

Higgins Holdings LTD , LLC, is offering for sale an approximately 5,445 square foot commercial building on 0.22 acres of land zoned B-1 in Lexington, Fayette County, Kentucky (“Property”).

1. The Owner reserves the option, at any time, and in Seller’s sole discretion to change these Terms and Conditions, accept, reject, not respond to an offer, or remove any or all of the Property from the market at any time.
2. Buyers will provide evidence, satisfactory to the Seller in its sole discretion, of cash on hand to purchase the property at its offering price or proof of financial capability from a lender at the time of submitting an offer.
3. Within three (3) days of Seller’s acceptance of the Offer, buyer will provide an earnest money deposit equal to or greater than 3% of the total purchase price. Earnest money deposits will be deposited in a non-interest bearing escrow account of Schrader Commercial Properties, or in a national title insurance company escrow account approved by Seller
4. The maximum due diligence period is 30 days from the date of contract execution by all parties. There will be no exceptions to this requirement and no extensions under any circumstances. Buyers should not submit a bid if they are unable to meet this requirement. All earnest money will be non-refundable after the expiration of the due diligence period
5. The closing will occur no later than 15 days after the end of the due diligence period. No extensions will be granted.
6. Seller will convey the Property by a Special Warranty Deed.
7. The Property is being sold in its “where is- as is” condition. The Seller provides no representations or warranties regarding the Property or its condition. Seller provides no representations or warranties regarding its former use or its environmental condition. The Seller provides no warranties or representations as to its permitted use.
8. Schrader Commercial Properties, LLC (“Schrader”) is acting as broker for Seller in this transaction and Seller shall be solely responsible to pay a commission to Schrader in connection with this Agreement.
9. The final approved purchase and sale agreement will contain other material terms and conditions, but will at a minimum incorporate all of the terms and conditions included in this document.

DISCLAIMER: All information provided as part of any offering package or otherwise is provided as a courtesy only. Prospective buyers are responsible for conducting their own due diligence regarding the property and any zoning requirements, covenants, restrictions, easements, agreements, encumbrances, etc. imposed on the Property.

Please submit all offers to Laura Adams at ladams@schradcommercial.com