



**Blue Ridge Land
& Auction Co., Inc**

TERMS OF AUCTION

AUCTION FOR – Martin & Martin Investments LLC

AUCTION LOCATION – Online at <http://www.VaAuctionPro.com>

AUCTION DATE – Thursday, April 8th 2021 at 4pm

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

Offering – 104 Evans Street NE; Christiansburg, VA 24073

+/- 0.191 Acres with a 4 Unit Apartment Building

Legal Description – EVANS ADD; Parcel ID 026931

Tax Map # 527 – A162A; Zoned B3/Business, General

Deed Book 2013 Page 003930

General Terms and Conditions

10% Buyer’s Premium applied to final and accepted bid to arrive at Final Contract Price. Purchaser will be expected to sign a Real Estate Purchase Contract, Place an Earnest Money Deposit, and close within 45 days. Sold “Subject to Seller Confirmation”. Earnest Money Deposit is \$10,000.

BIDDER REGISTRATION – **Registration begins online** prior to auction at <http://www.VaAuctionPro.com>.

By registering, Bidder acknowledges receipt of the Terms of Auction and access to the Sale Contract and unconditionally and irrevocably agrees to be bound by both.

AGENCY DISCLOSURE – Auctioneer / Broker is acting exclusively as an agent for Seller and not as an agent for any bidder or buyer. No third-party broker / agent is acting as a subagent of Auctioneer.

COPYRIGHT FOR AUCTION – The Auction is the exclusive intellectual property of Auctioneer, covered by copyright protection, and may not be recorded, reproduced, or used in any form by anyone other than Auctioneer.

DUE DILIGENCE – Seller and Auctioneer, Realtor(s), and/or Broker(s) do not attempt to provide Bidder with all of the information Bidder may need to make an informed decision about the Auction and Property. Bidder should obtain professional advice, inspect, and conduct due diligence on the Property, any occupancy of it, title, zoning, surrounding area, all information provided by Seller or Auctioneer, public records, Terms of Auction, Sale Contract, transaction contemplated, and all circumstances, defects, facts, issues, problems, and other relevant matter (collectively “Property Issues”). All information provided by Auctioneer came from Seller and Public Record and is believed to be accurate, but neither Seller nor Auctioneer guarantees, represents, or warrants its accuracy or completeness and Bidder should not rely upon it without independent inspection and verification from sources Bidder knows to be reliable. Bidder has either performed all inspections and other due diligence that it deems necessary in advance of bidding in the Auction, Bidder understands and fully accepts the risk of not having done so. No Property will be open for inspection following the Auction and through the time of closing the sale. Seller and Auctioneer, Realtor(s), and / or Broker(s) are not required to update any information provided or published and will have no liability whatsoever for failing to do so.

DISCLAIMERS – Participation in the Auction is at Bidder’s sole risk and Seller and Auctioneer, plus their agents, contractors, directors, employees, members, officers, and representatives will have no liability whatsoever. The Property will be offered “**AS IS, WHERE IS, WITH ALL FAULTS.**” To the fullest extent allowed by law, Seller and Auctioneer unconditionally disclaim any guarantee, representation, or warranty of every kind, whether expressed, implied, or statutory, whether oral or written, whether past, present, or future, with respect to all Property Issues, except as expressly provided in the terms of the Auction and the Sale Contract.

DISCLOSURES - Unless otherwise disclosed, the Property will be offered for sale and conveyed by deed free and clear of all liens, mortgages, deeds of trust, delinquent taxes, assessments and warrants, but subject to all non-monetary encumbrances such as conditions, covenants, deeds, easements, reservations, restrictions, right-of-ways, title exceptions, zoning regulations and matters of record. Maps, depictions, and sketches in any materials related to the Property are for illustration purposes only and Seller, Realtor, and Auctioneer do not guarantee, represent, or warrant their accuracy or completeness.

SALE CONTRACT – Bidder should carefully read and understand the Sale Contract before bidding in the Auction. The Property will be offered subject to the terms of the Sale Contract which is not negotiable. Contract is not subject to purchaser obtaining financing. Although contract is not subject to financing, purchaser may get a loan that does not delay closing. Buyer will immediately execute the Sale Contract and all related documents presented by Auctioneer to bind Bidder and Seller to a sale of the Property and no addition, deletion, or revision will be permitted. The Sale Contract will exclusively govern the Parties’ rights, responsibilities, and remedies with respect to any sale of the Property and all related matters. The sale must close within 45 days following the Auction.

EARNEST MONEY DEPOSIT – Purchaser will be required to make a **\$10,000 Earnest Money Deposit** on **April 8th, 2021**. The Earnest Money Deposit shall be made with certified funds or funds authorized by Seller. If Purchaser defaults under the terms of the Sale Contract, Earnest Money will be forfeited to Seller and Auction Company. If Seller defaults under the terms of the Sale Contract, Earnest Money will be returned to Purchaser.

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.

DISPUTE RESOLUTION – There shall be an attempt for any dispute resulting from Auction to be resolved by non-binding mediation. Any action must be commenced within two (2) years from the date when the cause of action accrues or it will be forever barred. The right of action will accrue, and the two (2) year limitation period will begin to run, on the date the breach, damage, or injury is sustained and not when the resulting damage or harm is discovered.

To the fullest extent allowed by law, neither Seller, Realtor, nor Auctioneer will be liable for any consequential, exemplary, incidental, indirect, punitive, or special loss or damage, including, but not limited to, damage to property or loss of income, revenues, time, or use that might arise out of the Auction, offering or sale of the Property, or any related matter, whether such action be in contract, tort, strict liability, or other legal or equitable theory.

Choice of Law, Jurisdiction, and Venue – Any Auction matter will be exclusively construed and governed in accordance with the laws of the State of Virginia, without regard to its conflict of laws principles. The exclusive jurisdiction and venue for any controversy or claim between the Parties will be the County of Floyd in the State of Virginia.

MISCELLANEOUS – The Terms of Auction will bind Bidders and their agents, assigns, attorneys, beneficiaries, brokers, directors, distributes, employees, executors, heirs, legatees, officers, representatives, shareholders, and successors in interest. No deletion, modification, supplement, or waiver of any provision of the Terms of Auction will be made, except by Auctioneer’s written revision or announcement at the Auction.

Bidder Acknowledgement – By signing below you hereby agree to the **Terms of Auction**

Name	_____
Signature	_____
Address	_____
Phone	_____
Email	_____

Property Information Sheet

**104 Evans Street
Christiansburg, VA 24073**



Acreage - 0.191

Tax Map # 527 – A162A; **Parcel ID** 026931

Deed Book 2013 Page 003930; **PB** 0558-0504

Primary Zoning – B3/Business, General

Total Finished Square Footage – 2,816

Year Built – 1955

Flooring – Laminate and Carpet

Interior Walls – Drywall

Heating – Heat Pump

Water and Sewer – Public Systems

Exterior Siding – Brick

Roof – Composite Shingle

Unit 1 - This unit features 2 bedrooms and 1 full bath. It includes a refrigerator, dishwasher and electric range. This apartment is on the upper/street level and has a parking space in front.

Unit 2 - This unit features 2 bedrooms and 1 full bath. It includes a refrigerator, dishwasher and electric range. This apartment is on the upper/street level and has a parking space in front.

Unit 3 - This unit features 2 bedrooms and 1 full bath. It includes a refrigerator, dishwasher and electric range. This apartment is on the lower level.

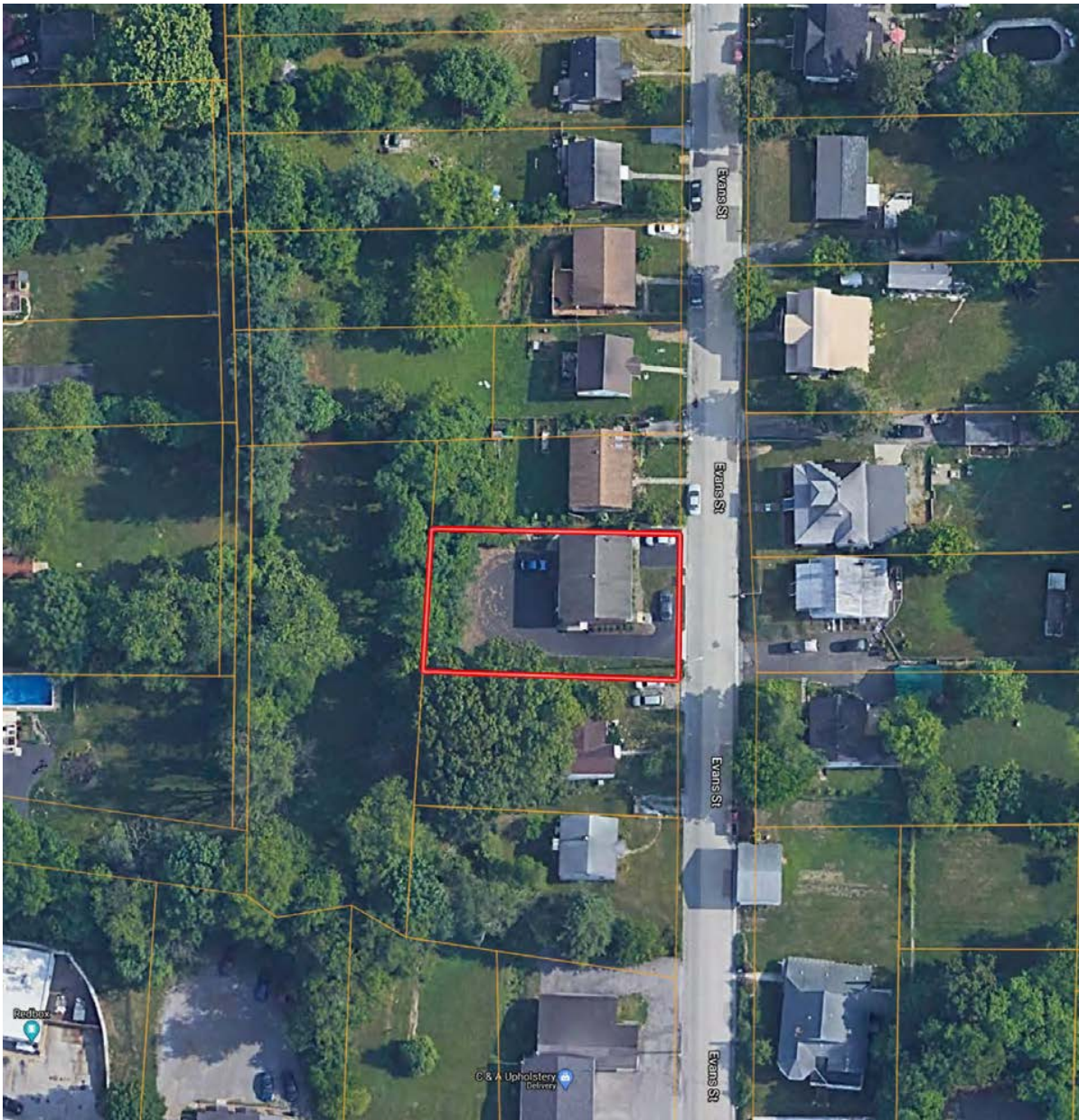
Unit 4 - This unit features 1 bedroom and 1 full bath. It includes a refrigerator, dishwasher and electric range. This apartment is on the lower level.

*****INFORMATION DEEMED RELIABLE BUT NOT GUARANTEED



Auction Services

Aerial Map



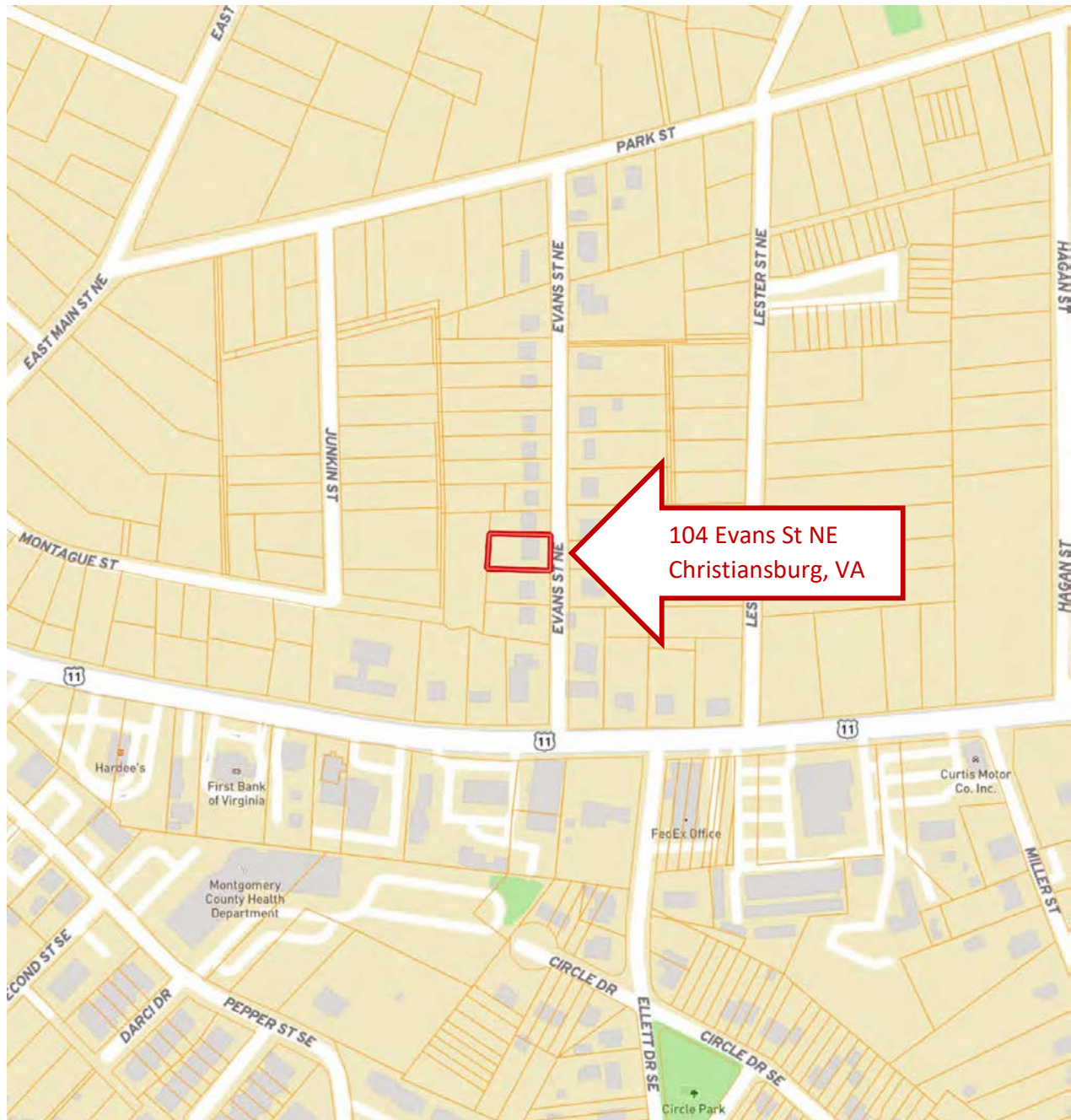


An aerial photograph of a residential neighborhood in Blacksburg, Virginia. The map is overlaid with yellow property lines. A red rectangle highlights a specific property located on the east side of Montague Street, between Park Street and Lee Highway. The surrounding area includes various residential lots, some with houses and others with trees. Several commercial and public buildings are visible, including the Montgomery County Health Department, the Montgomery Museum of Art & History, and the First Community Bank. Other labeled streets include Park St, E Main St, Montague St, Lee Hwy, and E 4th St. Various businesses and landmarks are also labeled, such as Shanks David, Body Dynamic, and the Park United Methodist Church.



Auction Services

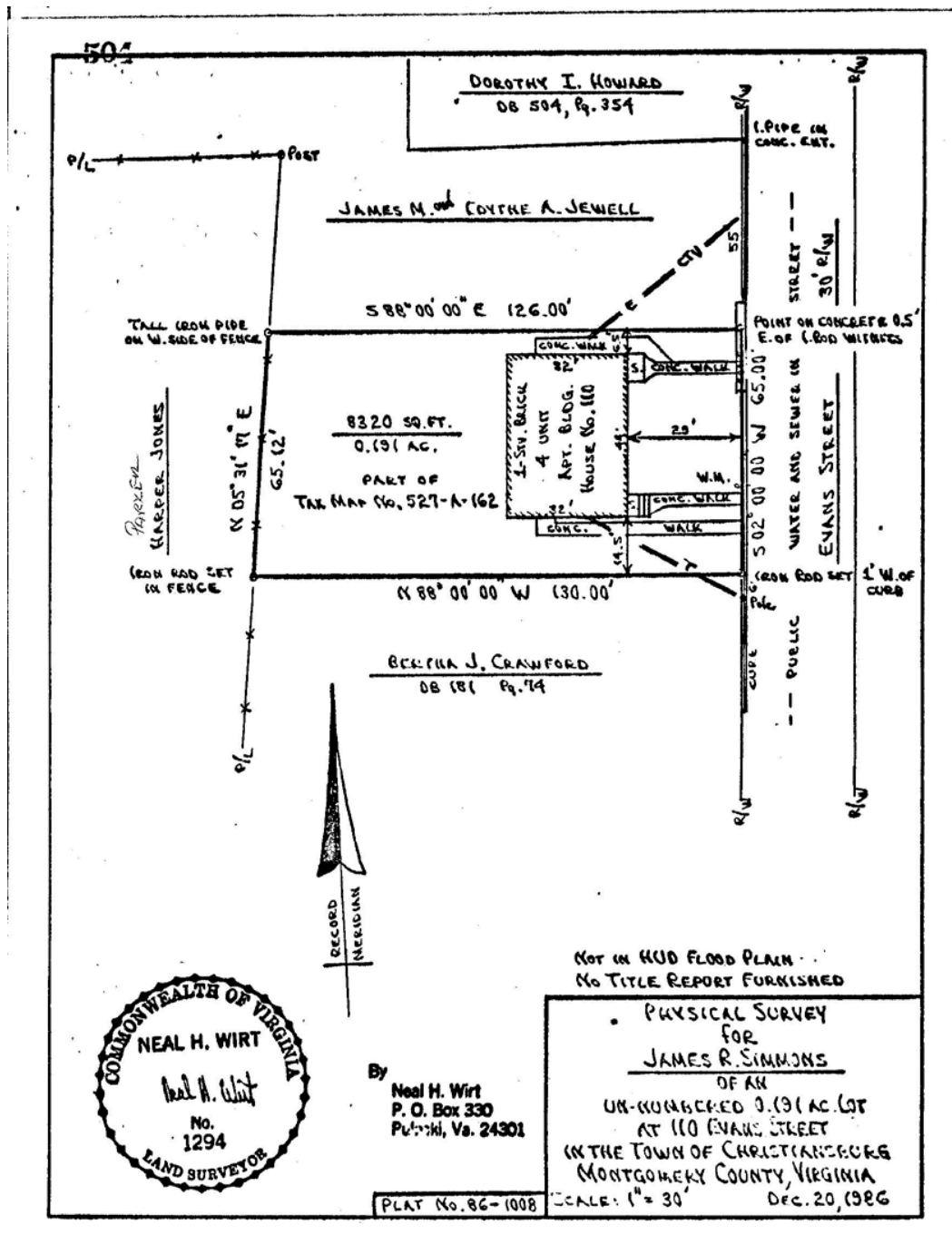
Location



Montgomery County GIS Map



Survey



Zoning Description

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. 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)

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.

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)

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.

TITLE INSURANCE:	N/A
GRANTEES ADDRESS:	2000 Tower Road, Christiansburg, VA, 24073
CONSIDERATION:	None
TAX ASSESSED VALUE:	\$181,700.00
DEED PREPARED BY:	FRANK, SPICER & COX, P.C.
VIRGINIA STATE BAR NO.:	JOHN N. SPICER - 68845

DEED OF GIFT

THIS DEED OF GIFT is made and entered into on this 25th day of April, 2013, by and between, **JOHNNY C. MARTIN** and **AMELIA F. MARTIN**, husband and wife, Grantors, and **MARTIN & MARTIN INVESTMENTS, LLC**, a Virginia limited liability company, Grantee.

W I T N E S S E T H :

THAT FOR AND IN CONSIDERATION of the sum of ONE and 00/100 DOLLAR (\$1.00) cash in hand paid by the Grantee unto the Grantors, and other good and valuable consideration, the receipt all of which is hereby expressly acknowledged, the Grantors do hereby TRANSFER, GRANT AND CONVEY, with **GENERAL WARRANTY AND MODERN ENGLISH COVENANTS OF TITLE**, in fee simple unto the said Grantee Martin & Martin Investments, LLC all that certain tract or parcel of land with all improvements thereon and appurtenances thereunto belonging, situate, lying and being in the Town of Blacksburg, Shawsville Magisterial District, County of Montgomery, Virginia, and described as:

ALL that lot containing 0.191 acre, as shown on the map of physical survey for James R. Simmons, prepared by Neal H. Wirt, L.S., dated 20 December 1986, Plat No. 86-1008, a copy of which is recorded in the Office of the Clerk of the Circuit Court of Montgomery County, Virginia as Instrument No. 2002015858.

FRANK, SPICER &
COX, P.C.
504 SOUTH MAIN STREET
BLACKSBURG, VA 24060
(540) 552-0007

TOGETHER WITH AND SUBJECT TO an easement for ingress and egress across the herein described property and an agreement to share in the maintenance of said easement of record in the aforesaid Clerk's Office as Instrument No. 2006001648.

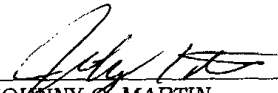
TAX MAP NO. 527-A162A; PARCEL ID: 026931;

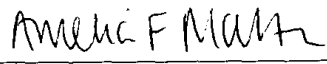
BEING all the same property conveyed unto the Grantors herein by deed dated April 28th, 2008, from Gregory L. Dehart and Amy G. Dehart, which deed is of record in the aforesaid Clerk's Office as Document No. 2008004547.

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

This deed is made pursuant to Section 58.1-811 (D) of the Code of Virginia, 1950, as amended. Therefore, no recordation tax is to be collected on this deed.

WITNESS the following signatures and seals:

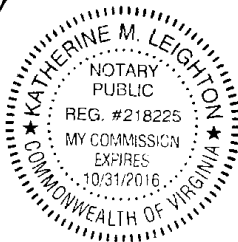
 (SEAL)
JOHNNY C. MARTIN

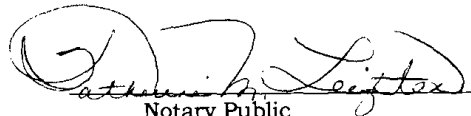
 (SEAL)
AMELIA F. MARTIN

COMMONWEALTH OF VIRGINIA,
COUNTY OF MONTGOMERY, to-wit:

The foregoing instrument was acknowledged before me this 28th day of April, 2013, by Johnny C. Martin and Amelia F. Martin.

FRANK, SPICER &
COX, P.C.
504 SOUTH MAIN STREET
BLACKSBURG, VA 24060
(540) 552-0007




Notary Public

My commission expires: 10/31/2016

My Registration Number: 218225

NO TITLE EXAMINATION WAS PERFORMED IN THE PREPARATION OF THIS DEED.

FRANK, SPICER &
COX, P.C.

504 SOUTH MAIN STREET
BLACKSBURG, VA 24060

(540) 552-0007

INSTRUMENT #13003930
RECORDED IN THE CLERK'S OFFICE OF
MONTGOMERY COUNTY ON
APRIL 30, 2013 AT 03:12PM

ERICA W. WILLIAMS, CLERK
RECORDED BY: DCV

Parcel ID: 026931

MARTIN & MARTIN INVESTMENTS LLC
104 EVANS ST**Owners**

Owner1	MARTIN & MARTIN
Owner2	INVESTMENTS LLC
Mailing Address	2000 TOWER RD
Mailing Address2	
City, State, Zip	CHRISTIANSBURG VA 24073

Parcel

Tax Map Number	527- A162A
Property Address	104 EVANS ST NE
City, State, Zip	CHRISTIANSBURG VA 24073
Neighborhood Code	CC300000
Class Code/Description	3000/Multi Family Res
Use Code/Description	540/MULTI FAMILY RESIDENTIAL
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 0558-0504
Notes:	QUADRAPLEX
Notes:	
Notes:	
Notes:	
Notes:	

Legal Description

Legal Description 1	EVANS ADD
Legal Description 2	
Tax District Code/Description	CS/CHRISTIANSBURG/SHAWSVILLE
Deeded Acres	.191
Deed Book	2013
Page	003930

Sales

Sale Date	Sale Price	Grantee	Grantor	Book	Page
25-APR-13		MARTIN & MARTIN	MARTIN JOHNNY C	2013	003930
28-APR-08	\$235,000	MARTIN JOHNNY C	DEHART GREGORY L	2008	004547
22-JUL-03	\$121,500	DEHART GREGORY L	RENTAL INVESTMENTS OF VIRGINIA INC	2003	012030
11-OCT-02	\$60,000	RENTAL INVESTMENTS OF VIRGINIA INC	SIMMONS BONNIE M	2002	015856
26-AUG-02		SIMMONS BONNIE M	SIMMONS JAMES R	2002	000377
01-JAN-86	\$71,000	SIMMONS JAMES R		0558	0502

Sale Details

1 of 6

Sale Date	25-APR-13
Sale Key	99316
Sale Price	
Grantee	MARTIN & MARTIN
Grantor	MARTIN JOHNNY C
Book	2013
Page	003930
Sale Type	IMPROVED
Sale Source	D-DEED BARGIN SALE
Sale Validity	17-DEED OF GIFT

Dwelling Description

Card	1
Story Height	1
Construction Code/Desc	2 / BRICK
Style Code/Desc	60 / MULTI-FAMILY
Year Built	1955
Effective Year Built	1955
Remodeled Year	
Total Rooms	15
Bedrooms	7
Full Baths	4
Half Baths	
Additional Fixtures	
Total Fixtures	12

3/3/2021

Montgomery County, VA

Kitchen Remodeled	
Bathroom Remodeled	
Basement Code/Desc	6 / FULL
Heating Code/Desc	4 / CENTRAL WITH AIR
Heating Fuel Type Code/Desc	5 / ELECTRIC
Heating System Code/Desc	5 / HEAT PUMP
Attic Code/Desc	1 / NONE
Physical Condition Code/Desc	G / GOOD CONDITION
Square Footage of Living Areas	2,816
Unfinished Area SF/Value	/ \$0
Finished Basement - poor SF/Value	/ \$0
Finished Basement - avg SF/Value	/ \$0
Finished Basement - good SF/Value	1408 / \$57024
Fireplace stacks/openings	/
Pre Fab Fireplace	
Bsmt Garage #Cars	
Misc Code/Desc/Value	KT / EXTRA KITCHEN / \$20250
Misc Code/Desc/Value	// \$0
Notes1	
Notes2	
Grade Factor/Desc	28 / D+10
Additional Exterior Wall	
Roof Structure	GABLE
Roof Cover	COMPOSIT SHINGLE
Interior Wall 1	DRYWALL
Interior Wall 2	
Floor Code 1	CARPET
Floor Code 1	
Structural Frame	WOOD

Condominium Data

Complex No.
Unit No.
Name
Level
Type
View

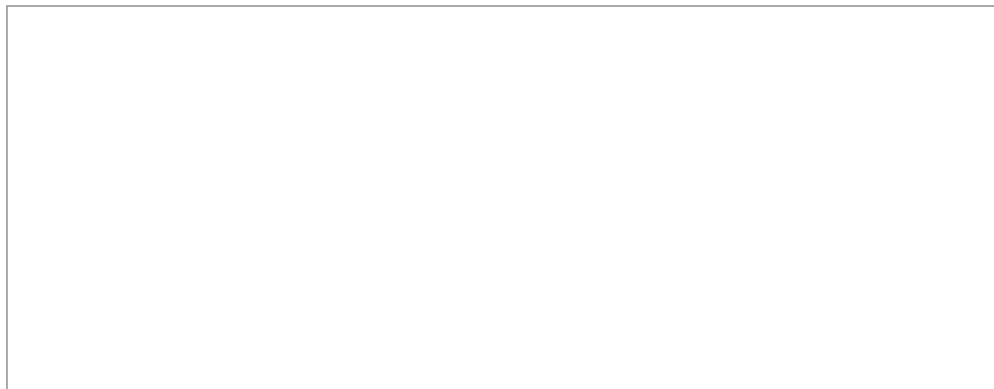
SFLA includes finished basement area

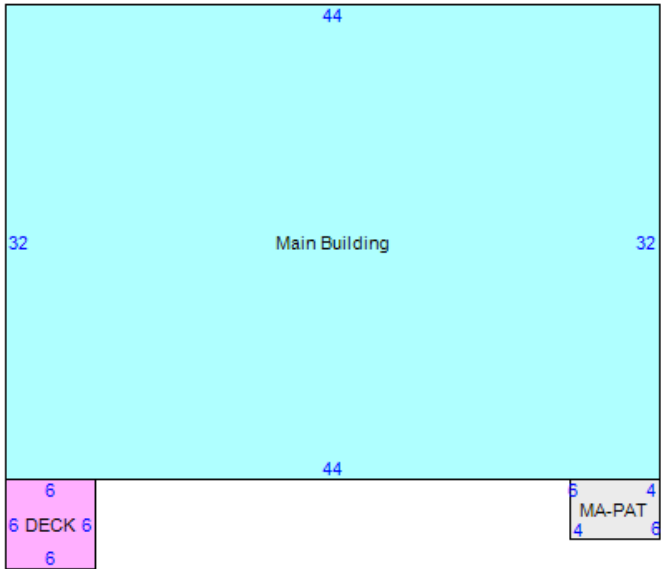
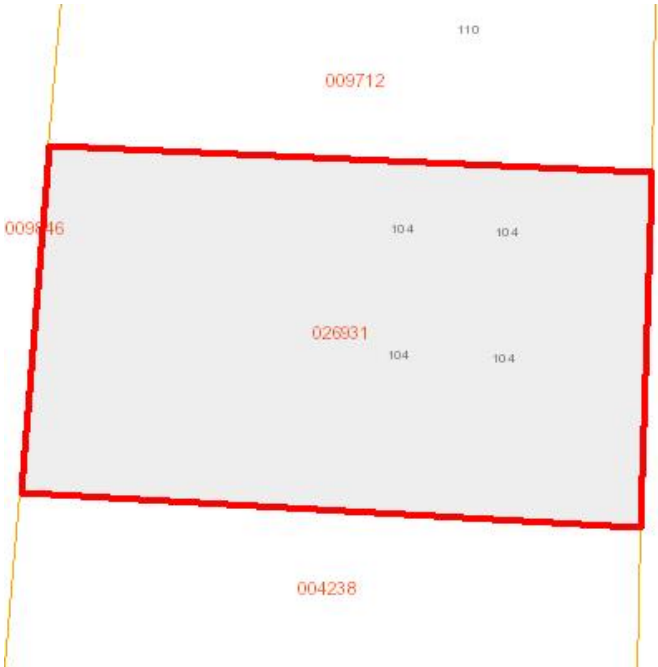
Assessed Values

Assessed Land	\$25,000
Assessed Buildings	\$156,400
Total Assessed Value	\$181,400
Land Use Program	NO
Deferred Land Use Amount	\$0
Value After Land Use Deferment	\$0
Taxable Type	Taxable

Assessed values are effective Jan 1, 2019 through Dec 31, 2022.

Tax Rate for 2020 is 89 cents per \$100. Tax rate for 2021 has not been set.





Item	Area
Main Building	1408
DECK - 31:DECK	36
MA-PAT - 33:MA-PAT	24

CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 8th, 2021, between Martin & Martin Investments LLC, owner 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 –

+/- 0.191 Acres; EVANS ADD; CS/CHRISTIANSBURG/SHAWSVILLE
Tax Map # 527 – A162A; Parcel ID 026931; Zoned B3/BUSINESS, GENERAL
Deed Book 2013 Page 003930; PB 0558-0504

Commonly known as – 104 Evan Street NE; Christiansburg VA 24073

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

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

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

5. Settlement Agent and Possession. Settlement shall be made at _____ on or before May 24th, 2021 ("Settlement Date"). Time is of the essence. Possession shall be given at Settlement.

Seller's Initials _____

Purchaser's Initials _____

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.

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.

Seller's Initials _____

Purchaser's Initials _____

(b) **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 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.

(c) **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. (See Standard Provision J on Exhibit A.)

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

Seller's Initials _____

Purchaser's Initials _____

(d) **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.

(e) **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. Home was built in 1955 and lead base paint disclosure is required.

(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 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.

Seller's Initials _____

Purchaser's Initials _____

7. Standard Provisions.

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

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

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

Seller's Initials _____

Purchaser's Initials _____

(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.

Seller's Initials _____

Purchaser's Initials _____

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

Martin & Martin Investments LLC (Seller) 04/08/2021

Purchaser Name

Address

Phone # Email

(Purchaser signature) 04/08/2021

Purchaser Name

Address

Phone # Email

(Purchaser signature) 04/08/2021

Seller's Initials _____

Purchaser's Initials _____