

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 – William R. Frye and Susan S. Frye

AUCTION LOCATION – Online at www.BlueRidgeLandandAuction.HiBid.com

AUCTION DATE – Thursday, July 27th, 2023 at 3 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:

Offering # 1 - Portion of Tax ID 525-2 40 Parcel A; Parcel ID 011595; Willow Springs; Consisting of +/- 0.93 acres; Radford Street

Offering # 2 - Portion of Tax ID 525-2 40 Parcel B; Parcel ID 011595; Willow Springs; Consisting of +/- 1.10 acres; Radford Street

Offering # 3 - Portion of Tax ID 525-2 40 Parcel C; Parcel ID 011595; Willow Springs; Consisting of +/- 1.00 acres and Tax ID 525-2 40; Parcel ID 005595, Portion of same; Radford St and Silver Lake Rd

More Commonly Known As: Radford Street (Route 11) and Silver Lake Road NW., Christiansburg, VA 24073

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, July 27th, 2023, at 3:00 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 **Heather Gallimore at (540) 745-2005 or by email at brlanda@swva.net**. 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) **Cash Offer/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. By placing a bid in this auction, bidders are making a "cash offer" to purchase the property. 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 \$20,000 per offering 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, September 11th, 2023**. 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 3 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one lot will need to be the high bidder on all desired lots. Each offering will stay open until all bidding is complete and all offerings will close simultaneously.
- 18) **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).
- 19) **Buyer's Broker Fee:** A Buyer's Broker Fee of (2%) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 20) **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 of 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 Fee of (2%) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.
- 21) **Final Plat Approval:** Survey provided in bidder pack has not been recorded. Closing will be subject to survey being approved and recorded prior to closing.

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

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



Auction Services

Aerial Map

***Aerial Map used to illustrate approximate boundary. Refer to Survey**



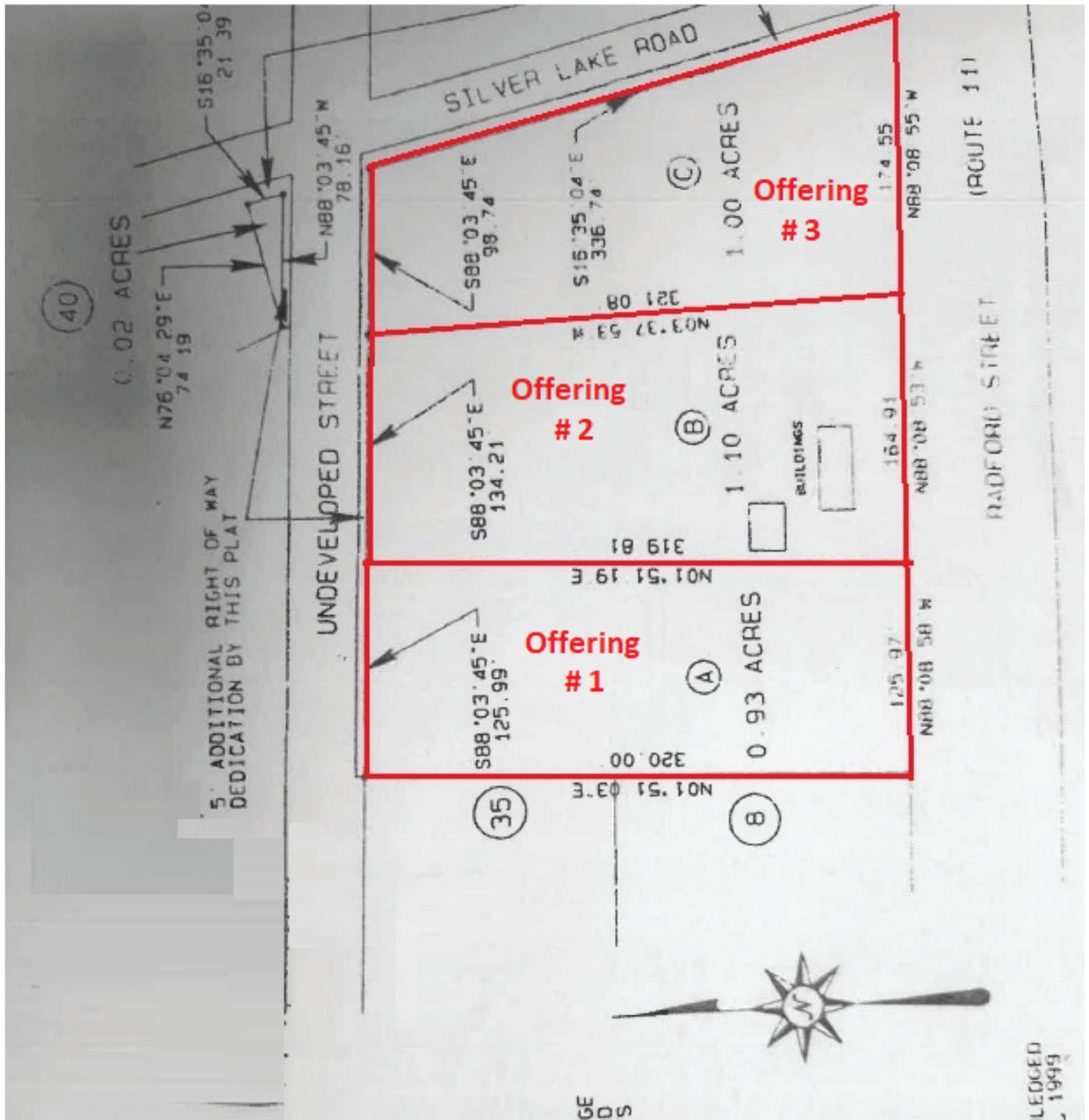
Contours Map

***Aerial Map used to illustrate approximate boundary. Refer to Survey**



Survey

***Survey is not recorded in public record. Will be recorded prior to closing.**





Auction Services

Neighborhood

***Corner of Radford St. / Rt 11
and Silver Lake Road NW**

Christiansburg VA

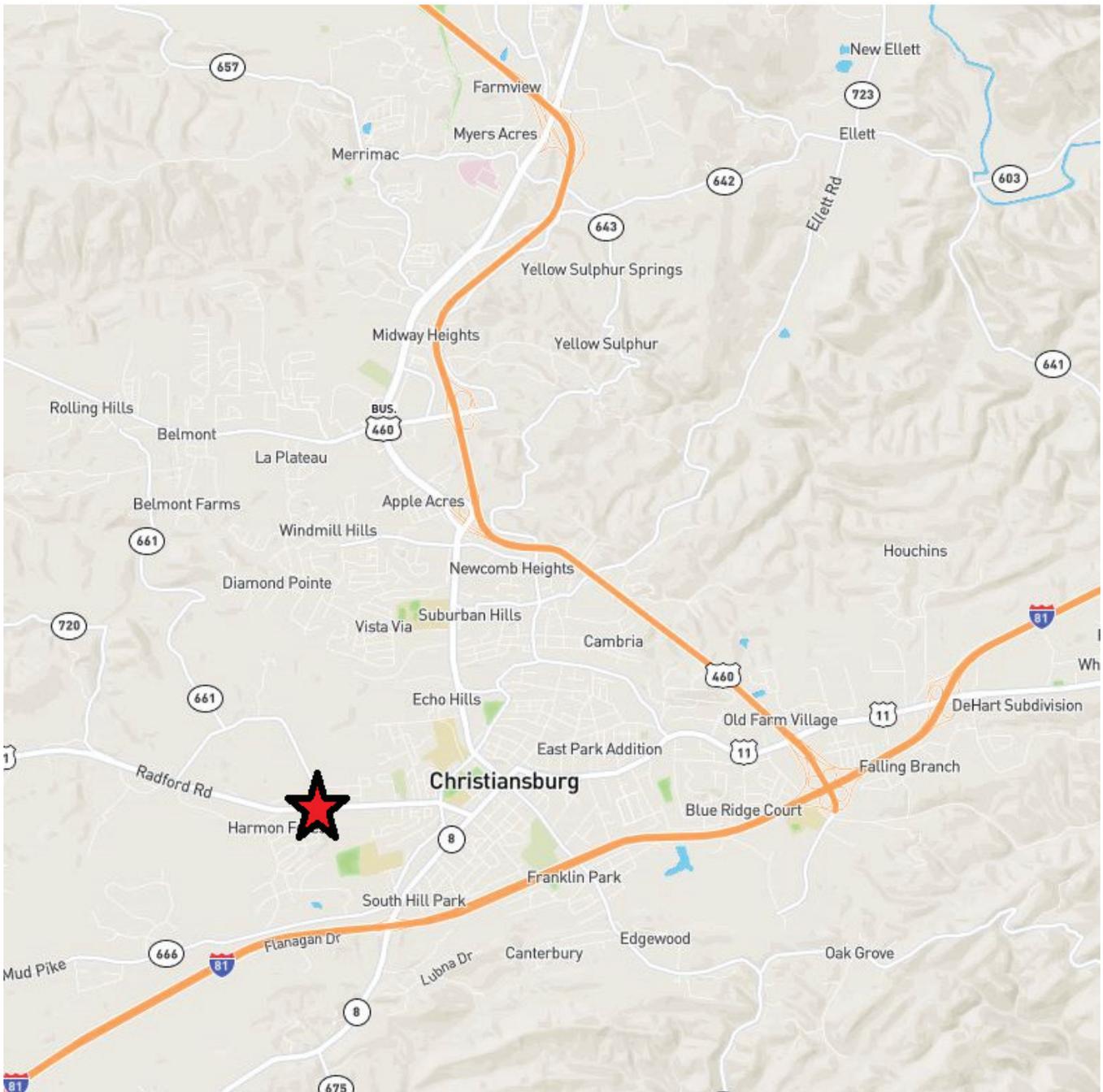




Location Map

***Corner of Radford St. / Rt 11
and Silver Lake Road NW**

Christiansburg VA



ARTICLE XII. - GENERAL BUSINESS DISTRICT B-3

Sec. 42-335. - Statement of intent.

This district covers that portion of the community intended for the conduct of general business to which the public requires direct and frequent access, but which is not characterized either by constant heavy trucking other than stocking and delivery of light retail goods or by any nuisance factors other than occasioned by incidental light and noise of congregation of people and passenger vehicles. This district shall include such uses as retail stores, banks, theaters, business offices, newspaper offices, printing presses, restaurants and taverns and garages and service stations. In view of the extensive application of the district and the variety of conditions which may be anticipated, residential uses are permitted with a conditional use permit.

(Code 1972, § 30-77; Code 1992, § 30-99; Ord. No. 2004-4, § 30-77, 9-7-2004)

Sec. 42-336. - Permitted uses.

In the B-3 General Business District, structures to be erected, or land to be used, may be for one or more of the following uses (Note: Activities or uses which instruct the reader to see a permitted use serve only as a cross reference to the list of permitted uses and associated conditions, if any. The listing of a cross reference in no way implies that the cross reference is a permitted use or activity. Listed permitted uses which instruct the reader to see also another permitted use or section of the zoning ordinance or town code are intended to refer the reader to additional information that is relevant to that permitted use.)

- (1) Any principal use permitted in the R-3 Multiple-Family Residential District, with a conditional use permit, except that uses permitted as conditional uses in the R-3 District, but permitted as of right in the B-3 District, shall not require a conditional use permit. Dwellings are subject to the same requirements as in the R-3 District, except that a single-family dwelling in association with a permitted office, business or commercial use, in the same building or on the same premises for use by the proprietor or an employee of said business shall be permitted, but not subject to said requirements, including a family and one unrelated individual per unit; and for multifamily dwellings, the density of development shall not exceed the ratio of 20 dwelling units per gross acre. Residential development as part of a planned commercial development shall be subject to the requirements of section 42-341.
- (2) Animal hospital, pet shop or pet grooming establishment.
- (3) Retail stores, including sale of accessories, antiques, appliances, art or art supplies, beverages (alcoholic or otherwise), books, carpets, clothing, drugs, fabrics, flowers, food, furniture, hardware, jewelry, gifts, office supplies and stationery, shoes, paint, wallpaper, sporting

goods, and similar stores and shops.

- (4) Bakeries.
- (5) Banks and other financial institutions.
- (6) Dry cleaners, laundries and laundromats.
- (7) Barber and beauty shops.
- (8) Fitness center or health club.
- (9) Home appliance services.
- (10) Theaters and assembly halls.
- (11) Hotels and motels, and bed and breakfast inns.
- (12) Offices, business, professional or administrative.
- (13) Churches and other places of worship.
- (14) Public buildings to consist of fire, police and rescue squad stations, schools, recreational facilities, and libraries. Private buildings to consist of schools, recreational facilities, and libraries with a conditional use permit.
- (15) Hospitals, general.
- (16) Funeral homes and crematories.
- (17) Automobile service stations.
- (18) Clubs and lodges, with a conditional use permit.
- (19) Auto and truck rental, sales and service. Also see *Automobile service stations* and *Commercial garages*.
- (20) Restaurants, food handlers and caterers.
- (21) Shoe repair or tailor shop.
- (22) Plumbing and electrical supply with storage under cover.
- (23) Printing and duplicating services.
- (24) Rental of household items, tools and appliances.
- (25) Lumber and building materials store, wholesale or retail, but not a lumberyard or manufacturer of brick or concrete blocks.
- (26) Self-service storage compartments commonly known as miniwarehouses.
- (27) Facilities and structures necessary for rendering utility service, including poles, wires, transformers, transmission lines, telephone booths and the like for normal electrical power distribution or communication service; communications antennas; amateur radio towers; meters and pipelines or conduits for electrical, gas, sewer or water service; pumping and regulatory stations; substations. Communications monopoles and major transmission lines are permitted with a conditional use permit.

- (28) Off-street parking and loading; parking garages, with a conditional use permit.
- (29) Signs in accordance with the sign ordinance in article XXIV, signs.
- (30) Dancehalls, with a conditional use permit.
- (31) Mobile home parks, with a conditional use permit. Also see article XVIII, mobile home parks.
- (32) Mobile home sales, single- or double-wide, with a conditional use permit.
- (33) Machinery and equipment sales, service and storage (but not junk), with a conditional use permit.
- (34) Commercial garage and/or towing service, with a conditional use permit. Also see *Auto and truck rental, sales and service* and *Automobile service stations*.
- (35) Contractors equipment storage yard or plant or rental of equipment commonly used by contractors (but not material storage), with a conditional use permit.
- (36) Radio and television stations and studios or recording studios.
- (37) Industrialized building units for business, institutional, security or construction purposes, with a conditional use permit. Conditional use permits shall not be required for construction trailers on active construction sites.
- (38) The following listed uses, provided not more than 50 persons are engaged in actual production work, with a conditional use permit:
 - a. Assembly of electrical appliances, electronic instruments and devices, radios and phonographs and the manufacture of small parts, such as coils, condensers, transformers and crystal holders.
 - b. Commercial cabinet or woodworking shops; blacksmith shops and welding or machine shops.
 - c. Pharmaceutical, medical or dental laboratories.
- (39) Carnival or fairgrounds, with a conditional use permit.
- (40) Public billiard parlors and poolrooms, game rooms, bowling alleys, skating rinks, indoor and outdoor shooting ranges, paintball courses and similar forms of public amusement, with a conditional use permit.
- (41) Greenhouse or nursery, commercial, wholesale or retail.
- (42) Convalescent homes, rest homes, nursing homes and housing for the elderly and handicapped.
- (43) Boardinghouses, with a conditional use permit.
- (44) Child day care center.
- (45)

Campground, overnight, with a conditional use permit. Other permitted B-3 uses located upon the same property as the campground are permitted, provided that non-campground users do not traverse the campground areas to have access to these non-campground uses. Provided further that a fence or other suitable barricade and screening separates the campground from adjacent properties or uses.

- (46) Recycling collection center with a zoning permit application and plan of operation approved by the administrator. The administrator may refer any proposed collection center application to the town planning commission or health official, or both, for their advice as to the desirability, practicability or health effects of any such center before issuing a zoning permit to any collection center applicant. Collection center zoning permits may be revoked at any time by the administrator or health official when such recycling center poses a threat to public safety, health or general welfare.
- (47) Recycling, post-collection separation facilities, with a conditional use permit and a plan of operation approved by the administrator. In cases of doubt regarding the nature of a process or use, the administrator may require an engineering report describing the process or use and the probable impacts of the facility.
- (48) Auction house, business, with a conditional use permit.
- (49) Family day homes, with a conditional use permit.
- (50) Kennels with a conditional use permit.
- (51) Automobile upholstery shops, with a conditional use permit.
- (52) Railroad yards and terminals, with a conditional use permit.
- (53) Farmers' markets or flea markets, with a conditional use permit.
- (54) Automobile auctions, with a conditional use permit.
- (55) Tattoo parlors and body piercing establishments with approval of the county health department.
- (56) Portable storage containers, in accordance with section 42-662.
- (57) Janitorial services.
- (58) Exterminating services with a conditional use permit.
- (59) Personal service establishments.
- (60) Loudspeaker/sound amplification/outdoor sound system to be used in excess of the town's noise ordinance, with a conditional use permit.
- (61) Leisure and enrichment service.
- (62) Microbrewery with capacity not to exceed 10,000 barrels per year.
- (63) Microbrewery with capacity between 10,001 and 15,000 barrels per year, with a conditional use permit.

(64) Museums, art galleries and art studios.

(65) Planned commercial developments, subject to the requirements of section 42-341, with a conditional use permit.

Note: The following activities or uses serve only as a cross reference to permitted uses listed above which may or may not have conditions attached to the use. The listing of the following cross reference in no way implies that they are a permitted use or activity unless permitted elsewhere within this section.

Appliance service, see *Home appliance services*.

Bed and breakfast inns, see *Hotels, motels*.

Building material sales, see *Lumber and building materials sales*.

Equipment sales, service, etc., see *Machinery and equipment sales and services*.

Pet shops, see *Animal*.

Tourist homes, see *Hotels, motels*.

(Code 1972, § 30-78; Code 1992, § 30-100; Ord. of 9-6-1988; Ord. of 10-24-1989; Ord. of 7-2-1991; Ord. of 12-3-1991; Ord. of 12-17-1991(1); Ord. of 6-15-1993; Ord. of 6-2-1998; Ord. of 12-7-1999; Ord. No. 2000-2, 4-18-2000; Ord. No. 2001-1, 4-17-2001; Ord. No. 2001-4, 8-7-2001; Ord. No. 2004-4, § 30-78, 9-7-2004; Ord. No. 2005-1, 1-18-2005; Ord. No. 2006-1, 1-17-2006; Ord. No. 2006-6, 12-19-2006; Ord. No. 2007-1, 4-3-2007; Ord. No. 2008-4, 11-18-2008; Ord. No. 2008-6, 12-2-2008; Ord. No. 2012-3, § 30-100, 2-12-2012; Ord. No. 2012-6, § 30-100, 6-19-2012; Ord. No. 2012-10, § 30-100, 11-20-2012; Ord. No. 2017-7, 9-12-2017; Ord. No. 2018-4, 4-24-2018; Ord. No. 2018-5, 9-11-2018; Ord. No. 2019-4, 3-12-2019; Ord. No. 2019-6, 6-25-2019)

Sec. 42-337. - Area.

There shall be no minimum area required; except that the required area for permitted uses utilizing individual sewage disposal systems shall be approved by the health official and except that residential uses shall comply with the lot area and width requirements of the R-3 District. The administrator may require a greater area, if considered necessary by the health official.

(Code 1972, § 30-79; Code 1992, § 30-101; Ord. No. 2004-4, § 30-79, 9-7-2004)

Sec. 42-338. - Setback.

Structures, temporary or permanent, shall be located 30 feet or more from any street right-of-way, or, in the event that buildings are already constructed on the same side of the street in the block, no new structure shall be closer to the street right-of-way line than a distance equal to the average of the distance to the street right-of-way of all existing structures in the same block on the same side of the street. This

shall be known as the setback line. See article XVII for special setback regulations pertaining to the widening of highways and streets. See section 42-15 for special regulations pertaining to structural projections into the minimum required setback. The minimum building setback from any common area shall be ten feet. Parking lots shall have a minimum setback of 15 feet from any street right-of-way. Restaurant outdoor dining areas shall have a minimum setback of 15 feet from any street right-of-way.

(Code 1972, § 30-80; Code 1992, § 30-102; Ord. of 4-3-1990; Ord. No. 2001-5, 11-6-2001; Ord. No. 2002-2, 3-5-2002; Ord. No. 2004-4, § 30-80, 9-7-2004; Ord. No. 2007-1, 4-3-2007; Ord. No. 2020-4, 1-12-2021)

Sec. 42-339. - Frontage and yards.

- (a) Lots need not abut or adjoin a public street right-of-way, provided vehicular or pedestrian access is provided to a public street right-of-way through a perpetual unobstructed paved easement or parking area of at least 30 feet in width for vehicular access or ten feet in width for pedestrian access. Other access designs may be approved by the administrator with consideration being given to overall site conditions and traffic patterns in keeping with article XXI, site plan review.
- (b) If a development includes common areas in addition to the individual lots, the common areas shall be maintained by, and be the sole responsibility of, the developer-owner of the development until such time as the developer-owner conveys such common area to a nonprofit corporate owner whose members shall be all of the individual owners of the individual lots in the development. Said land shall be conveyed to, and be held by, said nonprofit corporate owner solely for the benefit of the owners of the individual lots in the development. In the event of such conveyance by the developer-owner to a nonprofit corporate owner, deed restrictions and covenants shall provide, among other things, that any assessments, charges for cost of maintenance of such common areas shall constitute a pro rata lien upon the individual lots. Maintenance to exteriors, lawns, special lighting and drainage shall be provided in a manner so as to discharge any responsibility for the town.
- (c) Whenever any development containing common area is proposed by a developer, and before any permit for the erection of structures shall be granted, the developer, or his agent, shall apply, in writing, to the agent for the approval of the plat and submit three copies of the plat, including the lot, street and utilities layout to a scale of not less than one inch equals 50 feet. No lots shall be sold until a final plat for the development shall have been approved by council and recorded in the office of the clerk of the county within 60 days after notification of final approval by the agent; otherwise, the approval shall become invalid.
- (d) Provisions shall be made to ensure that nonpublic areas for the common use of occupants shall be maintained without expense to the town.
- (e)

No business or commercial building or structure, temporary or permanent, shall be located closer than 20 feet to the boundary of a residential district or located within any easement or right-of-way. Residential development shall comply with all frontage, lot, yards and development standards for similar development in the R-3 Multiple-Family Residential District, unless such residence is part of the business building or structure.

- (f) A minimum of 20 percent of the site shall be reserved for greenspace landscaping with no more than 50 percent of the greenspace in grass alone. The greenspace shall contain trees with a minimum height, at time of planting, of six feet or more at the ratio of one tree per 400 square feet or less of greenspace area. Such greenspace is to be distributed uniformly around the perimeter of the site or distributed throughout the parking and pedestrian areas.
- (g) A landscaping plan with all areas drawn to scale shall be submitted as part of the site plan.
- (h) Preservation of existing trees is encouraged and shall be credited toward the landscaping requirement.
- (i) Sidewalks shall be required for all new development. In lieu of sidewalks, an owner or developer may provide a paved multi-use trail if approved by the town manager. The trail must be a minimum of ten feet in width and adjoin the street right-of-way. A trail must run the entire road frontage of the parcel. In the absence of unreasonable hardship, the town manager will not approve a trail for parcels whose adjoining parcels have sidewalks such that a trail connects to a sidewalk. The zoning administrator/town manager may waive this requirement in circumstances that sidewalks do not provide desired connectivity and/or are not physically practical due to site limitations, provided the owner/developer makes a contribution in an amount approximate to the sidewalk installation cost to the town to be utilized for sidewalk improvements and/or repairs in other locations. The zoning administrator/town manager may refer the decision regarding the connectivity and/or practicality to the planning commission should there be any doubts. The town manager/town engineer shall make the determination of the approximate sidewalk installation cost.
- (j) Structural projections into minimum required yards shall be permitted in accordance with section 42-15.

Sidewalks shall be required whenever a new principal building is built or an existing principal building is renovated or expanded sufficiently to increase its value by 25 percent before a certificate of occupancy may be issued.

(Code 1972, § 30-81; Code 1992, § 30-103; Ord. of 5-2-1989; Ord. of 6-20-1989; Ord. of 7-2-1991; Ord. of 6-2-1998; Ord. No. 2001-5, 11-6-2001; Ord. No. 2004-4, § 30-81, 9-7-2004; Ord. No. 2013-6, § 30-103, 5-7-2013; Ord. No. 2015-1, 4-28-2015; Ord. No. 2020-4, 1-12-2021)

Sec. 42-340. - Height.

Buildings may be erected up to 35 feet in height from street grade or lot grade at setback line, whichever is greater; except, that:

- (1) The height limit may be increased up to 70 feet, provided the building is set back from all lot lines at least two feet for each one foot of height over 35 feet.
- (2) Church spires, belfries, cupolas, monuments, water towers, chimneys, flues and flagpoles shall be exempt from this section.
- (3) Parapet walls may be up to four feet above the height of the building on which the walls rest.

(Code 1972, § 30-82; Code 1992, § 30-105; Ord. No. 2004-4, § 30-82, 9-7-2004; Ord. No. 2007-1, 4-3-2007)

Sec. 42-341. - Planned commercial developments.

- (a) Purpose. Planned Commercial Developments (PCDs) are intended to provide for flexibility in the planning of certain tracts of land through the modification of certain development standards. PCDs are generally characterized by a unified or planned clustering of commercial or mixed use development served by common parking areas with shared means of ingress and egress. PCDs allow for a mixing of commercial and residential uses but are not intended to be a tool to enable primarily residential development. PCDs are not intended to be a means to lessen development standards as would otherwise be required without providing for increased amenities, safety, and other public and private benefits. These developments should be designed to mitigate potential increases in traffic congestion through enhanced pedestrian access between uses within the PCD and to encourage best management practices for site development regarding but not limited to stormwater management and other impacts to adjacent property, including light and noise nuisances.
- (b) In order to encourage improved design, variety in uses and site layout, a master plan and proposed development standards shall be submitted for consideration of a planned commercial development, together with a subdivision plan, if required by this chapter or chapter 40, and such other descriptive material or conditions of development as may be necessary to fully determine the development, even though such development does not comply in all respects to the development standards of the B-3 General Business District, provided:
 - (1) No development shall be commenced until a master plan and conditional use permit have been approved by the town council.
 - (2) Before any permit shall be issued for the erection of a permanent building in a proposed planned commercial development, final site plan approval shall be required in accordance with article XXI.
 - (3)

The maximum ratio of residential development square footage to the square footage of the overall development shall be provided as a condition of development. The applicant shall demonstrate on the master plan that an adequate balance between residential and non-residential uses shall be maintained during the period of construction/development.

- (4) For residential uses within a planned commercial development, the dwelling unit density shall not exceed 30 dwelling units per gross acre.
 - (5) Required off-street parking may be decreased by no more than 20 percent. Any credit towards reduction of off-street parking requirements allowed elsewhere within this chapter shall be counted towards any reduction allowance set forth herein.
 - (6) One or more major features of the development, such as unusual natural features, yard spaces, open spaces and building types and arrangements, are such as to justify application of this section rather than a conventional application of the other regulations of the B-3 General Business District.
 - (7) The total development area, whether existing as a single parcel or multiple adjacent parcels is at least ten acres and is of sufficient size in the location proposed as to permit development of an internal environment, which, if different from designs otherwise permitted in the B-3 General Business District, will not adversely affect existing and future development in the surrounding area.
 - (8) Materials submitted, drawings, descriptions, development standards, and the like are sufficiently detailed to ensure compliance with the purpose of this section.
 - (9) The development is designed to promote harmonious relationships with surrounding adjacent and nearby developed properties, and, to this end, may employ such design techniques as may be appropriate to a particular case, including use of building types, heights, orientation and spacing and setback of buildings, careful use of topography, maintenance of natural vegetation, location of recreation areas, open spaces and parking areas, grading, landscaping and screening.
 - (10) Provisions shall be made to ensure that private common areas of the development shall be maintained in a satisfactory manner without incurring public expense.
- (c) Procedures and general standards for approval of an application under this section shall be the same as those for a conditional use permit as provided for in article I of this chapter.

(Ord. No. 2019-6, 6-25-2019)

Secs. 42-342—42-368. - Reserved.

1127 212
WILLIAM R FRYE
2168 WINTERGREEN DRIVE VA 24141
RADFORD

JUL 17 2000

BOOK 1127 PAGE 212

THIS DEED, dated this 6th day of June, 2000, by and between Lisa LYNN, ADMINISTRATRIX OF THE ESTATE OF CLYDE W. LYNN, SR., by Court Order dated July 7, 1999, Grantor; and William R. FRYE and Susan S. FRYE, husband and wife as tenants by the entirety with the common law right of survivorship, whose address is 2168 Wintergreen Drive, Radford, Virginia 24141, Grantees;

PROVIDES:

THAT FOR TEN DOLLARS (U.S.\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor does hereby convey, with General Warranty and English Covenants of Title, unto the Grantees, William R. Frye and Susan S. Frye, husband and wife as tenants by the entirety with the common law right of survivorship **ALL** those certain lots, tracts, or parcels of land, with the improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Town of Christiansburg, Riner Magisterial District of Montgomery County, Virginia, on the northerly side of Route 11, being Lots Numbers One (1), Two (2), Three (3), Four (4), Five (5), Six (6), Seven (7), Thirty-Six (36), Thirty-Seven (37), Thirty-Eight (38), Thirty-Nine (39), Forty (40), and Forty-One (41), of the "Willow Spring Farm", as more particularly shown and described on that certain map entitled "Willow Spring Farm Christiansburg, Virginia S. E. Hancock, Owner To be sold at auction May 7, 1946 by C. A. Johnson Land Co.", made by J. W. Hartenstine, C. E., as copied for record by Childress Hall, County Surveyor, which map is of record with a Certificate of Sub-Division in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book 141, at Page 184;

AND BEING all that same real property acquired by the following instruments: (1) Deed dated June 24, 1969 from J. T. Hamlin and Bertha Mae

HARRIET D. DORSEY
ATTORNEY AT LAW
BLACKSBURG, VIRGINIA

005323

Hamlin, his wife, to Clyde Lynn and Janie B. Lynn, his wife, recorded in the said Clerk's Office in Deed Book 294, at Page 816, and (2) Deed dated May 14, 1987 from Ruby S. Dowdy and Irvin Thomas Dowdy, her husband, to Clyde W. Lynn and Janie B. Lynn, his wife, recorded in the said Clerk's Office in Deed Book 572, at Page 315.

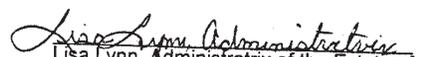
Janie B. Lynn died on June 26, 1990 vesting title to the above stated property in Clyde W. Lynn, Sr., widower, as surviving tenant by the entirety and/or Joint Tenant.

Clyde W. Lynn, Sr., died on November 1, 1996 leaving as his heirs, Lisa M. Lynn, widow, Clyde Lynn, Jr., son, Karen Denise Lynn Smith, daughter, and Connie Mack Lynn, son.

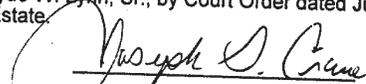
Tax ID #5595; Tax Map No. 525-2 40.
Tax ID #11595; Tax Map No. 525-2 1-7,36-39,41.

THIS CONVEYANCE IS MADE SUBJECT TO all easements, restrictions and conditions of record affecting the conveyed property or any part thereof.

WITNESS the following signature:


Lisa Lynn, Administratrix of the Estate of
Clyde W. Lynn, Sr., by Court Order dated
July 7, 1999

COMMONWEALTH OF VIRGINIA :
COUNTY OF MONTGOMERY :
ACKNOWLEDGED BEFORE ME this 9 day of June, 2000, by Lisa
Lynn, Administratrix of the Estate of Clyde W. Lynn, Sr., by Court Order dated July
7, 1999, for and on behalf of the said Estate.


NOTARY PUBLIC

HARRIET D. DORSEY
ATTORNEY AT LAW
BLACKSBURG, VIRGINIA

My Commission Expires:

9/30/03

[Seal]

/re/2006 deed.doc

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BOOK 1127 PAGE 214

VIRGINIA: In the Office of the Circuit Court of Montgomery County
9 day of June, 2008. The foregoing
instrument was this day presented in said Office and with certificate
annexed admitted to record at 4:08 o'clock p. M. The taxes
imposed by Sec. 58.1-602 of the Code of Virginia in the amount of
\$ 187.00 have been paid to this office.

Teste:

ALLAN C. BURKE, Clerk
By Claudia Atwood

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of May 23rd, 2023, between William R. Frye and Susan S. Frye 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 Montgomery, Virginia, and described as:

Offering # 1 - Portion of Tax ID 525-2 40 Parcel A; Parcel ID 011595; Willow Springs; Consisting of +/- 0.93 acres; Radford Street

Offering # 2 - Portion of Tax ID 525-2 40 Parcel B; Parcel ID 011595; Willow Springs; Consisting of +/- 1.10 acres; Radford Street

Offering # 3 - Portion of Tax ID 525-2 40 Parcel C; Parcel ID 011595; Willow Springs; Consisting of +/- 1.00 acres and Tax ID 525-2 40; Parcel ID 005595, Portion of same; Radford St and Silver Lake Rd

More Commonly Known As: Radford Street (Route 11) and Silver Lake Rd. NW
Christiansburg VA 24073

- 2. 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.
- 3. Deposit.** Purchaser has made a deposit with the Auction Company, of \$20,000 per offering (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.
- 4. Settlement Agent and Possession.** Settlement shall be made at Attorney of Purchasers Choice on or before September 11th, 2023 ("Settlement Date"). Possession shall be given at Settlement.

5. Required Disclosures.

(a) **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.

(b) **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.

(c) **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.

6. 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, 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 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) **Survey** – Subject to survey being recorded on or before closing.

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

MCP Holdings LLC, by and through Michael J. Perdue (Seller) 05/23/2023

MCP Holdings LLC, by and through Carolyn L. Perdue (Seller) 05/23/2023

Andrew Weikel

Purchaser Name
365 Roudabush Drive; Christiansburg VA 24073

Address
540-315-6462 _____ aweikel7@gmail.com
Phone # Email

(Purchaser signature) 05/23/2023

David Marone

Purchaser Name
906 McBryde Lane; Blacksburg VA 24060

Address
540-750-5875 _____ david.marone@gmail.com
Phone # Email

(Purchaser signature) 05/23/2023

Owners

Owner1	FRYE WILLIAM R
Owner2	FRYE SUSAN S
Mailing Address	2168 WINTERGREEN DR
Mailing Address2	
City, State, Zip	RADFORD VA 24141

Parcel

Tax Map Number	525- 2 1-7,36-3*
Property Address	1135 RADFORD ST
City, State, Zip	CHRISTIANSBURG VA 24073
Neighborhood Code	CC400000
Class Code/Description	4000/Commercial/Industrial
Use Code/Description	499/OTHER COMMERCIAL STRUCTURES
Primary Zoning Code/Desc	B3/BUSINESS, GENERAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	1127-0212
Notes:	OFFICE IN VERY
Notes:	POOR SHAPE. OLD HOUSE 22 X 28 NCV
Notes:	
Notes:	3
Notes:	

Legal Description

Legal Description 1	WILLOW SPRINGS FARM
Legal Description 2	LOTS 1-7 36-39 41
Tax District Code/Description	CR/CHRISTIANSBURG/RINER
Deeded Acres	0
Deed Book	1127
Page	0212

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
01-JAN-2000	\$187,000	FRYE WILLIAM R		1127	0212

Sale Details

Sale Date	01-JAN-2000
Sale Key	28139
Sale Price	\$187,000.00
Grantee	FRYE WILLIAM R
Grantor	
Book	1127
Page	0212
Sale Type	
Sale Source	D-DEED BARGIN SALE
Sale Validity	-

Assessed Values

Assessed Land	\$430,700
Assessed Buildings	\$0
Total Assessed Value	\$430,700
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2023 through Dec 31, 2026
Values are subject to change due to additions or subtractions that occur to a parcel

Tax Rate for 2023 is 70 cents per \$100.

