



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 – Chad L. Vaught

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

AUCTION DATE – Thursday, June 4th, 2026 at 4PM

*** 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:

+/- 17.88 acres and improvements; Parcel ID: 0151600400; DB 1154, PG 1062; PB 1064 PG 1304; LAKEWATCH PLANTATION TRACT 4

Address: TBD Booker T Washington Hwy., Moneta, VA 24121

- **Online Bidding Open NOW**
- **Online Bidding Closes on Thursday, June 4th, 2026 at 4PM (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. This means that this auction is subject to a seller's reserve, which means that if the reserve is not met, the seller is not required to sell the property.
- 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. 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 Attorney/Title Company of Purchaser's Choice 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, July 20th, 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.

- 18) **Bidding Disclosures:** The property is available for and subject to sale prior to auction. Per Virginia auction code: 18 VAC 25-21-120 Seller or auctioneer on sellers behalf, may bid up to but not beyond sellers reserve price. 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) **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. If these steps have not been completed, a broker referral fee will not 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 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

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
Alabama Auctioneer License #	5700

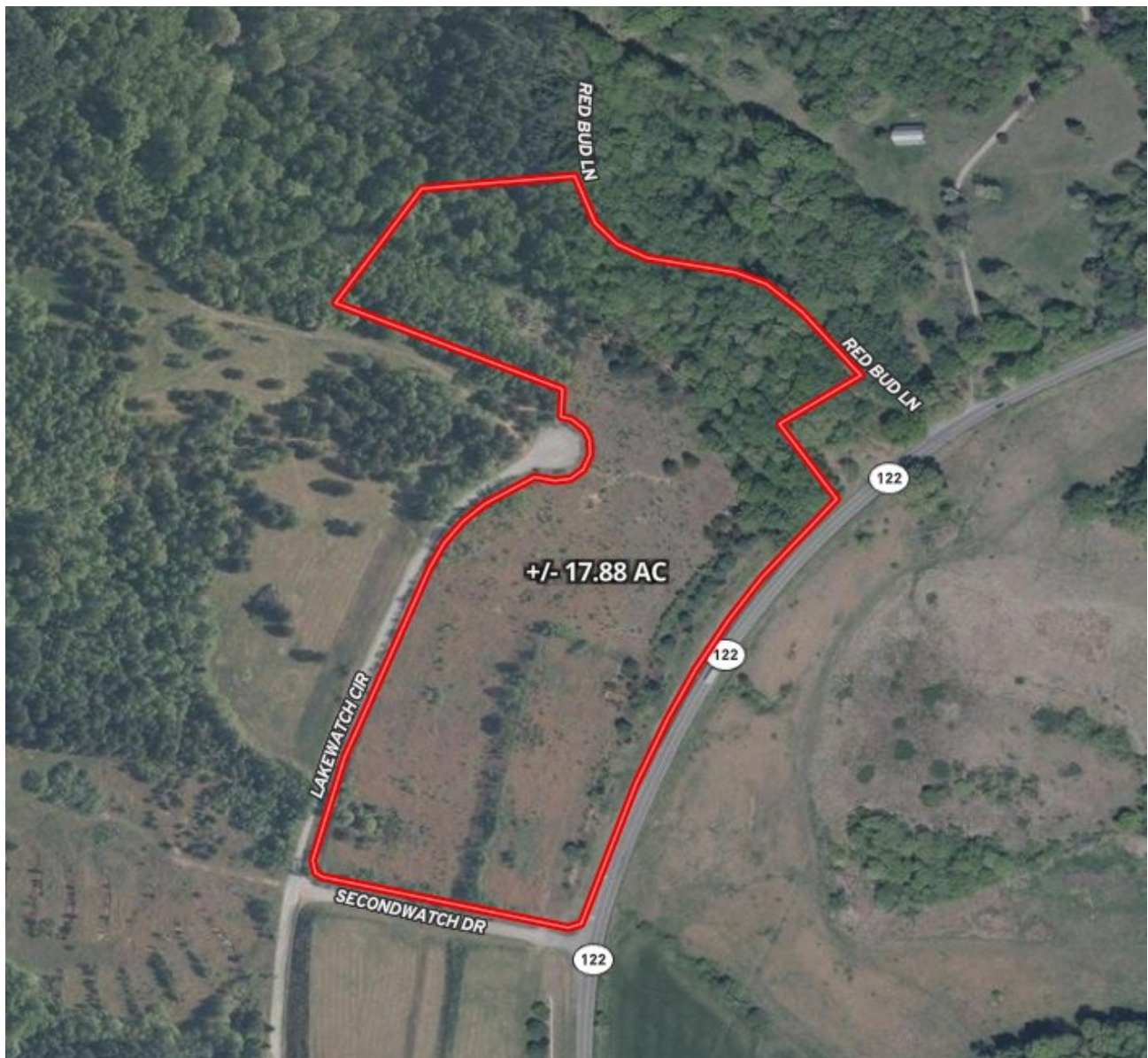
Firm State License #'s

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



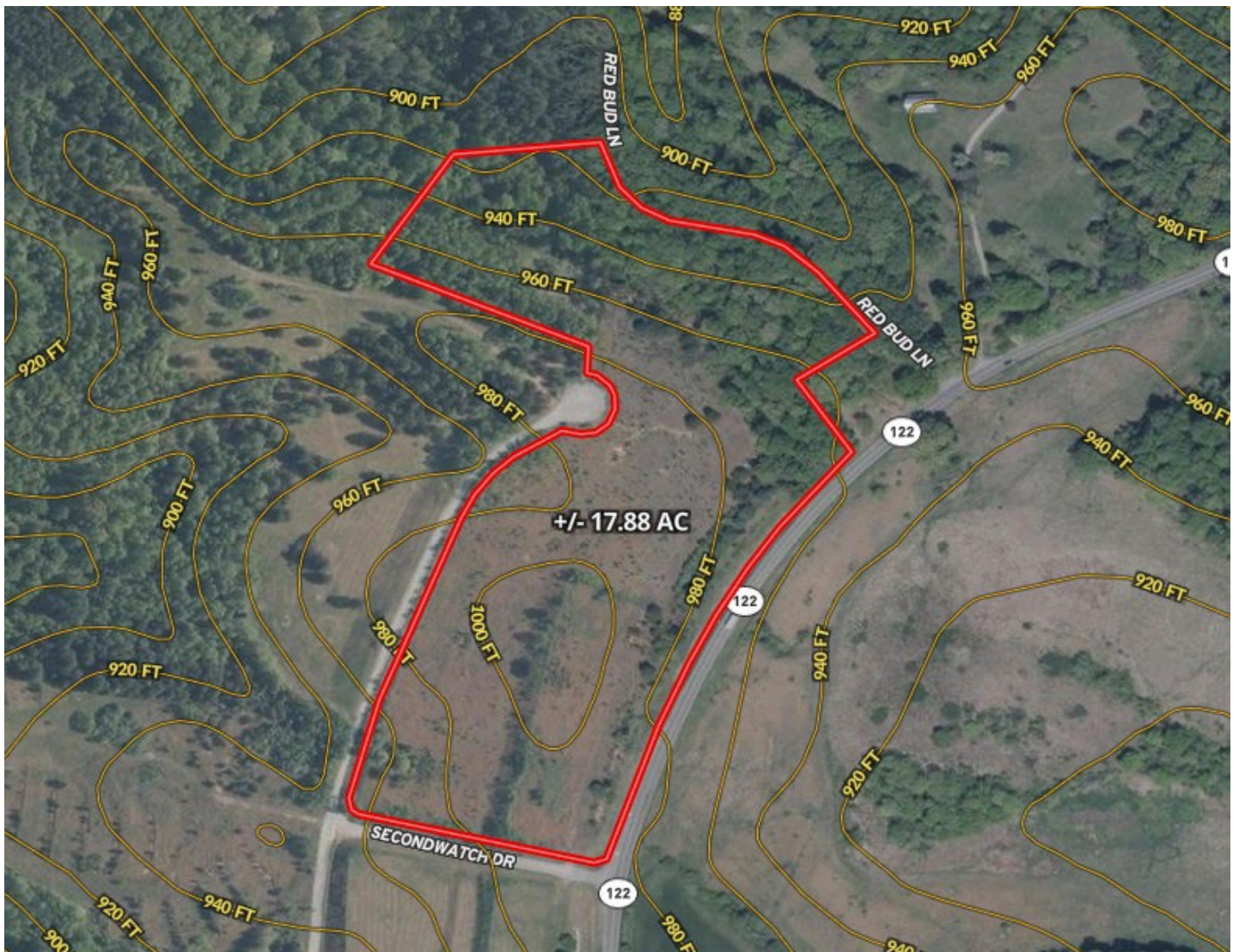
Aerial

Auction Services



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

Contour



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



Neighborhood

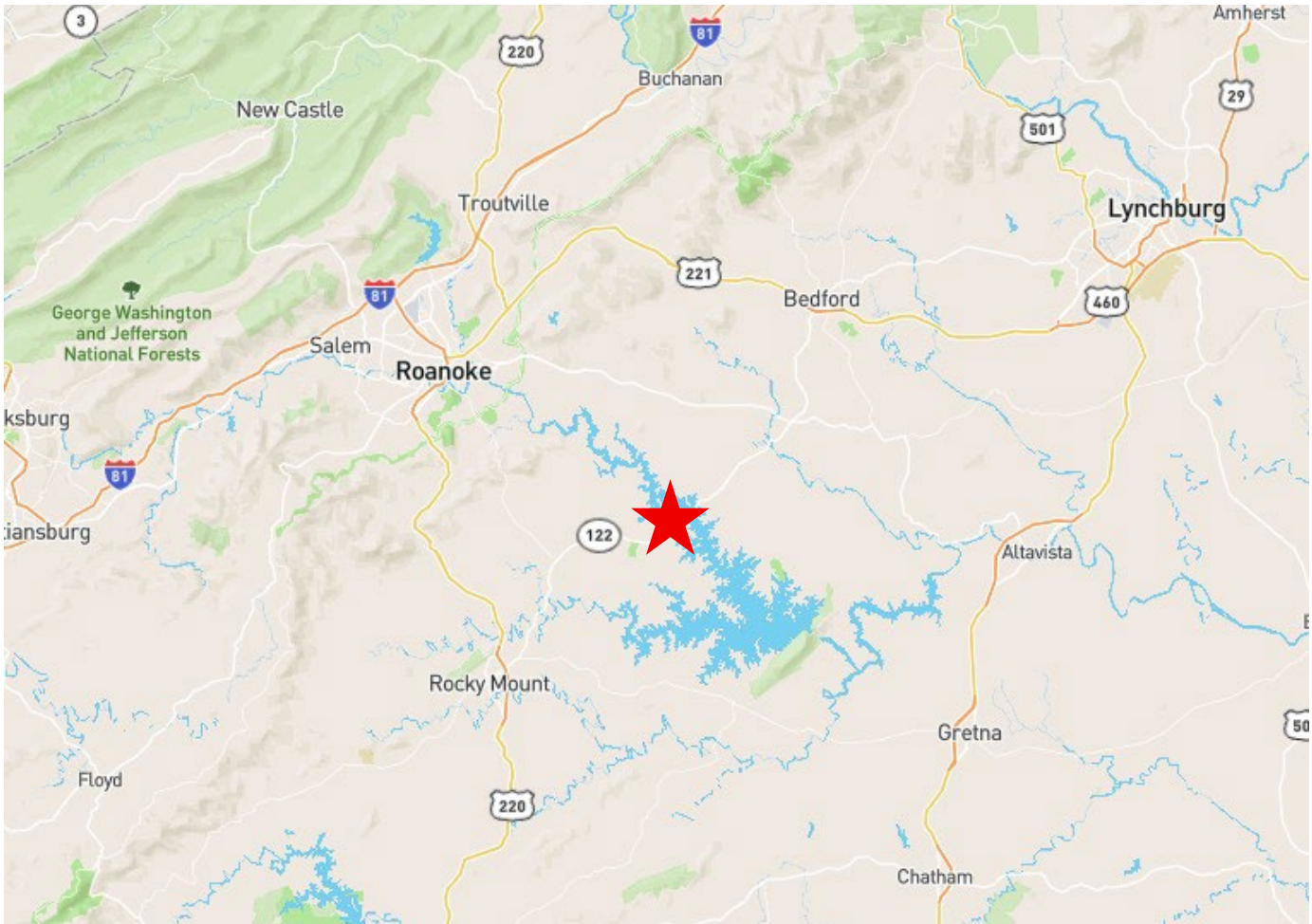
TBD Lakewatch Dr.,
Moneta, VA 24121





Location

TBD Lakewatch Dr.,
Moneta, VA 24121

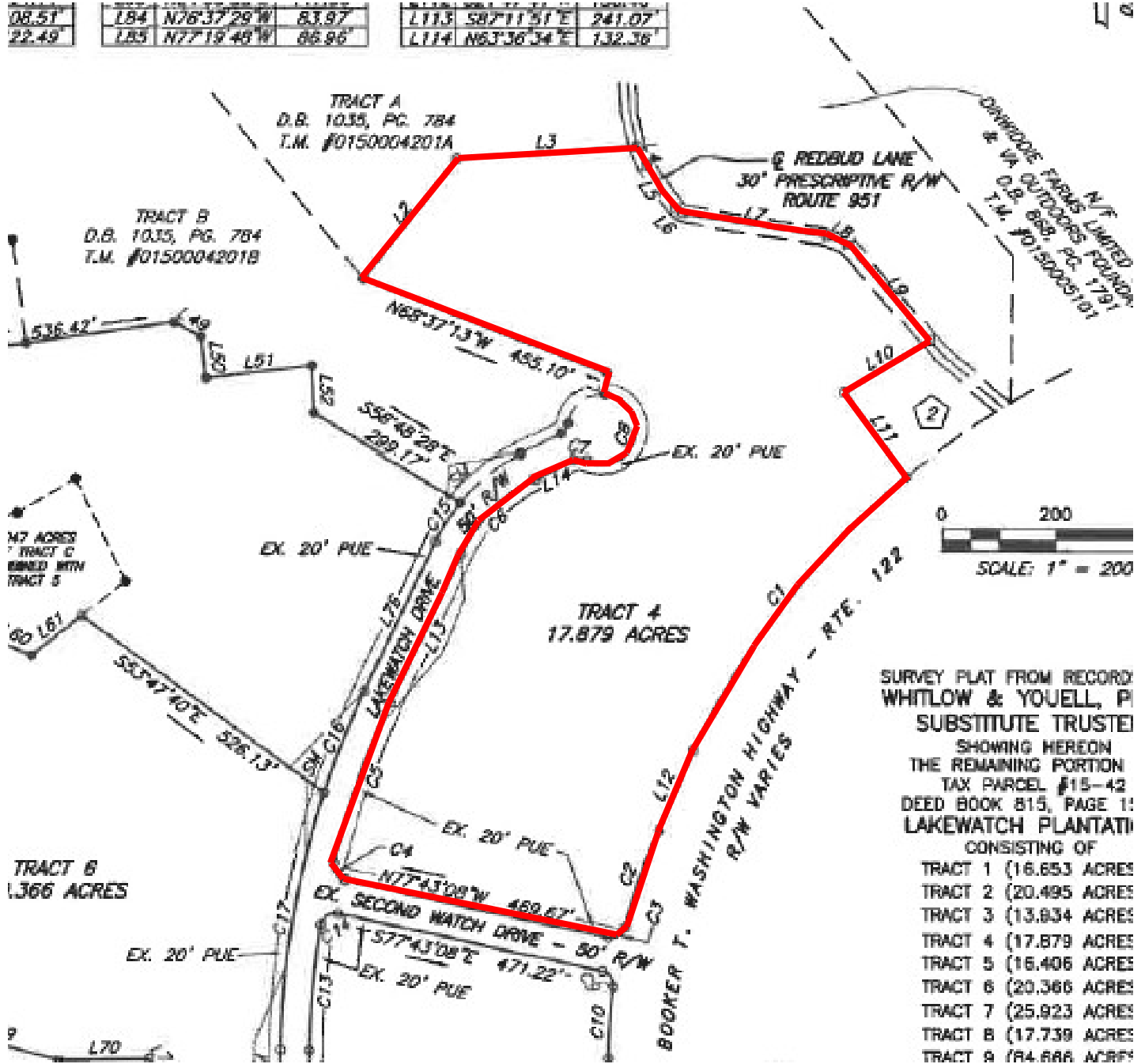




Survey

Auction Services

08.51	L84	N76°37'28"W	83.97'	L113	S87°11'51"E	241.07'
22.49	L85	N77°19'48"W	86.96'	L114	N63°36'34"E	132.36'



SURVEY PLAT FROM RECORDS
WHITLOW & YOUELL, P
SUBSTITUTE TRUSTEE
SHOWING HEREON
THE REMAINING PORTION
TAX PARCEL #15-42
DEED BOOK 815, PAGE 11:
LAKEWATCH PLANTATI
CONSISTING OF

- TRACT 1 (16.653 ACRES)
- TRACT 2 (20.495 ACRES)
- TRACT 3 (13.834 ACRES)
- TRACT 4 (17.879 ACRES)
- TRACT 5 (16.406 ACRES)
- TRACT 6 (20.366 ACRES)
- TRACT 7 (25.923 ACRES)
- TRACT 8 (17.739 ACRES)
- TRACT 9 (14.688 ACRES)

LAKEWATCH DR

Location LAKEWATCH DR

Tax Map # 015/ 16 004/ 00 / /

Owner VAUGHT CHAD L & LISA

Property Class COMMERCIAL/INDUSTRIAL

Total Market Value \$402,300

PID 45296

Building Count 1

Water

Sewer

Current Value

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$0	\$402,300	\$402,300

Owner of Record

Owner VAUGHT CHAD L & LISA

Sale Price \$200,000

Co-Owner

Book 1154

Care Of

Page 1062

Address P O BOX 662
CHRISTIANSBURG, VA 24068

Sale Date 01/06/2021

Instrument 00

Ownership History

Ownership History					
Owner	Sale Price	Instrument	Sale Date	Book	Page
VAUGHT CHAD L & LISA	\$200,000	00	01/06/2021	1154	1062
GINGER INVESTMENTS LLC	\$92,400	00	10/26/2015	1069	57
LAKE WATCH LLC	\$0	00	04/23/2004	815	1583

Building Information

Building 1 : Section 1

Year Built:

Living Area: 0

Building Photo

 Building Photo

<https://images.vgsi.com/photos/franklincountyvaPhotos/default.jpg>

Building Attributes	
Field	Description
Style	Vacant Land

Split Level	
Metal Flue(s)	
Basement Area	

Land

Land Use

Use Code 400V
Description COMMERCIAL/INDUSTRIAL - VAC
Zone PCD
Neighborhood 0165

Land Line Valuation

Size (Acres) 17.88
Total Market Land \$402,300

Outbuildings

Outbuildings	<u>Legend</u>
No Data for Outbuildings	

Valuation History

Assessment			
Valuation Year	Improvements	Land	Total
2025	\$0	\$402,300	\$402,300
2024	\$0	\$402,300	\$402,300
2023	\$0	\$335,200	\$335,200
2022	\$0	\$335,200	\$335,200
2021	\$0	\$335,200	\$335,200
2020	\$0	\$335,200	\$335,200
2019	\$0	\$335,200	\$335,200
2018	\$0	\$335,200	\$335,200
2017	\$0	\$335,200	\$335,200
2016	\$0	\$335,200	\$335,200
2015	\$0	\$0	\$0
2014	\$0	\$0	\$0
2013	\$0	\$0	\$0
2012	\$0	\$0	\$0
2011	\$0	\$0	\$0

BK 1154 PG 1062

Title Insurance Underwriter: Fidelity National Title Insurance Company
Prepared by: Hamrick & Hamrick, attorneys at law
VB#: 19127
Grantee's address: P.O. Box 662, Christiansburg, VA 24068
Consideration: \$200,000.00
Assessed Value: \$335,200.00

THIS DEED made and entered into this 10th day of December, 2020, by and between **GINGER INVESTMENTS, LLC**, a Virginia limited liability company, party of the first part, and **CHAD L. VAUGHT** and **LISA L. VAUGHT**, husband and wife, parties of the second part;

WHEREAS, this transaction is intended to qualify as part of a 1031 Exchange, and the parties of the second part herein agree to cooperate in the exchange.

WITNESSETH:

THAT for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby grant and convey with General Warranty and English Covenants of Title, unto the parties of the second part, as tenants by the entirety with the right of survivorship as at common law, all that certain lot or parcel of land with improvements thereon and appurtenances thereto, lying and being in the Franklin County, Virginia, and further described as follows:

Tract 4 as shown on "Survey Plat from Records for Whitlow & Youell, PLC, Substitute Trustee, Showing Hereon the Remaining Portion of Tax Parcel #15-42, Deed Book 815, Page 1583, Lakewatch Plantation", prepared by John R. McAden, Land Surveyor, dated May 20, 2015, recorded in the Clerk's Office of the Circuit Court for the County of Franklin, Virginia in Plat Book 1064, Page 1304.
Tax Map No: 15.16-4

HAMRICK & HAMRICK
ATTORNEYS AT LAW
104 S. FRANKLIN STREET
CHRISTIANSBURG, VA 24079

2021 JAN -6 PM 1:08

210000157

BK 1154 PG 1063

BEING all of that same property conveyed unto Ginger Investments, LLC, a Virginia limited liability company, by Trustee's deed dated the 23rd day of October, 2015, from Whitlow & Youell, PLC, Substitute Trustee, which deed is of record in the Circuit Court Clerk's Office of Franklin County, Virginia, in Deed Book 1069 at Page 57.

PROVIDED, HOWEVER, that this conveyance is made subject to reservations, restrictions, easements and agreements of record to the extent that they may lawfully apply to the property herein conveyed.

WITNESS the following signature and seal:

Ginger Investments, LLC
BY: [Signature] (SEAL)
Leon T. McGhee, Managing Member

STATE OF VIRGINIA
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this 29th day of January 2020, by Leon T. McGhee, Managing Member of Ginger Investments, LLC, Grantor.
My commission expires: 3-31-2020 Notary ID#: 7020231



[Signature]
Notary Public

THIS DEED WAS PREPARED BY HAMRICK & HAMRICK ATTORNEYS AT LAW

HAMRICK & HAMRICK
ATTORNEYS AT LAW
104 S. FRANKLIN STREET
CHRISTIANSBURG, VA 24073

BK 1064 PG 1305

LEGEND

- IRON PIN FOUND
- IRON PIN SET
- PUBLIC UTILITY EASEMENT
- SM SLOPE MAINT. EASEMENT
- DE DRAINAGE EASEMENT
- SE SEWER EASEMENT
- AE ACCESS EASEMENT
- UE UTILITY EASEMENT

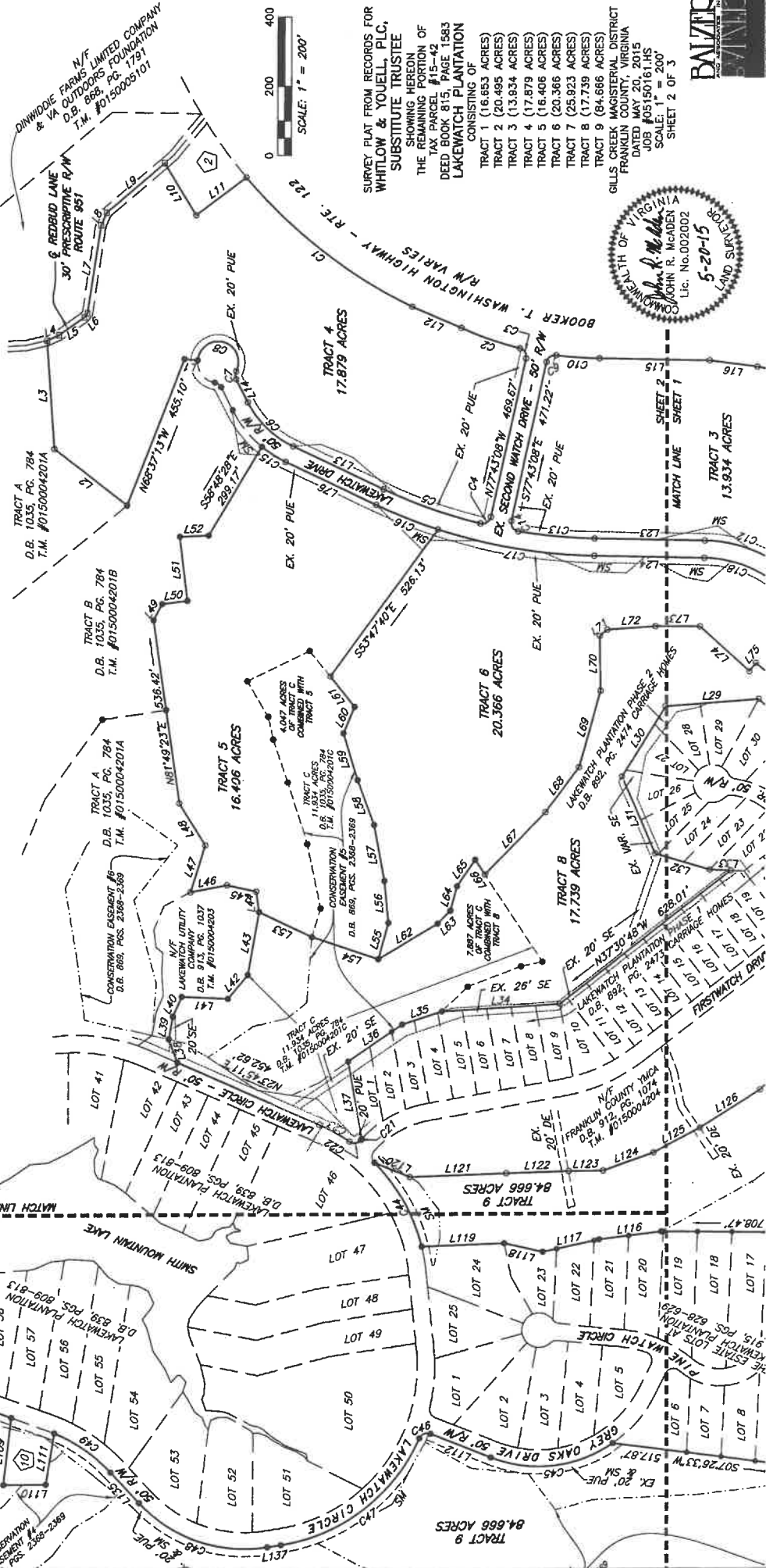
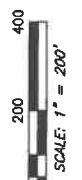
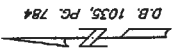
LINE	BEARING	DISTANCE
L1	N05°18'51" E	36.49
L2	N37°52'39" E	267.61
L3	N86°03'05" E	315.10
L4	S24°54'38" E	36.92
L5	S35°18'07" E	68.96
L6	S30°46'42" E	151.79
L7	S68°11'59" E	201.78
L8	S42°28'48" E	210.78
L9	S89°33'17" E	177.88
L10	S36°41'25" E	183.28
L11	S23°32'23" E	154.08
L12	S23°32'23" E	291.98
L13	N25°23'56" E	154.08
L14	N62°50'48" E	323.10
L15	S07°48'13" E	174.95
L16	S33°23'18" E	251.55
L17	S53°23'18" E	112.49
L18	N55°56'02" E	221.23
L19	N65°00'59" E	263.83
L20	N65°00'59" E	263.83
L21	N43°07'58" E	240.45
L22	N43°07'58" E	240.45
L23	N07°23'58" E	323.10
L24	S07°23'58" E	323.10
L25	N65°56'02" E	267.62
L26	N65°56'02" E	218.85
L27	N38°28'29" E	190.78

L28	N43°36'03" E	361.82
L29	N02°03'42" W	273.42
L30	N57°51'25" W	239.02
L31	S66°32'15" W	243.92
L32	S16°51'25" W	166.57
L33	S02°43'17" W	61.14
L34	N03°24'16" W	338.98
L35	N1°59'33" W	121.01
L36	N3°25'32" W	189.18
L37	S79°48'05" W	229.21
L38	N69°54'51" E	71.49
L39	S59°59'58" E	62.89
L40	S59°59'58" E	62.89
L41	S02°51'25" E	135.30
L42	S02°51'25" E	300.77
L43	S76°47'26" E	184.62
L44	N81°32'12" E	60.03
L45	N12°25'35" E	88.12
L46	N10°36'16" E	108.50
L47	S72°33'17" E	142.70
L48	N58°01'45" E	144.09
L49	S67°44'00" E	51.16
L50	S05°57'18" E	74.54
L51	S63°02'42" E	186.22
L52	S02°17'25" E	84.48
L53	S28°29'35" E	163.53
L54	S74°24'09" E	108.51
L55	S74°24'09" E	108.51
L56	N84°19'14" E	122.49

L57	N79°30'05" E	165.49
L58	N69°39'09" E	139.14
L59	N72°54'03" E	141.47
L60	S66°55'27" E	81.23
L61	N51°16'37" E	113.43
L62	S30°52'49" E	198.82
L63	S45°24'56" E	52.33
L64	S75°11'26" E	73.27
L65	S56°41'39" E	92.74
L66	S56°41'39" E	51.27
L67	S46°05'02" E	250.24
L68	S46°05'02" E	250.24
L69	S29°27'46" E	151.94
L70	N69°08'29" E	159.34
L71	S39°54'59" E	30.81
L72	S03°38'00" E	141.50
L73	S00°32'28" W	130.19
L74	S42°15'33" W	195.78
L75	S51°45'21" E	30.61
L76	S52°23'58" W	291.96
L77	S56°20'20" E	196.23
L78	S04°57'31" E	270.45
L79	N13°14'42" E	278.38
L80	S75°51'00" W	200.00
L81	N14°39'00" W	134.21
L82	N14°39'00" W	134.21
L83	S35°58'19" E	271.03
L84	N59°59'29" E	87.09
L85	N77°19'48" W	86.96

L86	S73°16'05" W	104.26
L87	S04°49'51" W	128.23
L88	N45°00'00" W	46.33
L89	S86°44'36" W	114.26
L90	S45°00'00" W	130.25
L91	S47°14'09" W	110.95
L92	N43°21'19" E	252.74
L93	N57°00'25" E	216.76
L94	N05°08'41" E	151.45
L95	N41°35'46" E	24.88
L96	S35°56'02" E	154.91
L97	S34°03'58" W	316.40
L98	S34°03'58" W	316.40
L99	S29°27'46" E	151.94
L100	S29°27'46" E	151.94
L101	S34°03'58" W	316.40
L102	S34°03'58" W	316.40
L103	S39°54'59" E	30.81
L104	N04°08'09" E	106.70
L105	S72°59'20" E	57.46
L106	N82°04'01" E	287.29
L107	S39°38'55" E	213.51
L108	N37°17'46" E	307.90
L109	N67°27'16" E	338.15
L110	N47°01'57" E	121.45
L111	N30°39'48" E	19.13
L112	S08°45'27" E	40.18
L113	S08°45'27" E	40.18

L115	N70°27'27" E	274.95
L116	N06°51'59" E	161.79
L117	N72°05'10" W	167.49
L118	N12°55'51" W	114.26
L119	N02°07'21" W	236.59
L120	S22°18'26" W	176.73
L121	S02°01'53" E	276.87
L122	S01°37'03" E	181.17
L123	S00°30'26" E	99.75
L124	S19°17'04" E	154.91
L125	S27°41'23" E	153.53
L126	S32°04'27" E	207.07
L127	S45°15'40" E	237.94
L128	S07°10'46" E	103.90
L129	S07°10'46" E	103.90
L130	S39°49'54" E	71.90
L131	S39°49'54" E	105.05
L132	S72°59'20" E	57.46
L133	S72°59'20" E	57.46
L134	N61°27'16" E	338.15
L135	N47°01'57" E	121.45
L136	N30°39'48" E	19.13
L137	S08°45'27" E	40.18



SURVEY PLAT FROM RECORDS FOR
WHITLOW & YUWELL, PLC,
SUBSTITUTE TRUSTEE
SHOWING HEREON
THE REMAINING PORTION OF
TAX PARCEL #15-42
DEED BOOK 815, PAGE 1983
LAKEMATCH PLANTATION
CONSISTING OF
TRACT 1 (16.653 ACRES)
TRACT 2 (20.493 ACRES)
TRACT 3 (13.934 ACRES)
TRACT 4 (17.879 ACRES)
TRACT 5 (16.406 ACRES)
TRACT 6 (20.366 ACRES)
TRACT 7 (25.823 ACRES)
TRACT 8 (17.739 ACRES)
TRACT 9 (84.666 ACRES)
GILLS CREEK MAGISTERIAL DISTRICT
FRANKLIN COUNTY, VIRGINIA
DATED MAY 20, 2015
JOB #05150161.HS
SCALE: 1" = 200'
SHEET 2 OF 3



PLANNERS ARCHITECTS ENGINEERS SURVEYORS
Baizer & Associates, Inc. 1208 Corporate Circle Roanoke Va. 24018
TEL: 540-772-9580 FAX: 540-772-8050
DRN: SCR
CHK: JRM

- CODE OF THE COUNTY
Chapter 25 - ZONING
ARTICLE III. - DISTRICT REGULATIONS
DIVISION 12. PLANNED COMMERCIAL DEVELOPMENT DISTRICT (PCD)

DIVISION 12. PLANNED COMMERCIAL DEVELOPMENT DISTRICT (PCD)

Sec. 25-390. Purpose.

- (a) The purpose of this district is to promote the efficient use of commercial land by allowing a wide range of land uses of various densities and flexible application of development controls. The district encourages achievement of these goals while also protecting surrounding property, natural features and scenic beauty.
- (b) The PCD district recognizes that many commercial, office and residential establishments seek to develop within unified areas, usually under single ownership or control. Because these concentrations of retail, service and office establishments are generally stable and offer unified internal arrangement and development, potentially detrimental design effects can be recognized and addressed during the review of the development. For these reasons, the PCD district allows flexibility through the adjustment of certain lot, setback and use restrictions. Districts should be proposed and planned for areas that provide for adequate development and expansion space, controlled access points, landscaped parking areas and public utilities. Development of a PCD district will take place in accord with an approved concept plan, which may allow for clustering of uses and densities in various areas of the site.
- (c) [The] PCD district should be a visual asset to the community. Building within the district is to be architecturally similar in style and the relationship among individual establishments should be harmonious. The site should be well landscaped and parking and loading areas are to be screened.

(Res. No. 29-10-99, 10-19-99)

Sec. 25-391. Permitted uses.

Within the PCD district the following uses shall be permitted by right. However, no use shall be permitted except in conformity with the concept plan approved by the board of supervisors:

- All uses permitted in section 25-335, Permitted Uses of the B-2, General Business District.
- Boat docks.
- Community docks.
- Roads, streets, rights-of-way, easements, except private roads or streets, which require a special use permit (see 25-392 below).
- Short-term tourist rental of dwelling.

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- Small cell and micro-wireless facilities, subject to the requirements of section 25-128(d).
 - Solar Generation Facility, Small, (see section 25-148).

(Res. No. 29-10-99, 10-19-99; Amd. of 6-20-00; Res. No. 13-03-2004, 3-18-03(2); Ord. No. 16-12-2019 , 1-8-20; Ord. No. 20-07-2022, 7-21-22)

Sec. 25-392. Special use permits.

The following uses shall be permitted only when shown on the concept plan for the project and when approved by special use permit by the board of supervisors:

- All those uses listed in section 25-336, Uses Permitted by Special Use Permit in the B-2, General Business District.
- Dwellings, single-family detached.
- Dwellings, attached.
- Multi-family dwellings.
- Private street or road (see section 25-396).
- Solar Generation Facility, Large, (see section 25-147).
- Townhouses.
- Warehouses and distribution centers.

(Res. No. 29-10-99, 10-19-99; Res. No. 13-03-2004, 3-18-03(2); Ord. No. 20-07-2022 , 7-21-22)

Sec. 25-393. Area regulations.

(a) *Minimum lot size:*

- (1) To be considered as a planned commercial development, a project's area must include five (5) or more contiguous acres, none of which can be under water or within a flowage easement.
- (2) The minimum permitted size of any PCD district or of any lot, parcel or tract within the district shall be subject to approval by the local health department.
- (3) The procedure for addition to a PCD district shall be the same as if an original application were filed.

(b) *Maximum density:*

- (1) In commercial areas, there are no minimum lot area/size, minimum lot width, or floor area requirements except as provided herein under special circumstances and/or as may be required by the board of supervisors as a part of the approval of the concept plan for the project.

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- (2) In commercial areas, maximum lot coverage shall be determined through the concept plan approval process but shall not exceed seventy-five (75) percent unless specifically approved by the board of supervisors as a deviation to these regulations.
 - (3) Areas devoted to residential use shall follow the area, width and lot coverage regulations of section 25-282, Residential Multi-family District, unless a deviation to those regulations is specifically approved by the board of supervisors as provided for in section 25-402 of these regulations.

(Res. No. 29-10-99, 10-19-99)

Sec. 25-394. Maximum height of buildings.

- (a) When adjoining an agricultural or residential zoning district, the maximum height of any commercial or residential building shall be forty (40) feet. The maximum height may be increased to a maximum of seventy (70) feet, provided each required yard adjoining a residential district is increased two (2) feet for each foot in height over forty (40) feet. When a property fronts on Smith Mountain Lake and adjoins a residential zone across a channel or cove, the distance across the water shall be included in the calculation of required yard available to satisfy the setback requirement of this section.
- (b) When adjoining commercial or industrial zoning districts, the height of commercial or residential structures is seventy (70) feet, provided that all heights in excess of forty (40) feet are shown on the approved concept plan.
- (c) Belfries, cupolas, chimneys, flues, flagpoles, television antennas, radio aerials, silos and water tanks are exempted.
- (d) Any building or structure shall be constructed, erected, installed, maintained and shall be of an approved type in accordance with the provision of the BOCA Basic Building Code, as amended, and the Fire Prevention Code.

(Res. No. 29-10-99, 10-19-99)

Sec. 25-395. Minimum dimensions.

- (a) *Front setback.* The minimum distance from the nearest point of the house or principal structure (including porches, stoops or any accessory buildings) to the centerline of the specified right-of-way shall be equal to sixty (60) feet or thirty-five (35) feet from the edge of the right-of-way, whichever is greater, for property adjacent to state primary roads and equal to fifty-five (55) feet or thirty (30) feet from the edge of the right-of-way, whichever is greater, for property adjacent to all other roads.
- (b) *Side setback.* No side setback is required except that no building, structure, accessory use or outdoor storage area shall be located closer than twenty-five (25) feet from any type of residential use or residential district boundary.

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- (c) *Rear setback.* No rear setback is required except that no building, structure, accessory use or outdoor storage area shall be located closer than twenty-five (25) feet from any type of residential use or residential district boundary.

(Res. No. 29-10-99, 10-19-99)

Sec. 25-396. Streets.

- (a) Public streets in the PCD district shall be built in accordance with VDOT standards for inclusion in the state highway system for maintenance.
- (b) The requirements of sections 19-109 and 19-115 of the Subdivision Ordinance notwithstanding, private streets may be permitted by special use permit in the PCD district. However, unless specifically approved by the board of supervisors as a special use permit the arrangement, character, extent, width, grade, and location of all streets shall be designed and constructed in accordance with specifications acceptable to the Virginia Department of Transportation for inclusion in the state highway system for maintenance. When private streets are proposed as a special use permit, the standards, specifications and a proposed maintenance agreement shall be submitted with the special use permit application and shall also be included on the concept plan for the proposed PCD rezoning request.
- (c) The applicant must demonstrate adequate provision for maintenance of any private streets. If in the future private streets are to be dedicated for public use, then, prior to such dedication for public use, the developer, property owners association or other party who has been responsible for the general upkeep and maintenance of the private roads shall improve said private roads to equal the construction standards for inclusion by VDOT into the state highway system for maintenance.

(Res. No. 29-10-99, 10-19-99; Res. No. 13-03-2004, 3-18-03(2))

Sec. 25-397. Minimum off-street parking spaces.

The regulations for minimum off-street parking spaces in sections 25-80 through 25-82 shall apply. However, as a part of the concept plan approval process, the applicant may propose a reduction to the number of parking spaces required by this division for each use type, if justified. This proposal will be reviewed with consideration given to potential future uses of the site, parking demand and expansion potential.

(Res. No. 29-10-99, 10-19-99)

Sec. 25-398. Utilities.

Within a PCD district all newly installed utilities, including television cable and electrical system, shall be installed underground. Appurtenances to these systems, which require aboveground installations, shall be screened.

(Res. No. 29-10-99, 10-19-99)

Sec. 25-399. Design guidelines.

- (a) The location and arrangement of structures, parking, access drives, outdoor lighting, signs and other uses and developments within the PCD, in addition to achieving the development standards set forth in this section, shall be accomplished in accordance with an approved concept plan. This concept plan shall assure compatibility with the existing and future land use in the vicinity.
- (b) Areas designed for future expansion or not intended for immediate improvement or development shall be specified as reserved areas on the concept plan. The future use and the limitations on the future use of such area shall be specified; or else such areas shall not be included as a part of the PCD application. Reserved areas included in the PCD shall be landscaped or otherwise maintained in a neat and orderly manner.
- (c) In order to promote safe ingress and egress for the development, minimum separation distance between entrances to the public right-of-way of three hundred (300) feet is strongly encouraged. Such distances shall be subject to final review and approval by VDOT. Additional access between adjoining lots, such as frontage roads and shared parking lots are strongly encouraged.
- (d) The placement of fire hydrants or other fire prevention systems shall be reviewed by the local fire marshal to insure compliance with the standards set forth by the National Fire Protection Association (NFPA).
- (e) To promote the visual quality and enhance the prospects for economic success of the project, the planning commission shall consider the following factors in reviewing a PCD application:
 - (1) The principal entrance into the PCD district should be sufficiently landscaped to comply with the purpose of the district. In addition, the first one hundred (100) linear feet of the street within and leading through this principal entrance into the PCD should have a landscaped median of sufficient width and planting density to meet the purposes of this district.
 - (2) Parking within the PCD should be located to the side or rear of the principal structures on the lot, wherever feasible. During review, consideration will be given to topographical constraints, innovative site design, buffering and landscaping plans.

(Res. No. 29-10-99, 10-19-99)

Sec. 25-400. Concept plan requirements.

In addition to the requirements for a rezoning application, each request for a PCD district shall be accompanied by a concept plan, which shall be reviewed by the planning commission and approved by the board of supervisors.

(Res. No. 29-10-99, 10-19-99)

Sec. 25-401. Contents of a concept plan.

In addition to the requirements for a rezoning application, the concept plan shall contain all the following data:

- (a) Vicinity map at a scale of not less than one inch equals two thousand (2,000) feet.
- (b) Abutting streets with names and route numbers.
- (c) Owners and uses of each adjoining tract.
- (d) Topographic map with a minimum contour interval of ten (10) feet.
- (e) An attorney's certificate showing the owner or owners of the subject property and the place of record of the latest instrument in the chain of title for each parcel constituting the tract.
- (f) A general statement of planning objectives to be achieved by the PCD district, including a description of the character of the proposed development, the existing and proposed ownership of the site, the market for which the development is oriented, and objectives towards any specific human-made and natural characteristics located on the site.
- (g) A description and analysis of existing site conditions, including information on topography, historic resources, natural watercourses, floodplains, unique natural features, tree cover areas, and known archeological resources.
- (h) The location, dimensions and use of each structure within the proposed development.
- (i) A statement in tabular form of the floor area for each commercial structure, the total floor area for all commercial uses and the gross lot coverage of all commercial structures. For residential areas, the floor area, number of dwelling units, the residential density and the percentage of land in open space. For the entire tract, the percentage of the tract to be occupied by structures and the gross square footage for each use type proposed in the PCD.
- (j) The proposed size, location and use of other portions of the tract, including landscaping and parking.
- (k) A traffic circulation plan, including the location of access drives, parking and loading facilities, pedestrian walks and the relationship to existing and proposed external streets and traffic patterns. General information on the trip generation, ownership, maintenance and proposed construction standards for these facilities should be included. When required by the zoning administrator or planning commission, a traffic impact statement prepared by the developer showing the effects of traffic generated by the project on surrounding roads.
- (l) If a reduction to the number of parking spaces is requested, a justification for this request shall be submitted. Based on adequate justification, the commission may recommend and the board may approve a deviation to the adopted parking regulations.

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- (m) The proposed schedule of site development. At a minimum, the schedule should include an approximate commencement date for construction and a proposed build-out period.
 - (n) Generalized statements pertaining to architectural design principles and guidelines shall be submitted in sufficient detail to provide information on building designs, orientations, styles, lighting plans, signage plans, and landscaping.
 - (o) A plan to insure the perpetual and proper care and maintenance of any private roads, water systems and sewage disposal and/or sewage treatment facilities. Such plan shall be reviewed by the county and, as appropriate, the Virginia Department of Health.

(Res. No. 29-10-99, 10-19-99)

Sec. 25-402. Effect of approval of the concept plan.

- (a) The PCD district may provide flexibility through the adjustment of certain lot setbacks, design guidelines and use restrictions. Any such deviations to the lists of uses, or the regulations for area, height, setbacks, streets, off-street parking, utilities, or design guidelines of the PCD district shall be expressly shown on the concept plan and approved by the board of supervisors after a lawfully advertised public hearing with the planning commission and the board of supervisors. Such deviations shall be in keeping with the purpose of the PCD district, the intent of the Zoning Ordinance, the comprehensive plan and the design guidelines of the PCD district.
- (b) All terms, conditions, safeguards and stipulations made at the time of approval of the concept plan, with or without specific deviations, shall be binding upon the applicant and any successors in interest. Unapproved deviations from the plans or failures to comply with any requirement, condition, or safeguard shall constitute a violation of the Zoning Ordinance.

(Res. No. 29-10-99, 10-19-99)

Secs. 25-403—25-409. Reserved.

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **June 4th 2026**, between **Chad L. Vaught** 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 Franklin, Virginia**, and described as:

+/- 17.88 acres and improvements; Parcel ID: 0151600400; DB 1154, PG 1062; PB 1064 PG 1304; LAKEWATCH PLANTATION TRACT 4

Address: TBD Booker T Washington Hwy., Moneta, VA 24121

2. Purchase Price: The purchase price of the Property is: _____ (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 will make a deposit with the Attorney or Title Company of Purchasers Choice, of **\$10,000** (hereinafter referred to as the "Deposit"). The Deposit shall be held by the Attorney or Title 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/Title Company of Purchaser's Choice** on or before **July 20th 2026** ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

5. Required Disclosures.

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

The information contained in the association disclosure packet shall be current as of a specified date which shall be within 30 days of the date of acceptance of the Contract by the Seller. Purchaser may cancel this Contract: (i) within 3 days after the date of the Contract, if on or before the date that Purchaser signs the Contract, Purchaser receives the association disclosure packet or is notified that the association disclosure packet will not be available;

Seller's Initials _____

Purchaser's Initials _____

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

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

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

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

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is not a condominium unit. If the Property is a condominium unit, this Contract is subject to the Virginia Condominium Act that requires Seller to furnish Purchaser with certain financial and other disclosures prior to entering into a binding contract. If the required disclosures are unavailable on the date of ratification, Seller shall promptly request them from the unit condominium owners' association and provide them to Purchaser who shall acknowledge receipt in writing upon delivery. If Purchaser fails to receive the disclosures within 15 days after the date of ratification of this Contract or the disclosures are found unacceptable to Purchaser, Purchaser may void this Contract by delivering notice to the Broker within 3 days after the disclosures are received or due (if not

Seller's Initials _____

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received) and Purchaser's Deposit shall be returned promptly.

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

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

(d) Mechanics' and Materialmen's Liens.

NOTICE

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

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

(e) 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.

(f) 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

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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.

Seller’s Initials _____

Purchaser’s Initials _____

(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.

Seller's Initials _____

Purchaser's Initials _____

(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 _____

