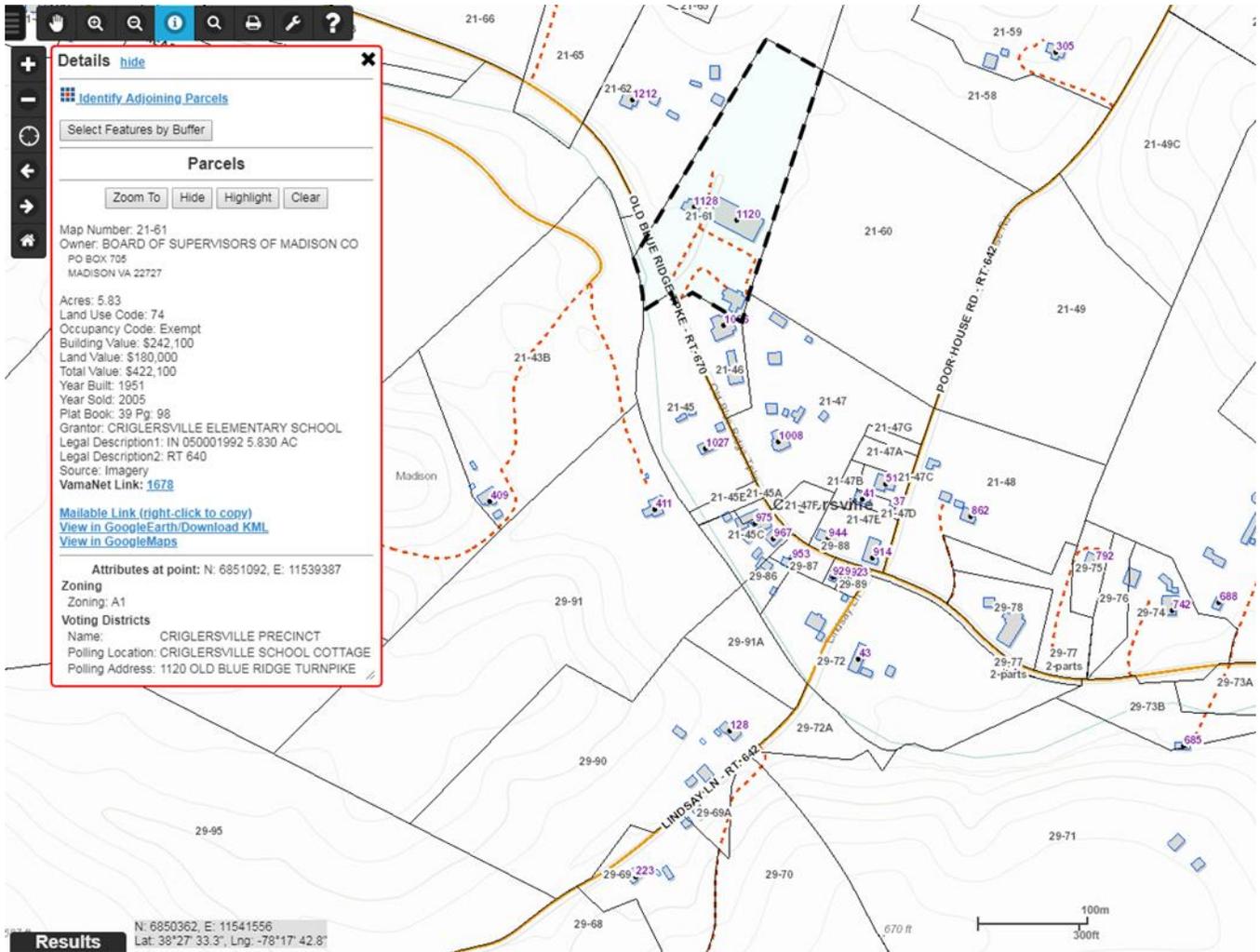
If you encounter any difficulties with this site, please e-mail the [Webmaster](#).  
 All rights reserved, Copyright© 2018

**Building Information** - Building #1 - Tax Map# 21 61

Exterior Information:	Interior Information:	Site Information:
Year Built: 1951	Story Height: 2.00	Zoning Type: A1
Occupancy Type: Exempt	# of Rooms: Not On File	Terrain Type: On
Foundation: Concrete	# of Bedrooms: Not On File	Character: Rolling/sloping
Ext. Walls: Brick	Full Bathrooms: None	Right of Way: Public
Roofing: Built Up	Half Bathrooms: 8	Easements: Paved
Roof Type: Flat/shed	Building Sq. Ft.: 18686	Water: Well
Garage: None	Basement Sq.Ft.: None	Sewer: Septic
Carport: None	Fin. Bsmt Sq. Ft.: None	Electric: Yes
	Interior Walls: Plaster	Gas: No
	Floors: Wood	Fuel Type: Oil
	Heating: H. Water	Fireplace: None
	A/C: No	Stacked Fireplace: None
		Flues: None
		Metal Flues: None
		Stacked Flues: None
		Inop Flue/FP: None
		Gas Log FP: None

<p style="text-align: center;">Sketch Index Map No. 21 61 Building 1</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th>Sect</th> <th>Type</th> <th>Stories</th> <th>SqFt</th> </tr> </thead> <tbody> <tr> <td>A</td> <td>Elementary School</td> <td>2.00</td> <td>14872</td> </tr> <tr> <td>B</td> <td>Elementary School</td> <td>1.00</td> <td>32</td> </tr> <tr> <td>C</td> <td>Porch</td> <td>1.00</td> <td>32</td> </tr> <tr> <td>D</td> <td>Elementary School</td> <td>1.00</td> <td>3750</td> </tr> <tr> <td>F</td> <td>Elementary School</td> <td>1.00</td> <td>32</td> </tr> <tr> <td>G</td> <td>Porch</td> <td>1.00</td> <td>32</td> </tr> </tbody> </table>	Sect	Type	Stories	SqFt	A	Elementary School	2.00	14872	B	Elementary School	1.00	32	C	Porch	1.00	32	D	Elementary School	1.00	3750	F	Elementary School	1.00	32	G	Porch	1.00	32	<p style="text-align: center;">This Sketch only represents the Exterior of the Structure and does not contain any internal structural details.</p> <p style="text-align: center;">Click the image for actual size view.</p>
Sect	Type	Stories	SqFt																										
A	Elementary School	2.00	14872																										
B	Elementary School	1.00	32																										
C	Porch	1.00	32																										
D	Elementary School	1.00	3750																										
F	Elementary School	1.00	32																										
G	Porch	1.00	32																										

# Appendix B: Tax Map Excerpt



Reference TM# 21-61 at <https://www.webgis.net/va/Madison/>

## Appendix C: Zoning

*Note: The following is provided for general information only. Proposers are expected to procure all approvals and permits, including those under the auspices of the Commonwealth of Virginia (such as for water, sanitary sewer, stormwater management and road access) as well as local zoning, building and erosion control and other areas.*

---

### **August 14, 2018 - Discussion with Criglersville School Committee at 7:15 PM in the Madison Administrative Center Auditorium**

Tax Map Number 21-61 - 5.830 acres in the name of Board of Supervisors of Madison County, Virginia - zoned Agricultural, A-1 with Floodplain. The Floodplain zone is AE which means base flood elevations have been determined. Most of it is in Floodplain except the back corner of the property.

1. The minimum lot size in A-1 per lot is 3 acres with 250 feet of road frontage. Each use also requires 3 acres even if you are not subdividing. Each lot has to have the minimum acreage and frontage as well as house site, well site and each lot has to have a 10,000 square foot drainfield and reserve area. Article 4-5-3 Lots shall not contain peculiarly shaped elongations solely to provide necessary square footage of area which would be unusable for normal purposes.

VDOT also has to sign off on any subdivision plats for new entrances or existing entrances.

2. The current Floodplain Ordinance was adopted on May 7, 2014 and the current Floodplain Maps were adopted on January 5, 2007. FEMA is in the process of updating our floodplain maps and we will get a new Floodplain Ordinance sometime the later part of 2019 or the first part of 2020.

See Floodplain Ordinance Page 56 AE Zone requires the hydrologic and hydraulic analysis performed by engineering practice that the proposed use will not result in any increase in flood levels within the community during the occurrence of the base flood discharge.

See pages 56, 57, 58 and 59 of the Floodplain Ordinance.

#### Article 13 Nonconforming Uses

13-1-1 If at the time of enactment or subsequent amendment of this ordinance, as enacted or amended, any legal activity which is being pursued, or any lot or structure legally utilized in a manner or for a purpose which does not conform to the provisions of this ordinance, such manner of use or purpose **may be continued**.

13-1-3 If any nonconforming use (structure or activity) is discontinued for a period exceeding two (2) years after the enactment of this ordinance, it shall be deemed abandoned and any subsequent use shall conform to the requirements of this ordinance. So the School has been closed for way more than 2 years so that is not a grandfathered use. The voting house is a grandfathered use. I found some correspondence in my folder when Lisa was here where Sandy Powell from the Electoral Board asked about coming back to the house at Criglersville School property. I told Lisa in an email about the time frame for something to be grandfathered (2 years) and I did not hear anything back so I guess it was determined that it had not exceeded 2 years since it was a voting precinct. The museum is operating by special use permit issued on April 4, 2018 by the B/S.

Currently the only recognized uses of the property are the voting precinct (grandfathered) and the museum that has a special use permit.

If the structures on the property are voluntarily torn down and you want to build back, then you would have to be in full compliance with all ordinances including zoning regulations for setbacks from all property lines and floodplain regulations.

Article 13-5 If a non-conforming structure is destroyed or damaged in any manner, it may be restored or repaired without bringing said structure into conformance provided such reconstruction is begun within 18 months of the calamity.

Open Picnic Shelter - Is this picnic shelter for the public to use at their discretion or will this be like a business where you have to rent the facility? Are you thinking about having this as a public park and playground? That is a use allowed by right in the C-1 and A-1 zone. Article 3-1-3

3. In the Conservation, C-1 zoning, there are uses allowed by right and by special use permit. In the Agricultural, A-1 zone the same uses are allowed as for C-1 plus some additional uses by right and by special use permit.

Approvals required for various scenarios:

County Storage - Are you wanting to use the school building or other buildings for storage or do you want to build a storage structure. The County owns the property and if they want to use the existing structures for storage of their own county property, that would be an accessory use to the property.

Non-County Storage - A moving and storage facility is only listed in the Industrial, M-1 zoning by right (Art. 9-1-25) and Industrial, M-2 zoning by right (Art. 10-1-38). Non-County storage would not be an allowable use in A-1 zoning.

Auction house - Auction establishment (Art. 4-2-23) Is a use allowed by special use permit. Definition of Auction Establishment - A structure or enclosure in which goods and/or livestock are displayed and sold by auction.

Community Center - We do not specifically have community center listed as a use in our Zoning Ordinance, however, we do have public building by special use permit (Art. 3-2 - 14) Definition of public building - Any building owned or leased by a governmental or civic organization for public use such as a town hall, courthouse, armory, office building, post office, auditorium, museum, art gallery, school, college, university, hospital, clinic, library, police, fire or rescue station. `As long as it met the definition of the above definition, I think it would fall under this definition. Would the County be operating the community center?

Farmers Market - Allowed by special use permit in the A-1 zone (Art. 4-2-21). Definition Farm Market - A building, structure or place used for the sale of farm or food products or craft products to consumers where 51% or more of the products are grown, produced or processed by the operator or under the operator's direction. A farm market must be located at or beyond the setback line and must use an existing entrance as access.

Picnic Shelter - I addressed under number 2.

Keep in mind the acreage requirements apply to most of these uses and you already have one approved use (3 acres) by special use permit and you only have 5.830 acres so you do not have enough acreage to have another use without applying for a variance to the BZA. So you have the museum, voting precinct (public building - grandfathered in its current location) and if you want another use, you would have to apply for a variance to the BZA to have 3 uses on less than 9 acres.

Also **parking** regulations come into play for each use that you have on the property. The number of spaces is determined by the use. Article 14-9 Pages 87, 88 and 89.

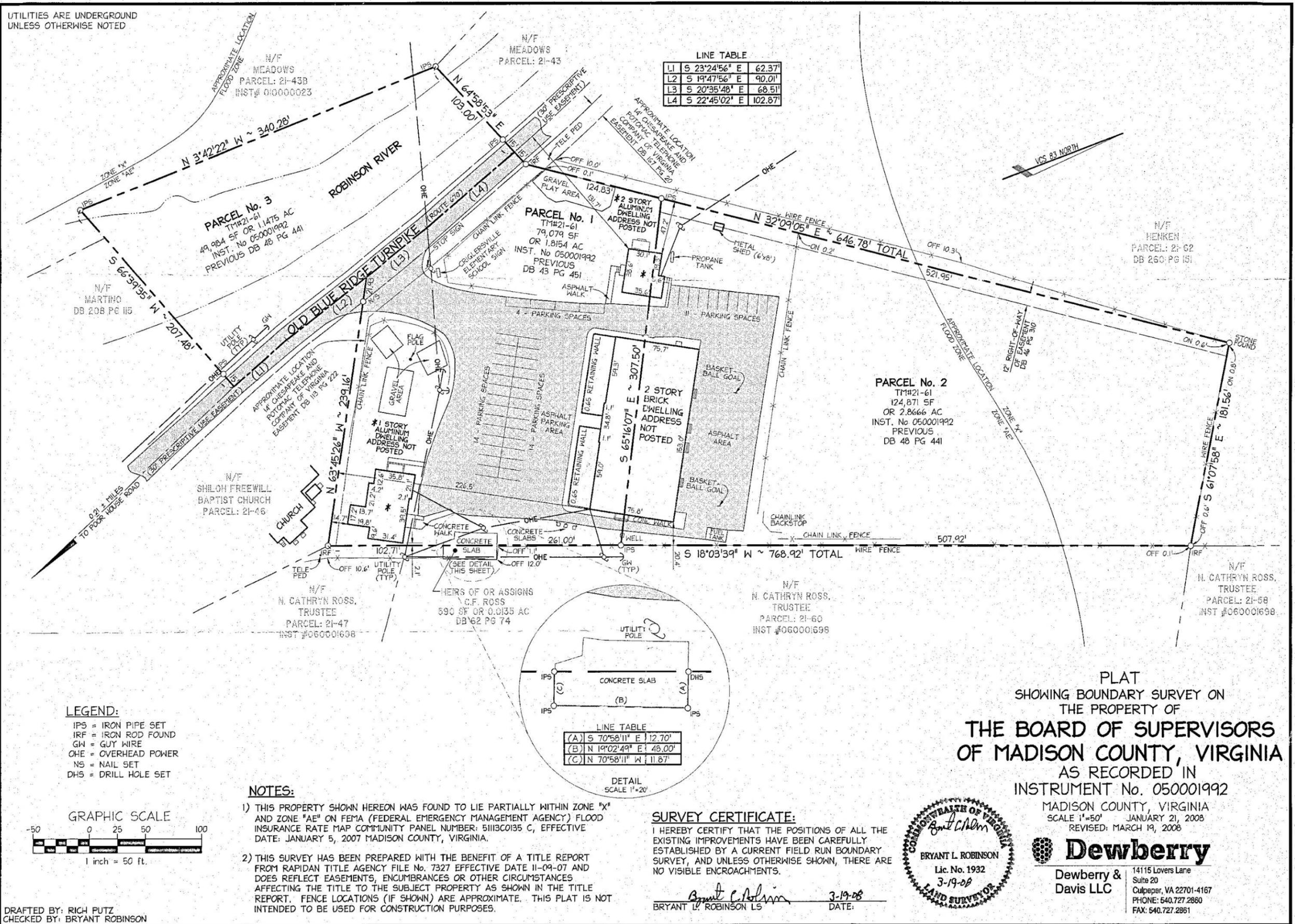
If you build a new structure for a new business/use, you will need a site plan for new construction. See Site Plan Ordinance

If you construct additions to an existing structure over 500 square feet you will need a site plan.

In addition to Zoning requirements, you would have to seek comments/approvals from VDOT, Health Department and Building Official.

Betty C. Grayson  
Zoning Administrator

Appendix D: Plat



## Appendix E: Real Estate Broker Registration

### REGISTRATION OF AUTHORITY TO ACT AS BROKER

The undersigned, acting on behalf of \_\_\_\_\_  
("Prospective Buyer") does hereby authorize and appoint \_\_\_\_\_  
("Broker") to act as its exclusive agent and on its behalf, in negotiations and dealings with the  
County of Madison, Virginia a political subdivision of the Commonwealth of Virginia, (the  
"Seller") regarding the purchase by Prospective Buyer of the Criglersville Elementary School  
property ("Property") located at 1120 Old Blue Ridge Turnpike (TM# 21-61).

Seller acknowledges that this statement only authorizes Broker to represent Prospective  
Buyer in its negotiations and dealings with the Seller and Broker does not have the authority to  
execute a contract on behalf of Prospective Buyer or to bind Prospective Buyer by any statement  
or representation made by Broker. Neither Prospective Buyer nor the Seller shall be bound to  
the other regarding the purchase and sale of the Property except by a contract in writing, duly  
executed by the respective authorized representatives of the Seller.

This authorization and appointment shall automatically expire six (6) months from the  
date hereof. This authorization and appointment may be renewed or reestablished by execution  
by Prospective Buyer of another Registration of Authority to Act as Broker document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Prospective Buyer:

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

Broker:

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Appendix F: Real Estate Commission Agreement

### REAL ESTATE COMMISSION AGREEMENT

**THIS AGREEMENT** made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the **OF COUNTY OF MADISON, VIRGINIA** a political subdivision of the Commonwealth of Virginia, (“Seller”) and \_\_\_\_\_, (“Broker”).

#### Recitals

This agreement is made for the purpose of setting forth the terms and conditions on which the Seller will pay to Broker a commission on real estate sales made by the Seller to buyers which Broker has found and brought to the Seller.

**Now, Therefore,** the parties hereto agree as follows:

1. The Seller agrees to pay to Broker a commission in an amount calculated as hereafter provided in the event the Seller sells any of its real property to a buyer for whom Broker acts as a registered broker as hereafter provided.
2. No commission shall be paid to Broker for any sale except a sale to a buyer who has registered Broker with the Seller and pursuant to a contract of sale executed by such Buyer during the period of registration as hereafter provided. Registration shall be made by filing with the Seller a written registration statement, in the form attached hereto as Exhibit “A”, signed by a prospective buyer which acknowledges that Broker is authorized to act on behalf of such prospective buyer with respect to negotiations for the purchase of Seller’s property. Such registration, which shall constitute recognition of Broker’s representation of a prospective buyer, shall automatically expire six (6) months from the date thereof. Such registration may be renewed or reestablished by filing another registration statement signed by the prospective buyer as aforesaid.
3. It is the policy of the Seller to deal only with registered Brokers who hold a valid Virginia real estate broker’s license. Only one broker may be registered to represent a prospective buyer at any time, and payment of any commission shall be made only to such registered Broker as provided in this agreement, notwithstanding the fact that other licensed real estate brokers or sales agents may have assisted the registered Broker in negotiations leading to a sale, or may have previously been registered to represent such buyer.
4. Notwithstanding any other provision of this agreement, no commission shall be paid by the Seller to a broker who, by reason of ownership or otherwise, controls, is controlled by, or under common control with the entity which is a buyer of Seller’s property.
5. The amount of commission to be paid to Broker under this agreement shall be 6% of the advertised price for the land, before any deductions are taken for cost write-down or incentives funded by government agencies.
6. The Seller and Broker understand and acknowledge that some contracts of sale may call for the buyer to purchase the property which is subject to the contract in phases with separate closings, provide for the purchase of property with an option for the buyer to purchase

additional property at a later time, purchased under lease-to-purchase terms, or leased under long-term arrangements. In such cases, each shall be considered a sale under this contract and pro-rated commission paid to the broker on the same basis as funding is made available to the Seller, and the terms of such will be clearly articulated at or prior to closing.

- 7. No commission shall be paid by the Seller to Broker except pursuant to a written contract of sale between the Seller and a buyer for whom Broker serves as a registered broker in accordance with this agreement. Furthermore, no commission shall be paid to Broker unless and until a sale is fully consummated and an actual closing on such sale occurs in which event Broker shall be entitled to be paid a commission.
- 8. This agreement constitutes the entire understanding of the parties and may not be modified or changed except by written instrument executed by both parties. This agreement shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia.

**In Witnesseth whereof** the parties hereto have executed this agreement as of the day and year first above written.

COUNTY OF MADISON, Virginia

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

BROKER:

By: \_\_\_\_\_

Name/Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF VIRGINIA

City/County of \_\_\_\_\_, to-wit:

The foregoing Real Estate Commission Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, who is the Chairman of the Madison County Board of Supervisors.

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

(SEAL)

My commission expires: \_\_\_\_\_

STATE OF VIRGINIA

City/County of \_\_\_\_\_, to-wit:

The foregoing Real Estate Commission Agreement dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by \_\_\_\_\_, who is \_\_\_\_\_ of \_\_\_\_\_, on behalf of the company.

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

(SEAL)

My commission expires: \_\_\_\_\_

## Appendix G: Real Estate Bid/Contract Form

### REAL ESTATE BID/CONTRACT

**THIS COMMERCIAL REAL ESTATE CONTRACT** ("Contract") made as of this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between County of Madison Virginia ("Seller"), and \_\_\_\_\_, the "Purchaser".

### WITNESSETH

In consideration of the mutual covenants, undertakings and the benefits to the parties herein, the parties hereto agree as follows:

1. **PROPERTY:** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from seller the following real property with all improvements thereon and appurtenances thereto belonging, consisting of the Criglersville Elementary School property ("Property") located at 1120 Old Blue Ridge Turnpike (TM# 21-61).
2. **PURCHASE PRICE:** The Purchase price shall be \$ \_\_\_\_\_ or \_\_\_\_\_ Dollars and 00/100. The Purchase Price shall be paid in cash by wire transfer or certified cashier's check to Seller, via the closing attorney, at closing.
3. **DEPOSIT:** Purchaser will make a deposit of Ten Thousand and No/100 Dollars (\$10,000.00) with Seller, with this bid/contract. Said deposit will be held by Seller until settlement and applied to the purchase price or returned to the Purchaser if title to the property is not marketable.
4. **LEASEHOLD TENANCIES:** Seller shall deliver the property to Purchaser free of any leasehold tenancies except for (a) Madison County Historical Society's lease of the "museum house" on the property under the terms of its current lease shall be valid until XXXX, XX, 20XX and (b) Madison County shall be allowed to use the "voting house" on the property for elections until December 31, 2019.
5. **CONVEYANCE:** Seller shall convey to Purchaser marketable title (defined as insurable by Purchasers choice of Title Insurance Company at normal rates with no exceptions) to the property by General Warranty deed with English Covenants of Title, subject to recorded restrictions, easements, conditions and agreements now affecting the property which do not render the title unmarketable.
6. **AS IS-** Seller is to convey the property "AS IS" without any representations expressed or implied as to the condition of the property, except as expressly set forth herein.
7. **INSPECTION PERIOD-** Seller will allow purchaser 90 days after a mutual acceptance of the Offer to Purchase to conduct inspections of the physical improvements on the property and to secure all permits for Purchaser's proposed use of the property. Seller will not make any repairs or alteration as an outcome of these inspections, and the sole remedy available to Purchaser will be to void this Purchase contract and have refunded the deposit monies. If the contract is not voided after this period it will be deemed in full force and effect and proceed to closing per the terms of this contract.
8. **TITLE/SURVEY EXAMINATIONS:** If the title examination or boundary survey reveals any defect that renders the title unmarketable or adversely affects the Purchasers intended use of the property, Seller shall attempt to cure such defects at Sellers expense. If the Seller is unwilling or unable to correct title or survey objections within 30 days of receiving notice, Purchaser may, at its option, either (i) terminate this contract and all rights and liabilities

- herein shall cease with the Deposit being returned to the Purchaser, or (ii) waive the foregoing right and proceed to close on the purchase of the property in accordance of the terms of the contract with no reduction of the Purchase Price.
9. **RISK OF LOSS:** Risk of loss or damage to the property shall be the Sellers until closing has occurred. In the event of loss due to fire, condemnation, windstorm, casualty or other loss occurs, Seller shall be under no obligation to repair or restore the property, and Purchaser may either (i) terminate the contract, or (ii) proceed to closing with no reduction in purchase price, but with any insurance proceeds awarded to Purchaser.
  10. **CONDITION OF PROPERTY:** The Seller covenants that the property will be in substantially the same condition at closing as of the date of this contract.
  11. **CLOSING:** Closing shall take place at the office at the offices of a local settlement agent or attorney's office on or before \_\_\_\_\_, \_\_\_\_\_.
  12. **CLOSING COSTS:** Seller to pay for the costs of preparing a new deed of conveyance, as well as the Grantors Tax applicable to Sellers in Virginia. Purchaser to pay for all costs of acquiring any loans on the property, as well as the costs of recording the deed and loan documents required by the lender, and all title insurance premiums, survey costs and costs of the Purchasers attorney.
  13. **SELLERS CLOSING DOCUMENTS:** At closing, seller shall provide the new Deed, any reasonable documentation required by any title agency whereby the ability to sell the real estate was authorized by the Madison County Board of Supervisors, a standard form owner's affidavit as to mechanics liens and possession and such other documents as may be reasonably required by the title insurance company.
  14. **SELLER'S REPRESENTATIONS:** Seller represents:
    - a. It has marketable, fee simple title in the property
    - b. It has the right to grant entry to Purchaser and its agents
    - c. It has no proceedings pending, nor are there any threatened against the property.
    - d. There are no bankruptcy proceedings are pending or contemplated by or against Seller
    - e. The property s not subject to any prior or other contracts on the property
    - f. That it will take no actions that would further encumber the property with any lien, lease, covenant, condition or restriction during the period of this Contract.
  15. **PURCHASER'S REPRESENTATIONS:** Purchaser shall, post cash, a bond, letter of credit or other surety acceptable to the Madison County Attorney guaranteeing the improvement of the brick school building such that it is ready for occupancy, as evidenced by an appropriate occupancy permit issued by the Madison County Building Official, or removed to ground level and all debris removed from the premises within two years of the effective date of the sale. The amount of the guarantee shall be the greater of \$250,000 or the purchase price of the property. If Purchaser does not improve or remove the building as described, the guarantee funds shall be used to demolish the building.
  16. **TAXES:** The Seller is exempt from County real estate taxes.
  17. **DEFAULT:** In the event Purchaser defaults under this contract, Seller shall be entitled, as its sole remedy, to retain the Deposit as compensation for its loss. In the event Seller defaults, purchaser shall be entitled to receive its Deposit returned as well as reimbursement for its expenses, not to exceed Two Thousand Five Hundred and No/100 Dollars (\$2,500) incurred by purchaser in its financing, survey and legal work.

18. **NOTICE:** Whenever notice is to be given pursuant to any of the provisions of this contract, such notice shall be delivered (i) by hand (ii) by overnight mail or (iii) certified mail to the following addresses:

- a. **Seller:** UPS/FedX-302 Thrift Road; Madison VA 22727  
US Mail – P.O. Box 750 Madison VA 22727
- b. **Purchaser:** \_\_\_\_\_
- c. \_\_\_\_\_
- d. \_\_\_\_\_

19. **Entire Agreement:** This contract constitutes the entire agreement between the parties and may not be modified or changed except by written instrument executed by all of the parties. The Contract shall be construed, interpreted and applied according to the laws of the Commonwealth of Virginia and shall be binding upon and inure to the benefits of the heirs, successors and assigns of the parties.

20. **Acceptance:** This offer is consider a bid until accepted and signed by the seller. This offer will remain valid until \_\_\_\_\_ at which time the bid will be accepted or rejected by Seller. If accepted the contract will come into full force and effect and if rejected, the deposit check will be returned to Purchaser and neither party shall have further demands on the other.

21.

WITNESS the following signatures and seals:

PURCHASER(S):

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

SELLER:

County of Madison Virginia

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Chairman, Madison County Board of Supervisors