

**SEALED BID REAL ESTATE
AUCTION BIDDER
INFORMATION & SUBMISSION
PACKET**

Valuable Parking Lot in Downtown
Roanoke. 16 Parking Spaces Located at
the Corner of Luck Ave & First St.

Two Round Sealed Bid Auction:

**FIRST ROUND BIDS DUE ON OR BEFORE:
Tuesday, June 16, 2026 By 12:00PM EDT**

**SECOND ROUND BIDS DUE ON OR BEFORE:
Thursday, June 18, 2026 By 12:00PM EDT**

**Auction Bids will be Opened At:
23 Franklin Rd. Roanoke, VA 24011**

**For further information, please contact
Woltz & Associates Inc. 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.

Downtown Parking Lot, 506 1st Street SW, Roanoke, VA

Terms & Conditions of the Sealed Bid Auction

This Auction is being conducted subject to the Terms and Conditions of Sale and the Sealed Bid Auction Real Estate Purchase Agreement.

1. **BIDDER'S INFORMATION PACKET:** Detailed Bidder's Information Packets containing the Sealed Bid Auction Real Estate Purchase Agreement and bidding instructions are available via email, fax, mail or available by download at <https://www.woltz.com/auctions/1057/>
2. **AUCTION SALE AND BIDDING:** The property is hereby offered by a two round sealed bid auction subject to Seller confirmation. The property is being sold "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. To participate and bid in Round One of the auction, purchaser must submit their fully executed Sealed Bid Auction Real Estate Purchase Agreement to Auction Company on or before 12:00 p.m. EDT, June 16, 2026. The Woltz & Associates Inc. office is located at 23 Franklin Road, Roanoke, VA 24011.
3. **BID OPENING:** Bids will be opened at the office of Woltz & Associates, Inc. at 12:30 p.m. EDT on June 16, 2026. The bidders submitting the three highest bids will be notified by 5:00 p.m. EDT that they are entitled to enter the final round of bidding. These bidders may submit a higher bid using the Sealed Bid Real Estate Purchase Agreement ("Contract"). If a bidder does not place a higher bid, the original Contract submitted by the bidder will be considered the bid for the second round of bidding. Final bids will be due by 12:00 p.m. EDT on Thursday, June 18, 2026. The second round Bids will be opened at 12:30 p.m. EDT on June 18, 2026, and the top bidder will be announced. **All bids are final.** The final accepted offer will require a 10% deposit by **cashier's or personal check** payable to Woltz & Associates Inc. Escrow Account within 24 hours of contract ratification.
4. **TIE BIDS:** In the event of any tie bids, Seller may accept the bid of Seller's choice, or Seller may elect to allow the tie bidders to make their best and final offer within one business day.
5. **AGENCY: THE REAL ESTATE COMPANY AND ITS REPRESENTATIVES REPRESENT THE SELLER.**
6. **BUYER'S PREMIUM:** A Five percent (5%) buyer's premium must be added to the high bid to determine the total Purchase Price.
7. **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.
8. **ACCESS TO PROPERTY & LIABILITY:** Bidders inspecting property enter at their own risk. Auction Company assumes no risk for bodily injury or damage to personal property.
9. **REAL ESTATE DEED AND SETTLEMENT:** The real estate will be conveyed by a special warranty deed free and clear of liens; subject, however, to any rights of way, easements, agreements, and restrictions of record. The balance of the purchase price is due at settlement which shall be on or before July 18, 2026.
10. **BOUNDARIES ON AERIAL PHOTOS:** Boundaries on aerial photos are approximate.

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. All information contained in advertising, brochures, maps, and other materials is believed to be accurate but is not guaranteed.

BROKER PARTICIPATION:

Any appropriately licensed Virginia broker whose agent properly registers the successful high bidder will be paid a 2% commission based upon the contract sales price, 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 is attached to the Sealed Bid Auction Real Estate Purchase Agreement and must be received in the office of Woltz & Associates, Inc. or by email at hannah@woltz.com no later than 12:00p.m. EDT on Tuesday, June 16, 2026. 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 and represent only ONE Bidder for this auction.

TWO ROUND SEALED BID INSTRUCTIONS FOR SUBMITTING A SEALED BID

Initial Sealed bids may be submitted up and until 12:00 p.m., Eastern Daylight Time (EDT) on Tuesday, June 16, 2026. The following procedures must be followed in order to place a sealed bid. *All Bidders must submit a First Round Bid to be eligible to bid in the Second Round *

Please contact Jim Woltz (540-353-4582 mobile) or at Woltz & Associates, Inc. (540-342-3560 office) if you have any questions regarding the procedure.

The Real Estate Bidder Packet includes a document entitled "Sealed Bid Auction Real Estate Purchase Agreement."

Please complete and submit the Sealed Bid Auction Real Estate Purchase Agreement signed by the bidder ("Buyer").

INSTRUCTIONS FOR COMPLETING THE SEALED BID AUCTION REAL ESTATE PURCHASE AGREEMENT

Page 1

Agency Disclosure:

Check "A" If you are not represented by a Broker.

Check "B" If you are represented by a Broker.

Date and Buyer's Name:

Insert the date the Buyer is submitting the Contract and the name of the Buyer.

Purchase Price:

- A. Insert bid amount.
- B. Insert Buyer's Premium (5% of the bid amount entered on line A).
- C. Insert the Purchase Price (the total of lines A and B)
- D. Initial deposit is \$5,000 and must accompany this Agreement. The deposit shall be made payable to Woltz & Associates Inc. by cashier's check, personal check, or by wire transfer. Check applicable line for form of initial Deposit.

Buyer's Initials:

Buyer initial bottom of page in space indicated.

Page 2

Buyer's Initials: Buyer initial bottom of page in space indicated.

Page 3

Buyer's Initials: Buyer initial bottom of page in space indicated.

Page 4

Buyer Signature:

Buyer must sign and date. Each buyer must sign and date.

If the Buyer is an existing entity, write in the name of the entity and the title of the person who is signing on behalf of the entity. For example:

ABC, Inc.

By: _____

Its: _____

Deed To:

Insert Name/Entity to whom Buyer would like deed conveyed.

Buyer Contact Information:

Complete Buyer's mailing address, telephone number and email address.

Settlement Services:

Complete information regarding Buyer's choice of closing attorney or settlement agent.

Buyer's Initials:

Buyer initial bottom of page.

Page 5

Broker Participation: If represented, participating broker must complete Broker Participation section.

IMPORTANT NOTICE: IN ORDER TO BE CONSIDERED, THE BID MUST BE ACCOMPANIED BY A DEPOSIT IN THE FORM OF A CASHIER'S CHECK, PERSONAL CHECK OR WIRE TRANSFER.

INITIAL BID DEADLINE: The deadline for placing a First-Round bid is 12:00 Noon, Eastern Daylight Time, June 16, 2026. Auction Company and Seller are not required to accept sealed bids received after this time.

PLACEMENT OF BID: Submit an original signed copy of the Sealed Bid Auction Real Estate Purchase Agreement along with the required Deposit and Bidder's Packet with purchaser's initials on the front cover. Bids may be submitted in person at the office of Woltz & Associates, Inc. Monday through Friday, 8:30-5:00 pm. The physical and mailing address for in person, mail or overnight deliveries is:

Woltz & Associates, Inc.
Attn: Hannah Phillips
23 Franklin Road SW
Roanoke, Virginia 24011

Note: Bids may also be emailed to Hannah@woltz.com along with the Deposit by wire transfer.

Deposit by Cashier's Check: The cashier's or personal check for the Deposit must be made payable to Woltz & Associates, Inc. Escrow Account and must accompany the Contract when it is submitted.

Deposit by Wire Transfer: The wire transfer must be completed prior to the bid deadline. Please contact Hannah Phillips at 540-342-3560 (office) for wiring instructions. You may also contact Kelly Kiser at the office of Woltz & Associates, Inc. at 540-342-3560 Monday through Friday between 9 a.m. and 5 p.m. for wiring instructions.

If the deposit is being made by wire transfer, the Buyer must complete and submit the **Earnest Money Deposit Wiring Notification**. This form must be sent by email or fax to Woltz & Associates, Inc., in order for the company to have notice that the deposit is being wired and to confirm receipt. The email address and fax number are provided on the Earnest Money Deposit Wiring Notification form.

Deposits submitted with bids not accepted by Seller will be mailed to the respective bidders by U.S. mail on or before June 22, 2026.

OPENING OF INITIAL BIDS & SECOND ROUND OF BIDDING

The First Round Bids will be opened at the office of Woltz & Associates, Inc. at 12:30 p.m. EDT on June 16, 2026. The bidders submitting the three highest bids will be notified by 5:00 p.m. EDT that they are entitled to enter the second/final round of bidding. These bidders may submit a higher bid using the Sealed Bid Real Estate Purchase Agreement ("Contract"). If a bidder does not place a higher bid, the original Contract submitted by the bidder will be considered the bid for the second round of bidding. Second/Final bids will be due by 12:00 Noon EDT on Thursday, June 18, 2026. Bids will be opened at 12:30 p.m. EDT on June 18, 2026, and the top bidder will be announced.



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

SEALED BID AUCTION REAL ESTATE PURCHASE AGREEMENT

IMPORTANT NOTICE: This Agreement must be completed and delivered to Woltz & Associates, Inc. on or before 12:00PM, EDT, June 16, 2026.

(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 Buyer as the Buyer’s agent.

THIS AGREEMENT OF PURCHASE AND SALE (**‘Agreement’**) made and entered into this _____ day of _____ 2026, between: The Estate of John Robert Hildebrand, (**“Seller”**) and _____, (**“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 and all improvements thereon having an address of 506 1st Street SW, Roanoke, Virginia 24011 located in the City of Roanoke, further identified as Parcel ID #1012702 containing approximately 0.1135± acres (the **“Property”**), and subject to the attached month-to-month lease (See Exhibit A). (Complete legal description to be furnished in Deed)

PURCHASE PRICE: The **“Purchase Price”** of the Property is as follows:

- A. **Bid** (the Bid for the Property) \$ _____
- B. **Buyer’s Premium** (equal to Five percent (5%) of Bid above) \$ _____
- C. **Total Purchase Price** (equal to A plus B above) \$ _____
- D. The Buyer has made the **Initial Deposit** \$ _____ 5,000

The **Deposit** has been made by the Buyer at the time of the signing of this Agreement by (mark applicable line):

_____ cashier’s check or personal check made payable to **Woltz & Associates Inc. Escrow Account** or
 _____ wire transfer to **Woltz & Associates Inc. Real Estate Escrow Account.**

If the Bid is accepted by the Seller, the Deposit shall be placed in and held in escrow until final settlement. The account may be interest-bearing, and the Buyer and Seller waive any claim to interest resulting from such Deposit. If the bid is not accepted, the Deposit will be mailed to the Buyer on or before June 22, 2026, by U.S. mail.

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 **July 18, 2026** (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.

CONVEYANCE OF PROPERTY: The Seller agrees to convey the 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 being conveyed subject to any recorded covenants, conditions, easements, and restrictions.

MECHANIC'S LIEN DISCLOSURE: An effective lien for work performed or finishing materials prior to settlement may be filed after settlement. 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.

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: Should either party hereto default in the performance of its part of this Agreement, the party so defaulting agrees to pay Woltz & Associates, Inc., the full commission the Agent is entitled to by virtue of securing this Agreement. Should the Buyer be the defaulting party, Woltz & Associates, Inc., shall have the right to apply all monies held in escrow toward its costs incurred in the sale of the Property and toward Agent's commissions due under this Agreement.

COMMISSION: The Seller agrees to pay cash to the Agent for its services, a commission on the contract sale price of the Property pursuant to the terms of the existing contract with Seller.

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 OF SALE: This Property is being sold "AS IS, WHERE IS." Buyer agrees to comply with all Terms and Conditions of Sale and acknowledges receipt and understanding of the Sealed Bid Real Estate Auction Bidder Packet prior to bidding. The Buyer's decision to purchase is based upon the Buyer's due diligence rather than upon any information provided by the Seller, Agent, or their respective agents and/or representatives.

ADDITIONAL TERMS AND CONDITIONS: _____

COUNTERPARTS / FACSIMILIES AND ELECTRONIC SIGNATURES: 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 and the same original. Documents obtained via facsimile machines or electronic transmission shall also be considered 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. 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 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: The buyer has the right to select a settlement agent to handle the closing of this transaction. The settlement agent's role in closing the 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, the 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.

Escrow, closing and settlement service guidelines: There are 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 the Consumer Real Estate Settlement Protection Act.

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

[Signatures on Next Page]

WITNESS the following signatures and seals.

BUYER (Seal) _____
Date

BUYER (Seal) _____
Date

SELLER: The Estate of John Robert Hildebrand

By: _____ (Seal) _____
Date

Its : _____

WOLTZ & ASSOCIATES, INC., AUCTION COMPANY

By: _____
Its: Agent

Deed To: _____

Buyer's Address: _____

Buyer's Telephone No.: _____

Buyer's Email Address: _____

Buyer's Closing Attorney/Settlement Agent: _____

Attorney/Settlement Agent's Address: _____

Attorney/Settlement Agent's Telephone No.: _____

BROKER PARTICIPATION

Note: A fully completed Broker Participation Application must be submitted to Agent prior to or with this Agreement in order to be considered. In order to be considered for broker participation, all terms of Broker Participation described in the auction brochure included in the Sealed Bid Real Estate Auction Bidder Packet must be met.

Participation Firm: _____

Firm Phone No.: _____ Fax No.: _____

Selling Agent: _____

Agent's Phone: _____

Agent's Email: _____

Agent's Signature: _____

Earnest Money Deposit Wiring Notification

For Woltz & Associates, Inc. Auction #1057- 16 Parking spots in Downtown Roanoke, VA

Buyer please note, this form is necessary only if you are making your deposit by wire transfer. This form is not necessary if you are making your deposit by cashier's check to be submitted with your bid.

For wire transfer instructions contact:

Hannah Phillips, hannah@woltz.com 800-551-3588 or (540) 342-3560

Kelly Kiser, kelly@woltz.com 800-551-3588 or (540) 342-3560

Buyer, _____, is hereby notifying the offices of Woltz & Associates, Inc. Brokers & Auctioneers that Buyer is making their Deposit, required by the Sealed Bid Auction Real Estate Purchase Agreement, by wire transfer per the Instructions For Submitting A Bid and the Sealed Bid Auction Real Estate Purchase Agreement.

Deposit amount: Five Thousand Dollars (\$5,000)

For Auction Property: Auction #1057- 16 Parking spots in Downtown Roanoke, VA

Buyer Name: _____

Date of wire transfer: _____

Buyer, please email or fax this form to:

Woltz & Associates, Inc. - email: hannah@woltz.com or Fax (540) 342-3741

WOLTZ & ASSOCIATES, INC

AUCTION INFORMATION

June 10, 2026- Smith Mountain Lake Campground, Penhook, Virginia: Special Commissioners Auction being held at The Pavilion at Black Water Junction. This auction is an opportunity to purchase and existing campground that features 8.928± acres, 36 campsites, and stellar views. For more information, visit Woltz.com/auctions/1059 or contact Russell Seneff at (540) 765-7733.

June 30, 2026-Fayette and Raleigh Counties, West Virginia: Real Estate Auction where 6,284± acres will be auctioned off in 19 tracts. These tracts offer stunning views, investment opportunities, and more. The auction will be held at the Tamarack Conference Center in Beckley, West Virginia. For more information, visit Woltz.com/auctions/1062 or contact Woltz & Associates at (540) 342-3560.

July 8, 2026- Putman County, Florida- Real Estate: Confirmation Auction featuring a stunning custom log home, 19.5 additional acres of land, and an additional 1,378 SF ranch home in Northeastern Florida. For more information, visit Woltz.com/auctions/1061 or contact Russell Seneff at (540) 765-7733.

Considering an Auction? There are numerous benefits to selling by auction with Woltz & Associates. Auctions create buyer competition, reduce time on the market, and provide a high exposure sales approach. This allows the seller to maximize potential profit from property sold. Woltz & Associates has an experienced and professional staff that specializes in real estate auctions. With high-impact marketing campaigns, internet and email promotions, and print advertising, Woltz & Associates can help you successfully sell at auction! Visit us today at Woltz.com and see how we can help you.

