



REAL ESTATE AUCTION

**Immaculate 3 BR/2 BA Home on .88 +/- Acre Lot
w/Amazing Mountain Views and 47.9 +/- Acre Farm w/2
Poultry Houses, Multiple Barns/Outbuildings, 4 BR/1 BR
Home, 2 Wells, Fencing & More!! Rockingham County, VA**

Tuesday, September 21 at 5:00 PM EDT

8738 and 8786 Waggy's Creek Rd., Dayton, VA 22821

For information: Josh Puffenbarger, Auction Coordinator – (540) 421-5007

Nicholls Auction Marketing Group

Offices throughout Virginia to meet your needs

VAAF #2908000729 -- VAAF#2908000907

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 50+ 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

8738 Waggy's Creek Rd., Dayton, VA 22821

Auction Date & Time

Tuesday, September 21 at 5 PM EDT

Description

Well maintained 3 BR/2 BA home on .88 +/- fenced acres w/majestic mountain views -- Home has numerous recent updates/renovations -- Located in the desirable Turner Ashby school district only 11 miles from Harrisonburg & James Madison Univeristy -- You will also have the opportunity to purchase an adjacent 47.9 +/- acres

Live on-site auction w/live real time online simulcast bidding for your convenience!!

- Well maintained 3 BR/2 BA single level home on .88 +/- acre lot w/amazing mountain views in Rockingham County, VA
- The homes measures 1,808 +/- sf., and features a kitchen with new custom cabinets, countertops & sink (all appliances convey); large family room; dining room; large den; office (potential extra bedroom); laundry room w/garage access; attached 2 bay garage; attic
- Front concrete patio w/incredible mountain views
- Other features/extras: spacious remodeled owner's bedroom (2016) w/remodeled ensuite bathroom (2017) & closet; New shingle roof, gutters, soffit & leaf guards (2021); new flooring in laundry room & kitchen (2021); new carpet in all 3 bedrooms (2021); new interior paint (2021); new well w/new pump & pressure tank (2020); new heat pump & propane furnace (2020); completely remodeled hall bathroom (2014)
- Heating: propane furnace; Cooling: heat pump/central AC
- Well & septic system; electric water heater
- Detached small storage shed; board fence on 3 sides & pasture fence on the other side
- Plug-in for exterior generator that powers the entire home; pest control has serviced home on yearly basis
- Quiet country setting and only 9.5 miles from I-81, 11 miles from Harrisonburg & James Madison University, 12.5 miles from Eastern Mennonite University and only .2 miles from Ottobine Elementary School (Turner Ashby school district)
- Tax Maps: 104-A-133-A; Zoning: A1; Yearly County real estate taxes: \$1,300.92; Home was built in 1985 and has vinyl siding exterior; **WE GUARANTEE A FREE & CLEAR DEED**
- **Only \$100,000 Starting Bid!!**

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Property Location

8786 Waggy's Creek Rd., Dayton, VA 22821

Auction Date & Time

Tuesday, September 21 at 5:05 PM EDT

Description

47.9 +/- acre farm -- 2 operational poultry houses -- \$100,000+ in solar panels that power the farm -- New 80KW generator -- 4 BR/1 BA home -- Multiple outbuildings, barn, hay storage, litter shed, generator shed & 2 car detached garage -- Fencing on most of the property -- Located in the desirable Turner Ashby school district only 11 miles from Harrisonburg & James Madison University -- You will also have the opportunity to purchase an adjacent 3 BR/2 BA home on .88 +/- acre lot

Live on-site auction w/live real time online simulcast bidding for your convenience!!

- Solid 4 BR/1 BA two story home w/amazing mountain views in Rockingham County, VA
- The home measures 1,665 +/- sf., and features a kitchen w/many updates (all appliances convey); den; dining room; laundry room; attic
- The entire first floor of the home has been remodeled in 2021, featuring refinished hard wood floors, new drywall, new appliances, new quartz countertop, new kitchen wiring, painted kitchen cabinets, renovated laundry room, new plumbing on 1st floor (roughed in plumbing for upstairs bathroom), new water heater w/filtration system, freshly painted porches and more!
- Hardwood flooring
- Front porch; small enclosed side porch
- Asphalt driveway up to the barn & gravel thereafter
- Heating: propane furnace (propane is purchased at a reduced rate w/the farm contract); Cooling: heat pump/central AC
- Well & septic system; electric water heater
- **2 42'x400' Poultry Houses**
 - The farm has been the Producer of the Year for 8 of the last 16 years for George's Foods. George is willing to renew the contract with the new owners
 - Poultry houses are completely up to date and converted to tunnel ventilation in 2010
 - 2 wells are tied together and will operate both poultry houses, livestock waterers & the home
 - Cool cells installed in both poultry houses in 2012
- \$100,000+ in solar panels that power the farm (average monthly electric bill is \$15-20); 54KW solar system installed in 2020 w/a 10 year transferable warranty (the company offers a production guarantee if applied for).
- New 80KW Generac generator installed in 2018, and will operate the entire farm & home; 3 way disconnect also in place to be able to hook

- up an auxiliary generator
- Litter storage shed; hay storage shed; bank barn w/an automatic waterer
- Most of the property is fenced for pasture, and the fences are designed for rotational grazing; 4 automatic livestock waterers throughout the property in the fence line with electric to all waterers.
- 2 wells that are shared throughout the farm
- Irrigation access to ever-flowing Beaver Creek
- Fishing rights to the trout waters of Beaver Creek
- Quiet country setting and only 9.5 miles from I-81, 11 miles from Harrisonburg & James Madison University, 12.5 miles from Eastern Mennonite University and only .2 miles from Ottobine Elementary School (Turner Ashby school district)
- Tax Maps: 104-A-133, 104-A-133B & 104-A-134; Zoning: A1; Yearly County real estate taxes: \$2,243.60 (currently in Land Use).; Home was built in the early 1900's and has vinyl siding exterior; **WE GUARANTEE A FREE & CLEAR DEED**
- **Only \$500,000 Starting Bid!!**

Property Tours Saturday, August 21 @ 12 Noon & Thursday, September 2 @ 5:30pm SHARP. Please contact Josh Puffenbarger (540-421-5007) for more information.

Earnest Money **\$10,000 is due for 8738 Waggy's Creek Rd., and \$25,000 is due for 8786 Waggy's Creek Rd., immediately after confirmation of final bid and the balance due at closing within 30-45 days.**
Deposit must be in the form of a cashier's check or certified check (from a US bank/financial institution) made payable to yourself.

Closing Closing is to take place on or before 30-45 days from date of auction. Buyer acknowledges that time is of the essence.

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 on 09/20/2021. Additionally, a registered Realtor can only represent one buyer at each auction event and adhered to all terms.

Financing Need financing for this home? Contact Josh Puffenbarger for financing information (540-421-5007).

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

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Terms & Conditions

Auctioneer's Authority on Bidding Procedures and Bidding:

Bidding Procedures: Open and verbal. Announcements made on the day of the auction will take precedence over all printed material or oral statements made. (1) Method, order of sale, and bidding increments shall be at the sole discretion of the auctioneer. (2) The auctioneer reserves the right to delete or add additional properties at this discretion. (3) Nicholls Auction Marketing Group may act to protect the seller's reserve, as an agent of the seller, by bidding on behalf of the seller. The auctioneer has the authority, at his sole and absolute discretion, to deviate from, change, alter, or modify the bidding procedures and conduct of the auction at any time including after commencement of the auction.

Bidding: All bidding is open to the public without regard to race, color, sex, religion, or national origin. As used in these conditions of sale the term "the final bid" means the highest bid acknowledged by the auctioneer, and the term "purchase price" means the sum of the final bid and the buyer's premium. The highest bidder acknowledged by the auctioneer shall be the buyer. The auctioneer has the right to reject any bid or raise which, in his opinion, is not commensurate with the value of the property being offered. The auctioneer may advance the bidding at his absolute discretion and, in the event of any dispute between bidders, may determine the successful bidder or re-offer and resell the property in dispute. Should there be any dispute after the sale; record of final sale shall be conclusive. Please contact our offices for information on absentee and or phone bidding.

Buyer's Premium: The buyer's premium shall be paid by the Buyer and will be added to the final bid on the property.

Example:	High bid on property is:	\$100,000
	Add 10% buyer's premium:	+ \$10,000
	Total on Sales Contract:	\$110,000

Earnest Money: The buyer, unless prior written arrangements have been made by contacting Josh Puffenbarger (540.421.5007), shall be required to pay a deposit of **\$10,000 for 8738 Waggy's Creek Rd., and \$25,000 for 8786 Waggy's Creek Rd.,** due immediately after confirmation of final bid and the balance due at closing. This deposit will be held in a non-interest bearing escrow account until settlement. Please make a cashiers check or certified check (from a US Bank/financial institution) payable to yourself and endorse it over to Nicholls Auction Marketing Group if you are the high bidder.

Closing: The successful buyer must sign all documents and contracts immediately after the acceptance of the final bid. The successful buyer will also be required to make an appointment with the closing agent to pay the balance of the purchase price and receive the deed to the property. All closings must occur on or before specified dates. Closing is to take place on or before 30-45 days from date of auction (unless prior written arrangements have been made with the auction firm). Buyer acknowledges and agrees that time is of the essence.

Closing Costs: The deed shall be prepared and acknowledged by Seller at Seller's expense and recorded at the expense of Buyer. The buyer shall pay all title searches, title insurance charges, survey expense, usual conveyance expenses, and recordation taxes, including the Grantor's tax. Real estate taxes, water and sewer charges, if any, will be prorated as of the date of closing.

Financing: Sale of the property is not contingent upon the buyer obtaining financing.

Conditions of Default: If any conditions contained herein are not complied with by the buyer, Nicholls Auction Marketing Group may, in addition to asserting all remedies available by law, including the right to hold defaulting buyer liable for the purchase price, either, a) cancel the sale, retaining as liquidated damages any payments made by such buyer, b) resell the property at public auction or privately on seven days notice to such buyer, or c) take such other action as it deems necessary or appropriated. If Nicholls Auction Marketing Group resells the property, the original defaulting buyer shall be liable for the payment of any deficiency between the purchase price and all costs and expenses, the expenses of both sales, reasonable attorney's fees, commissions, incidental damages and all other charges due hereunder. In any event, the buyer's earnest money deposit will be retained by Nicholls Auction Marketing Group as liquidated damages.

State Laws: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the auction shall be governed and interpreted by the laws of the state in which the auction is held. By bidding at an auction, whether present in person or by agent, by written bid, telephone or other means, the buyer shall be deemed to have consented to the jurisdiction of the courts of such state and the federal courts sitting in such state.

Real Estate Brokers/Agents: When offered, a fee equal to a specified commission will be paid to any qualified broker who is duly licensed in the same state where the property is located, and whose properly registered client successfully buys and closes on the property. To qualify for a commission the licensed broker/agent must first register the prospective bidder on the Nicholls Auction Marketing Group website or on Nicholls Auction Marketing Group's Realtor Representation Acknowledgment Form. A registered broker/agent can only represent one buyer at each auction event. Broker/agent agrees that if the commission is reduced due to negotiations, the commission to the broker shall be 10% of total commission earned. All forms, letters and statements must be received no later than 5:00 P.M. (Eastern) one 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 P.M. (Eastern) one day prior to the auction. In addition, agents must also attend the auction with their prospects and adhere to all terms.

Inspection: All property is sold "As Is, With All Faults." Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Nicholls Auction Marketing Group disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they bid, and by bidding are deemed to have so inspected the property. Placing a bid on the offered property, whether in person, or by agent, by written bid, telephone bid or other means, constitutes an agreement by bidder to these conditions of sale. For residences built prior to 1978, buyer waives the right to a 10 calendar-day opportunity to conduct a risk assessment or inspection for the presence of Lead-Base Paint and/or Lead-Base Paint Hazards. Square footage dimensions and acreage are approximate and should be independently verified prior to bidding. Nicholls Auction Marketing Group, its agents and subagents, and the sellers assume no liability for errors or omissions in this or any other property listing or advertising or promotional/publicity statements and materials. 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.

ADDITIONAL TERMS for THOSE PLANNING TO BID LIVE ONLINE

**In addition to the above terms and conditions, Please read below if you are participating and registered for LIVE ONLINE
SIMULCAST BIDDING**

- Contact the auction coordinator (his or her name and contact number is on the NichollsAuction.com site under the auction you are bidding on) immediately if you need additional information.
- Bidder Verification: The identity of all bidders will be and must be verified (via phone, email or text). 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.
- At the close of the auction, and seller confirmation, the successful bidder will be emailed or given the contract package to execute and return to Nicholls Auction Marketing Group, Inc. The successful bidder's earnest money deposit must be in the form of cashier's or certified 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.
- Contract Packages will be sent by e-mail or hand delivered to the high bidder, who must execute and hand deliver, 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.
- 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 \$10,000.00 or \$25,000 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.
- 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.
- 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. In the unfortunate event of a DDOS attack or server attack/shut down, the auction company reserves the right, but is not required, to extend bidding time. To minimize the chance of being affected by internet or software issues, please use the "Max Bid" feature. Please contact Tim Peters/Bid Wrangler @ 844-296-8727 if you need assistance with the online bidding platform.