AUCTION & REAL ESTATE INFORMATION

690 N. Franklin St. & 24 Railroad St. | Christiansburg, Virginia

Auction Date	Friday, October 30, 2026 at 3:00 PM (EST)
Buyer's Premium	10% added to the high bid
Deposit Amount	$10,000 non-refundable earnest money deposit due within 48 hours
Closing Date	On or before Monday, December 14, 2026

COMMERCIAL PROPERTY ON ±0.789 ACRES

The auction offering includes both parcels together, totaling approximately 0.789 acres with improvements. The property is located along N. Franklin Street (Business Route 460) and Railroad Street in Christiansburg.

PARCEL INFORMATION

Parcel 1 Address	690 N Franklin St, Christiansburg, VA 24073
Parcel 1 ID / Tax Map	Parcel ID 025728 | Tax Map 496-A-88
Parcel 1 Acreage	±0.688 acres
Parcel 1 Deed Reference	DB 2009, PG 001100
Parcel 2 Address	24 Railroad St, Christiansburg, VA 24073
Parcel 2 ID / Tax Map	Parcel ID 015889 | Tax Map 496-A-87
Parcel 2 Acreage	±0.101 acres
Parcel 2 Deed Reference	DB 2026, PG 003522
Combined Acreage	±0.789 acres
Zoning	B-3 / Business, General (both parcels)

MAIN BUILDING – 690 N FRANKLIN ST

- 2,779 sq. ft. total commercial building area.
- Floor plan includes a lobby, three offices, storage/work area, 1.5 baths, and a covered front porch.
- Tax card breakdown: approximately 1,620 sq. ft. warehouse area and 1,159 sq. ft. retail-rural/commercial area.
- Exterior: vinyl siding with shingle roof; concrete slab foundation.
- Interior floors: concrete and tile.
- Interior walls: drywall and cinderblock.
- Heating/Cooling: heat pump and mini-split.
- Utilities: public water and public sewer.
- Year Built: 1990 per Montgomery County tax card; effective year built 1995.
- Source Note: the bidder-packet floor plan states "Built in 2009," which conflicts with the tax card year. Buyers should verify.

ADDITIONAL IMPROVEMENTS

- Light metal warehouse/shop: approximately 1,200 sq. ft. (30' x 40'), tax card year built 2009.
- Asphalt paving shown on the tax card: approximately 8,000 sq. ft. (1980) plus 2,000 sq. ft. (2009).

AUCTION & REAL ESTATE INFORMATION – CONTINUED

AUCTION TERMS – KEY POINTS

- Online-only seller confirmation auction; all bids are subject to Seller approval/reserve.
- Bidding closes Friday, October 16, 2026 at 3:00 PM (EST).
- Soft Close: any bid received within the final 2 minutes extends bidding by 2 minutes; each bid during an extension restarts the 2-minute extension.
- 10% buyer's premium is added to the high bid to determine the total contract sales price.
- $10,000 non-refundable earnest money deposit due within 48 hours after the auction closes.
- No financing contingency. Buyers using financing should have arrangements made in advance.
- Closing on or before November 30, 2026; possession at closing after payment in full and transfer of title.
- Seller to convey by general warranty deed.
- Property is subject to easements of record. Seller will not provide an additional survey; any buyer-requested survey is at buyer expense and is not a contingency.
- Real estate is sold As-Is, Where-Is with no warranties expressed or implied.
- Property is subject to sale prior to auction.

PROPERTY / ZONING NOTES

- Both parcels are classified Commercial/Industrial by Montgomery County and are zoned B-3 / Business, General.
- The 24 Railroad St tax record identifies its current use as "Residential Use, Zoned Commercial."
- A physical improvement survey is referenced for Tax Parcel 496-A-87 (24 Railroad St).
- Aerial and contour maps in the bidder packet show approximate boundaries only; refer to the survey/deed records for exact boundaries.

PREVIEW / CONTACT

- It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction.
- Auctioneer: Matt Gallimore, Broker/Auctioneer, United Country – Blue Ridge Land & Auction.

DISCLAIMER: All information is taken from the bidder packet and public records included therein and is believed to be accurate but is not guaranteed. Buyers should verify all information, measurements, zoning, permitted uses, utilities and property boundaries to their satisfaction prior to bidding.

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 – **Mike Perdue and Kevin McGrady**

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

AUCTION DATE – Friday, October 30th, 2026 at 3 PM

*** Bids at 3 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:
+/- 0.688 acres and improvements; Parcel ID: 025728; DB 2009 PG 1100; W/S N FRANKLIN ST

Address: **690 N Franklin St, Christiansburg, VA 24073**

+/- 0.101 acres and improvements; Parcel ID 015889; DB 2026 PG 003522; PHYSICAL IMPROVEMENT SURVEY OF, TAX PARCEL 496-A-87

Address: **24 Railroad St, Christiansburg, VA 24073**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Friday, October 30th, 2026 at 3 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**.** 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 Realtor Kaitlyn Harman at (540) 835-9085.

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, December 14th, 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

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

Contour

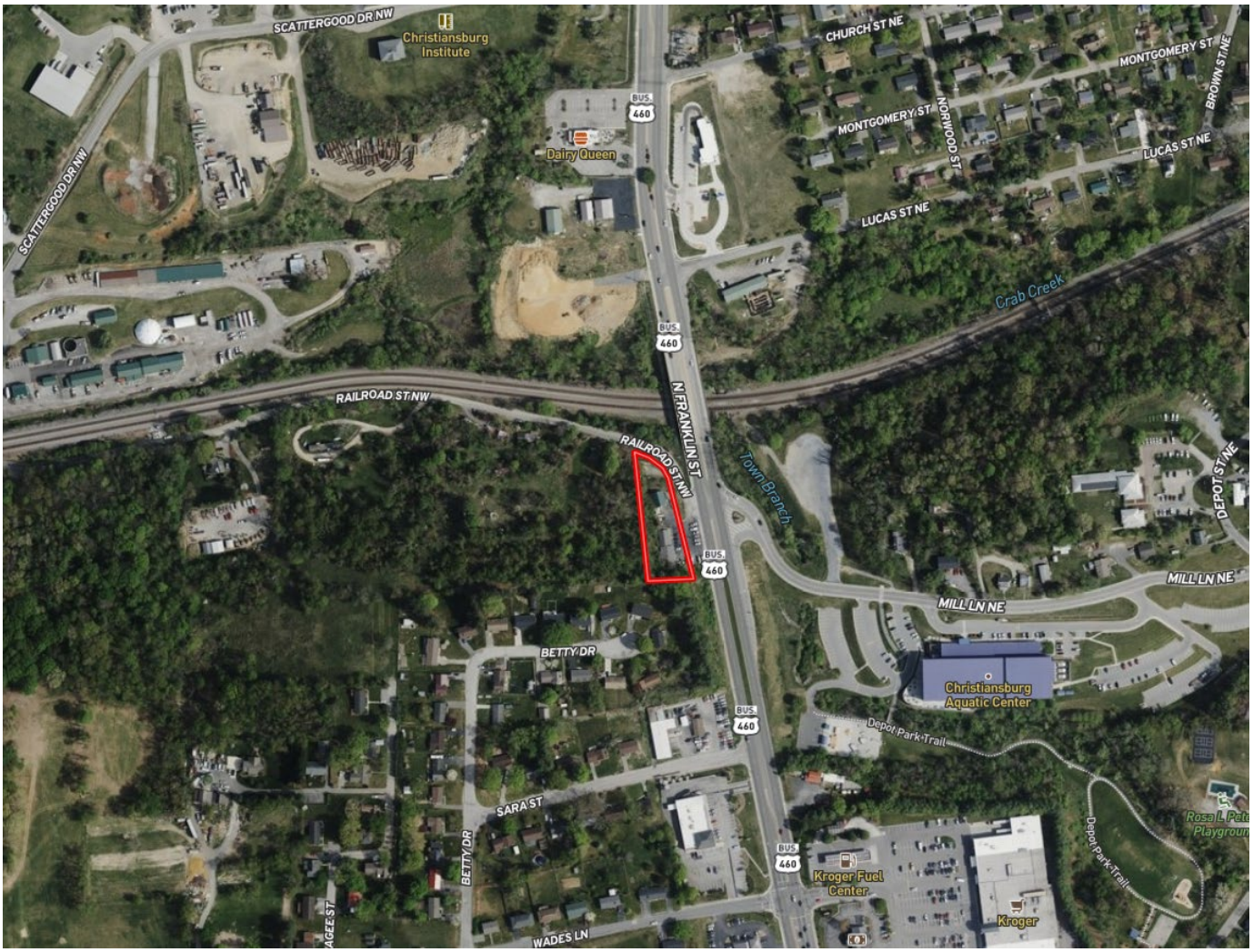
** Aerial and contour map show approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries.**

United Country Real Estate

Auction Services

Neighborhood

690 N. Franklin St.
Christiansburg, VA 24073



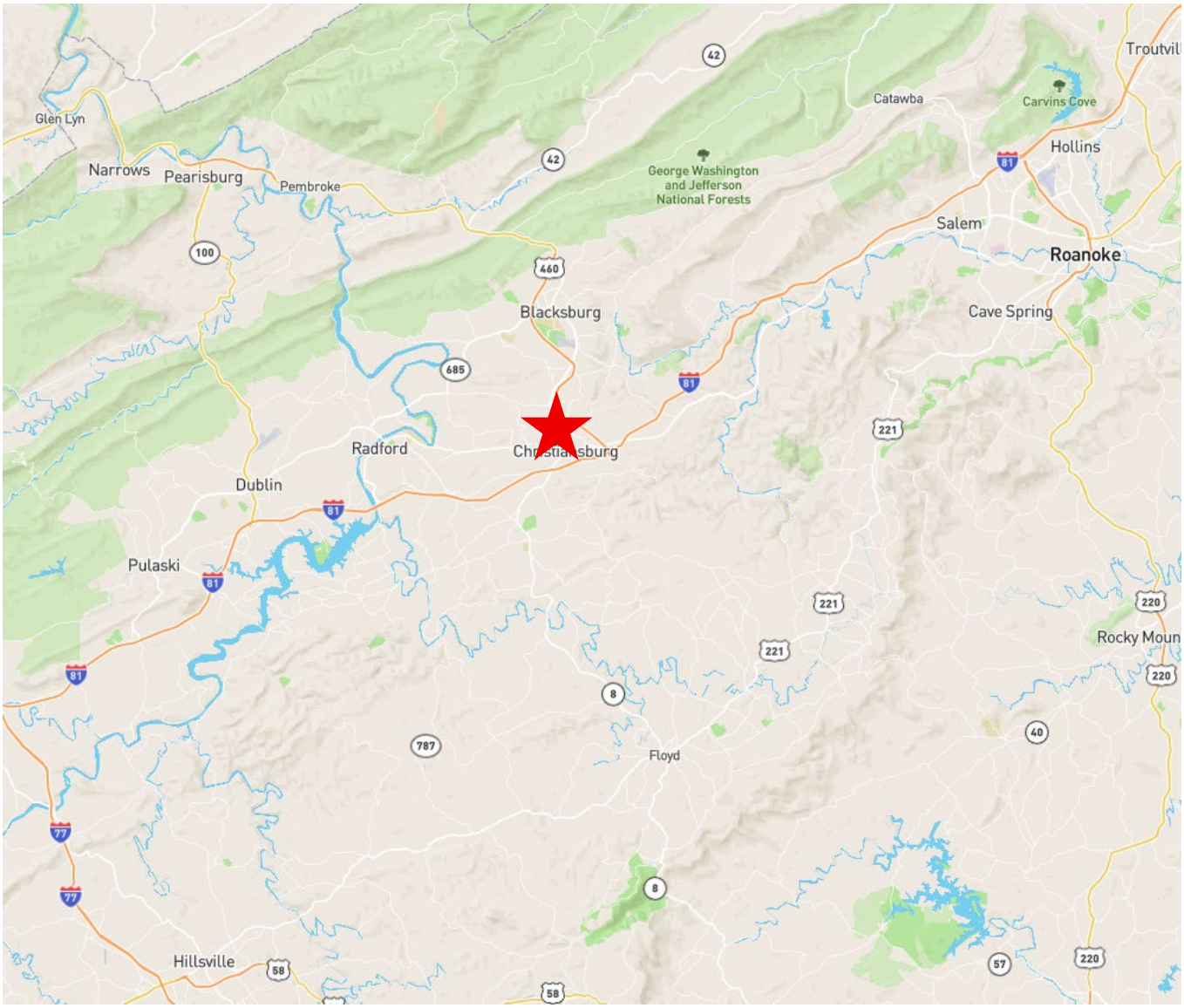
United Country Real Estate

Auction Services

Location

690 N. Franklin St.

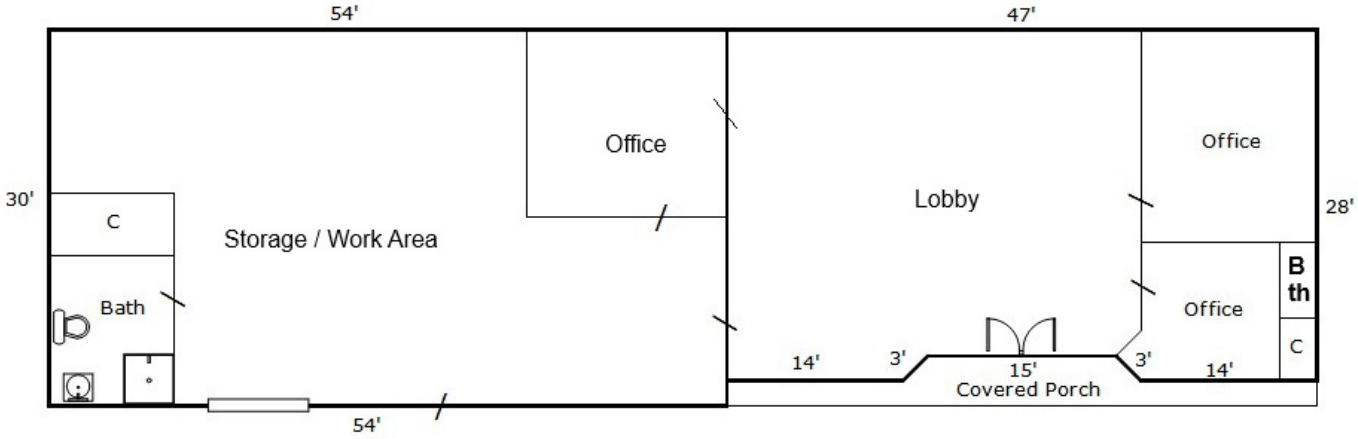
Christiansburg, VA 24073



Floor Plan

General Floorplan

2,779 SQ. FT.



Exterior - Vinyl Siding, Shingle Roof

Concrete Slab

Interior Floors - Concrete & Tile

Interior Walls - Drywall & Cinderblock

Heating / Cooling - Heat Pump / Mini Split

1.5 Baths

Public Water / Sewer

Built in 2009

Instrument Control Number
04012287

Commonwealth of Virginia
Land Record Instruments
Cover Sheet - Form A

[ILS VLR Cover Sheet Agent 1.0.70]

TAX EXEMPT | CORP

Date of Instrument: [9/8/2004]
Instrument Type: [DBS]

Number of Parcels [1]
Number of Pages [3]

City [ ] **County** [x] [Montgomery County] (Box for Deed Stamp Only)

First and Second Grantors

Last Name	First Name	Middle Name or Initial	Suffix	CORP
[MGS Holding Company,]	[ ]	[ ]	[ ]	x
[ ]	[ ]	[ ]	[ ]	

First and Second Grantees

Last Name	First Name	Middle Name or Initial	Suffix	TAX EXEMPT
[McGrady-Perdue Heatin]	[ ]	[ ]	[ ]	x
[ ]	[ ]	[ ]	[ ]	

Grantee Address (Name) [McGrady-Perdue Heating and Cooling, Inc.]
(Address 1) [2261 Pilot Rd.]
(Address 2) [ ]
(City, State, Zip) [Christiansburg] [VA] [24073]

Consideration [185,000.00] **Existing Debt** [0.00] **Assumption Balance** [0.00]

Prior Instr. Recorded at: City [ ] **County** [x] [Montgomery County] **Percent. in this Juris.** [100]
Book [828] **Page** [153] **Instr. No** [ ]
Parcel Identification No (PIN) [025728]
Tax Map Num. (if different than PIN) [496-A 88]
Short Property Description [All of an unnumbered 0.456 acre lot at 690 North Franklin St.]
[Riner Magisterial District]
Current Property Address (Address 1) [690 North Franklin St.]
(Address 2) [ ]
(City, State, Zip) [Christiansburg] [VA] [24073]

Instrument Prepared by [Carter, Osborne, and Miller]
Recording Paid for by [Helen J. Spence, Attorney at Law]
Return Recording to (Name) [McGrady-Perdue Heating and Cooling, Inc.]
(Address 1) [2261 Pilot Rd.]
(Address 2) [ ]
(City, State, Zip) [Christiansburg] [VA] [24073]
Customer Case ID [ ] [ ] [ ]

Tax Map No. 496- A 88; Parcel 025728

THIS DEED, made and entered into this 7th day of September, 2004 and between MGS HOLDING COMPANY, L.C., a Virginia limited liability company, Grantor, party of the first part, and McGRADY-PERDUE HEATING & COOLING, INC., a Virginia corporation, Grantee, party of the second part;

:W I T N E S S E T H:

THAT FOR AND IN CONSIDERATION of the sum of TEN DOLLARS ($10.00) cash in hand paid by the party of the second part to the party of the first part, and other good and valuable consideration, the receipt of which is hereby acknowledged, the party of the first part does hereby GRANT, BARGAIN, SELL and CONVEY, with Covenants of General Warranty of Title and English Covenants of Title, unto McGrady-Perdue Heating & Cooling, Inc., a Virginia corporation, all that certain lot or parcel of land lying and being situate in the Town of Christiansburg, County of Montgomery, State of Virginia, and more particularly described as follows, to-wit:

See Attached Exhibit "A"

This conveyance is made subject to all easements, restrictions, and conditions of record affecting the hereinabove described property.

The title to the property hereby conveyed has not been

Carter, Osborne & Miller
ATTORNEYS AT LAW
1401 Franklin Road, S.W.
P. O. Box 13206
Roanoke, Virginia 24032-3206
540-982-0234

examined for the Grantee by the attorney who prepared this deed.

WITNESS the following signature and seal:

MGS HOLDING COMPANY, L.C.

By: _____ (SEAL)
Michael G. Spangler, Sole Member

STATE OF VIRGINIA AT LARGE

CITY/~~COUNTY~~ OF Roanoke, TO-WIT:

The foregoing instrument was acknowledged before me this 8th day of September, 2004, by Michael G. Spangler, as Sole Member of MGS Holding Company, L.C., on behalf of same.

My commission expires: Nov. 30, 2006

Edith C. Fullaman
Notary Public

Carter, Osborne & Miller
ATTORNEYS AT LAW
1401 Franklin Road, S.W.
P. O. Box 13206
Roanoke, Virginia 24032-3206
540-982-0234

EXHIBIT "A"

All that certain lot or parcel of land with all improvements thereon and appurtenances thereunto belonging, situate, lying, and being in the Town of Christiansburg, Riner Magisterial District of Montgomery County, Virginia, described as follows:

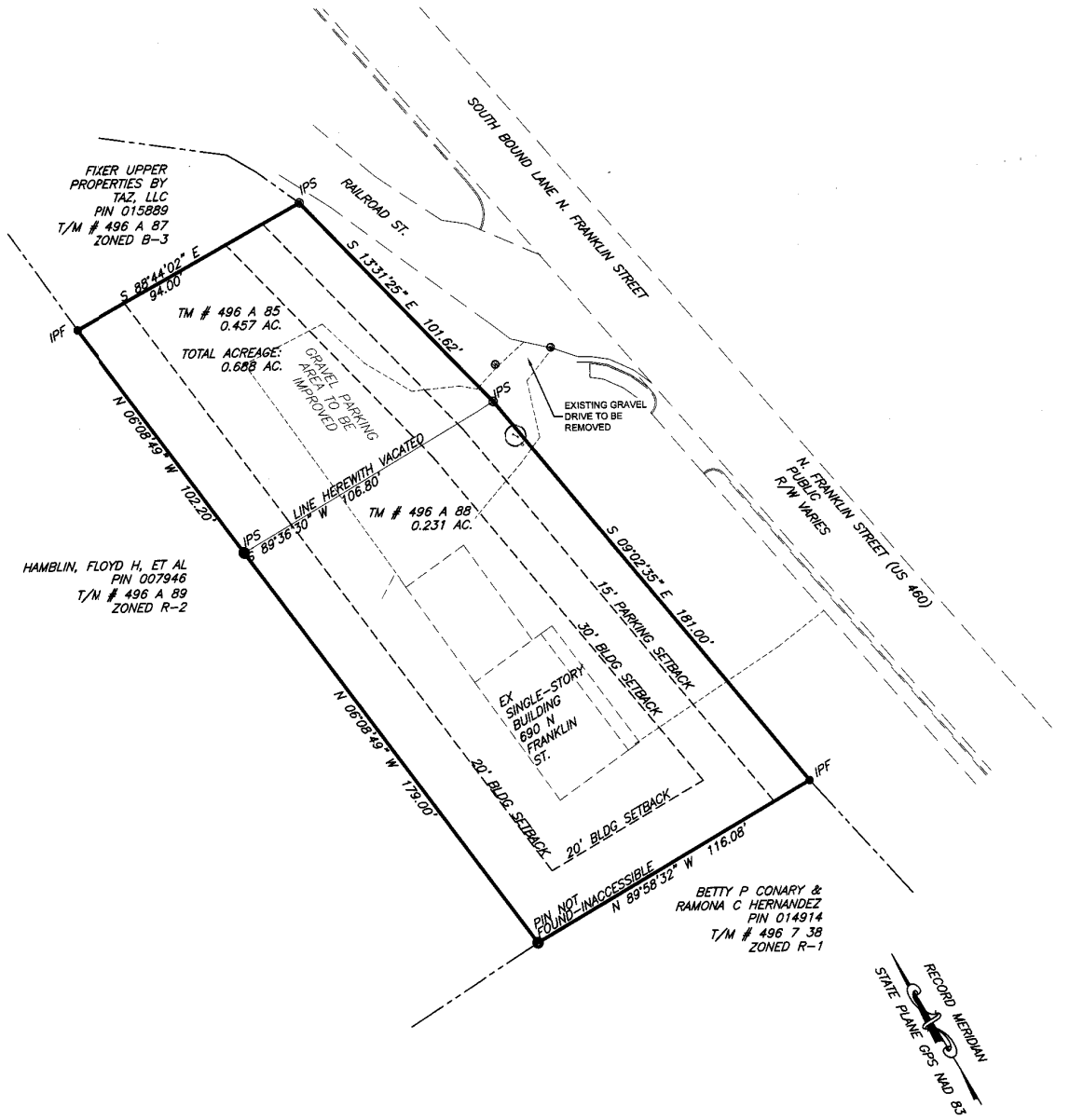
All of an unnumbered 0.456 acre lot at 690 North Franklin Street, as shown on plat entitled, "Plat For MGS Holding Company, L.C., Of An Un-numbered Lot At 690 North Franklin Street In The Town Of Christiansburg Montgomery County, Virginia," prepared by Neal H. Wirt, L.S., Dated June 4, 1993, Plat No. 93-279, which plat is recorded in the Circuit Court Clerk's Office of Montgomery County, Virginia, in Deed Book 828, at page 155.

BEING the same property conveyed unto MGS Holding Company, L.C., a Virginia limited liability company, by Ernest J. Woods and Margie H. Woods, individually and as husband and wife, by Corrected Deed dated June 17, 1993, and recorded in the aforesaid Clerk's Office in Deed Book 828, page 153.

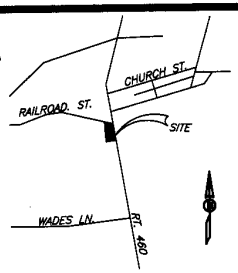
INSTRUMENT #04012287
RECORDED IN THE CLERK'E OFFICE OF
MONTGOMERY COUNTY ON
SEPTEMBER 8, 2004 AT 03:16PM
$185.00 GRANTOR TAX WAS PAID AS
REQUIRED BY SEC 58.1-802 OF THE VA. CODE
STATE: $92.50 LOCAL: $92.50
ALLAN C. BURKE, CLERK

RECORDED BY: TLA

Carter, Osborne & Miller
ATTORNEYS AT LAW
1401 Franklin Road, S.W.
P. O. Box 13206
Roanoke, Virginia 24032-3206
540-982-0234



NOTES:
1. THIS PLAT MAY BE SUBJECT TO INFORMATION WHICH MAY BE DISCLOSED BY A TITLE REPORT BY A LICENSED ATTORNEY.
2. THE SUBJECT PROPERTY LIES WITHIN FLOOD HAZARD ZONE "C" AS SHOWN ON F.E.M.A COMMUNITY PANEL NO. 510 101 0005 B DATED 8-15-1980. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS ONLY AND NO ELEVATION STUDY HAS BEEN PERFORMED AS A PART OF THIS PROJECT.
3.NO EVIDENCE OF PLACES OF BURIAL OR CEMETERY WERE FOUND BY THIS SURVEY.
4. ZONING INFORMATION: CURRENT ZONING B-3 GENERAL BUSINESS; SETBACKS: FRONT: 30'; SIDE: 20' FROM RESIDENTIAL DISTRICTS; REAR: 20' FROM RESIDENTIAL DISTRICTS



VICINITY MAP
NTS

OWNER'S CONSENT STATEMENT:

THE HEREON SHOWN "BOUNDARY LINE VACATION", HAS BEEN PREPARED FOR THE OWNER, McGRADY PERDUE HEATING AND COOLING WITH THE FREE CONSENT AND IN STRICT ACCORDANCE WITH THE UNDERSIGNED OWNERS WISHES.

NAMES & SIGNATURES:
SIGNATURE _____ DATE 1-27-09
NAME Michael J. Perdue TITLE V.P.
SIGNATURE _____ DATE 1-27-09
NAME Kevin L McGrady TITLE Pres

NOTARY'S CERTIFICATE:

STATE OF Virginia
CITY/COUNTY OF Montgomery
NOTARY PUBLIC
I, Sonia L Carr, A NOTARY PUBLIC IN AND FOR THE STATE AND CITY/COUNTY AFORESAID, DO HEREBY CERTIFY THAT
Michael Perdue + Kevin McGrady,
WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING, BEARING THE DATE OF 1/27/09 HAVE PERSONALLY APPEARED BEFORE ME IN MY CITY/COUNTY AFORESAID, AND ACKNOWLEDGED THE SAME
GIVEN UNDER MY HAND THIS DAY OF 1/27/09
MY COMMISSION EXPIRES 12/31/11
NOTARY PUBLIC

SONIA L. CARR COMMONWEALTH OF VIRGINIA 331421 NOTARY PUBLIC

COMMONWEALTH OF VIRGINIA JOHN D. ABBOTT Lic. NO. 1462 1-23-09 LAND SURVEYOR

I, JOHN D. ABBOTT, HEREBY CERTIFY THAT THIS IS A TRUE AND ACCURATE SURVEY TO THE BEST OF MY KNOWLEDGE AND BELIEF.
SIGNED _____ DATE: 1-23-09

TOWN OF CHRISTIANSBURG APPROVAL

THIS "BOUNDARY LINE VACATION" MEETS ALL OF THE REQUIREMENTS OF THE CHRISTIANSBURG SUBDIVISION ORDINANCE AS OF THE DATE THIS PLAT WAS APPROVED AND SIGNED.

CHRISTIANSBURG TOWN MANAGER _____ DATE: 1/28/09

SOURCE OF TITLE:
THIS IS TO CERTIFY THAT THE PROPERTIES AS SHOWN ON THIS "BOUNDARY LINE VACATION" IS REPRESENTED BY INSTRUMENTS 2004012287, AND 2006000711, RECORDED IN THE CLERK'S OFFICE OF MONTGOMERY COUNTY, VIRGINIA. WHICH INSTRUMENTS ARE THE LAST RECORD IN THE CHAIN OF TITLE TO THE SAID PROPERTIES.
SIGNED _____ DATE: 1-23-09

CONFORMING STATEMENT:

THIS IS TO CERTIFY THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THIS PLAT OF BOUNDARY LINE VACATION IS ESTABLISHED TO CONFORM TO ALL OF THE REQUIREMENTS AND PROVISIONS OF THE SUBDIVISION AND ZONING ORDINANCES FOR THE TOWN OF CHRISTIANSBURG, VIRGINIA.
SIGNED _____ DATE: 1-23-09

ZONING INFORMATION:
CURRENT ZONING B3
SETBACKS:

FRONT: 30'
SIDE: 20'
REAR: 20'

0' 30' 60' 90'
DATE: 3-19-08

CLIENT:

McGRADY PERDUE HEATING & COOLING
690 N. Franklin St.
Christiansburg, VA 24073

REVISION TO:

McGRADY PERDUE HEATING AND COOLING

Christiansburg, VA
Job # 07-101
DATE 3-19-08

ABBOTT
ENGINEERING & SURVEYING
Rt 1 Box 534
Catawba Va 24070
(540) 864-5271/fax(540) 864-6702

BOUNDARY LINE VACATION
combining TM #'s 496-((A))-88 and 496-((A))-85

Parcel ID: 025728

MCGRADY PERDUE HEATING COOLING INC
690 FRANKLIN ST N

Owners

Owner1	MCGRADY PERDUE HEATING
Owner2	COOLING INC
Mailing Address	407 ROANOKE ST
Mailing Address2	
City, State, Zip	CHRISTIANSBURG VA 24073

Parcel

Tax Map Number	496- A 88
Property Address	690 N FRANKLIN ST
City, State, Zip	CHRISTIANSBURG VA 24073
Neighborhood Code	CC400000
Class Code/Description	4000/Commercial/Industrial
Use Code/Description	499/OTHER COMMERCIAL STRUCTURES
Primary Zoning Code/Desc	B3/BUSINESS, GENERAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	PB 2009001100
Notes:	
Notes:	
Notes:	
Notes:	
Notes:	

Legal Description

Legal Description 1	W/S N FRANKLIN ST
Legal Description 2	
Tax District Code/Description	CR/CHRISTIANSBURG/RINER
Deeded Acres	.688
Deed Book	2009
Page	001100

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
19-MAR-2008		MCGRADY PERDUE HEATING		2009	001100
07-SEP-2004	$185,000	MCGRADY PERDUE HEATING & COOLING INC	M G S HOLDING COMPANY L C	2004	012287
01-JAN-1994		M G S HOLDING COMPANY L C		0828	0153

Sale Details

1 of 3

Sale Date	19-MAR-2008
Sale Key	82656
Sale Price	
Grantee	MCGRADY PERDUE HEATING
Grantor	
Book	2009
Page	001100
Sale Type	IMPROVED
Sale Source	R-RECORDED PLAT
Sale Validity	20-PARTIAL CONVEYANCE

Commerical Info Building Description

Card	1
Stories	01
Year Built	1990
Effective Year Built	1995
Units	1
Structure Code/Description	801/801
Grade/Grade Factor	28/.9
Improvement Name	MC GRADY-PERDUE
Percent Complete	100%
Square Footage	2779
Note1	
Note2	

Commercial Other Features

Card	Int/Ext Line	Structure Code/Description	Square Footage	Value

1	1	801/WAREHOUSE	1620	28700
1	2	505/RETAIL-RURAL	1159	32100

Outbuildings

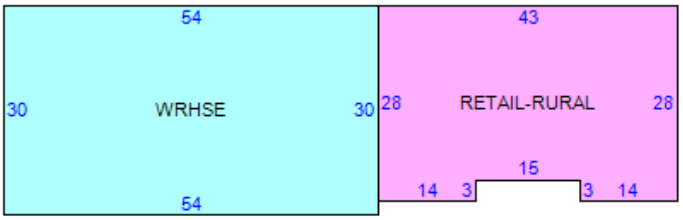
Card	Code/Desc	Year Built	Grade	Width	Length	Area	Value
1	C35 / LIGHT METAL WHSE/SHOP	2009	D	30	40	1200	14200
1	C05 / ASPHALT PAVING	1980	C			8000	14400
1	C05 / ASPHALT PAVING	2009	C			2000	5300

Assessed Values

Assessed Land	$359,600
Assessed Buildings	$94,700
Total Assessed Value	$454,300
Land Use Program	NO
Deferred Land Use Amount	$0
Value After Land Use Deferment	$0
Taxable Type	Taxable

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

Tax Rate for 2025 is 76 cents per $100.



Item	Area
WRHSE - 801:WAREHOUSE	1620
WHSE/SHOP - C35:LIGHT METAL WHSE/SHOP	1200
RETAIL-RURAL - 505:RETAIL-RURAL	1159
ASPH.PAV - C05:ASPHALT PAVING	8000
ASPH.PAV - C05:ASPHALT PAVING	2000

2016008908.001

VIRGINIA LAND RECORD COVER SHEET
FORM A – COVER SHEET CONTENT

Instrument Date: 11/21/2016
Instrument Type: DC-PL
Number of Parcels: 1 Number of Pages: 3
[ ] City [X] County
MONTGOMERY

TAX EXEMPT? VIRGINIA/FEDERAL LAW
[ ] Grantor:
[ ] Grantee:
Consideration: $0.00
Existing Debt: $0.00
Actual Value/Assumed: $0.00

PRIOR INSTRUMENT UNDER § 58.1-803(D):
Original Principal: $0.00
Fair Market Value Increase: $0.00

INSTRUMENT #160008908
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
NOVEMBER 23, 2016 AT 09:18AM

ERICA W. WILLIAMS, CLERK
RECORDED BY: CRW

(Area Above Reserved For Deed Stamp Only)

Original Book Number: Original Page Number: Original Instrument Number:

Prior Recording At: [ ] City [ ] County

Percentage In This Jurisdiction: 100%

BUSINESS / NAME
1 [X] Grantor: MCGRADY-PERDUE HEATING AND COOLING INC
[ ] Grantor:
1 [X] Grantee: MCGRADY-PERDUE HEATING AND COOLING INC.
[ ] Grantee:

GRANTEE ADDRESS
Name: MCGRADY-PERDUE HEATING AND COOLING INC.
Address: 690 NORTH FRANKLIN STREET
City: CHRISTIANSBURG State: VA Zip Code: 24073
Book Number: Page Number: Instrument Number:
Parcel Identification Number (PIN): 015889 Tax Map Number: 496- A 87
Short Property Description: TOWN OF CBURG 0.101 ACRE

Current Property Address: 24 RAILROAD STREET
City: CHRISTIANSBURG State: VA Zip Code: 24073
Instrument Prepared By: DANIEL D. HAMRICK, P.C. Recording Paid By: DANIEL D. HAMRICK, P.C.
Recording Returned To: MCGRADY-PERDUE HEATING AND COOLING, INC..
Address: 690 NORTH FRANKLIN STREET
City: CHRISTIANSBURG State: VA Zip Code: 24073

§§ 17.1-223, 17.1-227.1, 17.1-249

Copyright © 2014 Office of the Executive Secretary, Supreme Court of Virginia. All rights reserved.

Title Insurance Underwriter: None
Deed Prepared By: Daniel D. Hamrick, P.C–NO TITLE EXAMINATION PERFORMED
Grantee Address: 690 North Franklin Street, Christiansburg, VA 24073

THIS DEED OF CONFIRMATION, made and entered into this 21st day of November, 2016, by and between ***MCGRADY-PERDUE HEATING AND COOLING, INC.***, a Virginia corporation, parties of the first part, and ***MCGRADY-PERDUE HEATING AND COOLING, INC.***, a Virginia corporation, parties of the second part;

WITNESSETH:

WHEREAS, the parties hereto acquired real property located in the Town of Christiansburg, Riner Magisterial District of Montgomery County, Virginia, by deed dated the 11th day of April, 2016, from Fixer Upper Properties By Taz, LLC, a Virginia limited liability company, which deed is of record in the Office of the Clerk of the Circuit Court of Montgomery County Virginia as Instrument Number 2016002599;

WHEREAS, the property was not adequately described in the aforesaid deed;

WHEREAS, the parties hereto have had the property surveyed and desire to record the survey with this deed in order for the property to be fully described.

NOW, THEREFORE, in order to describe the property owned by the parties hereto, the parties of the first part herein hereby grant and convey with General Warranty and English Covenants of Title to the parties of the second part, all that certain parcel of land with improvements thereon and appurtenances thereto, lying and being in the Town of Christiansburg, Riner Magisterial District, Montgomery County, Virginia, and further described as follows:

> ALL of that certain parcel containing **0.101 acre** as shown on a plat of survey entitled, "Physical Improvement Survey Of Tax Parcel 496-(A)-87 Town of Christiansburg Riner Magisterial District Montgomery County, Virginia", dated May 31, 2016, by Ralph O. Clements, L.S., designated as GNI Job No. 2675.00, which plat is attached hereto and made a part hereof and is to be recorded in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia contemporaneously herewith.
> ***Tax Map No. 496- A 87*** ***Parcel No. 015889***

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

WITNESS the following signatures and seals:

MCGRADY-PERDUE HEATING AND
COOLING, INC.

By: _____(SEAL)
Kevin L. McGrady, President

By: _____(SEAL)
Michael J. Perdue, Vice President

STATE OF VIRGINIA
COUNTY OF MONTGOMERY, to-wit:

The foregoing Deed of Confirmation was executed this 22nd day of November, 2016, Kevin L. McGrady, President of McGrady-Perdue Heating and Cooling, Inc.

My commission expires: 10/31/18 Notary ID#: 319317

Robin S. Smith
Commonwealth of Virginia
Notary Public
Commission No. 319317
My Commission Expires 10/31/2018

Notary Public

STATE OF VIRGINIA
COUNTY OF MONTGOMERY, to-wit:

The foregoing Deed of Confirmation was executed this 22nd day of November, 2016, Michael J. Perdue, Vice-President of McGrady-Perdue Heating and Cooling, Inc.

My commission expires: 10/31/18 Notary ID#: 319317

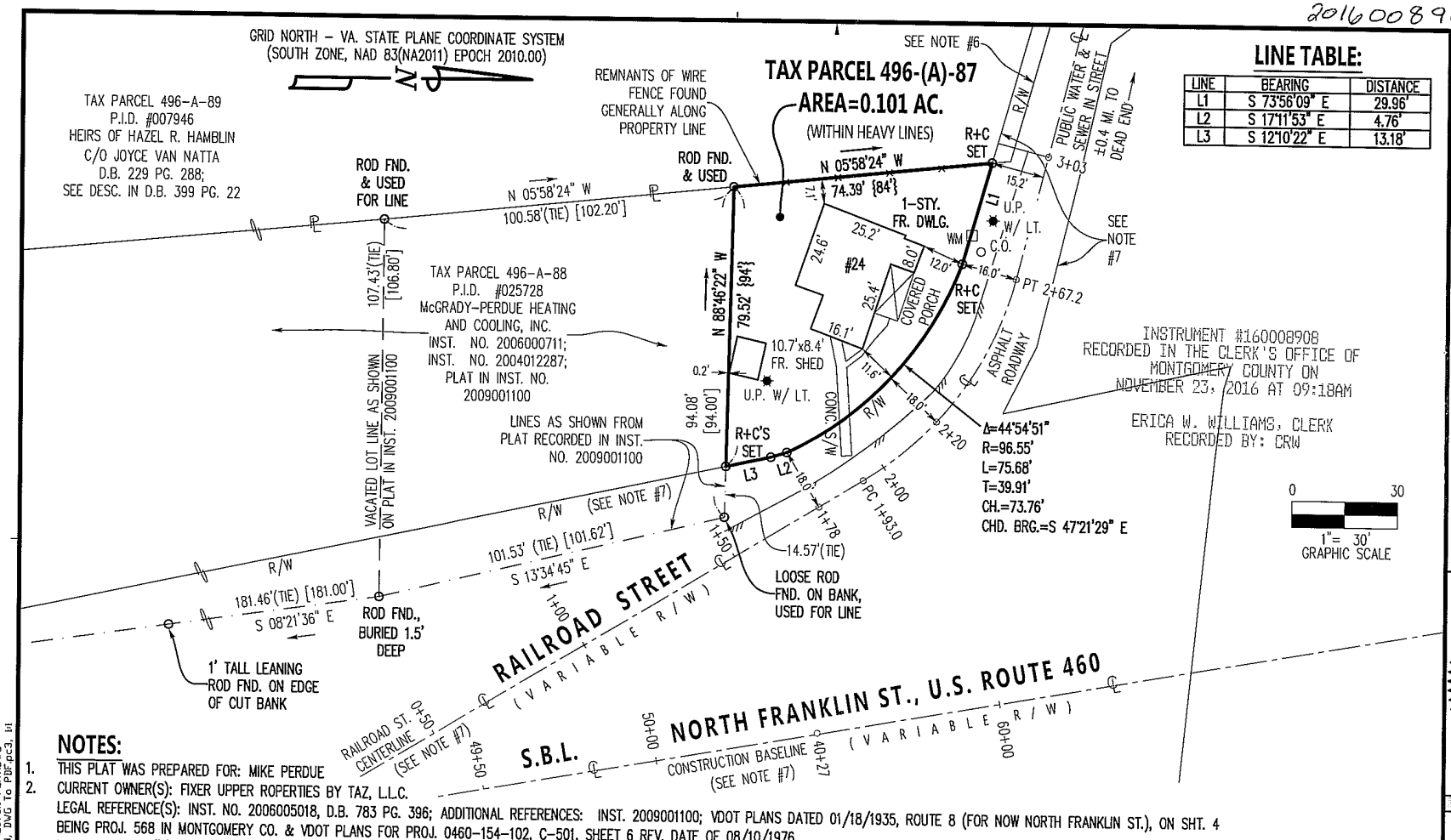
Robin S. Smith
Commonwealth of Virginia
Notary Public
Commission No. 319317
My Commission Expires 10/31/2018

Notary Public

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

THIS DEED WAS PREPARED BY DANIEL D. HAMRICK, P.C. WITHOUT BENEFIT OF A TITLE EXAMINATION.

2016008908.004



LINE TABLE:

LINE	BEARING	DISTANCE
L1	S 73°56'09" E	29.96'
L2	S 17°11'53" E	4.76'
L3	S 12°10'22" E	13.18'

NOTES:

1. THIS PLAT WAS PREPARED FOR: MIKE PERDUE
2. CURRENT OWNER(S): FIXER UPPER ROPERTIES BY TAZ, L.L.C.
   LEGAL REFERENCE(S): INST. NO. 2006005018, D.B. 783 PG. 396; ADDITIONAL REFERENCES: INST. 2009001100; VDOT PLANS DATED 01/18/1935, ROUTE 8 (FOR NOW NORTH FRANKLIN ST.), ON SHT. 4 BEING PROJ. 568 IN MONTGOMERY CO. & VDOT PLANS FOR PROJ. 0460-154-102, C-501, SHEET 6 REV. DATE OF 08/10/1976.
   TAX PARCEL NO.('s): 496-(A)-87; PI.D.# 015889
3. THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND THEREFORE MAY NOT INDICATE ALL ENCUMBRANCES AND EASEMENTS THAT MAY AFFECT THE SUBJECT PROPERTY.
4. THIS PLAT IS BASED ON AN ACTUAL FIELD SURVEY, USING MONUMENTS FOUND TO EXIST AND THEREFORE MAY NOT CONFORM TO PREVIOUS DEEDS OR PLATS OF RECORD.
5. THE SUBJECT PROPERTY DOES NOT LIE WITHIN A F.E.M.A. DESIGNATED 100-YEAR FLOOD HAZARD ZONE. THE SUBJECT PROPERTY LIES WITHIN "UNSHADED ZONE X – OTHER AREAS", AS DEFINED BY F.E.M.A. & AS SHOWN ON F.I.R.M. MAP NO. 51121C0143C, EFFECTIVE DATE OF SEPTEMBER 25, 2009. THIS DETERMINATION HAS BEEN MADE BY GRAPHIC METHODS ONLY. NO ELEVATION STUDY HAS BEEN PERFORMED AS A PART OF THIS PROJECT.
6. R/W & PROPERTY AS DESCRIBED IN DEED BOOK 399 PG. 22.
7. RIGHT-OF-WAY LINES FOR RAILROAD STREET AND NORTH FRANKLIN STREET (U.S. RTE. 460, FORMERLY VA. RTE. 8) ARE THOSE SHOWN ON STATE HIGHWAY PROJECT 568 MONTGOMERY COUNTY SHEET 4 DATED JAN. 18, 1935 AS PROPOSED RIGHT-OF-WAY AND ALSO SHOWN AS EXISTING RIGHT-OF-WAY ON VDOT NORTH FRANKLIN STREET WIDENING PROJECT 0460-154-102, C-501, SHEET 6, REVISD AUG. 10, 1976. CENTERLINES AND STATIONING SHOWN ARE PER VDOT PLANS ALSO.
8. DISTANCES SHOWN WITHIN BRACKETS [ ] DENOTE DISTANCES SHOW ON PLAT RECORDED IN INSTRUMENT 2009001100.
   DISTANCES SHOWN WITHIN THE CURLY BRACKETS { } DENOTE RECORD DISTANCES SHOWN ON VDOT PLANS FOR PROJ. 0460-154-102, C-501, SHEET 6 REV. DATE OF 08/10/1976.

PHYSICAL IMPROVEMENT SURVEY OF TAX PARCEL 496-(A)-87

TOWN OF CHRISTIANSBURG
RINER MAGISTERIAL DISTRICT
MONTGOMERY COUNTY, VIRGINIA

GAY AND NEEL, INC.
ENGINEERING ◆ LANDSCAPE ARCHITECTURE ◆ SURVEYING
1260 Radford Street
Christiansburg, Virginia 24073
Phone: (540) 381-6011
Fax: (540) 381-2773
Email: info@gayandneel.com
Web: www.gayandneel.com

COMMONWEALTH OF VIRGINIA
RALPH O. CLEMENTS
Lic.No.1864
05/31/16
LAND SURVEYOR

REVISIONS

PROJECT TEAM	
PM	ROC
TECH	KJD
CREW	SBU
GNI JOB NO.	ISSUE DATE
2675.00	05/31/16
SHEET NUMBER	
1 OF 1	

X:\Drawings\2675\SURVEY\Drawings\Plats\2675.0 PLAT.DWG
PLAT 11 X 17, 06/01/2016 5:08:43 PM, KJD, DWG To PDF.pc3, 1:1

Parcel ID: 015889

PERDUE MICHAEL J
24 RAILROAD ST

Owners

Owner1	PERDUE MICHAEL J
Owner2	
Mailing Address	1533 HARMAN DR
Mailing Address2	
City, State, Zip	CHRSITIANSBURG VA 24073

Parcel

Tax Map Number	496- A 87
Property Address	24 RAILROAD ST
City, State, Zip	CHRISTIANSBURG VA 24073
Neighborhood Code	CC400000
Class Code/Description	4000/Commercial/Industrial
Use Code/Description	498/RESIDENTIAL USE, ZONED COMMERCIAL
Primary Zoning Code/Desc	B3/BUSINESS, GENERAL
Restriction Code/Description 1	/
Restriction Code/Description 2	/
Restriction Code/Description 3	/
Land Use Program	NO
Notes:	0783-0396
Notes:	PHYSICAL IMPROVEMENT SURVEY 2016008908
Notes:	
Notes:	
Notes:	3
Notes:	

Legal Description

Legal Description 1	PHYSICAL IMPROVEMENT SURVEY OF
Legal Description 2	TAX PARCEL 496-A-87
Tax District Code/Description	CR/CHRISTIANSBURG/RINER
Deeded Acres	.101
Deed Book	2026
Page	003522

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of **October 30th 2026**, between **Mike Perdue and Kevin McGrady** owners of record of the Property sold herein (hereinafter referred to as the "Seller"), and_____ _____ (hereinafter referred to as the "Purchaser", whether one or more). The Purchaser was the successful bidder at a public auction of the Property held on this date and this Contract restates the terms of sale announced prior to the auction sale.

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

2. **Legal Description** –
   +/- 0.688 acres and improvements; Parcel ID: 025728; DB 2009 PG 1100; W/S N FRANKLIN ST
   Address: 690 N Franklin St, Christiansburg, VA 24073

   +/- 0.101 acres and improvements; Parcel ID 015889; DB 2026 PG 003522; PHYSICAL IMPROVEMENT SURVEY OF, TAX PARCEL 496-A-87
   Address: 24 Railroad St, Christiansburg, VA 24073

3. **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.

4. **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.

5. **Settlement Agent and Possession.** Settlement shall be made at **Attorney or Title Company of Purchasers Choice** on or before **December 14th, 2026** ("Settlement Date"). Possession shall be given at Settlement.

6. **Required Disclosures.**

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

Seller's Initials _____ Purchaser's Initials _____

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

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

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

(b) **Virginia Residential Property Disclosure Act**. The Virginia Residential Property Disclosure Act (§55-517 et seq. of the Code of Virginia) requires the owner of certain residential real property, whenever the property is to be sold or leased with an option to buy, to furnish to the purchaser a RESIDENTIAL PROPERTY DISCLOSURE STATEMENT stating the owner makes certain representations as to the real property. Said form is attached.

(c) **Virginia Condominium Act.** Pursuant to Virginia Code § 55-79.97, Seller represents that the Property is <u>not</u> 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 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.

MECHANIC'S LIEN AFFIDAVIT: Sellers shall furnish at settlement an affidavit, in form satisfactory to Purchaser, showing that all labor and materials, if any, furnished to the property within 123 days prior to settlement have been paid, or affidavit, in the form satisfactory to Purchaser, certifying that no labor or materials have been furnished to the property within such period which would permit the filing of a mechanic’s lien against the property.

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

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

Property. The coverage afforded by such title insurance would be governed by the terms and conditions thereof, and the premium for obtaining such title insurance coverage will be determined by its coverage.

(g) **Lead-Based Paint Disclosure.** The certification, required pursuant to the Lead-Based Paint Hazard Reduction Act of 1992, signed by Seller on any residence built prior to 1978. Property was built in 1995 and lead base paint disclosures do not apply

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

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

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

7. Standard Provisions.

(a) **Deposit.** If Purchaser fails to complete settlement on or before the Settlement Date, 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.

Seller's Initials _____ Purchaser's Initials _____

(b) **Expenses and Prorations.** Seller agrees to pay the costs of preparing the deed, certificates for non-foreign status and state residency and the applicable IRS Form 1099, and the recordation tax applicable to grantors. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with the Contract and the transaction set forth therein, including, without limitation, title examination costs, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. All taxes, assessments, interest, rent and mortgage insurance, if any, shall be prorated as of Settlement. In addition to the Purchase Price, Purchaser shall pay Seller (i) for all propane remaining on the Property (if any) at the prevailing market price as of Settlement and (ii) any escrow Deposits made by Seller which are credited to Purchaser by the holders thereof.

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

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

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

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

(g) **Counterparts.** This Contract may be executed in one or more counterparts, with each such counterpart to be deemed an original. All such counterparts shall constitute a single agreement

binding on all the parties hereto as if all had signed a single document. It is not necessary that all parties sign all or any one of the counterparts, but each party must sign at least one counterpart for this Contract to be effective.

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

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

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

_____
Mike Perdue (Seller) Date

_____
Kevin McGrady (Seller) Date

_____
Purchaser Name

_____
Address

_____
Phone # Email

_____
(Purchaser signature) Date

_____
Purchaser Name

_____
Address

_____
Phone # Email

_____
(Purchaser signature) Date

ARTICLE XII. - GENERAL BUSINESS DISTRICT B-3

Sec. 42-335. - Statement of intent.

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

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

Sec. 42-336. - Permitted uses.

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

(1) Any principal use permitted in the R-3 Multiple-Family Residential District, with a conditional use permit, except that uses permitted as conditional uses in the R-3 District, but permitted as of right in the B-3 District, shall not require a conditional use permit. Dwellings are subject to the same requirements as in the R-3 District, except that a single-family dwelling in association with a permitted office, business or commercial use, in the same building or on the same premises for use by the proprietor or an employee of said business shall be permitted, but not subject to said requirements, including a family and one unrelated individual per unit; and for multifamily dwellings, the density of development shall not exceed the ratio of 20 dwelling units per gross acre. Residential development as part of a planned commercial development shall be subject to the requirements of section 42-341.

(2) Animal hospital, pet shop or pet grooming establishment.

(3) Retail stores, including sale of accessories, antiques, appliances, art or art supplies, beverages (alcoholic or otherwise), books, carpets, clothing, drugs, fabrics, flowers, food, furniture, hardware, jewelry, gifts, office supplies and stationery, shoes, paint, wallpaper, sporting

goods, and similar stores and shops.

(4) Bakeries.

(5) Banks and other financial institutions.

(6) Dry cleaners, laundries and laundromats.

(7) Barber and beauty shops.

(8) Fitness center or health club.

(9) Home appliance services.

(10) Theaters and assembly halls.

(11) Hotels and motels, and bed and breakfast inns.

(12) Offices, business, professional or administrative.

(13) Churches and other places of worship.

(14) Public buildings to consist of fire, police and rescue squad stations, schools, recreational facilities, and libraries. Private buildings to consist of schools, recreational facilities, and libraries with a conditional use permit.

(15) Hospitals, general.

(16) Funeral homes and crematories.

(17) Automobile service stations.

(18) Clubs and lodges, with a conditional use permit.

(19) Auto and truck rental, sales and service. Also see *Automobile service stations* and *Commercial garages.*

(20) Restaurants, food handlers and caterers.

(21) Shoe repair or tailor shop.

(22) Plumbing and electrical supply with storage under cover.

(23) Printing and duplicating services.

(24) Rental of household items, tools and appliances.

(25) Lumber and building materials store, wholesale or retail, but not a lumberyard or manufacturer of brick or concrete blocks.

(26) Self-service storage compartments commonly known as miniwarehouses.

(27) Facilities and structures necessary for rendering utility service, including poles, wires, transformers, transmission lines, telephone booths and the like for normal electrical power distribution or communication service; communications antennas; amateur radio towers; meters and pipelines or conduits for electrical, gas, sewer or water service; pumping and regulatory stations; substations. Communications monopoles and major transmission lines are permitted with a conditional use permit.

(28) Off-street parking and loading; parking garages, with a conditional use permit.

(29) Signs in accordance with the sign ordinance in article XXIV, signs.

(30) Dancehalls, with a conditional use permit.

(31) Mobile home parks, with a conditional use permit. Also see article XVIII, mobile home parks.

(32) Mobile home sales, single- or double-wide, with a conditional use permit.

(33) Machinery and equipment sales, service and storage (but not junk), with a conditional use permit.

(34) Commercial garage and/or towing service, with a conditional use permit. Also see *Auto and truck rental, sales and service* and *Automobile service stations.*

(35) Contractors equipment storage yard or plant or rental of equipment commonly used by contractors (but not material storage), with a conditional use permit.

(36) Radio and television stations and studios or recording studios.

(37) Industrialized building units for business, institutional, security or construction purposes, with a conditional use permit. Conditional use permits shall not be required for construction trailers on active construction sites.

(38) The following listed uses, provided not more than 50 persons are engaged in actual production work, with a conditional use permit:

a. Assembly of electrical appliances, electronic instruments and devices, radios and phonographs and the manufacture of small parts, such as coils, condensers, transformers and crystal holders.

b. Commercial cabinet or woodworking shops; blacksmith shops and welding or machine shops.

c. Pharmaceutical, medical or dental laboratories.

(39) Carnival or fairgrounds, with a conditional use permit.

(40) Public billiard parlors and poolrooms, game rooms, bowling alleys, skating rinks, indoor and outdoor shooting ranges, paintball courses and similar forms of public amusement, with a conditional use permit.

(41) Greenhouse or nursery, commercial, wholesale or retail.

(42) Convalescent homes, rest homes, nursing homes and housing for the elderly and handicapped.

(43) Boardinghouses, with a conditional use permit.

(44) Child day care center.

(45)

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

(46) Recycling collection center with a zoning permit application and plan of operation approved by the administrator. The administrator may refer any proposed collection center application to the town planning commission or health official, or both, for their advice as to the desirability, practicability or health effects of any such center before issuing a zoning permit to any collection center applicant. Collection center zoning permits may be revoked at any time by the administrator or health official when such recycling center poses a threat to public safety, health or general welfare.

(47) Recycling, post-collection separation facilities, with a conditional use permit and a plan of operation approved by the administrator. In cases of doubt regarding the nature of a process or use, the administrator may require an engineering report describing the process or use and the probable impacts of the facility.

(48) Auction house, business, with a conditional use permit.

(49) Family day homes, with a conditional use permit.

(50) Kennels with a conditional use permit.

(51) Automobile upholstery shops, with a conditional use permit.

(52) Railroad yards and terminals, with a conditional use permit.

(53) Farmers' markets or flea markets, with a conditional use permit.

(54) Automobile auctions, with a conditional use permit.

(55) Tattoo parlors and body piercing establishments with approval of the county health department.

(56) Portable storage containers, in accordance with section 42-662.

(57) Janitorial services.

(58) Exterminating services with a conditional use permit.

(59) Personal service establishments.

(60) Loudspeaker/sound amplification/outdoor sound system to be used in excess of the town's noise ordinance, with a conditional use permit.

(61) Leisure and enrichment service.

(62) Microbrewery with capacity not to exceed 10,000 barrels per year.

(63) Microbrewery with capacity between 10,001 and 15,000 barrels per year, with a conditional use permit.

(64) Museums, art galleries and art studios.

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

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

Appliance service, see *Home appliance services.*

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

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

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

Pet shops, see *Animal.*

Tourist homes, see *Hotels, motels.*

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

Sec. 42-337. - Area.

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

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

Sec. 42-338. - Setback.

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

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

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

Sec. 42-339. - Frontage and yards.

(a) Lots need not abut or adjoin a public street right-of-way, provided vehicular or pedestrian access is provided to a public street right-of-way through a perpetual unobstructed paved easement or parking area of at least 30 feet in width for vehicular access or ten feet in width for pedestrian access. Other access designs may be approved by the administrator with consideration being given to overall site conditions and traffic patterns in keeping with article XXI, site plan review.

(b) If a development includes common areas in addition to the individual lots, the common areas shall be maintained by, and be the sole responsibility of, the developer-owner of the development until such time as the developer-owner conveys such common area to a nonprofit corporate owner whose members shall be all of the individual owners of the individual lots in the development. Said land shall be conveyed to, and be held by, said nonprofit corporate owner solely for the benefit of the owners of the individual lots in the development. In the event of such conveyance by the developer-owner to a nonprofit corporate owner, deed restrictions and covenants shall provide, among other things, that any assessments, charges for cost of maintenance of such common areas shall constitute a pro rata lien upon the individual lots. Maintenance to exteriors, lawns, special lighting and drainage shall be provided in a manner so as to discharge any responsibility for the town.

(c) Whenever any development containing common area is proposed by a developer, and before any permit for the erection of structures shall be granted, the developer, or his agent, shall apply, in writing, to the agent for the approval of the plat and submit three copies of the plat, including the lot, street and utilities layout to a scale of not less than one inch equals 50 feet. No lots shall be sold until a final plat for the development shall have been approved by council and recorded in the office of the clerk of the county within 60 days after notification of final approval by the agent; otherwise, the approval shall become invalid.

(d) Provisions shall be made to ensure that nonpublic areas for the common use of occupants shall be maintained without expense to the town.

(e)

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

(f) A minimum of 20 percent of the site shall be reserved for greenspace landscaping with no more than 50 percent of the greenspace in grass alone. The greenspace shall contain trees with a minimum height, at time of planting, of six feet or more at the ratio of one tree per 400 square feet or less of greenspace area. Such greenspace is to be distributed uniformly around the perimeter of the site or distributed throughout the parking and pedestrian areas.

(g) A landscaping plan with all areas drawn to scale shall be submitted as part of the site plan.

(h) Preservation of existing trees is encouraged and shall be credited toward the landscaping requirement.

(i) Sidewalks shall be required for all new development. In lieu of sidewalks, an owner or developer may provide a paved multi-use trail if approved by the town manager. The trail must be a minimum of ten feet in width and adjoin the street right-of-way. A trail must run the entire road frontage of the parcel. In the absence of unreasonable hardship, the town manager will not approve a trail for parcels whose adjoining parcels have sidewalks such that a trail connects to a sidewalk. The zoning administrator/town manager may waive this requirement in circumstances that sidewalks do not provide desired connectivity and/or are not physically practical due to site limitations, provided the owner/developer makes a contribution in an amount approximate to the sidewalk installation cost to the town to be utilized for sidewalk improvements and/or repairs in other locations. The zoning administrator/town manager may refer the decision regarding the connectivity and/or practicality to the planning commission should there be any doubts. The town manager/town engineer shall make the determination of the approximate sidewalk installation cost.

(j) Structural projections into minimum required yards shall be permitted in accordance with section 42-15.

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

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

Sec. 42-340. - Height.

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

(1) The height limit may be increased up to 70 feet, provided the building is set back from all lot lines at least two feet for each one foot of height over 35 feet.

(2) Church spires, belfries, cupolas, monuments, water towers, chimneys, flues and flagpoles shall be exempt from this section.

(3) Parapet walls may be up to four feet above the height of the building on which the walls rest.

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

Sec. 42-341. - Planned commercial developments.

(a) Purpose. Planned Commercial Developments (PCDs) are intended to provide for flexibility in the planning of certain tracts of land through the modification of certain development standards. PCDs are generally characterized by a unified or planned clustering of commercial or mixed use development served by common parking areas with shared means of ingress and egress. PCDs allow for a mixing of commercial and residential uses but are not intended to be a tool to enable primarily residential development. PCDs are not intended to be a means to lessen development standards as would otherwise be required without providing for increased amenities, safety, and other public and private benefits. These developments should be designed to mitigate potential increases in traffic congestion through enhanced pedestrian access between uses within the PCD and to encourage best management practices for site development regarding but not limited to stormwater management and other impacts to adjacent property, including light and noise nuisances.

(b) In order to encourage improved design, variety in uses and site layout, a master plan and proposed development standards shall be submitted for consideration of a planned commercial development, together with a subdivision plan, if required by this chapter or chapter 40, and such other descriptive material or conditions of development as may be necessary to fully determine the development, even though such development does not comply in all respects to the development standards of the B-3 General Business District, provided:

(1) No development shall be commenced until a master plan and conditional use permit have been approved by the town council.

(2) Before any permit shall be issued for the erection of a permanent building in a proposed planned commercial development, final site plan approval shall be required in accordance with article XXI.

(3)

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

(4) For residential uses within a planned commercial development, the dwelling unit density shall not exceed 30 dwelling units per gross acre.

(5) Required off-street parking may be decreased by no more than 20 percent. Any credit towards reduction of off-street parking requirements allowed elsewhere within this chapter shall be counted towards any reduction allowance set forth herein.

(6) One or more major features of the development, such as unusual natural features, yard spaces, open spaces and building types and arrangements, are such as to justify application of this section rather than a conventional application of the other regulations of the B-3 General Business District.

(7) The total development area, whether existing as a single parcel or multiple adjacent parcels is at least ten acres and is of sufficient size in the location proposed as to permit development of an internal environment, which, if different from designs otherwise permitted in the B-3 General Business District, will not adversely affect existing and future development in the surrounding area.

(8) Materials submitted, drawings, descriptions, development standards, and the like are sufficiently detailed to ensure compliance with the purpose of this section.

(9) The development is designed to promote harmonious relationships with surrounding adjacent and nearby developed properties, and, to this end, may employ such design techniques as may be appropriate to a particular case, including use of building types, heights, orientation and spacing and setback of buildings, careful use of topography, maintenance of natural vegetation, location of recreation areas, open spaces and parking areas, grading, landscaping and screening.

(10) Provisions shall be made to ensure that private common areas of the development shall be maintained in a satisfactory manner without incurring public expense.

(c) Procedures and general standards for approval of an application under this section shall be the same as those for a conditional use permit as provided for in article I of this chapter.

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

Secs. 42-342—42-368. - Reserved.