



**ONLINE REAL ESTATE AUCTION
BIDDER'S INFORMATION
PACKET
TRACT 1**

**2.97± ACRES ALONG YELLOW MTN. RD.
City of Roanoke, Virginia**

**WEDNESDAY AT, NOVEMBER 1 AT 8AM UNTIL
WEDNESDAY, NOVEMBER 8 AT 3PM**

ONLINE ONLY – MUST REGISTER TO BID

For Further Information, Please Contact:

David Boush, Auctioneer 540-871-5810 – david@woltz.com

Visit www.woltz.com

**ALL INFORMATION CONTAINED HEREIN IS PROVIDED AS A COURTESY TO PROSPECTIVE
BIDDERS. BIDDERS ARE RESPONSIBLE FOR PERFORMING THEIR OWN DUE DILIGENCE.**

Auction Tract 1

Roanoke City, VA
Boundaries are Approximate
Date: 10/6/23

668

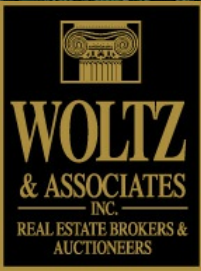
Wellington Dr SE

Valley Pike Rd SE

2.97± Ac.

Yellow Mountain Rd SE

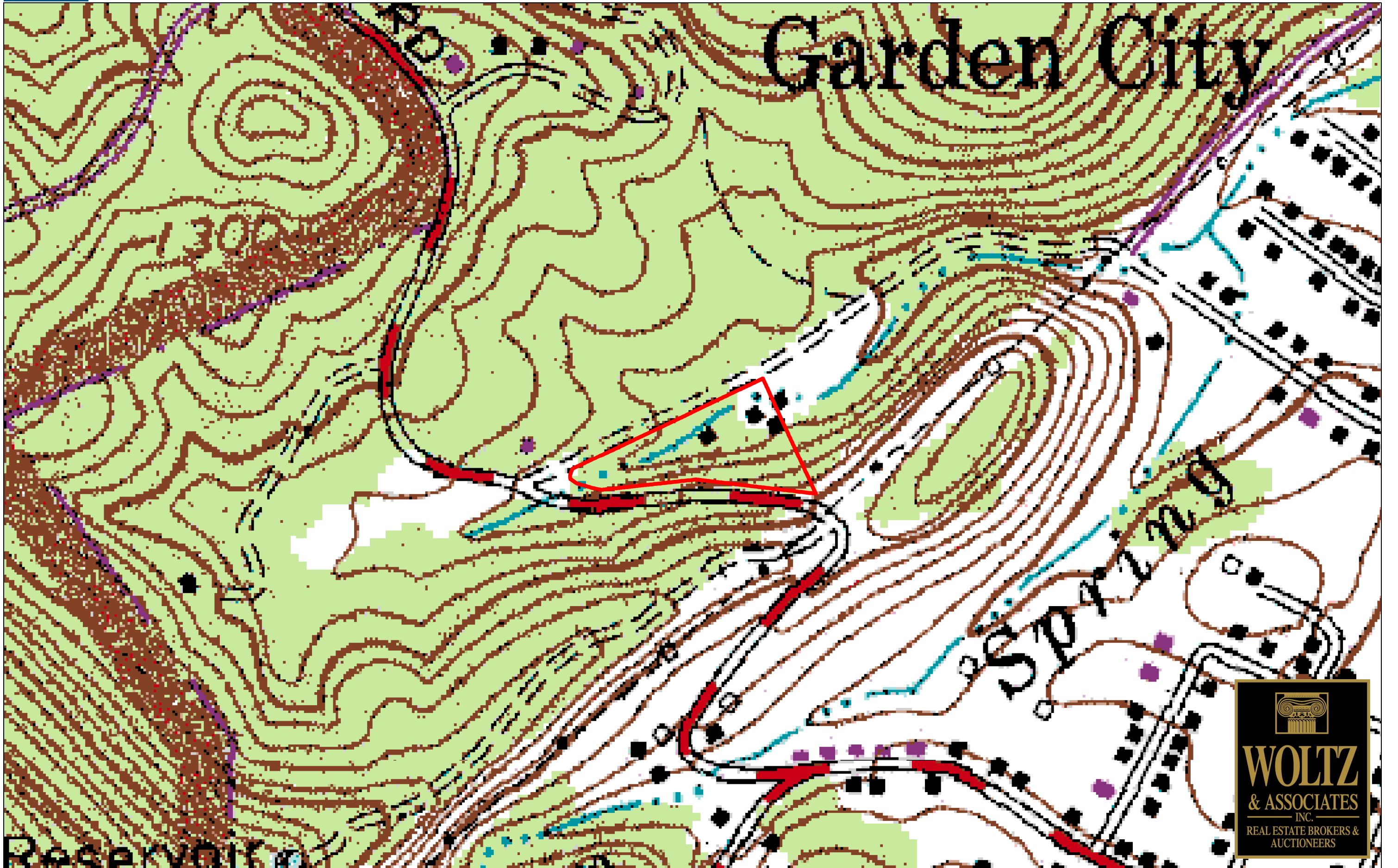
Springvale St SE



Google Earth

500 ft





Data use subject to license.

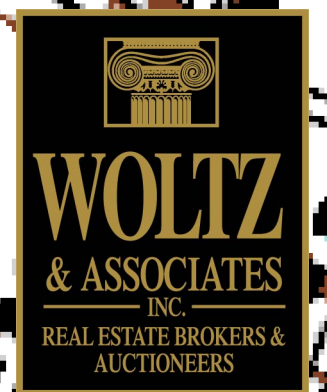
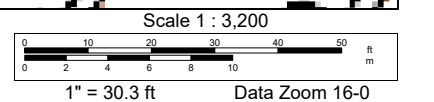
© DeLorme. XMap® 8.

www.delorme.com

Auction Tract 1
Roanoke City, VA
Boundaries are Approximate Date: 10/6/23



2.97± Ac.

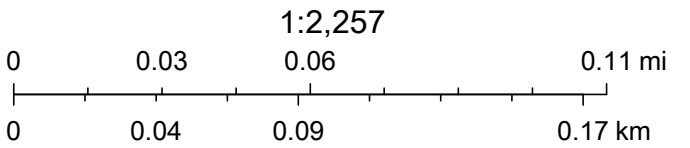


Water & Sewer Wellington II Map



2/23/2023, 8:01:36 PM

<div></div> Local Counties Labels	SGravityMain	<div></div> WAbandonedPoint	<div></div> WMain	<div></div> WControlValve
<div></div> Rivers and Creeks	<div></div> In Use	<div></div> WPrivateLine	<div></div> WStorage	<div></div> WMeter
<div></div> Parcels	<div></div> SCleanout	<div></div> WPrivatePoint	WVault	<div></div> WValve
<div></div> SLateralLine	<div></div> SManhole	<div></div> WServiceLine	<div></div> WVault	<div></div> WHydrant
	<div></div> WAbandonedLine		<div></div> WBlowOff	



KNOW ALL MEN BY THESE PRESENTS TO WIT:

THAT DONALD C. VILE, II & JULIET D. VILE ARE THE FEE SIMPLE OWNERS AND PROPRIETORS OF THE LAND SHOWN HEREON TO BE COMBINED, BOUNDED BY OUTSIDE CORNERS 1 THROUGH 4 TO 4A TO 1, INCLUSIVE, BEING ALL OF THE LAND CONVEYED TO SAID OWNERS BY DEED DATED JUNE 5, 2020 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF ROANOKE, VIRGINIA IN INSTRUMENT #200005637. WHICH SAID LAND IS SUBJECT TO A CERTAIN DEED OF TRUST TO COMMERCE SOUTHERN CORP., TRUSTEE, SECURING MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC (MERS), BENEFICIARY, BY DEED DATED JUNE 5, 2020 AND RECORDED IN THE AFORESAID CLERK'S OFFICE IN INSTRUMENT #200005638 AND FURTHER BEING SUBJECT TO A REVOCABLE TRANSFER ON DEATH DEED, UPON THE DEATH OF DONALD C. VILE, II OR JULIET D. VILE, DATED AUGUST 15, 2022 AND RECORDED IN INSTRUMENT #220009276.

THAT BRADLEY V. THOMAS & ASHLEY W. THOMAS ARE THE FEE SIMPLE OWNERS AND PROPRIETORS OF THE LAND SHOWN HEREON TO BE COMBINED, BOUNDED BY OUTSIDE CORNERS 4 THROUGH 9 TO 4, INCLUSIVE, BEING ALL OF THE LAND CONVEYED TO SAID OWNERS BY DEED DATED SEPTEMBER 25, 2017 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF ROANOKE, VIRGINIA IN INSTRUMENT #170012189. WHICH SAID LAND IS SUBJECT TO A CERTAIN DEED OF TRUST TO SAMUEL I. WHITE, TRUSTEE, SECURING MORTGAGE ELECTRONIC REGISTRATION SYSTEM, INC (MERS), BENEFICIARY, BY DEED DATED MAY 12, 2020 AND RECORDED MAY 18, 2020 IN THE AFORESAID CLERK'S OFFICE IN INSTRUMENT #200004957. WHICH SAID LAND IS ALSO SUBJECT TO A CERTAIN CREDIT LINE DEED OF TRUST TO JOY FRIDLEY & BRANDON S. CALDWELL, TRUSTEES, SECURING HIGHLANDS COMMUNITY BANK, BENEFICIARY, BY DEED DATED JULY 2, 2020 AND RECORDED IN THE AFORESAID CLERK'S OFFICE IN INSTRUMENT #200006787.

THAT STEPHEN MCCUIN & ELIZABETH MCCUIN ARE THE FEE SIMPLE OWNERS AND PROPRIETORS OF THE LAND SHOWN HEREON TO BE COMBINED, BOUNDED BY OUTSIDE CORNERS 10 THROUGH 14 TO 14A THROUGH 14D TO 10, INCLUSIVE, BEING ALL OF THE LAND CONVEYED TO SAID OWNERS BY DEED DATED MAY 29, 2003 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF ROANOKE, VIRGINIA IN INSTRUMENT #030009887. WHICH SAID LAND IS SUBJECT TO A CERTAIN DEED OF TRUST TO BB&T--VA COLLATERAL, TRUSTEE, SECURING TRUIST BANK, BENEFICIARY, BY DEED DATED JULY 8, 2022 AND RECORDED IN THE AFORESAID CLERK'S OFFICE IN INSTRUMENT #220008302.

THAT WELLINGTON II, L.L.C. IS THE FEE SIMPLE OWNER AND PROPRIETOR OF THE LAND SHOWN HEREON TO BE RE-SUBDIVIDED, BOUNDED BY OUTSIDE CORNERS 1 TO 4A TO 4 TO 10 TO 14D TO 14C TO 14B TO 14A TO 14 THROUGH 33 TO 1, INCLUSIVE, BEING A PORTION OF THE LAND CONVEYED TO SAID OWNERS BY DEED DATED NOVEMBER 4, 1997 AND RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF ROANOKE, VIRGINIA IN INSTRUMENT #970023192.

THE SAID OWNERS CERTIFY THAT THEY HAVE RE-SUBDIVIDED AND COMBINED THIS LAND, AS SHOWN HEREON, ENTIRELY WITH THEIR OWN FREE WILL AND CONSENT AND PURSUANT TO AND IN COMPLIANCE WITH SECTION 15.2-2240 THROUGH 15.2-2279 OF THE STATE CODE OF 1950, AS AMENDED TO DATE, AND FURTHER PURSUANT TO AND IN COMPLIANCE WITH THE CITY OF ROANOKE LAND SUBDIVISION ORDINANCES AS AMENDED.

IN WITNESS WHEREOF ARE HEREBY PLACED THE FOLLOWING SIGNATURE AND SEAL ON THIS _____ DAY OF _____, 2023.

OWNERS: DONALD C. VILE, II & JULIET D. VILE

BY: _____ BY: _____
DONALD C. VILE, II JULIET D. VILE

TRUSTEE: COMMERCE SOUTHERN CORP.

BY: _____
(SIGNATURE)

BY: _____
(PRINTED NAME)
COMMERCE SOUTHERN CORP, TRUSTEE

OWNERS: BRADLEY V. THOMAS & ASHLEY W. THOMAS

BY: _____ BY: _____
BRADLEY V. THOMAS ASHLEY W. THOMAS

TRUSTEE: JOY FRIDLEY AND BRANDON CALDWELL

BY: _____ BY: _____
JOY FRIDLEY BRANDON S. CALDWELL

TRUSTEE: SAMUEL I. WHITE

BY: _____
SAMUEL I. WHITE

OWNERS: STEPHEN MCCUIN & ELIZABETH MCCUIN

BY: _____ BY: _____
STEPHEN MCCUIN ELIZABETH MCCUIN

TRUSTEE: BB&T--VA COLLATERAL

BY: _____
(SIGNATURE)

BY: _____
(PRINTED NAME)

OWNER: WELLINGTON II, L.L.C.

BY: FRALIN & WALDRON, INC., ITS: MANAGER

BY: _____, ITS: PRESIDENT
ANDY KELDERHOUSE

STATE OF _____

_____ OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID _____ AND STATE DO HEREBY CERTIFY THAT DONALD C. VILE, II & JULIET D. VILE, OWNERS, WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING, HAVE PERSONALLY APPEARED BEFORE ME IN MY AFORESAID _____ AND STATE AND ACKNOWLEDGED THE SAME ON _____, 2023.

MY COMMISSION EXPIRES ON _____ REG. # _____

NOTARY PUBLIC

STATE OF _____

_____ OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID _____ AND STATE DO HEREBY CERTIFY THAT _____, FOR COMMERCE SOUTHERN CORP., TRUSTEE, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING, HAS PERSONALLY APPEARED BEFORE ME IN MY AFORESAID _____ AND STATE AND ACKNOWLEDGED THE SAME ON _____, 2023.

MY COMMISSION EXPIRES ON _____ REG. # _____

NOTARY PUBLIC

STATE OF _____

_____ OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID _____ AND STATE DO HEREBY CERTIFY THAT BRADLEY V. THOMAS & ASHLEY W. THOMAS, OWNERS, WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING, HAVE PERSONALLY APPEARED BEFORE ME IN MY AFORESAID _____ AND STATE AND ACKNOWLEDGED THE SAME ON _____, 2023.

MY COMMISSION EXPIRES ON _____ REG. # _____

NOTARY PUBLIC

STATE OF _____

_____ OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID _____ AND STATE DO HEREBY CERTIFY THAT JOY FRIDLEY AND/OR BRANDON S. CALDWELL, TRUSTEE, WHOSE NAME/S IS/ARE SIGNED TO THE FOREGOING WRITING, HAVE/HAS PERSONALLY APPEARED BEFORE ME IN MY AFORESAID _____ AND STATE AND ACKNOWLEDGED THE SAME ON _____, 2023.

MY COMMISSION EXPIRES ON _____ REG. # _____

NOTARY PUBLIC

STATE OF _____

_____ OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID _____ AND STATE DO HEREBY CERTIFY THAT SAMUEL I. WHITE, TRUSTEE, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING, HAS PERSONALLY APPEARED BEFORE ME IN MY AFORESAID _____ AND STATE AND ACKNOWLEDGED THE SAME ON _____, 2023.

MY COMMISSION EXPIRES ON _____ REG. # _____

NOTARY PUBLIC

STATE OF _____

_____ OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID _____ AND STATE DO HEREBY CERTIFY THAT STEPHEN MCCUIN & ELIZABETH MCCUIN, OWNERS, WHOSE NAMES ARE SIGNED TO THE FOREGOING WRITING, HAVE PERSONALLY APPEARED BEFORE ME IN MY AFORESAID _____ AND STATE AND ACKNOWLEDGED THE SAME ON _____, 2023.

MY COMMISSION EXPIRES ON _____ REG. # _____

NOTARY PUBLIC

STATE OF _____

_____ OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID _____ AND STATE DO HEREBY CERTIFY THAT _____, FOR BB&T--VA COLLATERAL, TRUSTEE, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING, HAS PERSONALLY APPEARED BEFORE ME IN MY AFORESAID _____ AND STATE AND ACKNOWLEDGED THE SAME ON _____, 2023.

MY COMMISSION EXPIRES ON _____ REG. # _____

NOTARY PUBLIC

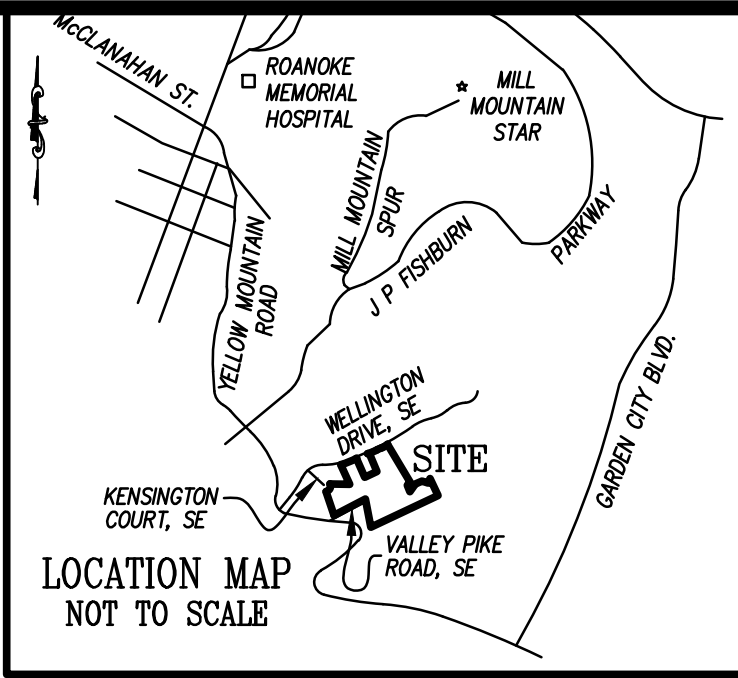
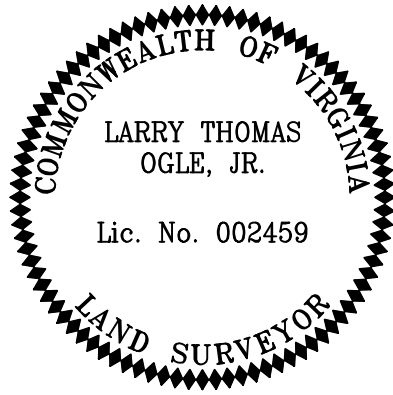
STATE OF _____

_____ OF _____

I, _____, A NOTARY PUBLIC IN AND FOR THE AFORESAID _____ AND STATE DO HEREBY CERTIFY THAT _____, FOR WELLINGTON II, L.L.C., OWNER, WHOSE NAME IS SIGNED TO THE FOREGOING WRITING, HAS PERSONALLY APPEARED BEFORE ME IN MY AFORESAID _____ AND STATE AND ACKNOWLEDGED THE SAME ON _____, 2023.

MY COMMISSION EXPIRES ON _____ REG. # _____

NOTARY PUBLIC



FOR REVIEW ONLY

** SEE SHEET 4 OF 4 **
FOR BOUNDARY COORDINATES,
CURVE TABLE & NOTES

APPROVAL:

SUBDIVISION AGENT, CITY OF ROANOKE, VIRGINIA

DATE

CLERK'S CERTIFICATE:

IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF THE CITY OF ROANOKE, VIRGINIA, THIS PLAT WITH ITS CERTIFICATE OF ACKNOWLEDGMENT, THERETO ANNEXED, IS ADMITTED TO RECORD ON THIS _____ DAY OF _____, 2023, AT _____ O'CLOCK ____M.

TESTEE: BRENDA S. HAMILTON, CLERK

DEPUTY CLERK

PLAT SHOWING THE RE-SUBDIVISION & COMBINATION OF
TAX PARCEL #4280701

TRACT 1A - 14.8868 AC.

TAX PARCEL #4280721

LOT 3A - 32,413 S.F.

TAX PARCEL #4280723

LOT 5 - 33,344 S.F.

TAX PARCEL #4280734

LOT 1 - 27,998 S.F.

CREATING HEREON

LOT 3A-1 (1.2454 AC.),

LOT 5A (1.6913 AC.),

LOT 1A (2.0708 AC.),

TRACT 1A-1 (9.0600 AC.) &

TRACT 1A-2 (2.9716 AC.)

(FORMERLY A PORTION OF TRACT 1A)

SITUATED ALONG WELLINGTON DRIVE, SE &

VALLEY PIKE ROAD, SE

CITY OF ROANOKE, VIRGINIA

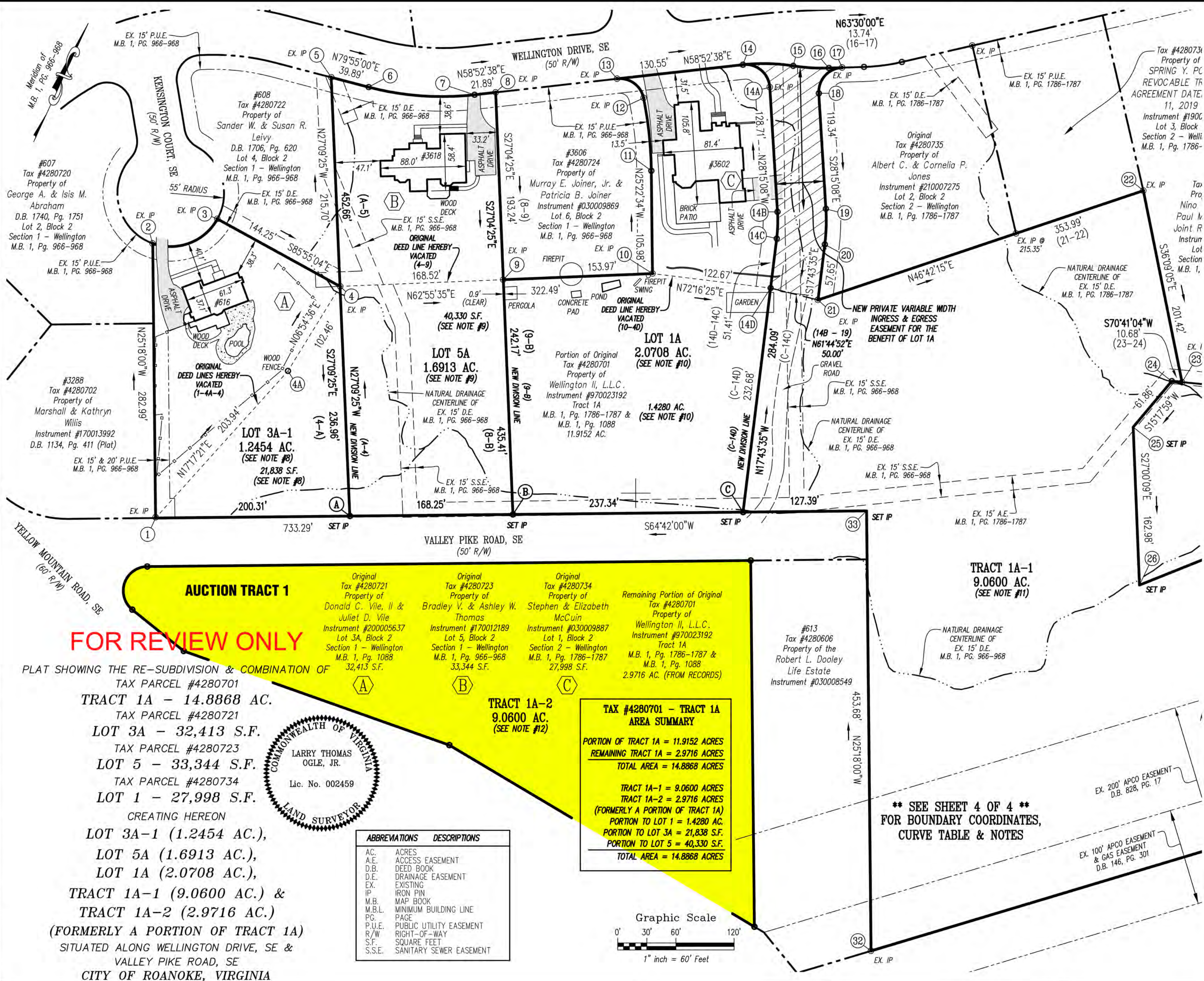
Lumsden Associates, P.C.
ENGINEERS | SURVEYORS | PLANNERS



DATE: JULY 13, 2023
COMM. NO.: 2023-132
SCALE: NONE

SHEET: 1 OF 4

INSTRUMENT NUMBER _____



PHONE: (540) 774-4411
FAX: (540) 772-9445
EMAIL: MAIL@LUMSDENPC.COM

4664 BRAMBLETON AVENUE, SW
P.O. BOX 20669
ROANOKE, VIRGINIA 24018

Lumsden Associates, P.C.
ENGINEERS | SURVEYORS | PLANNERS



DATE: JULY 13, 2023
COMM. NO.: 2023-132
SCALE: 1" = 60'
SHEET: 2 OF 4

PLAT SHOWING THE RE-SUBDIVISION & COMBINATION OF
TAX PARCEL #4280701
TRACT 1A - 14.8868 AC.
TAX PARCEL #4280721
LOT 3A - 32,413 S.F.
TAX PARCEL #4280723
LOT 5 - 33,344 S.F.
TAX PARCEL #4280734
LOT 1 - 27,998 S.F.
CREATING HEREON
LOT 3A-1 (1.2454 AC.),
LOT 5A (1.6913 AC.),
LOT 1A (2.0708 AC.),
4 **
DINATES, TRACT 1A-1 (9.0600 AC.) &
OTES TRACT 1A-2 (2.9716 AC.)
(FORMERLY A PORTION OF TRACT 1A)
SITUATED ALONG WELLINGTON DRIVE, SE &
VALLEY PIKE ROAD, SE
CITY OF ROANOKE, VIRGINIA

**** SEE SHEET 4 OF 4 ****
FOR BOUNDARY COORDINATES,
CURVE TABLE & NOTES

FOR REVIEW ONLY

Tax #4280741
Property of
William P. Siple
~~Instrument #190010809~~
Lot 8, Block 2
Section 2 - Wellington
M.B. 1, Pg. 1786-1787

1/9 Portion of Original
Tax #4280701
Property of
ington II, L.L.C.
ment #970023192
Tract 1A
, Pg. 1786-1787 &
B. 1, Pg. 1088
AC. (FROM RECORDS)

701 - TRACT 1A
SUMMARY

1A = 11.9152 ACRES
 1A = 2.9716 ACRES
EA = 14.8868 ACRES

4-1 = 9.0600 ACRES
4-2 = 2.9716 ACRES
PORTION OF TRACT 1A)
LOT 1 = 1.4280 AC.
LOT 3A = 21,838 S.F.
LOT 5 = 40,330 S.F.
EA = 14.8868 ACRES

Graphic Scale

0 60' 120'

1 inch = 60' Feet


**** SEE SHEET 4 OF 4 ****
FOR BOUNDARY COORDINATES,
CURVE TABLE & NOTES

TRACT 1A-1
9.0600 AC.
(SEE NOTE #11)

Portion of Original
 Tax #4280701
 Property of
 Wellington II, L.L.C.
 Instrument #970023192
 Tract 1A
 M.B. 1, Pg. 1786-1787 &
 M.B. 1, Pg. 1088
 11.9152 AC.

*#3496
Tax #4280605
Property of the
Richard H. Kepley and
Gail G. Kepley
Revocable Living Trust
Instrument #100006482
M.B. 1, Pg. 409*

Graphic Scale



30' 60' 120'

1" inch = 60' Feet

PHONE: (540) 774-4411
FAX: (540) 772-9445
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4664 BRAMBLETON AVENUE, SW
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ROANOKE, VIRGINIA 24018

Lumsden Associates, P.C.
ENGINEERS | SURVEYORS | PLANNERS



DATE:	JULY 13, 2023
COMM. NO.:	2023-132
SCALE:	1" = 60'

SHEET:
3 OF: 4

Exterior Boundary Coordinate Table <i>Origin of Coordinates is Assumed</i>		
Point #	Northing	Easting
1	3314.63639	3659.27479
2	3570.47826	3538.33890
3	3621.34690	3588.33029
4	3611.07806	3732.21121
5	3802.99787	3633.76042
6	3809.98195	3673.03495
7	3848.52978	3775.57311
8	3859.84420	3794.31231
9	3687.77655	3882.26371
10	3757.85455	4019.36391
11	3853.61333	3973.94330
12	3918.38683	3935.24344
13	3924.97481	3902.18305
14	3992.45350	4013.94276
15	4013.04164	4061.57447
16	4026.37930	4095.93895
17	4032.50818	4108.23158
18	3998.30102	4097.36469
19	3893.17767	4153.85446
20	3859.40150	4168.18409
21	3804.48591	4185.73772
22	4047.23974	4443.37982
23	3884.60296	4562.20052
24	3881.07192	4552.12622
25	3821.40431	4535.80332
26	3676.19130	4609.80103
27	3895.10975	4817.29891
28	3917.48146	4921.60677
29	3883.91091	5082.22602
30	3992.85936	5109.41573
31	3835.25445	5216.18059
32	3217.84739	4516.10887
33	3628.01156	4322.22516
1	3314.63639	3659.27479
Total Area = 14.0675 AC.		

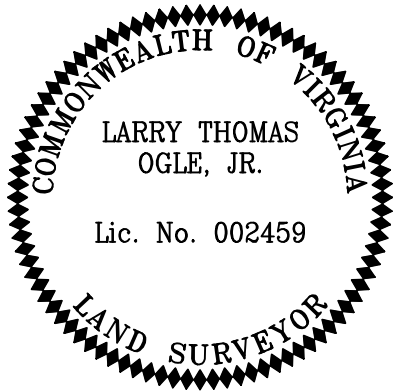
Interior Boundary Coordinate Table		
Point #	Northing	Easting
14A	3982.88578	4048.88648
14B	3869.51007	4109.81079
14C	3844.17795	4120.55801
Vacated Boundary Coordinate Table		
Point #	Northing	Easting
4A	3509.35781	3719.88375
14D	3795.20479	4136.21216
New Division Line Boundary Coordinate Table		
Point #	Northing	Easting
A	3400.23848	3840.36744
B	3472.14336	3992.48340
C	3573.57165	4207.05662

NOTES:

- THIS PLAT IS BASED ON A CURRENT FIELD SURVEY.
- THE SUBJECT PROPERTY IS NOT LOCATED WITHIN THE LIMITS OF A FLOOD HAZARD AREA AS DESIGNATED BY FEMA. THIS OPINION IS BASED ON AN INSPECTION OF THE FLOOD INSURANCE RATE MAPS AND HAS NOT BEEN VERIFIED BY ACTUAL FIELD ELEVATIONS, SEE MAP #51161C0252G, #51161C0256G DATED: SEPTEMBER 28, 2007, ZONE "X" (UN-SHADED), AREA OF MINIMAL FLOOD HAZARD.
- THIS PLAT WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT AND ENCUMBRANCES MAY EXIST WHICH EFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN HEREON.
- PROPERTY CORNERS WERE FOUND OR SET AS SHOWN HEREON.
- THIS PLAT RE-SUBDIVIDES AND COMBINES TAX #4280721, #4280723, #4280734 AND A PORTION OF TAX #4280701.
- APPROVAL HEREOF BY THE CITY OF ROANOKE, VIRGINIA SUBDIVISION AGENT IS FOR PURPOSES OF ENSURING COMPLIANCE WITH THE CITY OF ROANOKE, VIRGINIA SUBDIVISION ORDINANCE. PRIVATE MATTERS, SUCH AS COMPLIANCE WITH RESTRICTIVE COVENANTS OR OTHER TITLE REQUIREMENTS, APPLICABLE TO THE PROPERTIES SHOWN HEREON, ARE NOT REVIEWED OR APPROVED WITH REGARD TO THE SUBDIVISION OR RE-SUBDIVISION.
- THE RECORDATION OF THIS PLAT OF SUBDIVISION DOES NOT CONSTITUTE A CONVEYANCE OF LAND. ANY LOT, PARCEL OR TRACT OF LAND SHOWN HEREON THAT IS INTENDED FOR SALE AND/OR CONVEYANCE MUST BE CONVEYED BY DEED AND SAID DEED MUST BE RECORDED IN THE OFFICE OF THE CLERK OF THE CIRCUIT COURT OF THE CITY OF ROANOKE.
- A (21,838 S.F.) PORTION OF ORIGINAL TRACT 1A, BOUNDED BY CORNERS 1 TO 4A TO 4 TO A TO 1, PROPERTY OF WELLINGTON II, L.L.C. IS TO BE CONVEYED TO DONALD C. VILE, II & JULIET D. VILE AND IS TO BE ADDED TO AND COMBINED WITH ORIGINAL LOT 3A (32,413 S.F.) TO CREATE HEREON LOT 3A-1 (1.2454 AC.).
- A (40,330 S.F.) PORTION OF ORIGINAL TRACT 1A, BOUNDED BY CORNERS 4 TO 9 TO B TO A TO 4, PROPERTY OF WELLINGTON II, L.L.C. IS TO BE CONVEYED TO BRADLEY V. & ASHLEY W. THOMAS AND IS TO BE ADDED TO AND COMBINED WITH ORIGINAL LOT 5 (33,344 S.F.) TO CREATE HEREON LOT 5A (1.6913 AC.).
- A (1.4280 AC.) PORTION OF ORIGINAL TRACT 1A, BOUNDED BY CORNERS 9 TO 10 TO 14D TO C TO B TO 9, PROPERTY OF WELLINGTON II, L.L.C. IS TO BE CONVEYED TO STEPHEN & ELIZABETH MCCUIN AND IS TO BE ADDED TO AND COMBINED WITH ORIGINAL LOT 1 (27,998 S.F.) TO CREATE HEREON LOT 1A (2.0708 AC.).
- TRACT 1A-1 (9.0600 AC.) IS A PORTION OF THE REMAINING ORIGINAL TRACT 1A, BOUNDED BY CORNERS 14 THROUGH 33 TO C TO 14C TO 14B TO 14A TO 14, PROPERTY OF WELLINGTON II, L.L.C..
- TRACT 1A-2 (2.9716 AC.) CONSISTS OF THE REMAINING PORTION OF WHAT WAS FORMERLY TRACT 1A.

Boundary Curve Table						
Curve #	LENGTH	RADIUS	DELTA	TANGENT	CHORD BEARING	CHORD DISTANCE
2-3	77.60'	55.00'	080°50'19"	46.84'	N44°30'06"E	71.32'
6-7	110.16'	300.00'	021°02'22"	55.71'	N69°23'49"E	109.54'
11-12	75.57'	395.00'	010°57'41"	37.90'	N30°51'25"W	75.45'
12-13	36.99'	25.00'	084°47'07"	22.82'	N78°43'49"W	33.71'
14-15	52.04'	200.00'	014°54'27"	26.17'	N66°37'27"E	51.89'
14A-14	40.52'	25.00'	092°52'15"	26.29'	N74°41'15"W	36.23'
14C-14B	27.56'	150.00'	010°31'33"	13.82'	N22°59'21"W	27.52'
15-16	36.91'	200.00'	010°34'31"	18.51'	N68°47'15"E	36.86'
17-18	40.03'	25.00'	091°45'08"	25.78'	S17°37'26"W	35.89'
19-20	36.74'	200.00'	010°31'33"	18.42'	S22°59'21"E	36.69'

FOR REVIEW ONLY



PLAT SHOWING THE RE-SUBDIVISION & COMBINATION OF
TAX PARCEL #4280701
TRACT 1A - 14.8868 AC.
TAX PARCEL #4280721
LOT 3A - 32,413 S.F.
TAX PARCEL #4280723
LOT 5 - 33,344 S.F.
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LOT 1 - 27,998 S.F.
CREATING HEREON
LOT 3A-1 (1.2454 AC.),
LOT 5A (1.6913 AC.),
LOT 1A (2.0708 AC.),
TRACT 1A-1 (9.0600 AC.) &
TRACT 1A-2 (2.9716 AC.)
(FORMERLY A PORTION OF TRACT 1A)
SITUATED ALONG WELLINGTON DRIVE, SE &
VALLEY PIKE ROAD, SE
CITY OF ROANOKE, VIRGINIA

PHONE: (540) 774-4411
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ENGINEERS | SURVEYORS | PLANNERS



DATE:	JULY 13, 2023
COMM. NO.:	2023-132
SCALE:	NONE

**Auction for Multi-Sellers
Various Locations
Roanoke City, Roanoke County, Craig County, Salem**

**Bidding Starts: November 1, 2023, at 8:00 AM ET
Bidding Ends: November 8, 2023, 3:00 PM ET**

1. **AUCTION SALE:** The Property will be sold subject to Seller's confirmation of the high bid (Tracts 1, 3-7), except for the absolute tract (Tract 2), which will sell for the contract sale price it brings. Purchaser will execute the Auction Real Estate Purchase Agreement as required in Paragraph 2. The property is auctioned "AS IS, WHERE IS" with all faults in its condition at the time of sale without recourse by way of refund, reduction of the purchase price, or otherwise. Bidders should perform such independent investigation with respect to the property as they deem necessary or appropriate. Bidding signifies you have read and are in agreement with the terms and conditions of the auction.
2. **REAL ESTATE DEPOSIT:** The Buyer is required to pay a deposit in the amount of ten percent (10%) of the contract sales price and sign an Auction Real Estate Purchase Agreement immediately following SELLER'S acceptance of the bid via Doc U Sign. Buyer may wire funds (\$25.00 wire fee) or overnight a cashier's check for the earnest money deposit at Buyer's expense.
3. **FINANCING:** Your bidding and purchase of the property are NOT CONDITIONAL UPON FINANCING. Be sure you have arranged financing, if needed, and are capable of paying cash at settlement.
4. **LIABILITY:** Bidders inspecting property enter at their own risk. Auction Company assumes no risk for bodily injury or damage to personal property.
5. **BUYER'S PREMIUM:** The Buyer's Premium on the real estate is five percent (5%) of the high bid amount. The Buyer's Premium will be added to the high bid to determine the final contract sales price.
6. **AGENCY: THE AUCTION COMPANY AND ITS REPRESENTATIVES REPRESENT THE SELLER.**
7. **REAL ESTATE DEED AND POSSESSION:** The real estate will be conveyed by a General (Tract 7) or Special (Tracts 1-6) Warranty deed to be prepared at the expense of the Seller and the cost of Virginia Grantor's tax shall be borne by the Seller. It is agreed the Property is being conveyed free and clear of liens, subject, however, to any rights of way, easements, and restrictions of record. The balance of the purchase price is due at settlement which shall be on or before December 20, 2023. The contract to purchase is not assignable. Possession of the Property shall be given to the buyer at settlement.
8. **BOUNDARY LINES:** Boundaries on aerial photos, topographic maps, and otherwise, are approximate and are subject to verification by all parties relying on them.
9. **BIDDING AND SOFT CLOSE:** The bidding is hereby offered by Online Auction only and bidding will only be available to registered bidders. The soft close will allow extended bidding until no bids are placed for two minutes. If a bid is placed on any tract within the last two minutes, an additional two minutes will be added to all tracts to ensure everyone gets time to place their bid.
10. **CONFIRMATION:** All auction tracts are sold subject to Seller Confirmation.

11. **GENERAL:** The information contained in the brochure, on woltz.com, all advertising, and the Bidder's Information Packet is subject to verification by all parties relying on them. No liability for its accuracy, error, or omissions is assumed by the Seller or the Auction Company.
12. **BROKER PARTICIPATION:** Any appropriately licensed Virginia broker whose agent properly registers the successful high bidder will be paid a 2% commission based upon the high bid, and will be paid at settlement by the Seller. Applications must be on a Woltz & Associates, Inc. Broker Participation Application form and contain the name, address and signature of agent and prospect as well as the Broker's license number and Federal Tax ID number. The form must be received in the office of Woltz & Associates, Inc. or by email at hannah@woltz.com prior to the registered bidder making a bid. Participating Broker must sign the Real Estate Purchase Agreement for winning bid. Agents acting as principals buying on their own behalf, on behalf of family members, other licensed real estate agents, or who represent prospects that have had prior contact with the Seller or Auction Company are not eligible. An agent may register only one Bidder for this auction.
13. **SOFTWARE & TECHNOLOGY:** Woltz & Associates, Inc. reserves the right to reject any bid at our sole discretion. In the event there are technical difficulties related to the server, software, or any other online auction-related technologies, Woltz & Associates, Inc., reserves the right to extend bidding, continue the bidding, or close the bidding. **NEITHER THE COMPANY PROVIDING THE SOFTWARE NOR WOLTZ & ASSOCIATES, INC. SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON.** Email notifications will be sent to registered bidders with updated information deemed necessary by Auction Company.

DIVISION 1. RESIDENTIAL DISTRICTS

Sec. 36.2-310. Purposes of the residential districts.

- (a) The purpose of the RA District is to provide for the continued use of agriculturally productive lands. Uses and standards in this district are intended to preserve and protect agricultural lands by maintaining a low population density and a rural character of development.
- (b) The purposes of the R-12, R-7, R-5, and R-3 Districts are to protect residential neighborhoods, to provide a range of housing choices, and to incorporate neighborhood principles, including lot frontages, building setbacks and densities, that are customary in urban and suburban neighborhoods.
- (c) The purpose of the RM-1 and RM-2 Districts is to allow for a mix of single-family detached, single-family attached, two-family, townhouse, and multifamily dwellings in order to provide a range of housing choices.
- (d) The purpose of the RMF District is to permit dense housing development by providing for multifamily and townhouse dwellings.

(Ord. No. 39122, § 1, 5-16-11)

Sec. 36.2-311. Use table for residential districts.

District	RA	R-12	R-7	R-5	R-3	RM-1	RM-2	RMF	Supplemental Regulation Section
<i>Residential Uses</i>									
Dwelling, single-family attached					P	P	P	P	
Dwelling, single-family detached	P	P	P	P	P	P	P		
Dwelling, two-family						S	P		
Dwelling, multifamily with 10 or fewer units							P	P	
Dwelling, multifamily with 11 or more units							S	P	
Dwelling, townhouse or rowhouse					P	S	P	P	36.2-431
Dwelling, manufactured home	P								
Dwelling, mobile home	P								36.2-417
<i>Accommodations and Group Living Uses</i>									
Bed and breakfast	P	S	S	S	S	S	S		36.2-405
Boarding house								S	
Group care facility, congregate home, elderly							S	S	
Group care facility, congregate home, not otherwise listed							S	S	
Group care facility, group care home							S	S	
Group care facility, halfway house							S	S	
Group care facility, nursing home								S	
Group care facility, transitional living facility									
Group home	P	P	P	P	P	P	P		
<i>Industrial Uses</i>									
Borrow or Fill Site	S								36.2-405.1

Composting Facility	S								36.2-407.2
<i>Commercial Uses</i>									
Day care home, adult	S	S	S	S	S	S	S	S	
Day care home, child	P	P	P	P	P	P	P	P	
Family day home	S	S	S	S	S	S	S	S	
Fire, police, or emergency services		S	S	S	S	S	S	S	
<i>Utility Uses and Structures</i>									
Utility distribution or collection, basic	P	P	P	P	P	P	P	P	
Utility distribution or collection, transitional	S	S	S	S	S	S	S	S	
Wireless telecommunications facility, small cell on existing structure	P	P	P	P	P	P	P	P	36.2-432
Wireless telecommunications facility, not otherwise listed	S	S	S	S	S	S	S	S	36.2-432
Wireless telecommunications facility, stealth	P	P	P	P	P	P	P	P	36.2-432
<i>Animal and Agricultural Uses</i>									
Agricultural operations	P	S	S	S	S	S	S	S	
Animal shelter	P								
Botanical garden or arboretum	P								
Community garden	P	P	P	P	P	P	P	P	36.2-407.1
Composting facility	S								
Nursery or greenhouse, commercial	P								
Kennel, no outdoor pens or runs	P								
Kennel, with outdoor pens or runs	S								
Stable, commercial	P								36.2-428
Wildlife rescue shelter or refuge area	P								
<i>Accessory Uses</i>									
Accessory uses, not otherwise listed in this table	P	P	P	P	P	P	P	P	36.2-403

Accessory apartment	P	P	P	P	P	P	P	P	36.2-402
Home occupation, excluding personal service	P	P	P	P	P	P	P	P	36.2-413
Home occupation, personal service	P	P	P	P	P	P	P	P	36.2-413
Homestay	S	S	S	S	S	S	S	S	36.2-405
Outdoor storage	P								36.2-423
Stable, private	P	P							36.2-403
Solar Energy System	P	P	P	P	P	P	P	P	36.2-403
Temporary health care structure	P	P	P	P	P	P	P	P	36.2-403
Wind turbine, commercial	S								36.2-403
Wind turbine, small	S	S	S	S	S	S	S	S	36.2-403
"P" indicates a use permitted as of right. "S" indicates a use permitted only by special exception. A blank cell indicates the use is not permitted; any use not listed in this table is not permitted in residential districts.									

(Ord. No. 39122, § 1, 5-16-11; Ord. No. 39495, § 1, 9-4-12; Ord. No. 40088, § 1, 10-20-14; Ord. No. 40296, § 1, 7-6-15; Ord. No. 40370, § 1, 10-19-15; Ord. No. 40710, § 1, 12-5-16; Ord. No. 41173, § 1, 6-18-18; Ord. No. 41370, § 1, 1-22-19; Ord. No. 41817, § 1, 7-20-20; Ord. No. 41918, § 1, 11-16-20; Ord. No. 42205, § 1, 11-15-21)

Sec. 36.2-312. Dimensional regulations for residential districts.

District		RA	R-12	R-7	R-5	R-3	RM-1	RM-2	RMF
Minimum lot area per dwelling unit (square feet)		43,560	12,000	7,000	5,000	3,000	3,500	2,500	1,000
Lot area (square feet)	Minimum	43,560	12,000	7,000	5,000	3,000	5,000	5,000	15,000
	Maximum	None	None	None	None	None	None	None	None
Lot frontage (feet)	Minimum	150	70	60	50	30	50	50	100
	Maximum	None	None	None	None	None	None	150	None
Front yard (feet)	Minimum	30	20	20	15	15	10	10	10
	Maximum	None	None	None	40	25	30	30	-
Section 36.2-313 Front yard requirements for infill development apply		No	No	Yes	Yes	Yes	Yes	Yes	No
Side yard minimum depth (feet)		10	5	3	3	3	3	3	15
Rear yard minimum depth (feet)		50	15	15	15	15	15	15	15
Height maximum (feet)		45	35	35	35	35	35	45	45
Impervious surface area maximum (percentage of lot area)		25	50	50	60	70	60	70	70
Principal structures, maximum number		No limit	1	1	1	1	1	No limit	No limit
Accessory structure minimum setback from rear and side lot lines (feet)		5	0	0	0	0	0	0	5
Minimum parking requirement applies		No	No	No	No	No	No	No	No
Tree canopy coverage (Minimum percent of lot area)		20	20	20	20	15	15	10	10
<p>Where a maximum lot frontage is specified for a district, such maximum shall apply to only one frontage of a corner lot.</p> <p>A numeric entry means the dimension shall apply based on the unit of measurement indicated.</p> <p>"Yes" means the requirement applies.</p> <p>"No" means the requirement does not apply.</p> <p>"None" means there is no requirement.</p>									

(Ord. No. 39122, § 1, 5-16-11; Ord. No. 40088, § 1, 10-20-14; Ord. No. 40296, § 1, 7-6-15; Ord. No. 40710, § 1, 12-5-16; Ord. No. 41370, § 1, 1-22-19; Ord. No. 42205, § 1, 11-15-21)

Sec. 36.2-313. Front yard dimensions for infill development.

To determine the established front yard in the table below, the Zoning Administrator shall consider only the following lot or lots: (1) a lot or lots on which there is a principal structure on the same block face, and (2) up to one (1) lot on each side of a subject property which is closest to the subject property. However, no lot being used to determine the established front yard shall be an outlier. An outlier shall be any yard depth that deviates by more than twenty (20) percent from the average yard depth on the block face, not including the outlier or outliers. In such instances, the Zoning Administrator shall determine the most shallow established front yard to be equal to such average depth.

Where the most shallow established front yard is between the minimum and maximum front yards of the district	Minimum yard: depth of the most shallow established front yard Maximum yard: depth of the most shallow established front yard, plus 5 feet
Where the most shallow established front yard is deeper than the district's maximum front yard	Minimum yard: depth of most shallow established front yard. Maximum yard: average between the depth of most shallow established front yard and deepest established front yard, excluding outliers as defined above.
Where the most shallow established front yard is more shallow than the district's minimum front yard, but is 10 feet or greater	Minimum yard: depth of the most shallow established front yard Maximum yard: depth of the most shallow established front yard, plus 10 feet
Where the most shallow established front yard is less than 10 feet	Minimum yard: depth of the most shallow established front yard Maximum yard: 20 feet
Where the lot has frontage on a cul-de-sac, regardless of the presence of buildings on adjoining lots	Minimum: same as district minimum Maximum: same as district maximum
When there are no lots with principal residential structures on the block face	Minimum: same as district minimum Maximum: same as district maximum
For a corner lot, apply the above scenarios to the front yard with the primary facade	Minimum: same as district minimum Maximum: same as district maximum

(Ord. No. 39122, § 1, 5-16-11; Ord. No. 40088, § 1, 10-20-14; Ord. No. 40710, § 1, 12-5-16)



WOLTZ
& ASSOCIATES
INC.
 BROKERS & AUCTIONEERS

23 FRANKLIN RD SW
 ROANOKE, VIRGINIA 24011
 540-342-3560 or 800-551-3588
 Fax: 540-342-3741
 Email: info@woltz.com

AUCTION REAL ESTATE PURCHASE AGREEMENT

(This is a legally binding contract; if not understood, seek competent advice before signing.)

AGENCY DISCLOSURE: REALTORS ARE REQUIRED BY LAW AND THEIR CODE OF ETHICS TO TREAT ALL PARTIES TO THE TRANSACTION HONESTLY. The Seller and the Buyer each confirm that disclosure of the agency relationships described below has been made in writing. (Check **either A or B** below.)

- A. _____ The Seller and the Buyer confirm that in connection with the transaction under this Agreement, the Listing Firm, the Selling Firm, and its Agents, are acting on behalf of the Seller as Seller's agent.
- B. _____ The Seller and the Buyer confirm that in connection with the transaction described by this Agreement, the Listing Firm and its Agents are acting on behalf of the Seller as the Seller's agent, and the Selling Firm and its Agents, by agreement, are acting on behalf of the Buyer as the Buyer's agent.

THIS AGREEMENT OF PURCHASE AND SALE (**Agreement**) made and entered into this 8 day of November 2023, between Wellington II, LLC ("**Seller**"),

_____, ("**Buyer**"), and Woltz & Associates, Inc. ("**Agent**").

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

REAL PROPERTY: Buyer agrees to buy and Seller agrees to sell the land, all improvements thereon 0 Yellow Mountain Road, Roanoke, Virginia 24014 and as more particularly described on the attached Exhibit A (the "**Property**"). (Complete legal description to be furnished in Deed)

PURCHASE PRICE: The Purchase Price (the "Purchase Price") of the Property is _____ Dollars (\$_____) ("**Purchase Price**").

DEPOSIT: The Buyer has made a deposit of _____ Dollars (\$_____) ("**Deposit**") by _____ [**Insert Check, Money Order, Wire or Other**] in hand paid on the signing of this Agreement, paid by Buyer to Agent; receipt of which is hereby acknowledged. The Deposit shall be placed in Agent's escrow account until final settlement and may be placed in an interest-bearing account. The Buyer and Seller waive any claim to interest resulting from such Deposit.

THIS IS A CASH AGREEMENT. THERE IS NO CONTINGENCY FOR BUYER TO OBTAIN FINANCING. The residue of the purchase price shall be payable as follows: Cash at Settlement on or before December 20, 2023. If closing does not occur on or before December 20, 2023, Buyer shall be in default. Seller may, in its sole discretion, permit closing after this date, and, in such case, shall charge the Buyer interest at the rate of 12% per annum of the total purchase price which shall be due and payable at closing.

The Seller agrees to convey the said Property with a Special Warranty Deed, same to be prepared at the

expense of the Seller and the cost of Virginia Grantor's tax shall be borne by the Seller. It is agreed that the Property is being conveyed free and clear of all liens and indebtedness. It is agreed that the Property is to be conveyed subject to any recorded conditions, easements and restrictions.

RESIDENTIAL PROPERTY DISCLOSURE: The Buyer has ()/ has not () been furnished a Residential Property Disclosure form prior to signing this Agreement. Buyer acknowledges that it has inspected the above-described Property to its satisfaction, and agrees to accept the Property in its present condition, unless otherwise specified herein.

PROPERTY OWNER'S ASSOCIATION DISCLOSURE: The Seller represents that the Property () is, OR () is not located within a development which is subject to the Virginia Property Owners Association Act (Sections 55-508 through 55-516 of the Code of Virginia) (the "Act").

LEAD-BASED PAINT DISCLOSURE: All parties to this Agreement acknowledge that the dwelling was built () before January 1, 1978 or () after January 1, 1978. For all homes built prior to January 1, 1978, a Lead-Based Paint Disclosure is hereby attached and made a part of this Agreement. Buyer waives the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards

MECHANIC'S LIEN DISCLOSURE: AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED. This lien may be filed at any time after the work is commenced or the material furnished, but not later than the earlier of (i) 90 days from the last day of the month in which lienor last performed work or furnished materials or (ii) 90 days from the time the construction is terminated. Seller shall deliver to Buyer at settlement an affidavit signed by Seller stating either that: No labor or materials have been furnished to the Property within the statutory period, OR: If labor and materials have been furnished during the statutory period, the costs thereof have been paid.

FAIR HOUSING: The Seller and Buyer acknowledge that in the sale, purchase or exchange of real property, REALTOR has the responsibility to offer equal service to all clients and prospects without regard to race, color, religion, national origin, sex, elderliness, familial status or handicap.

MEGAN'S LAW: Buyer shall exercise whatever due diligence Buyer deems necessary with respect to information on any sexual offenders registered under Chapter 23 (19.2-387 et seq.) of Title 19.2. Such information may be obtained by contacting your local police department or the Department of State Police, Central Criminal Records Exchange, at 804-674-2000 or www.vsp.state.va.us.

SETTLEMENT EXPENSES/RISK OF LOSS: The expenses of examination of title and recordation shall be borne by the Buyer. All rents, interest, taxes, insurance and other escrow deposits are to be pro-rated as of settlement. The risk of loss or damage to or destruction of any structure on the premises by any means until the deed of conveyance is delivered is assumed by the Seller.

DEFAULT: If Seller or Buyer defaults under this Agreement, the defaulting party, in addition to all other remedies available at law or in equity, shall be liable for the commission referenced in this Agreement as if this Agreement had been performed and for any damages and all expense incurred by non-defaulting party and Agent in connection with this transaction and the enforcement of this Agreement, including, without limitation attorneys' fees and costs, if any. Payment of a commission as the result of a transaction relating to the property which occurs subsequent to a default under this Agreement shall not relieve the defaulting party of liability for any damages and expenses incurred by the non-defaulting party, Agent, or Company in connection with this transaction.

COMMISSION: The Seller agrees to pay cash to the Agent for its services, a commission on the sale price of the Property pursuant to the terms of the Agreement, which is incorporated herein by reference.

ATTORNEY'S FEES: In any action or proceeding involving a dispute between the Buyer, the Seller and/or the Agent, arising out of this Agreement, or to collect the Agent's Fee, the prevailing party shall be entitled to receive from the other party reasonable attorney's fees to be determined by the court or arbitrator(s).

POSSESSION: Possession of Property to be given on the date of actual settlement.

AUCTION TERMS AND CONDITIONS: This Property is being sold "AS IS, WHERE IS". Buyer agrees to comply with all auction terms and conditions and announcements made on date of sale and

acknowledges receipt of the Real Estate Bidder's Package on day of sale. The Buyer's decision to purchase is based upon Buyer's own due diligence rather than upon any information provided by Agent, its agents and representatives.

COUNTERPARTS: FACSIMILES/ELECTRONIC SIGNATURES: To facilitate execution, this Agreement may be executed in any number of counterparts as may be convenient or necessary, and it shall not be necessary that the signatures of all parties hereto be contained on any one counterpart hereof. Additionally, the parties hereto hereby covenant and agree that, for purposes of facilitating the execution of this Agreement, (i) the signature pages taken from separate individually-executed counterparts of this Agreement may be combined to form multiple fully-executed counterparts, (ii) a facsimile signature shall be deemed to be an original signature and (iii) a telecopy delivery (i.e., the transmission by any part of his, her or its signature on an original or any copy of this Agreement via telecopy, fax machine or email) shall be deemed to be the delivery by such party of his, her or its original signature hereon. All executed counterparts of this Agreement shall be deemed to be originals, but all such counterparts taken together or collectively, as the case may be, shall constitute one and the same agreement.

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 any rollback taxes assessed. If the Property continues to be eligible for land use assessment, Buyer agrees to make application, at Buyer's expense, for continuation under land use and to pay any rollback taxes resulting from failure to file or to qualify. Notwithstanding anything herein to the contrary, the provisions of this paragraph shall survive settlement and the delivery of the deed of bargain and sale.

LIKE-KIND EXCHANGE: Seller and Buyer shall have the right, at the option of either or both, to dispose of or purchase the Property through a transaction that is structured to qualify as a like-kind exchange of property within the meaning of Section 1031 of the Internal Revenue Code of 1986. Each party agrees to execute any necessary documents related to the Seller's or Buyer's affecting a qualifying like-kind exchange. Each party shall bear the additional transaction cost and expenses attributable to the closing of qualifying exchange requested by either party. In no event shall any like kind exchange contemplated by this provision cause an extension of the date of closing unless agreed to by all parties to this Agreement, including Agent.

PARTIES: This Agreement shall be binding upon and shall inure to the benefit of the parties, *i.e.*, Buyer and Seller and their heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

CHOICE OF SETTLEMENT AGENT: **Buyer has the right to select a settlement agent to handle the closing of this transaction.** The settlement agent's role in closing your 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 Agreement between the parties. If part of the purchase price is financed, your lender 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. 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, you are entitled to receive a copy of these guidelines from your settlement agent, upon request, in accordance with the provisions of Chapter 10 (55.1-1000 et seq.) of Title 55.1 of the Code of Virginia.

ADDITIONAL TERMS AND CONDITIONS: _____

APPLICABLE LAW: This Agreement shall be construed under the laws of the Commonwealth of Virginia.

MISCELLANEOUS: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors-in-title, heirs, personal representatives, successors and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. This Agreement may be executed and delivered by facsimile or other electronic transmission.

[SIGNATURE PAGE FOLLOWS]

WITNESS the following signatures and seals.

_____(Seal) _____
Buyer Date

_____(Seal) _____
Buyer Date

SELLER: Wellington II, LLC

_____(Seal) _____
Date

Deed To: _____

Agent: Woltz & Associates, Inc.

By: _____
Its: Agent

Buyer's Address: _____

Buyer's Phone No.: _____

Buyer's Email: _____

Buyer's choice of settlement services: _____

Address: _____

Phone No.: _____

BROKER PARTICIPATION

Participation Firm: _____

Firm Phone No.: _____ Fax No.: _____

Selling Agent: _____

Agent's Phone No.: _____

Agent's Email: _____

Agent's Signature: _____

EXHIBIT A

Property Description: Parcel located in the City of Roanoke, Virginia.

Auction Tract	Acreage	Tax Map#	Contract Sale Price
1	2.97±	Tract 1A-2	\$

WOLTZ & ASSOCIATES, INC

UPCOMING OFFERINGS

November 30, 2023 – Franklin County, Virginia – Offered in a Seal Bid: 16.292 acres on Bluewater Drive with $\pm 1,663'$ of water frontage at the 795' Topographic contour. Located between Emerald Bay and Montego Bay on SML. Preview anytime at your leisure; agents will be on-site Sunday, November 19 & 26 from 1 to 4 PM. Contact Russell Seneff at 540-765-7733 for more information.

Winter 2024 – Pulaski County, Virginia – Aquatic recreational facility. 68 \pm Acres, improvements and $\pm 1,100'$ of Claytor Lake waterfrontage. The Aquatic Center consists of a dynamic hexagon-shaped structure containing a kitchen, cafeteria, and office area, 16 two room bunk houses, housing areas for staff and bath houses. The property is being offered in two tracts. Contact Russell Seneff at 540-765-7733 for more information.

