

WOLTZ
& ASSOCIATES
INC.
BROKERS & AUCTIONEERS

REAL ESTATE AUCTION

PRELIMINARY REAL ESTATE BIDDER PACKET

PROPERTY 1
Wohlfahrt Haus Dinner Theatre
170 Malin Drive
Wytheville, Virginia

November 15, 2024
2:00 PM
Sale Site: Wytheville Meeting Center

Jonna McGraw (VA #2434)

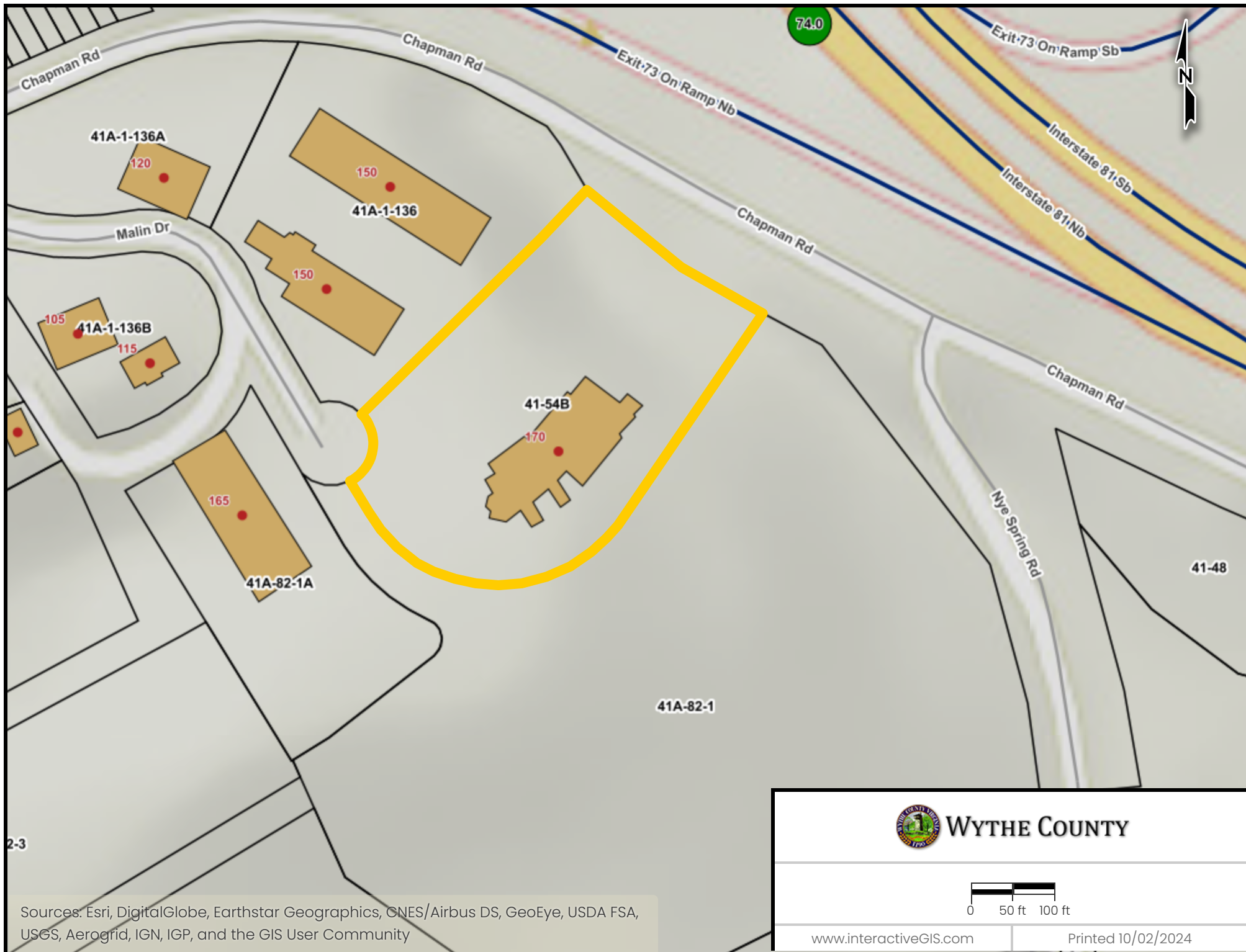
**The information contained herein is provided as a courtesy to prospective bidders.
Bidders are responsible for performing their own due diligence.**

MAP/PLAT

[illegible]

This map/plot is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

WYTHE COUNTY GIS INFORMATION



State Use Comm - Indl
Print Date 2/10/2023 1:44:49 AM

	Total Card Land Units	2,930	SF	Parcel Total Land Area	2,930		Total Land Value	574,300
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State Use Comm - Indl
Print Date 2/10/2023 1:44:49 AM

AERIAL



ZONING

ARTICLE XI - BUSINESS DISTRICT B-2 (GENERAL)⁸⁹

11-1. USE REGULATIONS:

In Business District B-2, structures to be erected or land to be used shall be for one or more of the following or similar uses:

- 11-1.1 Single-family dwellings.
- 11-1.2 Multiple-family dwellings.
- 11-1.3 Mobile homes or manufactured homes with special exception permit. ^{35 41}
- 11-1.4 Rooming and boarding houses.
- 11-1.5 Bed and breakfast inn/tourist home.⁴⁴
- 11-1.6 Retail stores and service establishments.
- 11-1.7 Grocery stores.
- 11-1.8 Bake shops.
- 11-1.9 Drug stores.
- 11-1.10 Medical and dental supplies and appliances stores.
- 11-1.11 Auto and home appliance stores.
- 11-1.12 Wearing apparel stores.
- 11-1.13 Pickup laundry and dry-cleaning stations.
- 11-1.14 Laundromats.
- 11-1.15 Barber and beauty shops.
- 11-1.16 Banks.
- 11-1.17 Restaurants.
- 11-1.18 Theaters.
- 11-1.19 Office buildings.
- 11-1.20 Motels and hotels.
- 11-1.21 Assembly halls.

- 11-1.22 Newsstands.
- 11-1.23 Commercial greenhouses.
- 11-1.24 Clubs and lodges.
- 11-1.25 Funeral homes; crematoriums as an ancillary use to funeral homes.¹⁰⁴
- 11-1.26 Service stations (with major repair under cover.
- 11-1.27 Auto garages, sales, and service.
- 11-1.28 Retail and wholesale lumber and building supply, with storage under cover. Cover shall be construed to be a building with a roof and at least three sides. No planing or other major machinery work may be performed.
- 11-1.29 Retail and wholesale plumbing and electrical supply, with storage under cover. Cover shall be construed to be a building with a roof and at least three sides. Major machinery work may not be performed.
- 11-1.30 Wholesale and retail tire sales to include tire recapping facilities, provided the operation and storage is enclosed and under cover.
- 11-1.31 Machinery sales and service.
- 11-1.32 Newspaper offices and printing plants; light manufacturing processing operations creating or likely to create neither smoke, noise, vibration, fumes, odor, nor dust detrimental or likely to become detrimental to the health, safety, or general welfare of the community; and provided further that such operations shall not be conducted within one hundred (100) feet of the boundaries of any R-1, R-2, or R-3 Residential Districts.
- 11-1.33 Wholesale distribution and processing not objectionable because of dust, noise, or odors, with a conditional use permit.
- 11-1.34 Wholesale distribution of gasoline and fuel oil, provided that all tanks for storage of such fuels located in a B-2 Business zone shall be located below the surface of the ground and that the same shall be located-at least fifty (50) feet from any street or property line, or the tanks may be located aboveground if they are located at least fifty (50) feet from any street or property line, a permanent impervious containment area is built around the tank(s) capable of holding the capacity of the tank(s), (See Section 11-6.3 for screening requirements).^{105 66}
- 11-1.35 Retail distribution of liquefied petroleum gas, provided that storage tanks for such fuel shall not exceed twelve hundred (1,200) gallons water capacity; shall be at least twenty-five (25) feet from buildings, streets, and property

lines; shall be adequately barricaded to prevent damage by collision if installed above ground; and provided further that such installations shall fully comply with the standards of the National Fire Protection Association. (See Section 11-6.3 for screening requirements).¹⁰⁵

- 11-1.36 Other retail businesses similar to those listed.
- 11-1.37 Hospitals, general.
- 11-1.38 Public and semi-public uses, such as schools, churches, libraries, and private schools.³
- 11-1.39 Public or community operated playgrounds, parks, and similar recreational facilities.
- 11-1.40 Public utilities: transformer substations, transmission lines and towers, pipes, meters and other facilities for the provision and maintenance of public utilities, including railroads (except railroad yards) and water and sewer installations.
- 11-1.41 Accessory buildings, structures, and/or apparatus permitted as defined; however, garages, carports or other accessory structures attached to the main building shall be considered part of the main building. No accessory building may be closer to any property line as provided hereinafter, with exception that this shall not apply to an alley line. Accessory buildings are permitted in rear yards only. The total ground area occupied by accessory buildings may not exceed twenty-five percent (25%) of the rear yard area. Accessory buildings on corner lots may not be closer to the street line than the minimum side yard for a dwelling on such lots.⁴⁰ Satellite dish antennas larger than three (3) feet in diameter shall be considered accessory structures and shall be setback at least five (5) feet from the property line.⁴⁹
 - A. Semi-trailers which are licensed shall be permitted as defined in the Definitions section of this ordinance.⁷⁶
 - B. Shipping containers shall be permitted as defined in the Definitions section of this ordinance.⁵⁷ In Business Districts, shipping containers shall be permitted to be located to the rear or side of the business building. Shipping containers in Business Districts shall also be screened from view from the public right-of-way by means of fencing, landscaping, earth berms, or other means of no less than the height of the shipping container (See Section 16-20.6 Chart 2).¹⁰⁵
- 11-1.42 Signs permitted under Chapter 21 of this Ordinance regulating outdoor advertising.²⁴
- 11-1.43 Upholstery shops operating in enclosed buildings.⁴⁵

- 11-1.44 Off-street parking as required by this Ordinance.
- 11-1.45 Warehouses -- Type I.²⁰
- 11-1.46 Adult uses with a special exception permit, but no adult use may be established within 300 feet of any such other adult use, and no adult use may be established within 600 feet of a residentially zoned district (R-1, R-2, R-3, R-3MH, R-3FH) or any agriculturally zoned district (A-1) or any church or place of worship, public library, public or private school, educational institution, public park, public playground, public playfield, or child care center in existence at the time of the establishment of the adult use.
- A. **Establishment:** The establishment of an adult use as defined herein includes the opening of such business, the relocation of such business, the enlargement of such business in size or area, or the conversion in whole or in part of an existing business into any adult use.
- B. **Measurement of Distance:** All distances specified herein shall be measured from the property line of one use to another. The distance between an adult use and another adult use or a residentially zoned or agriculturally zoned district shall be measured from the property line of the use to the nearest point of the boundary line of another adult use, residentially zoned use, or agriculturally zoned use.⁶⁴
- 11-1.47 Wholesale and retail grain and feed sales.⁷⁷
- 11-1.48 Indoor archery range.⁷⁸
- 11-1.49 Indoor shooting range.⁷⁸
- 11-1.50 Clinic - Medical, Psychiatric or Surgical.⁸⁹
- 11-1.51 Medical Office.⁸⁹
- 11-1.52 Outpatient Substance Abuse Treatment Center.⁸⁹
- 11-1.53 Brewery, within 660 feet of the interstate corridors.⁹²
- 11-1.54 Brewery, Craft or Pub; Brewery, Micro, within 660 feet of the interstate corridors.⁹²
- 11-1.55 Distillery; Distillery, Alcoholic Beverage, within 660 feet of the interstate corridors.⁹²
- 11-1.56 Homestay.⁹⁸Temporary Family Health Care Structure.¹⁰⁰

11-1.58 Property Owner Scale Solar Collection Systems as defined in Article XXIV¹⁰⁷

11-1.59 Small Power Grid Scale Solar Energy Facilities as defined in Article XXIV¹⁰⁷

11-2. AREA REGULATIONS:

None, except for off-street parking required by this Ordinance and for permitted uses utilizing individual sewage disposal systems, the required area for any such use shall be approved by the health official. The administrator may require a greater area if considered necessary by the health official. For dwellings, the minimum lot area shall be the same as in Residential District R-3.⁷

11-3. SETBACK REGULATIONS:

None, except that the minimum setback for residences shall be the same as in Residential District R-3, and garages, gasoline or oil service stations may not have pumps situated nearer than twelve (12) feet to any property line.

11-4. FRONTAGE AND YARD REGULATIONS:

No side yard or rear yard shall be required except that for dwellings the minimum side yard and rear yard shall be the same as in Residential District R-3. See Section 3-77 for 7-23-79 changes.

11-5. HEIGHT REGULATIONS:

Buildings may be erected up to seventy-five (75) feet in height from grade.⁶⁷

11-6. FENCING & SCREENING REGULATIONS:¹⁰⁵

11-6.1 See Section 16-20 for general fencing and screening regulations.¹⁰⁵

11-6.2 Trash and Refuse Storage: For all business uses, all temporary lodging uses, all multi-family uses with five (5) or more units, all medical arts uses, and all public and semi-public uses, such as schools, churches, libraries, hospitals, and private schools, trash collection and storage areas, including dumpsters and other trash containers, shall be maintained in dumpster enclosures, as described in the chart found in Section 16-20.6. The Zoning Administrator may waive the dumpster enclosure requirement for small facilities if evidence is provided that an alternative trash removal system is provided.¹⁰⁵

11-6.3 All above ground oil, fuel, or propane tank(s) shall be fenced on all four (4) sides and screened on any side that is visible from a public right-of-way or adjacent residential uses. Screen fence shall meet the requirements set forth in Section 16-20.6 Chart 2. With the approval of the Planning Commission and Town Council, an earthen berm and landscaping or a

combination thereof may be permitted. If an earthen berm and landscaping is established as a method of screening, it shall be maintained throughout the life of the tanks.¹⁰⁵

**PERSONAL
PROPERTY
ON-SITE
NOT CONVEYING
WITH REAL
ESTATE**

EXBIHIT A
PERSONAL PROPERTY NOT CONVEYING WITH REAL ESTATE

All alpenhorns
All nutcrackers

Main Floor

Lobby

Grand piano
Framed photo of Peggy Sutphin
ATM machine (leased)
Original art on back wall (consigned)
Large stuffed toy (pink dog)

Box Office

Painting of theatre

Hall beside box office

2 amps

Gift Shop

All consignment items
Cuckoo clock

Matterhorn Restaurant

Framed prints
Cuckoo clock
Alcoholic beverages
Gemini PA system

Kitchen

Dishwasher (leased)
Food

Vestibule between Lobby & Theatre

Backdrop (subject: children)
Wooden table under backdrop
German sideboard/bar and carved wooden relief above it
Large Countyline fan
Wine Cooler (in storage closet)

Theatre & Stage Area

Large Countyline fan

Kawai electric baby grand piano
Scissor lift
Set backdrops
Black Casio electric keyboard
Handheld Pyle mics (4)
Pyle 50's mics (5)
Black mic stands (4)

Second Floor

Office 1

Two upholstered arm chairs
Keurig coffee maker
Danby mini refrigerator
Haier microwave
Space heater

Office 2

Nothing in this office will convey, except the 3 desks (one with hutch), file cabinet, and 2 small desk chairs

Office 3

HP computer, monitor & printer
Silver heavy duty hole punch
Small tv
Art, pictures, books and dvds
36" Santa and miscellaneous Christmas decorations
Four foldable black stools
Wohlfahrt Haus painting on closet door
Epiphone electric guitar (cream/gold)
Mapax drum set (silver)
Violin
Sophiamari accordion
Ibanez banjo

Office 4

Pitney Bowes postage machine (leased)

Storage Room 1

Piano bench
Small poster

IT Room

AT&T phone system (leased)

Hallway/Atrium

Wohlfahrt Haus sketch

Five wooden chairs

AltaLink B8065 copier (leased)

Art

Box of toys

Desk with hutch

Apple computer monitor

HP printer

Décor (cars, deer, lamp)

Round wood conference table

Basement**Laundry Room**

Clothes steamer

Exterior of Building**Bier Garten**

Portable fire pit

Rear of Building

U-Haul box truck (contents will convey)

TITLE COMMITMENT

Schedules A & B and Property Description

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Acquisition Title and Settlement Agency, Inc.
Issuing Office: 3140 Chaparral Drive, C-107
Roanoke, VA 24018
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: ATS-407-24
Issuing Office File Number: 24-42236-R
Property Address: 170 Malin Drive, Wytheville, VA 24382
Revision Number: 1

SCHEDULE A

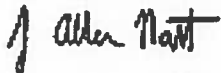
1. Commitment Date: August 30, 2024 8:00 AM
2. Policy to be issued:
 - (a) 2021 ALTA Owner's Policy

Proposed Insured:	Woltz & Associates
Proposed Amount of Insurance:	\$2,030,200.00
The estate or interest to be insured:	fee simple
3. The estate or interest in the Land at the Commitment Date is:
fee simple
4. The Title is, at the Commitment Date, vested in:
Wohlfahrt Haus, LLC, a Virginia Limited Liability Company
5. The Land is described as follows:
See Exhibit A attached hereto and made a part hereof.

**ACQUISITION TITLE AND SETTLEMENT
AGENCY, INC.**


3140 Chaparral Drive, C-107, Roanoke, VA 24018
Telephone: (540) 989-0884


Countersigned by:



J. Allen Natt, License #1042738
Acquisition Title and Settlement Agency, Inc.,
License #

FIDELITY NATIONAL TITLE INSURANCE COMPANY
P.O. Box 45023, Jacksonville, FL 32232-5023


By: _____
President


By: _____
Secretary

This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I – Requirements; and Schedule B, Part II – Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

27C170B46

ALTA Commitment for Title Insurance (7-1-21) w-VA Mod

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SCHEDULE B, PART I – Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

Duly authorized and executed Deed from Wohlfahrt Haus, LLC, a Virginia Limited Liability Company, to Woltz & Associates, to be executed and recorded at closing.
5. Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
6. Receipt of fully completed Owners' Affidavit.
7. Payment of all taxes up to and including those for the first half of 2024 and dating back to the delinquent periods, plus any penalties and interest which may accrue.
8. A Deed of Trust from The Wohlfahrt Haus, LLC to Robert A. Campbell, Trustee(s), securing an indebtedness to First Bank of Virginia, in the amount of \$2,400,000.00, dated February 1, 2006 and recorded on February 1, 2006 as Instrument #060000460 in the official records of Wythe County Recording Office to be satisfied and released.
NOTE: This Deed of Trust was modified by Instrument Numbers 100003263 and 200000107.
9. A Deed of Trust from The Wohlfahrt Haus, LLC to Robert A. Campbell, Trustee(s), securing an indebtedness to First Bank of Virginia, in the amount of \$150,000.00, dated March 12, 2008 and recorded on March 13, 2008 as Instrument #080000801 in the official records of Wythe County Recording Office to be satisfied and released.
NOTE: This Deed of Trust was modified by Instrument Number 110000049.
10. The Company must be provided with the following for Wohlfahrt Haus, LLC:
 - a. Articles of Organization and any amendments thereto;
 - b. Operating Agreement, if any, and any amendments thereto;
 - c. Certificate of Organization from the state where the limited liability company is in good standing
 - d. a Certificate of Fact from the state of origin as evidence that the limited liability company is in good standing at the time of execution and delivery of the document(s) to be insured

NOTE: All members of the limited liability company, or the managing member(s) designated in the Operating Agreement, must join in the execution of any instrument(s) required herein. In lieu thereof, such instrument(s) must be executed by the member(s) designated and authorized to act on behalf of the limited liability company as set forth in a satisfactory resolution signed by all members; the resolution shall be provided to the Company prior to closing.

11. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or fair market

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ALTA Commitment for Title Insurance (7-1-21) w-VA Mod

value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. A loan policy cannot be issued for less than the full principal debt secured; however, it may be issued in an amount up to but not to exceed 125% of the principal debt. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.

12. Proposed Insured must be identified and if same is a corporation, partnership or limited liability company, evidence of its organization and compliance with filing requirements of its jurisdiction of origin, and the jurisdiction of the location of the property, must be furnished.

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SCHEDULE B, PART II – Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Real estate taxes, other public charges (including, but not limited to, assessments by any county, municipality, Metropolitan District or Commission) and the balance of any such charges payable on an annual basis which are not yet due and payable.
3. Rights or claims of parties other than the Insured in actual possession of any or all of the property.
4. Easements, or claims of easements, not shown by the public records.
5. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Easement granted to Appalachian Power Company dated 4/15/1999 and recorded in Instrument Number 99-2211.
8. Easement granted to Appalachian Power Company dated 8/20/1962 and recorded in Deed Book 174, page 581.
9. Easement granted to United Inter-Mountain Telephone Company dated 10/5/1967 and recorded in Deed Book 197, page 560.
10. Easement granted to Commonwealth of Virginia dated 12/18/1962 and recorded in Deed Book 175, page 658.
11. Agreement for Hospital Sign between Robert and Virginia Johnson and Wythville Hospital Corporation dated 3/15/1968 and recorded in Deed Book 198, page 109.

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ALTA Commitment for Title Insurance (7-1-21) w-VA Mod

EXHIBIT "A"

The Land referred to herein below is situated in the County of Wythe, Commonwealth of Virginia and is described as follows:

BEGINNING at an iron pin on the southerly line of Chapman Road, being the northwesterly corner of the tract hereby conveyed, at a common boundary with W. E. Malin Estate; thence along the line with the Malin property, S. 36 deg. 7' W. 302.16 feet to a point marked by an iron pin; thence along a curve to the right having a radius of 168.52 feet and an arc of 341.96 feet to an iron pin; thence N. 27 deg. 37' total 56.27 feet to an X on curb and gutter having a radius of 40 feet and an arc of 61.27 feet to a point marked X on curve; thence N. 46 deg. 9' 00" E. 388.06 feet total along the Days Inn property line to Chapman Road; thence along the southerly boundary of Chapman Road to the point of BEGINNING, containing 2.93 acres, more or less, and more particularly described by a plat of survey titled "Wythe County, Virginia Town of Wytheville, Property of April, Inc., Deed Book 306, page 205", surveyed by H. L. Louthen, C. L. S. 0007548, dated August 21, 1989, and being all that remains of the tract of land described as containing 6.45 acres, more or less, in a certain deed to April, Inc., dated February 15, 1984, from Robert Eddystone Johnson and Virginia W. Johnson, his wife, which deed is of record in the Clerk's Office of the Circuit Court of Wythe County, Virginia, in Deed Book 306, page 205.

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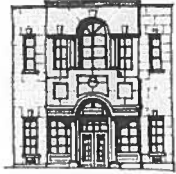
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**REAL ESTATE
PURCHASE
AGREEMENT**



WOLTZ
& ASSOCIATES
 INC.
 BROKERS & AUCTIONEERS

23 FRANKLIN ROAD SW
 ROANOKE, VIRGINIA 24011
 540-342-3560 or 800-551-3588
 FAX 540-342-3741
 Email: info@woltz.com

AUCTION
REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract; if not understood, seek competent advice before signing.)

AGENCY DISCLOSURE: REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY. The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check **either A or B** below.)

- A. X The Seller and the Buyer confirm that in connection with the transaction under this Agreement, the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller's agent.
- B. The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller's agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer's agent.

THIS AGREEMENT OF PURCHASE AND SALE (**Agreement**) made and entered into this 15th day of November, 2024 between Wohlfahrt Haus, LLC ("**Seller**"), _____, ("**Buyer**"), and Woltz & Associates, Inc. ("**Agent**").

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

REAL PROPERTY: Buyer agrees to buy, and Seller agrees to sell the land and all improvements located thereon in the County of Wythe, Virginia as shown and described as Auction Parcel 1, 2.93+/- ac. and improvements located at 170 Malin Drive and identified as Wythe County Tax Parcel 041-000-0000-0054B (the "**Property**"). (Complete legal description to be furnished in Deed)

PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is _____ Dollars (\$) ("**Purchase Price**").

DEPOSIT: The Buyer has made a deposit of _____ Dollars (\$) ("**Deposit**") by _____ [**Insert Check, Cash, or Wire**] in hand paid on the signing of this Agreement, paid by Buyer to Agent; receipt of which is hereby acknowledged. The Deposit shall be placed in Agent's escrow account until final settlement and may be placed in an interest-bearing account. The Buyer and Seller waive any claim to interest resulting from such Deposit.

THIS IS A CASH AGREEMENT. THERE IS NO CONTINGENCY FOR BUYER TO OBTAIN FINANCING. THE DEPOSIT IS NON-REFUNDABLE EXCEPT IN THE EVENT OF DEFAULT BY THE SELLER, The residue of the purchase price shall be payable as follows: Cash at Settlement on or before January 7, 2025 (the "**Settlement Date**"). If closing does not occur on or before Settlement Date, Buyer shall be in default. Seller may, in its sole discretion, permit closing after this date, and, in such case, shall charge the Buyer interest at the rate of 12% per annum of the total purchase price which shall be due and payable at closing. Seller will continue to utilize the Property until December 23, 2024, and Settlement

Date shall not be prior to December 24, 2024.

CONVEYANCE OF PROPERTY: The Seller agrees to convey the said Property with a General Warranty Deed, same to be prepared at the expense of the Seller and the cost of Virginia Grantor's tax shall be borne by the Seller. It is agreed that the Property is being conveyed free and clear of all liens but subject to all rights, reservations, covenants, conditions, easements, rights-of-way, and restrictions of record, as the same may lawfully apply to the Property, and to all matters which would be disclosed by a survey and inspection of the Property. The Property is sold subject to applicable zoning.

MECHANIC'S LIEN DISCLOSURE: (a) Virginia law (Virginia Code §43-1 et seq.) permits persons performing labor or furnishing materials of the value of \$50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair or improvement of any building or structure permanently annexed to the property shall have a lien, if perfected, 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 90 days from the last day of the month in which the lienor last performs labor or furnishes materials, and in no event later than 90 days from the time such building or structure is completed or the work thereon is otherwise terminated. AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(b) Seller shall deliver to Buyer at settlement an affidavit signed by Seller stating either that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property OR if labor and materials have been furnished during the statutory period, Seller shall deliver to Buyer an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid.

SETTLEMENT EXPENSES/RISK OF LOSS: The expenses of examination of title and recordation shall be borne by the Buyer. All rents, interest, taxes, insurance, and other escrow deposits are to be pro-rated as of settlement. The risk of loss or damage to or destruction of any structure on the premises by any means until the deed of conveyance is delivered is assumed by the Seller.

DEFAULT: If either Seller or Buyer defaults in the performance of its obligations under this Agreement, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the commission referenced in this Agreement as if this Agreement had been performed and for any damages and all expenses incurred by the non-defaulting party and Agent in connection with this transaction and the enforcement of this Agreement, including, without limitation attorneys' fees and costs, if any. Buyer acknowledges that the Deposit is **nonrefundable**, except in the event of a default by the Seller, in which case, the Deposit shall be returned to the Buyer. Payment of a commission as the result of a transaction relating to the Property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any damages and expenses incurred by the non-defaulting party or Agent in connection with this transaction.

COMMISSION: The Seller agrees to pay cash to the Agent for its services, a commission on the sale price of the Property pursuant to the terms of the Auction Contract.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Agent, arising out of this Agreement, or to collect the Agent's commission, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

POSSESSION: Possession of Property to be given on the date of actual settlement.

AUCTION TERMS AND CONDITIONS: This Property is being sold “AS IS, WHERE IS.” Buyer agrees to comply with all terms and conditions of the auction, including announcements made on day of sale and acknowledges receipt of the Real Estate Bidder Packet on day of sale. The Buyer’s decision to purchase is based upon Buyer’s due diligence rather than upon any information provided by Agent, its agents, and representatives.

Except for the warranty of title in the deed delivered at closing, Seller makes no warranty or representation of any kind, express or implied, as to the condition, quality, or fitness for a particular purpose of the Property or any portion thereof, or of the personal property conveyed with the Property, and in no event shall Seller be liable for any consequential or punitive damages under this Agreement or with respect to the Property or personal property conveyed with the Property.

COUNTERPARTS: This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one of the same original. Documents obtained via facsimile machines or email shall also be considered as originals and are enforceable.

LIKE-KIND EXCHANGE: Seller and Buyer shall have the right, at the option of either or both, to dispose of or purchase the Property through a transaction that is structured to qualify as a like-kind exchange of property within the meaning of Section 1031 of the Internal Revenue Code of 1986. Each party agrees to execute any necessary documents related to the Seller’s or Buyer’s effecting a qualifying like-kind exchange, provided that the non-exchanging party shall not incur any additional costs due to the exchange of the other party. In no event shall any like-kind exchange contemplated by this provision cause an extension of the Settlement Date unless agreed to by all parties to this Agreement, including Agent.

PARTIES: This Agreement shall be binding upon and shall inure to the benefit of the parties, (*i.e.*, Buyer, Seller, and Agent) and their heirs, successors, and assigns. As used herein, words in the singular include the plural, and the masculine includes the feminine and neuter genders, as appropriate.

CHOICE OF SETTLEMENT AGENT: Chapter 10 (§55.1-10 et seq.) of Title 55.1 of the Code of Virginia provides that **buyer has the right to select the settlement agent to handle the closing of this transaction.** The settlement agent’s role in closing this 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 Agreement between the parties. If part of the purchase price is financed, the lender for the buyer 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 private 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 seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: 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, the buyer is entitled to receive a copy of these guidelines from its settlement agent, upon request, in accordance with the provisions of Chapter 10 (§55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Virginia.

ADDITIONAL TERMS AND CONDITIONS: The personal property of the Seller that is on-site will

convey with the Property with the exception of those items contained in Exhibit A attached hereto and incorporated herein by reference. The costumes stored off-site (All Star Storage units 222, 399 and 400) and props stored off-site (Quonset hut) will convey with the Property.

The Buyer shall have the right to purchase those items identified in Exhibit B (attached hereto and incorporated herein by reference) for the prices stated in Exhibit B. The Buyer shall notify the Auction Company in writing of those items in Exhibit B it wants to purchase no later than 5:00 PM, December 2, 2024. If written notice is not received by 5:00 PM on December 2, 2024, the Buyer's right to purchase the items pursuant to this Agreement is terminated and the Seller may dispose of the items as it desires. Payment for the items to be purchased by the Purchaser shall be made in cash or by cashier's check at the settlement of the Property.

The Buyer shall have the right to use the name Wohlfahrt Haus Dinner Theatre.

The Seller will continue utilizing the Property and retain possession until December 23, 2024, and shall retain all proceeds from activities on the Property through settlement.

WITNESS the following signatures and seals.

_____(Seal) _____
BUYER Date

_____(Seal) _____
BUYER Date

SELLER: Wohlfahrt Haus, LLC

By: _____(Seal) _____
Its: Managing Member Date

AGENT: Woltz & Associates, Inc.

By: _____(Seal) _____
Its: Agent Date

Deed To: _____

Buyer's Address: _____

Buyer's Phone: _____

Buyer's Email: _____

Buyer's choice of settlement services: _____

Address: _____

Phone: _____

EXBIHIT A
PERSONAL PROPERTY NOT CONVEYING WITH REAL ESTATE

All alpenhorns
All nutcrackers

Main Floor

Lobby

Grand piano
Framed photo of Peggy Sutphin
ATM machine (leased)
Original art on back wall (consigned)
Large stuffed toy (pink dog)

Box Office

Painting of theatre

Hall beside box office

2 amps

Gift Shop

All consignment items
Cuckoo clock

Matterhorn Restaurant

Framed prints
Cuckoo clock
Alcoholic beverages
Gemini PA system

Kitchen

Dishwasher (leased)
Food

Vestibule between Lobby & Theatre

Backdrop (subject: children)
Wooden table under backdrop
German sideboard/bar and carved wooden relief above it
Large Countyline fan
Wine Cooler (in storage closet)

Theatre & Stage Area

Large Countyline fan

Kawai electric baby grand piano
Scissor lift
Set backdrops
Black Casio electric keyboard
Handheld Pyle mics (4)
Pyle 50's mics (5)
Black mic stands (4)

Second Floor

Office 1

Two upholstered arm chairs
Keurig coffee maker
Danby mini refrigerator
Haier microwave
Space heater

Office 2

Nothing in this office will convey, except the 3 desks (one with hutch), file cabinet, and 2 small desk chairs

Office 3

HP computer, monitor & printer
Silver heavy duty hole punch
Small tv
Art, pictures, books and dvds
36" Santa and miscellaneous Christmas decorations
Four foldable black stools
Wohlfahrt Haus painting on closet door
Epiphone electric guitar (cream/gold)
Mapax drum set (silver)
Violin
Sophiamari accordion
Ibanez banjo

Office 4

Pitney Bowes postage machine (leased)

Storage Room 1

Piano bench
Small poster

IT Room

AT&T phone system (leased)

Hallway/Atrium

Wohlfahrt Haus sketch

Five wooden chairs

AltaLink B8065 copier (leased)

Art

Box of toys

Desk with hutch

Apple computer monitor

HP printer

Décor (cars, deer, lamp)

Round wood conference table

Basement**Laundry Room**

Clothes steamer

Exterior of Building**Bier Garten**

Portable fire pit

Rear of Building

U-Haul box truck (contents will convey)

EXBIHIT B
PERSONAL PROPERTY NOT INCLUDED IN THE AUCTION
BUT WHICH MAY BE PURCHASED BY THE SUCCESSFUL BIDDER AT CLOSING

LOCATION OF ITEM, DESCRIPTION & PRICE

Gift Shop

Cuckoo clock (\$300)

Matterhorn Restaurant

Framed prints (6) (\$100/each)

Theatre & Stage Area

Kawai electric baby grand piano (\$3,500)

Scissor lift (\$3,500)

Set backdrops (23) (\$200 each)

Black Casio electric keyboard (\$200)

Items may be purchased individually for the respective stated price or collectively for \$8,000.