

Information Memorandum



VIRGINIA
ADVENTURE
CAMPS



Virginia Adventure Camps
8144 Mt Laurel Rd, Clover, VA 24534

Asking Price: \$4.9 Million – Immediate Attention Required
Inspections by Appointment Only



Disclaimer

Keen-Summit Capital Partners LLC and/or Wilkins & Co. Realtors (jointly “Broker”) have been engaged by Discovery Quest LLC, dba AstroCamp Virginia (“Client”), as exclusive advisor for this offering.

Client is seeking to sell its **real estate holdings**, which includes extensive improved and unimproved real property assets (which shall hereinafter be referred to as the “Property”).

By receiving this Information Memorandum and/or participating in the sales process and/or contacting the Client and/or Broker, you (“Prospect” or “you”) agree to the following terms and conditions. If you do not agree to these terms and conditions, immediately return this Information Memorandum to Brokers and do not participate in the sales process. Your participation in the sales process shall constitute your express agreement to the following terms and conditions.

In connection with your request for information (“Information”) related to the Property and the sales process and your interest in purchasing all or a portion of the Property (a “Transaction”), the Client hereby agrees to disclose information to Prospect and to engage in conversations and negotiations with you, subject to the understandings, terms and conditions set forth below.

1. The Property in whole or in parts, is being offered AS-IS, WHERE-IS, with ALL FAULTS.
2. The Information:
 - a. has been prepared for informational purposes only, and
 - b. has been prepared from materials supplied by the Client, local municipalities and other sources deemed reliable.
3. Although the Client and Brokers will endeavor for the Information to contain data known to them which they believe to be relevant for the purpose of Prospect’s investigation, Prospect understands and agrees that, except pursuant to the APA to be entered into between the Client and Prospect in connection with a Transaction, none of the Client, Brokers or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives:
 - a. have made or make and expressly disclaim making any written or oral statements, representations, warranties, promises or guarantees, whether express or implied or by operation of law or otherwise, with respect to the Property or with respect to the accuracy, reliability or completeness of the Information, or
 - b. shall have any liability whatsoever to Prospect or any of Prospect’s Representatives relating to or resulting from the use of the Information, alleged acts or omissions, or any errors or omissions in the Information.
4. Without limiting the generality of the immediately preceding paragraph, the Information may include certain statements, estimates and projections with respect to the Property. Such statements, estimates and projections reflect various assumptions made by the Client, and/or Brokers, which assumptions may or may not prove to be correct. No representations are made as to the accuracy of such assumptions, statements, estimates or projections. The only information that will have any legal effect will be specifically represented in the APA.
5. The Information has been prepared to assist Prospects in making their own evaluation of the offering and does not purport to be all-inclusive or to contain all of the information that interested parties may desire. Brokers have not assumed responsibility for independent verification of any of the information contained herein and has not in fact in any way audited such Information. In all cases, interested parties should conduct their own investigation and analysis of the offering, conduct site inspections and scrutinize the Information. Prospects should engage legal counsel, accountants, engineers and/or such other professional advisors as Prospects deem appropriate for evaluating the Property.

Disclaimer

6. Prospect agrees that no contract or agreement providing for any Transaction shall be deemed to exist between Prospect and Client unless and until Prospect and the Client execute and deliver a final definitive APA, and Prospect hereby waives, in advance, any claims (including, without limitation, breach of contract) in connection with any Transaction unless and until Prospect and the Client shall have executed and delivered an APA. Prospect also agrees that unless and until Prospect and the Client shall have executed and delivered an APA, neither Prospect nor the Client will be under any legal obligation of any kind whatsoever with respect to a Transaction by virtue of this document except for the matters specifically agreed to herein. Prospect further acknowledges and agrees that the Client reserves the right, in their sole discretion, to reject any and all proposals made by Prospect or Prospect's Representatives with regard to a Transaction, and to terminate discussions and negotiations with Prospect at any time. Prospect further understands that the Client shall be free to establish and change any process or procedure with respect to a Transaction as the Client in their sole discretion shall determine (including, without limitation, negotiating with any other interested party and entering into a final definitive agreement relating to a Transaction with any other party without prior notice to Prospect or any other person).
7. This Agreement shall be governed by and construed in accordance with the laws of the State of Virginia without regard to conflict of law principles (that might dictate the application of the laws of another jurisdiction). Prospect hereby irrevocably and unconditionally consents to submit to the exclusive jurisdiction of the State of Virginia for any lawsuits, claims or other proceedings arising out of or relating to the Property, the sales process, the Information, this Confidential Information Memorandum and/or the alleged acts or omissions of Client, Brokers or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives. Prospect hereby further irrevocably and unconditionally waives the right to, and agrees not to, plead or claim that any such lawsuit, claim or other proceeding brought, has been brought in an inconvenient forum. Prospect expressly waives all right to trial by jury in any action or proceeding arising out of or relating to the Property, the sales process, the Information, this Confidential Information Memorandum, and/or the alleged acts or omissions of Client, Brokers or any of their respective officers, directors, employees, affiliates, agents, advisors or representatives.
8. It is understood that Brokers will arrange for appropriate contacts for due diligence purposes. All:
 - a. communications regarding a possible Transaction,
 - b. requests for additional information,
 - c. requests for inspections,
 - d. discussions regarding making an offer and/or participating in the sales process, and/or
 - e. discussions or questions regarding procedures in connection with any possible Transaction,

must be submitted or directed exclusively to Brokers. Neither Prospect nor Prospect's Representatives will initiate or cause to be initiated any communication with any employee or representative of the Client including the managing agent concerning the Information or a Transaction.

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The Opportunity

By this offering, you have the opportunity to acquire this turn-key camp: Virginia Adventure Camps (AstroCamp, Camp Chop and Camp Motorsport) in Clover, VA.

CAMP HIGHLIGHTS:

28 freestanding buildings with 50,000 sq. ft. of space on 428+/- acres:

- 15 dorms for up to 300 campers
- Dining – 5,600 sq. ft.
- Instructional – 8,800 sq. ft.
- Storage – 8,400 sq. ft.
- General – 10,000 sq ft. for staff, nurse, offices and misc.

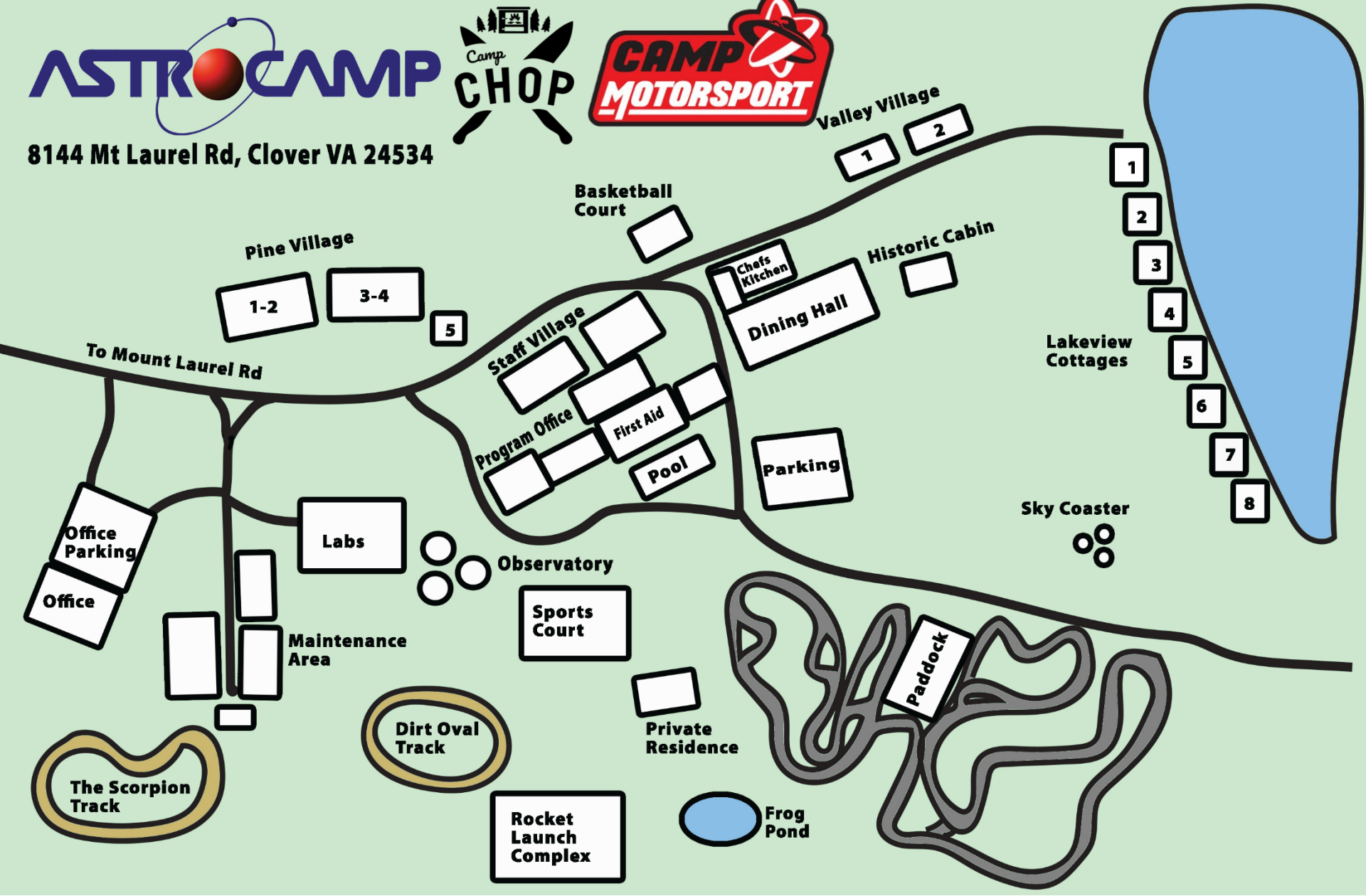
The camp also benefits from:

- 1.1-mile paved kart track; configurations for multiple simultaneous groups creates up to 3.2-mile kart track
- Pool, basketball and sports courts, including several open fields for recreation
- 17-acre pond stocked with fish and has docks in place for recreational activities
- 1/4 Mile of frontage along Staunton River

Also included is a Cape style single-family residence, 2,661 SF, 4 bedroom with 3.5 baths on 5.26 acres located adjacent to the camp.



8144 Mt Laurel Rd, Clover VA 24534



Building Breakdown

Year Built	SF	Improvement	Notes
1975, Reno 1985 & 2010	1,838	Single Family Dwelling	Staff housing; Private well and septic system. Heated and cooled via a heat pump
1975	1,398	Office (Former Dwelling)	Partial 2-story addition; Building is heated by oil, featured baseboard heat and cooled via window units; Private well & septic
1950	5,600	Red Maintenance Stable	Stable has electricity, but no water
1990	1,610	Auto Repair Garage	Front features 2 overhead doors; 2 misc. storage buildings – 1 is an eight-bay storage shed, the other is a metal shed.
1970	3,345	Program Barn	Storage shed; Renovated in 2012
2013	1,560	Pine Village Cottage (2 identical buildings)	Student housing; heated via a heat pump; Each half has 2 rooms and 1 restroom. Restrooms all are 3 toilets, 3 sinks, 3 showers.
1990	600	Small Pine Village Cottage	Student housing; heated via a heat pump; 6 bunks and 1 restroom with 2 toilet, 2 sink, 2 shower
1990	1,200	Storage Building	Former camping quarters
2000	1,728	Health Building	Former camping quarters; Private water and sewer serve the site
1975	504	Retail Store Building	Building features 2 wooden decks (front and rear) Heated and cooled via a heat pump

Building Breakdown

Year Built	SF	Improvement	Notes
1980	900	Blue Cottage	Not heated and cooled or served by water or septic.
1980	870	Boys Bathrooms/ Laundry Room	
1925	757	Brick Cottage	Heated electrically and cooled by window units; Private water and sewer serve the site.
1960	2,830	Girls Bathroom	Private water and sewer serve the site. Heated and cooled via a heat pump
1990 (Reno 2013-2015)	5,612	Dining Hall/Kitchen	Served by propane gas; Private water and sewer serve the site. Heated and cooled via a heat pump
1990	480	Snack Shack	
2005	864	Valley Village Cottage	Private water and sewer. Heated and cooled via a heat pump – Each building has 3 toilets, 3 sinks, 3 showers
2005	864	Valley Village Cottage	Private water and sewer. Heated and cooled via a heat pump – Each building has 3 toilets, 3 sinks, 3 showers
2013	1,088	Lakeview Cottage (8 Identical Cottages)	Heated and cooled via a heat pump; 8 buildings all identical with a lakeside porch. 1 restroom in each and 4 bunks. Also had sink and kitchen cabinets with small refrigerator
2013	4,600	Kart Barn	1,840 sf automotive shop; 2,760 sf
	47,424	Combined	

Sewer and Water Capacity

WATER

Four drilled wells:

Well #1 - Primary well provides water to the cabins and dining hall

Well #2 - Provides water to the office building, stables and maintenance shop

Well #3 - Provides water to the swimming pool

Well #4 - Not in operation

SEPTIC

18-Septic tanks

16-Drain fields

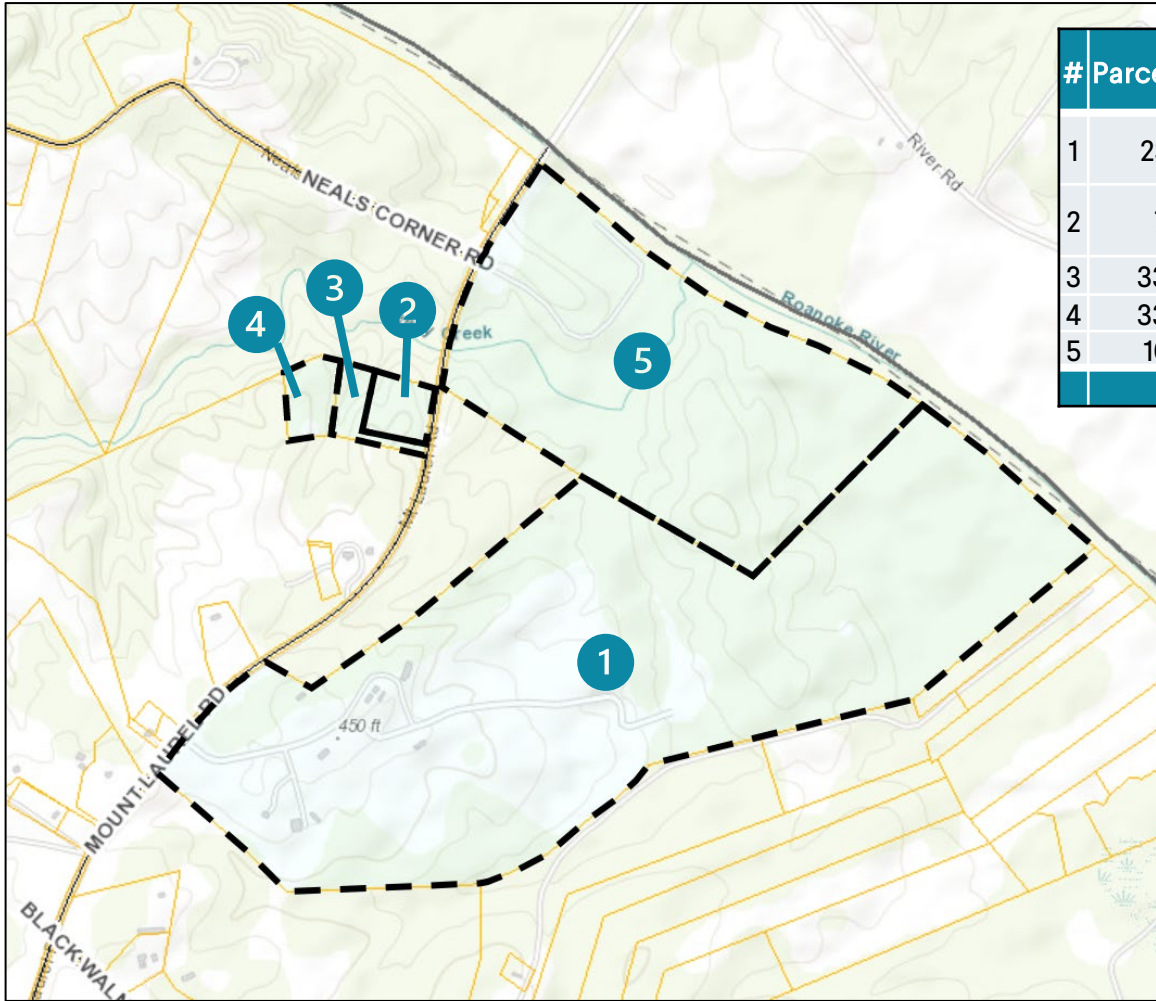
5-Pump tanks

Zoning: A-1 Agriculture District Permitted Uses:

- Single-family dwellings;
- General farming, agriculture, dairying and forestry.;
- Schools, churches, parks and playgrounds;
- Preserves and conservation areas;
- Lodges, hunting clubs and boating clubs;
- Sawmills;
- Small boat docks, with repair;
- Cemeteries;
- Home occupations;
- Industrialized/modular buildings used for single-family residential occupancy;
- Public utility generating, booster or relay stations, transformer substations, lines and towers exclusive of communications facilities, pipes, meters and other facilities for the provision and maintenance of public utilities, including railroads and water and sewerage installations;
- Off-street parking, as required by this chapter;
- Accessory uses;
- Business signs only to advertise the sale or rent of the premises upon which erected;
- Church bulletin boards and identification signs;
- Directional signs;
- Home occupation signs;
- Clubs and golf courses;
- Small neighborhood businesses*;
- Facilities, activities and operations that are provided by a duly constituted unit of government with conditional use permit issued by the board of supervisors;
- Outdoor amusement/entertainment areas*;
- Campgrounds*;
- Child welfare homes, agencies and institutions as licensed by the state;
- Communications towers and antenna systems*;
- Manufactured or mobile homes, with or without a permanent foundation;
- Manufactured home parks*;
- Mobile home parks*;
- Boat storage facilities*;
- Commercial firing range, indoor or outdoor*;
- Small wind energy systems*;
- Colleges, universities and schools that maintain residential dormitories or otherwise house students*;
- Facilities, activities and operations that are provided by the board of supervisors;
- Small scale solar energy facilities;
- Large scale solar energy facilities*;
- Residential special care treatment facility with the issuance of a conditional use permit.

* if issued a conditional use permit

Property Tax Map Details



#	Parcel ID	Street Address	Property Type	Total Acres
1	23526 8150 Mt Laurel Rd	30 buildings totaling 42,649 SF		281.00
2	7954 9045 Mt Laurel Rd	Cape: 2,661 SF 4 bedroom/3.5 baths		5.26
3	33508 Mt Laurel Rd	Woodland		4.27
4	33803 Mt Laurel Rd	Woodland		5.17
5	10529 Mt Laurel Rd	Woodland		132.89
Total				428.59



Camper Cabins

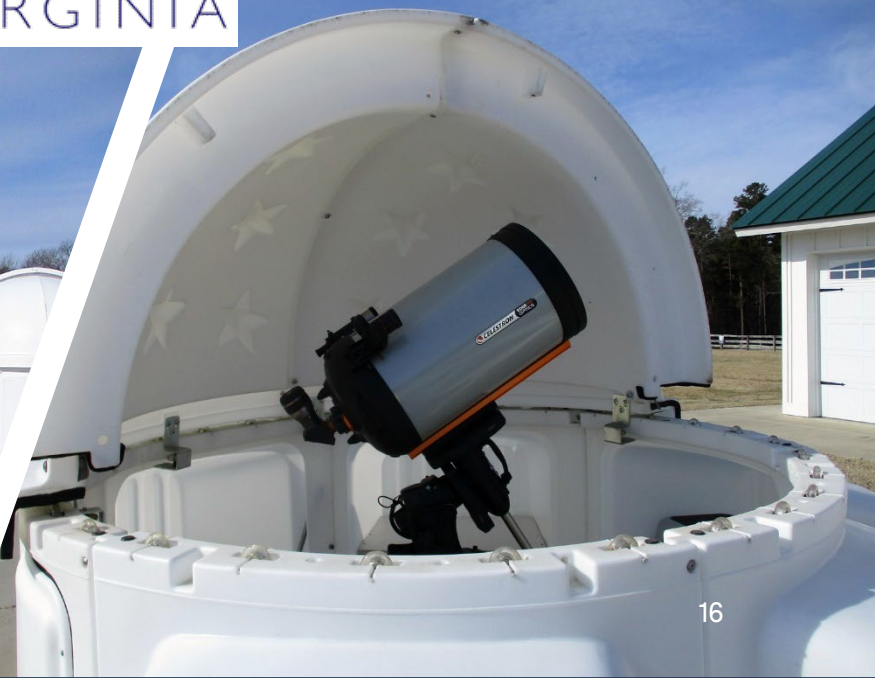




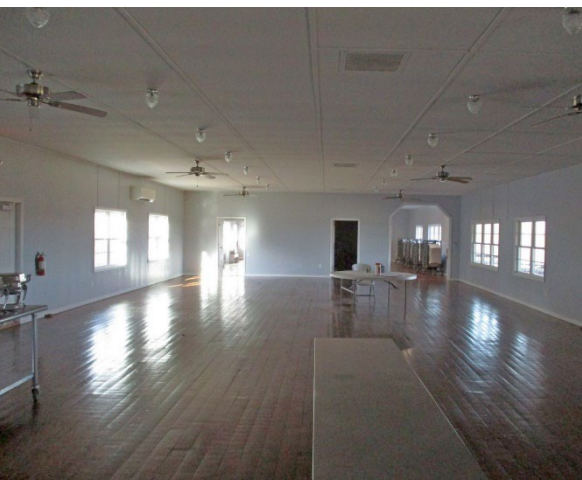




ASTROCAMP
VIRGINIA

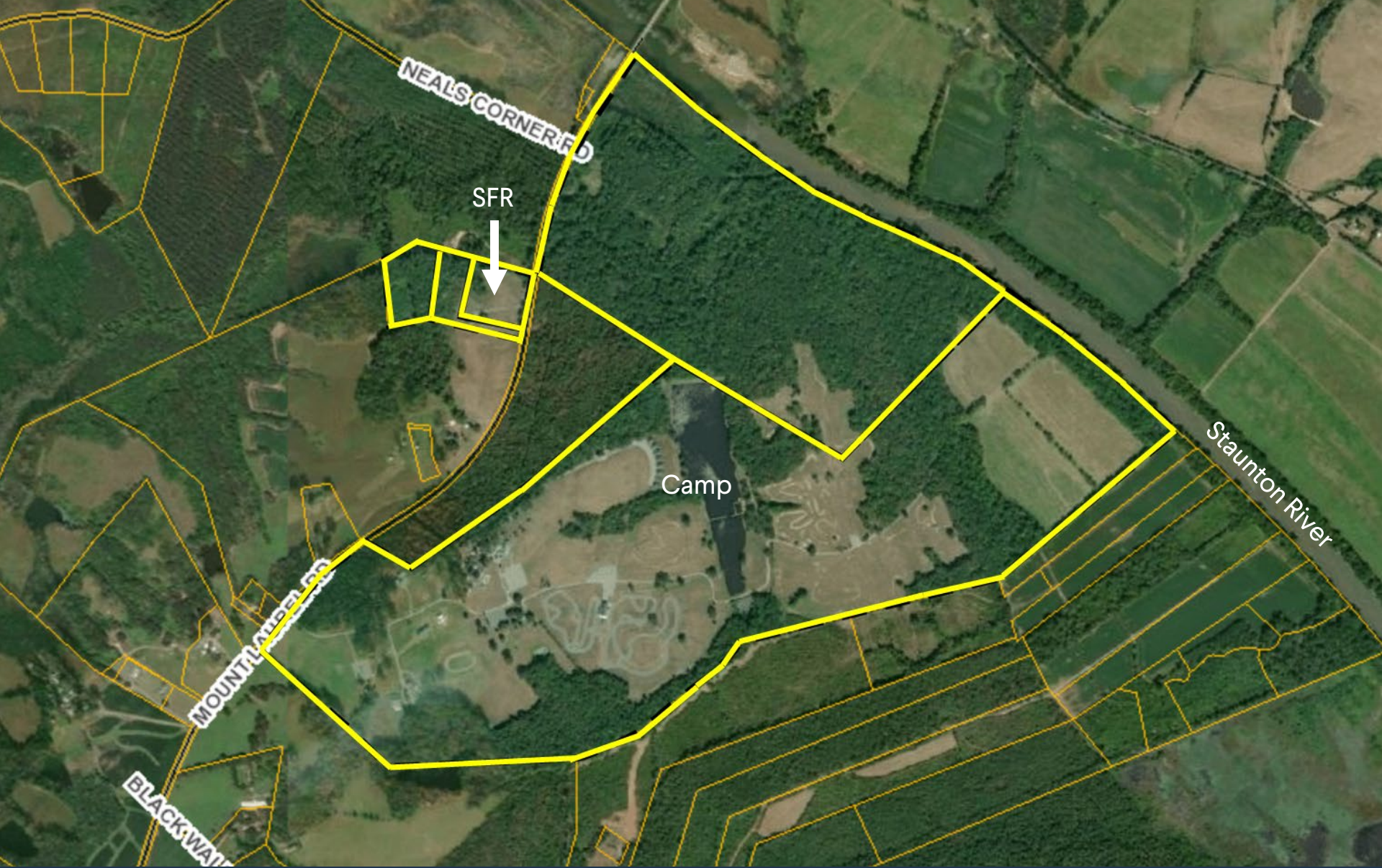






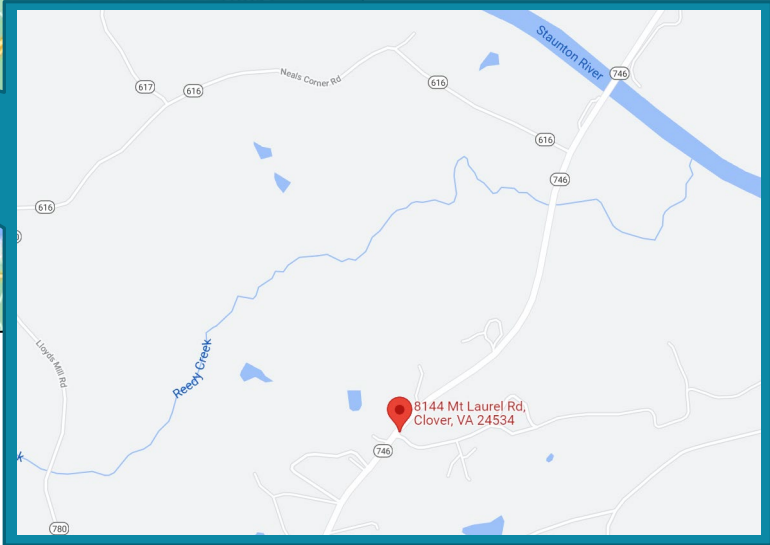
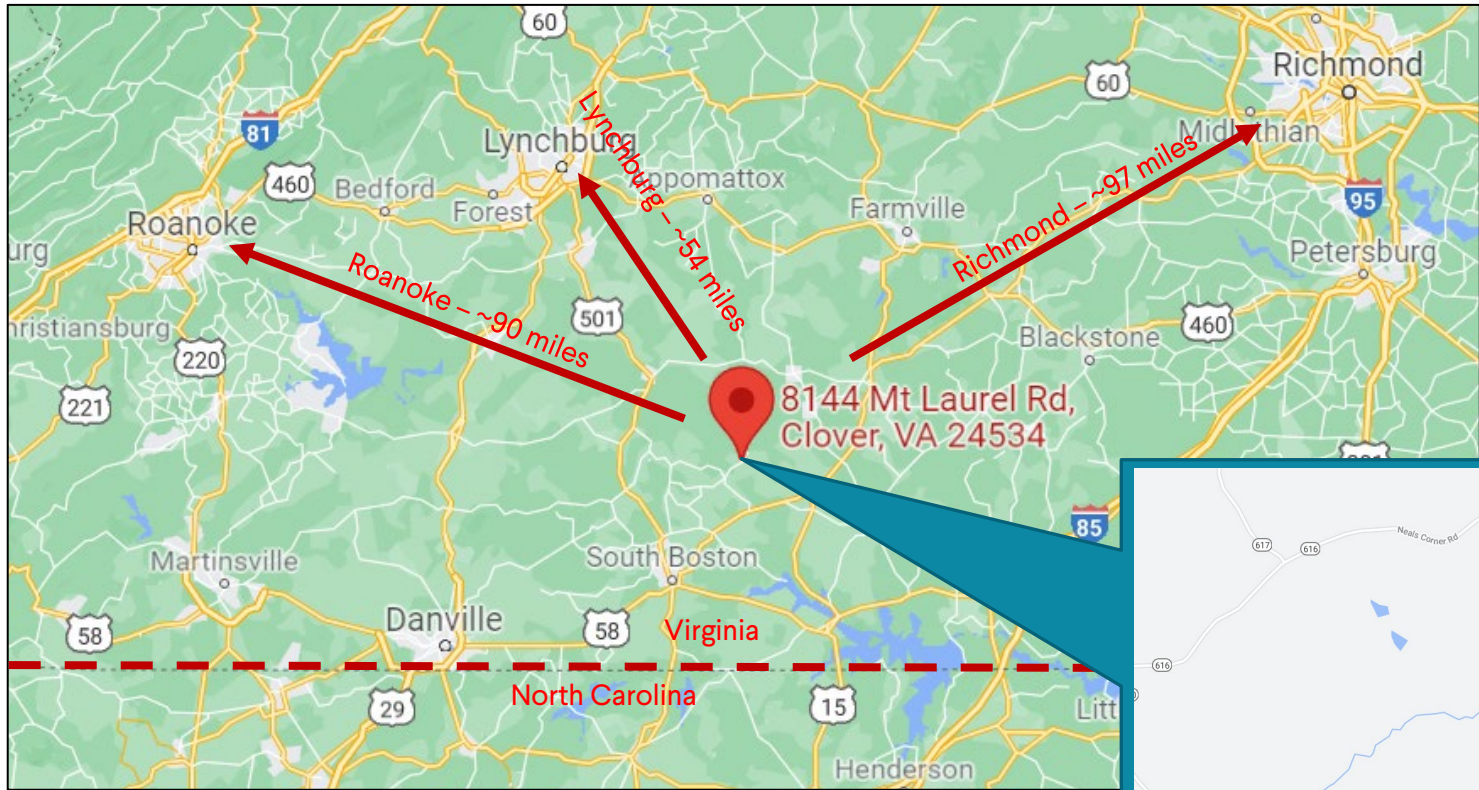
2,661 sq. ft. Single Family Residence , 4 bedroom with 3.5 baths on 5.26 acres





Aerial and Tax Map Details

Map



Source: Google

Demographics & Traffic Count



2021 Population
298



Annual Growth
-1.0%



Median HH
Income \$50,833



Median Home
Value \$116,250

Population

	2 mile	5 mile	10 mile
2010 Population	336	1,790	7,135
2021 Population	298	1,588	6,478
Annual Growth 2010-2021	-1.0%	-1.0%	-0.8%
Median Age	49.2	48.6	48.1
Ave Household Size	2.4	2.4	2.4

Housing

	2 mile	5 mile	10 mile
Median Home Value	\$116,250	\$122,087	\$118,255

Income

	2 mile	5 mile	10 mile
Avg Household Income	\$56,820	\$55,596	\$57,103
Median Household Income	\$50,833	\$48,958	\$45,543

Traffic

Collection Street	Cross Street	Traffic Volume	Count Year	Distance from Property
Mt Laurel Road	Blounts Crossing Trl NE	610	2018	0.70 mi
Scuffletown Road	Scuffletown Rd NE	580	2018	1.37 mi
Hunting Creek Road	Neals Corner Rd E	590	2018	2.71 mi
Newtown Road	John Randolph Ln W	70	2018	3.26 mi
Mt Laurel Road	Garretts Trl N	580	2018	3.30 mi
Newbill School Road	-	240	2018	4.14 mi
Tatem Road	Arson St S	80	2018	4.38 mi
Clover Road	-	200	2018	4.39 mi
Hermon Road	Lighthouse Rd W	450	2018	4.41 mi

Information Available in the Data Room

- Business Documents
- Camp Documents
- Easements
- Pictures
- Sewer and Water Masterplan
- Survey
- Tax Cards
- Utility Info

Contact Information

All communications, inquiries and requests for information relating to these materials should be addressed to the Brokers persons listed below, as representative of the Seller.

INSPECTIONS ARE BY APPOINTMENT ONLY

Interested parties must contact one of the Broker representatives to schedule access and not visit the premises on their own.

BROKERS

Brokers are protected for one percent (1%) commission so long as their representation of the buyer is confirmed in writing in the buyer's written offer and contract.

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