

Motivated Seller – Reduced Asking Price \$3,950,000

All Offers will be Considered



VIRGINIA
ADVENTURE
CAMPs



OFFER DEADLINE: JUNE 26, 2024

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

Excellent Development & Redevelopment Opportunities
Inspections by Appointment Only
Offers will be considered prior to deadline



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.

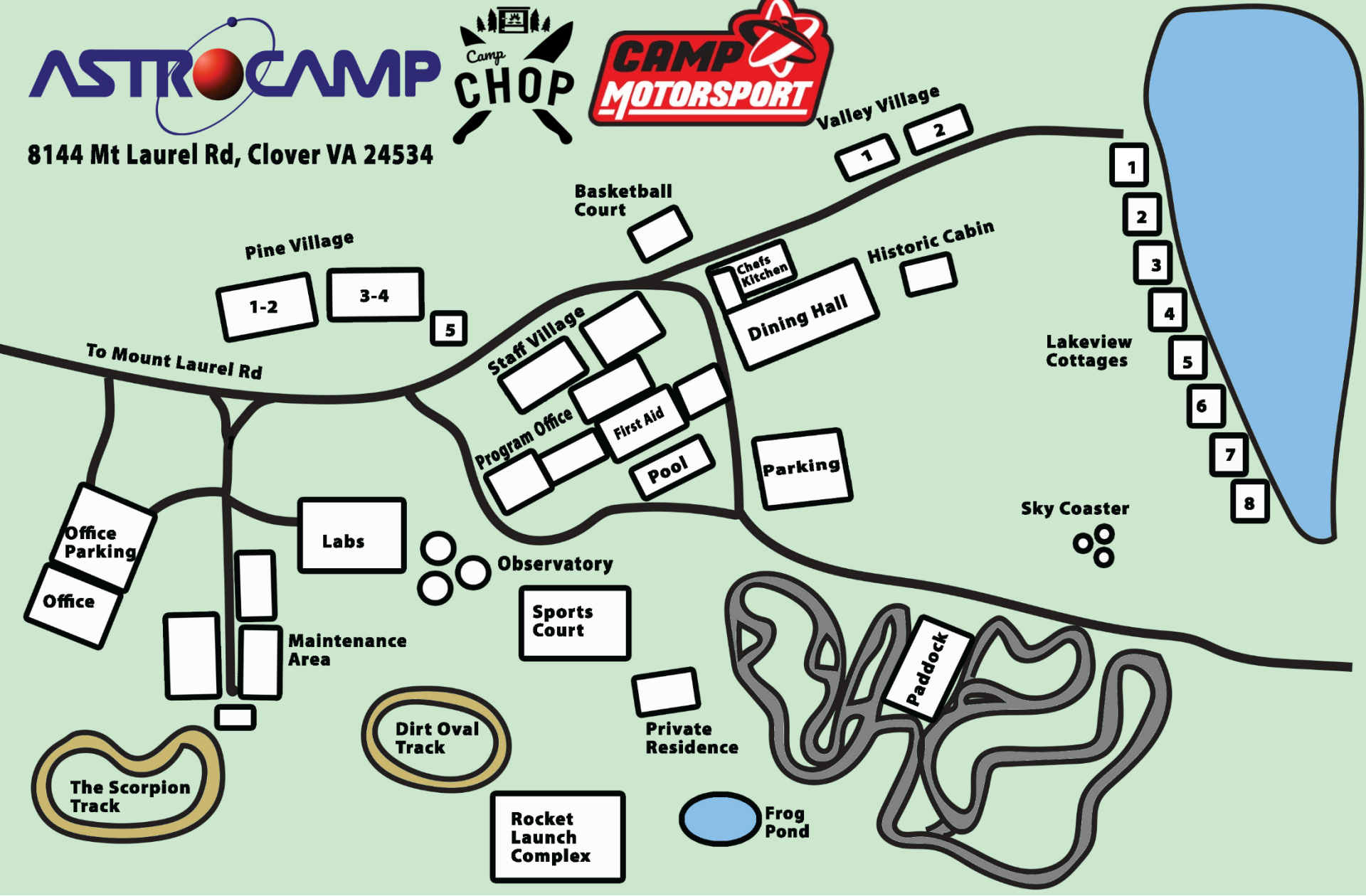
The camp also benefits from:

- 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



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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

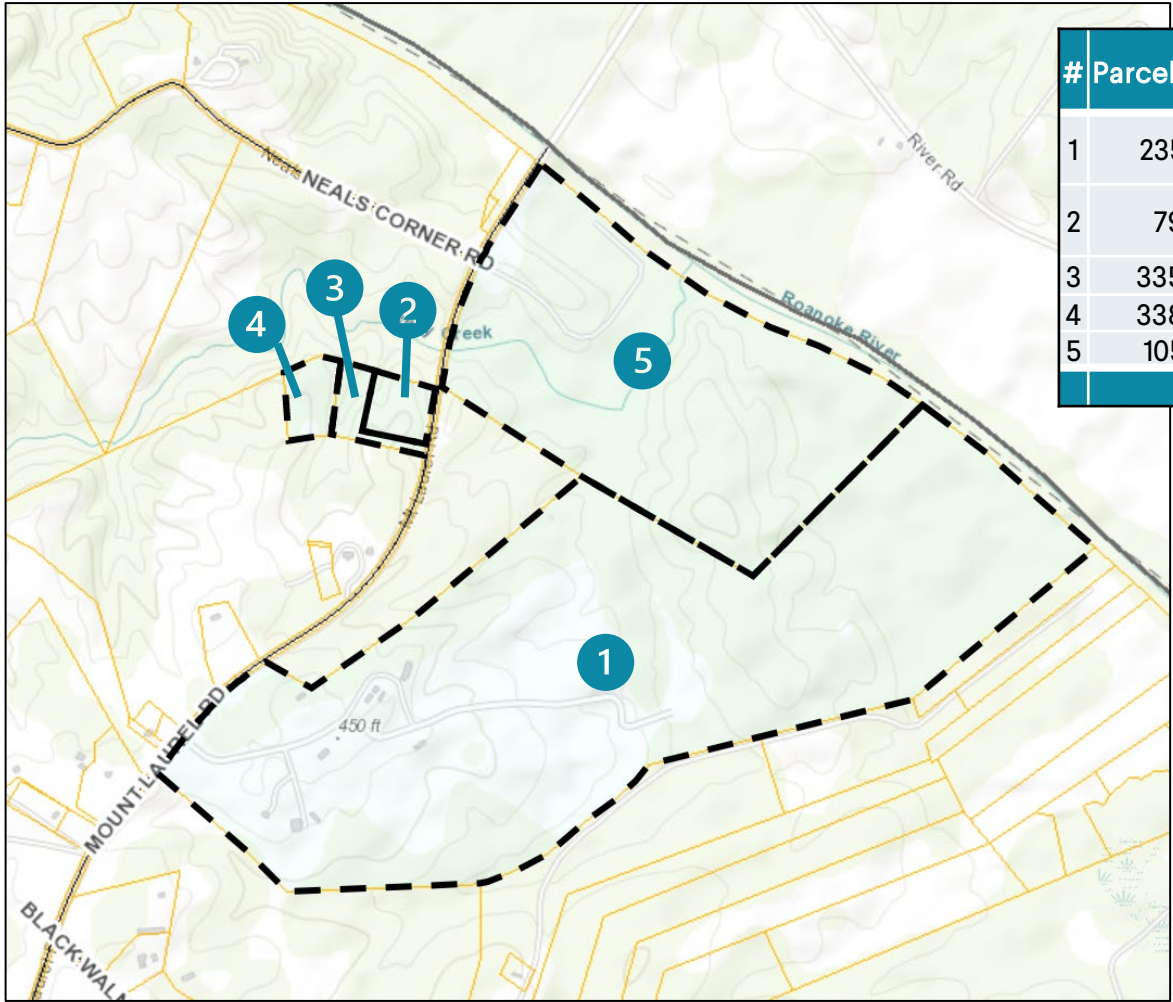
Zoning: A-1 Agriculture District Permitted Uses:

- 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

Source: [Halifax County, VA](#)

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



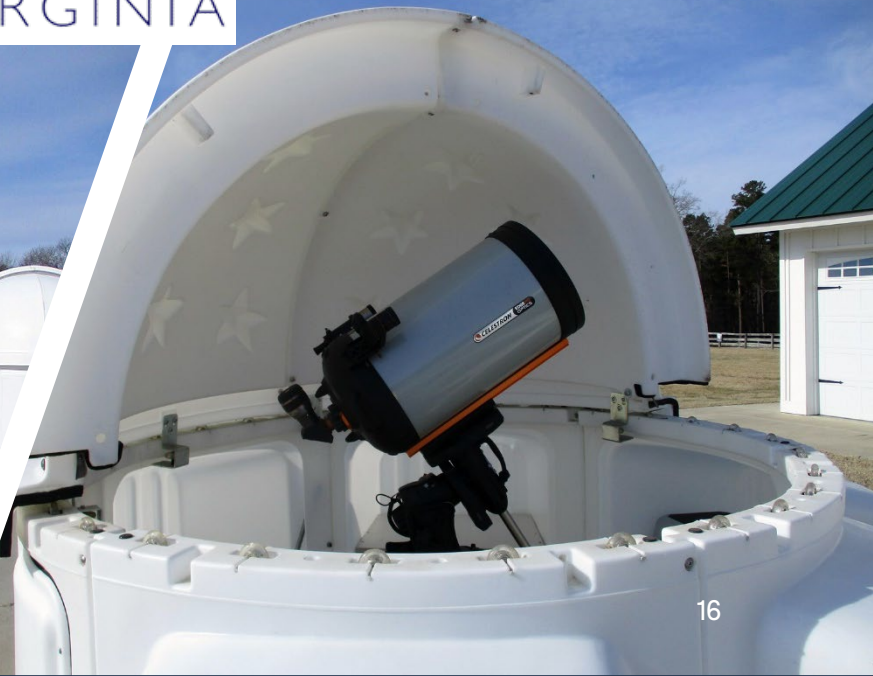


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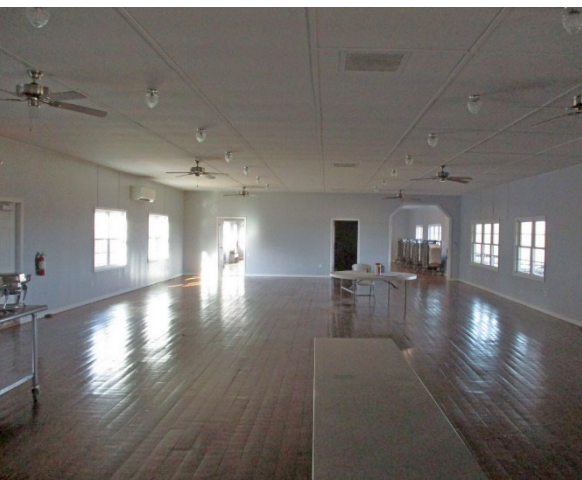




ASTROCAMP
VIRGINIA

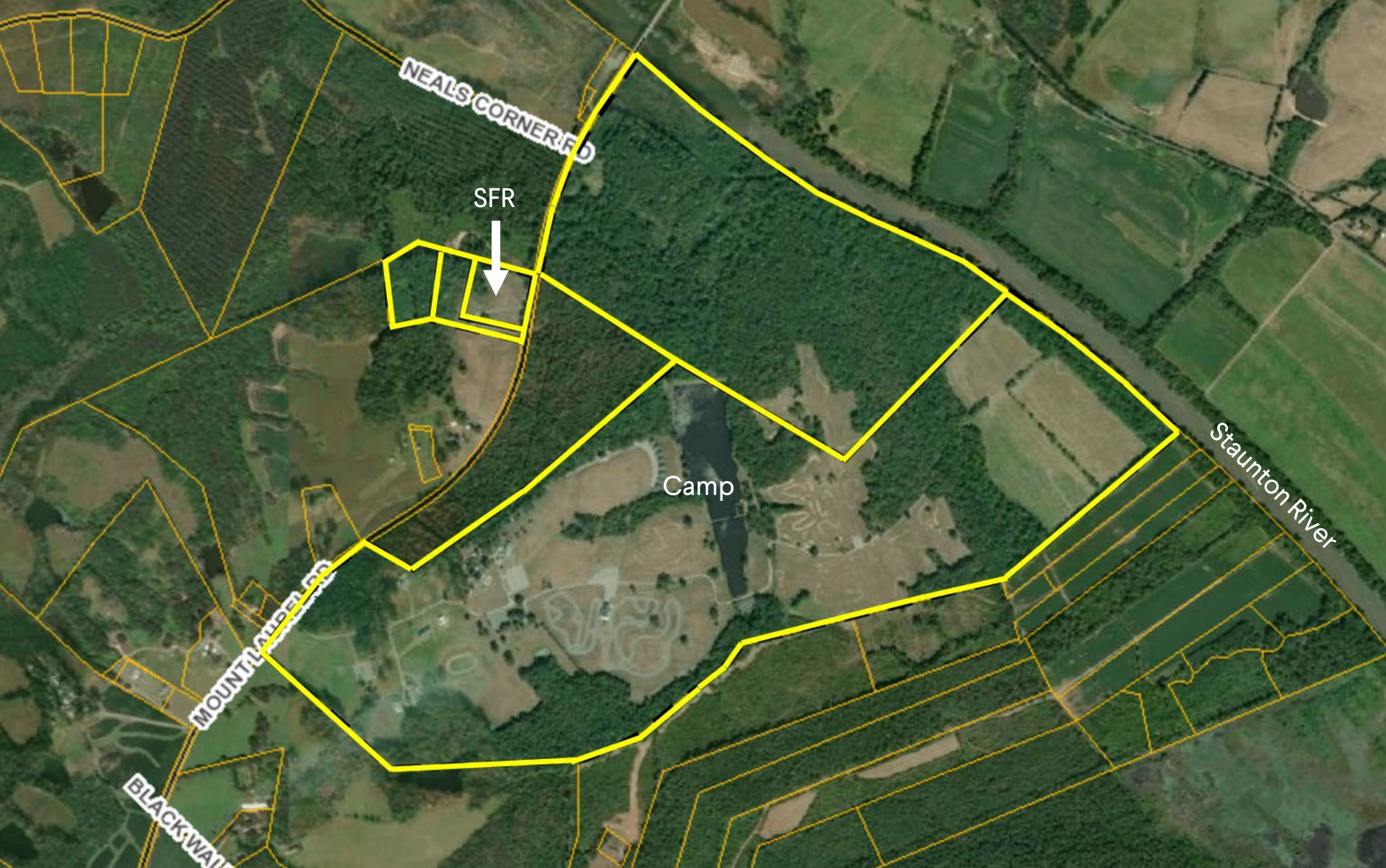






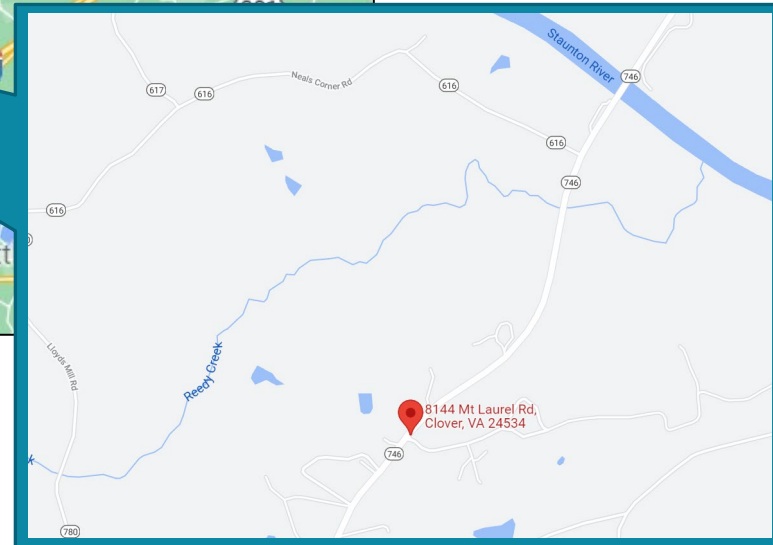
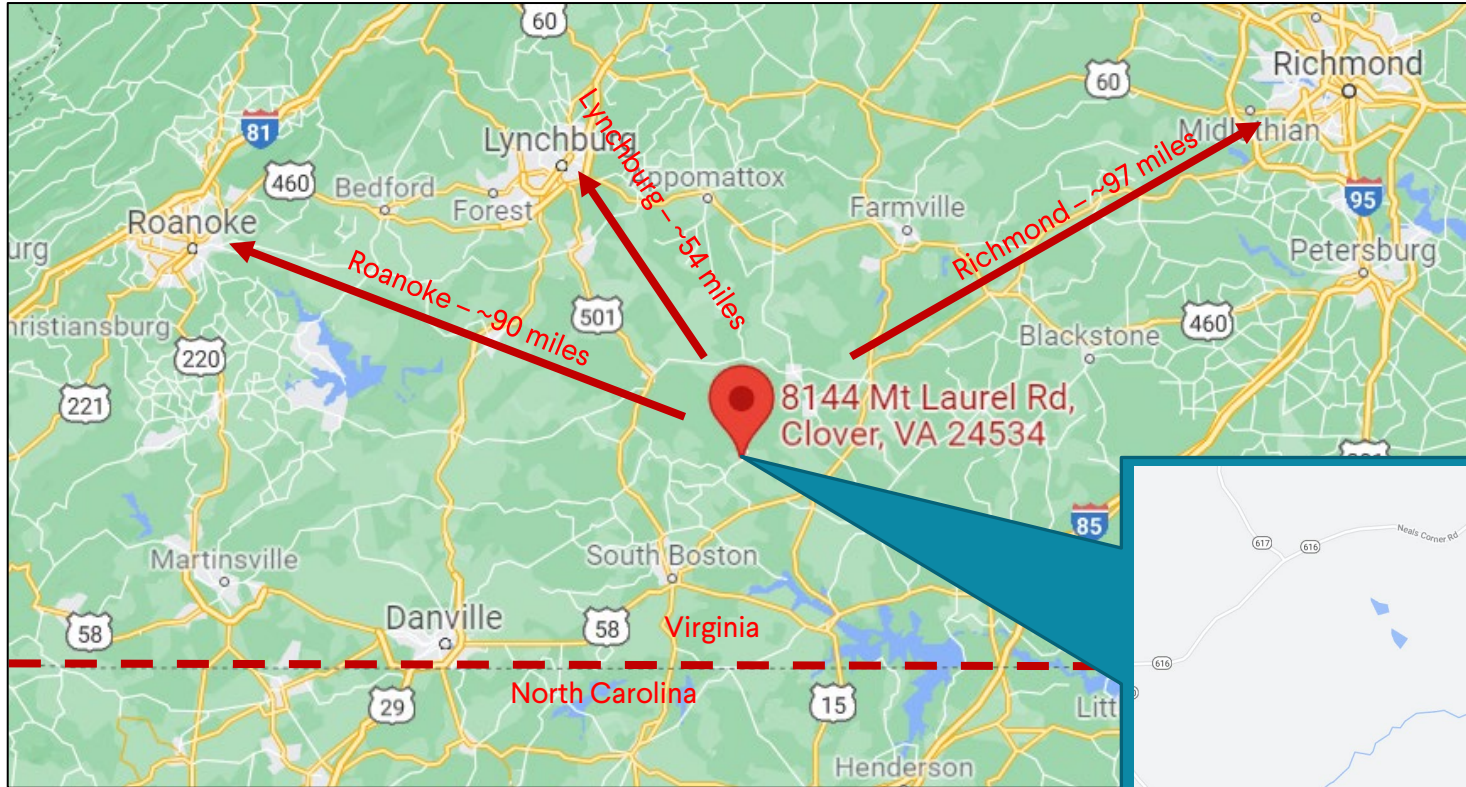
2,661 sq. ft. Single Family Residence , 4 bedroom with 3.5 baths on 5.26 acres





Aerial and Tax Map Details

Map



Source: Google

Demographics & Traffic Count



2023 Population
297



Annual Growth
-0.9%



Median HH
Income \$33,055



Median Home
Value \$98,038

Population

| | 2 mile | 5 mile | 10 mile |
|-------------------------|--------|--------|---------|
| 2010 Population | 336 | 1,793 | 7,146 |
| 2023 Population | 297 | 1,575 | 6,380 |
| Annual Growth 2010-2021 | -0.9% | -1.0% | -0.8% |
| Median Age | 49.7 | 48.6 | 47.9 |
| Ave Household Size | 2.4 | 2.4 | 2.4 |

Housing

| | 2 mile | 5 mile | 10 mile |
|-------------------|----------|-----------|-----------|
| Median Home Value | \$98,038 | \$116,038 | \$121,447 |

Income

| | 2 mile | 5 mile | 10 mile |
|-------------------------|----------|----------|----------|
| Avg Household Income | \$44,390 | \$49,258 | \$56,414 |
| Median Household Income | \$33,055 | \$42,000 | \$42,838 |

Traffic

| Collection Street | Cross Street | Traffic Volume | Count Year | Distance from Property |
|---------------------|-------------------------|----------------|------------|------------------------|
| Mt Laurel Road | Blounts Crossing Trl NE | 614 | 2022 | 0.70 mi |
| Scuffletown Road | Scuffletown Rd NE | 584 | 2022 | 1.37 mi |
| Hunting Creek Road | Neals Corner Rd E | 594 | 2022 | 2.71 mi |
| Newtown Road | John Randolph Ln W | 70 | 2022 | 3.26 mi |
| Mt Laurel Road | Garretts Trl N | 584 | 2022 | 3.30 mi |
| Newbill School Road | - | 237 | 2022 | 4.14 mi |
| Tatem Road | Arson St S | 80 | 2022 | 4.38 mi |
| Clover Road | - | 199 | 2022 | 4.39 mi |
| Hermon Road | Lighthouse Rd W | 453 | 2022 | 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.

Keen-Summit Capital Partners LLC

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