186 S. Main Street
Amherst, VA

For Sale

Former Town Hall of the Town of Amherst, VA. Circa 1939 building, a former bank with a huge walk-in safe. This well maintained building of approximately 2,448 square feet served the Town from 1963 until 2014 as the Town Hall. A packet with pictures and information is available at www.amherstva.gov. The asking price is $175,000.

434-946-7885
www.amherstva.gov

I. INTRODUCTION AND BACKGROUND

The Town of Amherst recently relocated its Town Hall and police department operations to a new space at 174 S. Main Street and is seeking to dispose of a now surplus building. The Town hereby solicits offers from qualified parties (Respondents) to purchase the former Town Hall site and building at 186 S. Main Street in the Town of Amherst, Virginia.

II. THE PROPERTY

The subject property is generally located at northwestern intersection of South Main Street and West Court Street in the Town of Amherst within Amherst County, Virginia. The property has a common street address of 186 South Main Street, Amherst, Virginia 24521. The property has frontage on South Main Street for approximately 30 feet and extends approximately 87 feet in depth along West Court Street. The site is near level and is almost entirely improved with the existing building and two parking spaces. The property is identified for real estate tax purposes by the Amherst County Commissioner of the Revenue as Tax Map No. 96A4-A-24.

The building was originally constructed as a bank and contains a vault on the main floor and another on the lower level. The building has been used as the Amherst Town Hall for quite some time. The front area features a foyer with two (2) offices, there is a central meeting room, and the rear 1/3 of the building has been divided into a vault, hallway with kitchenette, and half-bathroom. There is a stairwell leading to the upstairs where there is an upper level office above the rear area. There is also a stairwell which leads to the lower level space. The lower level space is divided into an office, computer/server and storage room, and vault.

The building is of sturdy masonry construction with a flat roof and forced-air heat (supplemented by electric baseboard registers) and air conditioning. Overall, the building is considered to be in average condition.

III. Zoning and Land Use

The property is zoned Central Business District CBD by the Town of Amherst. Use of the property is limited by the Town of Amherst Zoning and Subdivision Ordinance which is available online at www.amherstva.gov. Repurposing the building as a professional office, restaurant and a variety of other business uses is clearly allowed by right.

IV. Prior Reports and Disclosures

The Town of Amherst is unaware of any significant item regarding the condition of the building or restriction on the use of the property that would not be apparent after Respondent's reasonable inspection of the building and grounds. The Town intends to transfer the property on an "as is" basis without any warrantees.

V. Objectives/Offer Development Guidelines

Understanding that the Town would prefer to have a cash-only transaction at the earliest date, respondents may offer to purchase the property with terms deemed to be reasonable at the Town of Amherst’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 Town of Amherst 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 $175,000, however the Town will evaluate each offer received with regard to the net proceeds to the Town as well as other aspects of offers deemed favorable to the Town.
- The Town expects offers to purchase to remain valid for 30 days with closing to occur not later than 30 days thereafter. Extended time periods will be evaluated against deposit amounts, and other financial and timing factors in the total context of the offer.
- The Town of Amherst 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 Town of Amherst will not pay any broker's commission and/or finder's fee applicable to the sale of the property Therefore, any commission and/or finder's fee to be paid to any broker or representative of the successful Respondent(s) shall be paid directly by the successful Respondent(s) by a separate arrangement which does not involve the Town of Amherst.
- .A minimum earnest money deposit of $2,500.00, which would be forfeited by the Respondent in the event of Purchaser default, is suggested. The Town will return all earnest money deposits to non-selected Respondents upon acceptance of an offer.

IV. QUALIFICATIONS/ OFFER REQUIREMENTS

The Town of Amherst invites qualified persons and/or private business firms to submit offers. The Town suggests that offers should include the following:

1. Name and contact information of the Respondent person/private business firm.

2. Letter from bank or financial institution demonstrating the Respondent's acceptable financial ability to fund the proposed sale.

3. Proposed timetable between offer, acceptance, and closing.

4. Purchase price proposed and any potential deductions thereto.

5. Conditions of the offer.

6. Clear and complete details of the offer.

V. OFFER PROCESS

1. The Town is currently accepting offers but may suspend this policy at any time at its sole discretion. Offers will be held as confidential until either the Council or the prospective purchaser deems there is no further negotiation possible. It is anticipated that the Town Council of the Town of Amherst will consider all offers received during its next regularly scheduled meeting and authorize a sale to an acceptable Respondent at the earliest possible date.

2. Submittals should include two reproducible copies of the offer. 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: "Town Hall Purchase Offer."

4. Verbal offers will not be accepted.

5. Any costs incurred by the Respondents in the preparation of any offer is to be the sole responsibility of the Respondent.

6. The Town of Amherst reserves the right to reject any and/or all offers, or to withhold the award for any reason it may determine and the Town of Amherst may waive or decline to waive irregularities in any response.

7. The Town of Amherst may begin negotiations with an Respondents at the Town of Amherst's discretion. The Town of Amherst anticipates negotiations regarding purchase and sale terms to take place immediately after the offer is received. If negotiations are successful, the Town of Amherst may invite a single Respondent to present its offer to the Town Council of the Town of Amherst during an open meeting.

VI. RECEIPT OF OFFERS; CONTACT INFORMATION

Offers should be delivered to:

Jack Hobbs
Town Manager
174 S. Main Street
P.O. Box 280
Amherst, VA 24521
Phone: 434/946-7885
jack.hobbs@amherstva.gov

APPENDICES

A. Bid Contract Form

B. County Real Estate Tax Assessment Information

C. Tax Map Excerpt

D. Photographs

E. Taxes and Zoning

F. Deeds

G. Plat

REAL ESTATE BID/CONTRACT

THIS COMMERCIAL REAL ESTATE CONTRACT ("Contract") made as of this ___ day of _____, _____, by and between The Town of Amherst Virginia, a Virginia Municipal Corporation, the "Seller", and _____ _____ , the "Purchaser".

W I T N E S S E T H

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 property has a common street address of 186 South Main Street, Amherst, Virginia 24521. The property has frontage on South Main Street for approximately 30 feet and extends approximately 87 feet in depth along West Court Street. The site is almost entirely improved with the existing building and two parking spaces. The property is identified for real estate tax purposes by the Amherst County Commissioner of Revenue as Tax Map No. 96A4-A-24. It is further described in Deed Book 233, Page 121 and in Deed Book 272, Page 237 in the Clerk's Office of the County of Amherst Virginia

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 Two Thousand Five Hundred and No/100 Dollars ($2,500.00) 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.

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 30 days after a mutual acceptance of the Offer to Purchase to conduct inspections of the physical improvements on 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 30 day 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 _____, 2015

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 Town Council of the Town of Amherst Virginia, 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. SELLERS 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. TAXES: The seller is exempt from County or Town real estate taxes.

16. 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.

17. 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-174 South Main Street, Amherst VA 24521

US Mail – P.O. Box 280 Amherst VA 24521

b. **Purchaser:** _____

c. _____

d. _____

18. **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.

19. **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.

WITNESS the following signatures and seals:

PURCHASER(S):

_____ _____
Date

_____ _____
Date

SELLER:

Town of Amherst Virginia

_____ By:_____
Date J. Paul Kilgore, Jr., Its Mayor

County Real Estate Tax Assessment Information

Amherst County

Search Locality

VamaNet
Virginia Mass Appraisal Network

-Home- -Legal- -Contact VamaNet- -Commissioners- -Localities- -FAQs- -About this Site-

Property Information - Tax Map# 96A4 A 24 - Account# 15554

Property Owner:
Amherst Town Of

Owners Address:
P O Box 280
Amherst, Va 24521

Total Land Area:
.000Acres

Physical Location:
186 Main St
Amherst, Va 24521

Magisterial District:
Town-tax Exempt

Legal Description:
Municipal Building On
Main Street
96a4 A 24

Prior Assessment:	211,000
Assessment Values:	
Building 1	158,220
Other Improvements:	0
Land Value:	40,000
Calculated Value:	198,220
Rounded Taxable Value:	198,200

View Sketch
(Building 1)

Zoned:
B2

-Property Information- -Sales Information-

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Amherst County

Search Locality

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Building Information - Building #1 - Tax Map# 96A4 A 24

Exterior Information:

Year Built:	1939
Occupancy Type:	Exempt
Foundation:	Concrete
Ext. Walls:	Brick
Roofing:	Tarpaper/roll
Roof Type:	Flat/shed
Garage:	None
Carport:	None

Interior Information:

Story Height:	2.00
# of Rooms:	5
# of Bedrooms:	Not On File
Full Bathrooms:	None
Half Bathrooms:	1
Building Sq. Ft.:	1968
Basement Sq.Ft.:	
Fin. Bsmt Sq. Ft.:	None
Interior Walls:	Plaster
Floors:	Carpet
Heating:	H. Water
A/C:	Yes

Site Information:

Zoning Type:	B2
Terrain Type:	On
Character:	Open
Right of Way:	Public
Easements:	Paved
Water:	Pub-i
Sewer:	Pub-i
Electric:	Yes
Gas:	No
Fuel Type:	Oil
Fireplace:	None
Stacked Fireplace:	None
Flues:	None
Metal Flues:	None
Stacked Flues:	None
Inop Flue/FP:	None
Gas Log FP:	None

-Property Information- -Sales Information- -View Sketch-

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County Real Estate Tax Assessment Information

Amherst County

Search Locality

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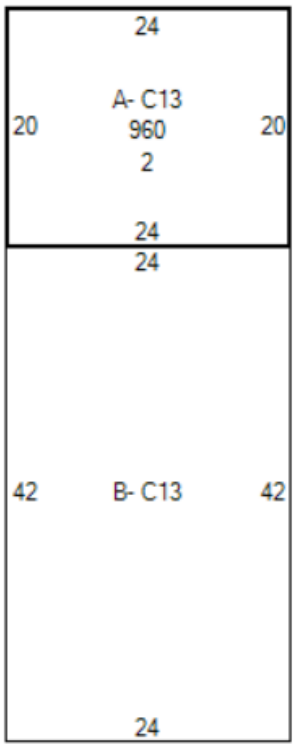
Sketch Index
Map No. 96A4 A 24
Building 1

Sect	Type	Stories	SqFt
A	Public Building	2.00	960
B	Public Building	1.00	1008
C	Basement	1.00	480

This Sketch only represents the Exterior of the Structure and does not contain any Internal structural details.

Click the image for actual size view.



-Property Information- -Sales Information-

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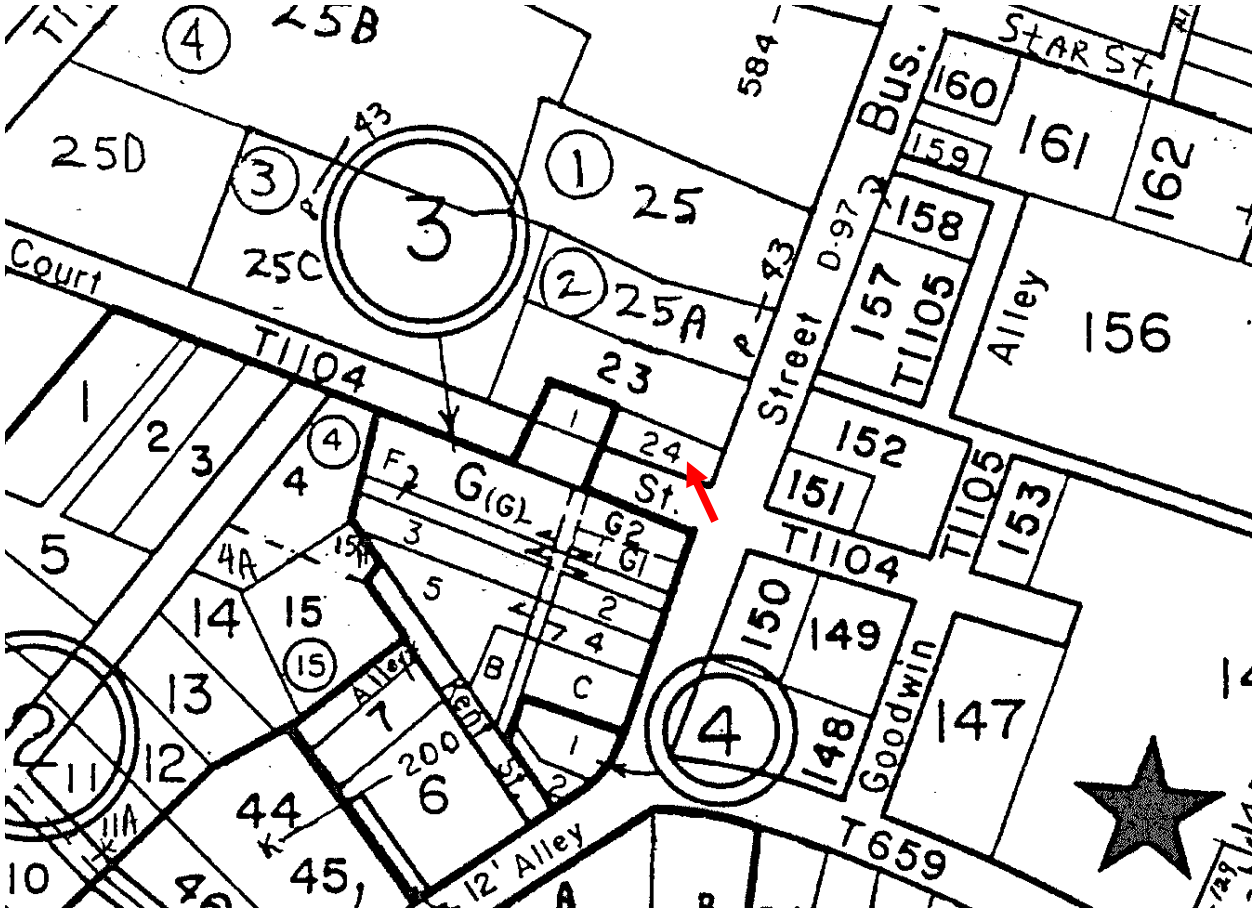
Tax Map Excerpt



Photographs

Front view of the building

View along West Court Street

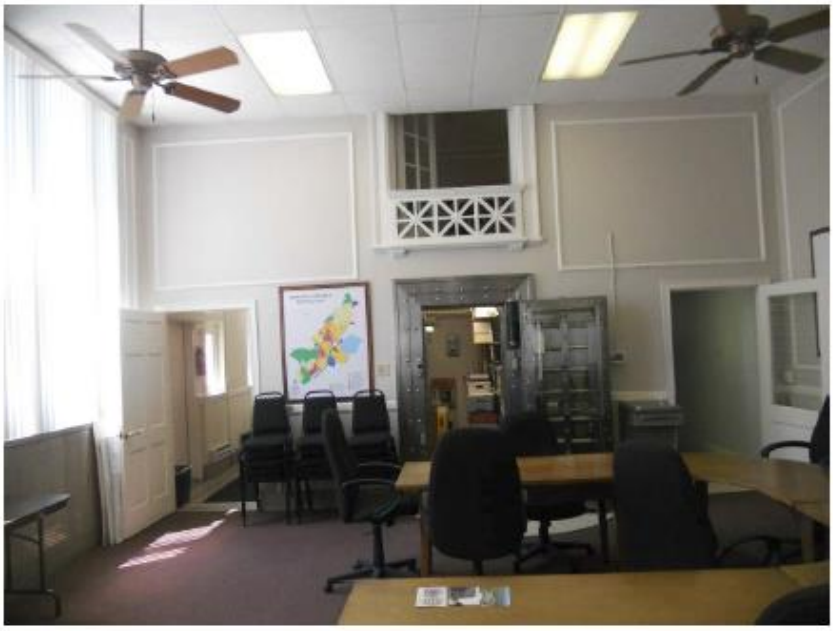
Photographs

View of the south side of the building

View of the north side of the building

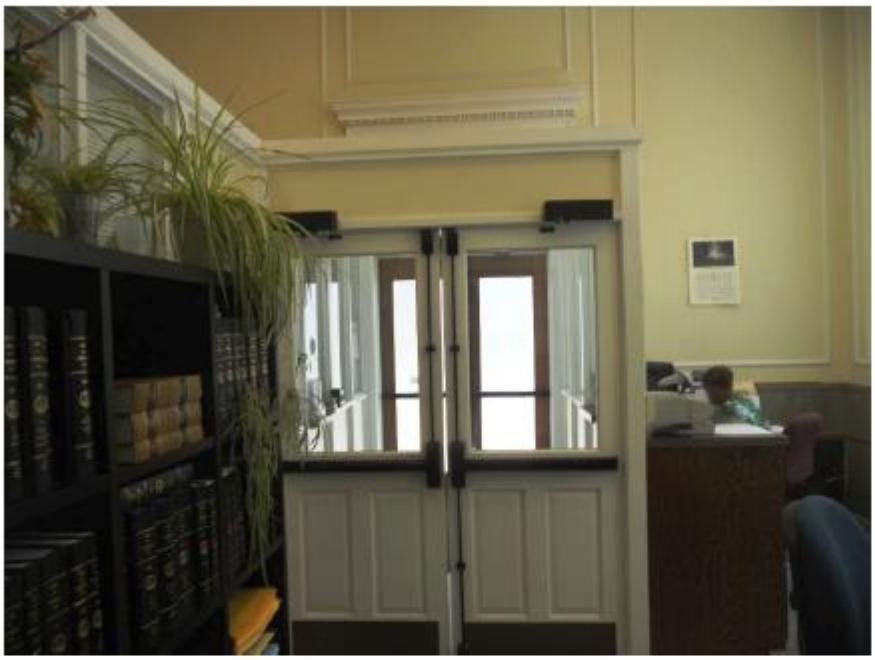
Photographs

Rear view of the building



View of the main room in the interior of the building

Photographs



View of the front area in the building

View of the hall and kitchen area

Photographs

View of the vault

View of the upstairs office

Photographs

View of the lower level office

Taxes and Zoning

Property Information

Owner:	Amherst Town Of	**Tax Map#:**	96A4 A 24
Owners Address:	P O Box 280 Amherst, Va 24521	**Account#:**	15554
		911 Address:	186 Main St
Legal Desc.:	Municipal Building On Main Street 96a4 A 24	**Magisterial District:**	Town-tax Exempt
		Total Assessed Value:	198,200

Real Estate Taxes

The tax rate for Amherst County amounts to $0.54 per $100 of assessed valuation in FY14. The tax rate for the Town of Amherst amounts to $0.000 per $100 of assessed valuation (i.e. the rate is suspended for FY15).

County	Amherst
Town	Amherst
Parcel ID #	96A4-A-24
Tax Year	2014
Land Value	$40,000
Improvement Value	$158,220
Total Assessed Value	$198,200
Total Tax Dollars (County)	$1,070.39

Throughout Amherst County, the Total Assessed Value is supposed to represent 100% of market value for all property types. The most recent assessment took place in 2013 with an effective date of 01/01/2014.

Zoning

The subject property is zoned Central Business District by the Town of Amherst. A copy of a portion of the Town of Amherst Zoning ordinance is inserted below. Refer to the use table (7.2) in the ordinance for a list of permitted uses (available online at www.amherstva.gov).

Sec. 18.1-706.1. Central Business District CBD

Sec. 18.1-706.1.01 Intent of Central Business District CBD.

This district covers those areas of the town intended for the conduct of general business to which the public requires direct and frequent access, but which is not characterized either by constant heavy trucking other than stocking and delivery of retail goods, or by limited nuisance factors including incidental light and noise of congregation of people and passenger vehicles.

Sec. 18.1-706.1.02 Permitted uses.

Within this district, uses permitted are designated by a "P" in the column for this district in the row for the specific use described in Table 7.1.

Sec. 18.1-706.1.03 Special uses.

Within this district, special uses (which may be permitted under the process described herein) are designated by an "S" in the column for this district in the row for the specific use described in Table 7.1.

Deeds

THIS DEED, made this 22nd day of April, 1964, by and between THE FIDELITY NATIONAL BANK, successor to The Lynchburg National Bank and Trust Company, successor to Farmers and Bank of Amherst, a national banking association, party of the first part; and the TOWN OF AMHERST, party of the second part;

W I T N E S S E T H T H A T:

WHEREAS, the party of the first part desires to make a gift of the hereinafter described real estate to the party of the second part, subject to the conditions and restrictions hereinafter set out;

NOW, THEREFORE, for and in consideration of the premises, the party of the first part does hereby grant and convey unto the party of the second part, with Special Warranty of Title, the following described real estate, to-wit:

> All that certain tract, piece, parcel or lot of land, together with the buildings and improvements thereon and the privileges and appurtenances thereunto belonging, situate, lying and being in the Town of Amherst, Court House Magisterial District, Amherst County, Virginia, in the fork of the intersection of Main Street and Needmore Avenue, adjoining, in addition to lying upon said street and avenue, the property now or formerly owned by Mrs. A. E. Cox, the Masonic Lot and Old Methodist Church property and possibly others, and substantially described as follows:
>
> Beginning on corner, at intersection of Main Street and Needmore Avenue, run thence, in a westerly direction, 134 feet, along

Deeds

Needmore Avenue, to the land now or formerly owned by Mrs. A. E. Cox; thence, turning at right angle, run with the line of the property now or formerly owned by Mrs. A. E. Cox, 44 feet to corner; thence, turning at right angle, run thence 134 feet, along the line of property now or formerly owned by Mrs. A. E. Cox and Masonic Lot, to Main Street; and thence, along Main Street, 44 feet to the point or place of beginning.

The property hereby conveyed is the same property which was conveyed to Farmers Bank of Amherst, Inc., by Hill Buggy & Wagon Company, Inc., by deed dated January 31, 1920, of record in the Clerk's Office of the Circuit Court of Amherst County, Virginia, in Deed Book 81, page 495, to which deed reference is here made for a further and more particular description of the property hereby conveyed.

The above described property is conveyed, and the warranty of title herein contained is made, subject to all easements, conditions, reservations and restrictions which may have heretofore been imposed upon said property by recorded deed or plat and which may now be binding thereon, and also subject to the condition and restriction hereinafter mentioned.

This gift and conveyance is made for the use of the party of the second part for exclusively public purposes. In the event of the sale of said property by the party of the second part, the net proceeds thereof shall be used for exclusively public purposes, and no purchaser shall be required to see to the application of the purchase money. In addition to the foregoing condition, and to prevent the use of said real estate in competition with the business conducted by the party of the first part in the Town of Amherst and in Amherst County, Virginia, the real estate hereinabove described and

Deeds

conveyed is conveyed subject to the restriction, that no part of said real estate, or of any building now or hereafter erected thereon, shall be used for the purpose of conducting the business of (a) any commercial, savings or other bank of any kind or description, (b) any trust company, (c) any building and loan association, or any savings and loan association, (d) any credit union, (e) any face amount certificate company, (f) any industrial loan association, (g) any safe deposit and storage company or association, (h) any small loan company, or (i) any company, or organization of any kind which customarily lends money as a part of its business; nor shall any individual, partnership, association, trust, corporation, or other legal or commercial entity conduct, either directly or indirectly, any such business or businesses upon any part of said real estate or in any building now or hereafter erected thereon.

The foregoing restriction shall, as is evidenced by the acceptance of this deed by the party of the second part, constitute a covenant between the parties hereto and their successors and assigns; and, the same shall also be deemed a covenant running with the land hereby conveyed and binding upon the party of the second part, its successors and assigns, for the benefit of other property now or hereafter owned by the party of the first part and situated in the Town of Amherst and Amherst County, Virginia.

Deeds

IN WITNESS WHEREOF, the party of the first part has caused this deed to be executed on its behalf by Elias Richards, Jr., its President, with its corporate seal affixed and attested by W. S. Adams, its Cashier, pursuant to a resolution duly adopted by its Board of Directors.

THE FIDELITY NATIONAL BANK, Successor to The Lynchburg National Bank and Trust Company, Successor to Farmers and Bank of Amherst

By Elias Richards Jr.
President

THE FIDELITY NATIONAL BANK LYNCHBURG VA. SEAL

Attest:

W S Adams
Cashier

STATE OF VIRGINIA)
(To-wit:
CITY OF LYNCHBURG)

I, Gladys Martin, a Notary Public of and for the City aforesaid, in the State of Virginia, do hereby certify that ELIAS RICHARDS, JR. and W. S. ADAMS, President and Cashier, respectively, of The Fidelity National Bank, Successor to The Lynchburg National Bank and Trust Company, Successor to Farmers and Bank of Amherst, whose names are signed to the foregoing deed, bearing date the 22nd day of April, 1964, have acknowledged the same before me in my said City.

My commission expires February 13 1968.

Given under my hand this 23d day of April, 1964.

Gladys Martin
Notary Public

VIRGINIA: In the Clerk's Office of the Circuit Court of Amherst County MAY 2 1964, 19
This deed was this day received in said office, and upon the certificate of acknowledgment thereto annexed, admitted to record, at 4:45 O'clock P.M
Teste: [illegible] Clerk
Tax $ Transfer Fee $

Deeds

1098

THIS DEED, made this 16th day of September, 1968, by and between THE FIDELITY NATIONAL BANK, successor to The Lynchburg National Bank and Trust Company, successor to Farmers and Bank of Amherst, a National Banking Association, party of the first part; and THE TOWN OF AMHERST, party of the second part;

W I T N E S S E T H T H A T:

WHEREAS, by deed dated April 22, 1964, of record in the Clerk's Office of the Circuit Court of Amherst County, Virginia, in Deed Book , page , the party of the first part conveyed unto the party of the second part certain real estate, together with privileges, appurtenances, rights, and easements applicable thereto, situated in the Town of Amherst, Amherst County, Virginia; and,

WHEREAS, by the aforesaid deed certain conditions and restrictions were imposed upon the use, sale, and disposition of said property, including the conditions and restrictions imposed by the following language contained in said deed, to-wit:

> "In addition to the foregoing condition, and to prevent the use of said real estate in competition with the business conducted by the party of the first part in the Town of Amherst and in Amherst County, Virginia, the real estate hereinabove described and conveyed is conveyed subject to the restriction that no part of said real estate, or of any building now or hereafter erected thereon, shall be used for the purpose of conducting the business of (a) any commercial, savings or other bank of any kind or description, (b) any trust company, (c) any building and loan

Deeds

> association, or any savings and loan association, (d) any credit union, (e) any face amount certificate company, (f) any industrial loan association, (g) any safe deposit and storage company or association, (h) any small loan company, or (i) any company, or organization of any kind which customarily lends money as a part of its business; nor shall any individual, partnership, association, trust, corporation, or other legal or commercial entity conduct, either directly or indirectly, any such business or businesses upon any part of said real estate or in any building now or hereafter erected thereon."; and,

WHEREAS, the party of the first part desires to release unto the party of the second part the real estate, privileges, appurtenances, rights, and easements conveyed to the party of the second part by the aforesaid deed dated April 22, 1964, free and clear of the conditions and restrictions imposed by the language hereinabove quoted;

NOW, THEREFORE, for and in consideration of the premises, and the sum of One Dollar ($1.00), cash in hand paid, the party of the first part does hereby release the conditions and restrictions imposed by the language hereinabove quoted, and which was set forth in the aforesaid deed dated April 22, 1964, from the party of the first part to the party of the second part, insofar as said conditions and restrictions are applicable to the real estate, privileges, appurtenances, rights, and easements conveyed by said deed of April 22, 1964. The party of the first part does hereby covenant and agree with the party of the second part that the said real estate, privileges, appurtenances, rights, and easements conveyed by said

Deeds

Original Returned to
Fralin, Freeman, Kinnier
on 3/29/89

562

THIS DEED, made this 13th day of February, 1989, by and between EDWARD S. ROBERTS, sole homme, party of the first part; and JERRY H. TOMLIN, party of the second part;

W I T N E S S E T H :

That for and in consideration of the sum of FIVE DOLLARS ($5.00), cash in hand paid, and other good and valuable considerations, the receipt whereof by the said party of the first part is hereby acknowledged, the party of the first part does hereby grant and convey unto the party of the second part **as his sole and separate equitable estate**, with General Warranty and English Covenants of Title, the following described real estate, to-wit:

That certain lot or parcel of land, together with all improvements thereon and privileges, easements and appurtenances thereunto belonging, lying and being in the Town of Amherst, in the County of Amherst, Virginia, designated as Lots 1, on a certain plat entitled "Map Showing the Property, Estate of Dr. Edward Sandidge at Amherst, Amherst County, Va.", surveyed 1962, by T. M. Saunders, S.A.C., a copy of which plat is recorded in the Clerk's Office of the Circuit Court of Amherst County, Virginia, in Deed Book 221, page 167, and according to which plat the lots are respectively described as follows, to-wit:

Beginning on the northeast margin of West Court Street at a point which is N. 67° 45' W. 87 feet 2 inches, more or less, from its intersection with the northwest line of Main Street, and running thence with said line of West Court Street N. 67° 45' W. 50 feet, and with that uniform width extending back between parallel lines N. 22° 15' E. 30 feet.

Deeds

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It being a portion of the same property conveyed to the party of the first part hereto by Louise S. Roberts by deed of even date herewith which deed is to be recorded contemporaneously herewith.

This property and the warranties herein contained are expressly subject, however to all easements, rights of way, conditions, restrictions and reservations affecting said real estate and now binding thereon as the same may be set forth or referred to in prior recorded deeds thereto or plats thereof.

It is hereby mutually understood and agreed between the parties hereto that the tax assessed against said real estate for the current year shall be prorated between said parties as of the date of the delivery of this deed.

WITNESS the following signature and seal.

Edward S. Roberts (SEAL)
Edward S. Roberts

STATE OF NORTH CAROLINA
County OF Mecklenburg

The foregoing instrument was acknowledged before me this 17th day of February, 1989, by EDWARD S. ROBERTS.

My commission expires 8/23/91.

Michael J. Mittelman
Notary Public

MICHAEL J. MITTELMAN NOTARY PUBLIC MECKLENBURG CO., N.C.

State Tax	$ 21.00	In the Clerk's Office of the Circuit Court of the County
County Tax	$ 7.00	of Amherst, Va., this 1 day of March 1989
Transfer Fee	$ 1.00	
Clerk's Fee	$ 10.00	
Rights	$ 10.29	
Tax 58-54.1	$ 14.00	
	$	Teste: Clerk
Total	$ 53.00	By Deborah Coffey Deputy Clerk

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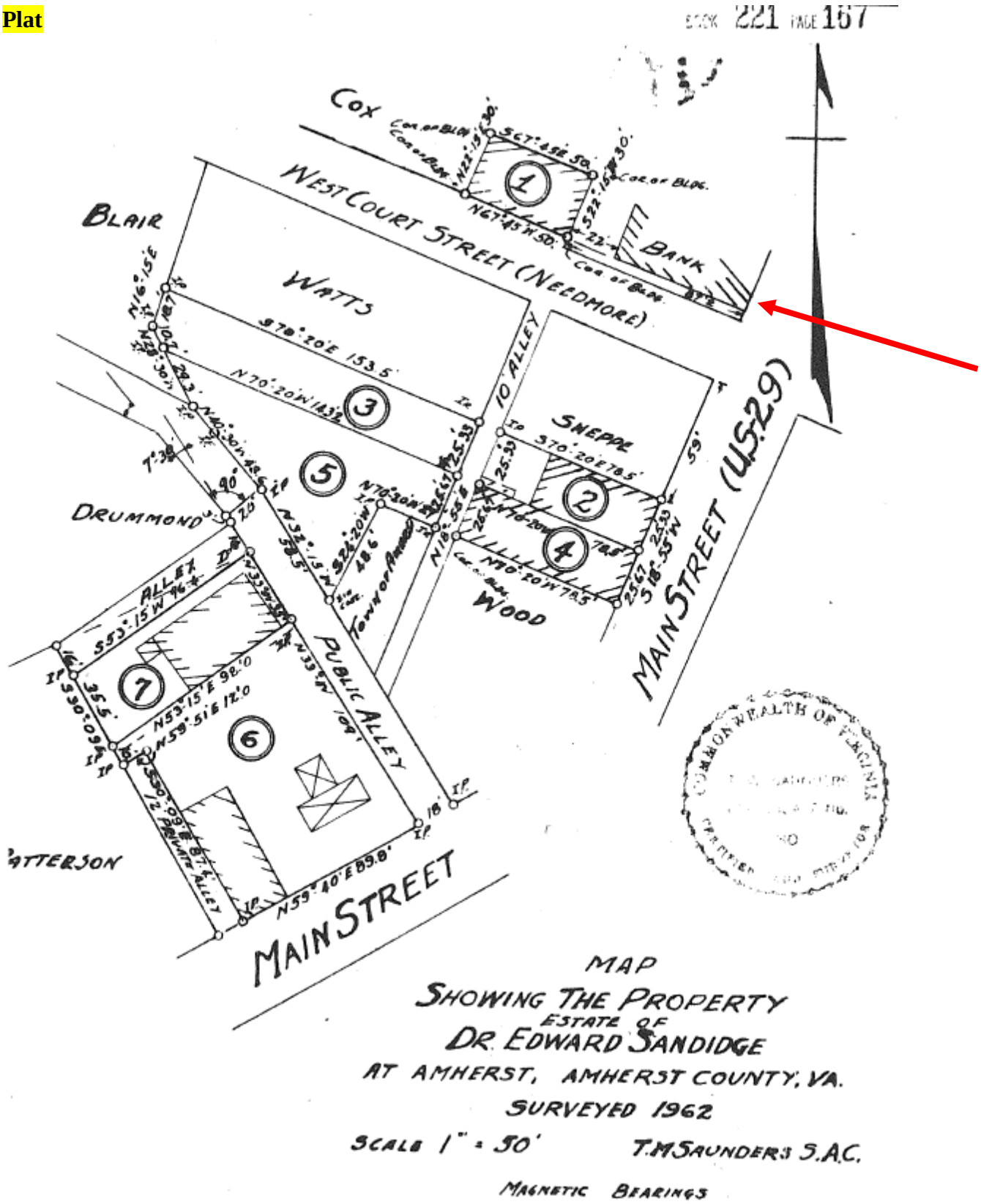
Plat



MAP
SHOWING THE PROPERTY
ESTATE OF
DR. EDWARD SANDIDGE
AT AMHERST, AMHERST COUNTY, VA.
SURVEYED 1962
SCALE 1" = 50' T.M. SAUNDERS S.A.C.
MAGNETIC BEARINGS