



## Special Use Permit Application Form

### Montgomery County, Virginia

755 Roanoke St. Suite 2A, Christiansburg, VA 24073  
 540-394-2148 | [mcplan@montgomerycountyva.gov](mailto:mcplan@montgomerycountyva.gov)

**Applicant Information:** (PLEASE PRINT – if additional owners, please attach additional sheets)

Owner of Record (attach separate page for add'l owners):	Address:
Telephone:	Email:

Applicant Name:    Owner    Contract Purchaser/Lessee	Address:
Telephone:	Email:

Representative Name and Company:	Address:
Telephone:	Email:

**Property Description:**

Location or Address: <i>(Describe in relation to nearest intersection)</i>		
Parcel ID Number(s):	Acreage:	Existing Zoning:
Comprehensive Plan Designation:	Existing Use:	

**Description of Request:** (Please provide additional information on attached sheet if necessary)

Proposed Use(s) including acreage:
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*I certify that the information supplied on this application and on the attachments provided (maps or other information) is accurate and true to the best of my knowledge. In addition, I hereby grant permission to the agents and employees of Montgomery County and State of Virginia to enter the above property for the purposes of processing and reviewing the above application.*

**If signing on behalf of a Corporation, Partnership, or LLC, please specify your title with the entity and provide documentation clarifying your authority to sign on behalf of the entity.**

	6/2/23
Owner 1 Signature	Date

	6/2/23
Owner 2 Signature <i>(for add'l owners please attach separate sheet)</i>	Date
	6/2/23
Applicant Signature	Date

	6/2/23
Representative/Agent Signature	Date

## **1950 Oilwell Special Use Permit Statement of Justification**

This statement of justification is written by the property owner, Thomas Sears, of 1950 Oilwell Rd, Blacksburg VA 24060 to make his home a Short Term Rental Property. It's intent is to communicate the impact of the proposed request on the County's resources; and how the request complies with Montgomery County's comprehensive plan.

Section 10-54(3)(g), Montgomery County Zoning Ordinance

(g) Issues for Consideration. In considering a Special Use Permit application, the following factors shall be given reasonable consideration. The application shall address all the following in its statement of justification or Special Use Permit plat unless not applicable, in addition to any other standards imposed by this Ordinance:

1. Whether the proposed Special Use Permit is consistent with the Comprehensive Plan (Addressed under "3. Comprehensive Plan Justification").
  - **In accordance with the *Montgomery County, 2025: Comprehensive Plan* Map the residence is located within a "residential transition" area (shaded yellow).**
  - **The area in which the property is located is not currently serviced by public water and sewer and should low density residential (p.14).**
  - **The property will remain residential in accordance with the Area Land use (PLU 1.5.1, p.51)**
  - **There are no new structures planned on the property which will keep the property in accordance with the Area Community Design of 1 dwelling per unit acre (PLU 1.5.2, p .51)**
  - **The property utilities are maintained by personally owned well water and septic systems and do not require any sewer or water service extensions. All trash will be removed and taken to a Solid Waste facility by a cleaning service after every rental stay. No additional facilities or services required. (PLU 1.5.3, p. 51-52)**
  - **No pedestrian oriented facilities required (TRN 1.3.5, p. 220)**
2. Whether the proposed Special Use Permit will adequately provide for safety from fire hazards and have effective measures of fire control.
  - **Yes. All renters will be required to follow all VA Department of Forestry Burn Laws (<https://dof.virginia.gov/wildland-prescribed-fire/wildfire-prevention/before-you-burn/>).**
3. The level and impact of any noise emanating from the site, including that generated by the proposed use, in relation to the uses in the immediate area.
  - **All renters will be encouraged to be respectful of all neighbors and keep outdoor noise to a minimum. It will be clearly stated in the listing that no large parties will be allowed. Negative reviews will be left for any renters failing to comply with the house rules.**
4. The glare or light that may be generated by the proposed use in relation to uses in the immediate area.
  - **All outdoor lighting (porch, garage lights, etc) consistent with neighborhood. No additional light to be installed.**

5. The proposed location, lighting and type of signs in relation to the proposed use, uses in the area, and the sign requirements of this Ordinance.

- **No signs will be posted to advertise this property.**

6. The compatibility of the proposed use with other existing or proposed uses in the neighborhood, and adjacent parcels.

- **The property line and house will remain the same. No additional structures planned. Upgrades to the current house will include: repaving driveway, staining deck, yearly landscape.**

7. The location and area footprint with dimensions (all drawn to scale), nature and height of existing or proposed buildings, structures, walls, and fences on the site and in the neighborhood.

- **The house has remained as purchased: 2-story home, with walk out basement. 3.5 foot wooden fence in back yard. No additional structures planned.**

8. The nature and extent of existing or proposed landscaping, screening and buffering on the site and in the neighborhood.

- **Yearly landscaping in front yard beds.**

9. The timing and phasing of the proposed development and the duration of the proposed use.

- **Planning to launch Short Term Rental as soon as approved. Duration anticipated to be 5-7 years, until military retirement complete and we can return to home.**

10. Whether the proposed Special Use Permit will result in the preservation or destruction, loss or damage of any topographic or physical, natural, scenic, archaeological or historic feature of significant importance.

- **No planned changes to physical features of personal property.**

11. Whether the proposed Special Use Permit at the specified location will contribute to or promote the welfare or convenience of the public.

- **A Short Term Rental at our home will allow renters to contribute to the local economy during the duration of their stay.**

12. The traffic expected to be generated by the proposed use, the adequacy of access roads and the vehicular and pedestrian circulation elements (on and off-site) of the proposed use, all in relation to the public's interest in pedestrian and vehicular safety and efficient traffic movement.

- **All roads to our home are paved, two-lane roads, maintained by Montgomery County. Vehicle traffic to our location is expected to be reduced since there will not be full time residents at the location.**

13. Whether, in the case of existing structures proposed to be converted to uses requiring a Special Use Permit, the structures meet all code requirements of Montgomery County.

- **Yes. No structural changes to existing structures since original construction.**

14. Whether the proposed Special Use Permit will be served adequately by essential public facilities and services.

- **Yes. This residence receives power from Appalachian Power, has adequate cell coverage, has a well-water system, septic system, and is easily accessed by public two-lane roads. Cleaning services will be provided following each rental to remove any trash. No additional public facilities or services required.**

15. The effect of the proposed Special Use Permit on groundwater supply.

- **None. Home is on well water and septic system.**
16. The effect of the proposed Special Use Permit on the structural capacity of the soils.
- **None.**
17. Whether the proposed use will facilitate orderly and safe road development and transportation.
- **Yes. All traffic to location will be via personal vehicle, via two-lane roads. No additional roads or public transportation required.**
18. The effect of the proposed Special Use Permit on environmentally sensitive land or natural features, wildlife habitat and vegetation, water quality and air quality.
- **No impact. All renters will be notified to refrain from “messaging with” or feeding wildlife on the property.**
19. Whether the proposed Special Use Permit use will provide desirable employment and enlarge the tax base by encouraging economic development activities consistent with the Comprehensive Plan.
- **Yes. The property will be managed by *Blue Ridge Escapes (AnB Investments, LLC)*. Blue Ridge Escapes, will manage the property listing; pricing and availability; respond to guest inquiries and issues; arrange housekeeping after every stay; coordinate urgent repairs; and coordinate additional cleaning services, lawn care, and extermination services.**
20. Whether the proposed Special Use Permit considers the needs of agriculture, industry, and businesses in future growth.
- **Renters will be able to engage and contribute to the local economy in the Montgomery Country Area during their stay.**
21. The effect of the proposed Special Use Permit use in enhancing affordable shelter opportunities for residents of the County.
- **The property will be available to rent for short tem stays.**
22. The location, character, and size of any outdoor storage.
- **A small (6’x4’x4’) portable shed (#1) is located in the back yard to maintain lawn care equipment. A small (8’x3’x4’) wooden structure (#2) is located in the back yard to provide a covering for firewood.**
23. The proposed use of open space.
- **All open space will be maintained by lawn care services to provide an enjoyable area for residents.**
24. The location of any major floodplain and steep slopes.
- **The back acre of the property is on a finger-like ridge which has some steep slopes on both sides. This area is off limits to residents.**
25. The location and use of any existing non-conforming uses and structures.
- **None**
26. The location and type of any fuel and fuel storage.
- **A gas can for lawn equipment may be stored in shed #1; firewood for firepit may be stored in shed #2.**
27. The location and use of any anticipated accessory uses and structures.
- **None anticipated.**

28. The area of each use; if appropriate.
  - **N/A**
29. The proposed days/hours of operation.
  - **The Short Term Rental will be made available and listed on sited like AirBnB and VRBO. Check in will typically be 3pm, check out will typically be 11 am.**
30. The location and screening of parking and loading spaces and/or areas.
  - **All parking will be located in the driveway (4 cars maximum)**
31. The location and nature of any proposed security features and provisions.
  - **A CCTV camera will be located on the front porch to monitor all occupants entering and exiting the property.**
32. The number of employees.
  - **N/A. Blue Ridge Escapes, will manage the property listing but will not be an employee of the property owners.**
33. The location of any existing and/or proposed adequate on and off-site infrastructure.
  - **None.**
34. Any anticipated odors, which may be generated by the uses on site.
  - **None anticipated. The property will remain residential in nature.**
35. Whether the proposed Special Use Permit uses have sufficient measures to mitigate the impact of construction traffic on existing neighborhoods and school areas.
  - **N/A. There will be no construction traffic required.**

# Completion Statement

Commonwealth of Virginia  
State Department of Health

Health Department  
Identification Number 160-01-05411

Health Department

Name of Company/Corporation/Individual: UNLIMITED CORP

Address: NORWOOD STREET Telephone: 639-1478

Owner's Name Triple S Investments

Owner's Address \_\_\_\_\_

Location of Installation: Lot # 2 Block \_\_\_\_\_

Section: North Woods Subdivision: \_\_\_\_\_

Other: \_\_\_\_\_

I hereby certify that the onsite sewage disposal system has been installed and completed in accordance with the construction permit issued (date) 10/25/01 and is in compliance with Part D of the Sewage Handling and Disposal Regulations and when appropriate the plans and specifications for the project.

4/19/02

Date

Robert A. Binkley Sup. Vis.

Signature and Title



NW  
#2

# COMMONWEALTH of VIRGINIA

Montgomery County Health Department

CHRISTIANSBURG, VIRGINIA 24073

IN COOPERATION WITH  
VIRGINIA STATE DEPARTMENT OF HEALTH

October 26, 2001

Triple J Investments  
c/o UCI  
P. O. Box 2854  
Radford, Virginia 24143

Dear Sir:

Enclosed is a copy of your construction permit and other pertinent data in reference to your Application for a Sewage Disposal System and water supply Construction permit, LD. No. 160-01-0544. At this time you may begin construction of this system, which must comply with all requirements on the enclosed permit. If you feel any changes are necessary, please contact me at the Environmental Health Office at 381-7114 between 8:00 a.m. and 9:00 a.m.

Also, you will find, along with your new septic system construction permit, a Commonwealth of Virginia Water Well Completion Report (GW-2). It is very important that you have your well driller complete the form in its entirety and return to us at 210 South Pepper Street, Suite A, Christiansburg, Virginia 24073. Under the new state laws, this form must be completed and returned to us and a satisfactory water sample taken and reported to us before an operations permit can be issued for your system.

This permit should be treated like an important document and should be kept with the deed to the property. If it should be lost or damaged there will be a fee for a copy. This permit is not transferable.

Thank you very much for your cooperation.

Yours truly,

  
David Burris  
Environmental Health Specialist Sr.

## Water Supply and/or Sewage Disposal System Construction Permit

Commonwealth of Virginia  
 Department of Health  
 Montgomery Health Department

Health Department  
 Identification Number 160-01-0544  
 Map Reference 66/A/166C/3

### General Information

Water Supply System: New  Repair \_\_\_\_\_ Public \_\_\_\_\_ FHA \_\_\_\_\_ VA \_\_\_\_\_ Case # \_\_\_\_\_

Sewage Disposal System: New  Repair \_\_\_\_\_ Expanded \_\_\_\_\_ Conditional \_\_\_\_\_ Public \_\_\_\_\_

Based on the application for a sewage disposal construction permit filed in accordance with §2.13E, of the Sewage Handling and Disposal Regulations and/or §2.13 of the Private Well Regulations a construction permit is hereby issued to:

Owner TRIPLE J INVESTMENTS Telephone 639-1478  
 Address C/O UCL PO BOX 2854 RADFORD VA 24143 Type I  
 to be constructed at: \_\_\_\_\_

Subdivision NORTHWOODS Section/Block \_\_\_\_\_ Lot 2 Actual or estimated water use 450 gpd  
3 BEDROOM

DESIGN	NOTE: SEWAGE DISPOSAL SYSTEM INSPECTION RESULTS
Water supply, existing: (describe) _____ To be installed: class <u>III B</u> cased <u>50+</u> ' grouted <u>50+</u> '	Water supply location: Satisfactory Yes ___ No ___ comments _____ Completion Report _____ G.W.2 Received: Yes ___ No ___ Not applicable
Building Sewer: <u>4"</u> I.D. PVC Schedule 40, Or equivalent. Slope <u>1.5"</u> per 10' (minimum). Other _____	Building Sewer: Yes <input checked="" type="checkbox"/> No ___ Comments _____ Satisfactory
Septic Tank: Capacity <u>1000+</u> Gals. (minimum). Other <u>FILTER AND SURFACE ACCESS REQUIRED</u>	Pretreatment unit: Yes <input checked="" type="checkbox"/> No ___ Comments _____ Satisfactory
Inlet-outlet structure: tees in-8"; out-18" PVC Schedule 40, 4" tees or equivalent. Other <u>OUTLET FILTER</u>	Inlet-outlet structure: Yes <input checked="" type="checkbox"/> No ___ Comments _____ Satisfactory
Pump and pump station: No <input checked="" type="checkbox"/> Yes ___ Describe and show design. If yes: _____	Pump & pump station: Yes ___ No ___ Comments _____ Satisfactory <u>N/A</u>
Gravity mains: 4" or larger I.D., minimum 6" fall per 100', 1500 lb. Crush strength or equivalent. Other _____	Conveyance method: Yes <input checked="" type="checkbox"/> No ___ Comments _____ Satisfactory
Distribution box: Precast with <u>8+</u> ports: <u>TWO</u> Other <u>WEIR</u>	Distribution box: Yes <input checked="" type="checkbox"/> No ___ Comments _____ Satisfactory
Header lines: Material: 4" plastic 1500 lb. crush strength plastic or equivalent from distribution box to 2' into adsorption trench. Slope 2" min. Other _____	Header lines: Yes <input checked="" type="checkbox"/> No ___ Comments _____ Satisfactory
Percolation lines: Gravity 4" plastic 1000 lb. per foot bearing load or equivalent, slope 2" to 4" (min. max.) per 100'. Other _____	Percolation lines: Yes <input checked="" type="checkbox"/> No ___ Comments _____ Satisfactory
Absorption Trenches: Square ft. required <u>1650</u> ; depth from ground surface to bottom of trench <u>23"</u> Aggregate size <u>5-1.5"</u> ; Trench bottom slope <u>1-2"</u> per 50'; center to center spacing <u>10'</u> ; trench width <u>3'</u> Depth of aggregate <u>13+</u> '; Trench length <u>55'</u> Number of trenches <u>10</u>	Absorption trenches: Yes <input checked="" type="checkbox"/> No ___ Comments _____ Satisfactory <u>Installed off Contours at Fin Area End of Lines</u> Inspected and approved by: <u>Gregory S. Correll 4/14/02</u> Date: _____ EHS



## **1950 Oilwell Property Management Plan**

The property listed in this application (1950 Oilwell Rd) will be managed and listed by *Blue Ridge Escapes (AnB Investments, LLC)*. A copy of the Rental Management Services Agreement which details the responsibilities of Blue Ridge Escapes (Host) and owners is included with this plan as Appendix A.

In summary, Blue Ridge Escapes, will manage the property listing; pricing and availability; respond to guest inquiries and issues; arrange housekeeping after every stay; coordinate urgent repairs; and coordinate additional cleaning services, lawn care, and extermination services.

Due to the property location, the only neighbors sharing an immediate property line are at 1960 Oilwell Road. We have discussed our management plan with these neighbors and they are supportive. All other neighbors are across the road or do not share an adjacent property line.

To limit the impact to neighbors and adjacent properties, all immediate neighbors will be provided the contact of the management team at Blue Ridge Escapes (reference Contact List, Appendix B). Neighbors may contact Blue Ridge Escapes for any noise complaints, maintenance issues or other complaints, as needed.

Residents will also be provided a list of expectations (Appendix C) to ensure all guests understand the boundaries of the property and how to respect all neighbors in the area.

**Appendix A - Blue Ridge Escapes, Short Term Rental Agreement**

(attached PDF document)

**Appendix B - Management Contact Information**

**Property Managers:** Blue Ridge Escapes (AnB Investments, LLC)

**Address:** 350 Arbor Dr. #22 Christiansburg, VA 24068

**BRE Management Point of Contact:** Wally Andrus, 540-471-0501, wallyandrus1@gmail.com

**Property Owners:** Thomas and Julia Sears

**Address:** 1950 Oilwell Rd., Blacksburg, VA 24060

**Email:** [sea38801@gmail.com](mailto:sea38801@gmail.com) & [juliellesears@gmail.com](mailto:juliellesears@gmail.com)

**Phone:** 817-480-9398 (cell) and 817-907-0692 (cell)

**Appendix C - What to expect during your stay**

Welcome to our home at 1950 Oilwell Rd in beautiful Blacksburg, Virginia. We hope you enjoy your stay here. Here's a couple of expectations to keep in mind during your time here.

**Please be respectful of our neighbors.** This area is a the hidden gem in Blacksburg, it's close to everything, but it's still nice and quiet up here. Please be mindful of everyone up here.

**Do enjoy the nature around you.** Spend plenty of time on the front and back porch enjoying all there is to see and hear. Please **do not** venture beyond the woodline which marks the edge of our property. We're close to the Huckleberry Trail (at the bottom of the mountain) where there is a great walking and bike-riding trail (all the way to lane stadium if you've got a few miles in you).

**Feel free to use the grill, fire pit and outdoor games.** Please **do not** have an outdoor fire if our neighbors have laundry out. **Please follow all VA Department of Forestry Burn Laws** (<https://dof.virginia.gov/wildland-prescribed-fire/wildfire-prevention/before-you-burn/>).

**We do allow dogs**, and there is an enclosed backyard fence for your convenience. Please clean up after your dog, and keep them on a leash if you take them outside of the fence. Occasionally, we get deer, turkey and sometimes bears on our mountain. Please **do not** feed any wildlife.

Our in-home fireplace is not operational, please **do not** light any fires in the fireplace.

Please **report any maintenance or safety concerns** to Blue Ridge Escapes. We will do our best to address it as quickly as possible.

**Most importantly, please enjoy your time here.** We've spent a lot of time trying to make our home a peaceful getaway for all guests. We hope you enjoy it as much as we do.

## Short Term Rental Management Services Agreement

This agreement is between:

AnB Investments, LLC, 350 Arbor Dr. #22 Christiansburg, VA 24068 (referred to as "Host")

AND

Thomas (Ben) and Julillele Sears (referred to as "Owner")

### 1. Introduction:

This agreement sets out the terms and conditions upon which Host will provide short term rental management services to Owner in relation to Owner's property that Owner wishes to let rent through Airbnb or similar homestay booking websites.

### 2. Definitions:

In this agreement, some terms are used regularly. These are defined as follows:

"Availability Period" means the period for which the property is available for receiving Guests;

"Cleaning Fee" means a fee for cleaning and preparing the property for occupation by a Guest;

"Excluded Services" means the services that Host does not provide as part of this agreement. These are listed in Appendix A;

"Extra Maintenance Services" means services such as deep clean, carpet shampoo, upholstery cleaning, mold removal, pest control, oven cleaning, external window/balcony cleaning, wall painting, work at height, serious plumbing, electrical or gas works and anything that is not covered by Host Services;

"Fee" means the fees charged by Host in accordance with clause 8 below;

"Guest" means a guest who is renting the property through one of the Homestay Websites;

"Homestay Website" means a short stay rental marketplace including but not limited to Airbnb, Homeaway, Booking.com, FlipKey, HomeAway and such other websites as chosen by Host;

"Services" means the short term rental management services described in clause 3 below;

"Listing" means any advertisement of Owner's property on the Homestay Website;

"Gross Nightly Rent" shall mean the total amount paid by the Guest for their nightly stay (nightly rate), plus any applicable pet fees.

“Property” means 1950 Oilwell Rd, Blacksburg VA 24060 or such other property as agreed between Host and Owner from time to time.

### **3. Services**

3.1 In exchange for the fee Owner will pay to Host, Host shall provide the following services to Owner:

3.1.1 Writing up Owner’s listing and optimizing it across various Homestay Websites. Host shall select the Homestay Websites to list on unless Owner stipulates otherwise;

3.1.2 Managing the pricing and availability calendar across various Homestay Website(s) as Host deems fit. Owner agrees that Host has the expertise to make pricing decisions and is therefore not required to consult with Owner before accepting a booking from a Guest or setting the price for any Bookings. However, the Host will bear in mind Owner’s requirements pertaining to monthly income expectations or preferences regarding the type of Guests Owner wishes to accept in the property;

3.1.3 Engaging a photographer (extra fees apply) to take photos of the Property for one full photoshoot. Should Owner cancel or postpone this photoshoot with less than 48 hours’ notice, or should a re-take photo is required due to the property not being reasonably ready as discussed, the photographer reserves the right to charge the Host an additional a fee to cover the cost of an additional photoshoot;

3.1.4 Responding to any enquiries raised by Guests in relation to the Property Listings and managing all communications with the Guests including any disputes that may arise;

3.1.5 Arrange housekeeping and linen service only once at the start of each Guest’s stay;

3.1.6 Remotely coordinating urgent repairs or maintenance works to Property if and only if required to ensure complete Guest satisfaction;

3.1.7 Cleaning, Extermination, and Lawn Care services are coordinated by the Host, but billed separately per section 7; and

3.2 Owner agrees that Host shall not provide the Excluded Services as part of this agreement. If Owner needs any services, Host can discuss them as and when needed and agree to arrange them for extra cost plus expenses.

### **4. Obligations**

4.1 In order to allow Host to provide the Services set out in this agreement Owner agrees that Owner will:

4.1.1 Provide Host with complete, accurate and timely information about the Property and any other information reasonably requested by us. It is Owner's responsibility to ensure that Host has all the information needed to operate and maintain the Property and look after the safety of each Guest;

4.1.2 Provide all the items necessary to make the property a comfortable and enjoyable space for guests. A guideline is setup in Appendix B. If these are not provided, Host will work with the Owner to determine necessary items.

4.1.3 Maintain the Property at all times which includes doing repairs as soon as possible upon request by Host or reimbursing Host for any repairs;

4.1.4 Comply with all legal requirements applicable to a landlord in the US including but not limited to fire safety regulations, gas and electrical safety etc.;

4.1.5 Remove or lock away any expensive and fragile items in the Property and notify Host about any particularly fragile or sensitive areas in the Property that Owner wants to bear in mind;

4.1.6 Keep refrigerator, kitchen cabinets, bathroom cabinets and dressers available for Guest use; and

4.1.7 Cooperate fully with Host in the provision of the Services and pay Host Fee and other costs when due.

## **5. Availability Period and Minimum Agreement**

5.1 Owner will make the Properties available to Host for short term rental management services for a minimum period of 12 Months, starting on or about July 1, 2023 (the "initial Availability Period"). Owner may not reduce the initial Availability Period without prior consent otherwise charges in Clause 5.2 below shall apply. The initial Availability Period extends automatically by two months at the end of the agreement date indefinitely unless Owner notifies the Host at least 30 days prior to the end of the Period.

5.2 If Owner would like to terminate the agreement during the initial Availability Period, Owner may do so by paying a break fee of \$1350 in addition to the other costs and fees that may be incurred.

5.3 Host shall charge a Fee at the rate of 20% for any reservation obtained during the availability period but which occurs after this agreement is terminated.

5.4 Upon termination, Host shall return Owner keys on the last day of the notice period or such other date as agreed.

5.5 The Fee for Host Services provided up until the date of termination and any Fee payable as per Clause 5.3. or Clause 6.1. shall become payable immediately following termination and receipt of the final invoice.

## **6. Cancellation or Refunds of Bookings**

6.1 Host shall mark the Property available on Homestay Website(s) to Guests unless otherwise notified by Owner in advance of any accepted booking.

6.2 If Owner cancel or causes a Guest to cancel any Booking or if Host is required to refund a part of a Booking, Owner shall be required to pay the following charges:

- a. the Homestay Website's cancellation charges, if applicable;
- b. any charges levied by payment processing sites for refunds, if applicable; and
- c. Host's Fee for that booking in its entirety.

6.3 For the avoidance of doubt, "causing a Guest to cancel a Booking" shall include any situation where a Booking is canceled due to the Property being uninhabitable due to lack of heating, hot water, plumbing, electricity and Wi-Fi or due to gas leaks, water leaks, rodents, pests, lack of cleanliness or other such serious deficiencies.

## **7. Fee and Payment**

7.1 There shall be a one-time charge of \$750 setup fee on the first invoice.

7.2 Monthly Host Fees shall be:

20% of the Gross Owner Payout

7.2 The Rent from each Guest will go directly into Owner's account from Homestay websites and Host will bill Owner on a monthly basis along with any other fees or expenses incurred by Host on Owner's behalf from the Room Rent.

7.3 The Cleaning Fee for each Booking shall be paid directly to the cleaner by the Host. The Host will include these cleaning charges on the monthly statement as additional fees. Where a Homestay Website does not have a separate provision for charging Cleaning Fees to the Guest, the Room Rent shall be adjusted so as to take into account a Cleaning Fee.

7.4 Deep cleans including sofa, carpet and other upholstery cleanings shall be conducted every 4 months and will be billed to the Owner.

7.5 Extermination service shall be coordinated by the Host on a quarterly basis and billed to the Owner.

7.6 Lawn care service shall be coordinated by the host and billed to the Owner.

7.7 In order to boost traffic to the listing, Host may spend up to \$100 monthly on property advertising to be billed back to the Owner. This advertising would only occur if necessary to boost booking levels.

7.8 Owner will not be entitled to withhold by way of set-off, deduction or counterclaim any amounts which Owner owes to the Homestay Website against any amounts that Owner owes to Host or vice versa.

7.9 Owner agrees to pay interest on any amount payable under this agreement and not paid on the due date, for the period from the due date to the date of payment at a rate equal to 10% of Host fees.

## **8. Extra Charges**

8.1 In addition to the Fee stated above, the only other extra charges that will apply are as follows:

8.2 Extra Maintenance Services will be charged separately but only if Owner asks Host to book these.

## **9. Property Maintenance and Expenses**

9.1 Owner shall be primarily responsible for the maintenance and upkeep of the Property and shall ensure that the Property is in a good condition for Guests' use.

9.2 Owner also agrees and acknowledges that there will be some amount of normal wear and tear of the Property due to Guest use and that Owner shall be responsible for repairing or replacing items as the result of normal wear and tear.

9.3 Ensuring positive Guest experiences requires urgent attention to maintenance requirements. Owner authorizes Host to incur expenses of up to \$500 (for each individual event) on Owner's behalf to conduct any emergency repairs or maintenance works or take such action which Host believes are reasonably necessary to secure a good review from a Guest.

9.4 Host shall not undertake any significant or major repairs exceeding \$1000 without Owner's prior express consent except under Airbnb (or other HomeStay Site's) extenuating circumstances policy where there is a major safety hazard to life or property.

## **10. Liability and other**

10.1 Host does not act as an insurer and that Owner shall obtain the appropriate insurance for the Property and its contents.

10.2 Host is not providing investment advice, legal, or real estate advice and Owner shall make their own independent decision on whether short term rentals are the right solution for

them.. While the Host will use reasonable skill in attracting bookings, Host cannot guarantee that Owner will make an income of any particular amount and Host will not be responsible for lost opportunity cost or loss of earnings if Owner doesn't get any bookings for whatever reason. Nor is Host liable for the suitability of the Guests given that we rely upon the verification standards of the Homestay Website and the relevant profile pages to assess suitability.

10.3 While Host will use reasonable care to identify any issues that are readily apparent from regular inspection of the Property by the Host, but Host will not be responsible for the condition, safety or security of the Property. Owner will be solely responsible for such conditions, safety and security and compliance with all laws, rules and regulations applicable to the Property.

10.4 Owner will be liable to the Guest in respect of the quality, safety and description of the Property and will also be responsible for ensuring that the Property is both available on the dates which have been booked and is in the condition as listed or described.

10.5 Owner agrees to indemnify and hold Host harmless from and against any claims, liabilities, damages, losses and expenses including (without limitation) reasonable legal fees, arising out of, or in connection with, any breach by Owner of this agreement or the terms of any agreement Owner may have in place with the Homestay Website from time to time.

10.6 Owner will contract directly with a Guest and Host will not be liable in respect of any matter arising which relates to a Booking between Owner, as Host, and a Guest which includes the breakage of any items at the property caused by the Guest or due to reasons beyond Host's reasonable control.

10.7 Host will not be liable for the provision of services by third parties (any "Third Party Supplier") including those who provide the Extra Maintenance Services or any other maintenance or repair services that booked on Owner's behalf. However, Host will ensure to take reasonable care and skill in selecting such Third Party Suppliers.

10.8 Host will not be liable to Owner or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Host's obligations, if the delay or failure was due to any cause beyond Host's reasonable control such as shortages, severe weather, power or other utility cut-offs, burglary, natural disaster, strikes, governmental action, terrorism, war, civil unrest or other similar occurrences.

10.9 In no event shall Host be liable for exemplary, incidental, indirect, special or consequential damages or for any business, financial or economic loss such as lost reputation, lost bargain, lost profit or loss of anticipated savings arising out of or resulting from this agreement (even if Host has been advised of the possibility thereof or we are asked by the Owner to act against what we believe to be their best interests) and whether such loss arises as a result of negligence, breach of this property management contract, or



otherwise by us or any agent, employee or third party providing services on Host's behalf (including a Third Party Supplier) except to the extent the foregoing limitation is prohibited by applicable law.

10.10 Notwithstanding anything to the contrary herein, subject to any exceptions set forth in applicable law, Host's liability for all losses, damages, and other liabilities relating to or arising out of this agreement and the Services provided hereunder (including, without limitation, with respect to property damage, damage to valuable or fragile items at the Property, personal injury and death) will be limited to the cost of obtaining replacement services or the average one month's Fee for Host Services, whichever is the higher amount.

## **11. Miscellaneous**

11.1 Both parties warrant that they have the power to enter into this agreement and have obtained all necessary approvals to do so.

11.2 The relationship between Owner and Host is that of an independent contractor. Host is not an agent, employee, or partner to Owner. No partnership, joint venture, association, alliance, or other fiduciary, employee/employer, principal/agent or other relationship other than that of the independent contractor shall be created by this agreement, express or implied.

11.3 Each party acknowledges that these documents contain the whole agreement between the parties hereto and that it has not relied upon any oral or written representations made to it by the other or its employees or agents. Nothing in this clause shall limit or exclude any liability for fraud.

11.4 The parties agree that this agreement is fair and reasonable. However, if any provision of this agreement is held not to be valid by a court of competent jurisdiction but would be valid if part of the wording was deleted, then such provision shall apply with such deletions as may be necessary to make it valid and the remaining provisions shall remain in full force and effect and this agreement shall be enforced in such manner as carried out as closely as possible the intent of the parties hereto.

11.5 No failure or delay by Host in exercising any right or remedy provided by law or under this agreement and no single or partial exercise of any such right or remedy shall impair the right or remedy, or operate as a waiver or variation of it, or preclude its exercise at any subsequent time.

11.6 This agreement and any non-contractual rights or obligations arising from or in connection with this agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Virginia and the United States of America.

This Short Term Rental Management Services Agreement Agreed and accepted By:

On Behalf of AnB Investments, LLC

Owner

T.J. Beckett

Thomas (Ben) Sears

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name





\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

02 / 26 / 2023

03 / 02 / 2023

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Owner

Julia Sears

\_\_\_\_\_  
Name



\_\_\_\_\_  
Signature

03 / 03 / 2023

\_\_\_\_\_  
Date

## **Appendix A Excluded Services**

Host does not provide the following services as part of this agreement, however could assist in arranging and coordinating the services:

- Co-ordinating structural or major repairs or maintenance works on the Property
- External window washing
- Washing walls or repainting them
- Furniture treatment
- Animal waste removal
- Gardening, garden shed cleaning, patio cleaning
- Mold and/or bio-hazardous substance removal
- Industrial cleaning
- The lifting of heavy furniture
- Cleaning surfaces above arms reach
- Cleaning of heavily soiled areas

## Appendix B Guest-Ready Checklist

<p><b>Bedroom</b></p> <ul style="list-style-type: none"> <li>- Four Pillows per bed</li> <li>- One duvet per bed</li> <li>- Mattress protector</li> <li>- Blackout curtains</li> <li>- Bedside lamps</li> <li>- Space to hang / store clothes</li> <li>- Hangers</li> <li>- Extra quilts for emergencies</li> </ul> <p><b>Kitchen</b></p> <ul style="list-style-type: none"> <li>- Toaster</li> <li>- Kettle</li> <li>- Microwave</li> <li>- Dishwasher</li> <li>- Basic condiments for cooking* (for e.g. olive oil, salt, pepper, balsamic vinegar, sugar, basic spices etc)</li> <li>- 2 plates, 2 bowls, 2 coffee mugs, 2 glasses, 2 wine glasses per person</li> <li>- 2 forks, 2 regular spoons, 2 teaspoons, 2 knives per person</li> <li>- Frying pans, saucepans and stock-pots in basic sizes</li> <li>- Ladles*</li> <li>- Cutting knives and a chopping board</li> <li>- Peeler</li> <li>- Serving spoons</li> <li>- Pair of scissors</li> </ul> <p><b>Living Room Essentials</b></p> <ul style="list-style-type: none"> <li>- Coffee table</li> <li>- TV + cable* (free view will do as well, but good to have Apple TV or Chrome Cast!)</li> <li>- Floor lamps</li> <li>- Books</li> </ul>	<ul style="list-style-type: none"> <li>- Board / Card Games</li> <li>- Bathroom Essentials</li> <li>- Hairdryer</li> <li>- Toilet brush</li> <li>- Toothbrush holder</li> <li>- Small Bin with cover</li> <li>- Bathroom Furnishings</li> <li>- Full-length mirror</li> <li>- Toilet roll holder</li> <li>- Rack or cabinet space for towels and guests' toiletries</li> <li>- Shower curtains for a bath-tub if necessary</li> </ul> <p><b>Cleaning Essentials</b></p> <ul style="list-style-type: none"> <li>- Mop and Bucket</li> <li>- Vacuum cleaner and 1 pack of bags</li> <li>- Multi-surface cleaning liquid</li> <li>- Dustpan &amp; brush</li> <li>- Dishwasher tablets</li> <li>- Washer detergent tablets</li> <li>- Dishwasher salt</li> <li>- Diffuser liquid for bathrooms/room freshener</li> <li>- Febreze fabric freshener</li> </ul> <p><b>Other Home Essentials</b></p> <ul style="list-style-type: none"> <li>- Working wi-fi</li> <li>- Iron &amp; Ironing Board</li> <li>- Washing Machine</li> <li>- Clothes Stand (Even if a tumble dryer is present!)</li> <li>- Wine opener</li> <li>- Bottle opener</li> <li>- Extension Cord</li> <li>- Extra batteries for remote controls</li> <li>- Extra bulbs for lamps &amp; ceiling down-lights with correct wattage and specs</li> <li>- Wifi Deadbolt Lock</li> </ul>
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Title	Blue Ridge Escapes Mangement Agreement
File name	SEARS_ManagementAgreement.pdf
Document ID	cb67d2cc65279343ad1aba3413bcb2abefc0b211
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History



SENT

**02 / 27 / 2023**

01:04:17 UTC

Sent for signature to Thomas (Ben) Sears (sea38801@gmail.com) and Julillesears (juliellesears@gmail.com) from tjbeckett@gmail.com  
IP: 216.30.159.113



VIEWED

**03 / 01 / 2023**

01:33:22 UTC

Viewed by Thomas (Ben) Sears (sea38801@gmail.com)  
IP: 73.152.103.251



SIGNED

**03 / 02 / 2023**

20:58:00 UTC

Signed by Thomas (Ben) Sears (sea38801@gmail.com)  
IP: 172.58.255.4



VIEWED

**03 / 03 / 2023**

16:58:49 UTC

Viewed by Julillesears (juliellesears@gmail.com)  
IP: 73.152.103.251



SIGNED

**03 / 03 / 2023**

16:59:43 UTC

Signed by Julillesears (juliellesears@gmail.com)  
IP: 73.152.103.251



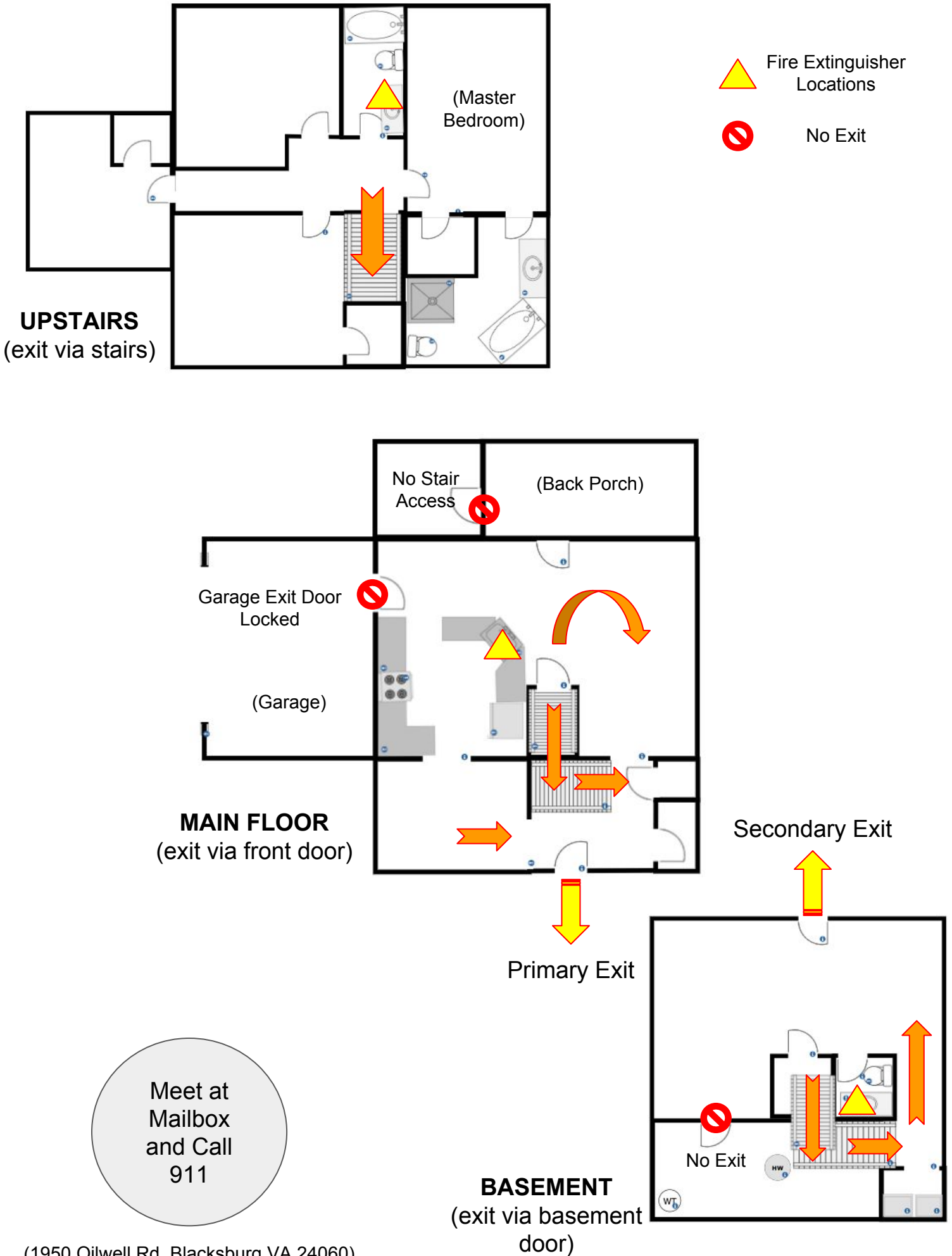
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**03 / 03 / 2023**

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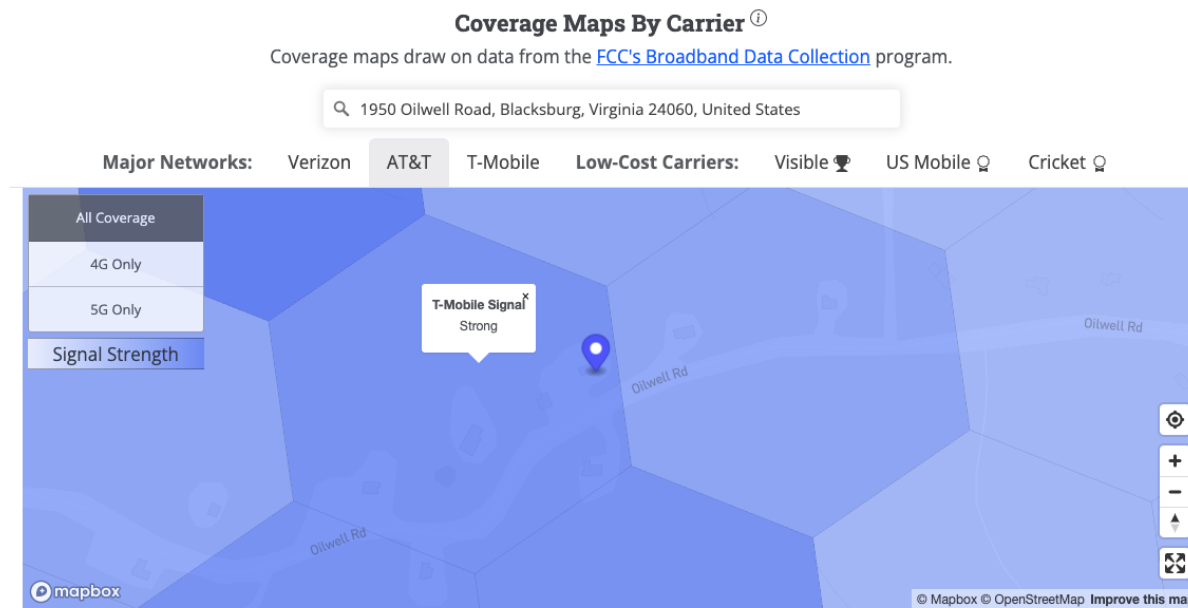
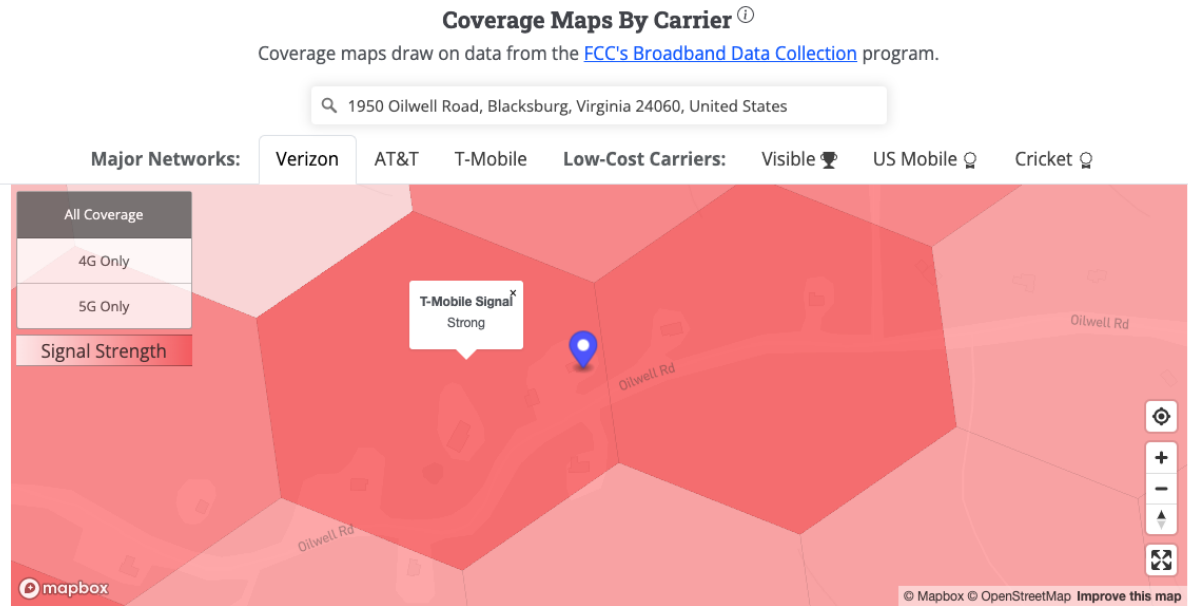
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# FIRE / EMERGENCY EVACUATION PLAN



## 1950 Oilwell Rd - Cell Phone coverage

Verizon, AT&T and T-Mobile coverage rated as **STRONG** by <https://coveragecritic.com/>



## Coverage Maps By Carrier <sup>①</sup>

Coverage maps draw on data from the [FCC's Broadband Data Collection](#) program.

1950 Oilwell Road, Blacksburg, Virginia 24060, United States

Major Networks: Verizon AT&T **T-Mobile** Low-Cost Carriers: Visible 🏆 US Mobile 🇺🇸 Cricket 🇺🇸



Additionally, Wifi access is provided on the property location by Xfinity up to 400 mbps.



# Concept Plan for Short Term Rental: 1950 Oilwell Rd, Blacksburg VA



Owners: Thomas & Julia Sears  
23 May, 2023

# Purpose of this presentation

The purpose of the Concept Plan is to allow a Special Use Permit for Thomas & Julia Sears at 1950 Oilwell Rd, Blacksburg VA to utilize his house and property, zoned as R1, for a Short Term Rental (STR) Property

Thomas Sears is an Army Officer and plans to retire with his family at 1950 Oilwell Rd. He is getting stationed at Ft. Eustis, VA on 26 Jun, 2023 and would like to return to his property periodically and ultimately upon retirement.

# Property Details

**Address:** 1950 Oilwell Rd, Blacksburg, VA 24060

**Year Built:** 2002; **Design:** Traditional, 2-story home, finished Basement

**Legal Description:** Northwood Subd PH I Lot 2

**Parcel #:** 036193; Tax Map #066-9-2

**Zone:** Residential- 1 family (R1)

**Lot Size:** 2.16 ac; **Square Footage:** 2744

**Bedrooms:** 4; **Bathroom:** 4 (2 full / 2 half)

**Water:** Well System; **Sewage:** Septic System

**Owners:** Thomas B Sears, [sea38801@gmail.com](mailto:sea38801@gmail.com), 817-480-9398; and Julia Sears

# Property Location

1950 Oilwell is approx 1.64mi from Merrimac Rd (657)



# 1950 Oilwell Rd GIS

Zoom To

Unhighlight

Highlight

Clear

Export to KML

Export to SHP

Parcel ID: 036193

Map Number: 066- 9 2

Owner: SEARS THOMAS B

1950 OILWELL RD

BLACKSBURG VA 24060

Subdivision: NORTHWOODS SUBD

Subdivision Lot: 2

Deed Book: 2021

Deed Page: 005196

Plat Book / Page: 0021-0070

Acreage: 2.162

Legal Desc: NORTHWOODS SUBD PH I

Legal Desc 2: LOT 2

Land Value: \$73,500.00

Building Value: \$322,300.00

Land Use Value: \$0.00

Total Assessed Value: \$395,800.00

Sale Date: 12-MAY-21

Sale Price: \$420,000.00

Year Built: 2002

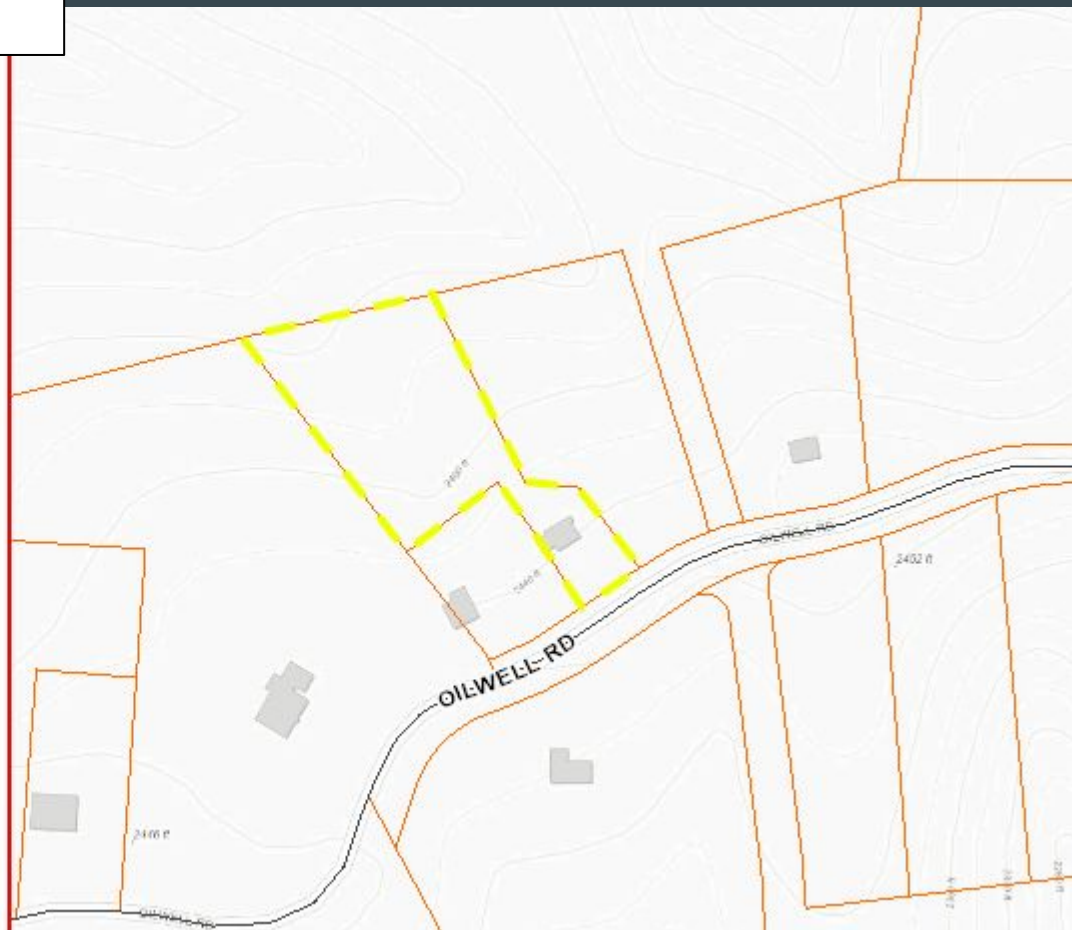
Jurisdiction: MONTGOMERY

Tax District: MPF

Zoning: R1

Neighborhood: MR327000

View Property Record: [Click here](#)



# Concept for Short Term Rental Usage

1950 Oilwell Rd will be **managed and listed by Blue Ridge Escapes** (AnB Investments, LLC) for Short Term Rental Usage. Blue Ridge Escapes will manage the property listing; pricing and availability; respond to guest inquiries and issues; arrange housekeeping after every stay; coordinate urgent repairs; and coordinate additional cleaning services, lawn care, and extermination services.

**Anticipated Usage:** 3-4 nights per week

**Planned Guest Occupancy:** 8-10 beds available (2 families maximum)

House will maintain current footprint for STR; **no structural additions required for STR**



Property Boundary

Parking 1

Parking 2

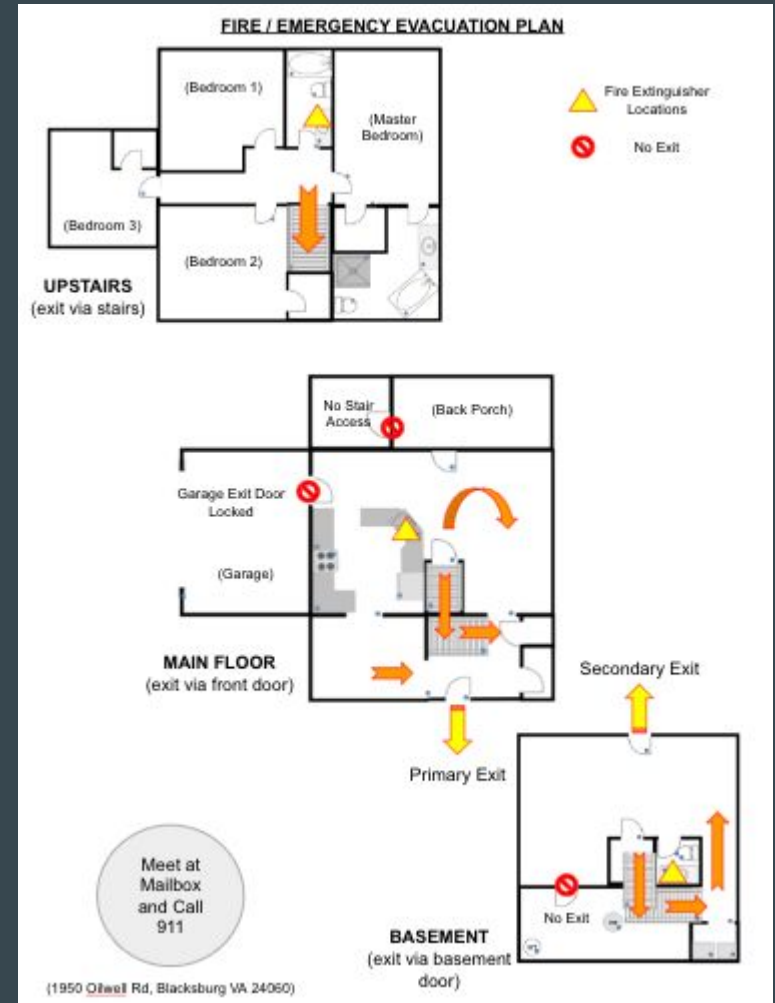
Parking 3

Parking 4

Parking for 3 -4 (max) vehicles; all vehicles will be required to park in the Driveway

# Floor Layout and Evacuation Plan

- Guest will not have access to Garage
- Main door entry will be by keypad / lock
- Primary exits via Main Door and Walk-out basement door





# Impact Reduction for Neighborhood

Due to the property location, the only neighbors sharing an immediate property line are at 1960 Oilwell Road. We have discussed our management plan with these neighbors and they have expressed support. All other neighbors do not share an adjacent property line.

To limit the impact to neighbors and adjacent properties, all immediate neighbors will be provided the contact of the management team at Blue Ridge Escapes. Neighbors may contact Blue Ridge Escapes for any noise complaints, maintenance issues or other complaints, as needed.

Additionally, residents will be provided a list of expectations in the home and in the listing to ensure all guests limit excessive noise, understand the boundaries of the property and how to respect neighbors in the area. No parties will be allowed at the location. **Negative reviews will be left for any guest who disregard the rules in the listing.**

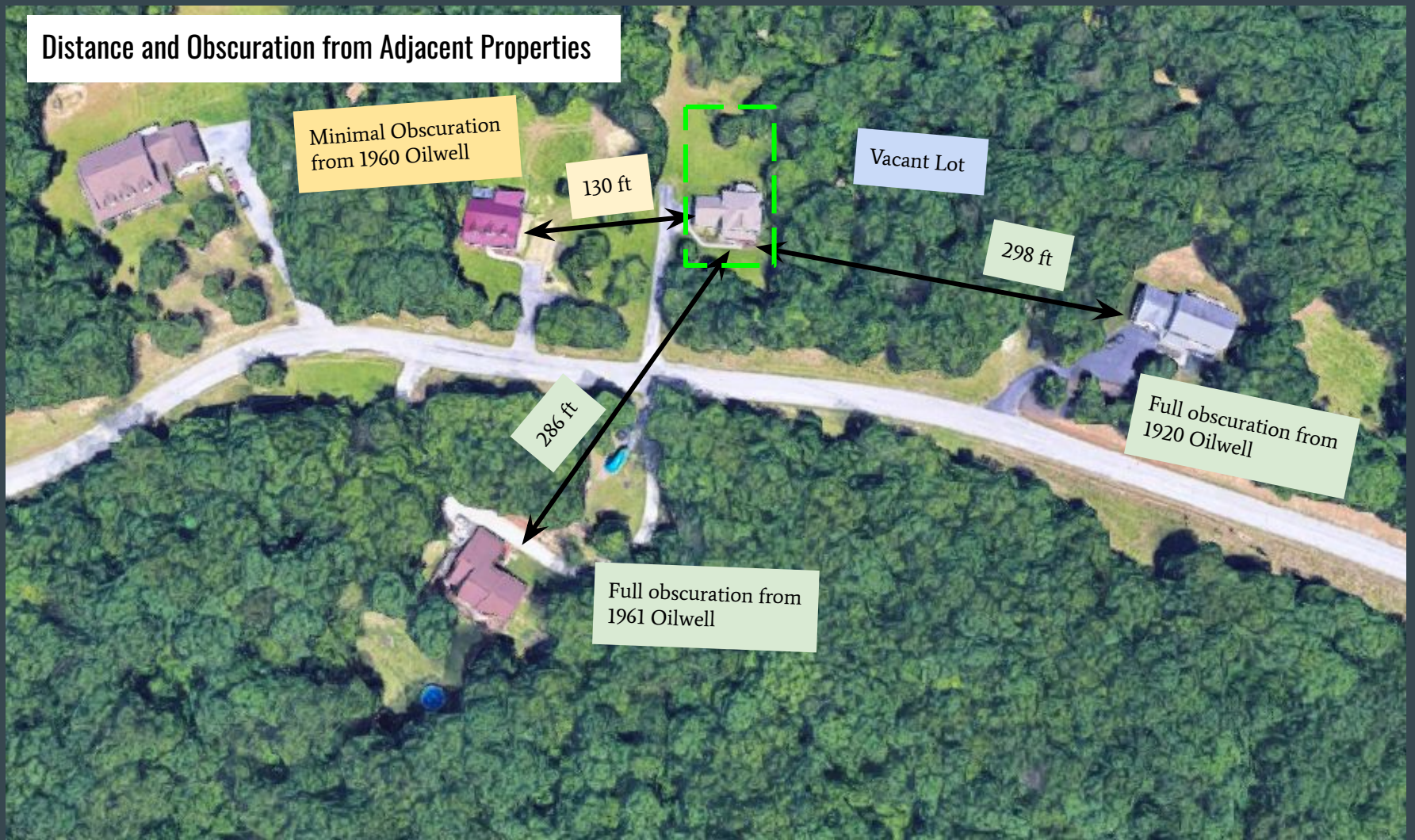
CCTV system will be installed on front porch to monitor entry / exit of guests

Traffic impact is anticipated to be **less than current impact** (due to anticipated occupancy rate of 50%)

Waste impact is anticipated to be **less than current impact** (house will be cleaned, and trash removed after every guest visit)

All guests will be required to park in driveway

## Distance and Obscuration from Adjacent Properties



# Conclusion

Thomas & Julia Sears at 1950 Oilwell Rd, Blacksburg VA 24060 are requesting a Special Use Permit to allow them to manage their house as a Short Term Rental Property. They anticipate a reduced impact to the neighborhood due to their home no longer being occupied full time.