



REAL ESTATE AUCTION

Approved 8-Lot Subdivision in The Plains, VA (Fauquier County) w/Significant Engineering, Planning, Utility Approvals, and Architectural Review Already Complete
ONLINE ONLY BIDDING!!

Intersection of Hopewell Road & Mosby Street
The Plains, VA 20198 (Fauquier County)
(For GPS purposes, adjacent address is 6322 Hopewell Rd.)

Online only bidding begins to close on
Monday, August 24 @ 11:00AM EDT

Please preview at your leisure, and contact Tony Wilson for additional information (540-748-1359)

Nicholls Auction Marketing Group

Offices throughout Virginia and affiliates nationwide to meet your needs.

VAAF #2908000729 VAAF#2908000769

On the web at: www.nichollsauktion.com
Contact us by E-mail at: info@nichollsauktion.com

Why use Nicholls Auction Marketing Group to sell your property?

Nicholls Auction Marketing Group has set and maintained an overall sales ratio in excess of 95% since 1980. Our standards for conducting an auction are simply higher, and the marketplace has responded, allowing us to be the leader in getting properties sold and closed. For property owners who are serious about selling—who wish to maximize their returns while reducing the time, risk and frustration of trying to sell through a traditional approach—our customized individual owner services are a perfect fit.

Nicholls Auction Marketing Group will customize and execute a results oriented auction marketing campaign that maximizes exposure and creates active competition for the purchase of your property. This results not only in full and current market value, but also preserves opportunities for greatest price, while limiting risk of lower price. Individual sellers also benefit from the convenience of controlled viewings, standardized terms and conditions of sale, and a known sale and closing date.

Our 57+ years' experience is broad-based allowing us to bring together the necessary resources for a successful sale of practically any type of real, as well as personal property. For more information please go to nichollsauktion.com and allow us the privilege to add your name to our growing lists of satisfied clients.

Approved 8-Lot Subdivision in The Plains, VA (Fauquier County) w/Significant Engineering, Planning, Utility Approvals, and Architectural Review Already Completed--ONLINE ONLY BIDDING!!

<u>Property Location</u>	Intersection of Hopewell Road & Mosby Street The Plains, VA 20198 (Fauquier County) For GPS purposes, adjacent address is 6322 Hopewell Rd.)
<u>Date & Time</u>	The online only bidding begins to close on Monday, August 24, 2026 @ 11:00 AM (Eastern).
<u>Property Tour</u>	Please preview at your leisure, and contact Tony Wilson for additional information (540-748-1359)
<u>Auction Notes</u>	<i>Please bid early and often & understand the online only bidding begins to close on Monday, August 24, 2026 @ 11:00 AM (Eastern).</i> The owner has retired and relocated out of state, and this offers you a rare opportunity to acquire an approved 8-lot subdivision where significant engineering, planning, utility approvals, and architectural review have already been completed. Selling at or above the starting bid of \$500,000!!
<u>Description</u>	Rare opportunity to acquire an approved 8-lot subdivision where significant engineering, planning, utility approvals, and architectural review have already been completed.--BID NOW!! ONLINE ONLY BIDDING!! Approved 8-lot residential subdivision featuring eight (8) prepaid public water & sewer tap fees (estimated replacement value of approximately \$312,000). -- Significant engineering, planning, utility and development work has already been completed -- Ideal opportunity for builders, developers, investors, or individuals looking to build custom homes in an established community -- Nestled in Virginia's renowned Hunt Country, these lots are located minutes from Great Meadow, 10 minutes to Marshall, 15 minutes to Middleburg, 20 minutes to Warrenton, 25 minutes to Haymarket, 30 minutes to Gainesville, 35-40 minutes to Dulles International Airport, and convenient access to I-66 for an easy commute to Tysons, NOVA & DC!! • Outstanding residential development opportunity consisting of an approved 8-lot subdivision (3.95 +/- acres w/640' +/- of Hopewell Rd. frontage) in The Plains, VA (Fauquier County).

- Significant due diligence has already been completed, including subdivision engineering, utility approvals, and Architectural Review Board approval of a home plan.
- Eight prepaid public water and sewer taps convey with the property. Estimated replacement value of the prepaid utility taps alone is approximately \$312,000.
- Remaining bonding, recordation, and related development requirements are to be completed by the purchaser.
- New owner will receive all construction documents, approvals and house plan drafts
- Nestled in Virginia's renowned Hunt Country, these lots are located minutes from Great Meadow, 10 minutes to Marshall, 15 minutes to Middleburg, 20 minutes to Warrenton, 25 minutes to Haymarket, 30 minutes to Gainesville, 35-40 minutes to Dulles International Airport, and convenient access to I-66 for an easy commute to Tysons, NOVA & DC!!
- Tax Map: 6999-18-3699; Deed Book 1200/1072; Zoning: RD; Annual county real estate taxes: \$2,628; Annual Town of The Plains real estate taxes: \$103; \$20,000 deposit (wired funds or certified check ONLY) is due immediately after confirmation of final bid and the balance due at closing within 45 days; WE GUARANTEE A FREE & CLEAR DEED
- Sells at or Above \$500,000 Starting Bid!!

Notes

- 1.
- 2.

Intersection of Hopewell Rd. & Mosby St., The Plains, VA 20198
(Fauquier County--For GPS purposes, adjacent address is 6322 Hopewell Rd.)



OWNER’S CONSENT AND DEDICATION:

THE SUBDIVISION, RIGHT OF WAY AND EASEMENT DEDICATION DESCRIBED HEREIN IS WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS AND TRUSTEES.

OWNER(S) CONSENT STATEMENT AND DEED OF EASEMENT AND CONVEYANCE TO THE FAUQUIER COUNTY WATER AND SANITATION AUTHORITY (THE “FCWSA” OR THE “AUTHORITY”): IN CONSIDERATION OF THE AUTHORITY’S APPROVAL, THE CONVEYANCES MADE HEREBY AND THE CONSIDERATION RECEIVED THEREFOR BY THE OWNER(S), THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE OWNER(S) HEREBY GRANTS, CONVEYS AND TRANSFERS TO THE AUTHORITY THE EASEMENTS AND AREAS SPECIFICALLY IDENTIFIED ON THIS PLAT OF SUBDIVISION/SITE PLAN/UTILITY PLAT AS “HEREBY CONVEYED TO THE FCWSA” OVER AND UPON THE PROPERTY FOR THE PURPOSE OF INSTALLING, CONSTRUCTING, OPERATING, MAINTAINING, INSPECTING, REPAIRING, REPLACING, ADDING TO OR ALTERING, CHANGING THE SIZE OF, AND REMOVING ONE OR MORE PRESENT OR FUTURE WATER AND SEWAGE UTILITY LINES, PLUS NECESSARY VALVES, HYDRANTS AND APPURTENANCES FOR THE COLLECTION, DISTRIBUTION AND TRANSMISSION OF WATER AND SEWAGE THROUGH THE PROPERTY SUBJECT TO THE TERMS AND CONDITIONS NOTED THEREON. FURTHER, THE CONVEYANCE HEREBY OF ALL WATER AND SEWAGE UTILITY LINES, VALVES, HYDRANTS OR APPURTENANT FACILITIES WHICH ARE CONSTRUCTED AND INSTALLED OR ARE HEREAFTER CONSTRUCTED AND INSTALLED WITHIN THOSE AREAS IN ACCORDANCE WITH THE RULES AND REGULATIONS AND UTILITY STANDARDS MANUAL OF THE AUTHORITY AS THEY NOW EXIST OR MAY BE HEREAFTER AMENDED, IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRES OF THE UNDERSIGNED OWNER(S), AND/OR PROPRIETOR(S)/TRUSTEE(S), IF ANY. FINALLY, THE AFORESAID OWNER(S), AND/OR PROPRIETOR(S)/TRUSTEE(S), IF ANY, FURTHER ASSERT THAT HE/SHE/IT/THEY HAS/HAVE THE RIGHT TO GRANT THE RIGHTS AND PRIVILEGES THERETO.

FOR: THE PLAINS MENDLESON, LLC
11517 FAWN LAKE PARKWAY
SPOTSYLVANIA, VA 22551

_____(SIGNATURE) _____
DATE

BY: _____(PLEASE PRINT)

TITLE: _____(PLEASE PRINT)

NOTARY CERTIFICATE:

I, _____, A NOTARY PUBLIC IN THE STATE/COMMONWEALTH OF

_____, DO HEREBY CERTIFY THAT _____, AS _____

OF THE PLAINS MENDLESON, LLC, WHOSE NAME IS SIGNED TO THE FOREGOING STATEMENT OF CONSENT, HAS ACKNOWLEDGED THE SAME

BEFORE ME THIS _____ DAY OF _____, 2023 IN THE CITY/COUNTY OF _____.

NOTARY PUBLIC
MY COMMISSION EXPIRES: _____

REGISTRATION #: _____

CERTIFICATE OF APPROVAL

THIS PLAT IS APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING SUBDIVISION REGULATIONS AND MAY BE ADMITTED TO RECORD.

MAYOR, TOWN OF THE PLAINS
DATE

CHAIRMAN, PLANNING COMMISSION, TOWN OF THE PLAINS
DATE

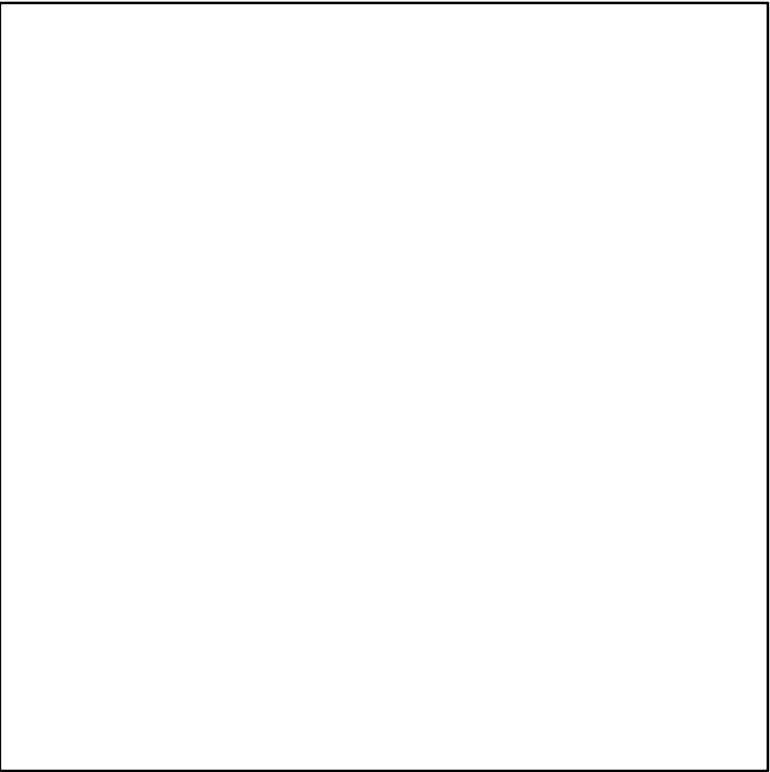
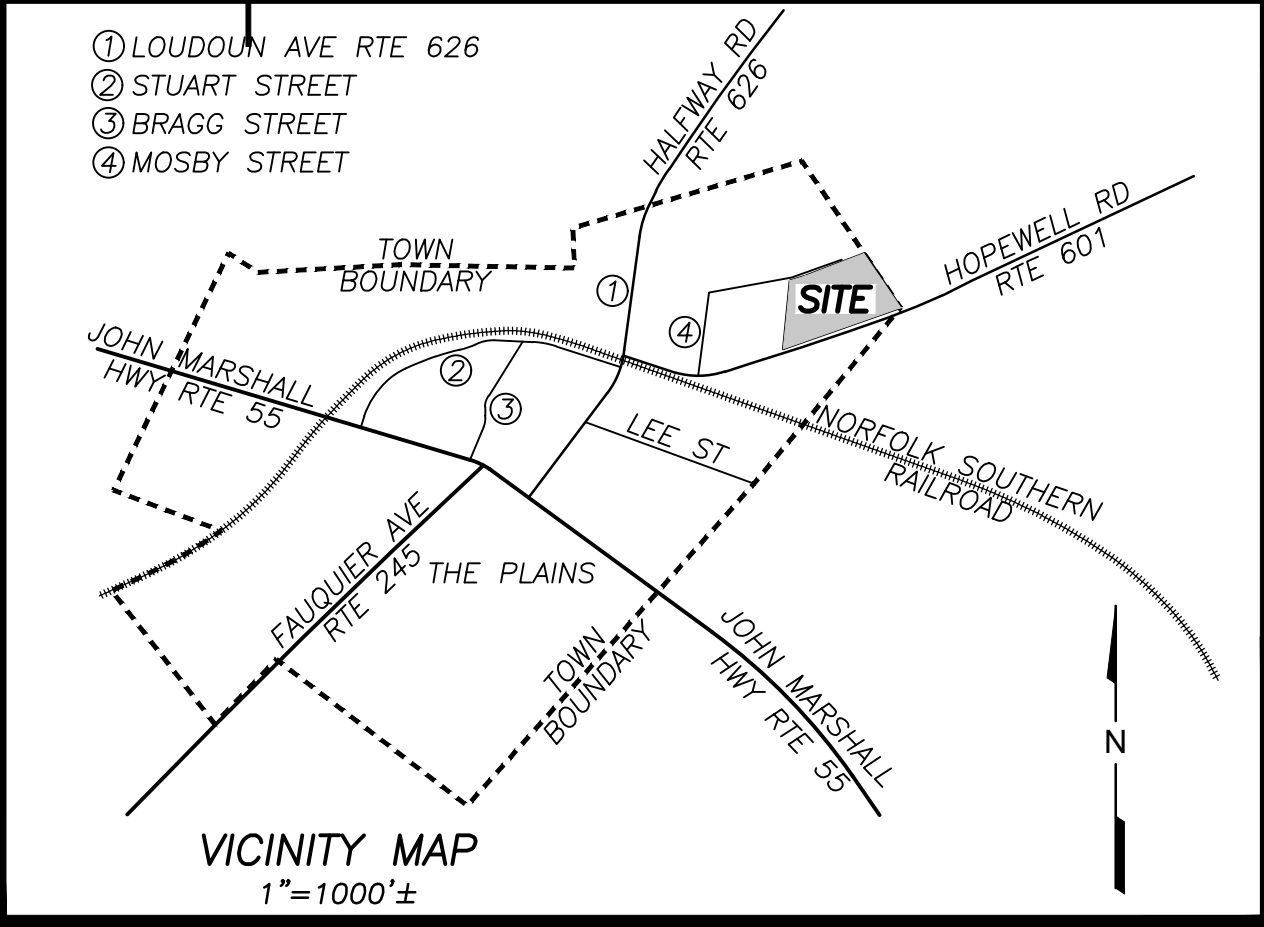
VDOT OFFICIAL
DATE

AREA TABULATION

LOTS (8) = 143,004 SF
SWM PARCEL = 8,814 SF
STREET DEDICATION = 8,811 SF
TOTAL PARCEL = 160,629 SF
OR 3.688 ACRES

NOTES:

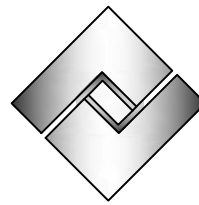
1. THIS PLAT HAS BEEN PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND DOES NOT, THEREFORE, NECESSARILY INDICATE ALL OR ANY ENCUMBRANCES ON THE PROPERTY.
2. TAX MAP IDENTIFICATION: PIN 6999-18-3699. ZONED R-2.
3. BY GRAPHIC PLOTTING ONLY, THE SUBJECT PARCEL DELINEATED ON THIS PLAT DOES NOT APPEAR TO LIE WITHIN A FEMA IDENTIFIED ‘SPECIAL FLOOD HAZARD AREA’ AS PER FLOOD INSURANCE RATE MAP FOR FAUQUIER COUNTY, VIRGINIA, COMMUNITY PANEL NUMBER 51061C0210C DATED EFFECTIVE FEBRUARY 6, 2008. THE PROPERTY IS LOCATED WITHIN ZONE ‘X’, “AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN” AS DEFINED THEREIN.
4. SOURCE OF MERIDIAN: VCS 83 NORTH ZONE PER PLAT PREPARED BY DRH DESIGN GROUP, INC.
5. THE LAND BOUNDARY SHOWN TAKEN FROM A PLAT PREPARED BY DRH DESIGN GROUP, INC. AND PROVIDED TO FAIRBANKS & FRANKLIN BY THE PLAINS MENDLESON, LLC.
6. NO SUBSURFACE, HAZARDOUS WASTE OR WETLAND INVESTIGATIONS WERE PROVIDED NOR WERE ANY UTILIZED IN THE PREPARATION AND DEVELOPMENT OF THIS PLAT.
7. LOT 1 “SETBACK LINE” ALONG HOPEWELL ROAD ESTABLISHED IN ACCORDANCE WITH THE ZONING ORDINANCE ARTICLE 9, SECTION 9-3 (B) AND ARTICLE 21, DEFINITIONS AND IS BASED ON THE AVERAGE OF THE PROPOSED SETBACKS PROPOSED ALONG HOPEWELL ROAD AND THE EXISTING SETBACK ON THE ADJOINING LOT (PIN 6999-18-0475). LOTS 2 THROUGH 4 “SETBACK LINE” ALONG HOPEWELL ROAD ESTABLISHED IN ACCORDANCE WITH ZONING ORDINANCE ARTICLE 9, SECTION 9-3 (A) AND IS BASED ON THE PROPOSED SETBACK DISTANCE FROM THE STREET RIGHT-OF-WAY.
8. A SKETCH PLAT PREPARED BY FAIRBANKS & FRANKLIN TITLED “SUBDIVISION SKETCH PLAT TM 6999-18-3699” DATED 10-10-17, AND LAST REVISED 03-09-18, WAS APPROVED BY THE TOWN OF THE PLAINS ON 04-21-18.



F.C.W.S.A. APPROVAL BLOCK

SURVEYORS CERTIFICATE

I, ERIC K. NISKANEN, A DULY LICENSED LAND SURVEYOR IN THE COMMONWEALTH OF VIRGINIA, DO HEREBY CERTIFY THAT THE PROPERTY DELINEATED ON THIS PLAT CURRENTLY STANDS IN THE NAME OF THE PLAINS MENDLESON, LLC AS ACQUIRED BY DEED RECORDED IN DEED BOOK 1200 PAGE 1072 AND BEING RECORDED AMONG THE LAND RECORDS FOR FAUQUIER COUNTY, VIRGINIA.



Fairbanks & Franklin

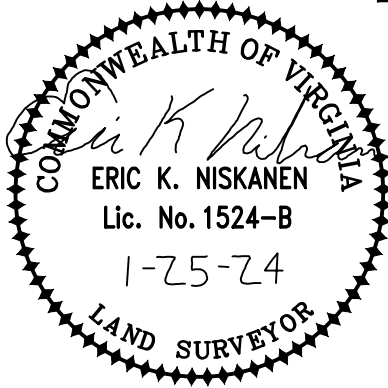
Civil Engineering
Land Planning

1005 Mahone Street
Fredericksburg, VA 22401
(540) 899-3700

SUBDIVISION PLAT

STONECLIFF

TOWN OF THE PLAINS
SCOTT MAGISTERIAL DISTRICT
FAUQUIER COUNTY, VIRGINIA



DATE : JULY 8, 2021
DESIGNED:
DRAWN : WEF
CHECKED : WEF, EKN

REVISIONS:
06-19-2023
08-22-2023
12-06-2023
01-25-2024

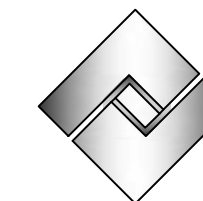
DOCUMENT NO.
286-1004 SUBDV PLAT

SHEET

1 OF 2

CURVE DATA						
CURVE	ARC	RADIUS	DELTA	TANGENT	CH BEARING	CHORD
C1	16.96'	10.00'	97°11'48"	11.34'	S21°22'36"W	15.00'
C2	14.45'	10.00'	82°48'12"	8.82'	N68°37'24"W	13.23'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S20°01'30"E	15.00'
L2	S69°58'30"W	4.35'
L3	S27°13'18"E	17.55'
L4	S62°46'42"W	40.00'
L5	N27°13'18"W	25.13'
L6	N69°58'30"E	20.78'
L7	N20°01'30"W	15.00'
L8	S69°58'30"W	8.08'



Fairbanks & Franklin

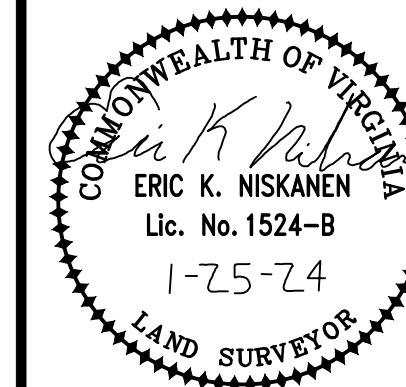
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SUBDIVISION PLAT

STONECLIFF

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FAUQUIER COUNTY, VIRGINIA

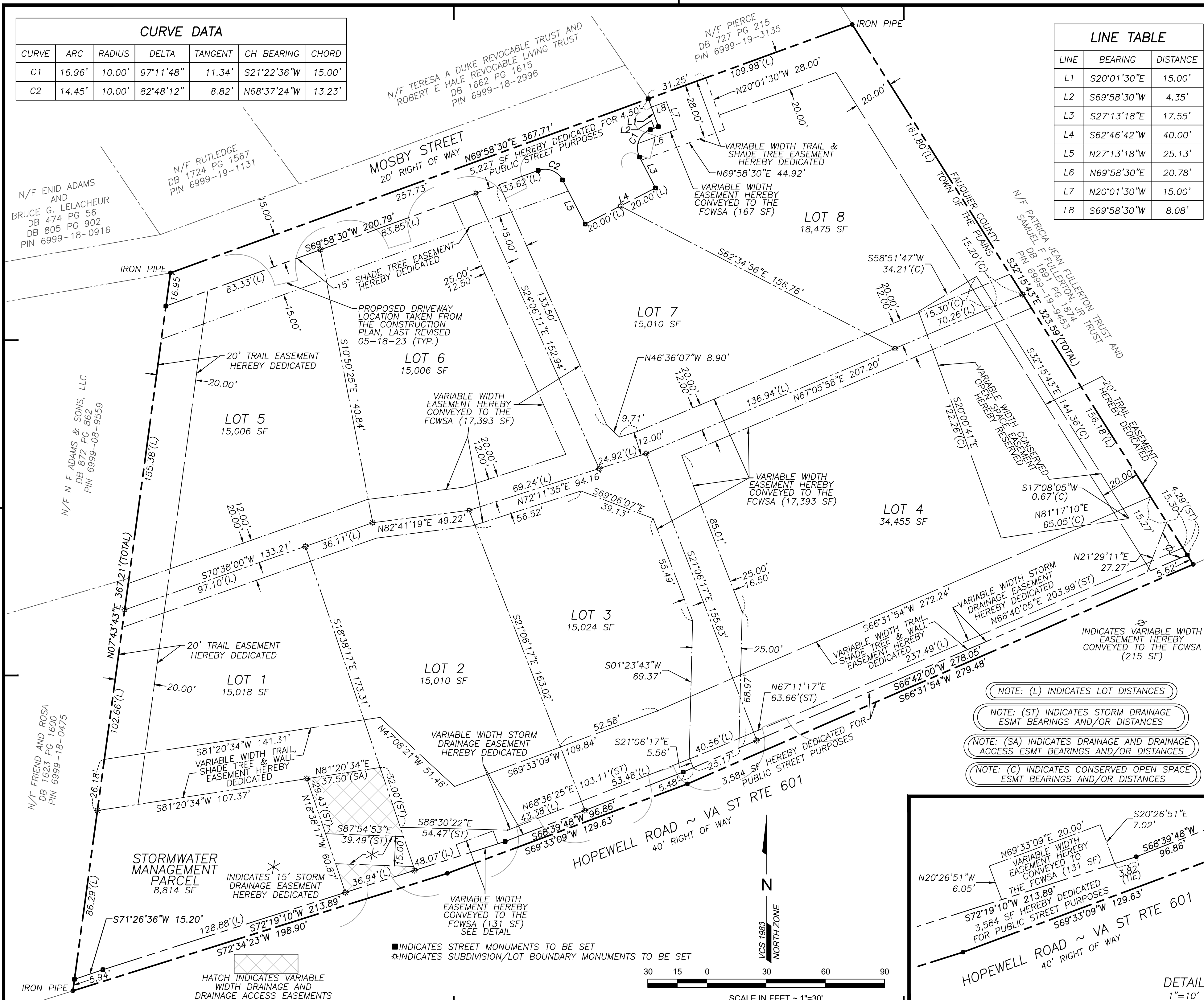


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SHEET
2 OF 2



Terms and Conditions

ONLINE ONLY AUCTION TERMS:

Auction Terms and Conditions (for online-only auctions): In addition to the “General Terms and Conditions” referenced below, which apply to all of our services, the following Auction Terms and Conditions (“Auction Terms”) apply to the auction described above. Please review these Auction Terms and the **General Terms and Conditions** prior to participating or registering to participate in the auction, as they form a legally binding agreement between you and Nicholls Auction Marketing Group, Inc. (“Nicholls Auction”). Terms used but not defined in these Auction Terms will have the meanings ascribed to them in the General Terms and Conditions.

Contact the Auction Coordinator with Questions: Please contact the auction coordinator, Tony Wilson (540-748-1359), immediately if you need additional information.

Approval to Bid: Approval to bid is subject to completing an on-line bidder registration form and verification of the required earnest money deposit by auction personnel. The approval of online bidders is subject to confirmation by the auction coordinator.

Earnest Money; Deposit Payment: A \$20,000 earnest money deposit will be required from the successful bidder and is due immediately after confirmation of Final Bid. If you are declared the successful bidder (or Buyer), the credit card that you provided at registration will be charged (and you agree Nichols Auction is authorized to charge your credit card) \$500 toward your deposit. The remaining earnest money deposit of \$19,500 must be in the form of cashier’s or certified check (United States Bank) or wire transfer to Nicholls Auction Marketing Group, Inc. and is due immediately. The entirety of the remaining balance of the final Purchase Price is due at closing within 45 days or as soon thereafter as seller’s closing documents are available. Buyer shall be responsible for all wire transfer fees. You may be asked to show proof of funds for the deposit (via text or email) prior to being approved to bid. The deposit is non-refundable. The deposit will be held in a non-interest bearing escrow account until settlement.

Closing: If you are the Buyer (as defined in the General Terms), you must sign (in person or electronically) all documents and contracts immediately after the acceptance of the Final Bid. Buyer will also be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. Closing is to take place on or before 45 days from date of auction (unless prior arrangements have been made with and agreed to in writing by Nicholls Auction). Buyer acknowledges and agrees that time is of the essence. Buyer will pay for all of their closing costs associated with the transaction (please see the **General Terms**).

Real Estate Salesperson/Broker Acknowledgment: Although having a real estate agent real estate salesperson/broker is not required, if you are working with a real estate salesperson/broker, the real estate salesperson/broker must complete the Auction Bidder Representation Form available here: **Auction Bidder Representation Form**. In order for your real estate agent real estate salesperson/broker to be compensated, the Auction Bidder Representation Form must be completed and properly submitted no later than 6 a.m. on the day of the auction, which is **08/24/2026** (no exceptions). A registered real estate salesperson/broker can only represent one buyer at each auction event. If the auction at which you wish to bid has a live bidding component, your real estate salesperson/broker must attend the auction event in person regardless of whether you are bidding live in person on site or bidding online off site, and your real estate salesperson/broker must adhere to all terms.

Auction Premium: A 10% auction premium will be added to the Final Bid and will become part of the purchase price (10% Auction Premium Example: Bid Price: \$100,000, Plus 10% Auction Premium of \$10,000; Total Contract Price = \$110,000). Auction Premium is non negotiable. **Information is not Guaranteed; Sale is "AS IS" with all Faults:** Please refer to the **Property Information Packet** for more details about this auction. All information and dimensions made available by Nicholls Auction concerning the property were derived from sources believed to be correct, but are not guaranteed to be correct. You agree to conduct your own investigation and inspection prior to bidding, and you agree to rely on your own information, judgment, and inspection of the property. Any reliance on any of the information or dimensions made available by Nicholls Auction concerning the property is solely at your risk. The property is being sold 'AS IS' with any and all faults. Please review all information supplied and seek appropriate assistance prior to bidding. All announcements made on the day of the auction will take precedence over all previously provided material and any other oral statements made.

No Contingencies: This online auction, the sale of the property, and Buyer's obligation to purchase the property are NOT contingent upon Buyer's financing, the condition of the property, an appraisal, a survey (property lines), study period or inspections of any kind, or any other condition (except to the extent provided in the applicable contract documents or required by applicable law).

Contract for Sale of Real Property: This property is offered for sale by the seller under the specific terms provided in the "Real Estate Contract of Purchase" available at www.nichollsauction.com within the "DOCUMENTS" section. Please read and review the contract documents thoroughly prior to bidding on any property. If you have not read, reviewed and agree with the Real Estate Contract of Purchase, Do Not Bid!

Bidder Verification: The identity of all bidders will be and must be verified (via phone, email or text). Bidding rights are provisional, and if complete verification is not possible, Nicholls Auction Marketing Group, Inc. will reject your registration, and your ability to bid will be terminated.

Contract Package: At the close of the auction, and after seller confirmation, if you are the Buyer, Nicholls Auction will provide to you the contract package with all required contract documents for you to execute and return to Nicholls Auction. Contract packages will be sent by e-mail to Buyer, who must execute and hand deliver, email, fax or overnight mail the documents back to Nicholls Auction within 24 hours of receipt. If you are the Buyer and you do not execute and return all required contract documents with the remaining earnest money deposit within 24 hours of receipt, you will be in default and subject to legal action. This is a legally binding contract.

Administrative Fee: In the event you are the Buyer and you fail to submit the signed "Real Estate Contract of Purchase" and other contract documents and deposit earnest money as provided in these Auction Terms, you agree to pay Nicholls Auction (and you agree that Nicholls Auction is authorized to charge the credit card provided at registration) an administrative fee of \$20,000. Additional default remedies are reserved by Nicholls Auction, and the seller, as provided in these Auction Terms, the General Terms and Conditions, and the "Real Estate Contract of Purchase" and related contract documents. All administrative fees are non-refundable.

Agency Disclosure: In all transactions, the auctioneer is acting as agent for the seller, not as buyer's agent. Nicholls Auction Marketing Group, Inc. reserves the right to remove or cancel the bids and or bidding rights and privileges of any party deemed not to be in the best interest of the seller, at any time. At auctions with reserve, the seller and/or auctioneer reserves the right to bid.

Technical Issues: Neither Nicholls Auction nor any of its affiliates or vendors, shall be held responsible or liable for a missed bid or any failure of the software or other computer systems or technology used for online bidding to function properly for any reason. The online bidding and virtual auction will begin to close on **Monday, August 24, 2026 @ 11:00am (Eastern)**. If there is bidding in the last few minutes before the auction closes, extended bidding will commence. If there are no bids within 2-3 minutes, the auction will end. This procedure prohibits any last second “sniping” from taking place. In the unfortunate event of a DDOS attack, server attack, shut down, internet disruption, or technological problem, Nicholls Auction reserves the right, but is not required, to change the bid closing deadline. To minimize the chance of being affected by internet or software issues, please use the “Max Bid” feature.

General Terms and Conditions also Apply: Please review our General Terms and Conditions (the “General Terms”) found here: **“General Terms and Conditions”**, which form a part of your agreement with us and govern your access to or use of any of our products or services, including, without limitation, our auctions, our website and our mobile applications.