RERC Real Estate Resolutions . . . So You Can Move On!

Dear Prospective Buyer:

Real Estate Resolution Corp. would like to introduce you to 4229 Lafayette Center Drive, #1800, Chantilly, VA 20151, a Class A, 2425 SF (approximately) professionally built out office condominium in like-new condition.

RERC is committed to providing you with comprehensive information on each property that we sell. Our staff is readily available to assist you with any questions you may have regarding the property or the auction process. We want to ensure your complete confidence on auction day.

RERC provides integrated real estate and transition solutions. This means we take on the entire challenge of auctioning your real estate.

Real estate auction experts help you get the best market value, quickly and efficiently. You move on with confidence that all the details of this important transition are taken care of smoothly and with unconditional care.

Please call us, or visit us online at www.realestateresolutions.net to learn more about this valuable service.

Thank you for you interest in this property. We look forward to your participation in the auction.

Sincerely;

Manzon Connolly

Maureen Connolly Director of Marketing

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Disclaimer

Be advised that the information contained in this property information package is to the best knowledge of the provider or was compiled from public information. It is provided to you without warranties or representations of any kind. This property is offered as is and where is, with all faults. No warranties or representations are made in connection with the property whatsoever.

All measurements are approximate and should be verified by the Bidder. Bidders are advised to inspect the property carefully and draw their own conclusions prior to making a bid.

Terms and Conditions

- 1. ID and Proof of Deposit are required to register to bid (with no exceptions)
- 2. The Sale of the Real Estate is subject to a **10% Buyer's Premium** to be added to the High Bid.

2A. The sale of the contents if any, is subject to a 15% Buyer's Premium plus sales tax.2B. The sale of vehicles is subject to a 15% buyers premium. \$3,000.00 deposit required to bid on vehicles.

- 3. The sale of this real estate will be subject to the owner's acceptance of the high bid.
- 4. All property, real estate and personal, is to be sold "AS IS", "WHERE IS", and "AS EXISTING"
- 5. An irrevocable deposit of \$20,000 by cashiers or certified check, payable to Real Estate Resolution Corp., will be required from the successful bidder immediately following the conclusion of the bidding on the land.
- 6. Successful bidder will execute the Agreement immediately after the conclusion of the bidding in exactly the same form as such Agreement in the Property Information Package, or as may be modified only by any announcements made at the Auction by the Auctioneer from the podium prior to commencement of bidding for the property, and with the blanks completed in accordance with the terms of the transaction.
- 7. Real Estate closing will be scheduled on or before September 21, 2008
- 8. No conditions may be added to the agreement of purchase and sale by the Buyer either at the auction or otherwise.
- 9. The Buyer's lawyer will be allowed until one week prior to closing to inspect title.

10. All information is deemed reliable but not guaranteed.

Signature	Date
Printed Name:	

Terms and Procedures

All bidders and others attending this auction agree that they have read and fully understood the terms and agree to be bound thereby. These terms are in addition to any other posted information.

- 1. **Registration** for the Real Estate Auction will be begin at 10:00am on Thursday, Aug. 21, 2008, at 4229 Lafayette Center Dr. #1800, Chantilly, VA 20151. Anyone interested in bidding must register and obtain a bid card. There is no charge for registering.
- 2. All announcements by the Auctioneer or Seller at the beginning of the auction, will take precedence over any previously printed material or any other statements made by anyone employed by, representing, or associated with Real Estate Resolution Corp.
- 3. **Questions** will be entertained only prior to the beginning of the auction. Please see a bid assistant for questions during the sale itself.
- 4. **If any dispute** arises between or among bidders, the decision of the Auctioneer shall be final and absolute.
- 5. **Real Estate Resolution Corp.** reserves the right to reject any and all bids and reserves the right to bid on behalf of an absentee bidder. The existence of absentee bidders, if any, will be disclosed at the beginning of the auction.
- 6. **Buyer's Premium:** a 10% buyer's premium will be added to the bid price and will become part of the total purchase price paid at closing. (i.e. if the final bid on the property is \$1,000,000, add 10% buyer's premium of \$100,000 for a total purchase price of \$1,100,000.
- 7. **Agency:** Buyer acknowledges that Real Estate Resolution Corp. represents the Seller and that the payment of this premium does not constitute a relationship of dual agency.
- 8. **Broker Participation:** a 2% commission on the "bid price" of the property will be paid by Real Estate Resolution Corp. to the successful buyer's broker/agent. The broker/agent must attend and register at/or prior to the auction with his/her clients or make prior written arrangements with Real Estate Resolution Corp. (Broker/agent must complete Broker Participation Form which is on website: www.realestateresolutioncorp.net)
- 9. Closing Costs: the Buyer will incur standard closing costs as with any purchase of real estate in the State of Virginia.

Property Information

PROPERTY: Office Condo: 2425 Square feet fully built out:

Great opportunity to own your own like-new office space in a prime location of Chantilly, Virginia.

- 11. High quality class A one story brick/concrete construction office condo newly built in 2006.
- 12. Legal Subdivision:
- 13. Legal sub: Ponds at Lafayette
- 14. Project Name: Ponds at Lafayette
- 15. Tax ID: 33-2-10- -1800
- 16. Taxes for 2007: \$5424
- 17. Taxes for 2008 (approximately): \$8200
- 18. Year Built: 2006
- 19. Net SqFt: 2425
- 20. Gross SqFt: 2828
- 21. Amenities: Granite Counters, Wood Floors
- 22. Handicap: 2+ Access Exits, 48"+ Halls, Doors-Swing In, Entry Slope<1', Low Pile Carpeting, Lvl Entry-Main, Thrsheld<5/8"
- 23. Directions: West Rte 50, L Pleasant Valley, R Lafayette Ctr Dr to 4229, Suite #1800
- 24. Class A, High End buildout 12 office condo! Impressive reception area w/cherry hdwd flrs, recessed lights & granite ctrs. WOW clients w/central "oval office" dual entry conference RM. At 2828sqft, just perfect for tech, consulting, mortgage, real estate, insurance! Great location: RTE 20, 28.
- 25. Very close to the new South Riding Hospital proposed to be built in 2009.
- 26. Condo fees: Paid quarterly: \$1,897 / annualized: \$7,588

Office Condo Overview:

- 4229 Lafayette Center Dr. #1800
- Grow your business with a true value proposition.
- Turn-Key Office Solution
- Ready for immediate occupancy
- Prime Location in the heart of Chantilly, VA.
- Functional Floor Plan
- State-of-the-art facilities
- Modification & remodel options
- Total Offices: 12 three corner executive offices and nine associates offices
- Oval office layout
- Central dual-entry conference room
- Spacious reception area

Important amenities & driving times from office condo:

- Dulles Airport 15 min
- Fair Oaks Hospital 15 min
- Washington DC 40
- Fair Oaks Mall 15
- Smithsonian National Air and Space Museum 7 min
- Dulles Auto Mall 3 min
- Fairfax County Court House 25 min
- Washington Dulles Convention Center 10 min
- Landsdown Hospital 25 min
- National Reconnaissance Office 8 min
- Georgetown 40 min
- CIA Headquarters 40 min
- Tysons Corner 35 min
- Pentagon 40 min
- US Dept of State 45 min
- FBI Field Office in Manassas, VA 30 min

Other government agencies nearby as well as the new proposed South Riding Hospital to be built.

Owner's Message:

Acquiring office space to grow your business must make sound financial sense. As business owners ourselves, we understand that price, design, and functionality must meet the demands of your current and future needs. This office represents the convergence of both auction opportunity and functionality ensuring for its future owner a productive asset for many years. We regret that we must sell this beautiful office. However, our current financial situation dictates that we must, we sincerely hope the new owners will enjoy and benefit from the high quality of materials and workmanship we put into this unique office.

Art Safarian.

Previously offered at \$750,000.00

Opening Bid: \$299,000

Terms: A \$20,000.00 certified or cashiers check required to bid payable to Real Estate Resolution Corp. The successful bidder will be required to increase their deposit to equal 20% of the high bid price. by personal check on auction day, this check must be exchanged for a certified check on Friday August 22, 2008. Closing in 30 days. No Contingencies.

Inspection Dates: Thursday August 7th & 14th, 2008 from 3:30PM to 4:30PM and by appointment.

Auction Date: Thursday August 21st At 11:15 A.M. registration at 10:00 A.M

10% Buyer's Premium added to final bid price on the property. 15% Buyer's Premium plus sales tax added to the contents

Brokers protected – 2% broker participation (brokers can download broker Participation from form from our website: <u>www.realestateresolutioncorp.net</u>



















Red arrow indicates where the office is located.















Fairfax County Land Records Cover Sheet

Instruments

DEED

Grantor(s)

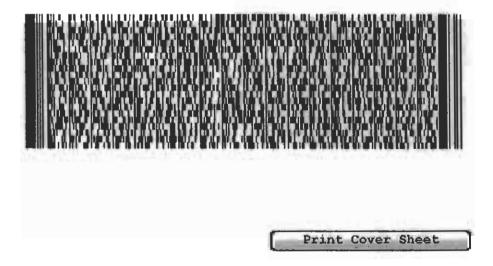
MOORE LAFAYETTE I LLC_F_N

415

Grantee(s)

SAFARIAN, ARTIN_I_N

Consideration	840325.	00	Consideration %	100	
Tax Exemption			Amount Not Taxed	1	
DEM Number			Tax Map Number	033-2101790-,	033-2101800-
Original Book	18402		Original Page	1890	
Title Company	LOUDOUN COMMERCIAL TITLE LLC		Title Case	06-0591	
Property Descr.	UNITS -	1790 AND	1800 THE PONDS AT LA	FAYETTE CONDO	
Certified	No	Copies	0	Page Range	



Consideration \$840,325.00	Document Prepared By:
PIN: 0332 10 1790; 0332 10 1800	Robert M. Gordon, PLLC
Grantee Address:	20368 Airmont Road
1334 Shepard Drive Unit C	Round Hill VA 20141-1927
Sterling VA 20164	
After recording, please return to:	
Loudoun Commercial Title, LLC	
108 South Street, SE, Suite G	
Leesburg VA 20175-3732	
File No. 06 0591	

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this <u>brh</u> day of November, 2006, by and between <u>MOORE-LAFAYETTE I LLC</u>, a Virginia Limited Liability Company, party of the first part (the "Grantor"), and <u>ARTIN SAFARIAN</u>, party of the second part (the "Grantee"),

WITNESSETH:

THAT for and in consideration of the premises and the sum of ten dollars (\$10.00) lawful money of the United States of America, cash in hand paid, and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells and conveys to Grantee, in fee simple with Special Warranty of Title, all of its right, title, and interest in and to that certain Condominium Unit, together with all the improvements now or hereafter erected thereon, and all tenements, hereditaments, easements, rights of way, and appurtenances in any way belonging or related thereto, located in Fairfax County, Virginia, and as is more particularly described as follows:

CONDOMINIUM UNITS 1790 and 1800, The Ponds at Lafayette Commercial Condominium, a Condominium, as the same appears as per Declaration of Condominium, Bylaws, and Condominium Plats and Plans, recorded July 31, 2006 at Deed Book 18649, at Page 1746, among the Land Records of Fairfax County, Virginia.

AND BEING a portion of the same property conveyed to Moore-Lafayette I LLC, a Virginia Limited Liability Company, by virtue of a Deed from Moore-Lafayette I LLC and Moore-Lafayette II LLC, dated April 10, 2006, and recorded at Deed Book 18402, at Page 1890, among the Land Records of Fairfax County, Virginia.

NOTE: The parcel of land on which the Condominium is located, and which comprises common elements and/or limited common elements of the Condominium, is Parcel 2A, containing 8.0180 acres of land, more or less, as duly dedicated, platted and recorded by Deed of Dedication, Subdivision, Easement and Vacation dated October 25, 2005, and recorded in Deed Book 17977, at Page 1228, among the aforesaid Land Records.

Street Address: 4229 Lafayette Center Drive, # 1790, 1800, Chantilly, Virginia 20151



Grantor: MOORE LAFAYETTE Grantee: DateTime: 11/08/2006 15:04:12 Instrument Book/Page: 16903/0302 # of Page Recorded in FAIRFAX COUNTY CIRCUIT COURT

Grantes SAFARIAN, ARTIN Instrument 2006034767.004 # of Pages 3

Al 3 Trent

TO HAVE AND TO HOLD the Property unto Grantee, and its successors and assigns; and Grantor warrants specially the title to the Property, and Grantor shall execute such further assurances of title as may be requisite.

This conveyance is made subject to all reservations, easements, restrictions, covenants, rights-ofway, conditions and obligations set forth contained in the Condominium Instruments, all of which are incorporated herein by reference, and to all reservations, easements, restrictions, covenants, rights of way, conditions and obligations of record and encumbering or affecting the parcel of land on which the Condominium is located.

As evidenced by its acceptance of this Deed, Grantee herein agrees, for itself and its successors and assigns, to assume full rights and duties of membership in The Ponds at Lafayette Commercial Condominium Unit Owners Association, to pay all dues and assessments of the said Association in accordance with its By-Laws and the Declaration, and to abide by all of the provisions of the Declaration and the rules and regulations established by the said Association.

This Deed is executed by Jeffrey M Griffin, Authorized Agent for Austin/Moore Investments LLC, Manager of Moore-Lafayette Holdings Manager LLC, Manager of Moore-Lafayette I LLC, a Virginia Limited Liability Company, as authorized by resolutions duly adopted by such Limited Liability Companies.

WITNESS the following signature and seal.

MOORE-LAFAYETTE I, LLC, a Virginia Limited Liability Company By: MOORE-LAFAYETTE HOLDINGS MANAGER LLC, a Virginia Limited Liability Company, its Manager By: AUSTIN/MOORE INVESTMENTS LLC, a Maryland Limited RETURN TO: (BOX Liability Company, its Manager (SEAL) Authorized Agent **TATE OF** OUNTY OF LEINCE Geolges

I, the undersigned, a Notary Public in and for the jurisdiction aforesaid, do hereby certify that Jeffrey M. Griffin, Authorized Agent, whose name is signed to the foregoing instrument, appeared before me in my jurisdiction aforesaid and personally acknowledged the same before me to be his act and deed. GIVEN under my hand and seal this day of November, 2006.

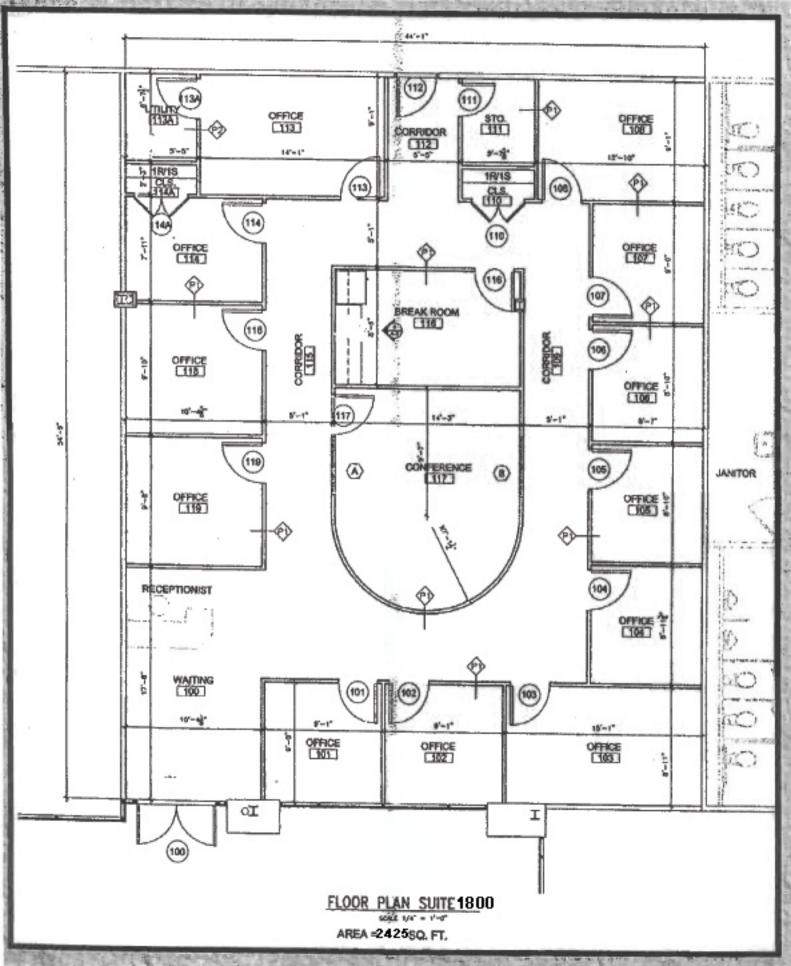
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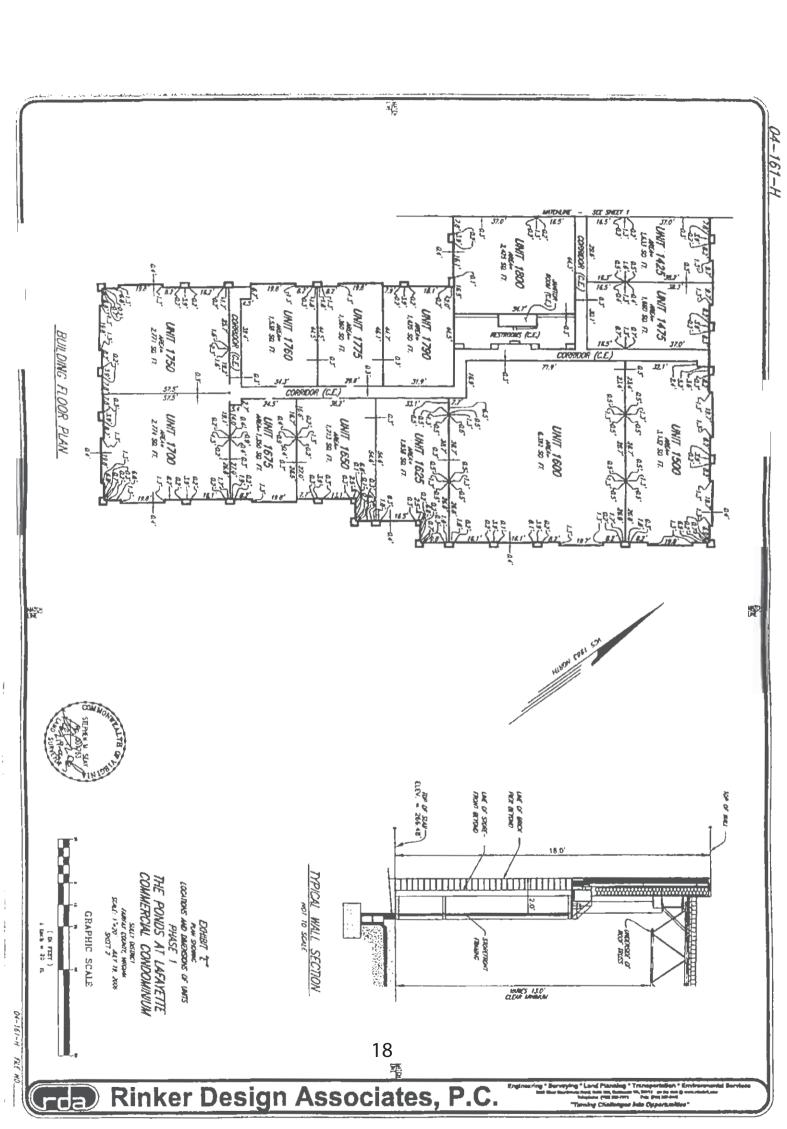
SUSAN TORRES NOTARY PUBLIC STATE OF MARYLAND My Commission Expines November 2, 2009

Notary Public

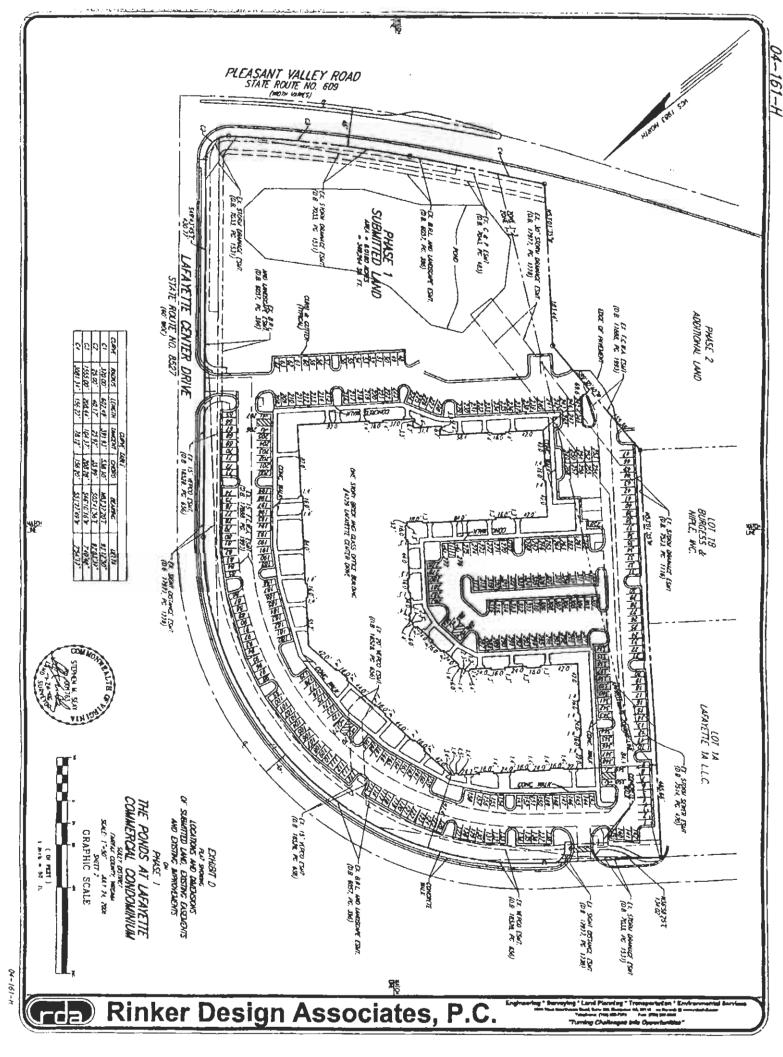


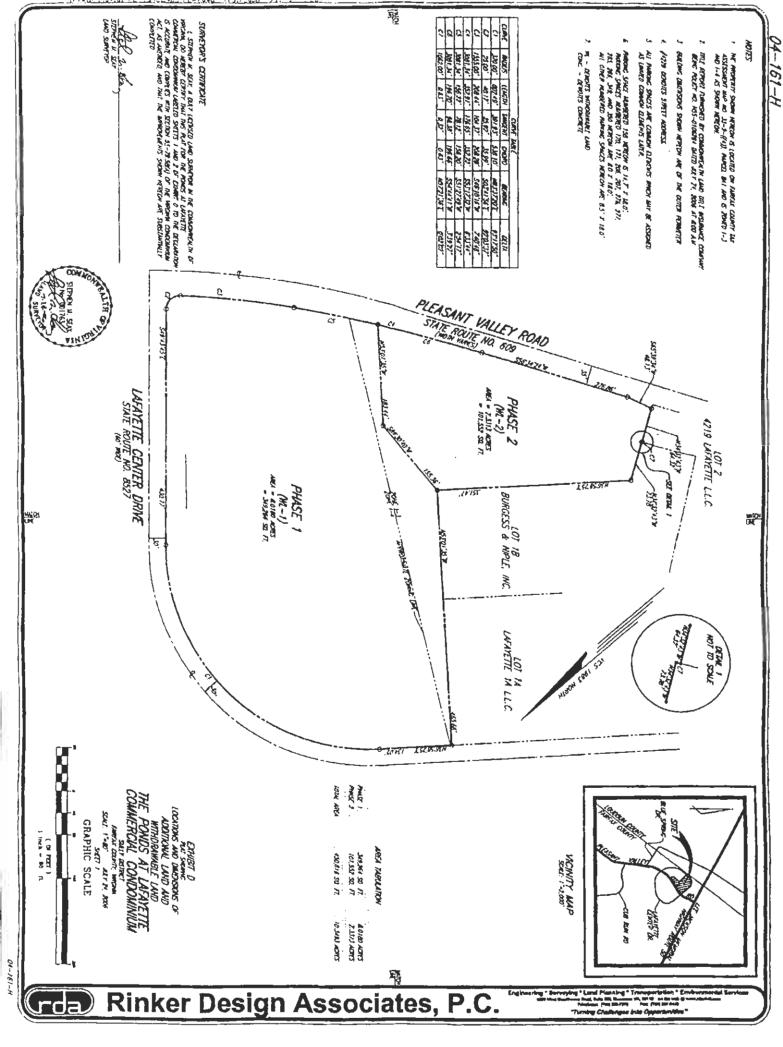
PLEASE RETURN TO Loudoun Commercial Title 108 South Street SE Suite G Leesburg, Virginia 20175 TEL (703) 737-3800 FAX (703) 737-3823





言語を読い







OFFICE 8200 ANNUMY

Return this portion of your bill with payment

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20164-4426

touch-tone phone, dial our credit card processor at the number shown below. Then enter your Stub Number and credit card payment information. A service charge will be applied to all credit card payments. For questions call 703-222-8234. You may pay this bill by using your Discover, Visa, MasterCard or American Express credit card. Using a **Credit Card Payments**

405285876	Stub Number
www.fairfaxcounty.gov/dta	Online
703-	Telephone Number

r check:	Include this number on your check:
\$4,104.66	Balance Due

Pay to: Mail to: County of Fairfax 0332 10 1800 /

Department of Tax Administration P.O. Box 10200

Fairfax VA 22035-0200

Jox Ant Sen: Annuelly

108 South St., SE Suite G Leesburg, VA 20175-3732 P: 703.737.3800 F: 703.737.3823

Loudoun Commercial Title, L.L.C.

December 20, 2006

Artin Safarian 1334 Shepard Drive Unit C Sterling, VA 20164

Dear Mr. Safarian:

Enclosed you will find the following original document(s) that we recently recorded in the appropriate county land records:

Owner's Policy - Artin Safarian Ponds at Lafayette Units 1790 & 1800 (LCT 06-0591)

Deed - Artin Safarian Ponds at Lafayette Units 1790 & 1800 (LCT 06-0591)

These are original documents. Please file this with your permanent records.

We appreciate your business, and we hope that you will think of Loudoun Commercial Title for all your commercial and residential title insurance and settlement needs. Thank you.

Sincerel John L. Mashack Licensed Title Agent

OWNER'S POLICY OF TITLE INSURANCE Issued by Commonwealth Land Title Insurance Company **POLICY NUMBER** B15-0060898. LandAmerica Commonwealth Commonwealth Land Title Insurance Company is a member of the LandAmerica family of title insurance underwriters. SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Pennsylvania corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of: Title to the estate or interest described in Schedule A being vested other than as stated therein; 1 2. Any defect in or lien or encumbrance on the title; 3. Unmarketability of the title; Lack of a right of access to and from the land. 4. The Company will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations. IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Policy to become valid when countersigned by an authorized officer or agent of the Company. COMMONWEALTH LAND TITLE INSURANCE COMPANY Attest: Loudoun Prodone L Chandle h President By: th StreeterSE, Suite G 108 VA 20175-3732 By: Robert M. Gordon, President EXCLUSIONS FROM COVERAGE Ph: (703) 737-3800 The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of: Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) 1. (a) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a (b) defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding 2. from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge. 3. Defects, liens, encumbrances, adverse claims or other matters: created, suffered, assumed or agreed to by the insured claimant; (a) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed (b)

- in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
- 4. Any claim, which arises out of the transaction vesting in the Insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer except where the preferential
 - transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

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SCHEDULE A

OWNER'S POLICY

FILE NUMBER	DATE of POLICY	AMOUNT of INSURANCE	POLICY NUMBER
LCT 06-0591	11/08/06 at 3:04 PM	\$840,325.00	B75-0060898

1. Name of Insured:

Artin Safarian

2. The estate or interest in the land that is covered by this policy is:

Fee Simple

Subject to:

Deed of Trust dated November 6, 2006, from Artin Safarian to H. Carter Land III and James C. Clark, Trustees, securing Burke & Herbert Bank & Trust Company in the original principal amount of \$672,260.00, and recorded in Deed Book 18903, at Page 305, among the land records of Fairfax County, Virginia.

3. Title to the estate or interest in the land is vested in:

Artin Safarian

Being the same property described in a Deed from Moore-Lafayette I LLC, dated November 6, 2006, and recorded in Deed Book 18903, at Page 302, among the land records of Fairfax County, Virginia.

4. The land referred to in this policy is described as follows:

See Attached Exhibit A

LOUDOUN COMMERCIAL TITLE, LLC By Authorized Officer or Licensed Agent

Issued at: 108 South Street, SE Suite G Leesburg, VA 20175-3732

This Policy is invalid unless the cover sheet and Schedule B are attached.

A LANDAMERICA COMPANY



SCHEDULE A

continued

Policy No. **B75-0060898**

File No. LCT 06-0591

Com

EXHIBIT A LEGAL DESCRIPTION

All of that certain parcel of real property, situate, lying and being in Fairfax County, Virginia, with all improvements thereon, more particularly described as follows:

CONDOMINIUM UNITS 1790 and 1800, PHASE I, The Ponds at Lafayette Commercial Condominium, a Condominium, as the same appears as per Declaration of Condominium, Bylaws, and Condominium Plats and Plans, recorded July 31, 2006 in Deed Book 18649, at Page 1746, among the Land Records of Fairfax County, Virginia.

AND BEING a portion of the same property conveyed to Moore-Lafayette I LLC, a Virginia Limited Liability Company, by virtue of a Deed from Moore-Lafayette I LLC and Moore-Lafayette II LLC, dated April 10, 2006, and recorded at Deed Book 18402, at Page 1890, among the Land Records of Fairfax County, Virginia.

NOTE: The parcel of land on which the Condominium is located, and which comprises common elements and/or limited common elements of the Condominium, is Parcel 2A, containing 8.0180 acres of land, more or less, as duly dedicated, platted and recorded by Deed of Dedication, Subdivision, Easement and Vacation dated October 25, 2005, and recorded in Deed Book 17977, at Page 1228, among the aforesaid Land Records.

Street Address: 4229 Lafayette Center Dr. #1790, 1800, Chantilly, VA 20151 PIN: 0332 10 1790, 0332 10 1800.



Commonwealth

SCHEDULE B

File No. LCT 06-0591 Policy No. B75-0060898

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) which arise by reason of:

- 1. 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. Note: Real Property taxes are paid through June 30, 2006.
- 2. Covenants, conditions, restrictions, reservations, easements, liens for assessments, options, powers of attorney and limitations of title, including but not limited to, the use of and rights of others in and to the use of all common elements and any limited common elements, including parking spaces, ereated by Chapter 4.2, Title 55 of the Code of Virginia (1950 as amended), known as the Virginia Condominium Act, and/or as set forth in Declaration of Condominium, Bylaws, and Condominium Plats and Plans, recorded July 31, 2006 at Deed Book 18649, at Page 1746, and any instrument creating the estate or interest insured by this Commitment/Policy, and in any other allied instruments referred to in any of the foregoing as the foregoing have been amended in any and all amendments subsequent thereto as permitted by said Declaration.
- Easement(s) granted in, and terms and conditions of, Reciprocal Easement Agreement dated April 10, 2006, between Moore-Lafayette I LLC and Moore-Lafayette II LLC, recorded in Deed Book 18402, at Page 1898.
- 4. Storm Water Detention Agreement between Lafayette Business Center Associates and Fairfax County Board of Supervisors, recorded in Deed Book 6458, at Page 1493; Assignment and Assumption Regarding Storm Pond recorded at Deed Book 7071, at Page 487.
- 5. Easements to Fairfax County Board of Supervisors, recorded at Deed Book 7033 at Page 1531, Modified at Deed Book 7514, at Page 470.
- 6. Easement to Chesapeake and Potomac Telephone Company of Virginia recorded at Deed Book 7043, at Page 446 and in Deed Book 7043 at Page 483.
- 7. Easements to Fairfax County Board of Supervisors, recorded in Deed Book 7514, at Page 470.
- 8. Easements to Fairfax County Board of Supervisors, recorded in Deed Book 7523, at Page 1116.
- 9. Terms, provisions, conditions, easements and restrictions set forth in Declaration of Covenants, Conditions, and Restrictions for Lafayette Business Center, recorded in Deed Book 6057 Page 396 among the land records of Fairfax County, Virginia. NOTE: In the event that any exception herein contains covenants, conditions and restrictions, said exception omits any covenants or restrictions, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
- 10. Terms of Density Allocation Covenant and attached plat, recorded in Deed Book 6577, at Page 934, among the land records of Fairfax County, Virginia.
- 11. Easement(s) granted to Washington Gas Light Company, recorded in Deed Book 7110, at Page 279.



File No.

LCT 06-0591

SCHEDULE B

continued

Policy No. **B75-0060898**

- 12. Easement(s) granted to Fairfax County Water Authority, by Deed of Easement Dated October 19, 2005, recorded in Deed Book 17888, at Page 1993.
- 13. Easement(s) granted to Fairfax County Board of Supervisors by Deed of Dedication, Subdivision, Easement and Vacation dated October 25, 2005, recorded in Deed Book 17977, at Page 1228.
- 14. Easement(s) granted to Virginia Electric and Power Company in Right of Way Agreement dated May 26, 2006, and recorded in Deed Book 18528, at Page 656.
- 15. Easement(s) granted to MCImetro Access Transmission Services of Virginia, Inc. by Right of Way and Easement Agreement dated April 1, 2006, and recorded in Deed Book 18677, at Page 33, among the land records of Fairfax County, Virginia.
- 16. Easement(s) granted to the Board of Supervisors of Fairfax County and The Ponds at Lafayette Commercial Condominium Unit Owners Association by Deed of Dedication and Vacation dated September 6, 2006, recorded September 18, 2006, in Deed Book 18765, at Page 0109.

All recorded documents referred to herein are recorded among the Land Records of the County of Fairfax, Virginia.



Dear LandAmerica Customer:

The Financial Services Modernization Act recently enacted by Congress has brought many changes to the financial services industry, which includes insurance companies and their agents. One of the changes is that we are now required to explain to our customers the ways in which we collect and use customer information.

The statement attached to or on the reverse side of this letter is the privacy policy of the LandAmerica family of companies. The three largest members of the family - Commonwealth Land Title Insurance Company, Lawyers Title Insurance Corporation, and Transnation Title Insurance Company - may issue policies and handle real estate closings in virtually every part of the country. A number of other companies in the family provide other real estate services, and some operate more locally. You may review a list of LandAmerica companies on our website (www.landam.com). You may also visit our website for an explanation of our privacy practices relating to electronic communication.

Our concern with the protection of your information has been a part of our business since 1876, when the company that is now Commonwealth Land Title Insurance Company issued its first policy. We will continue to protect the privacy, accuracy, and security of customer information given to us.

No response to this notice is required, but if you have questions, please write to us:

LandAmerica Privacy P.O. Box 27567 Richmond, VA 23261-7567

LandAmerica Companies

<u>Title Insurance Companies:</u> Commonwealth Land Title Insurance Company, Commonwealth Land Title Insurance Company of New Jersey, Industrial Valley Title Insurance Company, Land Title Insurance Company. Lawyers Title Insurance Corporation, Title Insurance Company of America, Transnation Title Insurance Company, Transnation Title Insurance Company of New York

<u>Relocation and Mortgages:</u> Commonwealth Relocation Services, CRS Financial Services, Inc., LandAmerica Account Servicing, Inc.

<u>Title Agents:</u> Austin Title Company, ATACO, Inc., Albuquerque Title Company, Atlantic Title & Abstract Company, Brighton Title Services Company, Capitol City Title Services, Inc., CFS Title Insurance Agency, Charleston Title Agency; Charter Title Company of Fort Bend, Galveston, and Sugarland; Commercial Settlements, Inc., Commonwealth Land Title Company; Commonwealth Land Title Company of Austin, Dallas, Fort Worth, Houston, Washington, Congress Abstract Corp., Cornerstone Residential Title, Cumberland Title Company, First Title & Escrow, Inc., Gulf Atlantic, Harbour Title, HL Title Agency, Lawyers Title Company; Lawyers Title of Arizona, El Paso, Galveston, Nevada, Pueblo, San Antonio, Lawyers Title Settlement Company, Lion Abstract, Longworth Insured, Louisville Title Agency of Central Ohio, Lorain County Title Company, Pikes Peak Title Services, RE/Affirm Title Agency, Rainier Title Company, Residential Abstract, Residential Title, Rio Rancho Title, Texas Title Company, Title Transfer Service, Inc., TransOhio Residential Title Agency, Transnation Title & Escrow, Union Title Agency, University Title Services, Wilson Title Company

Appraisals and Ancillary Services: LandAmerica OneStop, Inc.



LANDAMERICA PRIVACY POLICY

What kinds of information we collect. Most of LandAmerica's business is title insurance, but there are companies in our family that provide other real estate services to consumers. We collect information about you, (for instance, your name, address, telephone number), and information about your transaction, including the identity of the real property that you are buying or financing. We obtain a copy of any deeds, notes, or mortgages that are involved in the transaction. We may get this information from you or from the lender, attorney, or real estate broker that you have chosen. Our title insurance companies then obtain information from the public records about the property so that we can prepare a title insurance policy. When we provide closing, escrow, or settlement services, mortgage lending, or mortgage loan servicing, we may get your social security number, and we may receive additional information from third parties including appraisals, credit reports, land surveys, escrow account balances, and sometimes bank account numbers to facilitate the transaction. If you are concerned about the information we have collected, please write to us.

How we use this information. The company giving or specifically adopting this notice does not share your information with marketers outside its own family. There's no need to tell us to keep your information to ourselves because we share your information only to provide the service requested by you or your lender, or in other ways permitted by law. The privacy laws permit some sharing without your approval. We may share internally and with nonaffiliated third parties in order to carry out and service your transaction, to protect against fraud or unauthorized transactions, for institutional risk control, and to provide information to government and law enforcement agencies. Companies within a family may share certain information among themselves in order to identify and market their own products that they think may be useful to you. Credit information about you is shared only to facilitate your transaction or for some other purpose permitted by law.

How we protect your information. We restrict access to nonpublic personal information about you to those employees who need the information to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with law to guard your nonpublic personal information. We reinforce the company's privacy policy with our employees.

Agents that may be covered by this policy. Often, your transaction goes through a title insurance agent. Agents that are part of the LandAmerica family are covered by this policy. Agents that are not part of the LandAmerica family may specifically, in writing, adopt our policy statement.

NOTICE TO POLICY HOLDERS



IMPORTANT INFORMATION REGARDING YOUR INSURANCE

In the event you need to contact someone about this policy for any reason, please contact your agent. If you have additional questions, you may contact the insurance company issuing this policy at the following address and telephone number:

Commonwealth Land Title Insurance Company 10513 Judicial Drive, Suite 200 Fairfax, Virginia 22030 (703) 591-2400 Fax: (703) 352-8337

For your information, the notice provisions of the policy of title insurance issued to you as insured requires all notices required under the policy be directed in writing to Commonwealth Land Title Insurance Company at the above address.

If you have been unable to contact or obtain satisfaction from the company or the agent, you may contact the **Virginia Bureau of Insurance** at:

Bureau of Insurance Property and Casualty Division P. O. Box 1157 Richmond, Virginia 23218 Telephone: (804) 786-3741 or (800) 552-7945

Written correspondence is preferable so that a record of your inquiry is maintained. When contacting your agent, company or Bureau of Insurance, have your policy number available.

Policy No. B75-0060898

ISSUED DY: Loudoun Commercial Title, L.L.C. 108 South Street, SE, Suite G ecsburg, VA 20175-3732

By: Robert M. Gordon, President Ph: (703) 737-3800

Form 3391

Why would a seller choose auction rather than a traditional listing?

The answer is simple: You want to sell your property in the manner best suited to your situation and your real estate.

The advantages of listing versus auction are different for each individual seller. We believe that providing our sellers with an option that best allows us to serve their unique needs.

With the auction method, the seller sets the time and date of the sale and buyers act on their schedules and terms. Down payments, closing time frames, can be set up to eliminate negotiations and the seller can guarantee a firm sale. There is a greater amount of control with an auction than there is with a traditional listing. At Real Estate Resolution Corp. the time from which we sign a contract to completion of the auction, is typically 30 days.

Auctions are particularly well suited when a property is left unattended, or the seller requires a quick sale with a known time lime. Because there are no contingencies associated with the sale, this can be a relief to a seller who is already handling the many tasks associated with the sale of a property.

Our clients often require more flexibility than a traditional sale can offer. There are many issues that go beyond simply selling real estate when dealing with a downsizing situation, estate settlement or the need for a quick sale. These clients often choose the auction method because it is the best way to maximize exposure and price, while minimizing time and carrying costs.

Real Estate Resolution Corp. is committed to ensure that our sellers get the best value for their property at the least inconvenience to them.

Tips For the Buyer

View the Property

All of our properties are available for viewing at one or more pre-set open house times. If any appointment is required, this will be announced clearly in the brochures, newspaper ads and our web site. If you are not available to view the property on any of the pre-established viewing / inspection dates, we would be pleased to arrange alternate viewing times for all qualified buyers.

Request a property information package

If you have some interest in bidding on a property, make sure to get a property information package. You may not bid on a property at Real Estate Resolution Corp. until you have signed that you have received, read and understood the property information package.

Do your due diligence

We want you to be confident about your buying decision. While we aim to provide you with as much information as possible, we are happy to arrange for your own contractors or inspectors to view the property. Remember that auctions are final and unconditional.

Arrange financing

When Real Estate Resolution Corp. sells a property, it is for cash, with no conditions and typically closes in 30 days. This means that you will not be permitted to bid on a conditional basis. You must know prior to bidding that you are pre-approved with a mortgage, or that you have the cash in hand.

Deposit requirements

Make sure that you have the required deposit amount accessible upon short notice, or on hand. The deposit terms are always listed clearly in the property information package. Make sure you read the deposit terms and ask an auction representative if you are not sure what the requirements are.

Register to bid

Anyone interested in bidding must register for the auction and obtain a bid card. You may register a bid on the property at an open house, at our offices, by far, or in person at the registration desk just prior to the live auction. You may not bid on a property without having properly registered.

What can I expect on auction day?

How will the auction start?

When selling by live auction, we require every registered bidder to provide an opening bid on the bid certification registration form, and the live auction opening bid could simply start at the highest opening bid provided. Everyone who registers and submits a bid is eligible to bid at the auction. The Auctioneer will move at an appropriate pace to ensure that every person clearly understands the amount of the previous bid. You will have the opportunity to bid as many times as you like.

Start the bidding!

Do not be afraid to start bidding with a strong opening bid! The most difficult part of the auction for the Auctioneer is getting that opening bid – the stronger your opening bid, the more likely you are to be the ultimate winner!

Bid Assistants

You will see bid assistants at all of the Real Estate Resolution Corp. live real estate auctions. These people are there to answer your questions during the auction and to assist you with the bidding. No questions will be entertained by the auctioneer and Seller after opening announcements. All questions must be directed to a bid assistant.

Ending the auction

Upon conclusion, the highest bidder will be declared the buyer *subject to approval of the Seller*. The Auctioneer's decision is final. If you are the high bidder, you will immediately sign the agreements of purchase and sale and provide a deposit in the specified amount.

BIDDER REGISTRATION FORM

By signing this certification and returning it to the offices of Real Estate Resolution Corp., or an employee therein, **I hereby certify** that:

- 1. I acknowledge that I have received a property information package.
- 2. I have read the auction terms, rules and bidding format as set out by Real Estate Resolution Corp., as contained in the property information package and I completely understand them.
- 3. I understand that the terms and rules of the auction will be strictly enforced and that there will be no exceptions.
- 4. **I certify** that I currently have sufficient funds to meet the "deposit" requirements as called for by the agreement of purchase and sale.
- 5. I have examined the proposed agreement of purchase and sale given to me as part of the property information package and understand that it is a legally binding contract and it is not contingent upon financing, further inspection, insurability, or anything else.
- 6. I understand that if I am declared the highest bidder as a result of the auction, I will be required to sign the agreement of purchase and sale immediately. I agree to complete and sign the agreement of purchase and sale immediately upon such transmitted notice.
- 7. I understand that a 10% buyer's premium will be added to my final bid and is due in addition to my final bid to complete the final purchase price.
- 8. I understand that Real Estate Resolution Corp. and all of its representatives are working for the Seller and there is no relationship of dual agency.
- 9. I understand that the purchase price of the property will become public information immediately following the auction and that this information may be published.
- 10. I understand that my registration for this auction **will not be accepted** without providing an opening bid (space provided on this form) and this constitutes a binding bid.

OPENING BID AMOUNT: \$	(plus 10% Buyer's Premium)
SIGNATURE:	
PRINTED NAME:	DATE:
WITNESS SIGNATURE:	
ADDRESS:	
PHONE:	EMAIL ADDRESS:
HOW I HEARD ABOUT THE AUCTION	:

PURCHASE SETTLEMENT AGREEMENT

This Purchase Settlement Agreement is made as of August 21st, 2008, between (Purchaser) and Artin Safarian (Seller)

In consideration of the deposit of \$20,000.00<u>Twenty Thousand</u> (the "Deposit") delivered by Purchaser to RERC (the "Auction Firm") and the mutual covenants hereinafter provided, Seller agrees to sell, and Purchaser agrees to buy, the following parcel of real estate together with any improvements thereon, commonly known as:

4229 Lafayette Center Dr. #1800, Chantilly, VA 20151 (The Property)

The purchase and sale of the Property shall be on the following terms and conditions:

- 1. Auction Terms and Conditions. The Auction Terms and Conditions (the "Auction Terms") shall be deemed part of this Contract as is set forth in this Contract in their entirety. In the event of a conflict between the terms and conditions of this Contract and those of the Auction Terms, the terms and conditions of the Auction Terms shall govern.
- 2. Purchase Price. Purchaser agrees to pay as the full purchase price for the Property the sum of ("the Purchase Price") as follows:

(a) Purchaser shall pay the Deposit to the Auction Firm in cash or as may be otherwise agreed upon by the Auctioneer upon the execution of this Agreement. The Auction Firm shall hold the Deposit and shall (i) pay it over to Seller at settlement for application to the payment of the Purchase Price, (ii) return it to Purchaser when instructed to do so by Seller upon the conditions set forth herein, or (iii) in the event of Purchaser's default and at Seller's option, pay it over to Seller for application as set forth in Paragraph 8 below. Any interest accruing on the Deposit while held by the Auction Firm shall be retained by the Auction Firm.

(b) Purchaser shall pay the remainder of the Purchase Price to Seller at settlement in cash, by wire transfer, or by certified or cashier's check.

(c) Purchaser acknowledges that the Purchase Price includes a Buyer's Premium of ten percent (10%). A summary of the terms of the sale is as follows:

High Bid	\$
10% Buyer's Premium	Plus \$
Purchase Price	Equal \$
Deposit	Less \$_ <u>\$20,000.00</u>
Balance of Purchase Price	
Due at Settlement	Equals \$

- 3. Settlement and Possession. Settlement shall take place on or before September 21, 2008, which is thirty (30) days from the date hereof at the offices of Purchaser's attorney, who shall be the settlement agent in connection with this transaction for tax reporting purposes. Possession of the Property shall be delivered to Purchaser at settlement following payment of the Purchase Price, subject to the rights of the tenants, if any. TIME IS OF THE ESSENSE AS TO THE COMPLETION OF SETTLEMENT.
- 4. Title. Seller shall convey the Property to Purchaser by Special Warranty Deed. Purchaser's and Seller's obligations hereunder are contingent upon Seller being able to convey good and marketable title to the Property subject, however, to the following (the "Permitted Encumbrances"): (i) matters that do not render title to the Property unmarketable; (ii) the rights of tenants, if any; (iii) the lien of ad valorem real estate taxes not yet due and payable; (iv) such state of facts as an accurate survey and physical inspection of the Property would reveal; and (v) ordinary and customary easements, encumbrances and other restrictions of record. If, prior to settlement hereunder, Purchaser identifies a title defect other than the Permitted Encumbrances, Seller shall have the opportunity, but not the obligation, to attempt to cure the title defect, and Seller may, at its sole discretion, extend the settlement date accordingly. If Seller does not elect to attempt to cure the title defect, or if Seller attempts but is not successful in curing the title defect, Purchaser shall have the option to; (1) terminate this Agreement, in which case Seller shall instruct the Auction Firm to return the Deposit (less any accrued interest) to Purchaser and neither party shall have any Further obligation or liability to the other; or (2) waive the title defect and proceed to settlement hereunder, without any adjustment or modification of the Purchase Price. If an owner's title insurance policy can be obtained without extraordinary Exception or with affirmative protection over any title defect. Purchaser shall be Required to waive its objection to the title defect.
- 5. Settlement Costs. Real estate taxes, rent, and other apportionable items (if any) will be prorated at settlement. Seller shall pay the grantor's tax and the cost of preparing the deed; all other recording costs, taxes, fees, and closing expenses shall be paid by Purchaser. Each party hereto shall be responsible for paying its own legal fees incurred under this Contract, whether or not closing occurs.
- 6. Eminent Domain. In the event of a taking of the Property or any portion thereof by eminent domain after the date hereof but before settlement, Purchaser shall, within ten (10) days of the taking, either (i) terminate this Contract by written notice to Seller, in which event Purchaser shall be entitled to the return of the Deposit (less any accrued interest) and neither party shall have any further liability to the other, or (ii) elect to proceed to settlement without a reduction in the Purchase Price, in which event Seller shall convey to Purchaser the portion of the Property not taken and shall assign to Purchaser all of Seller's rights, title, and

interest in any condemnation award arising from and pertaining to the taking of the Property.

- 7. Property Sold As Is. Purchaser acknowledges that it has examined and inspected, and is satisfied with, the physical condition of the Property and the improvements thereon. PURCHASER EXPRESSLY AGREES THAT THE PROPERTY IS OR WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS", WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUBJECT TO ORDINARY WEAR AND TEAR OCCURRING AFTER THE DATE HEREOF. Purchaser further Acknowledges that neither Seller nor Auction Firm have made or extended to Purchaser any representation, warranty or indemnity with regard to the environmental condition of the Property or with regard to its compliance with the Americans with Disabilities Act of 1990, if applicable, and Purchaser hereby assumes sole responsibility therefore, indemnifies and agrees to hold Seller and Auction Firm, and each of their affiliates, agents, directors, Employees and attorneys harmless from and waives any right, action, claim or Cause of action it or its successors or assigns may now or in the future against Seller and Auction Firm, and each of their affiliates, agents, directors, employees or attorneys with regard thereto. If the improvements on the Property are damaged after the date hereof but before settlement. Seller may (but shall not be obligated to) attempt to repair the improvements and, at Seller's Sole option, there shall be a reasonable extension of the settlement date in which Seller may attempt to complete the repair. If Seller notifies Purchaser that Seller does not intend to attempt repair, or if Seller attempts but is not successful in effecting repair and so notifies Purchaser, within ten (10) days of either such notification Purchaser shall either (i) terminate this Agreement, in which case Purchaser shall be entitled to the return of the Deposit (less any accrued Interest) and neither party shall have any further liability to the other, or (ii) waive any objection to the damage and any right to reduce the Purchase Price in which case Seller shall convey to Purchaser the Property with such damaged improvements as are there thereon and shall assign to Purchaser all of Seller's right, title and interest to any insurance proceeds, if any, received or to be received in payment of damage to the improvements (but no other insurance proceeds, such as proceeds from damage to personal property).
- 8. Default. If Purchaser defaults hereunder, Seller may retain the Deposit and may also pursue such remedies as are available to Seller at law or in equity, including without limitation, an action for specific performance. If Seller defaults hereunder, Purchaser's sole remedy shall be the return of the Deposit (less any accrued interest) and the Purchaser expressly and unconditionally waives and releases any other claim, demand injury, or cause of action, whether at law or in equity. A termination of this Contract pursuant to the termination provisions set forth in paragraphs 4, 6, and 7, shall not be deemed to be a default of either party hereunder.

- 9. Notice. Any notice, request, or demand required or permitted hereunder will be in writing and will be delivered by hand, sent by express courier service, or sent by U.S. certified mail, return receipt requested, postage prepaid, if to Seller, to 14408 Chantilly Crossing Lane, Unit 108, Chantilly, VA 20151, and if to Purchaser, to the address set forth below under the Purchaser's signature, or to such other address as the party to receive such notice may hereafter specify by written notice to the other. Any such notice will be deemed given on the date of actual hand delivery, one (1) day after being sent by express courier service or two (2) days after deposit in the U.S. mail, certified.
- 10. Agency Disclosure. Seller and Purchaser acknowledge and agree that the Auction Firm and its agents and broker(s) have acted on Seller's behalf as Seller's agent in connection with this transaction. Seller and Purchaser also Confirm that this disclosure of agency relationship has been made in writing.
- 11. Miscellaneous. Except as set forth above, each party hereto represents that it has not involved any agent, broker, or finder in this transaction other than

and agrees to indemnify, defend, and hold the other Party and the Auction Firm harmless from any claim in connection therewith. The provisions of this Contract shall survive settlement. The parties hereto acknowledge that neither has relied upon any oral representation of the other or of the Auction Firm, that no such oral representation will affect in any way the terms of this Contract and that this Contract represents the final and complete understanding between the parties. This Contract cannot be modified or amended, and no waiver or any provision hereof shall be effective, unless in writing executed by the parties hereto. This Contract shall be construed, performed and enforced in accordance with the laws of the Commonwealth of Virginia without regard to the conflicts of laws provision of Virginia law. Except as provided in Paragraphs 6 and 7, the risk of loss or taking shall remain with the Seller until settlement. This Contract shall inure to the benefit of and will bind the parties hereto and their respective heirs, personal representatives, successors and assigns. Purchaser may not assign its rights under this Contract without the prior written consent of Seller and Auction Firm, which consent Seller and/or Auction Firm may withhold in their sole and absolute discretion. Any such assignment to which Seller and Auction Firm consent shall not release Purchaser from any liability hereunder. This Contract may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Contract. Notwithstanding any other provision of this Agreement, or any agreements, contracts or obligations that may derive here from, nothing herein shall be construed to make the parties hereto partners or joint ventures or to render either party liable for any of the debts or obligations of the other party, it being the intention of this Contract merely to create the relationship of Seller and Purchaser with regard to the Property. All parties to this Contract have been represented by counsel or have had the opportunity to be so represented. Accordingly, the rule of construction of contract language against the drafting party is hereby waived by both parties. If any provision of this Contract or the application thereof is deemed unenforceable for any reason, the

remainder of this Contract shall not be affected thereby and shall remain in full force and effect. Notwithstanding any mention of specific acreage in any description of the Property, the parties hereby agree that the Property is being sold in gross and not by the acre. The parties' rights and obligations hereunder shall not be affected if a subsequent survey of the Property reveals a different acreage. TIME IS OF THE ESSENCE IN CONNECTION WITH THIS CONTRACT.

WITNESS the following signatures and seals:

SELLER:

PURCHASERS:

By	(Seal)	(Seal)
Its		
		(Seal)

ADDRESS/TELEPHONE #:

Suggested Closing Attorney: Steve Stockman Stockman Title & Escrow Sterling, VA 703-430-7744

RERC *Real Estate Resolutions. So You Can Move On!*

FOR MORE INFORMATION

Please contact us at:

Ph: 866-712-0920 Fx: 866-712-9436

Email: info@realestateresolutioncorp.net

www.RealEstateResolutionCorp.net

Or call our Director of Marketing Maureen Connolly

804-725-6185









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