



859-252-SOLD

www.schradercommercial.com

444 E Main Street, Suite 110
Lexington, KY 40507

James M. Schrader,
Principal Auctioneer / Broker
859-288-5008

jschrader@schradercommercial.com

Terms & Conditions

1. The property to be sold is known as 109 Triport Road, Georgetown, Scott County, Kentucky. See Plat attached.
2. The property is to be sold at Absolute Auction in its "as is", "where-is" condition without any warranty or guaranty as to the physical condition of the property or any of the improvements thereon.
3. This is a non-contingent auction sale. Any information contained in the Property Information Package or otherwise obtained directly or indirectly from the Auctioneer and/or Seller is being presented to the best of the Auctioneer's and the Seller's actual knowledge without independent verification. Therefore, it is your sole and exclusive responsibility to inspect the property; review the documents relating to the property; access the accuracy and completeness of the information contained in the Property Information Package and any such other documents; and independently verify and confirm any estimates, projections, or assumptions relating thereto, none of which may be considered to be guaranties. In connection therewith, you have the sole and exclusive responsibility to select and consult with any and all professional advisors of your choosing in determining whether to bid at this auction. You acknowledge that you have relied exclusively on your own investigation and determinations and the advice of your own professional advisors, and expressly represent that you have not relied upon any information provided by the Seller or the Auctioneer in any way, whether through the Property Information Package or other documents, through the Auctioneer's website, or by any oral, written or electronic communications with the Auctioneer or the Seller, or otherwise.
4. The property was subject to a Corrective Action Plan in 2017 for an environmental contamination. The site was subsequently remediated in 2017, by Chase Environmental Group, Inc. A no further action letter was issued on April 24, 2017, by the Commonwealth's Energy and Environment Cabinet and is included in the property offering package for review.
5. All prospective Buyers must register prior to auction with the Agents to bid at the auction. A bid deposit in the amount of \$100,000 will be required to bid and will be credited toward the purchase price if you are the winning bidder. The bid deposit is to be in the form of a certified or cashier's check made payable to yourself which will be endorsed over to Schrader Auction Group, LLC if you are the winning bidder.



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6. The Purchaser must pay ten percent (10%) of the gross purchase price, less the \$100,000 submitted by the endorsement of the bid deposit, in certified funds or check with prior approval, immediately following the auction sale and must sign the Auction Purchase Contract. The balance of the purchase price shall be paid in certified funds within 45 days of the date hereof, with time being of the essence. The closing may be postponed only in accordance with the terms of the Auction Purchase Contract.
7. The property will be conveyed to the Purchaser in fee simple, by deed of general warranty, subject to the easements, restrictions and conditions of record, if any, affecting the property.
8. All taxes and assessments shall be prorated as of the closing. All rents will be prorated at the time of closing.
9. The property is to be sold as a single entity and shall include all permanent improvements located thereon but shall not include any movable personal property.
10. Sellers agree to deliver to Purchaser complete possession of the property at the time of the closing.
11. Sellers shall continue to maintain and insure property until the closing.

Announcements made the day of Sale take precedence over printed material or prior verbal statements.