



# Blue Ridge Land & Auction Co., Inc

## Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – Town of Floyd, by and through Andrew Morris, Town Manager

**AUCTION LOCATION** – Online at [www.BlueRidgeLandandAuction.HiBid.com](http://www.BlueRidgeLandandAuction.HiBid.com)

**AUCTION DATE** – Thursday, October 17<sup>th</sup>, 2024 at 4 PM

\*\*\* Bids at 4 PM extend auction 2 minutes, and each bid during extension(s) restart 2-minute extension

See Paragraph 16 that addresses the **“SOFT CLOSE”**.

**AUCTIONEER** – Matt Gallimore (Broker/Auctioneer) of Blue Ridge Land & Auction Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

1) 0.223 AC, Tax Map #55A2-1-M-22; Deed: DBS-07-0002729; WILSON AVE LOT PLAT D070002729

**Address: 134 Wilson St., Floyd, VA 24091**

2) 0.12 AC, Tax Map #55A2-1-M-23; FIRE STATION LOT 1 5/100 LOT 3 7/100 PC1-88B

**Address: 138 Wilson St., Floyd VA 24091**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, October 17<sup>th</sup>, 2024 at 4 PM (EST)**

Bidder agrees that they have read and fully understand the Online Auction Bidders Agreement and the Terms and Conditions of this auction.

It is solely bidders' responsibility to contact the auction company at (540) 745-2005 with any questions regarding the auction, purchase agreement, or terms & conditions, prior to placing any bids in said auction.

## **Online Auction Terms & Conditions**

- 1) **Seller Confirmation Auction:** The property is being offered in an Online Only Auction, with all bids being subject to the Seller's approval.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$10,000 non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Monday, December 2<sup>nd</sup>, 2024**. Buyers will be afforded the opportunity to close via email, mail, and wire transfer of certified funds.
- 10) **Easements:** The sale of the property is subject to any and all easements of record.
- 11) **Survey:** No survey is required to transfer title to the property and the Seller shall not provide any additional survey. If the Buyer desires a survey, it shall be at the Buyer's sole expense and shall not be a contingency or requirement in the purchase contract.
- 12) **Possession:** Possession of the property will be given upon payment in full of the purchase price and transfer of title, at closing.
- 13) **Deed:** Seller shall execute a general warranty deed conveying the property to the buyer(s).
- 14) **Taxes:** Seller shall pay any previous year's taxes (if due), and the current year's real estate taxes shall be prorated to the date of closing.
- 15) **Online Auction Technology (Disclaimer):** Under no circumstances shall Bidder have any kind of claim against United Country – Blue Ridge Land and Auction, Broker of record, or anyone else, if the Internet service fails to work correctly before or during the auction. Online bidding is subject to technology faults and issues which are outside the control of the auction company. Bidder(s) are encouraged to use the "Maximum Bid" feature on the bidding platform and lock in their maximum bid amount if they are concerned about technology failure during the auction. The SELLER and/or Auction Company reserves the right to **(pause)** the online auction bidding in the event of any internal or external technology failure, to preserve the integrity of the auction event and maintain a fair and impartial bidding environment.
- 16) **Soft Close:** If a bid is received within the last 2 minutes of the auction, the auction close time will automatically extend 2 minutes to allow other bidders an opportunity to competitively bid prior to the auction closing. This feature eliminates "snipers" and encourages fair and impartial bidding from all participants.
- 17) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but

not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).

- 18) **Broker Referral Fee:** A Broker Referral Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers or Salesperson under the following conditions: Referring Agent must contact the Auction company and submit a Broker Participation Form signed by the buyer at least 48 hours prior to auction date. Form must be submitted via email to [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com). If these steps have not been completed, a broker referral fee will not be paid.
- 19) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all off the auction terms and conditions and must be submitted to the Auctioneer on the Auction Real Estate Sales Contract, along with the required earnest deposit. Properly submitted offers will be presented to the Seller in a timely manner. Seller may accept or reject such offer at their sole and absolute discretion. When a pre-auction offer is submitted, all properly registered online bidders will be notified that "an offer" has been submitted and on which specific property, however the amount of the offer shall remain confidential. All pre-auction offers must allow a minimum of 24 hours for seller's acceptance. A Broker Referral Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker or Salesperson on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction  
Owner, Real Estate Broker, Auctioneer, MBA  
102 South Locust Street; PO Box 234  
Floyd, VA 24091  
540-239-2585  
[Gallimore.Matt@gmail.com](mailto:Gallimore.Matt@gmail.com)

**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

**Firm State License #'s**

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

# Aerial



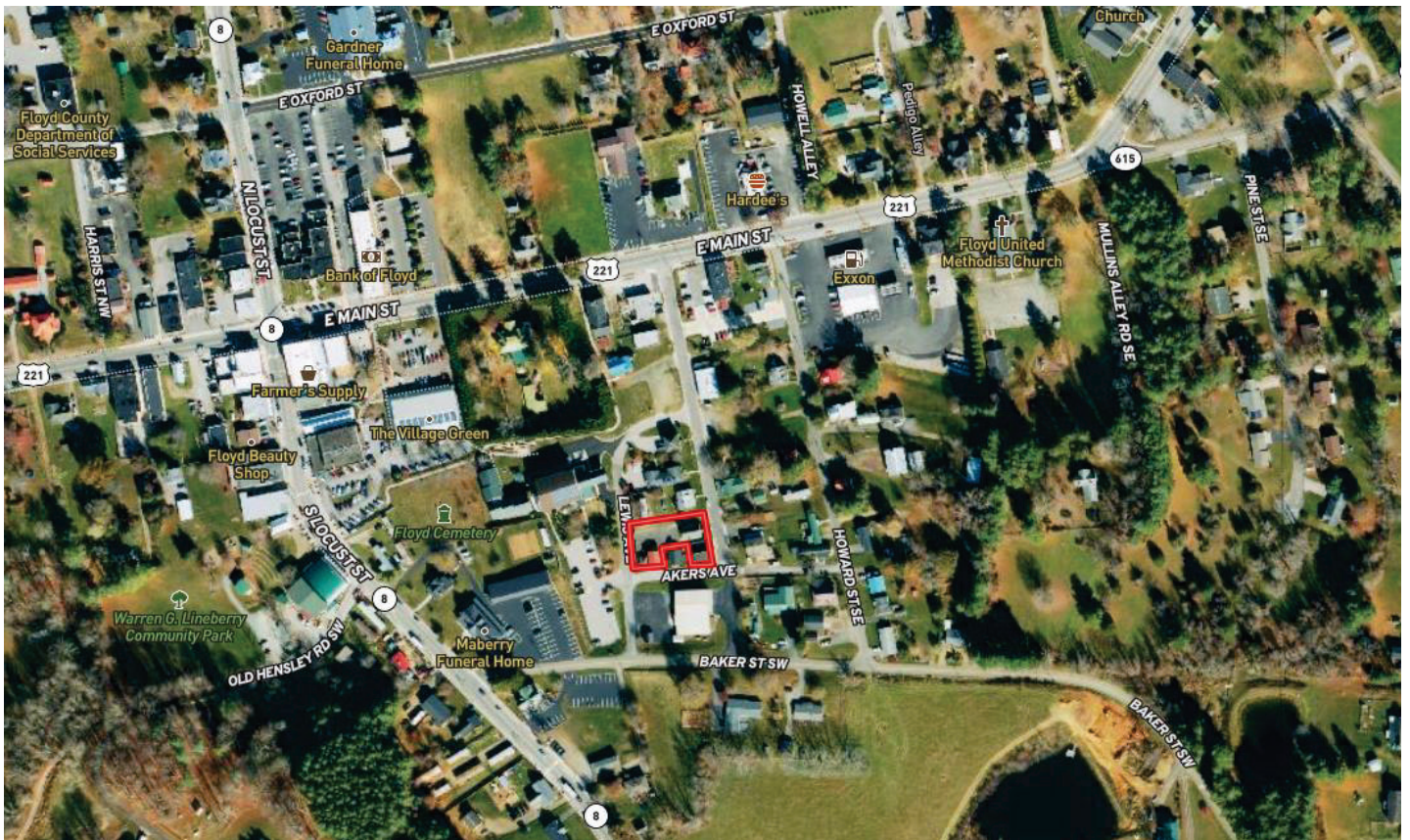
**\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***





# Neighborhood

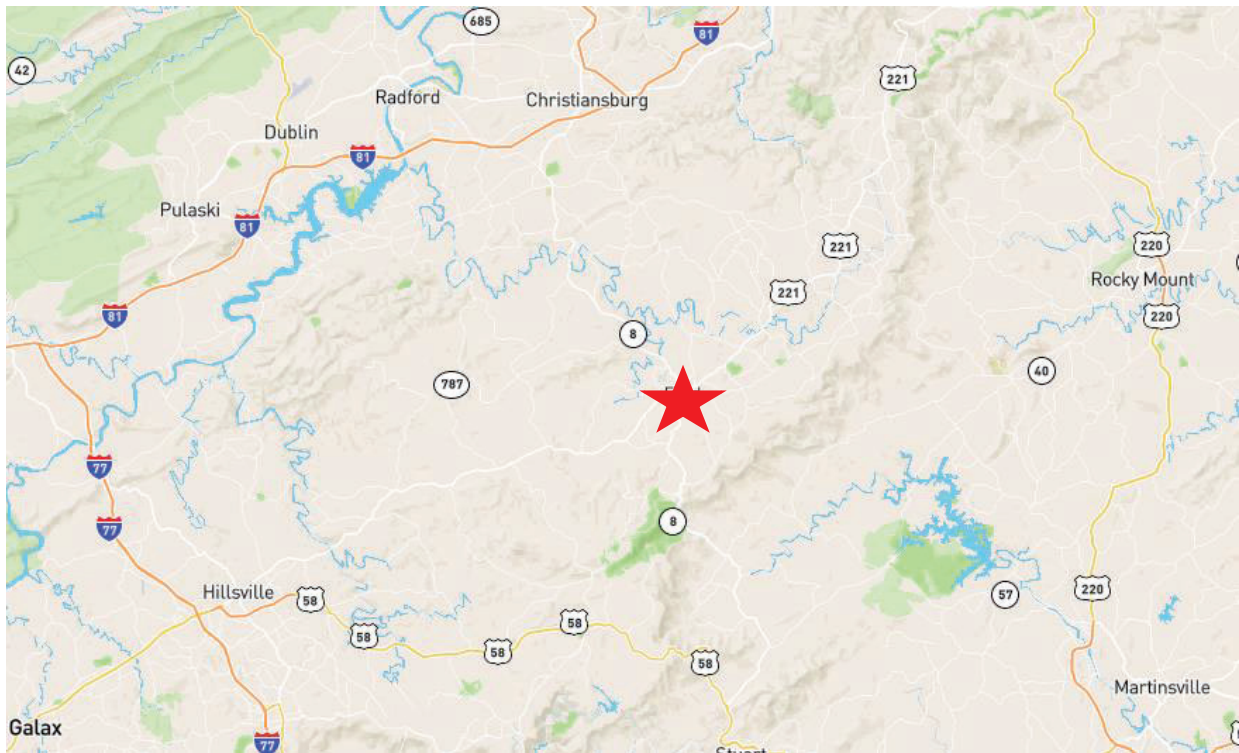
~~134~~ & 138 Wilson St.,  
Floyd, VA 24091





# Location

134 & 138 Wilson St.,  
Floyd, VA 24091







**Auction Services**

# Floorplan

## Town Office

### General Floorplan

Town Office - 828 SF

Garage - 1,044 SF

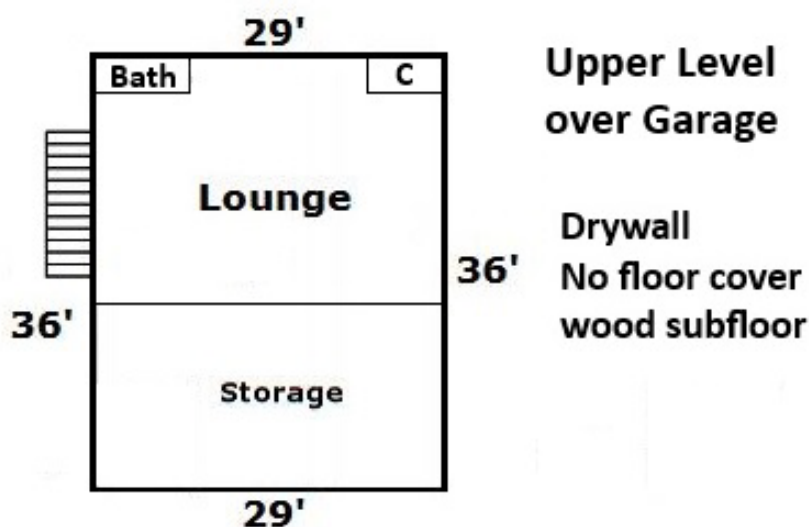
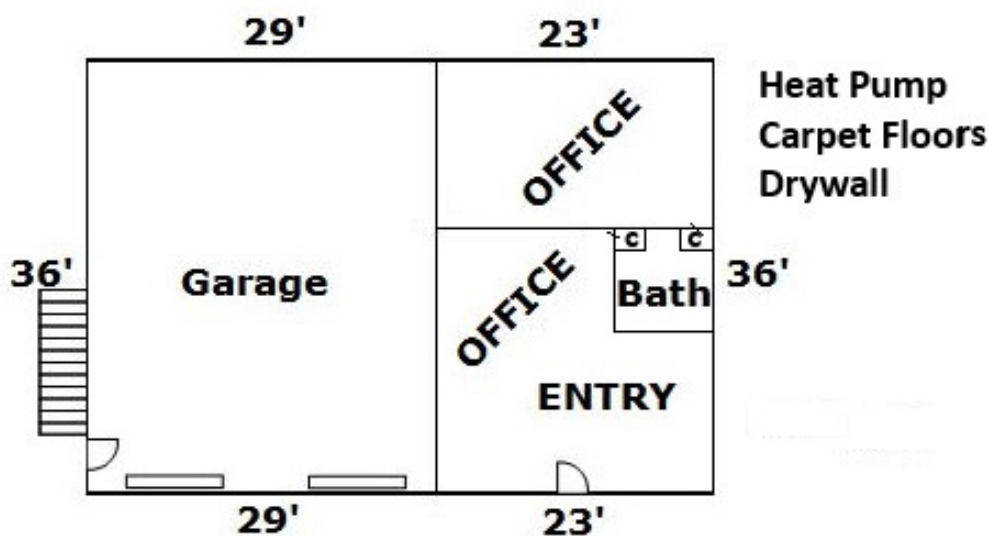
Upper Level - 1,044 SF  
over Garage

Exterior - Brick / Block

Roof - Tar & Gravel

Year Built - 1950

Town Water & Sewer





**Auction Services**

# Floorplan

## Town Hall

### General Floorplan

**Ground Level -Meeting Room**

**1,112 SF; Built in 1950**

**Exterior - Brick**

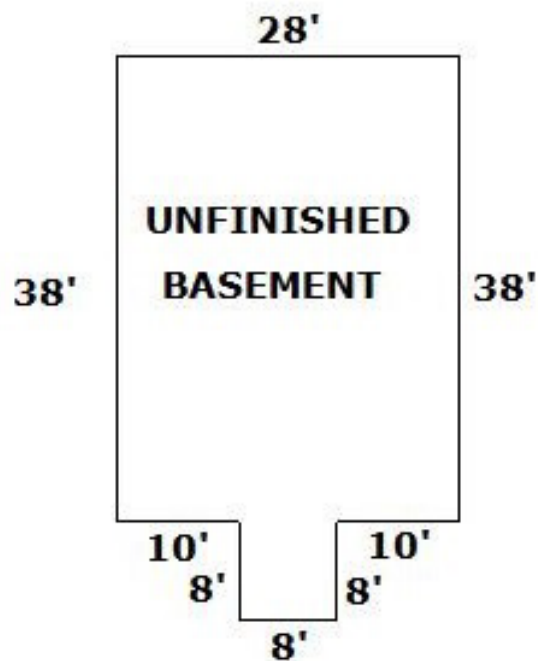
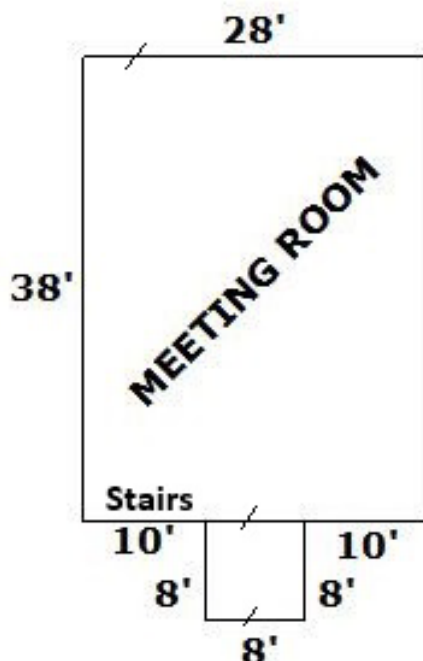
**Roof - Shingle**

**Heat Pump**

**Carpet Floors**

**1,112 SF Basement**

**Unfinished**



PROPERTY

Parcel Information

		Town/District	TOWN OF FLOYD			
Parcel Record Number (PRN)	6919					
Account Name	TOWN OF FLOYD VA CORP					
Account Name 2						
Care Of						
Address1	138 WILSON ST					
Address2						
City, State Zip	FLOYD, VA 24091					
Business Name						
Location Address(es)	134 WILSON ST		VA			

Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
<b>055A2 1 M 22</b>	<b>055</b>	<b>A2</b>	<b>1</b>	<b>M</b>	<b>22</b>	

Total Acres	<b>0.0</b>
Deed	<b>DBS-07-0002729</b>
Will	<b>NONE</b>
Plat	<b>NONE</b>
Route	
Legal Desc 1	WILSON AVE LOT PLAT D070002729
Legal Desc 2	
Zoning	
State Class	EXEMPT - LOCAL GOVT
Topology	
Utilities	NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	<b>\$28,000</b>	<b>\$28,000</b>
Main Structures	<b>\$0</b>	<b>\$0</b>
Other Structures	<b>\$67,000</b>	<b>\$67,000</b>
TOTALS	<b>\$95,000</b>	<b>\$95,000</b>

Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
TR OF VICTORY CH PENT HOLINESS CH	\$0	DEED BARGAIN SALE-07-0002729	1	11/09/2007
	\$0	UNKNOWN--	1	01/01/2003

Land Segments

Seg	Description	Size	AdjRate	Value
1	EXEMPT	1.00	\$28,000	\$28,000

Main Structures

Main Structure 1	Rooms	1	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	0	Heated Sq Ft	1,064
	Cost/Heated SqFt	\$0.00	Constr Style	-
Main Structure Photo			Main Structure Sketch	
<div>No Image Available</div>			<div><div>28.0'</div><div>28.0'</div><div>10.0'</div><div>10.0'</div><div>8.0'</div><div>48.0 sf</div><div>EPA</div><div>1064.0'</div><div>BVA</div></div>	

Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	CENTRAL AIRCOND	1,064	\$0	\$0
ARCH STYLE	-	1,064	\$0	\$0
BUILDING TYPE	CHURCH	1,064	\$0	\$0
CONDITION	FAIR	1,064	\$0	\$0
EXT FINISH	BRICK	1,064	\$0	\$0
EXT FINISH 2	-	1,064	\$0	\$0
FOUNDATION	CINDER BLK	1,064	\$0	\$0
FRAME	WOOD	1,064	\$0	\$0
HEAT	HEAT PUMP	1,064	\$0	\$0
ROOF MATERIAL	COMP SHG	1,064	\$0	\$0
STORIES	STORIES	1	\$0	\$0

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	BVA	BRICK VENEER ONE STORY	FACTOR	1,064	1.00	0.00	\$0	1950	1950	\$0
2-0	100	BUG	BASEMENT UNDERGROUND	S	1,112	1.00	0.00	\$0	1950	1950	\$0



3-0	100	EPA	ENCLOSED PORCH (AVG QUALI	FACTOR	48	1.00	0.00	\$0	1950	1950	\$0

Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	1SBR	1SBR	NO GRADE	1,064	\$120.00	MANUAL	1.00	1950	\$67,000

Data last updated: 08/31/2024

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PROPERTY

Parcel Information

Town/District

TOWN OF FLOYD

Parcel Record Number (PRN)

9680

Account Name

TOWN OF FLOYD

Account Name 2

Care Of

Address1

138 WILSON ST SE

Address2

City, State Zip

FLOYD, VA 24091

Business Name

Location Address(es)

BAKER ST

VA

138 WILSON ST

VA

Map Number

Map Number

055A2 1 M 23

Sheet

055

Insert

A2

DoubleCircle

1

Block

M

Lot

23

SubLot

Total Acres

0.12

Deed

UNK--

Will

NONE

Plat

NONE

Route

Legal Desc 1

FIRE STATION LOT 1 5/100 LOT 3 7/100 PC1-88B

Legal Desc 2

Zoning

State Class

EXEMPT - LOCAL GOVT

Topology

Utilities

NONE

Assessed Values

Type	Current Value (2025)	Previous Value (2024)
Land	\$35,000	\$35,000
Main Structures	\$0	\$0
Other Structures	\$113,700	\$113,700
TOTALS	\$148,700	\$148,700

Sales History				
Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
	\$0	UNKNOWN--	1	01/01/2003

Land Segments				
Seg	Description	Size	AdjRate	Value

1	EXEMPT	1.00	\$35,000	\$35,000
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Main Structures

Main Structure 1	Rooms	1	Deprec Schedule	DEPR BY ADJUSTMENT
	Bedrooms	0	Heated Sq Ft	1,872
	Cost/Heated SqFt	\$0.00	Constr Style	-
Main Structure Photo			Main Structure Sketch	
<div>No Image Available</div>			<div><div><div>29.0'</div><div>29.0'</div><div>36.0'</div><div>36.0'</div><div>GCB/CSA 1044.0 sf</div></div><div><div>23.0'</div><div>23.0'</div><div>36.0'</div><div>36.0'</div><div>CSA 828.0'</div></div></div>	

Main Structure Attributes

Type	Code	# Of	Base Rate	Value
AIR COND	CENTRAL AIRCOND	1,872	\$0	\$0
ARCH STYLE	-	1,872	\$0	\$0
BATHROOMS	FULL BATHS	1	\$0	\$0
BATHROOMS	HALF BATHS	1	\$0	\$0
BUILDING TYPE	OTHER (OB)	1,872	\$0	\$0
CONDITION	FAIR	1,872	\$0	\$0
EXT FINISH	CINDER BLK	1,872	\$0	\$0
EXT FINISH 2	WOOD SID	1,872	\$0	\$0
FOUNDATION	CINDER BLK	1,872	\$0	\$0
FRAME	CINDER BLK	1,872	\$0	\$0
HEAT	HEAT PUMP	1,872	\$0	\$0
ROOF MATERIAL	TAR/GRAVEL	1,872	\$0	\$0
STORIES	STORIES	2	\$0	\$0

Main Structure Sections

Sec	% Cmpl	Class	Description	Grade	Area	Story Hgt	Wall Hgt	Repl Cost	Yr Built	Eff Yr	Value
1-0	100	CSA	C/B OR STUCCO ONE STORY	FACTOR	828	1.00	0.00	\$0	1950	1950	\$0
3-0	100	CSA	C/B OR STUCCO ONE STORY	FACTOR	1,044	1.00	0.00	\$0	1950	1950	\$0

3-1	100	GCB	(BM2) - GARAGE, CINDER BLOCK	S	1,044	1.00	0.00	\$0	1950	1950	\$0
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Other Structures

Sec	Description	Class	Grade	Area	BaseRate	Deprec	Story Height	YearBlt	Value
1	1SCB	1SCB	NO GRADE	828	\$85.00	MANUAL	1.00	1950	\$45,700
2	2SCB GAR	2SCB GAR	NO GRADE	2,088	\$50.00	MANUAL	1.00	1950	\$57,400
3	BR STORAGE	BR STORAGE	SOUND VALUE	330	\$0.00	MANUAL	1.00	1950	\$1,500
4	POLE SHED	POLE SHED	NO GRADE	864	\$10.00	MANUAL	1.00	2000	\$8,600
5	SIGN	SIGN	SOUND VALUE	0	\$0.00	MANUAL	1.00	2000	\$500

Data last updated: 08/31/2024

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3. Request for administrative change shall be in writing and shall include overall approved plans, location of proposed changes, detailed listing of existing and proposed uses, and detailed documentation of acreage to ensure that the proposed change will not violate approved uses and area restrictions. Staff shall have the ability to impose conditions on administrative change requests.

## Section 6.8 Central Business District B-1

**Section 6.8.1 Intent.** This district covers the portion of the town located in downtown Floyd which has traditionally been used as the center for commercial activities. Lots on the blocks generally contain buildings which have no side yards because they are attached to other buildings and these buildings frequently have no setbacks. The uses allowed in this District include retail sales, services, banks, restaurants, and other similar businesses. The intent of the District is to maintain the commercial use of the downtown area and to encourage adaptive use and reuse of existing commercial structures.

**Section 6.8.2 Permitted Uses.** Within the Central Business District B-1 the following uses are permitted:

### Residential Uses

1. Single Family (Detached) on Lot of record
2. Two Family Dwelling (example Duplex) on Lot of record
3. Mixed Use Building - Upper story single and/or multi-family in a mixed-use environment with ground floor commercial.
4. Live/Work Unit

### Commercial Uses

1. Art Galleries
2. Artist Studios
3. Bakeries
4. Bars
5. Brewpub
6. Bed and Breakfast
7. Bicycle sales and repair shop
8. Building Trade Services (such use shall be conducted within a completely enclosed building and outdoor storage is prohibited)
9. Clubs and lodges
10. Day Care Centers
  - a. All day care centers shall be licensed by the Commonwealth of Virginia and comply with the Minimum Standards for Day Care Centers established

by the Virginia Department of Social Services, as may be amended, unless specifically exempt from those minimum standards.

- b. Parking areas and access driveways at all day care centers shall be designed to allow for the easy and safe drop off and pick up of center attendees.
  - c. No day care center shall be allowed that causes congestion, or the disruption of traffic flow on adjacent or nearby streets
  - d. A conditional use permit is required for any day care center that is unable to meet the standards established in Section 6.8.2(10)(b or c).
- 11. Delicatessens and Ice Cream parlors
  - 12. Educational Institution
  - 13. Farmer's Market
  - 14. Financial Institution
  - 15. General offices
  - 16. Grocery
  - 17. Hospitals
  - 18. Hotels, Motels and Inn
  - 19. Laundries and dry-cleaning shops
  - 20. Lumber and building supply (with storage in an enclosed building)
  - 21. Medical office
  - 22. Micro-Brewery
  - 23. Micro-Distillery
  - 24. Newspaper offices and printing shops
  - 25. Parking Facility (structure and surface)
  - 26. Personal services
  - 27. Pet Grooming, all activities will be contained indoors.
  - 28. Professional Offices/ General Offices
  - 29. Radio and television broadcasting studios
  - 30. Retail sales under 10,000 square feet
  - 31. Restaurants and drive-in restaurants
  - 32. Seasonal sales
  - 33. Theaters, assembly halls/reception facility, playhouses and dinner theaters
  - 34. Veterinary Clinic, all activities will be contained indoors

#### Civic and Miscellaneous Uses

- 1. Administrative Services
- 2. Churches and other places of worship, and church school buildings
- 3. Funeral home and/or mortuaries
- 4. Health club /gym
- 5. Indoor Entertainment

6. Libraries and Museums /Cultural Facility/Community Center
7. Public utilities; Minor
8. Public Service Facility
9. Private/ Public Parks
10. Small Cell Facilities. Standards and restrictions apply. Please refer to Article 8 of the Zoning Ordinance for details.
11. Wireless Telecommunication Facilities, Towers and/or Antenna which are less than 35 feet. (Refer to Wireless Communication Facilities in Article 8 of the Zoning Ordinance)

**Section 6.8.3 Conditional Uses.** The following uses may be permitted with appropriate conditions after review by the Planning Commission and approval of the Floyd Town Council in accordance with Article 12:

1. Adult entertainment not within 500 feet of a public land use/space or religious institution.
2. Indoor Entertainment
3. Light industrial, makers space
4. Retail sales over 10,000 square feet
5. Wireless Telecommunication Facilities, Towers and/or Antenna which are over 35 feet. Standards and restrictions apply. Please refer to Article 8 of the Zoning Ordinance for details
6. Wholesale business, storage warehouse, or processing. No outdoor storage

**Section 6.8.4 Accessory Uses.** Where a lot is devoted to a permitted principal use, customary accessory uses, and structures are authorized. The accessory uses and structures are limited to the following list, which includes those that the zoning administrator finds similar in scope, size and impact:

1. Mobile Vendor authorized with a Town license and where vehicular circulation is not impeded
2. Private parking garage
3. Temporary buildings for uses incidental to construction work, such buildings shall be removed upon completion or abandonment of the construction work.
4. Recreational vehicles (RV) such as motor homes, travel trailers and campers. All RV's must be stored behind the front yard setback and their occupancy is prohibited.
5. Outdoor sales, provided following requirements are met:
  - a. Outdoor sale displays which are mobile in nature and are stored inside the store during non-business hours.
  - b. Location of outdoor display shall not interfere with normal pedestrian or vehicular traffic.

- c. Location of outdoor sales shall be within the same property as the permanent commercial use that it is in conjunction with.
- 6. Outdoor Seating areas
- 7. Electric Vehicles Charging Station
- 8. Solar Panels attached to the roof of the building shall not exceed the building height limit. It may be exempted from the maximum height of the building if its height is not more than 5 feet above the highest point of the roof.
- 9. Ground mounted Solar Panels shall be required to meet the principal building setbacks except when the accessory structure is not located in a yard adjacent to a public right-of-way, and is twelve (12) feet or less in height, and is two hundred (200) square feet or less in area. When the requirements for the exceptions are met, the minimum setbacks of accessory structures are applicable.

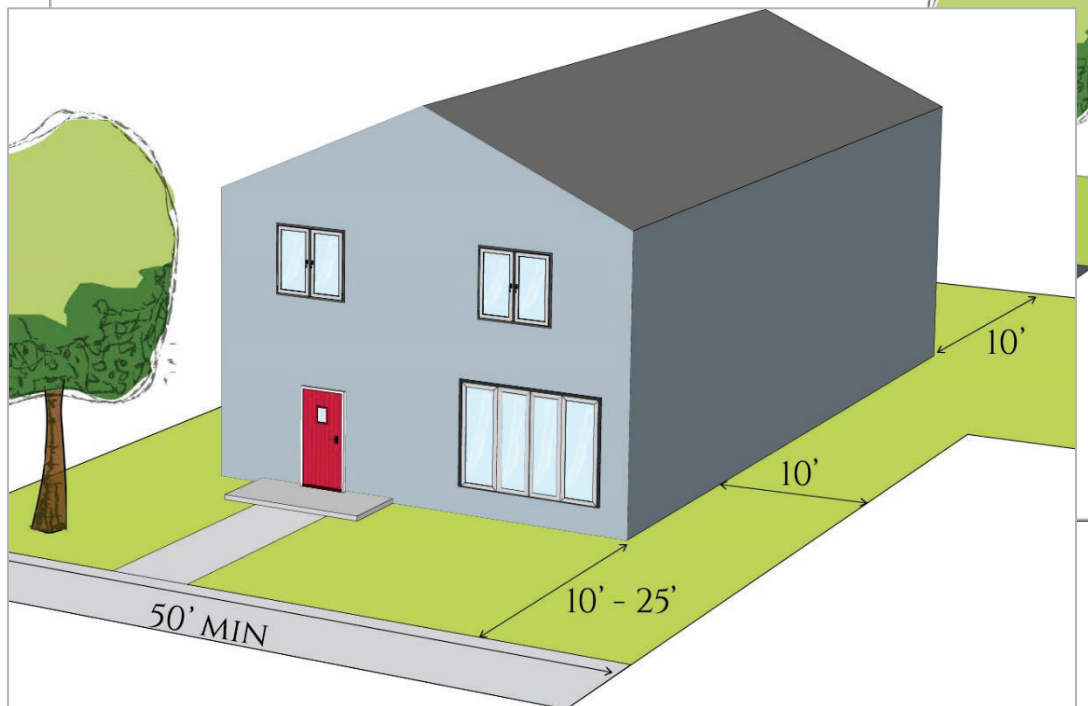
**Section 6.8.5 Development Standards.** Requirements for Permitted Uses and Conditional Uses in Central Business District B-1.

Dimensional Standards

- 1. Minimum Lot Requirements
  - a. Minimum Area: 6,000 sq. ft.
  - b. Public Road Frontage: 50 ft.
  - c. Lot Width: 60 ft.
  - d. Lot Depth: 100 ft.
- 2. Minimum Yard Requirements.
  - a. Principal Structure:
    - i. Residential dwelling units
      - a) Front Yard Setback: Minimum 10 ft.
      - b) Side Yard Setback: 10 ft.



Figure 7: Central Business (B-1) Zoning District - Single Family Dwelling Example



c) Rear Yard Setback: 10 ft.

- ii. Commercial, Civic and Miscellaneous Uses
  - a) Front Yard Setback: Minimum 0 ft. and 25ft maximum
  - b) Side Yard Setback: 0 ft.
  - c) Rear Yard Setback: 0 ft.

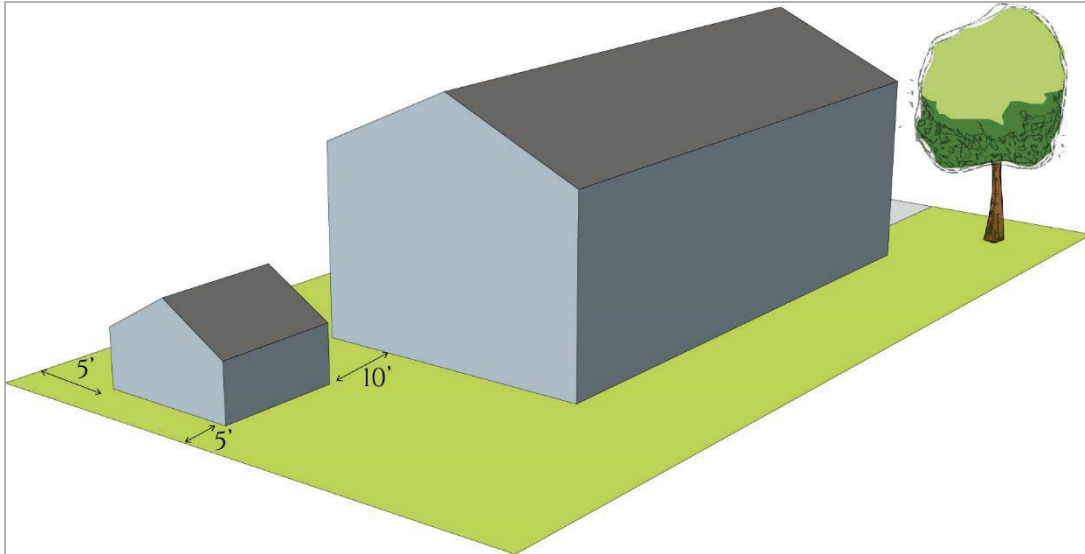
Figure 8: Central Business (B-1) Zoning District - Commercial Use Example

Accessory Structures:

- i. Minimum Distance from Principal Structure: 10 feet
- ii. Minimum Rear Yard Setback: 5 ft
- iii. Minimum Side Yard Setback: 5 ft

- iv. The maximum number of accessory structures allowed on a single lot is two (2)

Figure 9: Central Business (B-1) Zoning District, Accessory Structure Example



- v. The cumulative area for all accessory buildings or structures shall be no more than 40 % of the total square footage of the footprint of the principal structure.
  - vi. Side setback for corner lots shall meet the principal structure setbacks
  - vii. Accessory structures shall not be located in the front yard setback or in front of the front wall of the principal building.
  - viii. Arbors, pergolas and trellis are not required to meet setback requirements provided these features are for purpose of landscape enhancement.
- 3. Parking spaces must be setback 5 feet from front property line
  - 4. Property Located in a business district which adjoins any residential district shall have a ten (10) foot side yard on the adjoining or adjacent to the residential district.
  - 5. Maximum Height of Structures.
    - a. Principal Structures: 35 ft.
    - b. Accessory Structures: 20 ft.
    - c. The maximum height limit for buildings may be increased up to forty-five (45) feet and up to three (3) stories provided an additional one (1) foot of all setbacks is provided for each foot of building height over thirty-five (35) feet in addition to the setback requirements of this section.

- d. Chimneys, flues, cooling towers, flagpoles, radio or communication towers, or their accessory facilities, not normally occupied by workmen are excluded from this limitation.
  - e. Parapet walls are permitted up to four (4) feet above the height of the building on which the walls rest.
- 6. Maximum Lot Coverage: 100%
- 7. New development or Redevelopment shall install all utilities underground.
- 8. Final grading and site finishing are required on the parcel where uses are permitted in this district. The execution of this requirement must take into consideration traffic hazards. Landscaping will be restricted to a height of three (3) feet within fifty (50) feet of the intersection of two roads.
- 9. Lighting Standards: New lighting fixtures and replacement should adhere to the requirements listed below in Section 9 (a) to Section 9 (d). Replacement of a fixture shall mean a change of fixture type or change to the mounting height or location of the fixture. Routine lighting maintenance shall be permitted.
  - a. Freestanding Light Fixtures. (i) All freestanding and building mounted light fixtures should generally be directed downward from the horizontal plane of the light source to preserve a dark sky and prevent unnecessary light pollution. (ii) No lighting fixture shall create more than two (2) foot-candles of light density at the property line. (iii) No freestanding light fixture shall be higher than forty (40) feet. (iv) Off-street parking areas shall be illuminated to a minimum of one (1) foot-candle at eye level over the entire surface of the parking area during operating hours.
  - b. Building Mounted: Building mounted lighting should not extend lower than 8' above grade and project no more than 24" from the facade.
  - c. Parking areas adjacent to residential uses shall have approved glare shields to prevent glare.
  - d. Parking lots adjacent to residential uses shall have their lights be switched off between 10:00pm, or two hours after close of business, whichever is later, and 6:00am or two hours before business opens, whichever is earlier.
- 10. Developments will be evaluated to verify compliance with VDOT Access Management Regulations (24VAC30-73) and to ensure that development does not negatively impact safety, efficiency, or aesthetics of the major roadways it abuts.

[illegible]

070002729

**After recording, mail to:**

Town of Floyd, 138 Wilson Street, Floyd, VA 24091

The existence of title insurance is unknown to the preparer.

**TAX MAP REFERENCE NUMBER: 55A2-1-M-22**

**ELVIA MOLES, et al., Trustees of  
 Victory Chapel Pentecostal Holiness  
 Church, also known as Floyd Pentecostal  
 Holiness Church and Mount Sinai  
 Pentecostal Holiness Church**

TO: DEED

**CORPORATION, TOWN OF FLOYD,  
 VIRGINIA**

THIS DEED made and entered into this 23<sup>rd</sup> day of October, 2007, by and between  
**ELVIA MOLES and ANN SLAUGHTER, Trustees of Victory Chapel Pentecostal Holiness  
 Church, also known as Floyd Pentecostal Holiness Church and Mount Sinai Pentecostal Holiness  
 Church**, parties of the first part hereinafter styled Grantors, and **CORPORATION, TOWN OF  
 FLOYD, VIRGINIA**, party of the second part hereinafter styled Grantee;

WITNESSETH:

That for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good  
 and valuable consideration, cash in hand paid by the said Grantee to the said Grantors, the receipt for all  
 of which is hereby acknowledged, said Grantors do hereby bargain, sell, grant, and convey unto the said  
 Grantee, with SPECIAL WARRANTY of Title, all that certain lot or parcel of real estate with all  
 improvements thereon and appurtenances and rights of way thereunto belonging, situate and being in  
 the Town of Floyd, in the Courthouse Magisterial District of Floyd County, Virginia, containing 0.223  
 of an acre by survey of Alan Clemons, L.S., of Balzer and Associates, Inc., dated September 19, 2007,

Del. to James W. Sherriff } Delivered 11-13-07



as Job #B0720066.00, a copy of said plat of survey being attached hereto and made a part hereof, and BEING the same property which was conveyed to Trustees of Floyd Pentecostal Holiness Church by Deed dated August 26, 1943, from C. B. Spangler, et ux., said Deed being of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, in Deed Book 61 at page 368.

The Circuit Court of Floyd County, Virginia, by Order entered on September 4, 2007, and of record in the Clerk's Office of the Circuit Court of Floyd County, Virginia, as Instrument No. CH07-114, authorized any two (2) of the Trustees of Victory Chapel Pentecostal Holiness Church, to execute the conveyance of the hereinabove described property and to deliver this Deed unto the Grantee herein.

This Deed is exempt from recordation taxes pursuant to Section 58.1-811(A)(3) of the Code of Virginia of 1950, as amended, for the Grantee, and Section 58.1-811(B)(2) of the Code of Virginia of 1950, as amended, for the Grantor.

WITNESS the following signatures and seals:

Victory Chapel Pentecostal Holiness Church, also known as  
Floyd Pentecostal Holiness Church and Mount Sinai Pentecostal  
Holiness Church

By: Elvia Moles (SEAL)  
Elvia Moles, Trustee

STATE OF VIRGINIA  
CITY/COUNTY OF Floyd, to-wit:

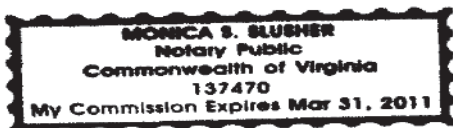
The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2007, by Elvia Moles, Trustee of Victory Chapel Pentecostal Holiness Church, also known as Floyd Pentecostal Holiness Church and Mount Sinai Pentecostal Holiness Church.

My Commission Expires: March 31, 2011

My Registration Number: 137470

Monica S. Blusher  
Notary Public

[NOTARY SEAL]



Victory Chapel Pentecostal Holiness  
Church, also known as Floyd Pentecostal  
Holiness Church and Mount Sinai  
Pentecostal Holiness Church

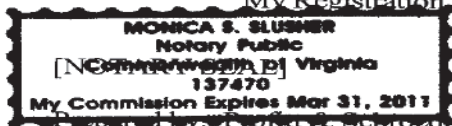
By: Ann Slaughter (SEAL)  
Ann Slaughter, Trustee

STATE OF VIRGINIA, Floyd  
CITY/COUNTY OF \_\_\_\_\_, to-wit:

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of October, 2007, by Ann Slaughter, Trustee of Victory Chapel Pentecostal Holiness Church, also known as Floyd Pentecostal Holiness Church and Mount Sinai Pentecostal Holiness Church.

My Commission Expires: March 31, 2011

My Registration Number: 137470



Monica S. Slusher  
Notary Public

Prepared by: Robert C. Schroeder, Attorneys, P.C.  
304 E. Main Street, P.O. Box 156, Floyd, VA 24091; (540) 745-4435





10/1/2007 12:06 PM

VIRGINIA: In the Clerk's Office of the Circuit Court of Floyd County  
November 9, 2007, at 12:06 P.M.  
This instrument, executed by [redacted], and with a certified copy attached  
admitted to record. The fee provided by Section 58.1-362 of the code in  
the amount of \$\_\_\_\_\_ has been paid.

Tested: William L. G. PATTERSON, ClerkRebecca S. Vaughn D.C.

ANGLE IRON  
FOUND  
W/IN ON  
RIV OF  
WILSON AVE

MAIL & CAP  
FOUND &  
WILSON AVENUE

TRUSTEES, FLOYD PENTECOSTAL  
HOLINESS CHURCH  
DB 61 PG 36B

DB 61 PG 368

30' R/W WILSON AVENUE  
SOS° 25' 22" E — 211.14

I 600 TO MAIN STREET  
(US RTE 221)

5505  
4505  
6505  
2505  
1505  
0505

15' ALLEY

ROD SET

N 85° 26' 25" E  
 63.54'  
 1  
 61.03  
 22.15  
 15 GRAY  
 WELL  
 HOLE  
 1984  
 2010

50.56  
2  
FOREMAN  
49.10'

30  
S  
PINE

502522  
5432

MAIL #1 CONF  
FOUND 1/2  
BUREAU ST

Washburn  
Street

$$\underline{\underline{3. \text{Zur } n. \text{Z.}}}$$

155.03

2

PAUL & CAP FOUNTE  
WEL BAKER, 571

—A. B. C.

ROD SET AT ALL LOT CORNERS

LOT NO 1 (WELL LOT) = 2177.6 SQ FT. = 0.05 ACRES.  
 LOT NO 2 (HOUSE LOT) = 2149.1 SQ. FT. = 0.0493 ACRES.  
 LOT NO 3 = 2932.0 SQ. FT. = 0.0674 ACRES.

APPROVED  
By: Subdivision Agent

TITLE REFERENCE: DB 53 PG 5033

THE TOWN OF FLOYD  
0.1668 ACRES TOTAL

COUNTESS ON WILSON AND BARKER STREETS  
 COURTHOUSE MAG. DIST.  
 FLOYD COUNTY, VIRGINIA  
 SCALE: 1" = 20' 15 SEPT 1989  
 LUT. QUEENSBERRY L. S.  
 DUGSPUR, VIRGINIA 24325  
 REV

एवम् नो हि

PC1-88B

MAGNETIC NORTH 1950

Stella Light, by Jasper Light (seal)  
Power of attorney as per authority  
recorded in clerks office at Floyd  
Va. April 16, 1915.

State of Virginia, County of Roanoke, to-wit:

I, A. H. StClair a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that Jasper Light whose names are signed to the foregoing deed, bearing date on the 5th day of September, 1935, have each acknowledged the same before me in my County and State aforesaid.

My commission expires March 14, 1939.

Given under my hand this the 11 day of Oct. 1935.

A. H. StClair, Notary Public.

Brownlow Light (seal)  
Della Light (seal)

State of Virginia, County of Floyd, to-wit:

I, D. S. Lucas, a Notary Public in and for the County aforesaid, in the State of Virginia, do hereby certify that Brownlow Light and Della Light his wife whose names are signed to the foregoing deed, bearing date on the 5th day of September, 1935, have each acknowledged the same before me in my County and State aforesaid.

My commission expires January the 2nd, 1938.

Given under my hand this the 25th day of May, 1936.

D. S. Lucas, Notary Public.

Virginia:-In Clerk's Office of the Circuit Court of Floyd County, Sept. 16, 1936. This Deed from Stella Light et als., to Brownlow Light received in this office and with Certificate thereto attached, admitted to record. Stamp 50¢.

Teste: *F. L. Aldridge*  
Deputy Clerk.

The Corporation of the Town of Floyd

From:: Deed ✓ *verified*

Boyd Harless, et als.

This Deed, made and entered into on this the 2nd day of September, 1936, by and between Boyd Harless, Agnes Harless, his wife, Richard Harless, Anna Harless, his wife, and Quinn M. Harless, single, parties of the first part, and The Corporation of the Town of Floyd, Virginia, party of the second part.

Witnesseth: that whereas, Martha A. Boyd died testate and by her will dated in 1930 probated in the Clerk's Office of Floyd County, Virginia, on the 15th day of April, 1936, and recorded in said Clerk's Office in Will Book 5 at page 193, she gave and devised all of her property, both real and personal, to her three grandsons namely; Boyd Harless, Richard Harless and Quinn M. Harless:

Now, therefore. in consideration of the premises and in the further consideration of the sum of One Hundred and Fifty Dollars (\$150.00) cash in hand paid by the party of the second part to the said party<sup>ies</sup> of the first part, the receipt of which is hereby acknowledged, the said parties of the first part bargain, grant, sell and convey unto the said party of the second part, with covenants of general warranty of title, that certain tract or parcel of land in the Town of Floyd, Virginia, containing 28 square rods, being a part of the land known as the Farmers Bank of Floyd lands and is a part of the same land as that conveyed to Martha A. Boyd by V. M. Sowder, G. W. Agnew, F. J. Agnew and J. E. Burwell, Commissioners in the suit of V. M. Sowder, et als. vs M. F. Scott, et al., and G. W. Agnew, /et al. vs W. L. Howard, Commissioner, et al., by deed dated March 13, 1909, and recorded in the Clerk's Office of said County in Deed Book 35 at page 389, and is bounded and described as follows:

Beginning at a post at forks of street with street N. 89 $\frac{1}{2}$ ° W. 179 feet to a post, a junction of an alley with same N. 1 $\frac{1}{2}$ ° W. 30 $\frac{1}{2}$  feet to a post at corner of Ben Yopp's lot, with same N. 80 $\frac{1}{2}$ ° E. 172 $\frac{1}{2}$  feet to street, with same S. 10° E. 64 feet to the Beginning.

containing an area of 28 square rods.

The said grantors covenant that they have the right to convey said land to the grantees; that they have done no act to encumber said land; that the grantees shall have quiet possession of the land, free from all encumbrances, and that they the said parties of the first part, will execute such further assurance of the said land as may be requisite.

Witness the following signatures and seals, on this the day and year first above written.

Boyd Harless (seal)  
 Agnes Harless (seal)  
 Q. M. Harless (seal)  
 Richard B. Harless (seal)  
 Anna Harless (seal)

Virginia, Montgomery County, to-wit:

I, Hazel Moore a notary public in and for said county and state, do certify that Boyd Harless and Agnes Harless, his wife and Quinn M. Harless, whose names are signed to the foregoing deed bearing date on the 2nd day of September, 1936, personally appeared before me in my said county and acknowledged the same.

My commission expires on the 24 day of June, 1940.

Given under my hand, this the 5 day of September, 1936.

Hazel Moore, Notary Public.

State of Virginia, City of Richmond, to-wit:

I, H. S. Lafoon a notary public in and for said City and state, do certify that Richard Harless and Anna Harless, his wife, whose names are signed to the foregoing deed bearing date on the 2nd day of September, 1936, personally appeared before me in my said City and acknowledged the same.

My commission expires on the 8th day of August, 1938.

Given under my hand this the 9th day of September, 1936.

H. S. Lafoon, Notary Public.

Virginia:-In Clerk's Office of the Circuit Court of Floyd County, Sept. 18, 1936. This Deed from Boyd Harless et als. to The Corporation of the Town of Floyd received in this office and with Certificate thereto attached, admitted to record. Stamp 50¢.

Teste: *F. S. Phillips*  
 Deputy Clerk.

B. G. Howard, Jr. Tr.

From:: Deed of Trust ✓

Riley Poff, et als.

This Deed, made this the Eleventh (11th) day of September, in the Year Nineteen Hundred and Thirty-six (1936) by and between Riley Poff and Laura A. Poff, his wife, and Noah F. Poff and Mildred S. Poff, his wife, parties of the first part, and B.G. Howard, Jr., party of the second part, each of the County of Floyd, in the State of Virginia.

Witnesseth as follows: That for and in consideration of the sum of Ten (\$10.00) Dollars cash in hand paid to the parties of the first part by the party of the second part at and before the sealing and delivery of this deed, the receipt whereof is hereby acknowledged, and the further consideration of the provisions of this deed hereinafter mentioned, the said Riley Poff and Laura A. Poff, his wife, and Noah F. Poff and Mildred S. Poff, his wife, parties of the first part, doth Grant, Sell and Convey, Release and Confirm, with General warranty of title, unto the said B.G. Howard Jr., party of the second part, the following described tracts or parcels of land situate on the South Fork of Roanoke River in Floyd County, Virginia, and bordering on U.S. Highway No. 221, to-wit:

That certain tract or parcel of land containing 7 acres, 1 rood and 20 poles, a and being the same land conveyed Riley Poff by J.T. Mills et us, by deed dated March

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of October 17th, 2024, between Town of Floyd, by and through Andrew Morris, Town Manager, owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and \_\_\_\_\_

(hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

**1. Real Property.** Purchaser agrees to buy, and Seller agrees to sell the land and all improvements thereon and appurtenances thereto which fronts upon a public street or has a recorded access easement to a public street (hereinafter referred to as the "Property"), located in the County of Floyd, Virginia, and described as:

**2. Legal Description –**

1) 0.223 AC, Tax Map #55A2-1-M-22; Deed: DBS-07-0002729; WILSON AVE LOT PLAT D070002729

**Address: 134 Wilson St., Floyd, VA 24091**

2) 0.12 AC, Tax Map #55A2-1-M-23; FIRE STATION LOT 1/5 LOT 3 7/100 PC 1-88B

**Address: 138 Wilson St., Floyd, VA 24091**

**3. Purchase Price.** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: \_\_\_\_\_

(hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

**4. Deposit.** Purchaser has made a deposit with the Auction Company, of \$10,000 (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Auction Company, pursuant to the terms of this Contract, until Settlement and then applied to the Purchase Price.

**5. Settlement Agent and Possession.** Settlement shall be made at \_\_\_\_\_ on or before December 2nd, 2024 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

**6. Required Disclosures.**

(a) **Property Owners' Association Disclosure.** Seller represents that the Property is not located within a development that is subject to the Virginia Property Owners' Association Act ("Act") (Virginia Code § 55-508 through § 55-516). If the Property is within such a development, the Act requires Seller to obtain an association disclosure packet from the property owners' association and provide it to Purchaser.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available; (ii) within 3 days after hand-delivered receipt of the association disclosure packet or notice that the association disclosure packet will not be available; or (iii) within 6 days after the post-marked date, if the association disclosure packet or notice that the association disclosure packet will not be available is sent to Purchaser via the United States mail. Purchaser may also cancel the Contract, without penalty, at any time prior to Settlement if Purchaser has not been notified that the association disclosure packet will not be available and the association disclosure packet is not delivered to Purchaser. Purchaser's notice of cancellation shall be either hand-delivered or sent via United States mail, return receipt requested, to Seller. Purchaser's cancellation pursuant to this subsection shall be without penalty. This Contract shall become void upon cancellation and the Deposit shall be refunded in full to Purchaser upon Purchaser's notice of cancellation.

If more than 6 months have elapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the property owners' association along with a request for assurance that the information required by Virginia Code § 55-512 previously furnished to Purchaser in the association disclosure packet remains materially unchanged; or, if there have been material changes, a statement specifying such changes. Purchaser shall be provided with such assurances or such statement within 10 days of the receipt of such request by the property owner's association. Purchaser may be required to pay a fee for the preparation and issuance of the requested assurances. Said fee shall reflect the actual costs incurred by the property owners' association in providing such assurances but shall not exceed \$100.00 or such higher amount as may now or hereafter be permitted pursuant to applicable statutes.

Any rights of Purchaser to cancel the Contract provided by the Act are waived conclusively if not exercised prior to Settlement.

(b) **Virginia Residential Property Disclosure Act.** The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Property is a commercial property and form does not apply.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not received) and Purchaser's Deposit shall be returned promptly.

If more than 60 days have lapsed between the date of ratification of this Contract and the Settlement Date, Purchaser may submit a copy of the Contract to the unit owners' condominium association with a request for assurance from the unit owners' condominium association that there have been no material changes from the previously furnished information from the unit owners' condominium association.

Purchaser may declare this Contract void within 3 days after either receipt of the required disclosures or of notice that there are material changes, or the failure of the condominium unit owners' association to provide assurances (within 10 days after receipt of Purchaser's request) that there have been no material changes.

(d) **Mechanics' and Materialmen's Liens.**

NOTICE

Virginia law (Virginia Code § 43-1 *et seq.*) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE SETTLEMENT DATE MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

(e) **Notice of Principal Residence.** Purchaser does \_\_\_\_\_ or does not \_\_\_\_\_ intend to occupy the Property as Purchaser's principal residence.

(f) **Title Insurance Notification.** Purchaser may wish at Purchaser's expense to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and materialmen's liens for labor and materials performed prior to Settlement and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Structure was built in 1950 and lead base paint disclosures apply.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

(h) **Choice of Settlement Agent.** Virginia's Consumer Real Estate Settlement Protection Act provides that the purchaser or borrower has the right to select the settlement agent to handle the closing of this transaction. The settlement agent's role in closing this transaction involves the coordination of numerous administrative and clerical functions relating to the collection of documents and the collection and disbursement of funds required to carry out the terms of the contract between the parties. If part of the purchase price is financed, the lender for the purchaser will instruct the settlement agent as to the signing and recording of loan documents and the disbursement of loan proceeds. No settlement agent can provide legal advice to any party to the transaction except a settlement agent who is engaged in the private practice of law in Virginia and who has been retained or engaged by a party to the transaction for the purpose of providing legal services to that party.

Variation by agreement: The provisions of the Consumer Real Estate Settlement Protection Act may not be varied by agreement, and rights conferred by this chapter may not be waived. The Seller may not require the use of a particular settlement agent as a condition of the sale of the property.

Escrow, closing and settlement service guidelines: The Virginia State Bar issues guidelines to help settlement agents avoid and prevent the unauthorized practice of law in connection with furnishing escrow, settlement or closing services. As a party to a real estate transaction, the purchaser or borrower is entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of the Consumer Real Estate Settlement Protection Act.

## 7. **Standard Provisions.**

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, time being of the essence, the Deposit shall be forfeited to the Seller. Such forfeiture shall not limit any liability of the defaulting Purchaser or any rights or remedies of the Seller with respect to any such default, and the defaulting Purchaser shall be liable for all costs of re-sale of the Property (including attorney's fees of Seller), plus any amount by which the ultimate sale price for the Property is less than the defaulting purchaser's bid. After any such default and forfeiture, the Property may, at the discretion of the Seller, be conveyed to the next highest bidder of the Property whose bid was acceptable to the Seller. In the event the Seller does not execute a deed of conveyance for any reason, the Purchaser's sole remedy shall be the refund of the deposit. Immediately upon delivery of the deed for the Property by the Seller, all duties, liabilities, and obligations of the Seller, if any, to the purchaser with respect to the Property shall be extinguished.

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes,

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

(c) **Title.** At Settlement, Seller shall convey to Purchaser good and marketable fee simple title to the Property by **Deed of General Warranty**, free of all liens, tenancies, defects and encumbrances, except as otherwise indicated herein, and subject only to such restrictions and easements as shall then be of record which do not affect the use of the Property for residential purposes or render the title unmarketable. If a defect is found which can be remedied by legal action within a reasonable time, Seller shall, at Seller's expense, promptly take such action as is necessary to cure the defect. If Seller, acting in good faith, is unable to have such defect corrected within 60 days after notice of such defect is given to Seller, then this Contract may be terminated by either Seller or Purchaser. Purchaser may extend the date for Settlement to the extent necessary for Seller to comply with this Paragraph but not longer than 60 days.

(d) **Land Use Assessment.** In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Seller shall pay, when assessed, whether at or after Settlement, any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Purchaser agrees to make application, at Purchaser's expense, for continuation under land use, and to pay any rollback taxes resulting from failure to file or to qualify.

(e) **Risk of Loss.** All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option of either (i) terminating this Contract, or (ii) affirming this Contract, with appropriate arrangements being made by Seller to repair the damage, in a manner acceptable to Purchaser, or Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and shall pay over to Purchaser any sums received as a result of such loss or damage.

(f) **Property Sold "As Is".** Purchaser agrees to accept the Property at Settlement in its present physical condition. No representations or warranties are made as to zoning, structural integrity, physical condition, environmental condition, construction, workmanship, materials, habitability, fitness for a particular purpose, or merchantability of all or any part of the Property.

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

(h) **Assignability.** This Contract may not be assigned by either Seller or Purchaser without the

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

written consent of the other.

(i) **Miscellaneous.** The parties to this Contract agree that it shall be binding upon them, and their respective personal representatives, successors and assigns, and that its provisions shall not survive Settlement and shall be merged into the deed delivered at Settlement except for the provisions relating to rollback taxes. This Contract contains the final agreement between the parties hereto, and they shall not be bound by any terms, conditions, oral statements, warranties or representations not herein contained. This Contract shall be construed under the laws of the Commonwealth of Virginia.

(j) **Other.** It appears that the singlewide mobile that fronts Rick Lewis Way encroaches onto the subject property that is being sold.

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_

IN WITNESS WHEREOF, the Purchaser and the Seller have duly executed this Contract as of the day and year first above written.

\_\_\_\_\_  
Town of Floyd, by and through (Seller)  
Andrew Morris, Town Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email

\_\_\_\_\_  
(Purchaser signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Purchaser Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email

\_\_\_\_\_  
(Purchaser signature)

\_\_\_\_\_  
Date

Seller's Initials \_\_\_\_\_

Purchaser's Initials \_\_\_\_\_



VIRGINIA REALTORS®  
DISCLOSURE OF INFORMATION AND ACKNOWLEDGMENT  
LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS  
(Purchase)



This disclosure applies to the property(ies) in the City or County of Floyd and is described as follows:  
134 & 138 Wilson St., Floyd, VA 24091

**Lead Warning Statement:**

*Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Sellers' Disclosures (each Seller initial in each space and check the appropriate box after each space)**

AM (a) Presence of lead-based paint hazards (check one below):  
☒ Seller has no knowledge of lead-based paint and/or lead-based hazards in the housing.  
☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (Explain): \_\_\_\_\_

AM (b) Records and reports available to the Seller (check one below):  
☒ Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.  
☐ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based hazards in the housing (list documents): \_\_\_\_\_

**Purchasers' Acknowledgments (each purchaser initial in each space and check the appropriate box after space (e))**

\_\_\_\_\_ (c) Purchaser has received copies of all available information listed above.  
\_\_\_\_\_ (d) Purchaser has received the pamphlet "Protect Your Family From Lead in Your Home.", available at [https://www.epa.gov/sites/production/files/2014-02/documents/lead\\_in\\_your\\_home\\_brochure\\_land\\_b\\_w\\_508\\_easy\\_print\\_0.pdf](https://www.epa.gov/sites/production/files/2014-02/documents/lead_in_your_home_brochure_land_b_w_508_easy_print_0.pdf)  
\_\_\_\_\_ (e) Purchaser has (check one below):  
☐ Received a 10-day opportunity (or mutually agreed-upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or  
☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based and/or lead-based paint hazards.

**Agents' Acknowledgments (each agent involved in this transaction receiving compensation from the seller must initial in the appropriate space)**

MG (f) Seller's agent (listing agent) has informed the seller of the seller's obligations under 42 U.S.C. 4852d and Agent is aware of his/her responsibility to ensure compliance.  
\_\_\_\_\_ (g) Purchaser's agent (if agent will receive any compensation from seller or seller's agent) has been assured the seller is aware of the seller's obligations under 42 U.S.C. 4852d, or the Agent has informed the seller of the seller's obligations under 42 U.S.C 4852d, and Agent is aware of his/her responsibility to ensure compliance.

**Certification of Accuracy**

The following parties have reviewed the information above and certify that, to the best of their knowledge, the information provided by the signatory is true and accurate.

Date	/ <u>Andrew Hobbis</u>	Date	/ _____
	Seller		Purchaser
Date	/ _____	Date	/ _____
	Seller		Purchaser
09/12/2024	/ <u>Matt Gallimore</u>	Date	/ _____
	Agent		Agent

For informational purposes only:

Firm: \_\_\_\_\_ Firm: \_\_\_\_\_

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VAR Form 1350 Revised 01/20

Reviewed 01/20

United Country Blue Ridge Land, 102 S. Locust Street Floyd, VA 24091

Matt Gallimore

Phone: 5407452005

Fax: 5407454401

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