

Total Fees Due: \$ 640.00 ✓  
Application Fee: \$550.00 plus \$30.00 per acre

Date Application & Fee Received: 9-7-18  
Received by: Banka

## Application for Change of Zoning District (Rezoning) City of Harrisonburg, Virginia

[www.harrisonburgva.gov/zoning-applications](http://www.harrisonburgva.gov/zoning-applications)

### Section 1: Description of Property

Location (street address): 1361 N. Main Street Harrisonburg, VA 22802  
Tax Map Number: Sheet: 42 Block: B Lot: 5 Total Land Area: 1.56 acres or sq. ft.  
Existing Zoning District: R-2 Proposed Zoning District: B-2C  
Existing Comprehensive Plan Designation: ~~B-2~~ Commercial

### Section 2: Property Owner's Information

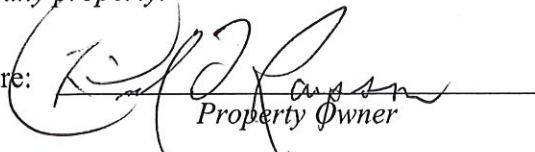
Property Owner's Name: Richard L. & Betty K. Sampson  
Street Address: 1361 N. Main Street Email: \_\_\_\_\_  
City: Harrisonburg State: VA Zip: 22802  
Telephone: Work: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile/Home: 540.578.3000

### Section 3: Owner's Representative Information

Owner's Representative: Ellen D. Harrison  
Street Address: 1241 N. Main Street Email: eharrison@hrcsb.org  
City: Harrisonburg State: VA Zip: 22802  
Telephone: Work: 540.434.1941 Fax: \_\_\_\_\_ Mobile/Home: 540.830.5315

### Section 4: Certification

*I certify that the information supplied on this application and on the attachments provided (maps and other information) is accurate and true to the best of my knowledge. In addition, I hereby grant permission to the agents and employees of the City of Harrisonburg to enter the above property for the purposes of processing and reviewing this application. I also understand that, when required, public notice signs will be posted by the City on any property.*

Signature:   
Property Owner

### Section 5: Required Attachments to be provided by Applicant

- Letter explaining Proposed Use & Reasons for Seeking Change in Zoning
- Statement of Proffers, if applying for conditional rezoning
- Survey of Property or Site Map
- Traffic Impact Analysis (TIA) Determination Form OR Traffic Impact Analysis (TIA) Acceptance Letter signed by Public Works Department - Applicant is responsible for coordinating with Public Works Department prior to submitting Rezoning application. More information at [www.harrisonburgva.gov/traffic-impact-analysis](http://www.harrisonburgva.gov/traffic-impact-analysis).

Total Fees Due: \$ ~~600.00~~ <sup>included</sup> with fee ~~noted~~ on appl. for 1361 N. Main St. Date Application & Fee Received: 9-7-18  
Application Fee: \$550.00 plus \$30.00 per acre Received by: Osanka

## Application for Change of Zoning District (Rezoning) City of Harrisonburg, Virginia

[www.harrisonburgva.gov/zoning-applications](http://www.harrisonburgva.gov/zoning-applications)

### Section 1: Description of Property

Location (street address): 1353 N. Main Street Harrisonburg, VA 22802  
Tax Map Number: Sheet: 42 Block: B Lot: 3 Total Land Area: .46 acres or sq. ft.  
Existing Zoning District: B-2C Proposed Zoning District: B-2C  
Existing Comprehensive Plan Designation: \*requesting to remove the condition of the privacy fence  
Public / Semi-Public

### Section 2: Property Owner's Information

Property Owner's Name: Harrisonburg-Rockingham Community Services Board  
Street Address: 1241 N. Main Street Email: \_\_\_\_\_  
City: Harrisonburg State: VA Zip: 22802  
Telephone: Work: 540.434.1941 Fax: \_\_\_\_\_ Mobile/Home: \_\_\_\_\_

### Section 3: Owner's Representative Information

Owner's Representative: Ellen D. Harrison  
Street Address: 1241 N. Main Street Email: eharrison@hrcsb.org  
City: Harrisonburg State: VA Zip: 22802  
Telephone: Work: 540.434.1941 Fax: \_\_\_\_\_ Mobile/Home: 540.830.5315

### Section 4: Certification

*I certify that the information supplied on this application and on the attachments provided (maps and other information) is accurate and true to the best of my knowledge. In addition, I hereby grant permission to the agents and employees of the City of Harrisonburg to enter the above property for the purposes of processing and reviewing this application. I also understand that, when required, public notice signs will be posted by the City on any property.*

Signature:   
Property Owner

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- Statement of Proffers, if applying for conditional rezoning
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September 27, 2018

City of Harrisonburg  
Department of Planning & Community Development  
409 South Main Street  
Harrisonburg, VA 22801

RE: Tax Map 42-B-5 [R-2 to B2C]  
Tax Map 42-B-3 .46 +/- acres portion of whole [B-2C to B-2C amending proffers]

Dear Commission Members:

This letter is submitted as part of the application to rezone 1361 N. Main Street (1.56 acres / Tax Map 42-B-5) from R-2 to B-2C and to rezone a portion of Tax Map 42-B-3 (0.46 acres) from B-2C to B-2C by amending proffers.

The Property addressed as 1361 N. Main Street is immediately to the north of our existing parcel of land. Given the plans for the Harrisonburg-Rockingham Community Services Board to build a new facility, the additional acreage accommodates a better placement of the building and additional parking for clients, staff and agency cars. We currently have a contract to purchase said property, a copy of which is attached.

The property is improved with a residence and our short-term plans do not currently include any major construction or renovation. Instead, we plan to use the existing residence for temporary office space because the CSB and the McNulty Center for Children and Family Services are in desperate need of additional space for services. Temporary staff moves into this structure will free up space for the provision of clinical services at our main office sites. We do anticipate that current and future structures on these two contiguous lots will serve the public for clinical services, including both office / business space and corresponding parking lots.

Additionally, this letter is to serve as notice of request to remove from the 0.46 acre portion of Tax Map 42-B-3, the condition of a privacy fence along the northeastern property line, extending southeastward from the northwest corner of property (at terminus of existing privacy fence) before turning perpendicularly southwestward and terminating at the northeast corner of existing two-story building.

The Harrisonburg-Rockingham Community Services Board proffers that the development of the subject properties shall be in accordance with the stated intent of permitted uses as described in the enclosed statement of proffers.

Respectfully Submitted,

A handwritten signature in cursive script, appearing to read "Ellen D. Harrison". The signature is written in black ink and is positioned above the printed name.

Ellen D. Harrison

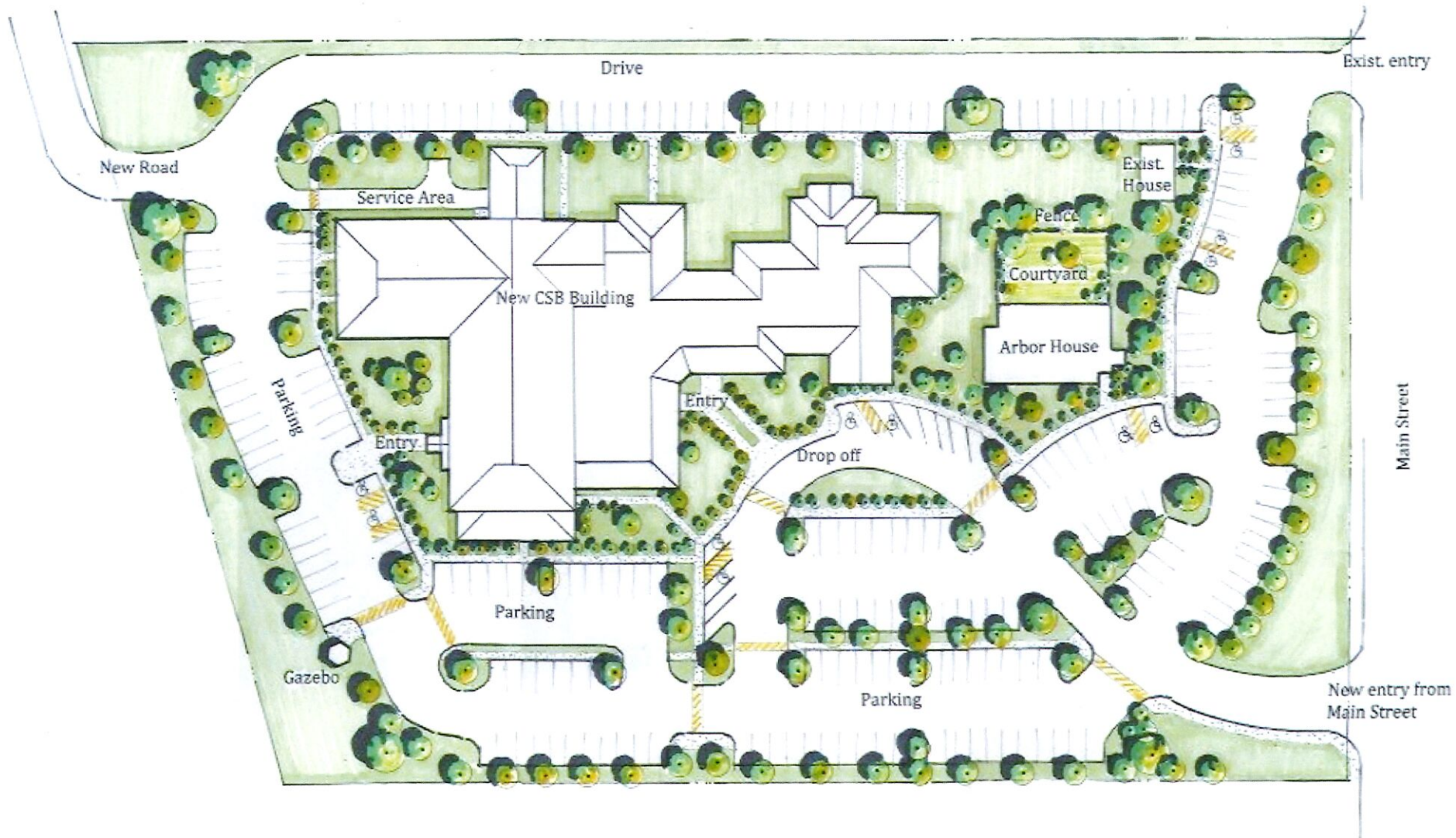
In connection with the rezoning request for the property located at 1361 North Main Street (TM 42-B-5) the following permitted uses are hereby proffered:

1. Mercantile establishments which promote the show, sale and rental of goods, personal service establishments, restaurants and other shops and stores customary to shopping centers and convenience outlets.
2. Governmental, business and professional offices and financial institutions.
3. Hotels, motels and similar types of transient accommodations. Nontransient housing facilities are not permitted nor may existing housing facilities be expanded.
4. Theaters, community rooms, museums and galleries and other places of assembly for the purpose of entertainment or education. In addition, customary recreational and leisure-time activities which are compatible with surrounding uses are permitted.
5. Religious, educational, charitable or benevolent institutional uses which do not provide housing facilities.
6. General service or repair shops permitted by right in the B-1 Central Business district but without the limitation as to the number of employees.
7. Pet shop or pet grooming establishment and animal hospitals.
8. Radio and television stations and studios or recording studios.
9. Public utilities, public service or public transportation uses or buildings, generating, purification or treatment plants, water storage tanks, pumping or regulator stations, telephone exchange and transformer or substations.
10. Warehousing and other storage facilities with floor area limited to twenty thousand (20,000) square feet, which are contiguous to permitted uses in this district.
11. Public and privately owned parking lots and parking garages.
12. Accessory buildings and uses customarily incidental to any of the above listed uses.
13. Research and development activities which do not cause any more smoke, dust, odor, noise, vibration or danger of explosion than other uses permitted in this district and which involve no more than fifteen (15) percent of the gross floor area in the assembling or processing of products. Any assembling or processing shall only involve products developed on the premises. All services and storage shall be conducted within the principal structure which is to be completely enclosed.
14. Plant nurseries, greenhouses, landscaping businesses, and similar operations provided any outside storage of material, other than plants, must be screened.
15. Public uses.
16. Concealed wireless telecommunications facilities, industrial microcells, distributed antenna systems, and macrocells. Telecommunications towers are permitted only by special use permit. Wireless telecommunications facilities are further regulated by article CC.

Special use permits shall be permitted as approved by City Council.

  
\_\_\_\_\_  
Signature, Property Owner

09-27-18  
Date



Site Plan - New CSB Building on North Main Street

1" = 30'



City of Harrisonburg, VA  
Department of Public Works

Determination of Need for a  
Traffic Impact Analysis (TIA)

www.harrisonburgva.gov/traffic-impact-analysis

<b>Contact Information</b>				
Consultant Name: Telephone: E-mail:	Ellen D. Harrison 540.434.1941 eharrison@hrcsb.org			
Owner Name: Telephone: E-mail:	Richard L. & Betty K. Sampson 540.578.3000			
<b>Project Information</b>				
Project Name:	Harrisonburg-Rockingham Community Services Board			
Project Address: TM #:	1361 N. Main Street Harrisonburg, VA 22802			
Existing Land Use(s):	R-2			
Proposed Land Use(s): (if applicable)	B-2			
Submission Type:	Comprehensive Site Plan <input type="radio"/>	Special Use Permit <input type="radio"/>	Rezoning <input checked="" type="radio"/>	Preliminary Plat <input type="radio"/>
Project Description: (Include site plan or preliminary sketch and additional details on land use, acreage, access to site, etc)	For expansion of administrative and outpatient clinical space; with long term plans for small residential occupancy in existing structure.			
<b>Peak Hour Trip Generation (from row 15 on the second page)</b>				
AM Peak Hour Trips:	34			
PM Peak Hour Trips:	77			

**(reserved for City staff)**

TIA required? Yes \_\_\_\_\_ No

Comments:

Accepted by: 

Date: 09/06/2014

Revised Date: May 2017

### Peak Hour Trip Generation by Land Use

Row	Land Use	ITE Land Use Code	Unit	Quantity	AM Peak Hour of Adjacent Street Traffic	PM Peak Hour of Adjacent Street Traffic
1	Proposed #1	712	1000 SF	3.8	7	9
2	Proposed #2	620	Beds	7	1	2
3	Proposed #3	712	1000 SF	2.3	4	6
4	Proposed #4	720	1000 SF	26	67	90
5	Proposed #5	710	1000 SF	26	30	32
6	Proposed #6					
7	Total New Trips				109	139
8	Existing #1	712	1000 SF	3.8	7	9
9	Existing #2	620	Beds	7	1	2
10	Existing #3	710	1000 SF	6.5	33	8
11	Existing #4	720	1000 SF	11.8	33	42
12	Existing #5	210	DU	1	1	1
13	Existing #6					
14	Total Existing Trips				75	62
15	Final Total (Total New – Total Existing)				34	77

#### Instructions

Determination of trip generation rates shall be in conformance with ITE guidelines.

1. Based on the intended use(s), calculate the AM Peak and PM Peak trip generation using the AM and PM Peak Hour of Adjacent Street Traffic rates from the most current version of the ITE Trip Generation Manual (rows 1-6). Attach additional sheets as necessary for more uses.
2. Sum up all of the trips generated for the new uses in the Total New Trips row (row 7).
3. If the development has any existing uses, calculate the AM Peak and PM Peak trip generations using the AM and PM Peak Hour of Adjacent Street Traffic rates from the most current version of the ITE Trip Generation Manual (rows 8-13). Attach additional sheets as necessary for more uses.
4. Sum up all of the trips generated for the existing uses in the Total Existing Trips row (row 14).
5. Subtract the total existing trips from the total new trips to get the final total number of trips generated by the development (row 15). Enter these numbers on the first page.



**REAL ESTATE PURCHASE AND SALE AGREEMENT  
FOR A BARGAIN SALE**

This is a legally binding contract. Seek competent advice before signing.

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT is made as of August 31, 2018, between Richard L. Sampson and Betty K. Sampson (“Seller”) and Rockingham-Harrisonburg Halfway House, Inc. (“Buyer”). The effective date of this Agreement (“Effective Date”) is the date of Seller’s acceptance as indicated by its dated signature.

1. **Purchase and Sale.** Subject to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase from Seller, the parcel(s) of land in the City of Harrisonburg, Virginia, having an address of 1361 N. Main Street, being Tax Parcel 42-B-5, Lot 5, Spotts-wood Park according to the plat of record in Deed Book 124, page 472, together with all easements, rights and appurtenances thereto and together with all buildings, fixtures and other improvements thereon, and together with all of Seller’s right, title and interest in appliances and awnings (collectively, the “Property”), excluding the following which does not convey and will be retained and removed by Seller prior to Closing: one awning in the front yard, one awning in the back yard (provided that the awning attached to the house will convey), all white fencing around the Property, any plants (including rose bushes) that Seller desire to take so long as holes are filled and compacted (provided that trees shall convey and may not be removed), and all personal possessions and furniture, including two refrigerators and two freezers.

2. **Purchase Price; Bargain Sale.** The purchase price (the “Purchase Price”) for the Property is Three Hundred Nineteen Thousand Six Hundred Eighty Dollars (\$319,680). Buyer is a 501(c)(3) charitable organization, and this is intended to be a bargain sale with Seller making a gift of the difference between the Purchase Price and the fair market value of the Property as determined by an appraisal obtained by Seller at their expense. At Closing, upon receipt of a copy of an acceptable appraisal, Buyer agrees to provide acknowledgement of such gift to Seller. Buyer makes no representations or warranties of the amount or tax treatment of any gift, and Seller is advised to consult with their tax advisors.

3. **Pre-Closing.**

(a) **Title and Survey Matters.** Buyer shall promptly order a title examination and at Buyer’s option, a current survey of the Property. If the title or survey are unacceptable to Buyer, then Buyer may deliver notice of objection to Seller. If Seller is unable or unwilling to cure those objections within thirty (30) days after receipt of Buyer’s objection notice, then Seller shall notify Buyer in writing and Buyer shall elect within ten (10) days to either waive the uncured objection and proceed to Closing or terminate this Agreement. Seller shall not create or expand any easements, leases or other title matters affecting the Property prior to Closing.

(b) **Physical Inspection.** Buyer has had the opportunity prior to Closing to inspect the Property, and this Agreement is not contingent upon satisfactory results of an inspection of the Property. However, Buyer shall have the right to enter onto the Property prior to Closing, at Buyer’s sole risk, for study, engineering and planning purposes.

(c) **Zoning.** Seller acknowledges that Buyer intends to rezone the Property, and grants Buyer the right to apply for and pursue approval of rezoning in Seller’s name on such terms as Buyer decides. Seller agrees to sign any applications, proffers or other documents needed to facilitate rezoning within two business days of request.

4. **Closing Matters.**

(a) **Closing.** The closing (“Closing”) shall be held at the office of Buyer’s settlement agent at the earliest practical date after receipt and review of title under Section 3(a) above, but no later than October 31, 2018. At Closing, Buyer shall deliver to Seller the Purchase Price by cash, certified check, cashier’s check or wire transfer,

and Seller shall convey the Property to Buyer by General Warranty Deed with English covenants of title, free and clear of all liens and subject only to those title matters to which Buyer has not timely objected or waived its objection as provided in this Agreement (the "Permitted Exceptions").

Seller shall also execute and deliver, as reasonably required by the settlement agent or Buyer: (i) an affidavit of Seller certifying that Seller is not a "foreign person" under the Foreign Investment in Real Property Tax Act of 1980, (ii) Form 1099 and if applicable, Virginia Form R-5 evidencing the Seller's social security number, state of residence, and other tax reporting information, and (iii) the form of affidavit reasonably required by Buyer's title company to remove from the title policy the preprinted exceptions for mechanics' liens, survey matters and unrecorded leases. At Closing, Seller shall pay grantor's recordation tax, lien release costs and deed preparation costs. Buyer shall pay all other customary charges regarding the Closing. Each party shall pay its own attorneys' fees.

(b) Prorations. All current property taxes, rents, utility charges and all other assessments and charges for the Property shall be prorated to the Closing date. If Closing occurs before the tax rate or assessed value of the Property is fixed for the then-current year, proration shall be based on the most recent tax rate applied to the most recent assessment, as full and final apportionment.

(c) Possession. Possession of the Property shall be delivered to Buyer at Closing, subject to the Permitted Exceptions, broom clean (if applicable) and in the same condition as in existence on the date of this Agreement, reasonable wear and tear excepted, subject to Section 6 below. *Seller agrees to move all personal possessions on or before November 30, 2018.*

8/31/2018  
EDH  
RLS

5. Representations And Warranties. Each party's obligations under this Agreement are conditioned on the following representations and warranties of the other party being true in all material respects. The representations and warranties shall survive Closing and delivery of the deed.

(a) Of Seller. Seller represents and warrants to Buyer that, as of the date of this Agreement and as of Closing:

(i) There is no action, suit, legal proceeding or other proceeding pending or to the best knowledge of Seller, threatened against Seller or the Property in any court or before any arbitrator or other governmental body which would adversely affect the sale of the Property to Buyer, or Buyer's rights to the Property after Closing. Seller is not in default with respect to any order of any court, arbitrator or governmental body.

(ii) Seller has not received notice from any governmental authority that the Property is in violation of any applicable law, ordinance, or regulation, including without limitation any environmental law or building code.

(iii) Seller has no knowledge of any adverse environmental conditions on or under the Property and no knowledge of any hazardous substances or materials (including without limitation, PCBs or asbestos, other than noted below) or underground storage tanks located on or under the Property, except:

          n/a          

(iv) Seller represents, warrants and covenants that neither Seller is listed on any publicly available list of terrorists, terrorist organizations, or narcotics traffickers maintained by the Office of Foreign Asset Control, Department of the Treasury under the Patriot Act, the United States Department of State, the United States Department of Commerce, or any other governmental authority, nor is either Seller engaged in or been convicted, pleaded *nolo contendere*, indicted, arraigned, or detained on charges involving money laundering or predicate crimes to money laundering, drug trafficking, terrorist-related activities or other money laundering predicate crimes or in connection with what is commonly known as the "Bank Secrecy Act." Seller hereby agrees to defend, indemnify, and hold harmless Purchaser from and against any and all claims, damages, losses, risks, liabilities, and expenses (including attorneys' fees and costs) arising from or related to any breach of the foregoing representations.

(b) Entity Representations and Warranties. If either Seller or Buyer is an entity, not an individual, then such party represents and warrants to the other party that, as of the date of this Agreement and as of Closing, such party (i) is duly organized and in good standing under the laws of the state of its formation, and (ii) is duly authorized to enter into this Agreement and to perform its obligations under this Agreement, which performance will not violate its governing documents or any other contract to which it is a party.

6. Risk Of Loss. If, prior to Closing, the Property suffers any damage from fire or other casualty or action is initiated or threatened to take any of the Property by eminent domain or deed in lieu thereof, Buyer shall have ten days from receipt of written notice of such event to advise Seller that Buyer elects to (a) terminate this Agreement, or (b) proceed to Closing with the proceeds of any insurance or condemnation attributable to the Property, up to the Purchase Price, being assigned to Buyer at Closing.

7. Default. If a party breaches this Agreement, the other party may terminate this Agreement by written notice, in addition to all other remedies available at law or in equity. Upon termination of this Agreement by reason of a Seller default, Buyer shall be entitled to all remedies available at law or in equity. The prevailing party in any suit or claim shall be entitled to recover, in addition to all other remedies, reasonable attorneys' fees and costs.

8. Agency Disclosure. The parties represent and warrant to each other that no other brokerage commission or finder's fee is payable to any party. Each party agrees to indemnify and hold the other harmless from claims for commissions or fees, other than those shown above, which arise from the acts of that party. This paragraph shall survive termination of this Agreement and shall survive Closing.

9. Miscellaneous.

(a) Notice. Notices under this Agreement must be in writing and will be effective on the date of actual receipt by mail, hand delivery or fax, or when the attempted initial delivery is refused or cannot be made because of a change of address of which the sending party was not notified. Either party may change its address for notice by giving notice to the other party. The parties' addresses are listed by their signatures.

(b) Entire Agreement. This Agreement represents the entire agreement of the parties as to the Property and may be amended only in writing.

(c) Successors and Assigns. This Agreement shall bind and inure to the benefit of Seller and Buyer and their respective successors and assigns.

(d) Construction. Paragraph headings are for convenience only. Each party agrees that this Agreement should be interpreted according to the fair meaning of its language, and not more strictly for or against either party.

BUYER:  
Rockingham-Harrisonburg Halfway House, Inc.  
Allen D. Harrison  
By: Allen D. Harrison Its: Trustee  
Date: 8/30/2018  
Address: 1241 N. Main St.  
Harrisonburg, VA 22802  
Phone (540) 434-1941 / Fax (540) 434-1791

SELLER:  
Richard L. Sampson  
Richard L. Sampson  
Date: 08-31-18  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone/Fax: \_\_\_\_\_  
Betty K. Sampson  
Betty K. Sampson

Date: 08-31-18  
Address: Same as above

705057

Addenda attached to and made a part of this Agreement:

- (A) RESIDENTIAL PROPERTY CONTRACT ADDENDUM
- (B) DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS
- (C) RESIDENTIAL PROPERTY DISCLOSURE
- (D) AFFIRMATIVE WRITTEN DISCLOSURES
  - i. FIRST SALE OF A DWELLING (N/A)
  - ii. PLANNING DISTRICT 15 (N/A)
  - iii. MILITARY AIR INSTALLATION (N/A)
  - iv. DEFECTIVE DRYWALL \_\_\_\_\_
  - v. PENDING BUILDING CODE OR ZONING ORDINANCE VIOLATIONS \_\_\_\_\_
  - vi. SEPTIC SYSTEM OPERATING PERMITS \_\_\_\_\_

**RESIDENTIAL PROPERTY CONTRACT ADDENDUM**

1. Residential Property Disclosure. The Virginia Residential Property Disclosure Act (Section 55-517 through 55-525 of the Code of Virginia) requires the Seller of certain residential property to provide notification to the Purchaser

of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information. The purchaser is advised to consult the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT webpage ([http://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)) for important information about disclosures required by law that may affect the buyer's decision to purchase the real property described above. Attached to this agreement is the Residential Property Disclosure Statement and Acknowledgement form of all required disclosures.

2. Lead-Based Paint Disclosure. Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the purchaser with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the purchaser of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

**Seller's Disclosure (initial)**

- \_\_\_ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
- Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).  
\_\_\_\_\_
  - Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- \_\_\_ (b) Records and reports available to the seller (check one below):
- Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).  
\_\_\_\_\_
  - Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

- SDP (c) Purchaser has received copies of all information listed above.
- SDP (d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- SDP (e) Purchaser has (check one below):
- Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

- Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.


By execution of this agreement the parties hereto certify that they have reviewed the information above and certify, to the best of their knowledge, that such information is true and accurate.


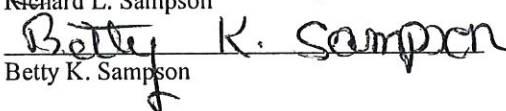
3. **Choice of Settlement Agent.** You (the Purchaser) have the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing your transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, your lender will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party. The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

4. **Virginia Property Owners' Association Act.** Seller represents that the Property is not located within a development which is subject to the Virginia Property Owners' Association Act ("POA Act"). The Property is not subject to the Virginia Condominium Act.

5. **Notice as to Mechanics Lien Issues.** Virginia law (§ 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

Rockingham-Harrisonburg Halfway House, Inc.

  
By: Ellen D. Harrison Its: Truman

  
Richard L. Sampson  
  
Betty K. Sampson



## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT ACKNOWLEDGEMENT BY SELLER AND PURCHASER

The Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) requires the owner of certain residential real property—whenever the property is to be sold or leased with an option to buy—to provide notification to the purchaser of any disclosures required by the Act and to refer the purchaser to the Real Estate Board website referenced below for additional information.  
Certain transfers of residential property are excluded from this requirement (see § 55-518).

PROPERTY ADDRESS/  
LEGAL DESCRIPTION:

1361 N. Main St. Harrisonburg, VA 22802

The purchaser is advised to consult the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT webpage ([http://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](http://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)) for important information about disclosures required by law that may affect the buyer's decision to purchase the real property described above.

**The owner(s) hereby provides notification** as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55-523, further acknowledges having been informed of the rights and obligations under the Act.

[Signature]  
Owner  
8/31/18  
Date

[Signature]  
Owner  
8-31-18  
Date

**The purchaser(s) hereby acknowledges receipt of notification** of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55-517 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55-523, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

[Signature]  
Purchaser  
8/31/2018  
Date

\_\_\_\_\_  
Purchaser  
\_\_\_\_\_  
Date