

LAND AUCTION

FRIDAY DECEMBER 15TH @ 12PM



**LIVE AND
ONLINE
BIDDING**

Property Location : Frontage Rd Buchanan, VA

PROPERTY INSPECTIONS: FRI 12/1 AND SUN 12/3, 12PM TO 1PM

OFF SITE BIDDING LOCATION: Botetourt Event Center

14860 Lee Highway Buchanan VA 24066

- Two Tracts being sold
 - Tract 6, 42.55+/- Acres selling ABSOLUTE
 - TRACT 3, 45.86 +/- Acres selling with Reserve
- Panoramic views of the Blue Ridge Parkway
- 5 Miles from downtown Buchanan
- Hunting opportunity: wildlife abundance and streams on both tracts

**Visit our
website**



THE

COUNTS

Realty & Auction Group

Sales Manager George | 434-546-9235
GMcDaniel@countsauktion.com



COUNTSAUCTION.COM

Land Auction - Buchanan VA Friday Dec 15th!

Terms and Conditions for Online Bidders Shepherds Pass

A 10% buyers premium will be added to the final high bid to determine contract price. 10% deposit required. If high bid is approved by seller, High bidder will be required to sign contract the day of the sale and pay the deposit by Monday December 18, 2023. Check announcements day of sale. NOTE: By bidding at this sale, the Buyer hereby acknowledges receipt of and agrees to all these Terms and Conditions.

Terms: All bidders must register to bid online by registering at countsauction.com. Bidders may execute bids either at countsauction.com or by downloading the Counts Realty and Auction App. A 10% buyer's premium will be added to the final high bid to determine contract price. As an example, if you bid \$100,000 for a property the contract sale price will be \$110,000. The property is sold in "AS-IS" condition, and is not contingent upon buyer's financing, condition of property, appraisal, inspection, etc. Buyers shall rely on their own information, judgment, and inspection of the property. Title will convey via Marketable Deed from all owners of record and free and clear of all liens. The property taxes will be prorated to the date of closing. The closing will take place within 30 days of the sale unless specified otherwise or as soon thereafter as necessary to correct any defects in title. Time is of the essence with respect to all closings. If you are NOT prepared to make the required Earnest Money Deposit, execute the required documents, and close within the timeframe stated, please do not bid. Day of sale announcements take precedence over any previously printed material, or any other oral statements made. The sale of tract 3 is subject to owner confirmation.

Bidder Verification: The identity of all bidders will be verified. Bidding rights are provisional, and if complete verification is not possible, Counts may reject the registration, and bidding activity may be terminated. You will be contacted by Counts Realty & Auction after you register to verify your identity and approve your registration.

Registration will require that a \$1,000 hold be placed on your card so that you can be approved to bid. Once you have registered online, please call The Counts Realty and Auction Group at 434-525-2991 so that we can process your credit card information and approve you for bidding. At the conclusion of the sale If you are not the high bidder on a property, the hold will be released, and the funds will be available in 3 to 7 business days. If you are the high bidder on a property, Counts Realty & Auction will contact you to make arrangements for payment and Contract signing.

If you fail to execute your agreement \$1,000 will be charged to your credit card in addition to any legal actions arising because of your default.

Earnest Money Deposit: At the close of the sale, and seller confirmation, the successful bidder will be emailed or given the contract to execute and return to Counts. The winning bidder will be required to submit an earnest money deposit totaling 10% of the contract price by 5:00 PM on Monday December 18, 2023. The deposit must be in the form of a wire transfer, cash, cashier's check, or certified check (from a US bank), made payable to Counts Realty & Auction Group. Personal checks will be accepted if delivered in person. The remaining balance is due at closing. Purchaser shall be responsible for all wire transfer fees or cashier's check fees. If the successful bidder does not execute and return the contract with earnest money deposit by 5 PM Monday December 18, 2023, the Buyer will be considered in default and subject to legal action. This is a legally binding contract.

Due Diligence: Any reliance on the content of information provided shall be solely at the recipient's risk. All information is believed to be correct but is not guaranteed. Bidders must conduct and rely solely upon their own due diligence. The property is being sold "AS-IS" with all faults.

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Default: If the closing does not occur for any reason whatsoever, other than solely due to the fault of the Seller, Seller shall retain the earnest money deposit. This provision shall in no way affect the right of Seller and Counts Realty & Auction Group to rely upon and to exercise any other legal remedies or recourse available to them, including without limitation seeking specific performance or monetary damages, in the event the closing contemplated herein does not occur due to default by Purchaser. Purchaser further agrees to pay all attorney fees, court costs and other costs of collection/enforcement incurred by Counts and Seller due to a default by Purchaser.

Closing: TIME IS OF THE ESSENCE WITH RESPECT TO ALL CLOSINGS!

Bid Increments: To be determined by the auction company.

Conditions of Default: If successful participant defaults in making settlement, the deposit paid by that defaulting successful participant shall be forfeited, and the property purchased by such defaulting successful participant may either be resold at the risk and expense of such party or Seller may accept the next highest available offer at the sale. Such defaulting successful participant shall be liable personally for any deficiency resulting from the resale of the property it purchased at a lower price as well as for all costs, expenses, and attorneys' fees in connection with such resale. The forfeiture of such deposit shall not limit any rights or remedies of Seller with respect to any such default.

Controlling Law: The respective rights and obligations of the parties with respect to the Conditions of Sale and the conduct of the sale shall be governed and interpreted by the laws of the Commonwealth of Virginia. By making an offer at the sale, whether present in person or by agent, written offer, telephone, online or other means, the participant shall be deemed to have consented to the jurisdiction of the state and federal courts of the Commonwealth of Virginia.

Inspection: All property is being sold "WHERE-IS, AS-IS," "WITH ALL FAULTS," with no representations or warranties of any sort except the general warranty to be included in the deed to the real property. Descriptions are provided as a service to customers only and do not constitute a warranty, either expressed or implied. Counts disclaims all responsibility for physical condition. All buyers are responsible for prior inspection of properties on which they make an offer, and by making an offer(s) are deemed to have so inspected the property to their satisfaction. Placing an offer, whether in person, or by agent, or other means, constitutes an agreement by participant to these conditions of sale

Acceptance of the terms is acknowledged by placing a bid.

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