



# 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** – Phillip A. Webb and Spencer R. Webb

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

**AUCTION DATE** – Wednesday, March 4<sup>th</sup>, 2026 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 Co. located at 102 S. Locust St., Floyd, VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

+/- 0.77 acres and improvements; Parcel ID: 16699; Map #: 104C2-4-23; KOPPER KETTLE LOTS 23-24-25 ST JOHN ADD; Deed Book: 2018 Page 1735; Zoned BS – Business, General

**Address:**

19462 Lee Highway, Abingdon, VA 24210

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, March 4<sup>th</sup>, 2026 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, April 20<sup>th</sup>, 2026**. 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
South Carolina Real Estate Sales Person License #	139344
Florida Real Estate Sales Person License #	SL3618959
Florida Auctioneer License #	AU5414

**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



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



**Auction Services**

# Contour

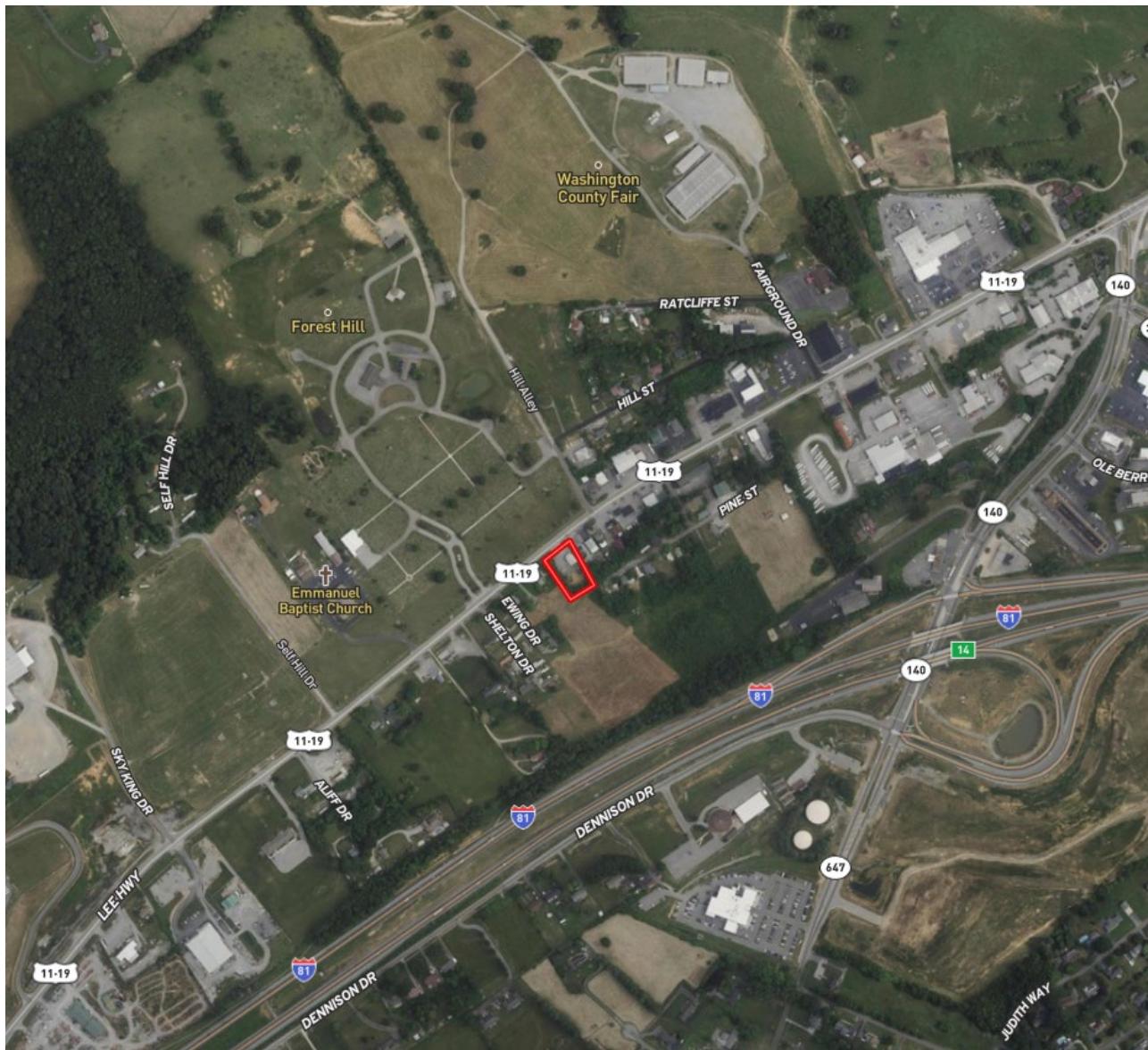


\*\* Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries.\*\*



# Neighborhood

19462 Lee Highway  
Abingdon, VA 24210

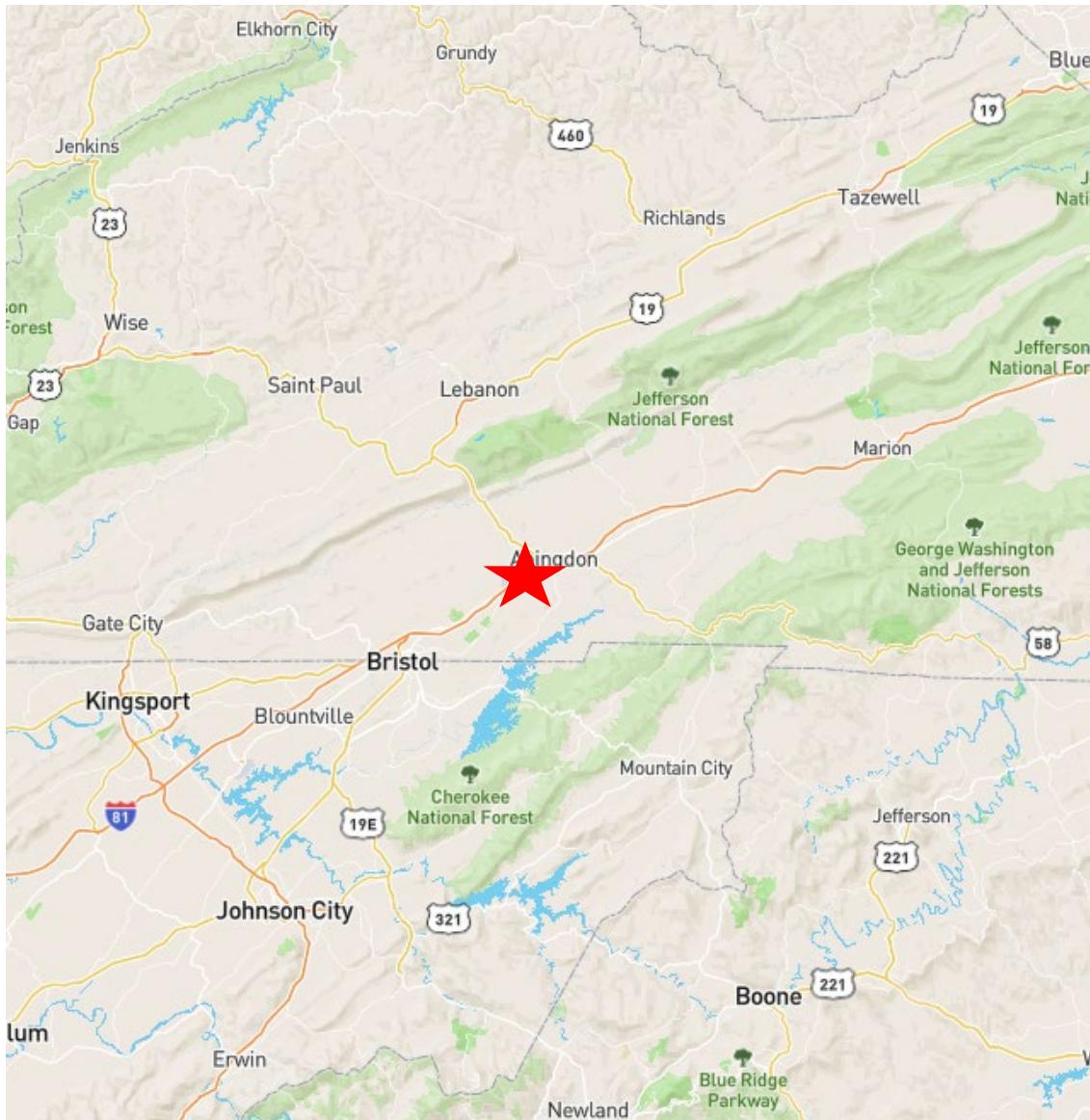




## Auction Services

# Location

19462 Lee Highway  
Abingdon, VA 24210



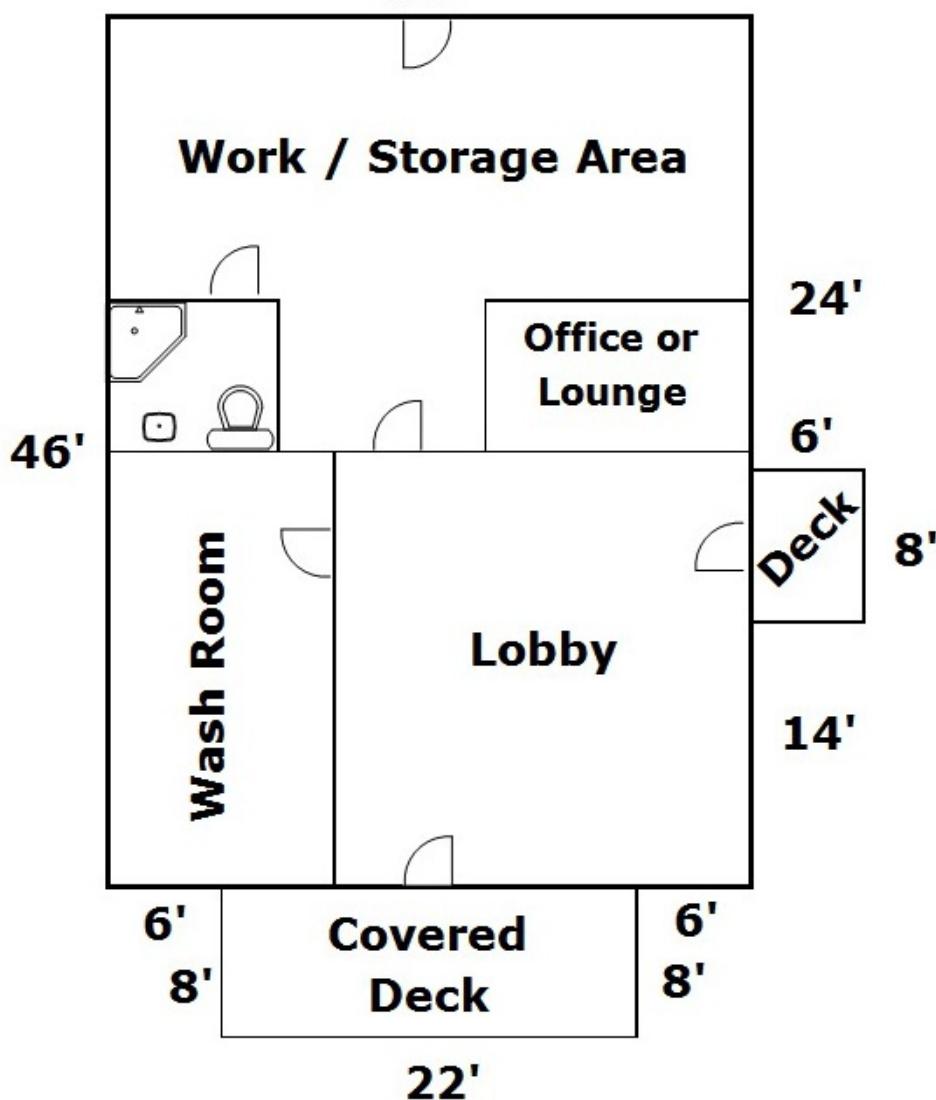


## Auction Services

# Floor Plan

### General Floorplan - 1,564 SQ. FT.

**Steel frame, metal commercial building. Built in 2020.  
3 mini splits / heating & cooling; 16' ceiling in center;  
Concrete slab; Epoxy finish concrete floors w/ drains;  
LED Lighting; Public Water/Sewer. Gravel Lot; 200 amp.  
34'**

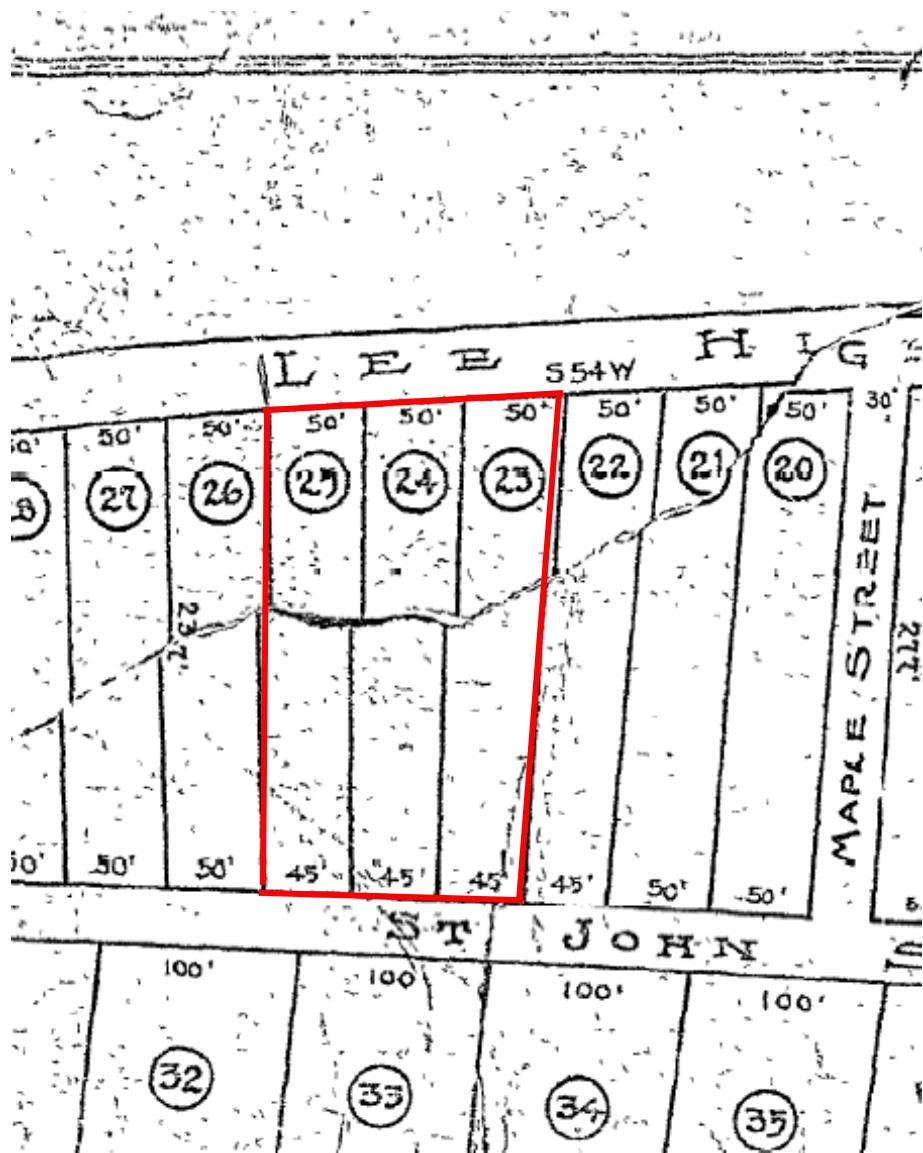




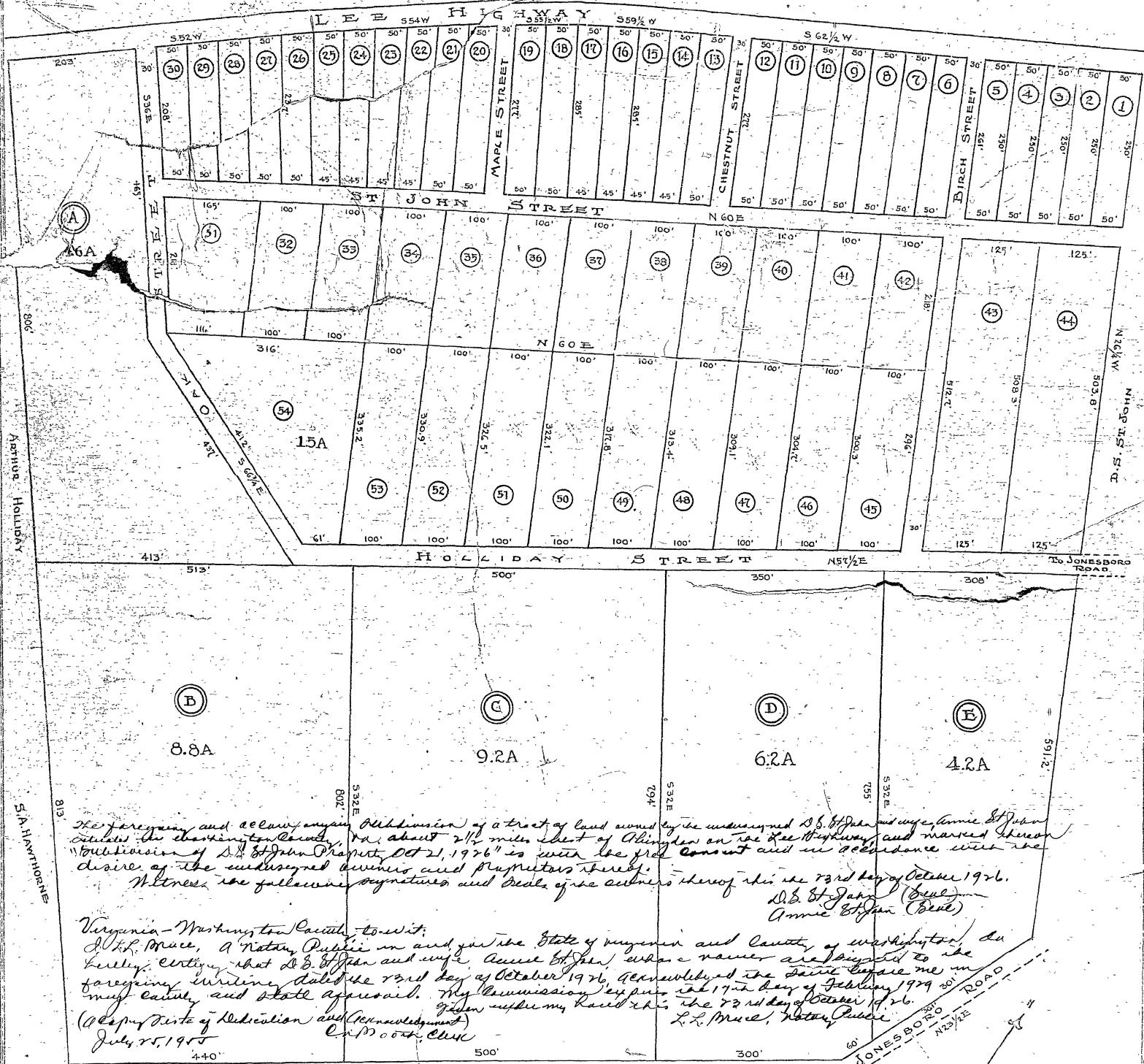
# Survey

+/- 0.77 AC

## Auction Services



6  
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Virginia - Washington County, to-wit:

Virginia - Having now fully considered  
J. L. Bruce, a Notary Public in and for  
Leroy, certifying that D. B. Johnson and wife  
foreign citizens, dated the 7<sup>th</sup> day  
of March, and state affidavits. My  
mug exactly and state affidavits. My  
(Leaving Date of Dedication and Acknowledgment) <sup>of</sup> D. B. Johnson  
July 15, 1975 C. P. B. O. O. C. Clerk

July 25, 1952

SUBDIVISION  
D. S. ST. JOHN PROPERTY  
AT AUCTION  
October 21<sup>st</sup>  
1926

H. JUSTICE

SCALE  
100' = 1 INCH  
N. P. Oglesby  
Surveyor.

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$$(\widehat{\mathcal{L}_0} \circ \widehat{\mathcal{L}_1} \circ \widehat{\mathcal{L}_2})^{(1,1,1)} = \mathcal{L}_0$$

10

*Deed Prepared by:*  
**ELY LAW GROUP, P.C.**  
 Brian M. Ely, VSB#37370  
 597 East Main Street  
 Abingdon, Virginia 24210

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Title Insurance Underwriter: *Fidelity National Title Ins. Co.*

Tax Map No. 104C2-4-23

Consideration: \$77,500.00

Tax Assessed Value: \$77,500.00

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THIS DEED, made and entered into this the 12<sup>th</sup> day of April, 2018, by and between  
**NANCY D. PAYNE**, hereinafter referred to as "Grantor", and **PHILLIP A. WEBB** and  
**SPENCER R. WEBB**, husband and wife, hereinafter referred to as "Grantees".

**WITNESSETH:**

THAT FOR and in consideration of the sum of Seventy-Seven Thousand Five Hundred Dollars (\$77,500.00), the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantees, as tenants by the entirety with right of survivorship as at common law, with covenants of **GENERAL WARRANTY** and **ENGLISH COVENANTS OF TITLE**, the following property:

All those certain lots or parcels of land lying and being on the south side of Lee Highway in Washington County, Virginia, approximately 1-1/2 miles west of the Town of Abingdon, in the Madison Magisterial District, more particularly described as follows:

Being that portion of Lots Nos. Twenty-Three (23), Twenty-Four (24) and Twenty-Five (25) in the D. S. St. John Subdivision lying south of said highway as now located, a plat of said subdivision, dated October 21, 1926, is of record in the Clerk's Office of the Circuit Court of Washington County, Virginia in Plat Book 2, page 9.

BEING the same property conveyed to John Milton Payne, Jr. and Nancy D. Payne, husband and wife, by Deed dated November 14, 1966, of record in the aforesaid Clerk's Office in Deed Book 418, page 25. John Milton Payne died May 12, 2000, leaving Nancy D. Payne as his sole heir at law, according to List of Heirs of record in Will Book 162, page 1340.

This conveyance is made subject to all existing easements, conditions, rights of way and restrictions of record as may affect the title to said property, and to matters visible upon inspection. Additionally, this conveyance is subject to that Approach Surface and Transition Surface Easement to Virginia Highlands Airport Commission dated November 7, 2003, of record in Instrument Number 000044754.

Real property taxes for the year 2018 shall be pro-rated between the parties hereto.

IN WITNESS WHEREOF, by signature and seal.

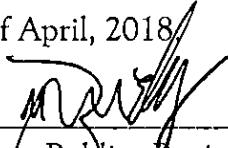
Nancy D. Payne (SEAL)  
NANCY D. PAYNE

STATE OF VIRGINIA  
COUNTY OF WASHINGTON, to-wit:

I, the undersigned, a Notary Public in and for the state and county aforesaid, do hereby certify that Nancy D. Payne, whose name is signed to the foregoing writing, has acknowledged the same before me in my jurisdiction aforesaid.

Given under my hand this 12<sup>th</sup> day of April, 2018



  
Notary Public. Registration #: \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

Grantees' mailing address:

Phillip A. Webb  
Spencer R. Webb

17289 Rich Valley Rd.  
Abingdon, VA 24210

VIRGINIA: IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF WASHINGTON COUNTY  
INSTRUMENT # 18000735  
WAS RECORDED ON 4/16/18 AT 855 AM  
\$77.50 GRANTOR TAX WAS PAID AS REQUIRED BY  
558.1-802 OF THE CODE OF VIRGINIA  
STATE: 38.75 LOCAL: 38.75  
PATRICIA S. MOORE, CLERK  
RECORDED BY B. Manning, D.C.

## PROPERTY

## Parcel Information

Parcel Record Number (PRN) **16699** Town/District **MADISON**  
 Account Name **WEBB PHILLIP A & SPENCER R**  
 Account Name2  
 Care Of  
 Address1 **17289 RICH VALLEY RD**  
 Address2  
 City, State Zip **ABINGDON, VA 24210**  
 Business Name  
 Location Address(es) **19462 LEE HWY**

## Assessed Values

Type	2025 Reassessment Value	Previous Value (2024)
Land	<b>\$93,000</b>	<b>\$75,000</b>
Main Structures	<b>\$89,500</b>	<b>\$64,700</b>
Other Structures	<b>\$2,500</b>	<b>\$2,500</b>
<b>TOTALS</b>	<b>\$185,000</b>	<b>\$142,200</b>

NOTE: Previous value shows total improvements as Main Structures value.

## Map Number

Map Number	Sheet	Insert	DoubleCircle	Block	Lot	SubLot
<b>104C2-4-23</b>	<b>104</b>	<b>C2</b>	<b>4</b>			<b>23</b>

Total Acres **0.77**  
 Deed **D-2018-1735**  
 Additional Deed  
 Will **NONE**  
 Plat **P-2-9**  
 Additional Plat  
 Route  
 Legal Desc 1 KOPPER KETTLE LOTS 23-24-25 ST JOHN ADD  
 Legal Desc 2  
 Zoning B2 - BUSINESS, GENERAL  
 State Class 4 - COMMERCIAL/INDUSTRIAL  
 Topology LEVEL  
 Utilities NONE

## Sales History

Grantor	Sale Price	Instrument	Number of Tracts	Sale Date
PAYNE NANCY D	\$77,500	DEED-2018-1735	1	04/16/2018

## Land Segments

Seg	Description	Size	AdjRate	Value	Water	Sewer
1	COMMERCIAL	.77	\$93,000	\$93,000	PUBLIC	SEPTIC

## Land Use

SegmentType	LandUseClass	LandUseClassDesc	Acreage	RatePerAcre	ValueCurrentAssessedLandUse
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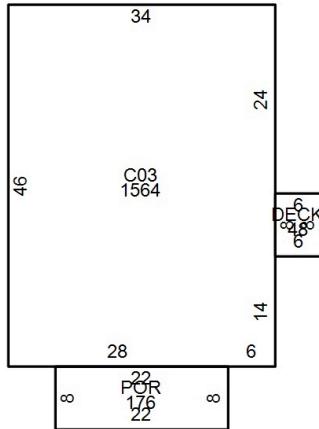
#### Main Structures

Main Structure 1	Main Structure Value	\$89,500	Rooms	3
	Bedrooms	0	Heated Sq Ft	1,564
			Occupancy	COMMERCIAL PROPERTY

#### Main Structure Photo



#### Main Structure Sketch



#### Main Structure Attributes

Type	Code	# Of
A/C	CENTRAL AIR CONDITIONING	1,564
BASEMENTS	CRAWL SPACE	
CARPORTS	NONE	1
ELECTRIC	ELECTRIC	1,564
EXTFIN	METAL SIDING	1,564
FLOOR	CONCRETE	1,564
FOUNDATION	CINDERBLOCK	
FUEL	ELECTRIC	1,564
GARAGES	NONE	1
GAS	NO PUBLIC GAS	1,564
HEAT	HEAT PUMP	1,564
PLUMBING	FULL BATHS	1
PLUMBING	HALF BATHS	
ROOF MATERIAL	METAL	1,564
ROOF TYPE	GABLE	1,564
WALL	METAL	1,564

#### Main Structure Sections

Sec	% Cmpl	Class	Description	Area	Story Hgt	Yr Built	Eff Yr
1-0	100	C03	RETAIL-METAL	1,564	1.00	2020	2020

2-0	100	DECK	DECK	48	1.00	2020	2020
3-0	100	POR	PORCH	176	1.00	2020	2020

#### Other Structures

Sec	Description	Class	Area	Story Height	YearBlt
1	GARAGE	I290	396	1.00	0

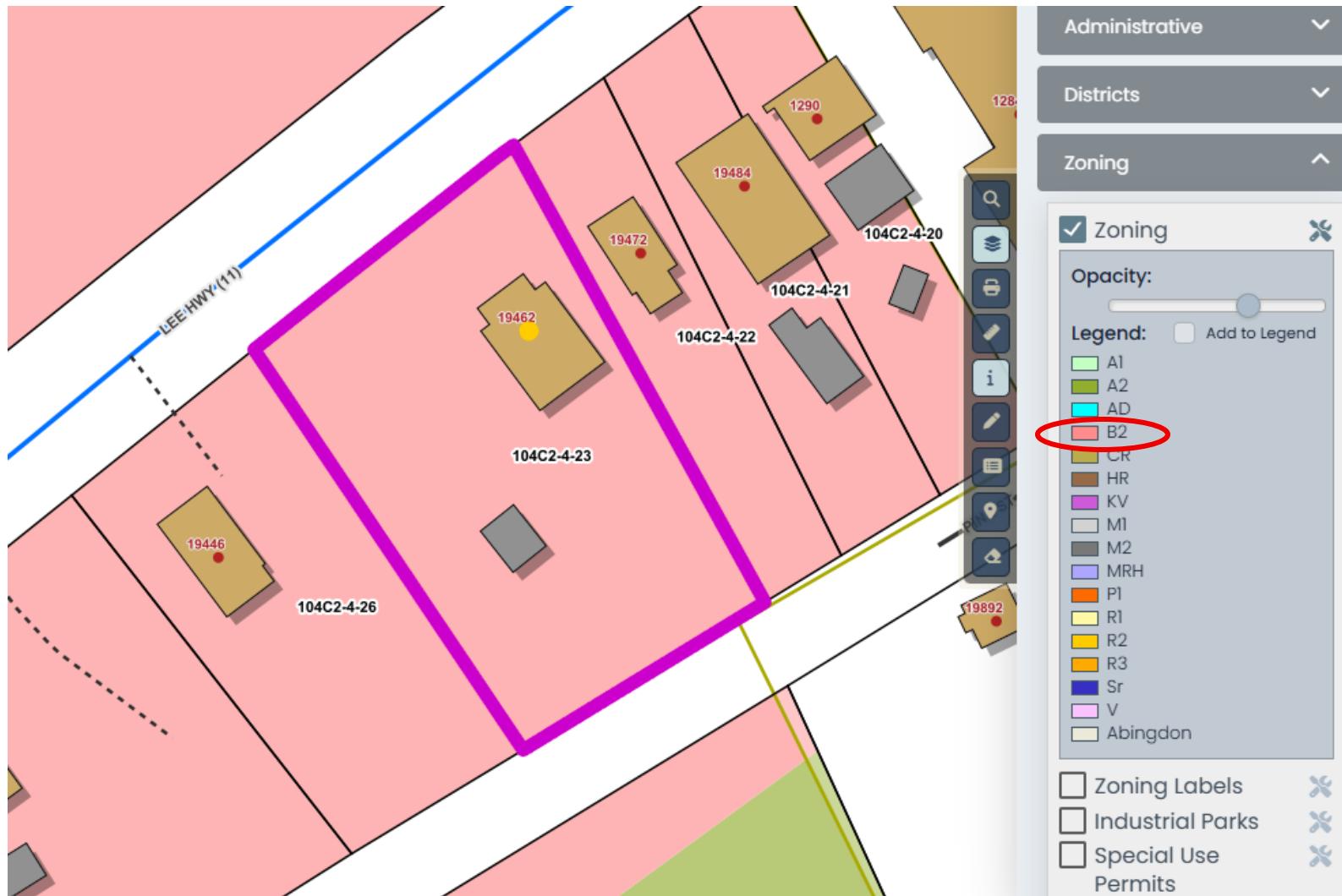
Data last updated: 01/10/2026

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 Concise Systems, LLC \* www.concisesystems.com \* (540)776-1800 \* sales@concisesystems.com



# Zoning Map

## Auction Services



**\*\* Property is zoned B-2 \*\***

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of March 20th, 2026, between Phillip A. Webb and Spencer R. Webb 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 Washington, Virginia, and described as:
- 2. Legal Description –**

+/- 0.77 acres and improvements; Parcel ID: 16699; Map #: 104C2-4-23; KOPPER KETTLE LOTS 23-24-25 ST JOHN ADD; Deed Book: 2018 Page 1735; Zoned BS – Business, General

**More Commonly Known As** – 19462 Lee Highway, Abingdon, VA 24210

- 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 Attorney or Title Company of Purchasers Choice on or before April 20th, 2026 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

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

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

**6. 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,

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

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

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, 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.

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

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

(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.

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.

---

Phillip A. Webb (Seller)

Date

---

Spencer R. Webb (Seller)

Date

---

Purchaser Name

---

Address

---

Phone #

---

Email

---

(Purchaser signature)

Date

---

Purchaser Name

---

Address

---

Phone #

---

Email

---

(Purchaser signature)

Date

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

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

EST 190001514

Prepared by:  
Cameron S. Bell  
Penn, Stuart & Eskridge  
P.O. Box 2288  
Abingdon, VA 24212  
VSB No. 47685

Tax Map Parcel Number: 104C2-4-23

*The Grantor is exempt for recordation and tax pursuant to  
Sections 58.1-811(A)(3) and 58.1-811(C)(4) of the Code of Virginia, as amended*

DEED OF EASEMENT

THIS DEED OF EASEMENT, made and entered into this 9<sup>th</sup> day of  
February 2019, by and between Town of Abingdon, Virginia ("Town") and Phillip A. and  
Spencer R. Webb ("Webb").

WITNESSETH:

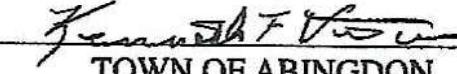
That for and in consideration of ten dollars (\$10.00) and other good and  
valuable consideration, the receipt of which is hereby acknowledged, the Town does  
hereby grant and convey to Phillip A. and Spencer R. Webb and its successors and  
assigns a non-exclusive twenty-five ("25") foot wide temporary construction easement  
and non-exclusive fifteen ("15") foot wide permanent easement in the Town of Abingdon  
described as:

Beginning at the southeastern corner of the Webb property and extending  
northeast and parallel with the Pine Street right-of-way approximately 200 feet, and as  
depicted as "PRIVATE MAINTENANCE EASEMENT" on Attachment A, for the  
installation, maintenance, operation, replacement and repair of a lateral sewer line.

The parties further agree as follows:

1. The construction and installation of the lateral sewer line shall conform to all Town, state and federal sewer line requirements. The connection of the lateral sewer line to the Town's main sewer line is subject to those requirements and the Town's sole discretion.
2. The lateral sewer line installed pursuant to this Easement shall be and remain the property of Webb.
3. The Town shall not install, maintain, operate, replace or repair the lateral sewer line and shall have no responsibility whatsoever regarding the lateral sewer line.
4. Webb covenants and agrees to indemnify, protect, defend and forever hold harmless the Town and its agents, and each of them, from and against any and all damages (including but not limited to consequential damages), losses, injuries, liabilities, costs, expenses, claims, actions and liabilities whatsoever, arising from or growing out of, in whole or in part, directly, indirectly or otherwise, this Easement, and/or any and all exercise(s) of the rights assumed in connection herewith.
5. This instrument contains all the agreements between the parties relating to its subject matter. No representations or statements, verbal or written, have been made which are inconsistent with the terms of this deed.

WITNESS the following signature and seal:

  
(SEAL)  
TOWN OF ABINGDON

COMMONWEALTH OF VIRGINIA

COUNTY OF WASHINGTON, to wit:

The foregoing Deed of Easement was acknowledged before me this 9<sup>th</sup>  
day of February, 2019, by Kenneth F. Vittum.

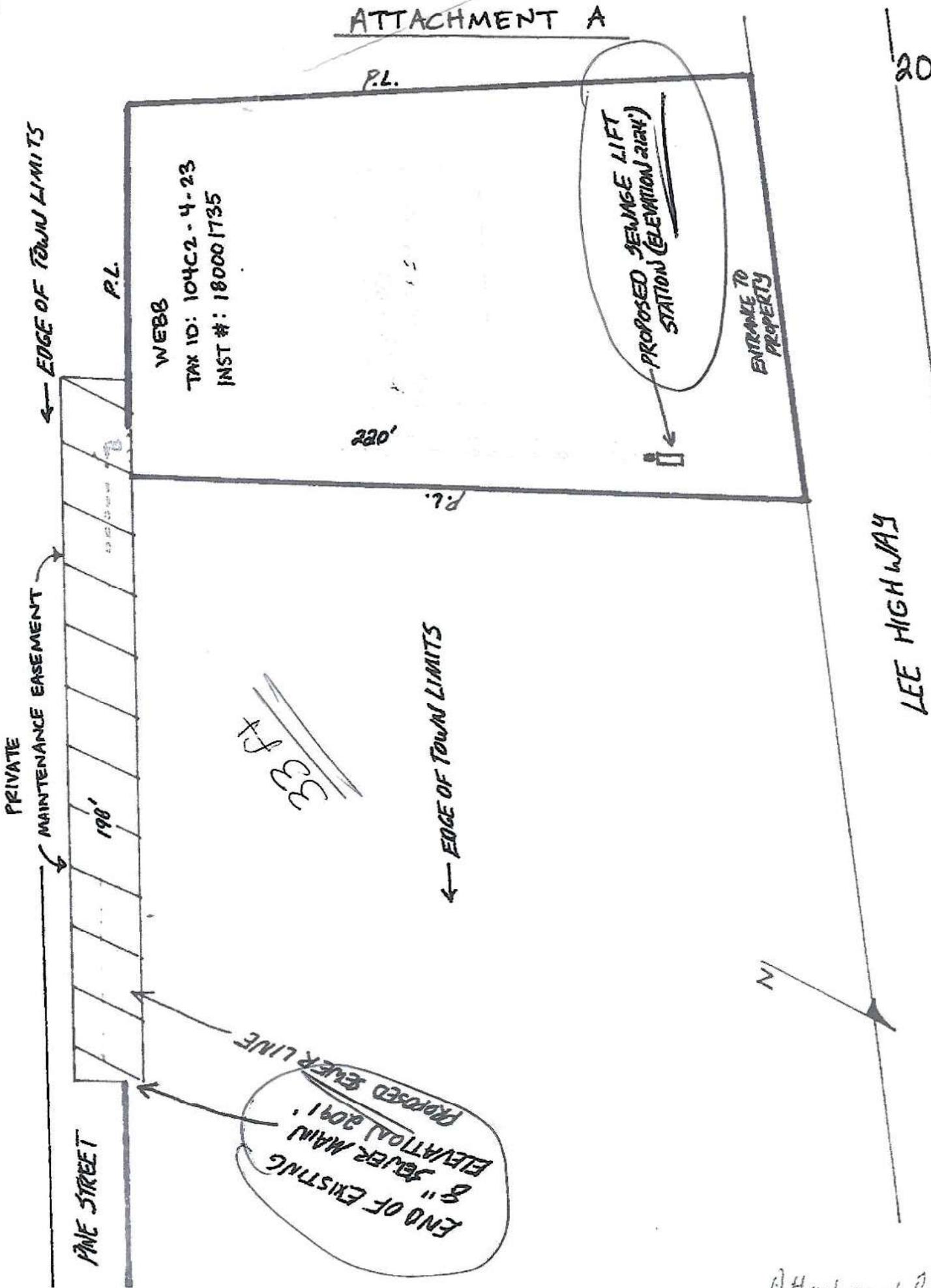
  
Notary Public  
Notary Registration No. 186904

My commission expires: 8-31-20

8-31-20

INSTRUMENT 190001514  
RECORDED IN THE CLERK'S OFFICE OF  
WASHINGTON COUNTY CIRCUIT ON  
APRIL 12, 2019 AT 09:20 AM  
PATRICIA S. MOORE, CLERK  
RECORDED BY: HSD

ATTACHMENT A



## APPROACH SURFACE AND TRANSITION SURFACE EASEMENT

THIS INDENTURE made this 7<sup>th</sup> day of November, 2003 by and between NANCY D. PAYNE, hereinafter referred to as GRANTOR, and the VIRGINIA HIGHLANDS AIRPORT COMMISSION, Owners of the Virginia Highlands Airport, hereinafter referred to as GRANTEE.

## WITNESSETH

THAT WHEREAS the said GRANTORS are of lawful age, legally capable of disposing of property, and are the Owners of fee simple title to that certain tract of land shown on the attached Exhibit (65) dated August, 2002, which is attached hereto and made a part hereof, and more particularly described as follows: All those three (3) certain lots or parcels of land lying and being on the South side of the Lee Highway in Washington County, Virginia, about 1 1/2 miles West of the Town of Abingdon, and being that portion of Lots Nos. Twenty-three (23), Twenty-four (24) and Twenty-five (25) in the D.S. St. John Subdivision, a plat of which subdivision, dated October 21, 1926, is of record in the Clerk's Office of the Circuit Court of Washington County, Virginia in Plat Book 2, Page 9 and as referenced on Tax Map No. 104C2-4-23.

FURTHER WITNESSETH, that for and in consideration of the sum of Five Dollars (\$5.00), cash in hand paid, and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged by the parities of the first part, the said Grantor does hereby grant, bargain, sell and convey a permanent avigation easement containing 0.77 acre to the Grantee over the portion of the property of the Grantor shown on the attached Exhibit for the purposes of the Virginia Highlands Airport. The minimum elevation of the easement shall be the elevation of the FAR Part 77 approach surface. The approach surface shall be a slope beginning 200 feet from the runway end at a width of 500 feet and extending outward from the runway end a distance of 10,000 feet along the extended centerline of the runway to a width of 3,500 feet, beginning at an elevation of 2,087 feet MSL, and extending at a slope of one (1) foot rise for every thirty four (34) foot horizontal distance along the extended centerline. The minimum elevation of the approach surface shall be 2,167 feet MSL at the western-most corner of the approach surface in the line of the property conveyed above to Grantee, 2,167 feet MSL at the southern-most corner of the approach surface, 2,172 feet MSL at the eastern-most corner of the approach surface and 2,173 feet MSL at the northern-most corner of the approach surface.

The purpose of this easement shall be for the benefit of the Grantee and the public in its use of the Virginia Highlands Airport. To that end, the Grantor shall not hereafter erect or permit the erection of any structures, growth of any trees or other objects within or upon said 0.77 acre area within the vertical area included in the easement. The Grantee shall have the right to take any action necessary to prevent the erection or growth of any structure, tree or other object into the airspace included in the vertical space of the easement and to remove from such airspace, or to mark or to light as obstructions to air navigation, in its sole discretion, any and all structures, trees or other objects. The Grantee shall have a permanent right of ingress to, egress from and passage over the land to which the easement applies for any purposes in connection with this easement as stated herein.

100004754

Further, for the consideration as set out above, Grantor does hereby grant unto the Grantee a right to fell all trees which are located within the limits of the easement area as of the execution of this Deed of Easement or at any later time. Grantee shall have the additional right to cut trees to a height ten (10) feet below the minimum elevation of the easement, so as to keep the trees below the Described surface area.

Further, trees that are removed shall be disposed of off the property. Stumps resulting from the tree removal shall be lowered to twelve (12) inches below ground and the disturbed area shall be graded to drain. Trees removed from grassed areas shall have the disturbed area seeded.

Further, for the consideration as set out above, Grantor does hereby grant unto the Grantee for the use and benefit of the public a right of flight for passage of aircraft in the airspace at or above the minimum elevation of the avigation easement together with the right to cause in said airspace such noise, vibrations and fumes as may be inherent in or useful for the operation of aircraft used in the airspace for landing at, taking off from, or operation at or near the airport.

Further, for the consideration as set out above, Grantor does hereby agree to preclude and prevent the construction or development of facilities that will create electronic interference with airport or navigational aids, and to preclude and prevent construction or development of facilities that will result in directed lighting or glare from the property onto the airport.

TO HAVE AND TO HOLD said easement and all rights appertaining thereto unto the Grantee, its successors and assigns forever with the understanding that these covenants and agreements shall be binding upon the heirs, administrators, executors, and assigns of Grantors, and that these covenants and agreements shall run with the land.

IN WITNESSETH WHEREOF, The GRANTORS have set their hand and seal this  
7<sup>th</sup> day of NOVEMBER, 2003.

Nancy Payne (SEAL)  
\_\_\_\_\_  
(SEAL)

COMMONWEALTH OF VIRGINIA

COUNTY OF Washington

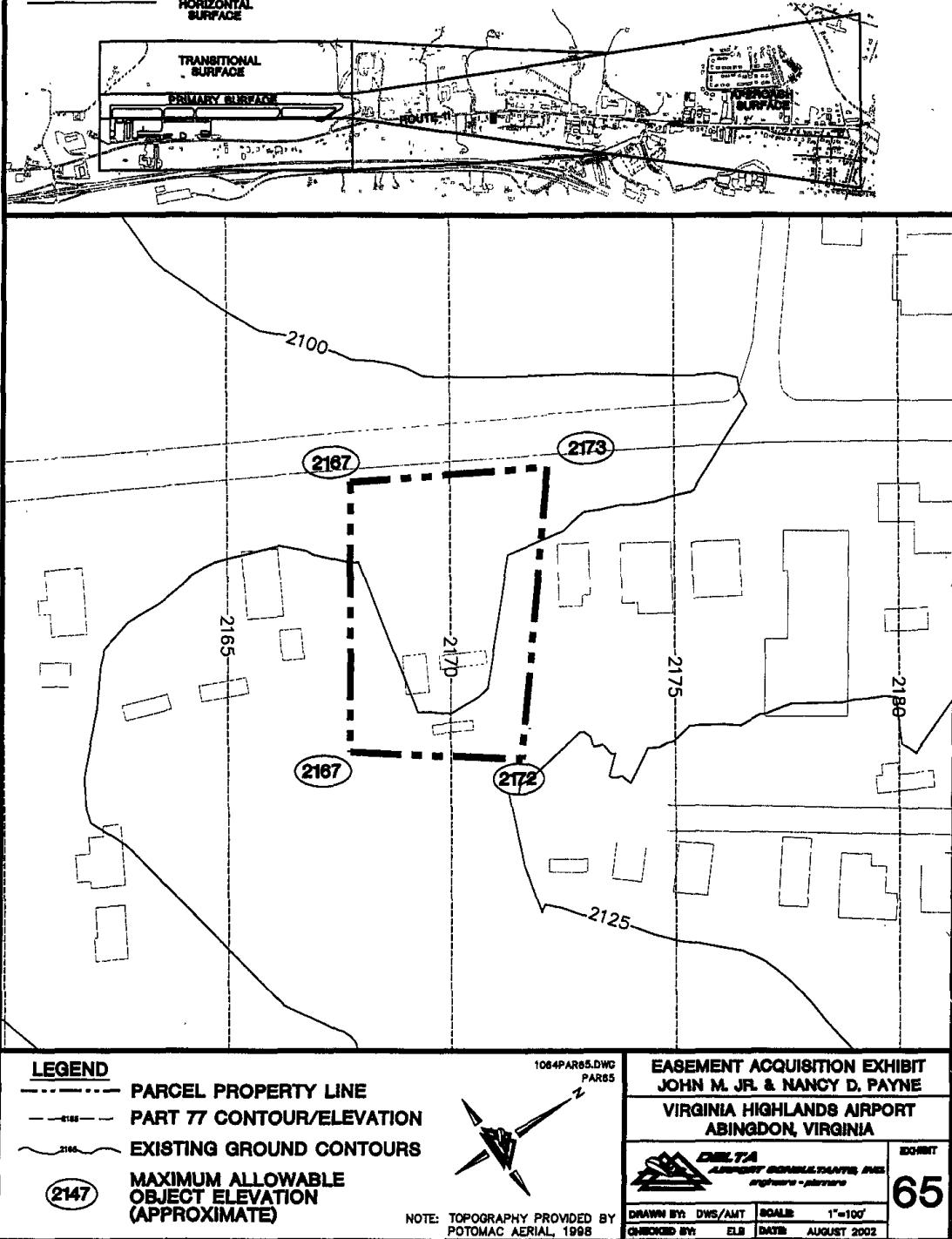
Acknowledged before me by Nancy Payne,  
this 7<sup>th</sup> day of November, 2003.

Nancy Payne  
Notary Public

My Commission Expires July 31, 2006.

INSTRUMENT #000044754  
RECORDED IN THE CLERK'S OFFICE OF  
WASHINGTON COUNTY ON  
DECEMBER 9, 2003 AT 11:00AM  
KATHY P. CRANE, CLERK

BY: Kathy Morefield (DC)

**VICINITY MAP**HORIZONTAL  
SURFACE

*Footnotes:*

--- (11) ---

**Cross reference**— *Businesses, ch. 18.*

Sec. 66-471. - Statement of intent.

Generally the B-2 general business district covers that portion of the community intended for the conduct of governmental, professional and general commercial (predominately retail) business to which the public requires direct and frequent access, but which is not generally 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 or congregation of people and passenger vehicles. Other uses of a predominately nonretail commercial character or those which may significantly contribute to nuisance factors may be permitted in the B-2 general business district by special exception on a case-by-case basis after evaluation of the relative impact of such uses or activities on the surrounding area and establishing mitigating conditions for such uses where deemed necessary.

(Code 1997, § 66-541; Ord. No. 98-8, § 1(66-541), 7-27-1998)

Sec. 66-472. - Permitted uses and accessory uses and structures.

(a) *Permitted uses.* In the B-2 general business district, structures to be erected or land to be used shall be for one or more of the following permitted uses:

- (1) A single dwelling unit appurtenant to and contained within a business, primarily intended for the use of the individual who is responsible for the operation or protection of the business. No such dwelling unit shall be permitted appurtenant to and contained within any use subject to special exception unless specifically provided for within the permit.
- (2) Accounting, auditing and bookkeeping services.
- (3) Advertising agencies.
- (4) Apparel and accessory stores.
- (5) Art dealers and galleries.
- (6) Auctioneering services.
- (7) Audio and video sales, services and rental stores.
- (8) Automobile and motorcycle sales and service.
- (9) Automotive repair garages and automotive fuel service stations, with or without convenience stores.

- (10) Bail bonding.
- (11) Bakeries and baked-goods shops.
- (12) Banks and savings and loan associations, and establishments performing functions closely related to banking, including, but not limited to, credit unions, finance companies and security brokers.
- (13) Beauty shops and barbershops.
- (14) Blueprinting and photocopying services.
- (15) Boat, watercraft and recreational vehicle and trailer sales and services.
- (16) Bookstores.
- (17) Building and construction contractor's office.
- (18) Business office supply stores.
- (19) Camera and photographic supply stores.
- (20) Churches.
- (21) Cigar and tobacco stores.
- (22) Civic, social and fraternal organizations.
- (23) Cleaning and maintenance services to dwellings and other buildings, including, but not limited to, janitorial services and general repair work.
- (24) Clothing and costume rental stores.
- (25) Coin shops.
- (26) Computer and data processing services.
- (27) Dance studios and schools.
- (28) Day care centers.
- (29) Drafting service.
- (30) Drugstores and pharmacies.
- (31) Electrical repair shops.
- (32) Employment agencies.
- (33) Engineering, architectural and surveying services.
- (34) Equipment sales, rental, repair and services.
- (35) Farm equipment sales, rental, repair and services, including motorized farm vehicles and implements.
- (36) Florist, including commercial greenhouses.
- (37) Funeral homes.
- (38) Furniture, home furnishings and household appliance stores.

- (39) General merchandise stores, including, but not limited to, department and variety stores, grocery and food stores.
- (40) Gift, novelty and souvenir shops.
- (41) Government owned and operated establishments, including, but not limited to, executive, legislative and general government offices.
- (42) Health clubs and spas.
- (43) Hobby, craft, toy and game shops.
- (44) Hotels, motels, and tourist camps, including restaurants and recreational facilities, with less than 200 guest rooms, or on-site meeting rooms or conference facilities that house aggregate seating of less than 500 people.
- (45) Industrial mobile office units.
- (46) Insurance agencies.
- (47) Interior decorating services.
- (48) Jewelry stores.
- (49) Laundry, dry cleaning and garment services.
- (50) Law offices.
- (51) Lawn and garden supply stores.
- (52) Legal services.
- (53) Libraries.
- (54) Liquefied petroleum, bottled gas or other fuel oil sales and service with on-site storage of less than 50,000 gallons.
- (55) Management, consulting and public relations services.
- (56) Manufactured housing sales and service, including use of a manufactured home for an on-site sales office for the sales and service business and subject to the provisions of article XI, division 2, of this chapter.
- (57) Museums.
- (58) News dealers and newsstands.
- (59) Nursing and personal care facilities without on-site residency.
- (60) Offices of physicians, dentists and other health practitioners.
- (61) Optical goods stores.
- (62) Pawnbroker, precious metals dealer.
- (63) Pet shops, which may include sale of pet supplies and related services such as grooming and training.
- (64)

Photofinishing laboratories.

- (65) Photographic studios.
- (66) Plumbing and electrical supply, with exterior storage under cover.
- (67) Professional membership organizations.
- (68) Public parking lot in accordance with the requirements of 66-1042.
- (69) Publicly owned schools, colleges, junior colleges, universities, technical institutes, and vocational schools.
- (70) Real estate agencies.
- (71) Restaurants and other eating establishments.
- (72) Sewing, needlework and piece goods stores.
- (73) Shoe repair shops.
- (74) Sign painting and lettering shops, with exterior storage under cover.
- (75) Signs, identification, and business.
- (76) Social services, including, but not limited to, adoption, counseling, welfare and senior citizen services.
- (77) Sporting goods stores and bicycle shops.
- (78) Tax return preparation service.
- (79) Taxi stands.
- (80) Upholstery and furniture repair.
- (81) Used merchandise and antique stores.
- (82) Uses enumerated in subsection (a) of this section to be located in neighborhood or community shopping centers shall be subject to the provisions of article VI of this chapter.
- (83) Utilities and public services as follows:
  - a. Poles, overhead and underground lines, distribution transformers, meters, street lighting and related appurtenances necessary for the transmission and distribution of electric and telecommunication service, with the exception of telecommunication towers.
  - b. Telecommunication towers and antennas used exclusively by public or private schools or educational institutions for the receipt and transmission of data solely for educational purposes shall be permitted by right subject to compliance with the provisions of article X of this chapter.
  - c. Underground pipes and lines, manholes, pumping and booster stations, meters and related appurtenances necessary for the transmission and distribution of potable water, wastewater collection, and natural gas transmission and distribution.
  - d.

Solid waste disposal convenience station operated by the county after a public hearing shall have been held by the board of supervisors.

- (84) Watch, clock and jewelry repair.
- (b) *Accessory uses and structures.* The following accessory uses and structures are permitted in the B-2 district:

Off-street parking as an accessory use to a permitted use under this section, in accordance with the provisions of section 66-1041.

(Code 1997, § 66-542; Ord. No. 98-7, § 1(66-542), 7-27-1998; Ord. No. 98-8, § 1(66-542), 7-27-1998; Ord. No. 2000-01, § 1(66-542), 4-11-2000; Ord. No. 2000-3, § 1(66-572), 9-26-2000; Ord. No. 2008-04, § 1, 4-8-2008; Ord. No. 2014-003, § 4, 4-8-2014; Ord. No. 2018-001, § 3, 2-13-2018; Ord. No. 2018-004, § 3, 4-10-2018)

Sec. 66-473. - Special exception uses.

In the B-2 district, the following uses or structures may be permitted only if approved for the issuance of a special exception as provided in this chapter:

- (1) Abortion clinic subject to distance requirements and standards as provided in this division.
- (2) Animal assisted therapy subject to requirements established by definition.
- (3) Auditorium.
- (4) Electrical power substations, electrical power transmission towers, telecommunication switching facilities and telecommunication towers and antennas.
- (5) Fire department offices and facilities, emergency medical rescue squad offices and facilities, and law enforcement offices and facilities.
- (6) Golf courses.
- (7) Hotels, motels, tourist courts, and bed-and-breakfast establishments, including restaurants and recreational facilities incidental thereto, with 200 or more guest rooms or with on-site meeting rooms or conference facilities, which in the aggregate seat 500 or more persons.
- (8) Indoor movie theaters; drive-in theaters.
- (9) Kennel, which may include sale of pet supplies and related services such as grooming, training, and veterinarian services.
- (10) Lumber and brick yards and building materials and equipment sales, rental, repair and services.
- (11) Manufactured homes for use by a security guard on a business and subject to the provisions of article XI of this chapter.
- (12)

Multiple-family dwelling units, such as apartments, townhouses, and condominiums and subject to other provisions of this chapter. Public water and sewer are required where ten or more dwelling units are proposed.

- (13) Nursing and personal care facilities with any on-site residency, single- or multiple-family dwelling units. Public water and sewer required where ten or more dwelling units are proposed.
- (14) Off-site uses related to airport safety as defined in section 66-610.
- (15) On-site material and equipment storage.
- (16) On-site storage above or below ground of 50,000 gallons or more liquefied petroleum or other fuel oil.
- (17) Pet grooming service.
- (18) Privately owned schools, colleges, junior colleges, universities, technical institutes and vocational schools.
- (19) Public and private hospitals.
- (20) Public skating rinks, bowling alleys, dance halls, pool halls, night clubs, lounges, video game arcade and similar forms of public amusement.
- (21) Radio and television stations, studios and offices with special exception.
- (22) Recreational facilities, including, but not limited to tennis and basketball courts, baseball and softball fields, parks, swimming pools and gymnasiums.
- (23) Substance abuse treatment facilities subject to regulation and licensure pursuant to Code of Virginia, § 37.1-179.1, as amended, subject to the following restrictions as well as conditions or restrictions imposed by the legislative body as part of the special exception permit. No such facility shall be located within one-half mile of any public or private K—12 school, public or private licensed day care center, church, synagogue or other place of worship, residentially zoned district (R-1 and R-2), nor within 1,000 feet of a residential dwelling.
- (24) Tattoo parlors and body piercing establishments.
- (25) Telecommunications-related industries.
- (26) Tobacco warehouses, storage warehouses and bulk petroleum plants.
- (27) Tractor-truck and trailer sales, rental, repair and services.
- (28) Truck stops and truck terminals.
- (29) Veterinary hospital or clinic.
- (30) Water and wastewater treatment plants.
- (31) Wholesale, distribution and processing operations.

(Code 1997, § 66-542; Ord. No. 98-7, § 1(66-542), 7-27-1998; Ord. No. 98-8, § 1(66-542), 7-27-1998; Ord. No. 2000-01, § 1(66-542), 4-11-2000; Ord. No. 2000-3, § 1(66-572), 9-26-2000; Ord. No. 2004-03, § 1, 3-15-2004; Ord. No. 2004-04, § 1, 3-15-2004; Ord. No. 2004-09, § 1, 12-14-2004; Ord. No. 2011-012, § 3, 11-22-2011; Ord. No. 2014-003, § 4, 4-8-2014; Ord. No. 2015-008, § 4, 10-13-2015; Ord. No. 2018-005, § 3, 5-8-2018; Ord. No. 2021-03, § 3, 5-25-2021; Ord. No. 2023-01, § 3, 2-14-2023)

#### Sec. 66-474. - Area regulations.

The lot area for each permitted use in the B-2 district shall be as follows:

- (1) A minimum of one acre with no public water or sewer.
- (2) A minimum of 30,000 square feet with public water.
- (3) A minimum of 15,000 square feet with public sewer and water.
- (4) The minimum area for neighborhood or community shopping centers shall be subject to the provisions of article VI of this chapter.

(Code 1997, § 66-543; Ord. No. 98-8, § 1(66-543), 7-27-1998)

#### Sec. 66-475. - Setback regulations.

Buildings in the B-2 district shall be located ten feet or more from any street right-of-way that is 50 feet or greater in width or 35 feet or more from the centerline of any street right-of-way less than 50 feet in width, except that signs advertising sale or rent of premises may be erected up to the property line. This shall be known as the "setback line."

(Code 1997, § 66-544; Ord. No. 98-8, § 1(66-544), 7-27-1998)

#### Sec. 66-476. - Frontage and yard regulations.

For permitted uses in the B-2 district, the minimum side yard adjoining or adjacent to a residential or agricultural district shall be ten feet, and off-street parking shall be in accordance with the provisions contained in section 66-1041.

(Code 1997, § 66-545; Ord. No. 98-8, § 1(66-545), 7-27-1998)

#### Sec. 66-477. - Height regulations.

Buildings in the B-2 district may be erected up to 35 feet in height from grade, except that:

- (1) The height limit for dwellings may be increased up to 45 feet and up to three stories, provided there are two side yards for each permitted use, each of which is ten feet or more, plus one foot or more of side yard for each additional foot of building height over 35 feet.
- (2)

A public or semipublic building such as a school, church, library or general hospital may be erected to a height of 60 feet from grade, provided that required front, side and rear yards shall be increased one foot for each foot in height over 35 feet.

- (3) Church spires, belfries, cupolas, monuments, water towers, chimneys, flues, flagpoles, television antennas and radio aerials are exempt. Parapet walls may be up to four feet above the height of the building on which the walls rest.
- (4) No accessory structure which is within ten feet of any party lot line shall be more than one story high. All accessory structures shall be less than the main structure in height.

(Code 1997, § 66-546; Ord. No. 98-8, § 1(66-546), 7-27-1998)

Sec. 66-478. - Abortion clinic distance requirements and standards.

- (a) No abortion clinic may be established within 1,500 feet of any other abortion clinic.
- (b) No abortion clinic may be established within 1,500 feet of the following zoned districts:
  - (1) Agricultural, limited (A-1);
  - (2) Agricultural, general (A-2);
  - (3) Konnarock district;
  - (4) Industrial, limited (M-1);
  - (5) Industrial, general (M-2);
  - (6) Planned unit development, limited, district (P-1);
  - (7) Residential, limited, district (R-1);
  - (8) Residential, general, district (R-2);
  - (9) Residential, manufactured home district (MHR);
  - (10) Shoreland recreational district;
  - (11) Village district.
- (c) No abortion clinic may be established within 1,500 feet of any church or other place of worship, public library, public or private school, educational institution, governmental facility, public park, playground, playfield, tourist home, child day care center, hotel, or motel.
- (d) The establishment of any abortion clinic as referred to herein shall include the opening of such business as a new business, the relocation of such business, the enlargement of such business in either scope or area, or the conversion, in whole or in part, of an existing business to abortion clinic.

(Ord. No. 2023-01, § 3, 2-14-2023)

**State Law reference—** Code of Virginia, § 15.2-2283, harmonious community.