

# **PRELIMINARY REAL ESTATE AUCTION BIDDER PACKET**

**Lina C. Devore Estate  
Real Property Auction –  
19 Tracts, 271± Acres**

**Auction Live & Online:  
Thursday, October 31, 2024  
At 2:00pm**

**Auction Held At:  
The Inn at Virginia Tech & Skelton Conference  
Center, 901 Prices Fork Rd., Blacksburg, VA 24061**

**For further information, please contact  
David Boush at 540-871-5810  
Jim Woltz at 540-342-3560**

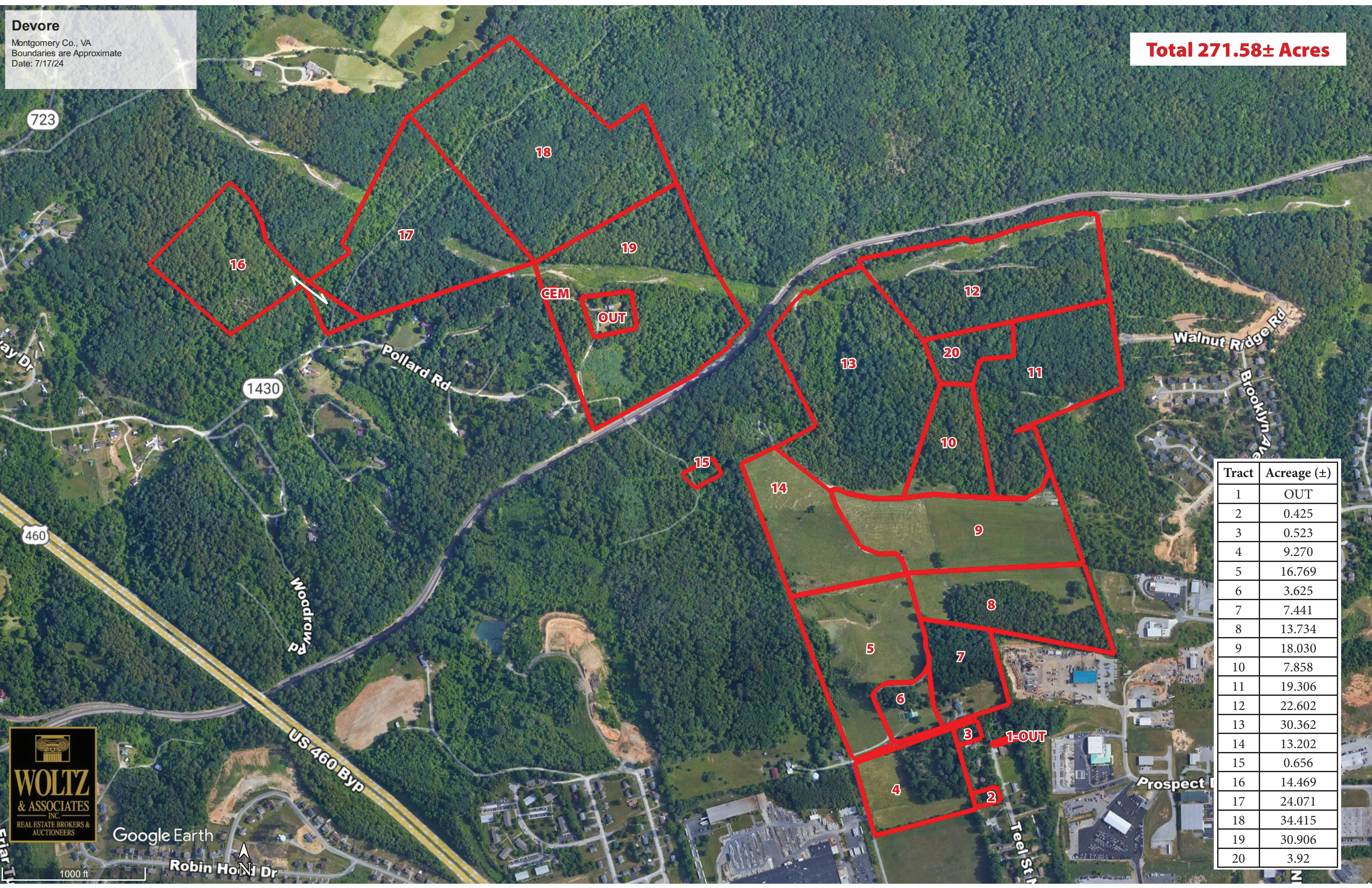


All information contained herein is provided as a courtesy to prospective bidders. Bidders are responsible for performing their own due diligence.

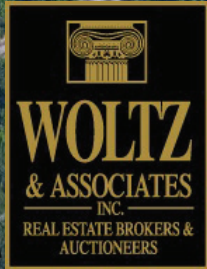
**Devore**

Montgomery Co., VA  
Boundaries are Approximate  
Date: 7/17/24

**Total 271.58± Acres**



Tract	Acreage (±)
1	OUT
2	0.425
3	0.523
4	9.270
5	16.769
6	3.625
7	7.441
8	13.734
9	18.030
10	7.858
11	19.306
12	22.602
13	30.362
14	13.202
15	0.656
16	14.469
17	24.071
18	34.415
19	30.906
20	3.92



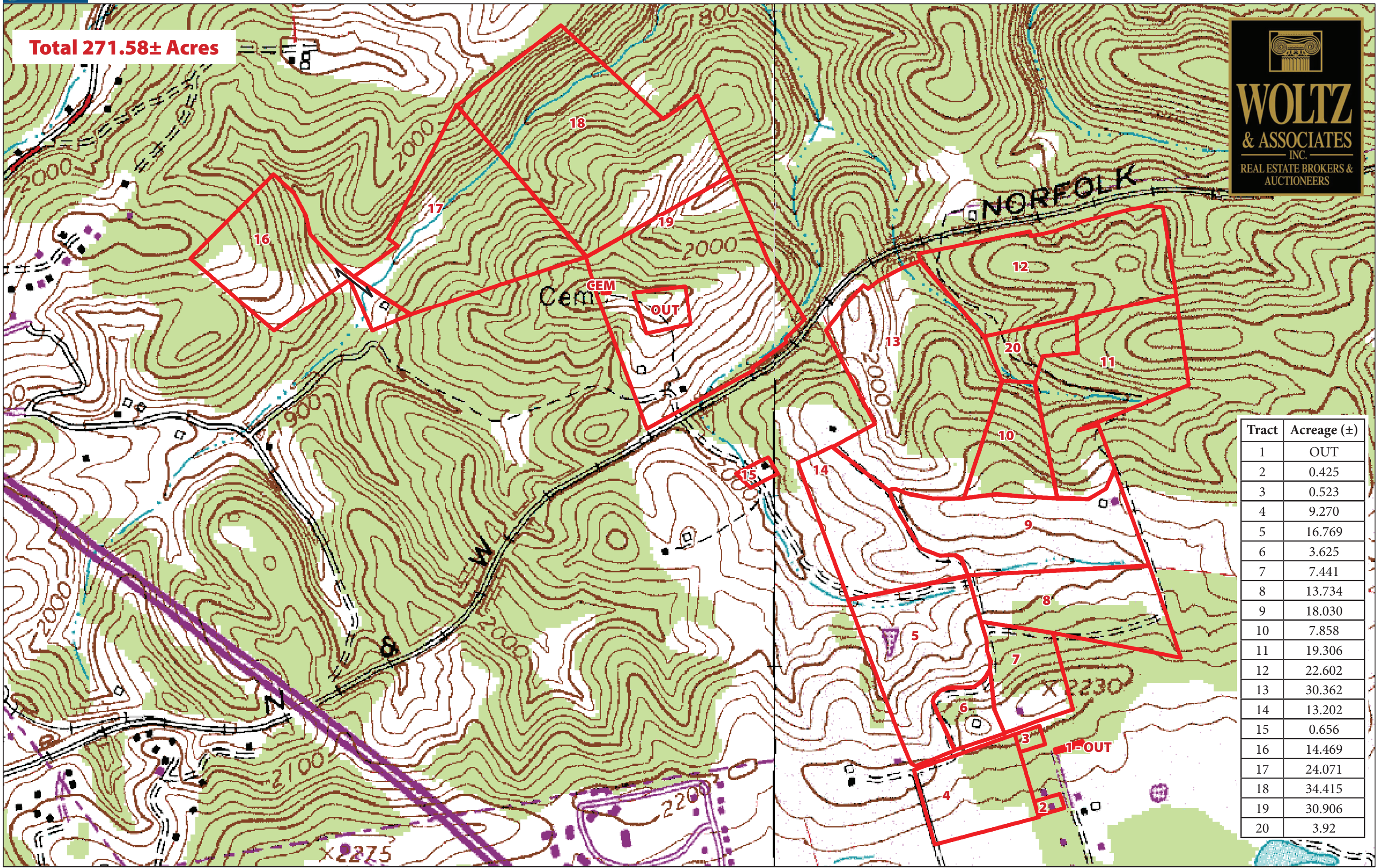
Google Earth

Robin Hood Dr

1000 ft

Total 271.58± Acres

**WOLTZ & ASSOCIATES**  
INC.  
REAL ESTATE BROKERS & AUCTIONEERS



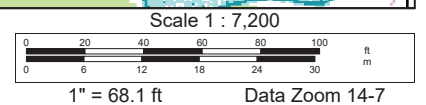
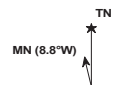
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www.delorme.com

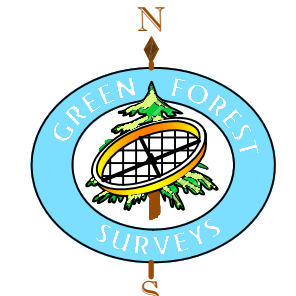
**Devore**  
**Montgomery Co., VA**  
**Boundaries are Approximate Date: 7/17/24**







**BOUNDARY LINE RELOCATION FOR  
DEVORE ESTATE**  
SHAWSVILLE MAGISTERIAL DISTRICT  
MONTGOMERY COUNTY, VIRGINIA  
GREEN FOREST JOB # GF02080B  
REVISION 5, JULY 26, 2024  
SHEET 2 OF 2



SOURCE OF MERIDIAN  
VA GRID

Now or Formerly  
**BLUE RIDGE DEVELOPMENT GROUP, INC**  
INSTRUMENT# 202100729  
PLAT INST# 202100728  
TM# 80-A-40, PID 018439

Now or Formerly  
**KIMBERLY A. & ANTHONY R. RAMSEY**  
INSTRUMENT# 2021009771  
PLAT INST# 2017007802  
TM# 80-10-10, PID 230323

Now or Formerly  
**ANNA S. NELSON**  
INSTRUMENT# 2022003292  
PLAT INST# 2017007802  
TM# 80-10-9, PID 230322

Now or Formerly  
**JERRY D. JACKSON**  
INSTRUMENT# 2019004168  
PLAT INST# 2010006871  
TM# 80-9-21, PID 170151

Now or Formerly  
**BLUE RIDGE DEVELOPMENT GROUP, INC**  
INSTRUMENT# 2008011651  
PLAT INST# 2008011650  
TM# 80-9-A, PID 150450

Now or Formerly  
**WALNUT CREEK DEVELOPMENT GROUP, LLC**  
INSTRUMENT# 2005006111  
PLAT INST# 2017007802  
TM# 80-A-42, PID 018438

Now or Formerly  
**TOWN OF CHRISTIANSBURG**  
INSTRUMENT# 2009002046  
TM# 500-A-5X, PID 160190

Now or Formerly  
**SOUND PROPERTIES, LLC**  
INSTRUMENT# 2009004436  
TM# 500-A-5Y, PID 160191

Now or Formerly  
**J & R LAND DEVELOPMENT LLC**  
INSTRUMENT# 2011000676  
TM# 500-A-5V, PID 150080

Now or Formerly  
**ALTIS ENTERPRISES, LLC**  
INSTRUMENT# 2011005897  
TM# 500-A-5L, PID 080040

Now or Formerly  
**KENNETH I. DEVORE Jr. EXECUTOR**  
INSTRUMENT # WB2019000832  
TM# 500-5BK 2 64-68, PID 004949

Now or Formerly  
**KENNETH I. DEVORE Jr. EXECUTOR**  
INSTRUMENT # WB2019000832  
TM# 500-5BK 1 62-68, PID 004947



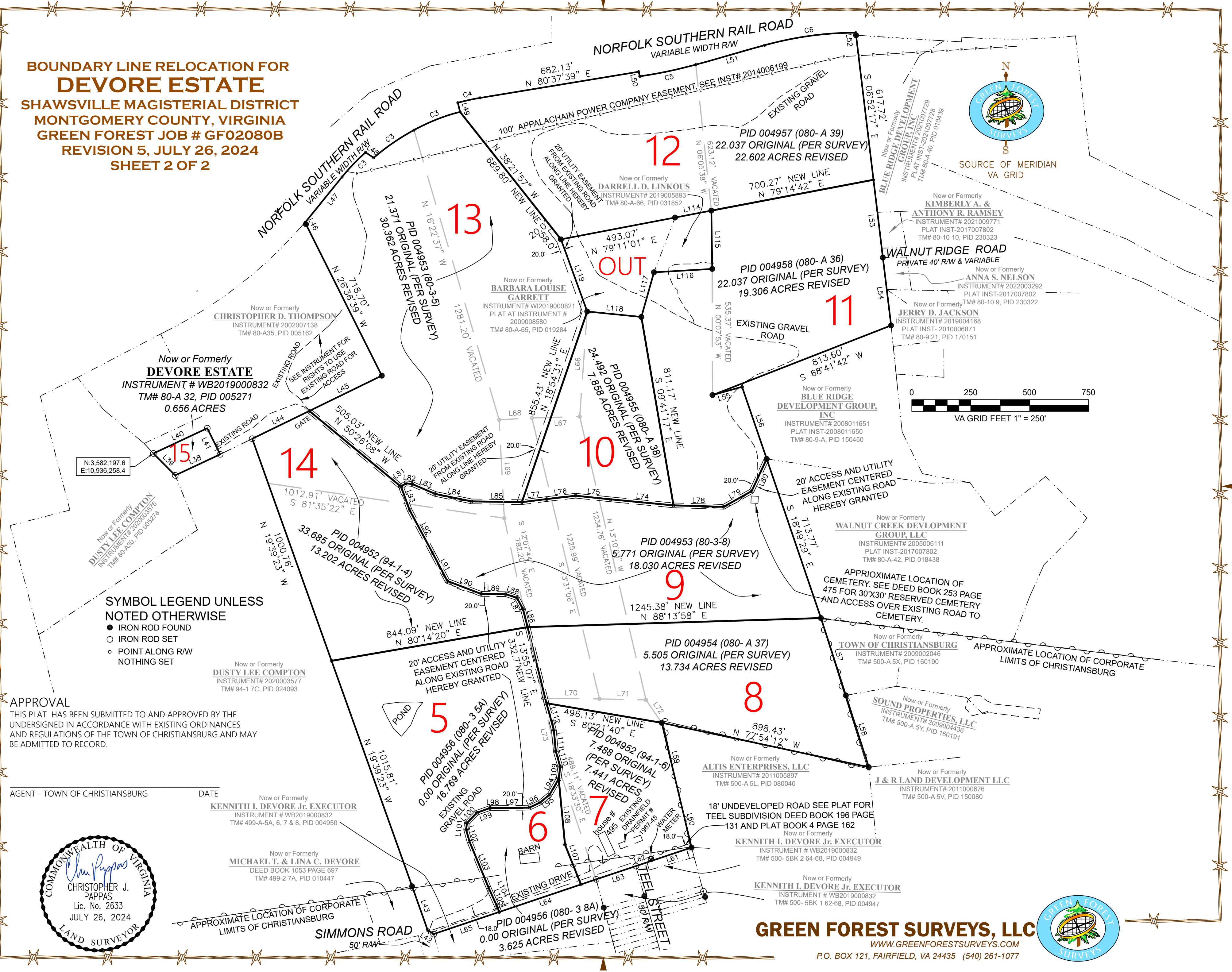
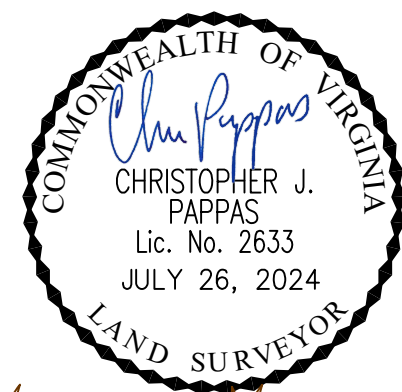
- SYMBOL LEGEND UNLESS NOTED OTHERWISE**
- IRON ROD FOUND
  - IRON ROD SET
  - POINT ALONG R/W NOTHING SET

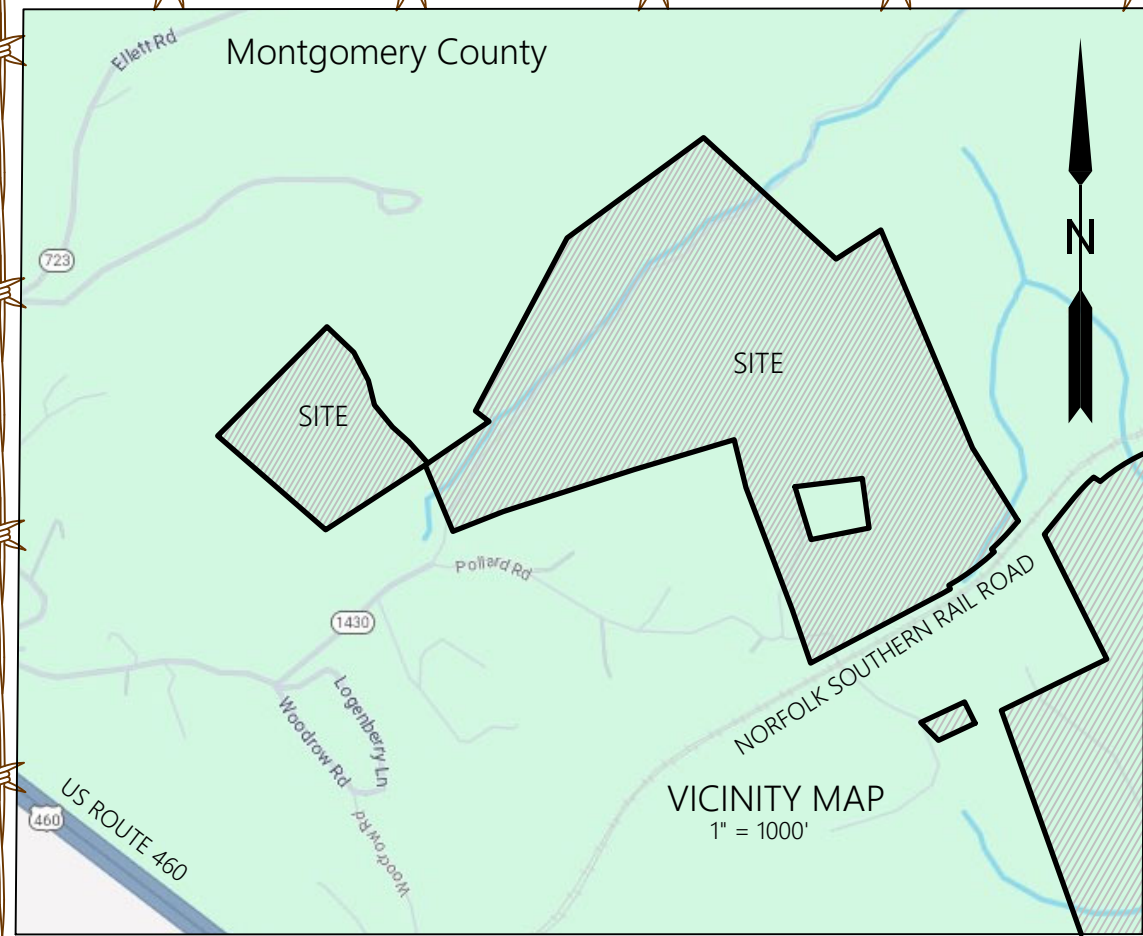
**APPROVAL**  
THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING ORDINANCES AND REGULATIONS OF THE TOWN OF CHRISTIANSBURG AND MAY BE ADMITTED TO RECORD.

AGENT - TOWN OF CHRISTIANSBURG      DATE

Now or Formerly  
**KENNETH I. DEVORE Jr. EXECUTOR**  
INSTRUMENT # WB2019000832  
TM# 499-A-5A, 6, 7 & 8, PID 004950

Now or Formerly  
**MICHAEL T. & LINA C. DEVORE**  
DEED BOOK 1053 PAGE 697  
TM# 499-2 7A, PID 010447





**OWNER'S STATEMENT:**

THIS IS TO CERTIFY THAT THE HEREON SHOWN BOUNDARY LINE ADJUSTMENT PLAT HAS BEEN PREPARED WITH THE FREE CONSENT AND IN ACCORD WITH THE DESIRES OF THE UNDERSIGNED OWNERS, PROPRIETORS OR TRUSTEES, IF ANY THERE BE.

IN WITNESS WHEREON ARE HEREBY PLACED THE FOLLOWING SIGNATURES AND SEALS:

TAX PARCELS# TAX MAP #80-A-25, 80-A-26, 80-A-27A, 80-A-26A, 80-A-26  
PID # 004951, 004959, 031667, 032573, 004960.

Kenneth I. Devore, Jr – Executor

**NOTARY'S STATEMENT**

COMMONWEALTH OF VIRGINIA, COUNTY OF MONTGOMERY, TO WIT:  
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, BY  
Kenneth I. Devore, Jr – Executor  
MY COMMISSION EXPIRES: \_\_\_\_\_

NOTARY PUBLIC

**BOUNDARY LINE RELOCATION FOR  
DEVORE ESTATE  
SHAWSVILLE MAGISTERIAL DISTRICT  
MONTGOMERY COUNTY, VIRGINIA  
GREEN FOREST JOB # GF02080A  
REVISION 5, JULY 26, 2024  
SHEET 1 OF 2**

**OWNER OF RECORD:**

Linda c. Devore Estate, c/o Kenneth I. Devore, Jr. Exec.  
4541 Lakeland Rd., Dublin, VA 24084  
INSTRUMENT # WB2019000832  
TAX MAP #80-A-25, 80-A-26, 80-A-27A, 80-A-26A, 80-A-26  
PID # 004951, 004959, 031667, 032573, 004960.

**NOTES**

1. SHOWN PROPERTY IS LOCATED WITHIN A ZONE "X", PER FLOOD INSURANCE RATE MAP, COMMUNITY- PANEL NO. 51121C0144C AND 51121C0165C; EFFECTIVE DATE: SEPTEMBER 25, 2009.
2. THIS SURVEY WAS PERFORMED WITH THE BENEFIT OF A TITLE REPORT BY FIDELITY NATIONAL TITLE INSURANCE COMPANY, REF. # 24-41637-R, DATED 3/14/2024..
3. THIS PROPERTY IS SUBJECT TO ALL RESERVATIONS, RESTRICTIONS, EASEMENTS AND AGREEMENTS OF RECORD TO THE EXTENT THAT THEY MAY LAWFULLY APPLY TO THE PROPERTY.
4. THIS PLAT IS BASED ON A FIELD SURVEY AND DEED RESEARCH PERFORMED ON OR PRIOR TO 9 FEBRUARY 2024, AND IS BASED ON MONUMENTS AND EVIDENCE FOUND IN THE FIELD AND MAY NOT CONFORM TO DEEDS AND/OR PLATS OF RECORD.
5. ZONING DISTRICT: AGRICULTURAL A-1
6. PRESENT REQUIRED BUILDING SETBACK FROM PROPERTY LINES: FRONT & REAR = 40' SIDE = 15'
7. GRAVE SITE AND STRUCTURES MARKING A PLACE OF HUMAN BURIAL WERE OBSERVED DESIGNATED AS TAX # 080- A 28.
8. SEE SHEET 2 FOR EASEMENT ACCESS FOR INGRESS EGRESS AND UTILITIES. TO INCLUDE WATER AND ELECTRIC.
9. THE NUMBER OF LOTS HAS NOT INCREASED.
10. A 15' UTILITY EASEMENT IS HEREBY GRANTED ALONG ALL EXTERIOR LINES

**LOT ASSIGNMENT TABLE**

PARCEL ID	TAX_MAP ID	ACRES BEFORE RELOCATION	LOT ASSIGNMENT PRIOR	ACRES AFTER RELOCATION	LOT ASSIGNMENT AFTER	AUCTION LOT #
031667	080- A 27A	16.363	4	14.469	4	16
004959	080- A 27	43.443	5	24.071	5	17
004960	080- A 26	42.22	5	34.415	5	18
004951	080- A 25	1.417	1	30.906	1	19
032573	080- A 26A	0.418	0	0	0	
<b>TOTALS</b>		<b>103.861</b>	<b>15</b>	<b>103.861</b>	<b>15</b>	

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1352.91'	201.98'	201.79'	S 43°12'55" W	8°33'14"
C2	1372.48'	294.44'	293.88'	S 53°36'14" W	12°17'31"

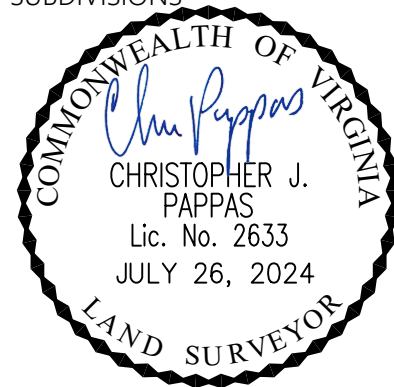
**SOURCE OF TITLE AND SURVEYOR'S STATEMENT**

THIS IS TO CERTIFY THAT THE PROPERTY EMBRACED ON THE HEREON PLAT IS A PORTION OF THAT PROPERTY ACQUIRED BY DEVORE BY WILL RECORDED IN INSTRUMENT INST. # WB2019000832, TAX MAP #80-A-25, 80-A-26, 80-A-27A, 80-A-26A, 80-A-26 # PID # 004951, 004959, 031667, 032573, 004960. THE ABOVE REFERRED-TO DEEDS ARE ALL RECORDED IN THE CLERK'S OFFICE OF THE CIRCUIT COURT OF MONTGOMERY COUNTY VIRGINIA, AND ARE THE LAST KNOWN INSTRUMENTS IN THE CHAIN OF TITLE TO SAID LAND.

I HEREBY CERTIFY THAT THIS SURVEY, TO THE BEST OF MY KNOWLEDGE AND BELIEF, COMPLIES WITH THE REQUIREMENTS OF THE BOARD OF SUPERVISORS ORDINANCES AND REGULATIONS OF THE COUNTY OF MONTGOMERY, VIRGINIA, REGARDING THE PLATTING OF SUBDIVISIONS WITHIN THE COUNTY. GIVEN UNDER MY HAND.

*Chris Pappas*

CHRISTOPHER J. PAPPAS, LS 2633



**Private Access Easement Note:**

The streets and/or private access easements in this subdivision do not meet the standards necessary for inclusion in the system of state highways and shall not be maintained by the Department of Transportation or the County of Montgomery and are not eligible for rural addition funds or any other funds appropriated by the General Assembly of Virginia and allocated by the Commonwealth Transportation Board

**APPROVAL**

THIS PLAT HAS BEEN SUBMITTED TO AND APPROVED BY THE UNDERSIGNED IN ACCORDANCE WITH EXISTING ORDINANCES AND REGULATIONS OF THE COUNTY OF MONTGOMERY AND MAY BE ADMITTED TO RECORD.

AGENT - COUNTY OF MONTGOMERY \_\_\_\_\_ DATE \_\_\_\_\_

LINE	BEARING	DISTANCE	
L1	S 44°55'08" E	20.02'	
L2	S 21°09'46" E	20.25'	
L3	S 60°59'46" W	54.18'	
L4	S 62°06'39" W	390.70'	
L5	S 62°06'39" W	378.50'	
L6	N 18°54'53" W	9.89'	
L7	N 18°54'53" W	288.85'	
L8	N 13°56'37" W	257.43'	
L9	S 68°29'33" W	281.65'	
L10	N 22°39'23" W	374.62'	
L11	S 46°21'49" E	192.59'	
L12	S 27°26'27" E	165.20'	
L13	S 13°53'27" E	131.58'	
L14	S 39°18'33" E	148.99'	
L15	S 47°53'17" E	115.01'	
L16	S 41°37'46" E	148.50'	
L17	N 55°39'39" E	384.86'	
L18	N 51°51'31" W	90.03'	
L19	N 56°59'56" E	277.94'	
L20	S 32°00'00" E	447.80'	
L21	N 57°35'37" E	16.72'	NEW LINE
L22	N 87°01'36" E	56.88'	
L23	N 00°44'53" E	64.17'	
L24	N 85°00'05" W	53.40'	
L25	S 03°32'26" W	71.91'	
L26	S 84°27'58" E	127.14'	VACATED
L27	S 38°34'28" E	34.11'	VACATED
L28	S 02°21'49" W	97.45'	VACATED
L29	S 71°49'54" W	131.27'	VACATED
L30	N 17°06'48" W	90.90'	VACATED
L31	N 09°51'38" E	18.86'	VACATED
L32	N 82°58'40" E	353.12'	
L33	S 07°51'45" E	260.69'	
L34	S 78°41'58" W	307.94'	
L35	N 16°59'33" W	287.98'	
L36	S 81°01'06" E	319.01'	
L37	S 64°23'33" E	128.98'	

**GREEN FOREST SURVEYS, LLC**

WWW.GREENFORESTSURVEYS.COM  
P.O. BOX 121, FAIRFIELD, VA 24435 (540) 261-1077



**BOUNDARY LINE RELOCATION FOR  
DEVORE ESTATE**  
SHAWSVILLE MAGISTERIAL DISTRICT  
MONTGOMERY COUNTY, VIRGINIA  
GREEN FOREST JOB # GF02080A  
REVISION 5, JULY 26, 2024  
SHEET 2 OF 2

Now or Formerly  
**1392 ELLETT LLC**  
INSTRUMENT# 2016001977  
TM# 79-A 129, PID 017043

N:3,584,258.1  
E:10,933,166.7

Now or Formerly  
**1392 ELLETT LLC**  
INSTRUMENT# 2016001977  
TM# 80-A 69, PID 017036

PID 031667 (80-A-27A)  
16.363 ORIGINAL (PER SURVEY)  
14.469 ACRES REVISED

**16**

12" WHITE OAK FOUND

PID 004959  
43.443 ORIGINAL (PER SURVEY)  
24.071 ACRES REVISED

**17**

PID 004960  
42.220 ORIGINAL (PER SURVEY)  
34.415 ACRES REVISED

**18**

PID 032573  
0.418 ORIGINAL (PER SURVEY)  
0.00 ACRES REVISED

**19**

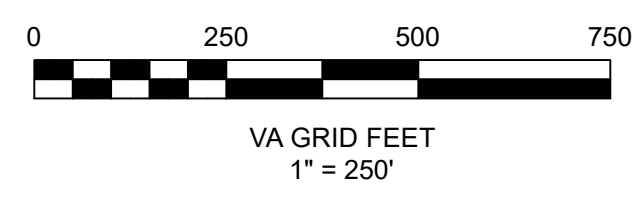
Now or Formerly  
**SUSAN D. SCOTT**  
DEED BOOK 870 PAGE 273,  
PLAT BOOK 16 PAGE 313  
TM# 80-A 26C, PID 032439

PID 004951  
1.417 ORIGINAL (PER SURVEY)  
30.906 ACRES REVISED

IRON SET S 32°06'27" E  
13.57' FROM CORNER

**SYMBOL LEGEND UNLESS NOTED OTHERWISE**  
● IRON ROD FOUND  
○ IRON ROD SET  
○ POINT ALONG R/W NOTHING SET

COMMONWEALTH OF VIRGINIA  
*Chris Pappas*  
CHRISTOPHER J. PAPPAS  
Lic. No. 2633  
JULY 26, 2024  
LAND SURVEYOR



LINES L1 THROUGH L5, C1 AND C2 ARE WITH THE R/W OF THE RAILROAD

**GREEN FOREST SURVEYS, LLC**  
WWW.GREENFORESTSURVEYS.COM  
P.O. BOX 121, FAIRFIELD, VA 24435 (540) 261-1077





Property Type: Land

Address: 0 Simmons RD, Christiansburg, VA 24073



List Number: 911036  
List Price: \$1,950,000  
Land Type: Land (Acreage)  
Land Sub-Type: Undeveloped  
Total Acreage: 271.69  
Lot Dimensions:  
Municipality: Montgomery County

Status: Active  
Subdiv Map:  
Lot: 0  
Block: 0  
Section: 0  
Zoning Code: A1  
Tax ID: 004956  
Annual Taxes: \$12,079  
Manufactured Allowed: No

Listing Type: Exclusive Right to Represent Seller  
Major Area: 10 - Montgomery County  
Area: 1000 - Montgomery County  
Subdivision: NA  
Phase: 0

Price Per Acre:  
Acres Fenced:  
Acres Cleared: 71  
Acres Wooded: 200

Road Frontage:  
Water Class: N/A  
Water ID:  
Length of Waterfront:

Elementary School: Other - See Remarks  
Middle School: Other - See Remarks  
High School: Other - See Remarks

Directions: Tracts 4-15 & 20: From Christiansburg, US-11/US-460 (Roanoke St.) to Right on Simmons Rd NE. Tracts 1-3: From Christiansburg, US-11/US-460 (Roanoke St.) to Right on Teel St NE. Tracts 16-19: From I81

Public Remarks: Live & Online Auction Thursday, October 31 at 2pm at The Inn at VA Tech & Skelton Conf. Center. Development Tracts - Home Sites - Recreational Tracts This magnificent 271.69+/- acre country estate is located in Montgomery County and the town of Christiansburg, Virginia! Offered in multiple tracts (19) & a good mix of rolling pastures & mixed hardwoods. The property also boasts a 3921+/- SF Two - Story Home that includes 7 bedrooms & 4.1 baths with an attached 2-car garage. Several tracts offer long range views of the surrounding mountains. This property offers multiple uses & is in a prime location! The list price is a requirement of the MLS but is not reflective of the reserve price & only the recommended starting bid & non-reflective of value. Property has been subdivided & acreage is

Land Description: Rolling Hills  
Bldgs on Property: Barn; Hay Shed  
Misc Features: Pond  
Property Description: Views; Wooded  
Documents Available: Survey; Topo / Aerial Map  
Electric Description: Available

Water Description: None  
Sewer Description: None  
Limited Service: Not Limited Service

List Date: 09/17/2024

Days On Market: 2  
Cumulative DOM: 2

POA Y/N: No  
POA Terms:  
POA Dues:

Information is deemed to be reliable, but is not guaranteed. © 2024 MLS and FBS. Prepared by Hannah Sprague, Firm Staff on Wednesday, September 18, 2024 4:55 PM. The information on this sheet has been made available by the MLS and may not be the listing of the provider.

Property Type: Residential - Detached

Address: 495 Simmons RD NE, Christiansburg, VA 24073



**List Number:** 911034  
**List Price:** \$395,000  
**Style of House:** 2 Story; Colonial  
**Property Sub-Type:** Single Family Residence  
**Year Built:** 1968  
**Construction Status:** Completed  
**Total Acreage:** 7.44  
**Lot Dimensions:**  
**Municipality:** Montgomery County  
**Listing Type:** Exclusive Right to Represent Seller  
**Major Area:** 10 - Montgomery County  
**Area:** 1000 - Montgomery County  
**Subdivision:** NA  
**Phase:** 0

**Status:** Active  
**Subdiv Map:**  
**Lot:** 0  
**Block:** 0  
**Section:** 0  
**Zoning Code:** A1  
**Tax ID:** 004952  
**Annual Taxes:** \$3,328

<b>Entry Above Grd Fin SQFT:</b>	1,960	<b>Detached Above Grd Fin SQFT:</b>	
<b>Upper Above Grd Fin SQFT:</b>	1,960	<b>Total Above Grd Fin SQFT:</b>	3,920
<b>Other Above Grd Fin SQFT:</b>	0	<b>Total Fnshtd SqFt:</b>	3,920
<b>Entry Below Grd Fin SQFT:</b>		<b>Total Unfin SQFT:</b>	0
<b>Lower Below Grd Fin SQFT:</b>		<b>Grand Total Attached SQFT:</b>	3,920
<b>Other Below Grd Fin SQFT:</b>			

<b>Total Bdrm:</b>	7	<b>Basement Y/N:</b>	Yes	<b>Elementary School:</b>	Other - See Remarks
<b>Total F Baths:</b>	4	<b>Basement:</b>	Walkout - Full	<b>Middle School:</b>	Other - See Remarks
<b>Total H Baths:</b>	1	<b># Add Cov Spaces:</b>		<b>High School:</b>	Other - See Remarks
<b>Prim. Covered Prking:</b>	Garage Attached	<b>Addl Covered Parking SQFT:</b>		<b>Water ID:</b>	
<b># Prim Cov Spaces:</b>		<b>Total Cov'd Prk Spc:</b>	0	<b>Water Class:</b>	N/A
<b>Primary Covered sqft:</b>		<b>Uncovered Parking:</b>		<b>Length of Waterfront:</b>	
<b>Add'l Covered Parking:</b>		<b>Uncovered # Spaces:</b>			

**Directions:** From Christiansburg: US-11/US-460 (Roanoke St) to Right on Simmons Rd. NE.  
**Public Remarks:** Live & Online Auction Thursday, October 31 at 2pm at The Inn at VA Tech & Skelton Conf. Center. Development Tracts - Home Sites - Recreational Tracts This magnificent 3921± SF Two - Story Home includes 7 bedrooms & 4.1 baths w/attached 2-car garage & is situated on 7.441 acres (Auction Tract 7). There are hardwood & tile floors throughout the home. Office with built-ins adjoins the primary bedroom with a spiral staircase that leads to additional space (office or workout room). Large level lot with long range view. Property is served by public water. This property is one of 18 tracts being offered. The list price is a requirement of the MLS but is not reflective of the reserve price & only the recommended starting bid & non-reflective of value. Property has been subdivided & acreage is

		Room Name	Level	Remarks
<b>Lot Description:</b>	Cleared; Level Lot	Bedroom 2	Upper	
<b>Construction:</b>	Brick	Bedroom 3	Upper	
<b>Heating:</b>	Forced Air Electric; Heat Pump Electric	Bedroom 4	Upper	
<b>Cooling:</b>	Central Cooling	Bedroom 5	Upper	
<b>Fireplace:</b>	# Fireplaces: 1; Den	Bedroom 6	Upper	
<b>Interior Features:</b>	Book Shelves; Breakfast Area; Gas Log Fireplace; Walk-in-Closet	Bedroom 7	Entry	
<b>Exterior Features:</b>	Covered Porch; Patio; Paved Driveway	Breakfast Area	Entry	
<b>Appliances:</b>	Dishwasher; Refrigerator; Range Electric	Dining Room	Entry	
<b>Misc Features:</b>	Cable TV; Horses Permitted	Family Room	Entry	
<b>Floors:</b>	Tile - i.e. ceramic; Wood	Foyer	Entry	
<b>Porch:</b>	Front Porch; Rear Porch	Kitchen	Entry	
<b>Water Description:</b>	Public Water	Laundry	Entry	
<b>Sewer Description:</b>	Private Septic	Living Room	Entry	
<b>Water Heater Type:</b>	Tank	Primary Bedroom	Entry	
<b>Water Htr Energy:</b>	Electric	Office	Entry	
<b>Internet Access:</b>	Cable; Cur'nt Internet Prov: Broadband			
<b>Primary Bedrooms:</b>	Primary BR Entry Lvl: 1; Primary BR Upper Lvl: 0; Primary BR Lower Lvl: 0; Primary BR Other Lvl: 0			
<b>Bedrooms:</b>	BR Entry Level: 1; BR Upper Level: 6; BR Lower Level: 0; BR Other Level: 0			
<b>Full Baths:</b>	Full Baths Entry Lvl: 1; Full Baths Upper Lvl: 3; Full Baths Lower Lvl: 0; Full Baths Other Lvl: 0			
<b>Half Baths:</b>	Half Baths Entry Lvl: 1; Half Baths Upper Lvl: 0; Half Baths Lower Lvl: 0; Half Baths Other Lvl: 0			
<b>Limited Service:</b>	Not Limited Service			

**List Date:** 09/17/2024  
**Days On Market:** 2  
**Cumulative DOM:** 2  
**POA Y/N:** No  
**POA/Condo Terms A/M:**  
**POA/Condo Dues:**

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LINA C. DEVORE ESTATE MONTGOMERY COUNTY, VIRGINIA  
*FOR AUCTION TRACTS 2-15 & 20 ONLY*  
**Covenants and Restrictions**

1. These covenants and restrictions are made covenants running with the land and shall be binding on all lot owners, their heirs, devisees or assigns for a period of thirty (30) years from the date hereof.
2. No noxious animals, i.e., commercial pig or poultry, or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become obnoxious, a nuisance or a health hazard to the neighborhood. This does not prevent having horses, cattle or other such livestock except for feedlots as defined by the USDA.
3. No structure of a temporary character, trailer, single-wide, double-wide, triple-wide or manufactured home built on a steel frame, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at anytime as a residence, either temporarily or permanently.
4. No residence shall have exposed concrete, cinder block, or masonry foundation extend above finish grade so as to be visible from an adjoining property. All foundations must be brick, stone or decoratively finished masonry.
5. Trash, garbage or other waste shall not be kept except in sanitary containers. No tractor-trailers, non-operating vehicles or unlicensed automobiles, unused objects or apparatus, or clutter of any kind shall be permitted to remain on any parcel or any portion thereof.
6. Dwellings shall be well maintained so as to prevent unsightly conditions or the structure falling into disrepair.
7. Should any proceeding at law or in equity decree that any one or part of any one of the foregoing Covenants and Restrictions be declared invalid, the same will not invalidate all or any part of the remaining covenants and restrictions.

Buyer acknowledgement:

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date

\_\_\_\_\_  
BUYER

\_\_\_\_\_  
Date

## ROAD MAINTENANCE AGREEMENT

### For Auction Tracts 5-15 & 20 Private Drive of Lina C. Devore Estate

#### WITNESSETH:

WHEREAS, the property more particularly described in the attached contract may be situated along a private road which serves as access to and from the State-maintained road and/or has a private road crossing it which provides access to other parcels; and

WHEREAS, the undersigned are advised that various lending institutions require execution of a private road maintenance agreement to deal with private road maintenance, and they have determined that it is in their best interest to establish a roadway maintenance agreement for purposes of providing for the upkeep and maintenance of said private road.

In order to deal with these issues, the Buyer acknowledges and agrees that:

- 1) If located on a private road, the aforesaid private road constitutes the main access to and from its residence or property to the State-maintained road.
- 2) If the property that is the subject of this contract has a private road across it, Buyer acknowledges that an easement for ingress and egress over said private road will be reserved in the deed to Buyer.
- 3) The undersigned covenant and agree that each property owner along said private road shall have unobstructed right of ingress and egress over said private road to and from their respective residences or property.
- 4) Buyer acknowledges that an easement for utilities will be reserved in its deed so that utility lines can be installed and maintained within the area reserved for the private road that crosses its property.
- 5) Buyer agrees that it is in the best interest that said private road shall be maintained in good and passable condition as a gravel/dirt drive and that they will share equally in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road at the time of the closing. An annual fee of \$500.00 (per lot or parcel served by the road) for the first year payable at closing to Woltz & Associates, Inc., as escrow agent, and \$500.00 for each year thereafter will be collected from the undersigned once a year to provide for private maintenance. In the event additional money is needed to maintain or improve the private road, a majority vote of all the owners who use the road must agree in writing of any additional assessment over the \$500.00 annual fee. In the event it is necessary to take legal action to enforce any term of this agreement, the prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this agreement.
- 6) No gates shall be erected that would block a private road.

- 7) The property owners subject to this RMA will elect a custodian to collect and disburse monies from the road maintenance fee account. The custodian will be a property owner subject to this RMA. Each property owner shall have one (1) vote for each Tract owned. Upon election of the custodian, the funds collected from closings by the escrow agent will be disbursed to the custodian for deposit into the road maintenance fee account.
- 8) The custodian of the road maintenance account will prepare and distribute to the herein affected property owners an annual income and expense report and a year-end balance sheet accounting for all funds received and disbursed.

This agreement is intended to be binding on all parties who own property or residences along said private road, their heirs and assigns, as well as any future owner who is given rights to said private road.

Buyer acknowledgement:

\_\_\_\_\_

Buyer

\_\_\_\_\_

DATE

\_\_\_\_\_

Buyer

\_\_\_\_\_

DATE

## **ROAD MAINTENANCE AGREEMENT**

### **For Auction Tracts 16-18 Private Drive of Lina C. Devore Estate**

#### WITNESSETH:

WHEREAS, the property more particularly described in the attached contract may be situated along a private road which serves as access to and from the State- maintained road and/or has a private road crossing it which provides access to other parcels; and

WHEREAS, the undersigned are advised that various lending institutions require execution of a private road maintenance agreement to deal with private road maintenance, and they have determined that it is in their best interest to establish a roadway maintenance agreement for purposes of providing for the upkeep and maintenance of said private road.

In order to deal with these issues, the Buyer acknowledges and agrees that:

- 1) If located on a private road, the aforesaid private road constitutes the main access to and from its residence or property to the State-maintained road.
- 2) If the property that is the subject of this contract has a private road across it, Buyer acknowledges that an easement for ingress and egress over said private road will be reserved in the deed to Buyer.
- 3) The undersigned covenant and agree that each property owner along said private road shall have unobstructed right of ingress and egress over said private road to and from their respective residences or property.
- 4) Buyer acknowledges that an easement for utilities will be reserved in its deed so that utility lines can be installed and maintained within the area reserved for the private road that crosses its property.
- 5) Buyer agrees that it is in the best interest that said private road shall be maintained in good and passable condition as a gravel/dirt drive and that they will share equally in the cost of maintaining said private road to keep it in a state of repair that is, at a minimum, as good as the condition of the private road at the time of the closing. An annual fee of \$500.00 (per lot or parcel served by the road) for the first year payable at closing to Woltz & Associates, Inc., as escrow agent, and \$500.00 for each year thereafter will be collected from the undersigned once a year to provide for private maintenance. In the event additional money is needed to maintain or improve the private road, a majority vote of all the owners who use the road must agree in writing of any additional assessment over the \$500.00 annual fee. In the event it is necessary to take legal action to enforce any term of this agreement, the prevailing party shall be entitled to collect reasonable attorney's fees for enforcement of this agreement.
- 6) No gates shall be erected that would block a private road.

- 7) The property owners subject to this RMA will elect a custodian to collect and disburse monies from the road maintenance fee account. The custodian will be a property owner subject to this RMA. Each property owner shall have one (1) vote for each Tract owned. Upon election of the custodian, the funds collected from closings by the escrow agent will be disbursed to the custodian for deposit into the road maintenance fee account.
- 8) The custodian of the road maintenance account will prepare and distribute to the herein affected property owners an annual income and expense report and a year-end balance sheet accounting for all funds received and disbursed.

This agreement is intended to be binding on all parties who own property or residences along said private road, their heirs and assigns, as well as any future owner who is given rights to said private road.

Buyer acknowledgement:

\_\_\_\_\_

Buyer

\_\_\_\_\_

DATE

\_\_\_\_\_

Buyer

\_\_\_\_\_

DATE





**WOLTZ**  
**& ASSOCIATES**  
 INC.  
 BROKERS & AUCTIONEERS

23 FRANKLIN ROAD 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 31 day of October 2024, between Lina C. Devore Estate, Kenneth I. Devore, Jr. - Executor ("**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 in the County of Montgomery, \_\_\_\_\_ as shown and 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 **NONREFUNDABLE** deposit of: \_\_\_\_\_ Dollars (\$\_\_\_\_\_ ) ("**Deposit**") by \_\_\_\_\_ [**Insert Check, Cash, or Wire**] 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 January 7, 2025 (the "**Settlement Date**"). If closing does not occur on or before Settlement Date, 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 but subject to all rights, reservations, covenants, conditions, easements, rights-of-way, and restrictions of record, as the same may lawfully apply to the Property, and to all matters which would be disclosed by a survey and inspection of the Property.

**LEAD PAINT:** 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.

**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 ( X ) is not located within a development which is subject to the Virginia Property Owners Association Act (Sections 55.1-1800 et. seq. of the Code of Virginia) (the "Act").

**MECHANIC'S LIEN DISCLOSURE:** (a) Virginia law (Virginia Code §43-1 et seq.) permits persons performing labor or furnishing materials of the value of \$50 or more, including the reasonable rental or use value of equipment, for site development improvements and/or for the construction, removal, repair or improvement of any building or structure permanently annexed to the Property shall have a lien, if perfected, against the Property. This lien may be filed at any time after the work is commenced or the material is furnished, but not later than 90 days from the last day of the month in which the lienor last performs labor or furnishes materials, and in no event later than 90 days from the time such building or structure is completed or the work thereon is otherwise terminated. **AN ENFORCEABLE LIEN FOR WORK PERFORMED OR MATERIALS PROVIDED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.**

(b) 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, all offers shall be presented and considered without regard to race, color, religion, national origin, sex, elderliness, familial status or handicap as well as all classes protected by the laws of the United States, the Commonwealth of Virginia and applicable local jurisdiction.

**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](http://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 sales price of the Property pursuant to the terms of the Listing Contract.

**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.

**TERMS AND CONDITIONS:** This Property is being sold "AS IS, WHERE IS." Buyer agrees to comply with all terms and conditions. The Buyer's decision to purchase is based upon Buyer's due diligence rather than upon any information provided by Agent, its agents, and representatives.

Except for the warranty of title in the deed delivered at closing, Seller makes no warranty or representation of any kind, express or implied, as to the condition, quality, or fitness for a particular purpose of the Property or any portion thereof, and in no event shall Seller be liable for any consequential or punitive damages under this Agreement or with respect to the Property. The Property is sold subject to applicable zoning.

**COUNTERPARTS:** This Agreement may be signed in one or more counterparts, each of which is deemed to be an original, and all of which shall together constitute one of the same original. Documents obtained via facsimile machines or email shall also be considered as originals.

**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, provided that the non-exchanging party shall not incur any additional costs due to the exchange of the other 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:** \_\_\_\_\_

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**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.

[Signatures on next page]

WITNESS the following signatures and seals.

\_\_\_\_\_(Seal) \_\_\_\_\_  
Buyer Date

\_\_\_\_\_(Seal) \_\_\_\_\_  
Buyer Date

**SELLER: Lina C. Devore Estate, Kenneth I. Devore, Jr., Executor**

\_\_\_\_\_(Seal) \_\_\_\_\_  
Date

\_\_\_\_\_(Seal) \_\_\_\_\_  
Date

Deed To: \_\_\_\_\_

Agent: Woltz & Associates, Inc.

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: Agent

Buyer's Address: \_\_\_\_\_

\_\_\_\_\_

Buyer's Phone: \_\_\_\_\_

Buyer's Email: \_\_\_\_\_

Buyer's choice of settlement services: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

BROKER PARTICIPATION

Participation Firm: \_\_\_\_\_

Firm Phone No.: \_\_\_\_\_ Fax No.: \_\_\_\_\_

Selling Agent: \_\_\_\_\_

Agent's Phone: \_\_\_\_\_

Agent's Email: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

# Please Visit Woltz.com

Under “AUCTIONS” you will scroll down to find “271+/- AC LINA C. DEVORE ESTATE AUCTION”

You will find more information at the Bottom in PDF Format:

Title Commitments Available

Maps

Plat

And More!

# WOLTZ & ASSOCIATES, INC

## AUCTION INFORMATION

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**November 13, 2024 – Commercial Land Lot, Hampton, Virginia.** 10.73± Acres, Zoned C-3, Fronting on a main corridor in Hampton, Virginia. Partially wooded and flat. For more information, please see [woltz.com](http://woltz.com) or contact Reaves Ward at 540-597-4607 or Woltz & Associates at 540-342-3560.

**November 14, 2024 – Industrial Property & Equipment, Roanoke, Virginia.** 7.4± Acres Offered in 2 Tracts, Zoned I-1, 11,239 SF Office/Warehouse, Built in 1992. Fronting on busy road in Roanoke. Real Estate and Equipment/Personal Property to be sold in one day. For more information, please see [woltz.com](http://woltz.com) or contact Reaves Ward at 540-597-4607 or Woltz & Associates at 540-342-3560.

**November 15, 2024 – Wohlfahrt Haus Dinner Theatre, House & Lot, Wytheville, Virginia.** Fully operational dinner theatre and restaurant with bier garden on 2.93+/- ac. visible from the junction of I-77 & I-81. The 19,300+/- SF building has a current occupancy permit for 300 (480 on building plan) and 101 parking spaces. Prime location for hotel, retail or other business. Zoned B-2. Also included in sale: 2,322+/- SF house currently used to accommodate theatre cast members and an adjoining 10,500+/- SF lot. Zoning is R-2. Properties will be offered separately and in combination. For more information, please see [woltz.com](http://woltz.com) or contact Jonna McGraw at 540-580-0052 or Woltz & Associates at 540-342-3560.



**WOLTZ & ASSOCIATES**  
INC.  
BROKERS & AUCTIONEERS VA #321

