



**26+/- Acres of Raw Land in
Spotsylvania County VA
Online Only Real Estate Auction
Bidding begins to close on Fri., March 2 at 1 pm
12113 Belfonte Road, Bumpass, VA 23024**

For information contact: Tony Wilson, Auction Coordinator – (540) 748-1359

Nicholls Auction Marketing Group

Corporate Office: (888) 357-2814

Offices through out Virginia to meet your needs

VAAF #729

On the web at: www.nichollsauction.com

Contact us by E-mail at: info@nichollsauction.com

Why use Nicholls Auction Marketing Group to sell your property?

Nicholls Auction Marketing Group has set and maintained an overall sales ratio in excess of 95% since 1980. Our standards for conducting an auction are simply higher, and the marketplace has responded, allowing us to be the leader in getting properties sold and closed. For property owners who are serious about selling—who wish to maximize their returns while reducing the time, risk and frustration of trying to sell through a traditional approach—our customized individual owner services are a perfect fit.

Nicholls Auction Marketing Group will customize and execute a results oriented auction marketing campaign that maximizes exposure and creates active competition for the purchase of your property. This results not only in full and current market value, but also preserves opportunities for greatest price, while limiting risk of lower price. Individual sellers also benefit from the convenience of controlled viewings, standardized terms and conditions of sale, and a known sale and closing date.

Our 40+ years experience is broad-based allowing us to bring together the necessary resources for a successful sale of practically any type of real, as well as personal property. For more information please go to nichollsauction.com and allow us the privilege to add your name to our growing lists of satisfied clients.

Nicholls Auction Marketing Group

Premier Service Since 1968



Property Location

**12113 Belfonte Road
Bumpass, VA 23024**

Description

ONLINE ONLY BIDDING. 26.22 +/- acres of raw land zoned A-3 in Spotsylvania County. Property will sell at or above starting bid of \$25,000.

The sellers have relocated to Florida and have contracted us to market and sell this 26 acres via online only bidding. This Spotsylvania County acreage is near Lake Anna and Lake Anna Winery and will sell at or above the starting bid of only \$25,000.

This property will be offered via ONLINE ONLY AUCTION. Please bid early and often and understand that bidding begins to close on Friday, March 2, 2018 @ 1:00pm Eastern.

- BID NOW.
- 26.22 +/- acres of raw land in Spotsylvania County, VA
- Tax Map: #70-A-91, Alt. APN# 070-A-0091; Zoned: A-3; Tax Assessed Value: \$100,100 (\$850.84 yearly real estate taxes)
- Only \$25,000 Starting Bid.

Auction Date & Time

Online Only Auction. Please bid early and often and understand that bidding begins to close on ***Friday, March 2, 2018 at 1pm.***

Property Inspection

Please preview the property at your leisure, and contact Tony Wilson for more information (540-748-1359).

Earnest Money

\$7,500 deposit is due immediately after confirmation of final bid. Deposit must be in the form of a cashier's check or certified check or wire transfer (from a US bank/financial institution).

Closing

Closing is to take place on or before 30 days from date of auction. Buyer acknowledges that time is of the essence.

Financing

Need Financing for this home? Contact Tony Wilson for financing information (540) 748-1359.

Realtor Acknowledgment

Although not required, if a buyer has been working with a real estate agent, the real estate agent must complete the realtor representation acknowledgment form. In order for the real estate agent to be compensated, realtor representation acknowledgment forms must be completed and submitted no later than 5 pm (Eastern) on 3/1/18, and all terms adhered to.

Auctioneers Note

All information and dimensions were derived from sources believed to be correct, but are not guaranteed. Buyers shall rely on their own information, judgment, and inspection of the property. All auction day announcements take precedence over any previously printed material or any other oral statements made.

Can't Attend?

Can't attend the auction, but still want to bid? No problem! Download our app in the Apple App Store, Google Play Store, or use your web browser to register and bid during the live auction.

Notes

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.

Terms & Conditions

TERMS: Thank you for your interest in this property. Contact Tony Wilson if you need additional information (540-748-1359).

This online auction is a cash sale not contingent on or subject to financing, appraisal, survey, study period or inspections of any kind, as agreed to by bidders at registration prior to bidding, and specified in the Offer to Purchase and Contract. Property is sold in as-is condition with no warranties or guarantees of any kind.

Per the contract, "TIME IS OF THE ESSENCE," and you should proceed to closing immediately. You must close the transaction on or before 30 days from close of online auction and seller confirmation.

If your closing is delayed for any reason, by you, as purchaser, or other parties working on your behalf, including any lender you involve – you may be declared in breach of the contract, forfeit all deposits made, and could be additionally liable for any and all court costs, any price difference in a subsequent resale of the property, and all future auction costs incurred by the seller and Nicholls Auction Marketing Group, Inc.

Bid with confidence, but please do not delay your closing!

Terms & Conditions

Contract for Sale of Real Property: This property is offered under the specific terms provided in the contract. The Contract for Sale of Real Property is available at www.nichollsauction.com in the property information packet package located from within the "DOCUMENTS" section. Please read and review the contract thoroughly prior to bidding on any property. If you have not read and reviewed the Contract for Sale of Real Property, Do Not Bid!

Nicholls Auction Marketing Group, Inc. has the sole authority to resolve any bidding disputes as they may arise.

Bidder Verification: The identity of all bidders will be verified, bidding rights are provisional, and if complete verification is not possible, Nicholls Auction Marketing Group, Inc. will reject the registration, and bidding activity will be terminated.

Online Terms: At the close of the auction, and seller confirmation, the successful bidder will be emailed the contract package to execute and return to Nicholls Auction Marketing Group, Inc. The successful bidder will deposit \$7,500 in the form of cashier's check (United States Bank) or wire transfer to Nicholls Auction Marketing Group, Inc. The entirety of the remaining balance is due at closing. Purchaser shall be responsible for all wire transfer fees.

Buyer's Premium: A 10% buyer's premium (\$5,000 minimum) will be added to the final bid price to determine the total contract price. 10% Buyer's Premium Example: Bid Price: \$100,000 Plus 10% Buyer's Premium: \$10,000 Total Contract Price: \$110,000

Contracts: Contract Packages will be sent by e-mail to the high bidder, who must execute and email, fax or overnight mail back to Nicholls Auction Marketing Group, Inc., within 24 hours of receipt. If the successful bidder does not execute and return their contract with earnest money deposit within 24 hours of receipt they will be considered in default and subject to legal action. This is a legal binding contract.

Auction Administrative Fee: In the event a winning bidder fails to submit the signed 'Contract for Sale of Real Property' and deposit earnest money as provided in the pre-stipulated Auction Terms, the winning bidder will be charged an administrative fee of \$7,500.00 on the credit card provided at auction registration. Additional default remedies are reserved by Nicholls Auction Marketing Group, Inc., and the Seller as provided in the Auction Terms & Conditions and the 'Contract of Purchase'. All administrative fees are non refundable.

Closing: Time being of the essence, these sales shall be closed on or before 30 days from close and confirmation of online auction. The purchaser will pay for all closing costs associated with the transaction.

Agency Disclosure: In all transactions, the auctioneer is acting as agent for the seller, not as buyer's agent. Nicholls Auction Marketing Group, Inc. reserves the right to remove or cancel the bids and or bidding rights and privileges of any party, deemed not to be in the best interest of the seller, at any time. At auctions with reserve, the seller and/or auctioneer reserves the right to bid.

Disclaimer: All information contained herein is believed to be correct to the best of the auctioneer's knowledge. The information is being furnished to bidders for the bidder's convenience and it is the responsibility of the bidder to determine that information contained herein is accurate and complete.

Any reliance on the contents shall be solely at the recipient's risk. Bidders must conduct and rely solely upon their own investigations and inspections. The property is being sold 'AS IS' with any and all faults. Please review all information supplied, and seek appropriate assistance prior to bidding.

Realtor Representation: Pre-approved (no later than 5 pm (Eastern) 3/1/18) realtor representation is compensated. Real estate agent must fill out and submit realtor representation form by time stated above and adhere to all rules in order to be compensated.

Technical Issues: Neither the company providing the software nor the auction company shall be held responsible for a missed bid or the failure of the software to function properly for any reason. The online bidding will begin to close on Friday, March 2, 2018 @ 1:00pm (Eastern Time). If there is bidding in the last few minutes before the auction closes, extended bidding will commence. If there are no bids within 2-3 minutes, the auction will end. This procedure prohibits any last second 'sniping' from taking place. In the unfortunate event of a DDOS attack or server attack/shut down, the auction company reserves the right, but is not required, to change the bid closing deadline. Please contact Tim Peters/Bid Wrangler @ 844-296-8727 if you need assistance with the online bidding platform.

Realtor Representation Acknowledgment Terms

Auction Date: _____

Property Address: _____

A commission of 20% of the 10% Buyer's Premium charged or 20% of any negotiated commission will be paid to any properly licensed real estate agent/broker whose Buyer/Bidder is the successful purchaser for this property, and who actually closes and pays the total Contract Price and Closing Costs for the property. It is understood and agreed that the real estate agent's commission structure will be based on the stated terms and conditions of sale.

To earn the foregoing commission:

Participating real estate agent must register his/her buyer/bidder by filling out the realtor representation acknowledgment form in full on the Nicholls Auction Marketing Group website and must file the registration form electronically from the website or e-mail it to Nicholls Auction Marketing Group to be received no later than 5:00 pm Eastern, the day prior to the auction. Commission is contingent upon, and will only be paid if the realtor representation acknowledgment form is received by Nicholls Auction Marketing Group no later than 5:00 pm Eastern on the day prior to the auction and all terms are adhered to, no exceptions. Send form to: Nicholls Auction Marketing Group, 40 Carriage Hill Lane, Fredericksburg, VA 22407. E-mail: info@nichollsauction.com.

Real estate agent agrees that real estate agent will not claim any exceptions to the foregoing procedures.

Real estate agent agrees that no oral registration will qualify real estate agent for commission, and no representation acknowledgment forms will be accepted or valid unless received on or before 5 pm Eastern the day prior to the auction.

Real estate agent agrees that if the commission is reduced due to negotiations, the commission to the broker shall be 20% of total commission earned.

Real estate agent agrees that real estate agent's commission will be due upon closing of the purchase by his/her buyer/bidder with all consideration paid in full.

Real estate agent must accompany his/her buyer/bidder to the auction.

Real estate agent shall not be entitled to said commission on account of any sale to an entity of which (or any affiliate of which) the real estate agent is a principal, employee, or affiliate or immediate family member.

Real estate agent agrees that he/she shall hold harmless and indemnify Nicholls Auction Marketing Group, including its reasonable attorney's fees, from any and all claims with regard to such commission.

Real estate agent must attach a copy of these terms, executed by the real estate agent below, with each registration.

I agree to the terms set forth herein.

Real estate agent signature: _____ Date: _____

Real estate agent printed name: _____

Broker/Agent Initials: _____

Realtor Representation Acknowledgment Form

DATE: _____

REMIT TO: Nicholls Auction Marketing Group, 40 Carriage Hill Ln., Fredericksburg, VA 22407.
E-mail: info@nichollsauction.com

Name of real estate agent: _____

Name of company: _____

Phone number & E-mail address: _____

Address of auction property: _____

Name of bidder and contact Info.: _____

Real estate agent signature: _____ Date: _____

Real estate license no.: _____

Bidder's signature: _____ Date: _____

*Buyer/Bidder acknowledges that he/she understands the Realtor Representation Acknowledgment Terms, and if buyer/bidder is the successful purchaser at the auction and successfully closes the transaction, said agent/broker will receive a commission from the sale. Commission is contingent upon, and will only be paid if the Realtor Representation Acknowledgment Form is received by Nicholls Auction Marketing Group no later than 5 pm Eastern on the day prior to the auction and all terms adhered to.

**ALL REALTOR REPRESENTATION ACKNOWLEDGMENT FORMS
MUST BE RECEIVED NO LATER THAN 5:00 PM (EASTERN)
THE DAY PRIOR TO THE AUCTION!**



REAL ESTATE CONTRACT of PURCHASE

THIS CONTRACT of purchase made this _____ day of _____, 20____, by and between _____

(hereinafter called "Seller"), and _____ (hereinafter called "Purchaser").

That, for and in consideration of the hereinafter contained mutual promises other good and valuable consideration, the parties do hereby agree as follows:

1. Seller shall sell and convey and Purchaser shall purchase all that certain Real Estate (hereinafter the "Real Estate" or the "Property") with all rights and privileges thereto appurtenant and all buildings and improvements thereon situate, lying and being in _____ Magisterial District, _____, Virginia, more particularly described as follows: _____
2. The purchase price of the Real Estate is \$ _____ as determined at public auction by Auctioneer. The purchase price shall be payable by Purchaser at settlement in cash or immediately available funds.
3. Purchaser has paid a deposit (hereinafter the "deposit") to Auctioneer in the amount of \$ _____ with the signing of this contract. The deposit shall be held in escrow in a non-interest bearing account by Auctioneer and then applied to the purchase price at settlement, subject to the payment of Auctioneer's commission and the payment of Auctioneer's costs and expenses in preparing for and conducting the auction pursuant to that separate agreement between Seller and Auctioneer (the "Listing Agreement"). In the event Purchaser breaches this Contract, the deposit shall be paid to Seller, less Auctioneer's commission and all costs and expenses as set forth in the Listing Agreement, but such payment shall not preclude any other remedies available to Seller for such breach. In the event Seller breaches this Contract, the deposit shall be returned to Purchaser, but such payment shall not preclude any other remedies available to Purchaser for such breach; provided further that Seller shall remain responsible for Auctioneer's commission and all costs and expenses as set forth in the Listing Agreement. If this Contract is not consummated and a dispute exists between Seller and Purchaser, the deposit shall be held in escrow by the Auctioneer until Seller and Purchaser have agreed to the disposition thereof, or a court of competent jurisdiction orders disbursement. If resolution on the disposition of the deposit is not timely reached to the satisfaction of Auctioneer, Auctioneer is hereby authorized to commence an interpleader action and deposit the deposit with a court of competent jurisdiction and in such event, Auctioneer shall be relieved of all further obligation and liability. Purchaser and Seller shall indemnify Auctioneer for all costs and expenses (including reasonable attorney's fees) incurred by Auctioneer arising from any dispute between Seller and Purchaser with respect to the deposit or this Contract.
4. Pursuant to the Listing Agreement, Auctioneer shall be paid from the deposit a commission of \$ _____ plus all costs and expenses of sale.
5. Settlement shall be made at the offices of _____ on or before _____. Possession shall be given at settlement, unless otherwise agreed in writing by the parties hereto, subject to the rights of tenants, if any. TIME IS OF THE ESSENCE.
6. Seller and Purchaser agree that Auctioneer was the sole procuring cause of this Contract of Purchase. If either Seller or Purchaser defaults under this Contract of Purchase, such defaulting party shall be liable for the commission of Auctioneer and for any expenses incurred by the non-defaulting party and by Auctioneer, such expenses including their respective attorney's fee, advertising expenses, and labor, if any, in connection with this transaction and the enforcement of such Contract.
7. PURCHASER EXPRESSLY AGREES THAT THE PROPERTY IS OR WILL BE SOLD "AS IS, WHERE IS, WITH ALL FAULTS", WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS, IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND SUBJECT TO ORDINARY WEAR AND TEAR OCCURRING AFTER THE DATE HEREOF. Purchaser further acknowledges that Seller has neither made nor extended to Purchaser any representation, warranty or indemnity with regard to the environmental condition of the Property. The Virginia Residential Property Disclosure Act (Section 55-517 through 55-525 of the Code of Virginia) requires Seller of a certain residential property to furnish the Purchaser a property disclosure statement in a form provided by the Real Estate Board. Disclosure is _____ or is not _____ attached.
8. Seller represents that the Property (check as applicable) _____ is _____ is not located within a development which is subject to the Virginia Property Owners' Association Act (Section 55-508 et seq. of the Code of Virginia). If the Property is within such a development, the Act requires Seller to obtain from the property owners' association an association disclosure packet and provide it to Purchaser.
9. Seller agrees to pay the expense of preparing the deed, certificates for non-foreign status and Form 1099-S and the recordation tax applicable to grantors and all amounts payable to Auctioneer pursuant to the Listing Agreement. Except as otherwise agreed herein, all other expenses incurred by Purchaser in connection with this purchase, including, without limitation, title examination, insurance premiums, survey costs, recording costs, loan document preparation costs and fees of Purchaser's attorney, shall be borne by Purchaser. Real estate taxes shall be prorated as of settlement. Seller shall pay no closing costs on behalf of Purchaser. Except as expressly provided herein, each party shall be responsible for its own attorney's fees.
10. At Settlement, Seller shall convey to Purchaser good and marketable fee simple title the Property by deed of _____ Special or _____ General warranty and free and clear of all mortgages, deed of trust or other monetary liens, same to be released by Seller at or prior to Closing. Purchaser's and Seller's obligations hereunder are contingent upon Seller being able to convey good and marketable title to the Property subject, however, to the following (the "Permitted Encumbrances"): (i) matters that do not render title to the Property unmarketable; (ii) the rights of tenants, if any; (iii) the lien of ad valorem real estate taxes not yet due and payable; (iv) such state of facts as an accurate survey and inspection of the Property would reveal; (v) easements of record granted to providers of utility services; and (vi) the matters shown as exceptions on any title commitment or title policy provided to Purchaser by Auctioneer prior to the auction sale, if any, provided no representation or warranty is made as to accuracy or completeness of such title work. If, prior to settlement hereunder, Purchaser identifies a title defect other than the Permitted Encumbrances, Seller shall have the opportunity, but not the obligation, to attempt to cure the title defect, and Seller shall be able to extend the settlement date accordingly. If Seller does not elect to attempt to cure the title defect, or if Seller attempts but is not successful in curing the title defect, Purchaser shall have the option to terminate this Agreement, in which case Seller shall instruct Auctioneer to return the deposit to Purchaser and neither party will have any further obligation or liability to the other, or to waive the title defect and proceed to settlement hereunder; provided Seller shall remain responsible for payment of Auctioneer's commission and the cost and expense of the auction pursuant to the Listing Agreement. If an owner's title insurance policy can be obtained without exception to the title defect or with affirmative protection over the title defect, Purchaser agrees to waive its objection to the title defect. It is understood and acknowledged between the parties that Auctioneer shall be paid its commission and all costs and expenses of sale in the event of a termination of this Contract pursuant to this Section 10.
11. In the event the Property is taxed under land use assessment and this sale results in disqualification from land use eligibility, Purchaser shall pay any rollback taxes assessed.
12. All risk of loss or damage to the Property by fire, windstorm, casualty or other cause, or taking by eminent domain, is assumed by Seller until Settlement. In the event of substantial loss or damage to the Property before Settlement, Purchaser shall have the option (to be exercised within five (5) business days of written notice of such event) of either (i) terminating this Contract, or (ii) proceed with settlement in which event Seller shall assign to Purchaser all of Seller's rights under any applicable policy or policies of insurance and any condemnation awards and pay over the Purchaser any sums received as a result of such loss or damage. Failure to timely make such election shall be deemed Purchaser's election to proceed with settlement under (ii).
13. Virginia law (Va. Code Ann Section 43-1 et seq.) permits persons who have performed labor or furnished materials for the construction, removal, repair or improvement of any building or structure to file a lien 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 the earlier of (i) 90 days from the last day of the month in which the lienor last performed work or furnished materials or (ii) 90 days from the time the construction, removal, repair or improvement is terminated. Seller shall deliver to Purchaser at settlement an affidavit, in a form acceptable to Purchaser's title insurer, if applicable, signed by Seller, that no labor or materials have been furnished to the Property within the statutory period for the filing of mechanics' or materialmen's liens against the Property. If labor or materials have been furnished during the statutory period, Seller shall deliver to Purchaser an affidavit signed by Seller and the person(s) furnishing the labor or materials that the costs thereof have been paid in full.

AN EFFECTIVE LIEN FOR WORK PERFORMED PRIOR TO THE DATE OF SETTLEMENT MAY BE FILED AFTER SETTLEMENT. LEGAL COUNSEL SHOULD BE CONSULTED.

14. Purchaser may wish at Purchaser's cost to purchase owner's title insurance. Depending on the particular circumstances of the transaction, such insurance could include affirmative coverage against possible mechanics' and material men's liens for labor and materials performed prior to closing and which, though not recorded at the time of recordation of Purchaser's deed, could be subsequently recorded and would adversely affect Purchaser's title to the Property. The coverage afforded by such title insurance will be governed by the terms and conditions thereof, and the dollar amount of the cost of obtaining such title insurance coverage. At settlement, Seller shall deliver an owner's affidavit in a form reasonably satisfactory to Purchaser's title insurer.
15. This agreement is made in the Commonwealth of Virginia and shall be governed and construed in accordance with the laws of the Commonwealth of Virginia.
16. If any provisions herein shall be legally unenforceable or in the event that a Court of competent jurisdiction shall deem any of the provisions contained in this Contract invalid or unenforceable, they shall be deemed severed from the other provisions of this Contract, and the remaining provisions shall, nevertheless, be valid and enforceable and continue in full force and effect. The invalidity or the unenforceability of any particular provision of this Contract shall not affect the other provisions hereof and the Contract shall be construed in all respects as though such invalid or unenforceable provisions were omitted.
17. This Contract contains the entire understanding between the parties with reference to the matters contained herein, and there are no terms, conditions, warranties, or representations other than those contained herein and no amendments hereto are valid unless made in writing and signed by both of the parties hereto.
18. All notices and other communications hereunder in connection herewith shall be deemed to have been duly given if they are in writing and delivered personally or sent by registered or certified mail, return receipt requested and first-class postage prepaid to the following addresses:

Seller: _____ Purchaser: _____

 Phone: _____ Phone: _____
 Email: _____ Email: _____

19. Except as herein otherwise provided to the contrary, this agreement shall be binding upon and inure to the benefit of the parties signatory hereto, their personal representatives, successors and assigns.
20. No party shall assign or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) under this Contract without the written consent of the other. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Contract.
21. Nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than the parties hereto, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of the parties hereto and not for the benefit of any other party. Notwithstanding the foregoing, Nicholls Auction Marketing Group, Inc. a Virginia corporation ("Auctioneer") shall be deemed a third party beneficiary of this Contract and entitled to enforce the provisions of this Contract against the parties hereto. Auctioneer shall have no liability hereunder to either Purchaser or Seller, except in the event of intentional misconduct or gross negligence with respect to the deposit, in which case Auctioneer's liability shall be limited to the deposit amount.
22. This Contract supersedes any and all other understandings or agreements between the parties, either oral or in writing, with respect to the subject matter hereof.
23. The parties hereto declare and acknowledge that each has read and fully understands the terms set forth in this Contract.

WITNESS the following signatures and seals:

PURCHASER:

SELLER:

 (SEAL), indiv.
 NAME

 (SEAL), indiv.
 NAME

 (SEAL), indiv.
 NAME

 (SEAL), indiv.
 NAME

 (SEAL), indiv.
 NAME

 (SEAL), indiv.
 NAME

 (SEAL), indiv.
 NAME

 (SEAL), indiv.
 NAME

 (Entity Name)

By: _____ (SEAL)
 Name: _____
 Title: _____

 (Entity Name)

By: _____ (SEAL)
 Name: _____
 Title: _____

Closing Information _____

Closing Information _____

40 Carriage Hill Lane
Fredericksburg, VA 22407
www.nichollsauction.com
info@nichollsauction.com



Phone: 540-898-0971
Fax: 540-301-5883
Toll Free: 888-357-2814

ADDENDUM TO REAL ESTATE CONTRACT OF PURCHASE

REFERENCE IS HEREBY MADE to the Real Estate Contract of Purchase dated _____, between

_____ (“Seller”) and _____

_____ (“Buyer”) and

Nicholls Auction Marketing Group Inc., a Virginia corporation, (“Auctioneer”) regarding the sale of property located at

_____.

All parties acknowledge that they are bound by the terms, conditions, representations and statements contained in the Property Information Packet associated with the above-referenced property.

Specifically, Buyer acknowledges that the property is sold “AS IS, with all FAULTS” and that the Buyer has conducted any and all investigations, inspections and any other due diligence Buyer deems appropriate. Buyer therefore acknowledges that the Buyer accepts the property “AS IS” unless other written arrangements have been made with the Seller and Nicholls Auction Marketing Group.

Buyer and Seller also acknowledge that they have read, understand and will comply with the attached TERMS & CONDITIONS contained in the Property Information Packet.

Seller Date

Buyer Date

Nicholls Auction Marketing Group Date

Attachment 1 - Terms and Conditions