



# Blue Ridge Land & Auction Co., Inc

## Online Auction Bidders Agreement

Buyer agrees to immediately enter into the Real Estate Auction Purchase Contract approved by Seller, if declared the high bidder (winning bidder) by the auctioneer during the following auction:

**AUCTION FOR** – Central Rentals, LLC

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

**AUCTION DATE** – Thursday, April 11<sup>th</sup>, 2024 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 Company located at 102 South Locust Street, Floyd VA 24091 (540-745-2005) has contracted with “Seller” to offer to sell at public auction certain real property.

**OFFERING** –

**Legally described as:**

**OFFERING 1:** Tax ID: 6-8-214B; .1100 AC (4,793 SF); Portion of Lot 214 Heth Map of Central City (DB-42 PG-26)

**Address: 1201 Fairfax St., Radford, VA 24141**

**OFFERING 2:** Tax ID: 6-8-212B; .110 AC (4,800 SF); Portion of Lot 212 of Heth Map of Central City (DB-42 PG-26)

**Address: 1205 Fairfax St., Radford, VA 24141**

**OFFERING 3:** Tax ID: 6-8-210; .2066 AC (9,000 SF); Portion of Lot 210 of Heth Map of Central City (DB-42 PG-26)

**Address: 1207 Fairfax St., Radford, VA 24141**

**OFFERING 4:** Tax ID: 6-8-208; .251 AC (10,950 SF); Portion of Lot 208 of Heth Map of Central City (DB-42 PG-26)

**Address: 1211 Fairfax St., Radford, VA 24141**

**OFFERING 5:** Tax ID: 6-8-2A; .086 AC (3,750 SF); Portion of Lot 2 of Heth Map of Central City (DB-42 PG-26)

**Address: 1217 Fairfax St., Radford, VA 24141**

- **Online Bidding Open NOW**
- **Online Bidding Closes on Wednesday, April 11<sup>th</sup>, 2024 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.
- 2) **Bidding Registration:** Online bidder hereby agrees that they must be properly registered for the online auction. If you need assistance with registration, contact **Kaitlyn Harman at (540) 745-2005 or by email at [BlueRidgeLandandAuction@gmail.com](mailto:BlueRidgeLandandAuction@gmail.com)**. Seller(s) may at their sole discretion request additional registration requirements from any bidder unknown to them or the auction company.
- 3) **Bidding Opens/Closes:** The Online Only Auction bidding shall be opened and begin closing on the dates and times stated above, subject to the soft close feature as outlined below in (#16).
- 4) **Property Preview Dates:** It is highly recommended that all bidders personally inspect the property prior to placing any bids in the auction. Property inspections are the sole responsibility of the bidders. The property may also be inspected by scheduling an appointment with the Auction Company at (540) 745-2005 or Auctioneer Matt Gallimore at (540) 239-2585.
- 5) **No Financing Contingency:** By participating in this auction, bidders hereby agree that their bid shall **NOT** be subject to the bidder's ability to obtain financing. Financing is NOT a contingency in the purchase agreement. However, if a bidder decides to purchase property with a loan, they should make sure they are approved for a loan and that lender is capable of completing on or before closing date.
- 6) **Buyer's Premium: A Ten Percent (10%)** Buyer's Premium shall be added to the final bid price place online, which will determine the Total Contract Sales Price. Bidders hereby understand that the Buyer's Premium shall be added to the winning bid to create the Total Contract Sales Price for which they are obligated to pay for the property. **Example:** (winning online bid \$100,000 + 10% buyer's premium = total purchase price of \$110,000).
- 7) **Purchase Contract:** Winning bidder hereby agrees to enter into the Real Estate Auction Purchase Contract which has been approved by the Seller, immediately upon being declared the Successful Bidder by the Auctioneer. Upon the close of the auction the winning bidder will be forwarded via email an Auction Real Estate Sales Contract to purchase the property. A signed copy of the Auction Real Estate Sales Contract must be received by **United Country | Blue Ridge Land and Auction** no later than 24 hours from the time said Purchase Contract

was sent to the winning bidder. The Auction Real Estate Sales Contract may be e-signed, hand delivered, faxed, or scanned and emailed. A sample purchase contract is available for review online prior to placing any bids in the auction.

- 8) **Earnest Money Deposit:** A \$10,000 per offering non-refundable deposit will be wire transferred or hand delivered in the form of certified funds to United Country | Blue Ridge Land and Auction no later than 48 hours following the close of auction. See closing agents contact information below. The balance of the purchase price will be due in full at closing.
- 9) **Closing:** Closing shall be on or before **Tuesday, May 28<sup>th</sup>, 2024**. 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) **Simultaneous Close of Lot Bidding:** Bidders desiring more than one offering (tract) will need to be high bidder on all offerings (tracts) desired. Each offering will stay open until all bidding is complete, and all offerings will close simultaneously.
- 17) **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.

- 18) **Disclaimer:** All information provided is believed to be accurate; however, no liability for its accuracy, errors or omissions is assumed. All lines drawn on maps, photographs, etc. are approximate. Buyers should verify the information to their satisfaction. Information is subject to change without notice. There are no warranties either expressed or implied pertaining to this property. Real estate is being sold "As-Is, Where-Is" with NO warranties expressed or implied. Please make all inspections and have financing arranged prior to the end of bidding. The Auctioneer reserves the right to bid on behalf of the Seller up to, but not beyond the Seller's reserve price (if applicable). The property is available for and subject to sale prior to auction. By participating in this auction, Buyers hereby acknowledge that any bid(s) placed by them is a binding agreement to purchase the property, subject to the bid being approved by Seller (if applicable).
- 19) **Buyer's Broker Fee:** A Buyer's Broker Fee of 2% (of the High Bid Price) is offered to VA State Licensed Real Estate Brokers under the following conditions: Buyer's agent must contact the Auction company, submit a Broker Participation Form signed by the buyer, and register buyer 48 hours prior to auction date. If these steps have not been completed, no broker participation fee will be paid.
- 20) **Pre-Auction Sales:** As an agent for the Seller, the Auctioneer must present any and all bona fide written offers to the Seller, which may be created outside of the online bidding platform. Therefore, all properties are subject to pre-auction sales. Pre-auction offers must meet all 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 Fee of 2% (of High Bid Price) is offered to a cooperating VA State Licensed Real Estate Broker on any pre-auction offers that are properly completed and submitted on the appropriate forms provided by the auction company.

Matt Gallimore – United Country Blue Ridge Land and Auction  
Owner, Real Estate Broker, Auctioneer, MBA  
102 South Locust Street; PO Box 234  
Floyd, VA 24091  
540-239-2585  
[Gallimore.matt@gmail.com](mailto:Gallimore.matt@gmail.com)

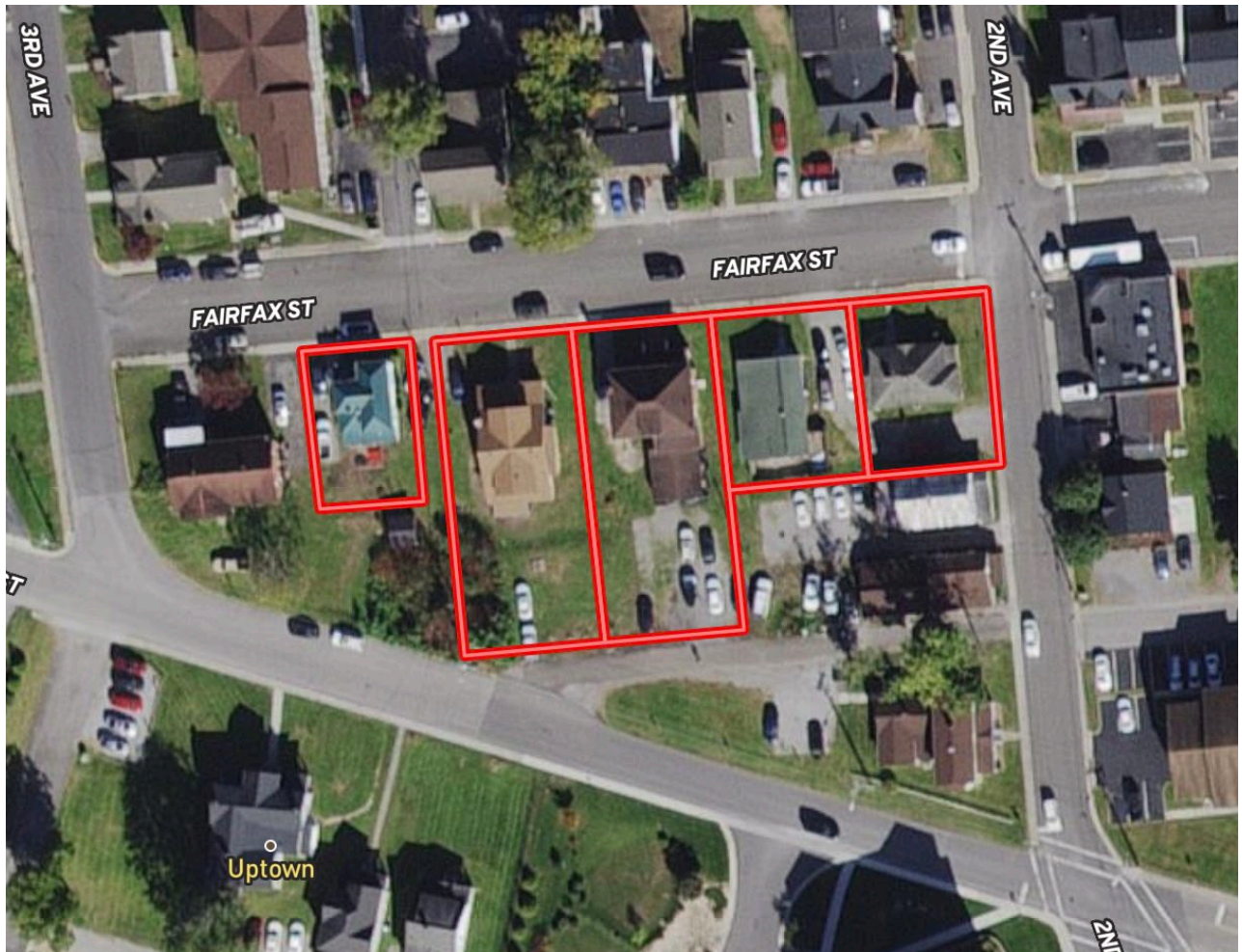
**Individual State License #'s**

Virginia Auctioneer License #	2907004059
Virginia Real Estate Broker License #	0225062681
North Carolina Auctioneer License #	10250
North Carolina Real Estate Broker License #	311692
Tennessee Auctioneer License #	7095
Tennessee Real Estate Broker License #	350819
South Carolina Auctioneer License #	4757

**Firm State License #'s**

Virginia Auction Firm License #	2906000294
Virginia Real Estate Firm License #	0226000240
North Carolina Auction Firm License #	10299
North Carolina Real Estate Firm License #	C35716
Tennessee Real Estate Firm License #	263941
South Carolina Auction Firm License #	4208

# Aerial

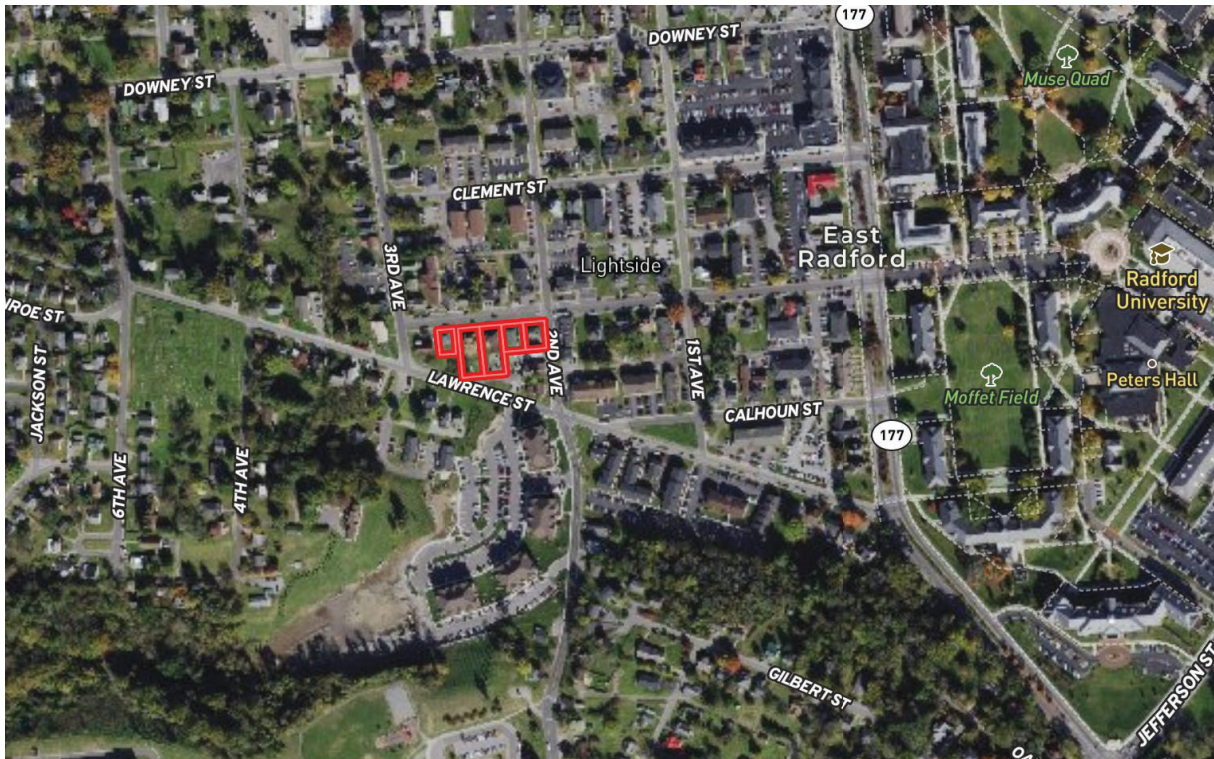


**\*\* Aerial map shows approximate boundaries. Use for illustration purposes only. Refer to survey for exact boundaries. \*\***



# Neighborhood

1201, 1205, 1207,  
1211, 1217 Fairfax St.,  
Radford, VA 24141





# Location

1201, 1205, 1207, 1211,  
1217 Fairfax St.,  
Radford, VA 24141





# Heth Map of Central City Radford, VA.

(This survey is for illustration purposes  
only. Please refer to original survey for  
exact boundaries.)



CORRECTED BY CHANCERY  
DECREED BY APPEAL 21, 1966.  
RECORDED IN CHANCERY  
ORDER BOOK 16, PAGE 103.

HETH MAP OF  
CENTRAL CITY  
RADFORD, VA.

Scale 1" = 100'

OFFERING #1

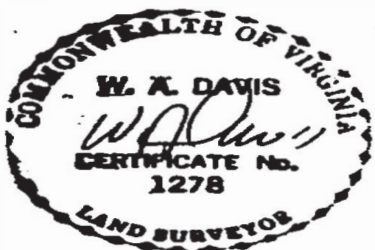
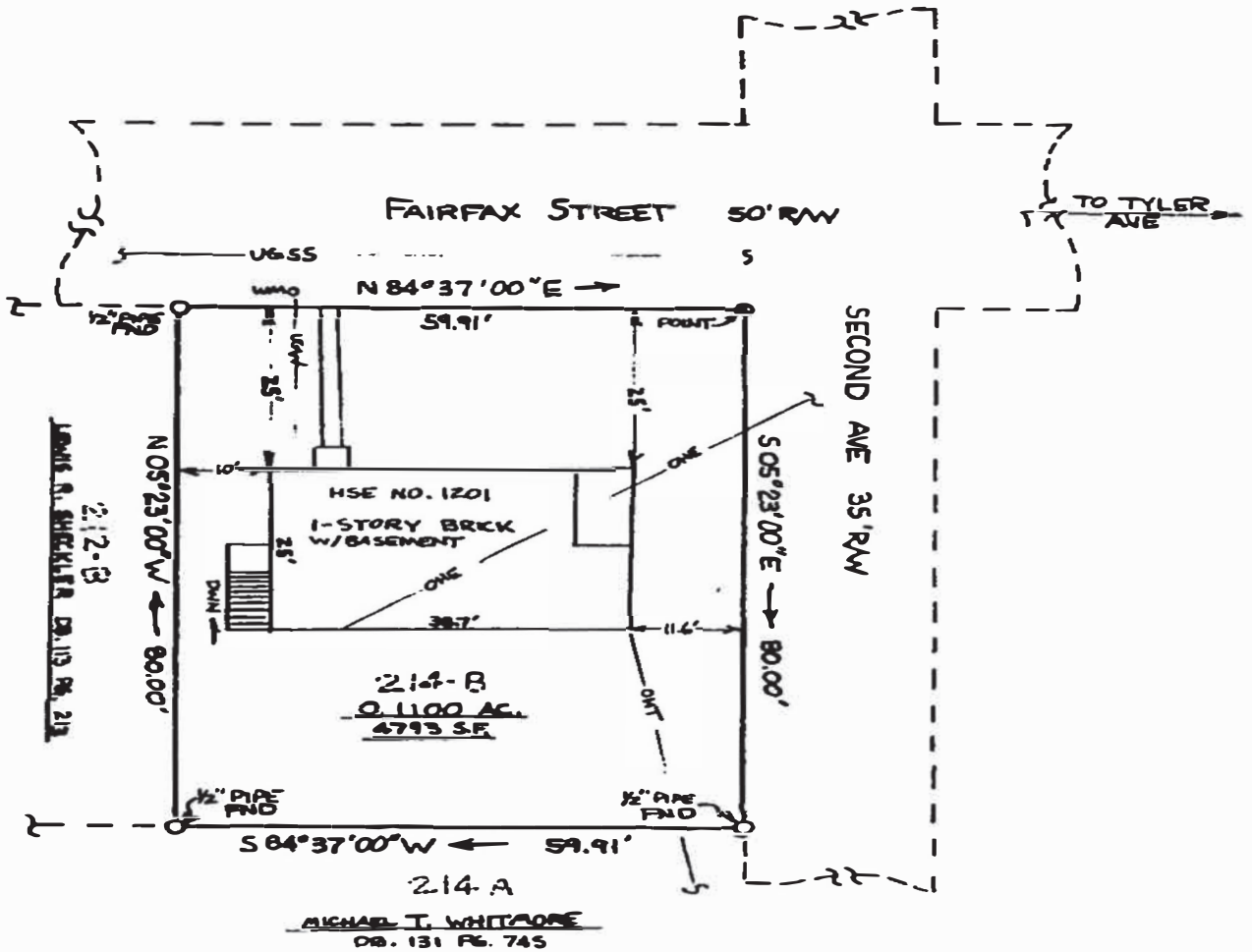
SURVEY- 1201 Fairfax Street, Radford, VA

.1100AC (4,793 SF) Portion of Lot 214 of Heth Map of Central City (DB-42 PG-26); Tax ID 6-8-214B

BOOK 138 PAGE 190

NOTES:

1. Title Reference: James C. & Betty L. Brooks DB. 102 PG. 544
2. Plat Reference: Northern 80' of Lot 214 of Heth Map.
3. City of Radford Tax Map No. 6-8-214B (Eastward)
4. This lot does not lie within a H.U.D. flood plain.



SEAL

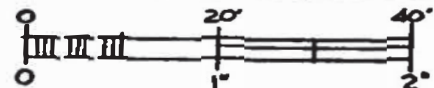
STATE- VIRGINIA  
COUNTY- MONTGOMERY  
CITY OF RADFORD  
AREA: 0.1100 ACRE  
DATE: 02/24/89  
DRAWN BY: DJH  
CHECKED BY: AD

Plat Prepared For:

OLSON G. CROUSE

VIVIAN M. CROUSE

AMY J. CROUSE



SCALE 1" = 20'

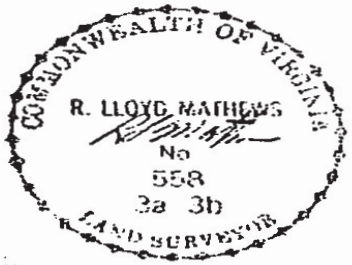
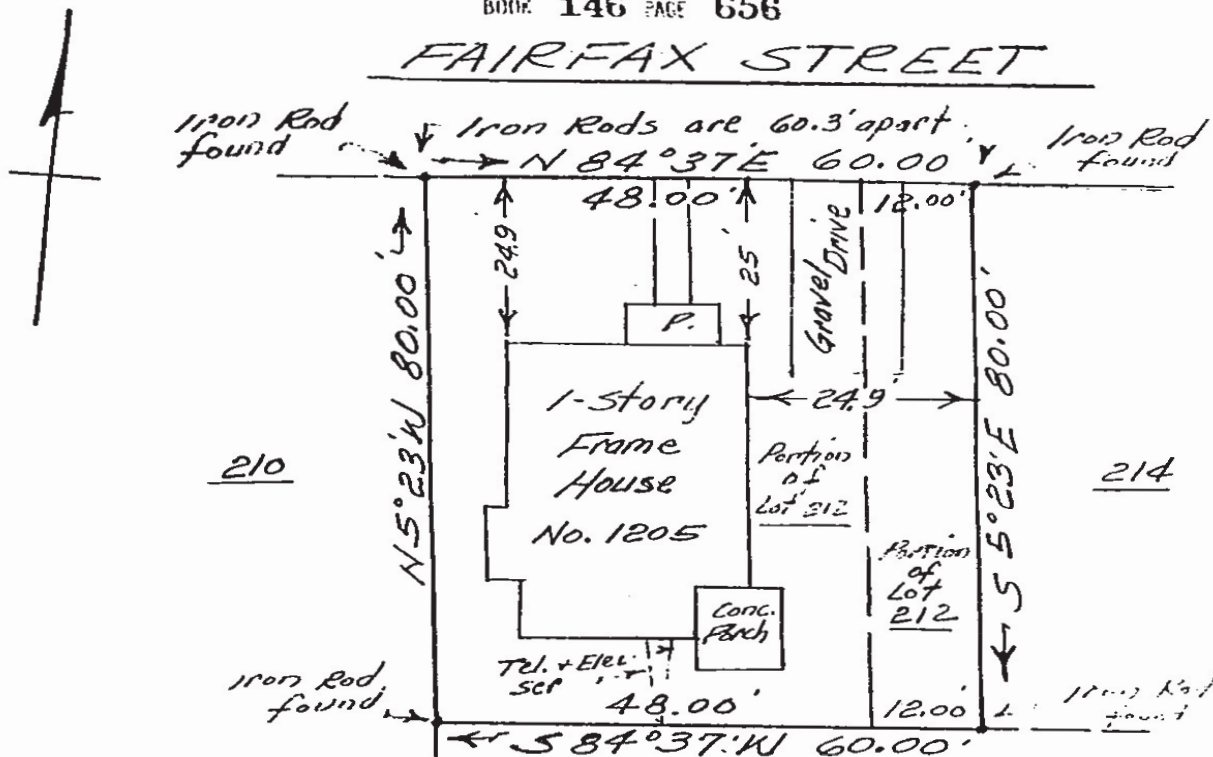
OFFERING #2

SURVEY- 1205 Fairfax Street, Radford, VA

.110AC (4,800 SF) Portion of Lot 212 of Heth Map of Central City (DB-42-PG-26); Tax ID 6-8-212B

BOOK 146 PAGE 656

FAIRFAX STREET



PHYSICAL SURVEY  
 of Portions of Lot No. 212  
 Heth's Map of Central City  
 in the City  
 of  
**RADFORD, VIRGINIA**  
 for  
**LEWIS R. SHECKLER**

Note: ① Not in any  
 Type Flood Plain.  
 ② No Title  
 Report furnished

Scale = 1" = 20' By Jan. 31, 1990  
 R. Lloyd Mathews, Reg. Surveyor  
 Dublin, Virginia





# Survey

Offerings 3 & 4

**Auction Services**



Offering 3 - 1207 Fairfax Street, Radford, VA

0.2066 AC (9,000 SF) Portion of Lot 210 of Heth Map of Central City (DB-42 PG-26); Tax ID 6-8-210

*Offering #3 Lot dimensions are described in DB-32 PG-122.*

Copy included on the next page.

Offering 4 - 1211 Fairfax Street, Radford, VA

0.251AC (10,950 SF) Portion of Lot 208 of Heth Map of Central City (DB-42 PG-26); Tax ID 6-8-208

*Offering #4 Lot dimensions are described in DB-42 PG-46.*

Copy included on the next page.

## Offering #3 Lot Dimensions

follows trustee, on the 7<sup>th</sup> day of March 1890 and listed for record in the Clerk's office of said County on the 5<sup>th</sup> day of April 1890 the same being designated and described as follows to wit known as lot 208 as shown by Heath's map of Central City, Virginia. Beginning on south side of Fairfax Street, at a point 120 feet west from Second Street, thence west 60 feet with Fairfax Street to a point thence south 150 feet to an alley, thence east 60 feet with said Alley to a point, thence north 50 feet to Fairfax Street the place of Beginning, together with all of its appurtenances, to have and to hold the said lot unto the Clerk of said County.

## Offering #4 Lot Dimensions

### **Parcel 4: Commonly known as 1211 Fairfax Street, Radford, Virginia 24141**

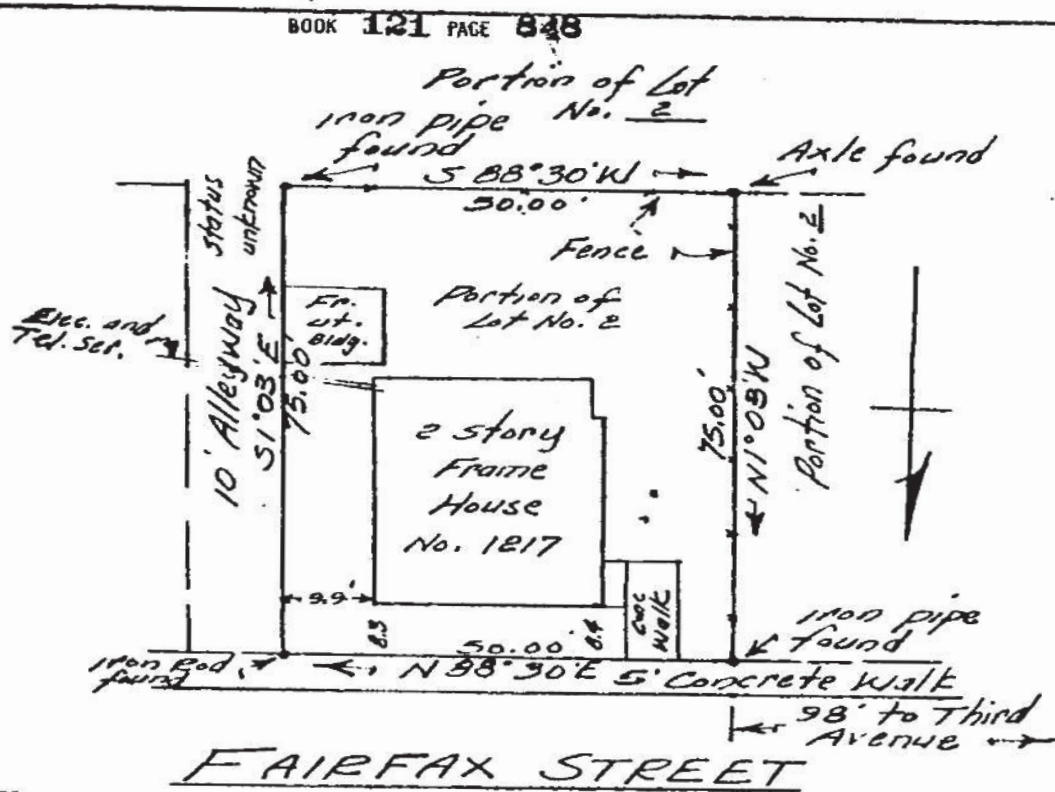
BEGINNING at a stake on the south side of Fairfax Street, at a corner of another lot (and standing 180 feet west of Second Street) and running with the line of Fairfax Street S 87° W. 73 feet to the line of an alley; thence with the line of same S. 3° E. 150 feet to the line of another alley; thence with the same N. 87° E. 73 feet to the corner of another lot: thence with the line of said N. 3° W. 150 feet to the BEGINNING, and being all of Lot No. 208, as shown by Heath's Map of Central City, now portion of the East Ward of the City of Radford, Virginia, Tax Map Number 6-(8)-208.

AND BEING the same property conveyed to the Grantor by Deed dated December 30, 2015 from Cook-Turk Enterprises, L.L.C. and recorded in the Clerk's Office of the Circuit Court of the City of Radford, Virginia as Instrument Number 20160001.

OFFERING #5

SURVEY- 1217 Fairfax Street, Radford, V A

0.086AC (3, 750 SF) Portion of Lot No. 2 of Heth Map of Central City (DB-42 PG-26); Tax ID 6-8-2A



PHYSICAL SURVEY  
of a portion of Lot No. 2, Heth's map of  
Central City, in the City of  
**RADFORD, VIRGINIA**  
for

EDWARD L. and PATRICIA D. WOODROOF

Scale: 1" = 20'

By R. Lloyd Matthews  
Registered Surveyor  
Dublin, Virginia

July 15, 1986

Notes: ① No Title Report Furnished.  
② Not in a H.U.D. Flood Plain.

**Consideration:** N/A

**Assessed Value:** \$117,200.00 + \$98,700.00 + \$150,100.00 + \$152,500.00 + \$86,200.00 = \$604,700.00

**Tax Map ID(s):**

6-(8)-214B;  
6-(8)-212B;  
6-(8)-210;  
6-(8)-208;  
6-(8)-2A

**Grantee Address:**

325 Windyridge Lane  
Galax, Virginia 24333

**Return To:**

JAM Legal, PLLC  
9543 Plateau Place  
Mechanicsville, VA 23116

**Prepared (without title examination) By:**

JAM Legal, PLLC  
John A. Maghamez, VSB No. 89371

**Title Insurance Underwriter:** N/A

\* Tax exempt pursuant to Virginia Code § 58.1-811(A)(10), as amended.

## **D E E D**

This Deed is made this 27<sup>th</sup> day of September, 2021, by and between Matthew E. Hamden, a single man, Grantor, and Central Rentals 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 Ten Dollars (\$10.00), cash in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby grant and convey, with General Warranty and English Covenants of Title, in fee simple, unto the Grantee, all the following described real property together with improvements thereon, situate, lying and being in the City of Radford, Commonwealth of Virginia:

**SEE ATTACHED SCHEDULE A WHICH IS INCORPORATED HEREIN**

This conveyance is made expressly together with and subject to all valid and enforceable covenants, conditions, restrictions, reservations, easements, and rights-of-way of record, if any, contained in the instruments forming the chain of title to the property conveyed herein.

WITNESS THE FOLLOWING SIGNATURE(S) AND SEAL(S):

Matthew E. Hamden (SEAL)  
Matthew E. Hamden

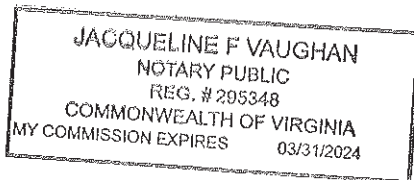
COMMONWEALTH OF VIRGINIA  
CITY/COUNTY OF Grayson

The foregoing instrument was subscribed and sworn before me this 27<sup>th</sup> day of September, 2021, by Matthew E. Hamden.

Jacqueline A. Vaughan  
Notary Signature  
Title or Rank  
Serial Number

Notary's Registration Number: 295348

My Commission Expires:





## SCHEDULE A

### **Parcel 1: Commonly known as 1201 Fairfax Street, Radford, Virginia, 24141**

BEGINNING at a point which said point is on the southern side of Fairfax Street at the intersection of Fairfax Street and Second Avenue; thence S 05 deg. 23' 00" E 80.00 feet to a one-half inch pipe found; thence S 84 deg. 37' 00" W 59.91 feet to a one-half inch pipe found; thence N 05 deg. 23' 00" W 80.00 feet to a one-half inch pipe found; thence N 84 deg. 37' 00" E 59.91 feet and running parallel with the southern side of Fairfax Street to the point of BEGINNING, as more particularly shown on a plat prepared by W.A. Davis & Associates, Land Surveyors, entitled "Plat For Olson G. Crouse, Vivian M. Crouse, and Amy J. Crouse", dated February 24, 1989, of record in the Clerk's Office of the Circuit Court for the City of Radford, Virginia, in Deed Book 138, page 190, reference is hereby made to said plat for a more accurate description of the property herein conveyed.

AND BEING the same property conveyed to the Grantor by Deed dated July 23, 1999 from Ronkeith Adkins and Judith A. Adkins and recorded in the Clerk's Office of the Circuit Court of the City of Radford, Virginia in Deed Book 199, Page 178.

### **Parcel 2: Commonly known as 1205 Fairfax Street, Radford, Virginia, 24141**

ALL THAT certain lot or parcel of land belonging, situate, lying and being in the City of Radford, Virginia, commonly known as 1205 Fairfax Street, Radford, Virginia 24141, and further shown on a plat of same dated January 31, 1990, prepared by R. Lloyd Mathews, LS., which plat is recorded in the Clerk's Office of the Circuit Court for the City of Radford, Virginia, in Deed Book 146, Page 656, reference is hereby made to said plat for a more accurate description of the property herein conveyed.

AND BEING the same property conveyed to the Grantor by deed dated October 23, 2002 from Robert M. McClung, Karen McClung, and William M. McClung and recorded in the Clerk's Office of the Circuit Court of the City of Radford, Virginia in Deed Book 229, Page 813.

### **Parcel 3: Commonly known as 1207 Fairfax Street, Radford, Virginia 24141**

Lot Two Hundred Ten (210), as shown on a copy of Heth's Map of Central City of record in the Clerk's Office of the Circuit Court for the City of Radford, Virginia, in Deed Book 42, Page 26-27, reference to said plat is hereby made for a more accurate description of the property herein conveyed.

AND BEING the same property conveyed to the Grantor by deed dated April 19, 2007 from Kenneth E. Everett and Sally A. Everett and Sharon K. Everett which is recorded in the Clerk's Office of the Circuit Court of the City of Radford, Virginia as Instrument Number 200700553.

### **Parcel 4: Commonly known as 1211 Fairfax Street, Radford, Virginia 24141**

BEGINNING at a stake on the south side of Fairfax Street, at a corner of another lot (and standing 180 feet west of Second Street) and running with the line of Fairfax Street S 87° W. 73 feet to the line of an alley; thence with the line of same S. 3° E. 150 feet to the line of another alley; thence with the same N. 87° E. 73 feet to the corner of another lot; thence with the line of said N. 3° W. 150 feet to the BEGINNING, and being all of Lot No. 208, as shown by Heath's Map of Central City, now portion of the East Ward of the City of Radford, Virginia, Tax Map Number 6-(8)-208.

AND BEING the same property conveyed to the Grantor by Deed dated December 30, 2015 from Cook-Turk Enterprises, L.L.C. and recorded in the Clerk's Office of the Circuit Court of the City of Radford, Virginia as Instrument Number 20160001.

**Parcel 5: Commonly known as 1217 Fairfax Street, Radford, Virginia 24141**

All that certain lot or parcel of land belonging, situate, lying and being in the City of Radford, Virginia, commonly known as 1217 Fairfax Street, Radford, Virginia 24141, as shown on a plat of same dated July 15, 1986, prepared by R. Lloyd Mathews, LS., which plat is recorded in the Clerk's Office of the Circuit Court for the City of Radford, Virginia, in Deed Book 121, Page 848, reference is hereby made to said plat for a more accurate description of the property herein conveyed.

AND BEING the same property conveyed to the Grantor by Deed dated October 21, 2002 from M & M Realty, L.L.C, a Virginia Limited Liability Company and recorded in the Clerk's Office of the Circuit Court of the City of Radford, Virginia in Deed Book 229, Page 810 and as Instrument Number 200202182.

INSTRUMENT 202101462  
RECORDED IN THE CLERK'S OFFICE OF  
RADFORD CIRCUIT COURT ON  
NOVEMBER 12, 2021 AT 12:48 PM  
ANN H. HOWARD, CLERK  
RECORDED BY: MDW

1919

22/19

E. F. GILL ET ALS

TO ( DEED OF E. & S. )

HODGES M. BURTON,

THIS DEED, made this 19th day of September, 1919, between E. F. Gill, (widower) Mollie R. Smith, (widow), Nannie Smith Worley, R. P. Worley, her husband, Alma Smith Burton, wife of the party of the second part, Nell Smith Brown and Percy W. Brown, her husband, parties of the first part, and Hodges M. Burton, party of the second part.

W I T N E S S E T H :

That for and in consideration of the sum of FIVE HUNDRED (\$500.00) DOLLARS cash in hand paid, the receipt of which is hereby acknowledged, the said parties of the first part do grant and convey, with general warranty of title, unto the said party of the second part, all that certain lot or parcel of land, situated in the East Ward of the City of Radford, Virginia, on Fairfax Street, and bounded and described as follows, to-wit:

Tax 1.50  
C.F. 1.00  
and mailed  
12/4/19

ONLY DESCRIPTIVE  
LEGAL THUS FAR

Commencing 120 feet from the corner of Second Street on the South side thence with Second Street westerly 60 feet under parallel lines, running South 150 feet to an alley the same being designated on Rath's Map of Central City, as Lot No. 210, and being the same property that was conveyed to E. F. Gill and R. A. Smith by deed from Allen I. Barless, dated the 10th day of April, 1880, and of record in the Clerk's Office of the Circuit Court of Montgomery County, Virginia, in Deed Book No. 32 at page 198, to which deed reference is made for a further description of the said property.

The said Mollie R. Smith, Nannie Smith Worley, Alma Smith Burton and Nell Smith Brown being the sole heirs-at-law of the said R. A. Smith, deceased.

1890 DEED  
NOT IN ONLINE  
RECORDS

The said parties of the first part covenant that they have a right to convey the said land, that they have done no acts to encumber the same, that the grantee shall have quiet possession of the said land, that they will execute such further assurances of the same as may be requisite.

Witness the following signatures and seals:

( I. R. S. \$0.50 )	E. F. Gill	(SEAL)
	Mollie R. Smith,	(SEAL)
	Alma Smith Burgon,	(SEAL)
	Nannie Smith Worley	(SEAL)
	R. P. Worley	(SEAL)
	Nell Smith Brown	(SEAL)
	Percy W. Brown,	(SEAL)

State of Virginia,

City of Radford, to-wit:

I, Eugenia Southern, a Notary Public in and for the State and City aforesaid, do certify that Mollie R. Smith and Alma Smith Burton, whose names are signed to the foregoing writing, bearing date on the 19th day of September 1919, have acknowledged the same before me in my said City.

My commission expires September 30th 1922.

Given under my hand this 9th day of October, 1919.

Eugenia Southern, N. P.

State of Virginia,

City of Pulaski, to-wit:

I, C. H. Leashe Jr, Deputy Clerk, a Circuit Court in and for the State and City aforesaid, do certify that Nannie Smith Worley and R. P. Worley, whose names are signed

Allen Harless  
To Deed  
E. F. Gille & al  
Wm. S. Smith  
Radford

This Deed made this the 10<sup>th</sup> day of April 1890 between Allen  
Harless party of the first part and E. F. Gille and Wm. S. Smith  
parties of the second part all of Radford, Montgomery  
County, Virginia. Witnesseth: That in consideration of the  
sum of Six hundred dollars (\$600.00) to be paid as follows to wit:  
Three hundred and thirty three and one third Dollars (\$333 1/3)  
cashier hand paid by the parties of the second part to the  
party of the first part. the receipt of which is hereby acknow-  
ledged and the residue two hundred and sixty six  
and two thirds Dollars to be paid by the parties of the  
second part assuming two certain negotiable notes  
that were executed to S. Meth by Allen Harless on the  
7<sup>th</sup> day of March 1890 and payable respectively in one and  
two years from their date said notes being of the sum of  
One hundred and thirty three and one third Dollars  
each, the same being the two deferred payments that the  
said Harless owed on the lot to be herein conveyed and  
for which the said Harless executed a deed of trust the same  
day that the said notes were given. the said party of the  
first part does grant, bargain, sell and convey with cove-  
nants of General Warranty of title all that certain lot or  
parcel of land situate lying and being in the town of  
Radford, Montgomery County, Virginia the same being the  
lot that was deeded to Allen Harless by S. Meth and Wm. S.  
Smith Trustee, on the 7<sup>th</sup> day of March 1890 and listed for  
record in the Clerk's office of said County on the 5<sup>th</sup> day of  
April 1890, the same being designated and described as follows  
to wit: known as lot # 210 as shown by Meth's map of Central  
City, Virginia Beginning on South side of Fairfax Street, at  
a point 120 feet West from Second Street, thence West 60 feet  
with Fairfax Street to a point thence South 150 feet to an alley,  
thence East 60 feet with said Alley to a point, thence North  
150 feet to Fairfax Street the piece of Beginning, together with  
all of its appurtenances, to have and to hold the said  
lot unto the aforesaid parties of the second part, their  
heirs and assigns forever. The said party of the first  
part covenants that there is no encumbrance on  
said lot except the deed of Trust as aforesaid, which is a  
lien on the said lot for the two hundred and sixty six  
and 2/3 Dollars from the 7<sup>th</sup> of March 1890 until paid.  
The parties of the second part by the acceptance of these  
presents agree to liquidate said notes and when said  
notes are liquidated as aforesaid, then the party of the first part  
to this indenture hereby directs that the deed of release which  
is spoken of in said deed of trust shall be executed to  
the parties of the second part, E. F. Gille & Wm. S. Smith or  
their heirs etc or whoever may hold under them etc.  
instead of the said deed of trust being executed to the  
party of the first part, the said lot being subject never-  
theless to a vendor's lien until the said residue

E. F. Gille and Wm. S. Smith (R. H. Fulwood - partner of said Smith being paid 1/2 of said last amount payment) having  
part of \$400.00 the amount advanced by them for me at said first in the certain conveyance, I hereby certify  
the within in so satisfied  
Attest  
Wm. S. Smith  
Radford

Allen Harless

-2066 AK

6-(8)-214B CENTRAL RENTALS LLC

1201 FAIRFAX STREET

Printed 01/10/2024 Card No. 1 of 1

Tax ID 010000104

TRANSFER OF OWNERSHIP

OWNERSHIP

CENTRAL RENTALS LLC  
325 WENDY RIDGE LANE  
GALAX, VA 24333

HEITH MAP  
6- (8) -214B

Parcel Number  
6- (8) -214B

Parent Parcel Number

Property Address  
1201 FAIRFAX STREET

Neighborhood  
2 RADFORD NEHD 2

Property Class  
501 Res Urban 1 family

TAXING DISTRICT INFORMATION

Jurisdiction 215

Area 001

09/27/2021 HAMDEN, MATTHEW E  
Doc #: 202101462

07/23/1999 HAMDEN, MATTHEW E  
Doc #: 9901895

07/23/1999 ADKINS, RONKEITH OR JUDITH A  
Bk/Pg: 199, 178

01/01/1997 CROUSE, O. G. OR V. M. OR A.J.  
Bk/Pg: 0180, 0340

# RESIDENTIAL

## VALUATION RECORD

Assessment Year	01/01/2000	01/01/2004	01/01/2008	01/01/2012	01/01/2016	01/01/2020	01/01/2024
Reason for Change							
VALUATION	2000 REVAL	2004 REVAL	2008 REVAL	2012 REVAL	2016 REVAL	2020 REVAL	2024 REVAL
0	17300	19400	21600	21600	25900	25900	28100
	57200	65300	96700	92000	92700	91300	142100
	74500	84700	118300	113600	118600	117200	170200

## Site Description

Topography: Rolling  
 Public Utilities: All  
 Street or Road: Paved  
 Neighborhood: Static  
 Zoning: R-4  
 Legal Acres: 0.0000

## LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
60.0	0.0	80.0	0.72	650.00	468.00	28100		28100

GEN: GENERAL COMMENT  
2008 NEW ROOF & SOME NEW WINDOWS

Supplemental Cards  
TRUE TAX VALUE 28100

Supplemental Cards  
TOTAL LAND VALUE 28100

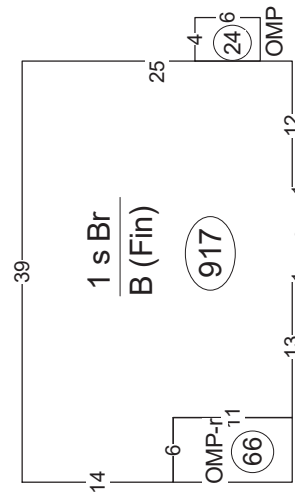
**IMPROVEMENT DATA**

Construction	Base Area	Floor Area	Sq Ft	Value	Finished
1 Wood Frame	917	1.0	917	97790	
4 Concrete block	917	Bsmt	917	11000	
		0 Crawl	----	0	

TOTAL BASE		108790
Row Type Adjustment	1.00%	108790
SUB-TOTAL		108790
0 Interior Finish		0
0 Ext Lvg Units		0
0 Basement Finish		13760
Fireplace (s)		3500
Heating		0
Air Condition		3670
Frame/Siding/Roof		2520
Plumbing Fixt: 8		2500
Other Features		2500

SUB-TOTAL ONE UNIT		137240
Sub-TOTAL	0 UNITS	137240
Garages		0
0 Integral		0
0 Att Garage		0
0 Att Carports		0
0 Bsmt Garage		0
Ext Features		1820
SUB-TOTAL		139060
Quality Class/Grade		C
GRADE ADJUSTED VALUE		139060

(LCM: 100.00)



**PHYSICAL CHARACTERISTICS**

Style: 108 Bungalow  
Occupancy: Single family  
Story Height: 1.0  
Finished Area: 1834  
Attic: None  
Basement: Full  
Roofing: Asphalt shingles  
Material: Hip  
Type: Std for class  
Pitch: Medium 5/12-8/12

**FLOORING**

Slab B  
Sub and joists 1.0 B, 1.0  
Carpet

**EXTERIOR COVER**

Brick B, 1.0

**INTERIOR FINISH**

Plaster B, 1.0

**ACCOMMODATIONS**

Finished Rooms 7  
Bedrooms 5  
Fireplaces: 1

**HEATING AND AIR CONDITIONING**

Primary Heat: Central Warm Air  
Lower Full Part  
/Bsmt 1 Upper Upper  
Air Cond 917 917 0 0

**PLUMBING**

#  
3 Fixt. Baths 2 6  
Kit Sink 1 1  
Water Heat 1 1  
TOTAL 8

**REMODELING AND MODERNIZATION**

Amount Date

**SUMMARY OF IMPROVEMENTS**

ID	Use	Stry Hgt	Const Year	Const Grade	Base Rate	Feat- ures	Adj Rate	Size or Area	Computed Value	Phys Obsol	Market %
D	DWELL	0.00	1940	1940	AV	0.00	Y	1834	139060	27	0
								140	100	100	142100

**SPECIAL FEATURES**

Description	Value
D :10FSFP	3500
SWL-PWS	2500

**Supplemental Cards**

Neighborhood  
Neigh 2 AV

Appraiser/Date  
GE 11/28/2022

Data Collector/Date  
EE 11/28/2022

TOTAL IMPROVEMENT VALUE  
142100

1205 FAIRFAX STREET

Printed 01/10/2024 Card No. 1 of 1

CENTRAL RENTALS LLC

Tax ID 010001026

6-(8)-212B

ADMINISTRATIVE INFORMATION

PARCEL NUMBER 6-(8)-212B
Parent Parcel Number
Property Address 1205 FAIRFAX STREET
Neighborhood 2 RADFORD NBHD 2
Property Class 501 Res Urban 1 family
TAXING DISTRICT INFORMATION
Jurisdiction 215
Area 001

TRANSFER OF OWNERSHIP

Table with columns: Date, Transferor, Recipient, Doc #, Value. Includes entries for 09/27/2021, 10/29/2002, 08/20/1999, 08/17/1999, 01/01/1994.

RESIDENTIAL

VALUATION RECORD

Table with columns: Assessment Year, Reason for Change, 2000 REVAL, 2004 REVAL, 2008 REVAL, 2012 REVAL, 2016 REVAL, 2020 REVAL, 2024 REVAL. Includes rows for VALUATION and 0.

Site Description

Topography: Rolling
Public Utilities: All
Street or Road: Paved
Neighborhood: Static
Zoning: 1 9 Homesite R-4
Legal Acres: 0.0000

LAND DATA AND CALCULATIONS

Table with columns: Rating, Measured Acreage, Table, Prod. Factor, Soil ID, Effective Frontage, Depth, Square Feet, Base Rate, Adjusted Rate, Extended Value, Influence Factor, Land Type, Value. Includes row for 1 9 Homesite.

Supplemental Cards 28100
TRUE TAX VALUE 28100
Supplemental Cards 28100
TOTAL LAND VALUE 28100

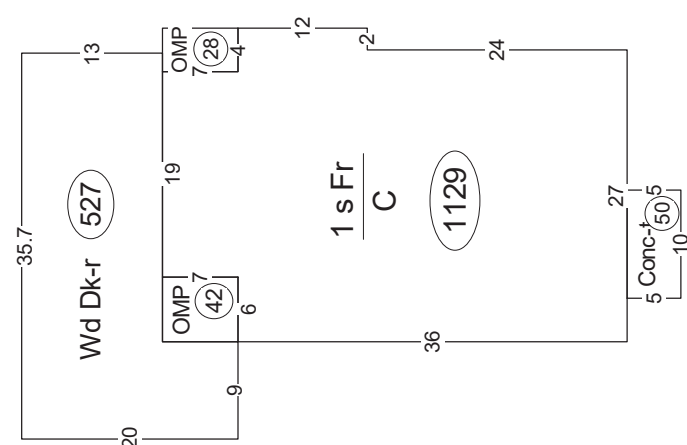
**IMPROVEMENT DATA**

Construction	Base Area	Floor Area	Sq Ft	Value
1 Wood Frame	1129	1.0	1129	115790

Row	Type	Adjustment	Value
TOTAL BASE			115790
1	Row Type Adjustment	1.00%	115790
SUB-TOTAL			115790

Exterior Features	Description	Value	Garages	Sub-TOTAL ONE UNIT	118290
OMP	760	0	Integral	0	0
CONCP-T	450	0	Att Garage	0	0
WDDK-R	9490	0	Att Carports	0	0
OMP	500	0	Bsmt Garage	0	0
Ext Features			11200		
SUB-TOTAL			129490		
Quality Class/Grade			D+05		
GRADE ADJUSTED VALUE			116540		

(LCM: 100.00)



**PHYSICAL CHARACTERISTICS**

Style: 112 Conventional  
Occupancy: Single family  
Story Height: 1.0  
Finished Area: 1129  
Attic: None  
Basement: None

**ROOFING**

Material: Asphalt shingles  
Type: Gable  
Framing: Std for class  
Pitch: Medium 5/12-8/12

**FLOORING**

Sub and Joists: 1.0  
Carpet

**EXTERIOR COVER**

Vinyl siding: 1.0

**INTERIOR FINISH**

Drywall: 1.0

**ACCOMMODATIONS**

Finished Rooms: 5  
Bedrooms: 3

**HEATING AND AIR CONDITIONING**

Primary Heat: Forced hot air  
Lower /Bsmt: 1  
Full Part Upper

**PLUMBING**

3 Fixt., Baths: 1  
Kit Sink: 1  
Water Heat: 1  
TOTAL: 5

**REMODELING AND MODERNIZATION**

Amount: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUMMARY OF IMPROVEMENTS**

Description	Value	ID	Use	Sty	Const	Year	Eff	Base	Feat-	Adj	Size	or	Computed	Phys	Obsol	Market	%	
D :SWL-PWS	2500	D	DWELL	0.00	D+05	1939	1939	AV	0.00	Y	0.00	1129	116540	27	0	140	100	119100

**SPECIAL FEATURES**

Description	Value
D :SWL-PWS	2500

Supplemental Cards  
TOTAL IMPROVEMENT VALUE  
119100

Neighborhood  
Neigh 2 AV

Data Collector/Date  
EE 11/28/2022

Appraiser/Date  
GE 11/28/2022



OFFERING #3 TAX CARD

1207 FAIRFAX STREET

CENTRAL RENTALS LLC

6-(8)-210

Printed 01/10/2024 Card No. 1 of 1

Tax ID 010000214

ADMINISTRATIVE INFORMATION

PARCEL NUMBER 6-(8)-210
Parent Parcel Number
Property Address 1207 FAIRFAX STREET
Neighborhood 2 RADFORD NEHD 2
Property Class 501 Res Urban 1 family
TAXING DISTRICT INFORMATION
Jurisdiction 215
Area 001

TRANSFER OF OWNERSHIP

Table with columns: Date, Owner Name, Doc #, Value. Includes entries for 09/27/2021 and 04/19/2007.

RESIDENTIAL

VALUATION RECORD

Table with columns: Assessment Year, Reason for Change, 2000 REVAL, 2004 REVAL, 2008 REVAL, 2012 REVAL, 2016 REVAL, 2020 REVAL, 2024 REVAL. Includes VALUATION and 0 rows.

Site Description

Topography: Rolling
Public Utilities: All
Street or Road: Paved
Neighborhood: Static
Zoning: 1 9 Homesite R-4
Legal Acres: 0.0000

LAND DATA AND CALCULATIONS

Table with columns: Rating, Measured Acreage, Table, Prod. Factor, Soil ID, Effective Frontage, Depth, Square Feet, Base Rate, Adjusted Rate, Extended Value, Influence Factor, Value. Includes rows for 65.0, 0.0, 150.0, 1.00, 650.00, 42300, 42300.

Supplemental Cards
TRUE TAX VALUE 42300

Supplemental Cards
TOTAL LAND VALUE 42300

**IMPROVEMENT DATA**

**PHYSICAL CHARACTERISTICS**

Style: 66 Two Story  
Occupancy: Single family  
Story Height: 2.0  
Finished Area: 2064  
Attic: None  
Basement: Full  
**ROOFING**  
Material: Asphalt shingles  
Type: Hip  
Framing: Std for class  
Pitch: Not available

**FLOORING**  
Slab B  
Sub and joists 1.0, 2.0  
Concrete B  
Hardwood-std oak 1.0, 2.0

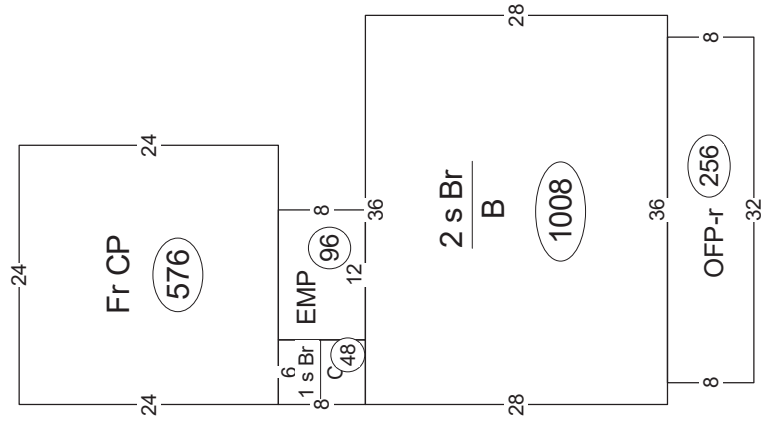
**EXTERIOR COVER**  
Brick B, 1.0, 2.0  
**INTERIOR FINISH**  
Unfinished B  
Plaster 1.0, 2.0

**ACCOMMODATIONS**  
Finished Rooms 7  
Bedrooms 5  
Fireplaces: 1

**HEATING AND AIR CONDITIONING**  
Primary Heat: Hot water or steam  
Lower Full Part  
/Bsmt 1 Upper Upper

**PLUMBING**  
#  
3 Fixt. Baths 2 6  
Kit Sink 1 1  
Water Heat 1 1  
TOTAL 8

**REMODELING AND MODERNIZATION**  
Amount Date



Construction	Base Area	Floor Area	Sq Ft	Value	Finished
1 Wood frame	1056	1.0	1056	109600	
1 Wood frame	1008	2.0	1008	0	
4 Concrete block	1008	Bsmt	0	12100	
	48	Crawl	----	0	

TOTAL BASE		121700
Row Type Adjustment	1.00%	121700
SUB-TOTAL		121700
0 Interior Finish		39450
0 Ext Lvg Units		0
0 Basement Finish		0
Fireplace (s)		4500
Heating		0
Air Condition		0
Frame/Siding/Roof		3320
Plumbing Fixt: 8		2500
Other Features		2500

SUB-TOTAL ONE UNIT		173970
Sub-TOTAL	0 UNITS	173970
Garages		0
0 Integral		0
0 Att Garage		0
576 Att Carports		7490
0 Bsmt Garage		0
Ext Features		8260
SUB-TOTAL		189720
Quality Class/Grade		C
GRADE ADJUSTED VALUE		189720

(LCM: 100.00)

**SUMMARY OF IMPROVEMENTS**

ID	Year Const	Base Rate	Year Eff	Const Year	Grade	Size or Area	Phys Obsol	Market %	Computed Value	Depr Adj	Comp Value
D :20FSFP	1923	0.00	1923	AV	C	3072	37	0	189720	140	100
SWL-PWS	1923	0.00	1923	AV	C	24X 24	0	0	7490	0	100

**SPECIAL FEATURES**

Description	Value
D :20FSFP	4500
SWL-PWS	2500

Supplemental Cards  
TOTAL IMPROVEMENT VALUE

Neighborhood  
Neigh 2 AV

Appraiser/Date  
GE 11/28/2022

Data Collector/Date  
EE 11/28/2022

167300

CENTRAL RENTALS LLC  
325 WINDY RIDGE LANE  
GALAX, VA 24333

PARCEL NUMBER  
6-(8)-208  
Parent Parcel Number

Property Address  
1211 FAIRFAX STREET  
Neighborhood  
2 RADFORD NBHD 2  
Property Class  
501 Res Urban 1 family  
TAXING DISTRICT INFORMATION

LOT 208

HEITH MAP  
6-(8)-208

Jurisdiction 215  
Area 001

TRANSFER OF OWNERSHIP

Date	
09/27/2021	HAMDEN, MATTHEW E Doc #: 202101962
12/30/2015	COOK-TURK ENTERPRISES, LLC Doc #: 201600001
07/26/2004	MC GILL, CHANTELLE A ET ALS Doc #: 200401497
12/30/1999	JARVIS, WILLIAM J OR LORI L Doc #: 9902457
01/01/1994	JARVIS, WILLIAM J ET ALS Bk/Pg: 0168, 0377

\$0

\$120000

\$108500

\$90000

\$0

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2000	01/01/2004	01/01/2008	01/01/2012	01/01/2016	01/01/2020	01/01/2024
Reason for Change							
VALUATION	2000 REVAL	2004 REVAL	2008 REVAL	2012 REVAL	2016 REVAL	2020 REVAL	2024 REVAL
0	I 26000	29300	32500	32500	39000	39000	42300
	E 46100	74100	105100	100000	93600	113500	179900
	T 72100	103400	137600	132500	132600	152500	222200

Site Description

Topography:  
Rolling  
Public Utilities:  
All  
Street or Road:  
Paved  
Neighborhood:  
Static  
Zoning:  
R-4  
Legal Acres:  
0.0000

LAND DATA AND CALCULATIONS

Rating	Measured	Table	Prod. Factor	Base Rate	Adjusted Rate	Extended Value	Influence Factor	Value
65.0	0.0	150.0	1.00	650.00	650.00	42300		42300

GEN:  
ROUGH

Supplemental Cards  
TRUE TAX VALUE

42300

Supplemental Cards  
TOTAL LAND VALUE

42300

**IMPROVEMENT DATA**

**PHYSICAL CHARACTERISTICS**

Style: 112 Conventional  
Occupancy: Single family  
Story Height: 1.5  
Finished Area: 1862  
Attic: None  
Basement: Full  
**ROOFING**  
Material: Composition roll  
Type: Gable  
Framing: Std for class  
Pitch: Medium 5/12-8/12

**FLOORING**  
Slab B  
Sub and joists 1.0, 1.5  
Concrete B  
Hardwood-std oak 1.0, 1.5

**EXTERIOR COVER**  
Stone B  
Vinyl siding 1.0, 1.5

**INTERIOR FINISH**  
Unfinished B  
Plaster 1.0, 1.5

**ACCOMMODATIONS**  
Finished Rooms 7  
Bedrooms 5

**HEATING AND AIR CONDITIONING**

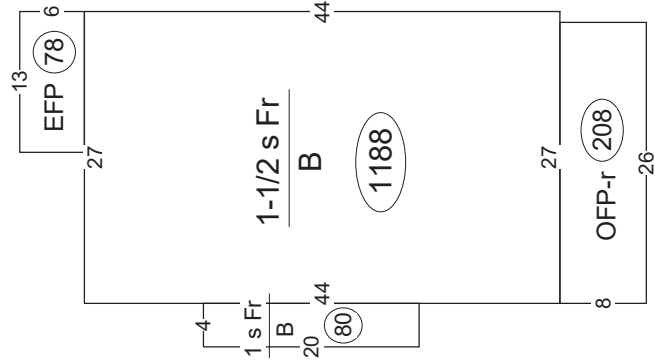
Primary Heat: Hot water or steam  
Lower Full part  
/Bsmt 1 Upper Upper  
Air Cond 0 1268 0 594

**PLUMBING**

#  
3 Fixt. Baths 2 6  
Kit Sink 1 1  
Water Heat 1 1  
TOTAL 8

**REMODELING AND MODERNIZATION**

Amount Date



Construction	Base Area	Floor Area	Sq Ft	Value	Finished
1 Wood frame	1268	1.0	1268	127570	
1 Wood frame	1188	1.5	594		
4 Concrete block	1268	Bsmt	0	15220	0
		0 Crawl	----		0

TOTAL BASE		142790
Row Type	Adjustment	1.00%
SUB-TOTAL		142790
0 Interior Finish		24810
0 Ext Lvg Units		0
0 Basement Finish		0
0 Fireplace (s)		0
0 Heating		0
0 Air Condition		6260
0 Frame/Siding/Roof		0
0 Plumbing Fixt: 8		2500
Other Features		2500

SUB-TOTAL ONE UNIT		178860
SUB-TOTAL 0 UNITS		178860
Exterior Features		
Description	Value	
EFP	2730	0
OFF-R	3740	0
0 Integral		0
0 Att Garage		0
0 Att Carports		0
0 Bsmt Garage		0
Ext Features		6470
SUB-TOTAL		185330
Quality Class/Grade		C-05
GRADE ADJUSTED VALUE		176060

(LCM: 100.00)

**SUMMARY OF IMPROVEMENTS**

ID	Use	Stry Hgt	Const Type	Grade	Year Const	Year Eff	Const Year	Cond	Base Rate	Rate	Adj Rate	Size or Area	Computed Value	Phys Obsol	Market %			
D	DWELL	0.00	C-05	1944	1944	AV	0.00	Y	0.00	Y	0.00	3724	176060	27	0	140	100	179900

**SPECIAL FEATURES**

Description	Value
D :SWL-PWS	2500

**Data Collector/Date**  
EE 11/28/2022

**Appraiser/Date**  
GE 11/28/2022

**Neighborhood**  
Neigh 2 AV

**Supplemental Cards**  
TOTAL IMPROVEMENT VALUE 179900

OWNERSHIP

CENTRAL RENTALS LLC  
325 WINDY RIDGE LANE  
GALAX, VA 24333

HEITH MAP  
6-(8)-2A

ADMINISTRATIVE INFORMATION

PARCEL NUMBER  
6-(8)-2A  
Parent Parcel Number  
Property Address  
1217 FAIRFAX STREET

Neighborhood  
2 RADFORD NEHD 2

Property Class  
501 Res Urban 1 family

TAXING DISTRICT INFORMATION

Jurisdiction 215  
Area 001

09/27/2021 HAMDEN, MATTHEW E  
DOC #: 202101462  
10/29/2002 M & M REALTY L L C  
DOC #: 202182  
01/01/1994 JARVIS, WILLIAM J ET ALS  
BK/Pg: 0168, 0347  
01/01/1991 JARVIS, THOMAS C. & WILLIAM J.  
BK/Pg: 0168, 0347

LOT PT 2

\$0

\$95700

\$0

\$0

RESIDENTIAL

VALUATION RECORD

Assessment Year	01/01/2000	01/01/2004	01/01/2008	01/01/2012	01/01/2016	01/01/2020	01/01/2024
Reason for Change	2000 REVAL	2004 REVAL	2008 REVAL	2012 REVAL	2016 REVAL	2020 REVAL	2024 REVAL
VALUATION	14000	15800	17500	17500	21000	21000	22800
0	37100	58800	75200	71600	66800	65200	100700
1	51100	74600	92700	89100	87800	86200	123500

Site Description

Topography:  
Rolling

Public Utilities:  
All

Street or Road:  
Paved

Neighborhood:  
Static

Zoning:  
R-4

Legal Acres:  
0.0000

1 9 Homesite

22800

22800

455.00

650.00

0.70

75.0

0.0

50.0

50.0

0.0

75.0

0.0

0.0

LAND DATA AND CALCULATIONS

Rating Measured Table Prod. Factor  
Soil ID Acreage -or-  
-or- Depth Factor  
Actual Effective -or-  
Frontage Frontage Depth Square Feet

Adjusted Rate

Extended Value

Influence Factor

Value

Value

Value

Value

Value

Value

Value

Value

Value

Supplemental Cards

TRUE TAX VALUE 22800

Supplemental Cards

TOTAL LAND VALUE 22800

**IMPROVEMENT DATA**

Construction	Base Area	Floor Area	Sq Ft	Value	Finished
1 Wood frame	815	1.0	815	89130	0
1 Wood frame	559	2.0	559	89130	0

0815 Crawl - - - - 0

TOTAL BASE 89130

Row Type Adjustment 1.00%  
SUB-TOTAL 89130

0 Interior Finish 22530  
0 Ext Lvg Units 0  
0 Basement Finish 0  
Fireplace (s) 0  
Heating 0  
Air Condition 0  
Frame/Siding/Roof 0  
Plumbing Fixt: 5 0  
Other Features 2500

Exterior Features Value  
Description 2980  
EFP 2590  
WDDK-R  
Ext Features 5570

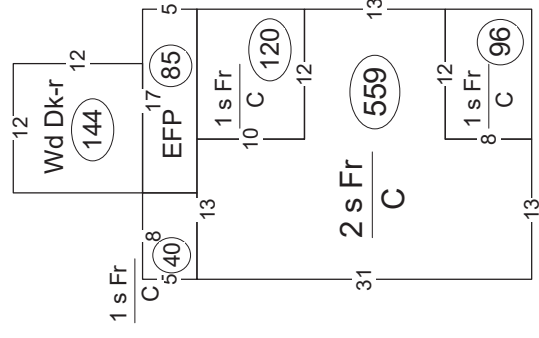
SUB-TOTAL ONE UNIT 114160  
SUB-TOTAL 0 UNITS 114160

Garages 0  
Integral 0  
Att Garage 0  
Att Carports 0  
Bsmt Garage 0

Quality Class/Grade D+10  
GRADE ADJUSTED VALUE 113740

(LCM: 100.00)

01



**PHYSICAL CHARACTERISTICS**

Style: 112 Conventional  
Occupancy: Single family  
Story Height: 2.0  
Finished Area: 1374  
Attic: None  
Basement: None  
ROOFING  
Material: Metal  
Type: Hip  
Framing: Std for class  
Pitch: Medium 5/12-8/12

FLOORING  
Sub and Joists 1.0, 2.0  
Carpet 2.0

EXTERIOR COVER  
Vinyl siding 1.0, 2.0

INTERIOR FINISH  
Drywall 1.0  
Plaster 2.0

ACCOMMODATIONS  
Finished Rooms 6  
Bedrooms 4

**HEATING AND AIR CONDITIONING**

Primary Heat: Forced hot air  
Lower Full Part  
/Bsmt 1 Upper Upper

**PLUMBING**

#  
3 Fixt. Baths 1 3  
Kit Sink 1 1  
Water Heat 1 1  
TOTAL 5

**REMODELING AND MODERNIZATION**

Amount Date

**SPECIAL FEATURES**

Description	Value
D :SWL-PWS	2500

**SUMMARY OF IMPROVEMENTS**

ID	Use	Sty	Const	Year	Eff	Base	Feat-	Adj	Size	or	Computed	Phys	Obsol	Market	%
			Type	Const	Grade	Rate	ures	Rate	Area	Area	Value	Depr	Depr	Adj	Comp
D	DWELL	0.00	0.00	1934	1934	AV	0.00	Y	0.00	1374	113740	37	0	140	100
01	R SHED	0.00	1	2006	2006	AV	0.00	N	0.00	0	0	0	SV	0	100
											Value	100300			
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Data Collector/Date EE 11/28/2022  
Appraiser/Date GE 11/28/2022  
Neighborhood Neigh 2 AV  
Supplemental Cards  
TOTAL IMPROVEMENT VALUE 100700

## CONTRACT OF PURCHASE

THIS CONTRACT OF PURCHASE (hereinafter "Contract") is made as of April 11<sup>th</sup>, 2024, between Central Rentals, LLC by and through Matt Hamden as managing member, 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 Floyd, Virginia, and described as:

**2. Legal Description –**

**OFFERING 1:** Tax ID: 6-8-214B; .1100 AC (4,793 SF); Portion of Lot 214 Heth Map of Central City (DB-42 PG-26)

*Address: 1201 Fairfax St., Radford, VA 24141*

**OFFERING 2:** Tax ID: 6-8-212B; .110 AC (4,800 SF); Portion of Lot 212 of Heth Map of Central City (DB-42 PG-26)

*Address: 1205 Fairfax St., Radford, VA 24141*

**OFFERING 3:** Tax ID: 6-8-210; .2066 AC (9,000 SF); Portion of Lot 210 of Heth Map of Central City (DB-42 PG-26)

*Address: 1207 Fairfax St., Radford, VA 24141*

**OFFERING 4:** Tax ID: 6-8-208; .251 AC (10,950 SF); Portion of Lot 208 of Heth Map of Central City (DB-42 PG-26)

*Address: 1211 Fairfax St., Radford, VA 24141*

**OFFERING 5:** Tax ID: 6-8-2A; .086 AC (3,750 SF); Portion of Lot 2 of Heth Map of Central City (DB-42 PG-26)

*Address: 1217 Fairfax St., Radford, VA 24141*

**3. Purchase Price.** The purchase price of the Property is equal to the auction bid price plus 10% Buyer's Premium, which is as follows: \_\_\_\_\_ (hereinafter referred to as the "Purchase Price"), which shall be paid to the Settlement Agent (designated below) at settlement ("Settlement") by certified or cashier's check, or wired funds, subject to the prorations described herein.

**4. Deposit.** Purchaser has made a deposit with the Auction Company, of \$10,000 per tract (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 28<sup>th</sup>, 2024 ("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.

(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.

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

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



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

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

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

(d) **Mechanics' and Materialmen's Liens.**

#### NOTICE

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

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

(e) **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

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

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

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. Homes were constructed between the years of 1923-1944 and lead base paint disclosures 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, 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.

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.

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

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

(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.

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Central Rentals LLC by and through Matt Hamden (Seller) Date

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Purchaser Name

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Address

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Phone # Email

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(Purchaser signature) Date

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Purchaser Name

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Address

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Phone # Email

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(Purchaser signature) Date

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

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



**SUMMARY OF RIGHTS AND OBLIGATIONS  
OF SELLERS AND PURCHASERS UNDER  
THE VIRGINIA RESIDENTIAL PROPERTY DISCLOSURE ACT**



Virginia's Residential Property Disclosure Act (the "Act") (Virginia Code § 55.1-700 et seq.) requires real estate licensees to inform the parties to a transaction with whom they deal of their rights and obligations under the Act. The licensee providing this information to you is prepared to answer any questions you may have about what the Act means to you, and to furnish you with a copy of the Act at your request.

The Act applies to sales, exchanges, installment sales, or leases with option to purchase of residential real property improved with one to four dwelling units. The Act does not apply to: transfers pursuant to court order (estate administration, pursuant to writ execution, foreclosure, bankruptcy, condemnation, or by decree for specific performance); transfers among co-owners; transfers among spouses; transfers among parents or grandparents and their children or grandchildren; tax sales; transfers involving a government or housing authority; or (subject to certain exceptions discussed below) sales of new homes.

The Act requires sellers to furnish purchasers with a disclosure statement developed by the Virginia Real Estate Board. The statement must be furnished to the purchaser before final ratification of the purchase contract or the purchaser may terminate the contract or sue later for damages. The disclosures will be current as of the date of delivery. The seller will not be required to provide updated or additional disclosures if a transaction pursuant to a ratified real estate contract proceeds to settlement after the effective date of legislation amending any of the disclosures under § 55.1-700, provided that the correct disclosures were delivered under the law in effect at the time of delivery. The statement will direct purchasers to the RESIDENTIAL PROPERTY DISCLOSURES web page ([https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)) for important information about the real property. Purchasers are advised to consult the webpage.

A seller, in furnishing a disclosure statement, makes no representations or warranties as to the condition of the property or any improvements located thereon nor with respect to the matters set forth and described at the RESIDENTIAL PROPERTY DISCLOSURES web page ([https://www.dpor.virginia.gov/Consumers/Disclosure\\_Forms/](https://www.dpor.virginia.gov/Consumers/Disclosure_Forms/)). Purchaser is advised to exercise whatever due diligence purchaser deems necessary, including a home inspection, as defined in Virginia Code § 54.1-500, in accordance with the terms and condition of the purchase contract, but in any event prior to settlement.

A builder of a new home must disclose to a purchaser in writing all known material defects which would constitute a violation of any applicable building code. In addition, for property located wholly or partially in any locality comprising Planning District 15 (the City of Richmond, the Town of Ashland, and the counties of Charles City, Chesterfield, Goochland, Hanover, Henrico, New Kent, and Powhatan), the builder (or seller, if the owner is not the builder) shall disclose in writing whether mining operations have previously been conducted on the property or the presence of any abandoned mines, shafts or pits. This disclosure does not abrogate any warranty or other obligations the builder may have to the purchaser, and must be made (i) when selling a completed home, before acceptance of the purchase contract, or (ii) when selling a home before or during construction, after issuance of a certificate of occupancy. No disclosure or statement of any kind is required if there is no such information to disclose. Any required disclosure may be, but need not be, contained in the disclosure statement described in this summary.

A purchaser must be furnished with a disclosure statement signed by the seller prior to final ratification of the purchase contract. If such statement is received after final ratification, the purchaser's sole remedy shall be to terminate the purchase contract by sending written notice to the seller either by hand delivery or U.S. Mail, postage prepaid, at or prior to the earliest of (i) three days after receiving the statement (if delivered in person); (ii) five days after postmark (if sent by U.S. Mail, postage prepaid); (iii) settlement; (iv) occupancy by purchaser; (v) purchaser's making written application for a mortgage loan if such application discloses that the termination right ends upon application; (vi) purchaser's execution of a written waiver of the right to terminate (such waiver may not be in the purchaser contract).

If the seller fails to provide the required disclosure statement, the contract may be terminated as set forth above. If the seller fails to provide the required disclosure statement, or the seller misrepresents, willfully or otherwise, the information required in such disclosure, except as a result of information provided by the locality in which the property is located, the purchaser may bring an action to recover actual damages suffered as a result of such violation. No purchaser of property located in a noise zone designated on the official zoning map of the locality as having a day-night average sound level of less than 65 decibels shall have a right to maintain an action for such damages. Any such action must be brought within one year of the date the purchaser received the disclosure statement. If no disclosure statement was provided to the purchaser, the action must be brought within one year of the date of settlement, or purchaser's occupancy of the property by lease with option to purchase.

Purchasers should be aware that neither a seller nor a real estate licensee is obligated to disclose facts or

occurrences which have no effect on the physical structure of the property, its physical environment, or the improvements located thereon, or the fact that the property was the site of a homicide, felony, or suicide. Furthermore, it is a violation of federal law to disclose whether a previous occupant of the property was afflicted with the HIV virus or has AIDS. Purchasers should be aware that in providing a disclosure statement:

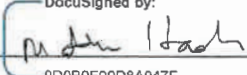
1. The owner is making no representations or warranties as to the condition of the real property or any improvements thereon, or with regard to any covenants and restrictions, or any conveyance of mineral rights, as may be recorded among the land records affecting the real property or any improvements thereon. Purchasers should exercise whatever due diligence they deem necessary, including obtaining a home inspection, as defined in § 54.1-500, a mold assessment conducted by a business that follows the guidelines provided by the U.S. Environmental Protection Agency, and a residential building energy analysis as defined in §54.1-1144, in accordance with the terms and conditions as may be contained in the real estate purchase contract.
2. The owner makes no representation with respect to current lot lines or the ability to expand, improve, or add any structures on the property, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary, including obtaining a property survey and contacting the locality to determine zoning ordinances or lot coverage, height, or setback requirements on the property.
3. The owner is making no representations with respect to any matters that may pertain to parcels adjacent to the subject property, including zoning classification or permitted uses of adjacent parcels. Purchasers should exercise whatever due diligence they deem necessary with respect to adjacent parcels in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement on the subject property.
4. The owner makes no representations as to any matters that pertain to whether the provisions of any historic district ordinance affect the property. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to any historic district designated by the locality pursuant to Virginia Code § 15.2-2306, including review of any local ordinance creating such district or any official map adopted by the locality depicting historic districts, any materials available from the locality that explain any requirements to alter, reconstruct, renovate, restore, or demolish buildings or signs in the local historic district and the necessity of any local review board or governing body approvals prior to doing any work on a property located in a local historic district, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
5. The owner makes no representations with respect to whether the property contains any resource protection areas established in an ordinance implementing the Virginia Chesapeake Bay Preservation Act (§ 62.1-44.15:67 et seq.) adopted by the locality where the property is located pursuant to Virginia Code § 62.1-44.15:74. Purchasers should exercise whatever due diligence they deem necessary to determine whether the provisions of any such ordinance affect the property, including review of any official map adopted by the locality depicting resource protection areas, in accordance with terms and conditions as may be contained in the purchase contract, but in any event prior to settlement on the property.
6. The owner makes no representations with respect to information on any sexual offenders registered under Chapter 23 (§ 19.2-387 et seq.) of Title 19.2. Purchasers are advised to exercise whatever due diligence they deem necessary with respect to such information, in accordance with the terms and conditions of the purchase contract, but in any event prior to settlement. Such information may be obtained by contacting the local police department or the Department of State Police, Central Criminal Records Exchange, at (804) 674-2000, or on the Internet at <http://sex-offender.vsp.virginia.gov/sor/>.
7. The owner makes no representations with respect to whether the property is within a dam break inundation zone. Purchaser is advised to exercise whatever due diligence the purchaser deems necessary with respect to whether the property resides within a dam break inundation zone, including a review of any map adopted by the locality depicting dam break inundation zones.
8. The owner makes no representations with respect to the presence of any wastewater system, including the type or size thereof or associated maintenance responsibilities related thereto, located on the property and the purchaser is advised to exercise whatever due diligence the purchaser deems necessary to determine the presence of any wastewater system on the property and the costs associated with maintaining, repairing, or inspecting any wastewater system, including any costs or requirements related to the pump-out of septic tanks, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to that contract.
9. The owner makes no representations with respect to any right to install or use solar energy collection devices on the property.
10. The owner makes no representations with respect to whether the property is located in one or more special flood hazard areas and purchasers are advised to exercise whatever due diligence they deem necessary, including (i) obtaining a flood certification or mortgage lender determination of whether the property is located in one or more special flood hazard areas, (ii) reviewing any map depicting special flood hazard areas, (iii) contacting the Federal Emergency Management Agency (FEMA) or visiting the website for FEMA's National Flood Insurance Program or the Virginia Flood Risk Information Website operated by the Department of Conservation and Recreation, and (iv) determining whether flood insurance is required, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract. A flood risk information form that provides additional information on flood risk and flood insurance is available for download by the Real Estate Board on its website.
11. The owner makes no representations with respect to whether the property is subject to one or more conservation or other easements and that purchasers are advised to exercise whatever due diligence a particular purchaser deems

necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event, prior to settlement pursuant to such contract; and

12. The owner makes no representations with respect to whether the property is subject to a community development authority approved by a local governing body pursuant to Article 6 (§ 15.2-5152 et seq.) of Chapter 51 of Title 15.2 of the Virginia Code and that purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with terms and conditions as may be contained in the real estate purchase contract, including determining whether a copy of the resolution or ordinance has been recorded in the land records of the circuit court for the locality in which the community development authority district is located for each tax parcel included in the district pursuant to Virginia Code § 15.2-5157, but in any event, prior to settlement pursuant to such contract.
13. The seller represents that there are no pending enforcement actions pursuant to the Virginia Uniform Statewide Building Code (§ 36-97 et seq.) that affect the safe, decent and sanitary living conditions of the property of which the seller has been notified in writing by the locality, nor any pending violation of the local zoning ordinance that the seller has not abated or remedied within the time period set out in the written notice of violation from the locality or established by a court of competent jurisdiction, except as set out in the disclosure statement.
14. The seller makes no representations with respect to whether the property is located on or near deposits of marine clays (marumsco soils), and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary in accordance with the terms and conditions as may be contained in the real estate purchase contract, including consulting public resources regarding local soil conditions and having the soil and structural conditions of the property analyzed by a qualified professional.
15. The seller makes no representations with respect to whether the property is located in a locality classified as Zone 1 or Zone 2 by the U.S. Environmental Protection Agency's (EPA) Map of Radon Zones, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property is located in such a zone, including (i) reviewing the EPA's Map of Radon Zones or visiting the EPA's radon information website; (ii) visiting the Virginia Department of Health's Indoor Radon Program website; (iii) visiting the National Radon Proficiency Program's website; (iv) visiting the National Radon Safety Board's website that lists the Board's certified contractors; and (v) ordering a radon inspection, in accordance with the terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
16. The seller makes no representations with respect to whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free" pursuant to 42 U.S.C. § 300g-6, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether the property contains any pipe, pipe or plumbing fitting, fixture, solder, or flux that does not meet the federal Safe Drinking Water Act definition of "lead free", in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract.
17. The seller makes no representations with respect to the existence of defective drywall on the property, and purchasers are advised to exercise whatever due diligence they deem necessary to determine whether there is defective drywall on the property, in accordance with terms and conditions as may be contained in the real estate purchase contract, but in any event prior to settlement pursuant to such contract. For purposes of this paragraph, "defective drywall" means the same as that term is defined in Virginia Code § 36-156.1.
18. The seller makes no representation with respect to the condition or regulatory status of any impounding structure or dam on the property or under the ownership of the common interest community that the owner of the property is required to join, and purchasers are advised to exercise whatever due diligence a particular purchaser deems necessary to determine the condition, regulatory status, cost of required maintenance and operation, or other relevant information pertaining to the impounding structure or dam, including contacting the Department of Conservation and Recreation or a licensed professional engineer.

If the property is located in a locality in which a military air installation is located, the seller must provide purchasers with a disclosure statement setting forth whether the property is located in a noise zone or accident potential zone, or both, if so designated on the official zoning map of the locality. Such disclosure shall state the specific noise or accident potential zone, or both, in which the property is located.

Please acknowledge receiving a copy of this summary by signing below.

<small>DocuSigned by:</small>  <small>9D0B0E90D8A947F...</small>	_____	1/29/2024	_____ (Date)
_____	_____	_____	_____ (Date)
_____	_____	_____	_____ (Date)
_____	_____	_____	_____ (Date)






## RESIDENTIAL PROPERTY DISCLOSURE STATEMENT SELLER AND PURCHASER ACKNOWLEDGEMENT FORM

The Virginia Residential Property Disclosure Act (§ 55.1-700 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 provide notification to the purchaser of disclosures required by the Act and to advise the purchaser that the disclosures are listed on the Real Estate Board webpage.  
Certain transfers of residential property are excluded from this requirement (see § 55.1-702).

PROPERTY ADDRESS/ 1201, 1205, 1207, 1211, 1217 Fairfax Street, Radford, VA 24141  
LEGAL DESCRIPTION: SEE LISTING AGREEMENT: OTHER TERMS

The purchaser is advised of the disclosures listed in the RESIDENTIAL PROPERTY DISCLOSURE STATEMENT located on the Real Estate Board webpage at:  
[https://www.dpor.virginia.gov/Consumers/Residential\\_Property\\_Disclosures](https://www.dpor.virginia.gov/Consumers/Residential_Property_Disclosures)

The owner(s) hereby provides notification as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*) and, if represented by a real estate licensee as provided in § 55.1-712, further acknowledges having been informed of the rights and obligations under the Act.

DocuSigned by:  
  
OWNER ID: 0B0E90D8A947F...  
**Matthew Hamden**  
1/29/2024  
Date

Owner  
Date

The purchaser(s) hereby acknowledges receipt of notification of disclosures as required under the Virginia Residential Property Disclosure Act (§ 55.1-700 et seq. of the *Code of Virginia*). In addition, if the purchaser is (i) represented by a real estate licensee or (ii) not represented by a real estate licensee but the owner is so represented as provided in § 55.1-712, the purchaser further acknowledges having been informed of the rights and obligations under the Act.

Purchaser  
Date

Purchaser  
Date

# Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

## Lead Warning Statement

Every Purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduce intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The Seller of any interest in residential real property is required to provide the Buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

This disclosure applies to the property(ies) located at: **1201, 1205, 1207, 1211, 1217 Fairfax Street, Radford, VA 24141**

## Seller's Disclosure (initial)

(a) Presence of lead-based paint and/or lead-based hazards (check (i) or (ii) below):

(i)  Known lead-based paint and/or lead-based paint hazards are present in the housing (explain):

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and Reports available to the Seller (check (i) or (ii) below):

(i)  Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below):

(ii)  Seller has no reports or records pertaining to lead-based paint and/or lead-based hazards in the housing.

## Purchaser's Acknowledgment (initial)

(c)  Purchaser has received copies of all information listed above.

(d)  Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e)  Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint and/or lead-based paint hazards; or


(ii)  waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

## Agent's Acknowledgment (initial)

(f)  Agent has informed the Seller of the Seller's obligations under 42 U.S.C. 4852 (d) and is aware of his/her responsibility to ensure compliance.

## Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

DocuSigned by:  
  
\_\_\_\_\_  
Seller 9D0B0E90D8A947F... Date  
**Matthew Hamden**

\_\_\_\_\_  
Seller Date

\_\_\_\_\_  
Purchaser Date

\_\_\_\_\_  
Purchaser Date

DocuSigned by:  
  
\_\_\_\_\_  
Agent 7FD0DABFC9264B1... Date  
**Stephanie J. Carfagna**

\_\_\_\_\_  
Agent Date

Revised 7/2016

## DIVISION 5. - R-4 MULTIFAMILY RESIDENTIAL DISTRICT

**ZONING**

## Sec. 120.1-45. - Intent of district.

Pursuant to the general purposes of this chapter the R-4 Multifamily Residential District is intended to provide for medium to high density residential developments, a variety of housing types, and incidental service for convenience of residents of large developments. The district is designed to accommodate general purpose multifamily housing, attached dwellings and housing for the elderly, and to encourage owner-occupancy opportunities. The R-4 District is intended to be applied in developing areas of the city where utility and community services are suitable for medium density housing and where such will be compatible with the character of surrounding development.

(Ord. No. 1553, 5-14-07)

## Sec. 120.1-46. - Permitted uses and structures.

The following uses and structures shall be permitted in the R-4 District:

- (1) Single-family dwellings;
- (2) Family day care home;
- (3) Duplex dwellings;
- (4) Group home;
- (5) Rights-of-way, easements and facilities necessary for the provision and maintenance of public utilities and transportation, but not including wastewater treatment plants, water treatment plants or electric generating plant;
- (6) Townhouses, in accordance with the townhouse guidance in this chapter;
- (7) Multifamily dwellings, provided that a site plan has been approved by the planning commission;
- (8) Churches and other places of worship.

(Ord. No. 1553, 5-14-07)

## Sec. 120.1-47. - Uses and structures permitted with a special use permit.

The following uses and structure shall be allowed in the R-4 Residential District with an approved special use permit, as set forth in article IX of this chapter:

- (1) Public schools and private schools having substantially the same academic curriculum as public schools, provided that a site plan approved by the planning commission shall be

required as set forth in article VIII of this chapter;

- (2) Parks, playgrounds and other recreation facilities, libraries, museums and community centers; when such uses are owned or operated by a governmental agency or nonprofit organization, provided that a site plan approved by the planning commission shall be required as set forth in article VIII of this chapter;
- (3) Neighborhood recycling drop center, publicly owned and operated;
- (4) Bed and breakfast establishments;
- (5) Living quarters, in the main building, of owner-occupied single-family dwellings, when such living quarters are occupied by persons employed on the premises;
- (6) Private club, lodge, civic organization, fraternity and/or sorority living quarters and related meeting areas, provided that a site plan has been approved by the planning commission;
- (7) Home for adults;
- (8) Nursing home;
- (9) Educational facilities;
- (10) Clinic;
- (11) Restaurant;
- (12) Parking facilities;
- (13) Incidental retail and services restricted to developments containing 60 dwelling units and intended primarily to serve residents of the development in which they are located. The intended uses shall be identified in the site plan and approved.
  - a. The total area devoted to business uses shall not exceed 70 square feet of floor area per dwelling unit within the development, nor shall any one establishment exceed 1,000 square feet of floor area;
  - b. All business use within a development shall be located within a single building devoted to multifamily use, and there shall be no show windows or other evidence of such business use from the exterior of the building, other than necessary means of ingress and egress and one nonilluminated sign not exceeding two square feet in area attached flat against the building;
  - c. No pick up or delivery service shall be provided by such business, except to occupants of the development within which it is located.

(Ord. No. 1553, 5-14-07; Ord. No. 1690, 3-27-17)

Sec. 120.1-48. - Uses and structures permitted as accessory uses.

Where a lot is devoted to a permitted principal use, customary accessory uses and structures are authorized. The following uses are also applicable:

- (1) Home occupations as defined in Article I of this chapter;
- (2) Living quarters, in the main building, of owner-occupied single-family dwellings, when such living quarters are occupied by persons employed on the premises;
- (3) Recreational vehicles stored within the required side or rear yard, occupancy is prohibited;
- (4) Temporary buildings for uses incidental to construction work, such buildings shall be removed upon completion or abandonment of the construction work;
- (5) Signs as permitted by the provisions of Article V of this chapter;
- (6) Parking;
- (7) Satellite dish antenna not exceeding 20 inches in diameter;
- (8) Swimming pool associated with a private residence in side or rear yard;
- (9) Garden; and
- (10) Customary accessory structures.

(Ord. No. 1553, 5-14-07)

Sec. 120.1-49. - Lot requirements.

The following lot area and lot width requirements shall be applicable in the R-4 Multifamily Residential District.

- (1) *Single-family dwellings.* Single-family dwellings shall be located on lots not less than 6,000 square feet in area and not less than 50 feet in width;
- (2) *Single-family attached dwellings.* Individual lots shall be no less than 1,600 square feet in area, provided that the total number of dwelling units on a development site as defined in article I of this chapter shall not exceed ten per acre. Individual lots shall be no less than 16 feet in width, provided that the end lots of each row of attached units shall be no less than 26 feet in width;
- (3) *Multifamily dwellings.* The minimum required lot area of multifamily dwellings shall be 10,000 square feet for up to four units, plus 1,600 square feet per dwelling unit in excess of four units. The minimum lot width shall be 100 feet;
- (4) *Other uses.* There shall be no minimum required lot area or lot width for uses other than single-family dwellings and multifamily dwellings, provided that sufficient lot area and width shall be available to enable compliance with all other applicable requirements of this chapter, including such requirements as may be imposed in conjunction with a special use permit.

(Ord. No. 1553, 5-14-07; Ord. No. 1624, 8-9-10)

Sec. 120.1-50. - Required yards and permitted lot coverage.

The following yard (setback) and lot coverage requirements shall be applicable in the R-4 Multifamily Residential District. (See Article III for supplementary regulations pertaining to yards in general, yards for accessory buildings and yards on corner lots.)

- (1) *Front yard.* Not less than 25 feet;
- (2) *Side yards:*
  - a. *Single-family:* Ten percent of lot frontage, not less than six feet;
  - b. *Single-family attached dwellings:* Not less than ten feet at each end of a row of attached units;
  - c. *Multifamily dwellings:* Not less than 15 feet, provided that side yards abutting any property lying within a CD, R-1, R-2, or R-3 District or abutting any property devoted to single-family dwelling use in any district shall be not less than 20 feet;
  - d. *Other uses:* Not less than 15 feet.
- (3) *Rear yard.* Not less than 25 feet;
- (4) *Lot coverage.* Not more than 40 percent of the area of a lot shall be covered by the main building and accessory buildings, provided that this requirement shall not be applicable to multifamily dwellings, lodging houses, or nursing homes;
- (5) *Height* No building or structure shall exceed a height of 60 feet. (See Article III for supplementary height regulations).

(Ord. No. 1553, 5-14-07; Ord. No. 1591, 6-23-08)

Sec. 120.1-51. - Yards between main buildings on the same lot.

When two or more main buildings devoted to dwelling use are situated on the same lot, yards of not less than 25 feet shall be provided between such buildings, except that:

- (1) Where neither of the opposing walls of two buildings contains windows, the yard between the buildings shall be not less than 20 feet.

(Ord. No. 1553, 5-14-07)

Sec. 120.1-52. - Usable open space requirements.

Usable open space in the amount of not less than 25 percent of the area of the lot shall be provided on each lot devoted to multifamily dwelling, lodging house or nursing home use. For the purposes of this requirement, usable open space shall be as defined in Article I of this chapter.

(Ord. No. 1553, 5-14-07)

Sec. 120.1-53. - Additional requirements for attached dwellings.

In addition to the requirements set forth elsewhere in this article, the following requirements shall be applicable to single-family attached dwelling developments.

- (1) *Areas to be held in common.* In the event common areas are provided within a development site for purposes of roadways, parking, access, open space, recreation or other purposes, such common areas shall be maintained by and be the responsibility of the developer or owner of the development until such time as they are conveyed to a homeowners' association consisting of the owners of individual units within the development and established for purposes of ownership and maintenance of such common areas;
- (2) *Covenants and restrictions.* Appropriate covenants and deed restrictions approved as to form and substance by the city attorney shall be recorded to provide for the perpetuation and maintenance of all areas and facilities within a development site to be held in common ownership by property owners within such site. Such covenants and restrictions shall provide, among other things, that the costs of maintaining common areas and facilities shall be levied on a pro rata basis upon each individual lot within the development, and in the event of nonpayment shall constitute a lien on the lot;
- (3) *Maximum units in a row.* Not more than eight single-family attached dwellings shall be attached in a series or continuous row;
- (4) *Variation in front yards or facades.* Variations in front yards or in the architectural treatment of the fronts of dwelling units shall be provided within each continuous row of attached units so that no more than two contiguous units are provided with the same front yard and the same architectural treatment;
- (5) *Frontage and access.* Each single-family attached dwelling shall be located on a lot having frontage or access meeting the requirements of section 120.1-162 of this chapter. In addition to front, side and rear yards required on individual lots, easements or areas in common or public ownership shall be provided at such locations and of such width as necessary to enable access by residents and service and emergency personnel to all lots within the development site;
- (6) *Recreation area.* Each development site containing more than eight dwelling units shall be provided with common recreation area of not less than ten percent of the area of the development site. Such area shall be accessible to all units and improved for active or passive recreational use by residents of the development.

(Ord. No. 1553, 5-14-07)

Sec. 120.1-54. - Additional requirements for multifamily dwellings.

In addition to the requirements set forth elsewhere in this article, the following requirements shall be applicable to multifamily dwellings:

- (1) *Bedroom requirements.* For the purposes of this section, any room, other than a living room, dining room or area, kitchen or bathroom, which could be used for sleeping purposes, shall be counted as a bedroom. The minimum size of such bedroom shall not be less than 70 square feet per inhabitant.

(Ord. No. 1553, 5-14-07)