ABSOLUTE AUCTION

60 Foxley Lane, Frankfort, KY

Saturday, April 28th 10:30 am

We are pleased to offer at ABSOLUTE AUCTION this historical home on 1.19+/- Acres. It offers gated community living, in a historic federal home, with a country setting.

• Large mature trees. • Stunning brickwork. • Incredible majestic ceilings.
• Hand crafted wood work. • Large nearly floor to ceiling windows.
• Beautiful wide-plank hardwood poplar floors. • Two Creeks subdivision in Foxley Development.
• Shared driveway allows direct access to Georgetown Rd.

Inspection: Sunday, April 15th and 22nd 1:00 to 3:00 pm or by appointment

A 10% Buyers Premium will be added to the final bid price to determine final sale price

Real Estate Terms: Ten Percent down payment immediately following Auction along with signing of the Auction Purchase Contract, with balance of funds, closing and possession on or before 45 Days from auction. The property is being sold in it's AS-IS condition with no warranty or guarantee of any kind. This is a Non-contingent sale with regard to inspections or financing. Buyer shall have the opportunity to inspect the property for Lead Based Paint and shall be required to sign a Lead Based Paint Waiver/Disclosure along with the Auction Purchase Contract. See full terms on our website.

Brokers Protected

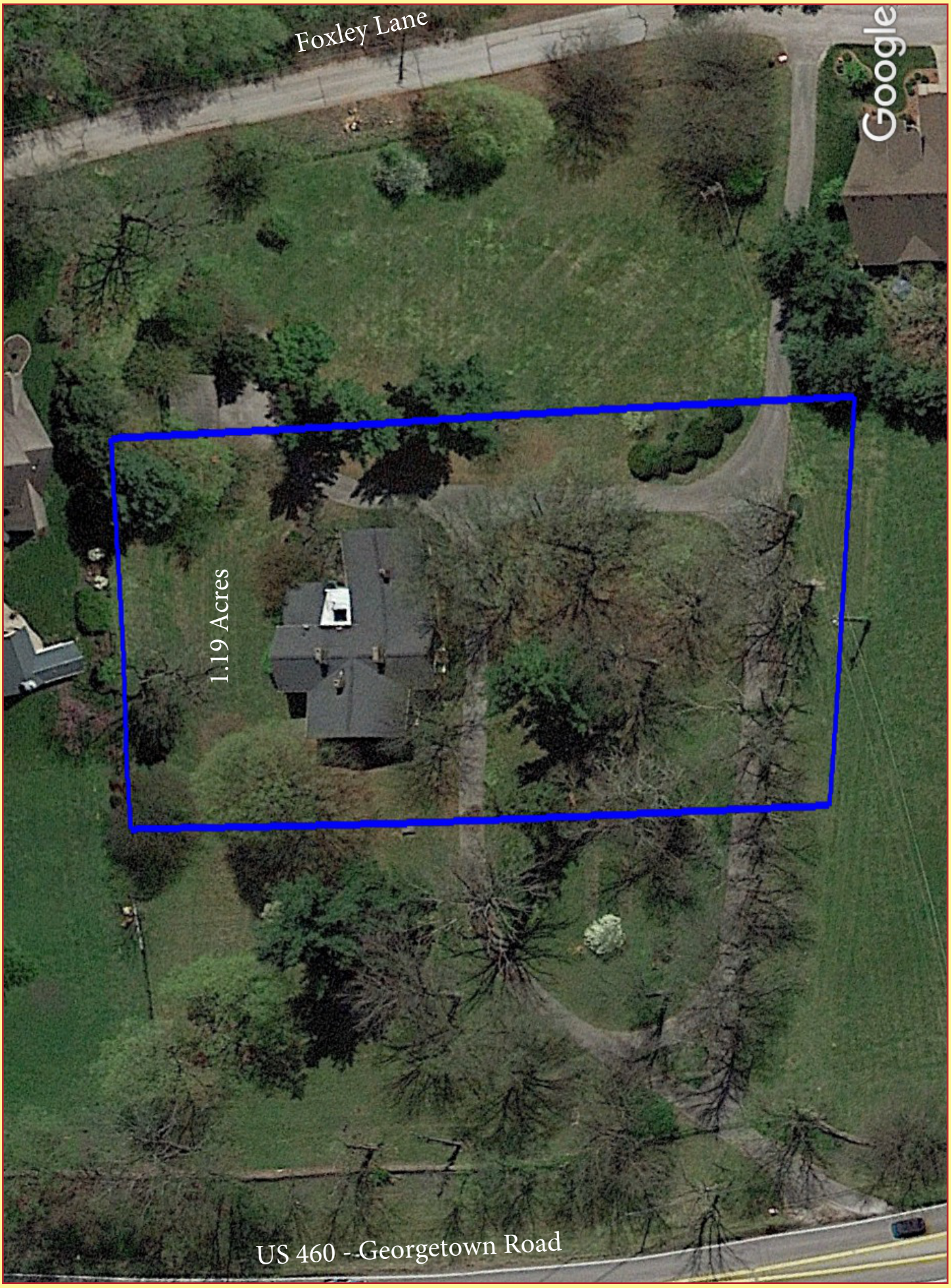
Tom Biederman
Broker/Auctioneer
859.312.0606

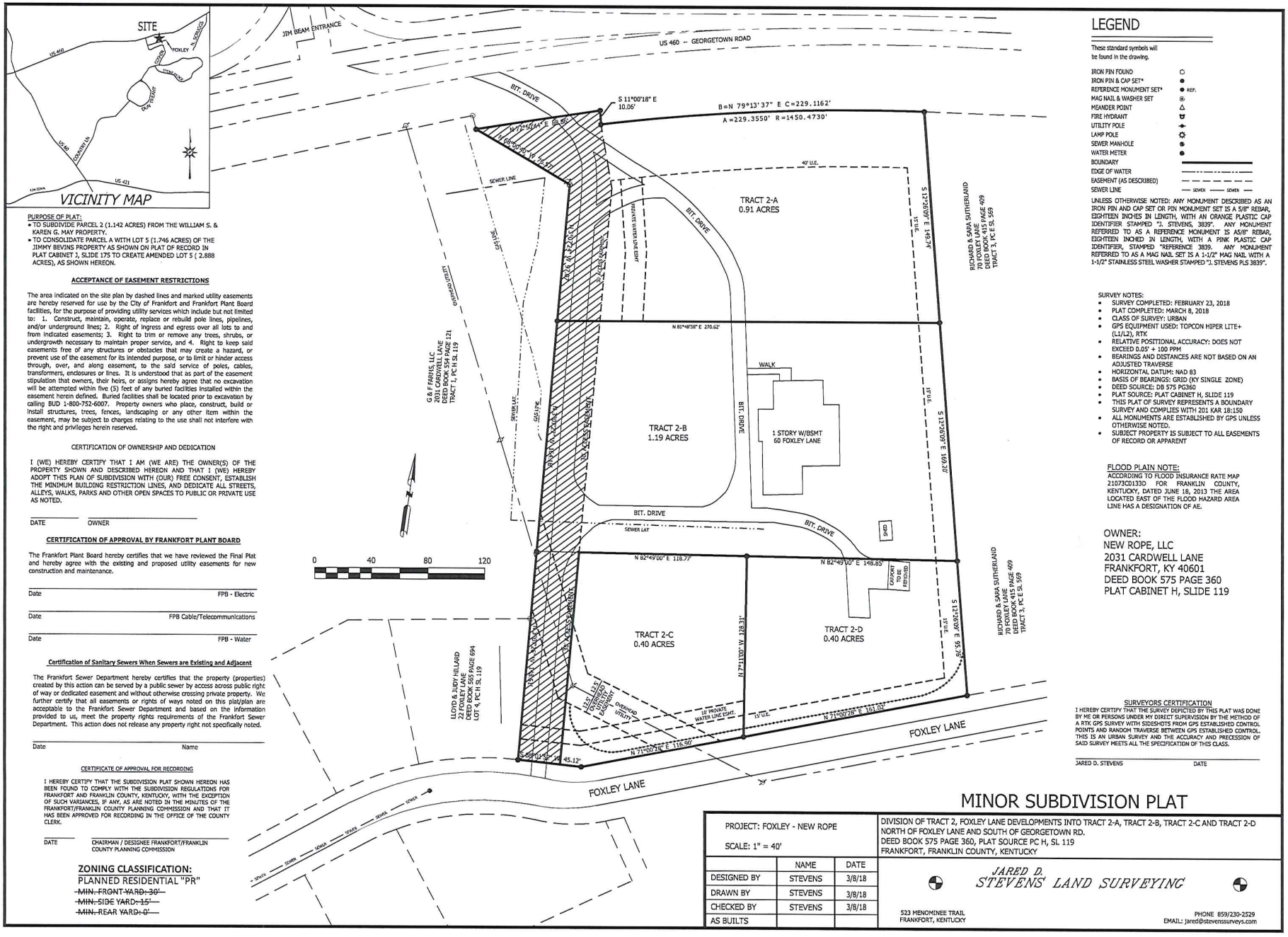
BIEDERMAN
REAL ESTATE • AUCTIONEERS

859.277.2030
1076 Wellington Way
Lexington, KY 40513

BiedermanRealEstate.com

Welcome Home!


Foxley Lane
Google
1.19 Acres
US 460 - Georgetown Road



PURPOSE OF PLAT:

- TO SUBDIVIDE PARCEL 2 (1.142 ACRES) FROM THE WILLIAM S. & KAREN G. MAY PROPERTY.
- TO CONSOLIDATE PARCEL A WITH LOT 5 (1.746 ACRES) OF THE JIMMY BEVINS PROPERTY AS SHOWN ON PLAT OF RECORD IN PLAT CABINET J, SLIDE 175 TO CREATE AMENDED LOT 5 (2.888 ACRES), AS SHOWN HEREON.

ACCEPTANCE OF EASEMENT RESTRICTIONS

The area indicated on the site plan by dashed lines and marked utility easements are hereby reserved for use by the City of Frankfort and Frankfort Plant Board facilities, for the purpose of providing utility services which include but not limited to: 1. Construct, maintain, operate, replace or rebuild pole lines, pipelines, and/or underground lines; 2. Right of ingress and egress over all lots to and from indicated easements; 3. Right to trim or remove any trees, shrubs, or undergrowth necessary to maintain proper service, and 4. Right to keep said easements free of any structures or obstacles that may create a hazard, or prevent use of the easement for its intended purpose, or to limit or hinder access through, over, and along easement, to the said service of poles, cables, transformers, enclosures or lines. It is understood that as part of the easement stipulation that owners, their heirs, or assigns hereby agree that no excavation will be attempted within five (5) feet of any buried facilities installed within the easement herein defined. Buried facilities shall be located prior to excavation by calling BUD 1-800-752-6007. Property owners who place, construct, build or install structures, trees, fences, landscaping or any other item within the easement, may be subject to charges relating to the use shall not interfere with the right and privileges herein reserved.

CERTIFICATION OF OWNERSHIP AND DEDICATION

I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) OF THE PROPERTY SHOWN AND DESCRIBED HEREON AND THAT I (WE) HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH (OUR) FREE CONSENT, ESTABLISH THE MINIMUM BUILDING RESTRICTION LINES, AND DEDICATE ALL STREETS, ALLEYS, WALKS, PARKS AND OTHER OPEN SPACES TO PUBLIC OR PRIVATE USE AS NOTED.

DATE OWNER

CERTIFICATION OF APPROVAL BY FRANKFORT PLANT BOARD

The Frankfort Plant Board hereby certifies that we have reviewed the Final Plat and hereby agree with the existing and proposed utility easements for new construction and maintenance.

Date FPB - Electric

Date FPB Cable/Telecommunications

Date FPB - Water

Certification of Sanitary Sewers When Sewers are Existing and Adjacent

The Frankfort Sewer Department hereby certifies that the property (properties) created by this action can be served by a public sewer by access across public right of way or dedicated easement and without otherwise crossing private property. We further certify that all easements or rights of ways noted on this plat/plan are acceptable to the Frankfort Sewer Department and based on the information provided to us, meet the property rights requirements of the Frankfort Sewer Department. This action does not release any property right not specifically noted.

Date Name

CERTIFICATE OF APPROVAL FOR RECORDING

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS FOR FRANKFORT AND FRANKLIN COUNTY, KENTUCKY, WITH THE EXCEPTION OF SUCH VARIANCES, IF ANY, AS ARE NOTED IN THE MINUTES OF THE FRANKFORT/FRANKLIN COUNTY PLANNING COMMISSION AND THAT IT HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE COUNTY CLERK.

DATE CHAIRMAN / DESIGNEE FRANKFORT/FRANKLIN COUNTY PLANNING COMMISSION

ZONING CLASSIFICATION:
PLANNED RESIDENTIAL "PR"
~~- MIN. FRONT YARD: 30'~~
~~- MIN. SIDE YARD: 15'~~
~~- MIN. REAR YARD: 0'~~

LEGEND

These standard symbols will be found in the drawing.

IRON PIN FOUND	○
IRON PIN & CAP SET*	●
REFERENCE MONUMENT SET*	● REF.
MAG NAIL & WASHER SET	⊕
MEANDER POINT	△
FIRE HYDRANT	
UTILITY POLE	
LAMP POLE	
SEWER MANHOLE	
WATER METER	
BOUNDARY	
EDGE OF WATER	
EASEMENT (AS DESCRIBED)	
SEWER LINE	— SEWER — SEWER —

UNLESS OTHERWISE NOTED: ANY MONUMENT DESCRIBED AS AN IRON PIN AND CAP SET OR PIN MONUMENT SET IS A 5/8" REBAR, EIGHTEEN INCHES IN LENGTH, WITH AN ORANGE PLASTIC CAP IDENTIFIER STAMPED "J. STEVENS, 3839". ANY MONUMENT REFERRED TO AS A REFERENCE MONUMENT IS A5/8" REBAR, EIGHTEEN INCHED IN LENGTH, WITH A PINK PLASTIC CAP IDENTIFIER, STAMPED "REFERENCE 3839. ANY MONUMENT REFERRED TO AS A MAG NAIL SET IS A 1-1/2" MAG NAIL WITH A 1-1/2" STAINLESS STEEL WASHER STAMPED "J. STEVENS PLS 3839".

SURVEY NOTES:

- SURVEY COMPLETED: FEBRUARY 23, 2018
- PLAT COMPLETED: MARCH 8, 2018
- CLASS OF SURVEY: URBAN
- GPS EQUIPMENT USED: TOPCON HIPER LITE+ (L1/L2), RTK
- RELATIVE POSITIONAL ACCURACY: DOES NOT EXCEED 0.05' + 100 PPM
- BEARINGS AND DISTANCES ARE NOT BASED ON AN ADJUSTED TRAVERSE
- HORIZONTAL DATUM: NAD 83
- BASIS OF BEARINGS: GRID (KY SINGLE ZONE)
- DEED SOURCE: DB 575 PG360
- PLAT SOURCE: PLAT CABINET H, SLIDE 119
- THIS PLAT OF SURVEY REPRESENTS A BOUNDARY SURVEY AND COMPLIES WITH 201 KAR 18:150
- ALL MONUMENTS ARE ESTABLISHED BY GPS UNLESS OTHERWISE NOTED.
- SUBJECT PROPERTY IS SUBJECT TO ALL EASEMENTS OF RECORD OR APPARENT

FLOOD PLAIN NOTE:
ACCORDING TO FLOOD INSURANCE RATE MAP 21073C0133D FOR FRANKLIN COUNTY, KENTUCKY, DATED JUNE 18, 2013 THE AREA LOCATED EAST OF THE FLOOD HAZARD AREA LINE HAS A DESIGNATION OF AE.

OWNER:
NEW ROPE, LLC
2031 CARDWELL LANE
FRANKFORT, KY 40601
DEED BOOK 575 PAGE 360
PLAT CABINET H, SLIDE 119

SURVEYORS CERTIFICATION
I HEREBY CERTIFY THAT THE SURVEY DEPICTED BY THIS PLAT WAS DONE BY ME OR PERSONS UNDER MY DIRECT SUPERVISION BY THE METHOD OF A RTK GPS SURVEY WITH SIDESHOTS FROM GPS ESTABLISHED CONTROL POINTS AND RANDOM TRAVERSE BETWEEN GPS ESTABLISHED CONTROL. THIS IS AN URBAN SURVEY AND THE ACCURACY AND PRECESSION OF SAID SURVEY MEETS ALL THE SPECIFICATION OF THIS CLASS.

JARED D. STEVENS DATE

MINOR SUBDIVISION PLAT

PROJECT: FOXLEY - NEW ROPE

SCALE: 1" = 40'

DIVISION OF TRACT 2, FOXLEY LANE DEVELOPMENTS INTO TRACT 2-A, TRACT 2-B, TRACT 2-C AND TRACT 2-D NORTH OF FOXLEY LANE AND SOUTH OF GEORGETOWN RD.
DEED BOOK 575 PAGE 360, PLAT SOURCE PC H, SL 119
FRANKFORT, FRANKLIN COUNTY, KENTUCKY

	NAME	DATE
DESIGNED BY	STEVENS	3/8/18
DRAWN BY	STEVENS	3/8/18
CHECKED BY	STEVENS	3/8/18
AS BUILTS		

JARED D. STEVENS LAND SURVEYING
523 MENOMINEE TRAIL
FRANKFORT, KENTUCKY
PHONE 859/230-2529
EMAIL: jared@stevenssurveys.com

Biederman Real Estate & Auctioneers

1076 Wellington Way
Lexington, Kentucky 40513
Phone (859) 277-2030

ABSOLUTE AUCTION PURCHASE CONTRACT

This AUCTION PURCHASE CONTRACT (herein "CONTRACT") is made and entered into this the 28th day of April, 2018, by and between **New Rope, LLC** (hereinafter "Seller and _____,(herein "PURCHASER" whether one or more) and Biederman Real Estate & Auctioneers, duly licensed by the Commonwealth of Kentucky as real estate brokers and auctioneers, 1076 Wellington Way, Lexington, Fayette County, Kentucky 40513 (herein "Selling Agent" or "Agent").

W I T N E S S E T H T H A T:

SELLER is authorized to sell, and has granted to AGENT an exclusive contract authorizing AGENT to sell the property located at 60 Foxley Lane, Frankfort, KY. SELLER further instructed AGENT to sell the property at Auction.

At the conclusion of the auction held the day, month and year first above written _____ was the successful bidder and deemed to be the PURCHASER.

For and in consideration of the final bid of $_____ and a Ten percent (10%) Buyer's Premium of $ _____ for a total purchase price of $_____ the SELLER does hereby agree to sell to PURCHASER and PURCHASER does hereby agree to purchase from SELLER the property hereinabove described.

DRAFT

Seller Initial _____ Date/Time _____ Seller Initial _____ Date/Time_____

Purchaser Initial _____ Date/Time_____ Purchaser Initial _____ Date/Time_____

1. The total purchase price of $_____ of the said property is payable as follows:

A. The sum of $_____, representing ten percent (10%) of the total purchase price, a check for which simultaneously with the execution of this contract, shall be presented to Biederman Real Estate for immediate deposit into its escrow account for payment to SELLER at the closing of the said property or returned to PURCHASER or to be paid to SELLER under other provisions hereof, if applicable.

B. The sum of $_____, representing the balance of the total purchase price, shall be paid to SELLER at the closing.

2. Closing of this said sale shall be held on or before forty five (45) days, at such location as may be acceptable to both PURCHASER and SELLER. Time shall be of the essence in closing this sale.

3. At the closing, SELLER shall deliver to PURCHASER, or his nominee, a General Warranty Deed conveying title to the said property, free and clear of all encumbrances excepting easements, restrictions and conditions of record or as herewith set out and health and zoning regulations and other governmental regulations, if any.

4. SELLER agrees to deliver to PURCHASER complete possession of the property at the time of the closing.

5. All ad valorem taxes for the year 2018 assessed against the said property are to be prorated to the date of the closing and SELLER shall pay the transfer tax.

DRAFT

6. In the event that the title to the property should prove unmerchantable in the opinion of the attorney for PURCHASER, SELLER shall be notified in writing of any such defect(s) and SELLER shall have thirty (30) days from the receipt of said written notice within which to correct said defect(s) and this CONTRACT shall be extended accordingly. In the event that title to the said property finally proves unmerchantable, then the amount of $_____ shall be returned to PURCHASER and this CONTRACT shall be declared null and void. In the event the PURCHASER, for any reason other than failure of merchantability of title, fails to consummate this CONTRACT, SELLER shall retain the sum of $_____ herewith deposited, as liquidated damages and declare this CONTRACT null and void and/or pursue such other remedies as the law may provide.

7. The property is to be sold as a single entity.

8. This CONTRACT is binding upon the parties hereto, their heirs, successors, personal representatives and assigns.

9. NO SURVIVAL OR SELLER OBLIGATION. The acceptance of a deed by the PURCHASER shall be deemed to be a full performance and discharge of every obligation on the part of the SELLER and the AGENT to be performed pursuant to this CONTRACT.

11. SELLER agrees to pay AGENT a commission as set forth in a contract granting AGENT exclusive right to sell said property at Auction.

DRAFT

We the undersigned have read this CONTRACT and fully understand the contents therein, and understand that this is the complete content of said CONTRACT and acknowledge the receipt of same. Further, we acknowledge that we are not relying on any verbal statements or representations by either the SELLERS or AGENT.

IN WITNESS WHEREOF, the parties have hereunto set their hands this the day, month and year first above written.

SELLER:

_____ Date:_____ Time: _____

_____ Date:_____ Time: _____

PURCHASERS:

Date: _____ Time: _____ _____

_____ Date: _____ Time: ____

AGENT:

Biederman Real Estate & Auctioneers

_____
Tom Biederman, Auctioneer

Date: _____ Time: _____

DRAFT

Terms and Conditions of Absolute Auction Sale

1. The property to be sold is located at **60 Foxley Lane, Frankfort, KY 40601** and shall be sold as a single entity.
2. The property is to be sold in its "as is" condition without any warranty or guarantee as to the physical condition of the property or any of the improvements thereon.
3. This is a **Non-Contingent** Auction Sale, including financing and/or property inspection. All due diligence to be completed prior to Absolute Auction.
4. A ten percent (10%) Buyer's Premium shall be added to the final bid price to determine the gross purchase price.
5. The Purchaser must pay ten percent (10%) of the gross purchase price in cash, certified funds, or personal 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 cash or certified funds within Forty Five (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.
6. The Property will be conveyed to the Purchaser in fee simple, by deed of general warranty, subject only to easements, restrictions and conditions of record, if any, affecting the property. All taxes and assessments shall be prorated as of closing.
7. The property to be sold shall include all permanent improvements located thereon but shall not include any movable personal property.
8. Sellers agree to deliver to Purchaser complete possession of the property at the time of closing.
9. Seller shall continue to maintain the property and continue insurance coverage until closing.
10. Broker participation. A Properly registered buyer broker shall be entitled to a 2% commission of final purchase price at closing.
11. Buyer shall have the opportunity to inspect the property for Lead Based Paint and shall be required to sign a Lead Based Paint Waiver/Disclosure along with the Auction Purchase Contract.
12. **Announcements made the day of Sale take precedence over printed material or prior verbal statements.**

AUCTION REGISTRATION FORM

Complete and return this Registration Form immediately in order to be eligible to bid.

Bidder Number: _____ Business Phone: _____
(To be completed by auctioneer)

AUCTION ADDRESS: 60 Foxley Lane, Frankfort, KY 40601

NAME:_____ EMAIL: _____

COMPANY NAME: _____PHONE:_____

ADDRESS: _____CITY: _____ STATE: _____ ZIP: _____

BANKING INFORMATION:
BANK: _____

ADDRESS: _____CITY: _____ STATE: _____ ZIP: _____

CONTACT: _____ PHONE: _____

I HAVE received, read, and accepted the Terms and Conditions of Sale for the Auction which is set forth in the Auction Terms and Conditions outlined above. I hereby give permission to Biederman Real Estate and Auctioneers to verify all credit references.

DATE: _____ BUYER SIGNATURE: _____

BROKER/AGENT PARTICIPATION: (Agent Participation/Registration form, must be completed by buyer and returned to Biederman Real Estate & Auctioneers no later than ***24 hours prior to sale.*** Subject to Auctioneer Approval)

I hereby name _____ of _____ Real Estate,

_____, _____,
(address) (phone)
as my designated agent in the Auction of 60 FOXLEY LANE, FRANKFORT KY 40601

BUYER SIGNATURE: _____ BROKER/AGENT: _____Time: _____Date:_____

Tom Biederman, Broker/Auctioneer · Tom@BiedermanRealEstate.com
1076 Wellington Way, Lexington KY 40513 · Phone: (859) 277-2030 Fax: (859) 277-6189
BiedermanRealEstate.com

Received by Biederman Real Estate & Auctioneers: Time _____ Date _____

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Biederman Real Estate will strive to represent our clients, both buyers and sellers, with the utmost responsibility. Our representatives will always work to our highest abilities to provide successful transactions for all parties.

We Get it Done!

www.BiedermanRealEstate.com
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(895)277-2030