

**NOTICE OF PUBLIC AUCTION
SPECIAL COMMISSIONER’S SALE OF REAL ESTATE
COUNTY OF JAMES CITY, VIRGINIA**

Pursuant to the terms of those certain Decrees of Sale entered in the Circuit Court of County of James City, the undersigned Special Commissioner will offer for sale at a simulcast (with online and in person bidding) public auction the following described real estate in the **James City County Board Room** located at **101 Mounts Bay Road, Building F, Williamsburg, Virginia 23185**, on **April 6, 2023 at 11:00 am**.

The sale of such property is subject to the terms and conditions below, and any term or conditions which may be subsequently posted or announced by For Sale At Auction, Inc. (“Auctioneer”) and Taxing Authority Consulting Services, PC (“TACS”). Subsequent announcements made on the day of the auction take precedence over any prior written or verbal terms of sale.

	Property Owner(s)	Tax Map No.	TACS No.	Property Description
1	John M. Gillespie, Trustee	3110800046	598451	6013 Red Fox Circle +/- 0.23 acre Dwelling assessed with parcel
2	Laura Hightower Gwynn	3830600031	570389	142 Old Field Road +/- 0.36 acre Dwelling assessed with parcel
3	Milton M. Jones	5230200350	562180	107 Church Street +/- 0.29 acre Dwelling assessed with parcel
4	Sherri Tyler Kelley	2230100019	598312	2945 Chickahominy Road +/- 0.11 acre Dwelling assessed with parcel
5	The Mill Associates	3842100001A	598389	3926 Vass Lane +/- 5.7 acres Unimproved parcel
6	Freddie P. Mullins, et al.	4140600002	504173	1127 Penniman Road +/- 0.24 acre Dwelling assessed with parcel
7	John A. & Michael A. Pitts	1530100024	598416	155 Saddle town Road +/- 0.91 acre Unimproved parcel
8	Cynthia Louise Taylor	3220100040C	49247	6191 Old Mooretown Road +/- 0.67 acre Dwelling assessed with parcel
9	Kristen Welch	0430800017	47499	151 Racefield Drive +/- 5.81 acres Dwelling assessed with parcel

GENERAL TERMS OF SALE: All sales are subject to confirmation by the Circuit Court. The Special Commissioner has the right to reject any bids determined to be unreasonable in relation to the estimated value of the Property. Any unsold property will be offered for sale again at the next auction, whenever that may be.

Properties are conveyed by Special Warranty Deed, subject to any easements, covenants, agreements, restrictions, reservations, and any and all rights of record which may affect the property. Properties are offered for sale as-is, where-is, and if-is, with all faults and without any warranty, either expressed or implied. Persons are encouraged to make a visual inspection of the property within the limits of the law and to obtain an independent title search, at their own expense, prior to bidding on any of the properties to determine the suitability of the property for their purposes. It is not guaranteed that the property has a right-of-way or that it is not landlocked. Property is sold in gross and not by the acre. There is no warranty as to the accuracy of any information contained in the GIS system, nor is the information contained therein a legal representation of any of the features of the property which it depicts.

The sale of property to the highest bidder is not contingent upon obtaining financing. Financing, if needed, is the sole responsibility of the high bidder. By bidding, parties are entering into a legally binding contract, waive all rescission rights, and understand that their bid is immediately binding, irrevocable, and enforceable. Additionally, by bidding, parties are representing that they have read, and agree to be bound by, all terms and conditions for this sale. Failure to complete the property purchase will result in forfeiture of any funds paid and may subject the highest bidder to additional damages, which may include expenses and any deficit upon resale.

PAYMENT TERMS: On the day of the auction, the highest bidder shall make a deposit in the amount of twenty-five percent (25%) or One Thousand Dollars (\$1,000.00), whichever is higher, **along with a 10% buyer's premium, subject to a minimum of \$150.00, added to the final bid.** Bids which are less than One Thousand Dollars (\$1,000.00) shall be paid in full at the time of the auction. Deposits shall not exceed Twenty Thousand Dollars (\$20,000) per parcel. Such sum shall be held by the Special Commissioner and credited towards the purchase price following confirmation of the sale. Subsequent taxes will be prorated from the auction date, and the highest bidder will be responsible for taxes from that date forward.

The balance of the purchase price and recording costs for deed recordation shall be deposited by the highest bidder with the Special Commissioner within fifteen (15) days of confirmation of the sale by the Court.

Terms applicable to In-Person Bidders ONLY: The deposit and buyer's premium are due on the day of the auction. All payments must be made in the form of personal check, cashier's check or money order. **No cash will be accepted.**

Terms applicable to Online Bidders ONLY: All interested parties must register and be approved by the Auctioneer. Registration and bidding are free of charge and are done through the Auctioneer's website **forsaleatauction.biz**. If any interested bidders are unable to attend for in-

person bidding and wish to bid on property, but do not have access to the internet, please contact For Sale At Auction, Inc., at (540) 899-1776 for assistance.

The highest bidder will receive their purchase contract and balance due via email following the close of the auction. The contract shall immediately be executed and returned to TACS. **The deposit and buyer's premium must be received in full within seven (7) days following the auction closing (no later than April 13, 2023).** All payments must be made in the form of certified funds, cashier's check, money order or wire transfer. Cash and personal checks **will not** be accepted. Checks and money orders shall be made payable to County of James City and forwarded to TACS, at the address shown below. Wire transfer instructions will be provided to the highest bidder upon request.

To qualify as a purchaser at this auction, you may not owe delinquent taxes to County of James City and you may not be a Defendant in any pending delinquent tax matter. Questions concerning the registration and bidding process should be directed to the Auctioneer online at forsaleatauction.biz, by email to ken@forsaleatauction.biz or by phone to Ken Sebastian at (540) 841-2085. Questions concerning the property subject to sale should be directed to TACS online at www.taxva.com, by email to rcranmer@taxva.com, by phone to 804-293-8608, or by writing to the address below.

Re: County of James City Judicial Sale Auction
Taxing Authority Consulting Services, PC
P.O. Box 31800
Henrico, Virginia 23294-1800

SAMPLE “Online bidders ONLY”

**PURCHASER’S ACKNOWLEDGEMENT AND
CONTRACT OF SALE**

At that certain timed, hybrid (with in-person and online bidding), real estate tax sale which closed on 4/6/2023, the undersigned was the highest bidder on the real estate described below, for a bid price of _____.

[Property Owner Name]
[Tax Map No.]
[Account No.]
[TACS No.]

I understand that this contract of sale must be immediately executed and returned to Taxing Authority Consulting Services, PC (“TACS”). I understand that payment in full for my bid, stated above, a buyer’s premium in the amount of _____ (10% of the bid, subject to minimum of \$150), and recordation costs in the amount of _____, are to be **received** by TACS within five (5) business days following the auction closing (**no later than 4/13/2023**). I agree that the total balance due of _____ shall be paid via certified funds, cashier’s check, money order, or wire transfer. Wire transfers are preferred. I understand that sale of the property is not contingent upon obtaining financing.

Checks and money orders shall be made payable to James City County and forwarded to TACS at the address shown below. Wire transfer instructions will be provided upon request. All payments must reference the Tax Map No. of the real estate. I understand that cash and personal checks will not be accepted. I understand that in the event my payment is returned, improperly tendered, or is otherwise not made, the contract of sale may be voided and the next highest bidder will be contacted to purchase the property.

I understand that this property is being sold without the benefit of a title search and is subject to any covenants, easements, agreements, restrictions, reservations, conditions of record, and any claims of persons in possession. I understand that this property may not have a right-of-way to a public road, and I hereby accept these limitations. I understand that this property is offered for sale as-is, with all faults and without any warranty, either expressed or implied, and I confirm that I have satisfied myself as to the property’s existence and location prior to the execution of this contract.

I understand that a Special Commissioner’s Deed, will be prepared after payment clearance and that the same will be forwarded to the County of James City Circuit Court Clerk’s Office for recordation. I understand that I will receive the recorded Deed as soon as the same is made available and that I have no right of entry upon the property until such time as the deed is recorded as anticipated herein.

I understand that I will be responsible for any real estate taxes on this parcel from the date of sale (4/6/2023). I further understand that in the event I owe delinquent taxes to the County of James City, including being named as a Defendant in any delinquent tax suit filed by

County of James City, Virginia, that this contract will be made null and void and I agree to forfeit any right, title or interest that I may have in the real estate to the next highest bidder as listed in the auction documents.

I understand that by bidding, I entered into a legally binding contract and that I waive all rescission rights. I understand that my bid was immediately binding, irrevocable, and enforceable. I understand that if I fail to comply with this Purchaser's Acknowledgment and Contract of Sale, that any funds paid hereunder will be forfeited, and that I will be responsible for any deficiency or damages upon resale, including any expenses that may be incurred. I also understand that my electronic signature shall be considered true and accurate for the purposes of this transaction.

Electronic Signature

Date: _____

[Bidder Name]

[Bidder Address]

[Bidder City, State and Zip]

Phone: _____

[Bidder Email]

Title will be taken in the name of:

The property will be deeded to:

Type of Interest: Tenants in Common Tenants by Entirety with ROS Joint Tenants None

If purchaser contact information is different from bidder contact information, please provide the same below.

CERTIFICATION

It is hereby certified that TACS has received this Purchaser's Acknowledgment and Contract of Sale, signed and dated by the above-referenced bidder, on this the ____ day of _____, 2023.

Taxing Authority Consulting Services, PC

SAMPLE “In-person bidders ONLY”

PURCHASER’S ACKNOWLEDGEMENT AND CONTRACT OF SALE

At that certain real estate tax sale held on [date], the undersigned was the highest bidder on the real estate described below, for a bid price of \$ _____.

**[Property Owner]
[Account Number(s)]
[Tax Map Number(s)]**

I understand that a deposit of \$ _____ (25% of the purchase price or \$1,000.00, whichever is more, or the entire purchase price if less than \$1,000.00) is required to be deposited today with the Special Commissioner and that the balance will be due within fifteen (15) days after confirmation of this sale by the Circuit Court of the County of James City, Virginia. Further, I understand that a 10% buyer’s premium, subject to a minimum of \$150.00, is required in this auction and have agreed to pay \$ _____ as a buyer’s premium.

I understand that this property is being sold subject to any covenants, easements, agreements, restrictions, reservations, conditions of record, and any claims of persons in possession. I understand that this property may not have a right-of-way to a public road, and I hereby accept this limitation. I understand that I will be notified at the address below of the date the Court intends to confirm this sale, and that this Court hearing will be my last opportunity to raise any questions concerning this sale. I understand that this property is offered for sale as-is, with all faults and without any warranty, either expressed or implied, and I confirm that I have satisfied myself as to the property’s existence and location prior to the execution of this contract.

I understand that I will be responsible for any real estate taxes on this parcel from the date of sale (4/6/2023). I further understand that in the event I owe delinquent taxes to the County of James City or if I am named as a Defendant in any delinquent tax suit, that this contract may be made null and void and I agree to forfeit any right, title or interest that I may have in the real estate to the next highest bidder as listed in the auction documents.

If the balance of the purchase price is not paid in full within fifteen (15) days of confirmation, I agree to forfeit the deposit and pay any charges incurred by the Special Commissioner or the Court in collecting on the delinquent amount. I further understand that if I fail to comply with this Purchaser’s Acknowledgement and Contract of Sale, that this real estate may be resold and that I will be responsible for any deficiency upon resale, including any expenses that may be incurred.

I understand that the former owner(s) of this property may for good cause shown, within ninety (90) days from the entry of the Decree of Confirmation in this matter, petition the Court to have the matter reheard. I understand that title to the property described herein will be taken in

the name(s) indicated below and I represent that I have the authority to purchase and title the property in the name(s) shown below.

Signature

Print Name

Address

Phone

Email

Title will be taken in the name of:

Type of Interest: Tenants in Common Tenants by Entirety with ROS Joint Tenants None

CERTIFICATION

It is hereby certified that the above-referenced purchaser has, on this the ____ day of _____, 2023, acknowledged and executed the foregoing Purchaser's Acknowledgment and Contract of Sale. I further certify that the contact information and signature shown above belong to the aforementioned purchaser and are true and correct to the best of my knowledge.

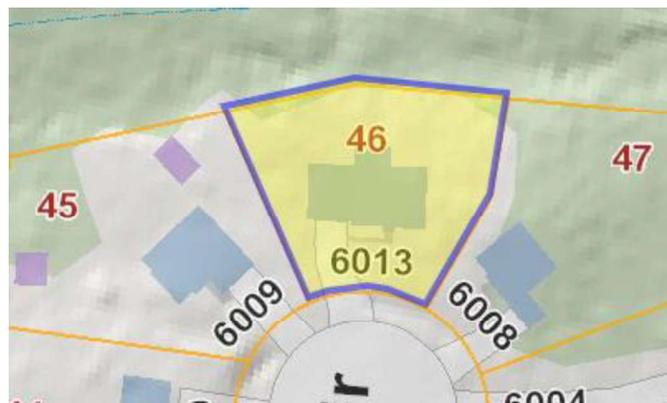
Taxing Authority Consulting Services, PC

Property #1
 John M. Gillespie, Trustee
 Tax Map No. 3110800046 • TACS No. 598451

Owner's Name:	GILLESPIE, JOHN M TRUSTEE	Property Address:	6013 RED FOX CIRCLE WMSBURG , VA 231887354
Mailing Address:	6013 RED FOX CIR WILLIAMSBURG, VA 231887354	Legal Acreage:	.23
Property Class:	502 Single Family - Urban	Property Description:	L-46 PH-1 FOX RIDGE
Zoning:	R2 General Residential		
Zoning (additional):	No Data		
Air Approach:	No		

Assessment Information

Valuation as of:	January 1, 2021	January 1, 2022	January 1, 2023
Effective for Billing:	July 1, 2021	July 1, 2022	July 1, 2023
Land Value	\$52,800	\$62,900	\$62,900
Improvement Value	\$166,400	\$183,100	\$183,100
Total Value	\$219,200	\$246,000	\$246,000



REDEEMED

Property #2

Laura Hightower Gwynn

Tax Map No. 3830600031 • TACS No. 703589

Owner's Name: GWYNN, LAURA HIGHTOWER
Mailing Address: PO BOX 6875
WILLIAMSBURG, VA 231885231
Property Class: 502 Single Family - Urban
Zoning: R2 General Residential
Zoning (additional): No Data
Air Approach: No

Property Address: 142 OLD FIELD ROAD
WMSBURG, VA 23188
Legal Acreage: .36
Property Description: L-31 S-3 THE MEADOWS

Assessment Information

Valuation as of:	January 1, 2021	January 1, 2022	January 1, 2023
Effective for Billing:	July 1, 2021	July 1, 2022	July 1, 2023
Land Value	\$55,000	\$66,000	\$66,000
Improvement Value	\$192,600	\$221,000	\$221,000
Total Value	\$247,600	\$287,000	\$287,000



REDEEMED

Property #3

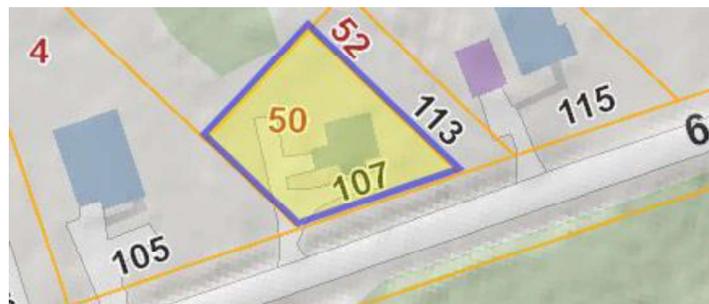
Milton M. Jones

Tax Map No. 5230200050 • TACS No. 562580

Owner's Name:	JONES, MILTON M	Property Address:	107 CHURCH STREET WMSBURG, VA 231856001
Mailing Address:	107 CHURCH ST WILLIAMSBURG, VA 231856001	Legal Acreage:	.29
Property Class:	502 Single Family - Urban	Property Description:	L-50 HARWOOD SUB
Zoning:	R2 General Residential		
Zoning (additional):	No Data		
Air Approach:	No		

Assessment Information

Valuation as of:	January 1, 2021	January 1, 2022	January 1, 2023
Effective for Billing:	July 1, 2021	July 1, 2022	July 1, 2023
Land Value	\$28,400	\$36,800	\$36,800
Improvement Value	\$26,500	\$30,600	\$30,600
Total Value	\$54,900	\$67,400	\$67,400



REDEEMED

Property #4

Sherri Tyler Kelley

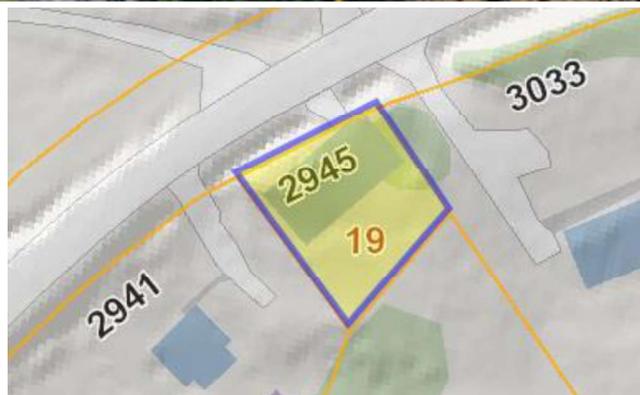
Tax Map No. 2230100019 • TACS No. 598392

Owner's Name: KELLEY, SHERRI TYLER
Mailing Address: 123 LOW RIDGE RD
WILLIAMSBURG, VA 231855846
Property Class: 501 Single Family - Suburban
Zoning: R8 Rural Residential
Zoning (additional): No Data
Air Approach: No

Property Address: 2945 CHICKAHOMINY RD
TOANO, VA 23168-9002
Legal Acreage: .11
Property Description: L-HERMAN LIGHTFOOT

Assessment Information

Valuation as of:	January 1, 2021	January 1, 2022	January 1, 2023
Effective for Billing:	July 1, 2021	July 1, 2022	July 1, 2023
Land Value	\$25,600	\$28,200	\$28,200
Improvement Value	\$103,600	\$109,500	\$109,500
Total Value	\$129,200	\$137,700	\$137,700

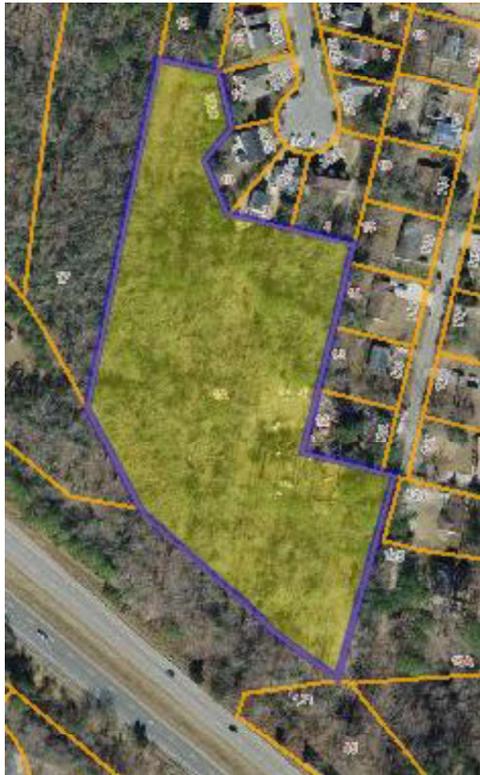


Property #5
 The Mill Associates
 Tax Map No. 3842100001A • TACS No. 598389

Owner's Name:	THE MILL ASSOCIATES	Property Address:	3926 VASS LANE WMSBURG , VA 23188-2508
Mailing Address:	319 S BOUNDARY ST WILLIAMSBURG, VA 231854005	Legal Acreage:	5.7
Property Class:	501 Single Family - Suburban	Property Description:	COMMON AREA VASS MEADOWS
Zoning:	R2 General Residential		
Zoning (additional):	No Data		
Air Approach:	No		

Assessment Information

Valuation as of:	January 1, 2021	January 1, 2022	January 1, 2023
Effective for Billing:	July 1, 2021	July 1, 2022	July 1, 2023
Land Value	\$11,400	\$11,400	\$11,400
Improvement Value	\$	\$	\$
Total Value	\$11,400	\$11,400	\$11,400



Property #6
 Freddie P. Mullins, et al.
 Tax Map No. 4140600002 • TACS No. 504173

<p>Owner's Name: MULLINS, FREDDIE P & JACOBS, KATHLEEN C/O MITCHELL JACOBS SR</p> <p>Mailing Address: 1127 PENNIMAN RD WILLIAMSBURG, VA 231855258</p> <p>Property Class: 502 Single Family - Urban</p> <p>Zoning: R2 General Residential</p> <p>Zoning (additional): No Data</p> <p>Air Approach: No</p>	<p>Property Address: 1127 PENNIMAN ROAD WMSBURG, VA 231855258</p> <p>Legal Acreage: .24</p> <p>Property Description: L-2 S-1 COLONIAL PARK</p>
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Assessment Information

Valuation as of:	January 1, 2021	January 1, 2022	January 1, 2023
Effective for Billing:	July 1, 2021	July 1, 2022	July 1, 2023
Land Value	\$43,200	\$44,100	\$44,100
Improvement Value	\$79,300	\$86,000	\$86,000
Total Value	\$122,500	\$130,100	\$130,100



Property #7
John A. & Michael A. Pitts
Tax Map No. 1530100024 • TACS No. 598416

Owner's Name:	PITTS, JOHN A & MICHAEL A	Property Address:	155 SADDLETOWN ROAD WILLIAMSBURG, VA 23188
Mailing Address:	781 STELL LN VIRGINIA BEACH, VA 234555834	Legal Acreage:	.91
Property Class:	501 Single Family - Suburban	Property Description:	JOHN PITTS EST
Zoning:	A1 General Agriculture		
Zoning (additional):	No Data		
Air Approach:	No		

Assessment Information

Valuation as of:	January 1, 2021	January 1, 2022	January 1, 2023
Effective for Billing:	July 1, 2021	July 1, 2022	July 1, 2023
Land Value	\$38,400	\$41,500	\$41,500
Improvement Value	\$	\$	\$
Total Value	\$38,400	\$41,500	\$41,500



REDEEMED

Property #8

Cynthia Louise Taylor

Tax Map No. 3220100040C • TACS No. 497247

Owner's Name: TAYLOR, CYNTHIA LOUISE
Mailing Address: 6191 OLD MOORETOWN RD
WILLIAMSBURG, VA 231881715
Property Class: 502 Single Family - Urban
Zoning: R2 General Residential
Zoning (additional): No Data
Air Approach: No

Property Address: 6191 OLD MOORETOWN ROAD
WMSBURG , VA 231881715
Legal Acreage: .67
Property Description: L-2 MARY A TAYLOR

Assessment Information

Valuation as of:	January 1, 2021	January 1, 2022	January 1, 2023
Effective for Billing:	July 1, 2021	July 1, 2022	July 1, 2023
Land Value	\$33,900	\$37,300	\$37,300
Improvement Value	\$37,000	\$39,100	\$39,100
Total Value	\$70,900	\$76,400	\$76,400



REDEEMED

Property #9

Kristen Welch

Tax Map No. 0430800017 • TACS No. 497499

Owner's Name:	WELCH, KRISTEN	Property Address:	151 RACEFIELD DRIVE TOANO, VA 23168-8918
Mailing Address:	151 RACEFIELD DR TOANO, VA 231688918	Legal Acreage:	5.81
Property Class:	501 Single Family - Suburban	Property Description:	L-17 S-3B RACEFIELD
Zoning:	A1 General Agriculture		
Zoning (additional):	No Data		
Air Approach:	No		

Assessment Information

Valuation as of:	January 1, 2021	January 1, 2022	January 1, 2023
Effective for Billing:	July 1, 2021	July 1, 2022	July 1, 2023
Land Value	\$55,000	\$61,300	\$61,300
Improvement Value	\$166,300	\$176,600	\$176,600
Total Value	\$221,300	\$237,900	\$237,900

