

# ABSOLUTE AUCTION

3911 BRIAR HILL ROAD

Lexington, Fayette County, Kentucky

10 +/- ACRES

**TUESDAY, DECEMBER 3—11:00 A.M.**



Located on desirable Briar Hill Road and minutes from downtown Lexington, the interstate, and Hamburg- this 10 acre horse farm has it all. Brick and stone ranch style home featuring three bedrooms, two baths, dramatic family room, office, and hardwood floors on the first level; plus an apartment in the lower level with a separate exterior entrance. Very nice six stall barn featuring a wash stall, feed and tack rooms, bath, and walk up partially floored loft. Adjacent to the barn is a 160' x 190' outdoor ring formerly used to give lessons. Additional improvements include a 2 car detached garage and a 30' x 30' metal storage building with concrete floor. This exquisite property is gated, fully fenced for horses, has mature trees, and home overlooks a lovely pond.

**OPEN HOUSE: Sunday, November 24 and December 1—1:00-4:00 p.m.**

**TERMS:** *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. 10% Buyer's Premium added to final bid to determine purchase price, 10% of gross purchase price with signed contract due day of sale, closing on or before 30 days, time being of the essence. Complete terms available on our website.*



**Walt Robertson, Auctioneer**  
(859) 277-6188



**www.kyhorsefarms.com**  
(859) 255-3657



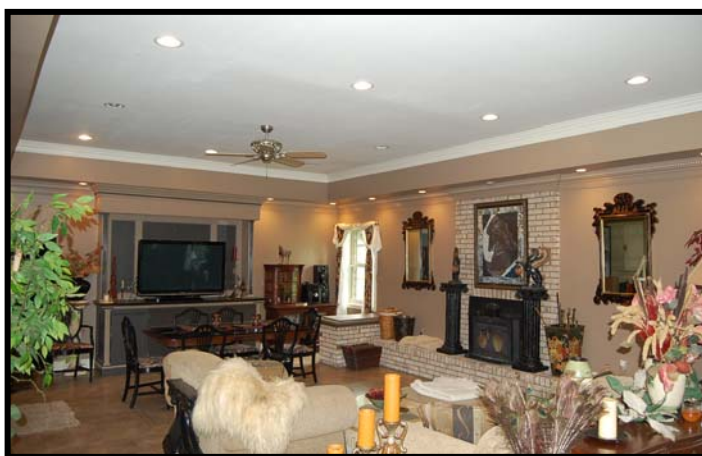
**To be sold at Absolute Auction on Tuesday, December 3, at 11:00 a.m.**—Located on desirable Briar Hill Road and minutes from downtown Lexington, the interstate, and Hamburg— this 10 acre horse farm has it all. Brick and stone ranch style home featuring three bedrooms, two baths, dramatic family room, office, and hardwood floors on the first level; plus an apartment in the lower level with a separate exterior entrance containing a great room, bedroom, and full bath.

Very nice six stall barn featuring a wash stall, feed and tack rooms, bath, and walk up partially floored loft. Adjacent to the barn is a 160' x 190' outdoor ring formerly used to give lessons. Additional improvements include a 2 car detached garage and a 30' x 30' metal storage building with concrete floor.

This exquisite property is gated, fully-fenced for horses, has mature trees, and the home overlooks a lovely pond.



- First level— 2,550 sq ft.
  - 3 bedroom, 2 baths
  - Hardwood floors
  - Wonderful family room w/ fireplace
  - Office
  - Kitchen open to den w/ fireplace
  - Large laundry / pantry
  - Generac home generator
- Lower level apartment—550 sq ft.  
With open kitchen / living room, full bath with a stack washer / dryer and bedroom.
  - Radon mitigation system
  - Front and rear porches (2 levels each)
  - 2 car detached garage
  - Attached carport



## 6 Stall Barn

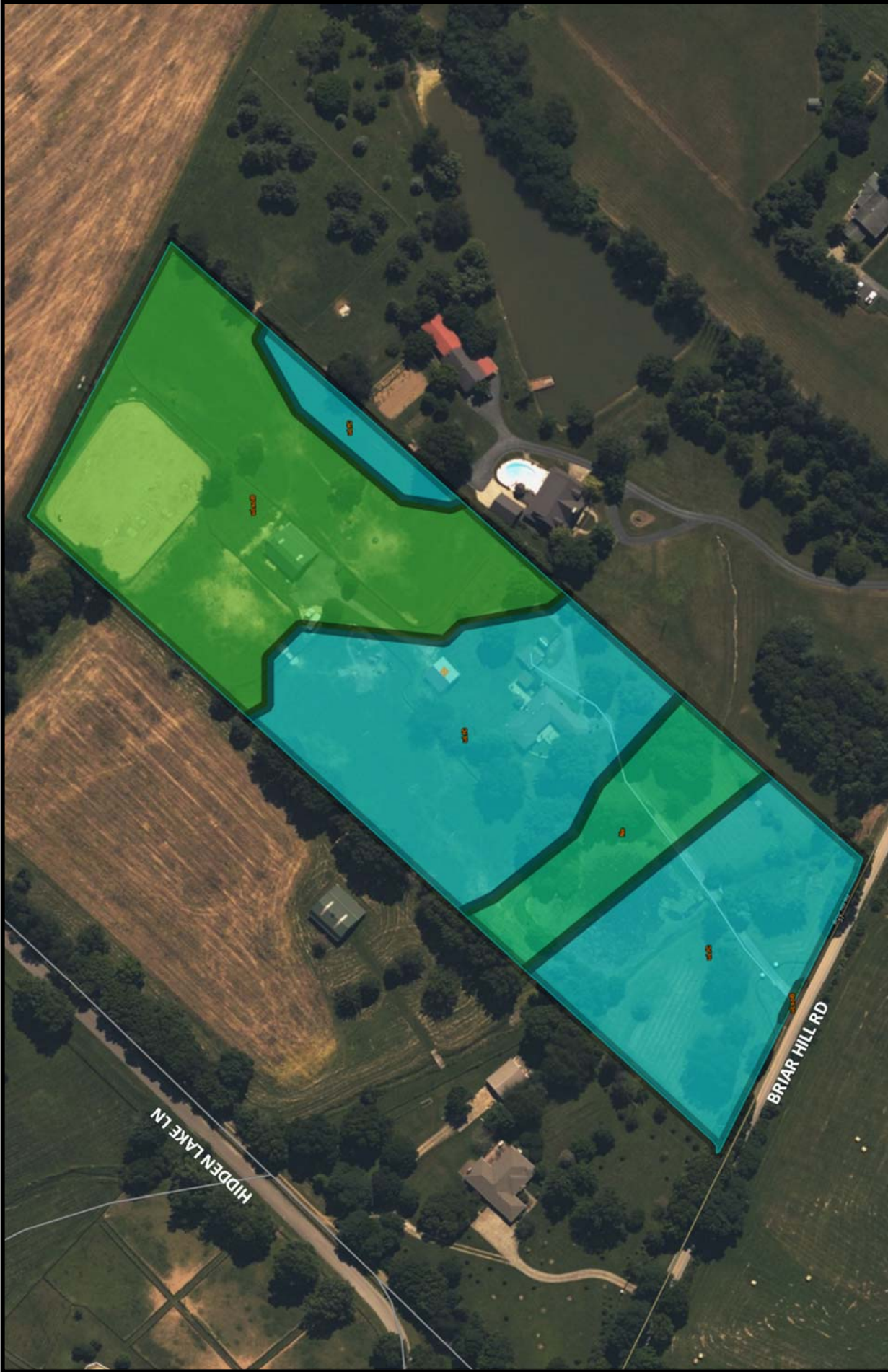


- 6 stall metal wrapped horse barn
- Stalls measure 11' x 11'
- Wash stall
- Feed and tack rooms
- Walk up partially floored loft
- Adjacent 160' x 190' outdoor ring
- 30' x 30' metal equipment building





*Information contained herein is believed to be accurate but is not warranted.*



Summary by Map Unit — Fayette County Area, Part of Fayette County, Kentucky (KY643)

| Map unit symbol                    | Map unit name   | Rating                           | Acres in AOI | Percent of AOI |
|------------------------------------|---|----------------------------------|--------------|----------------|
| Ne                                 | Newark silt loam, 0 to 2 percent slopes, occasionally flooded | Prime farmland if drained        | 1.0          | 9.9%           |
| uLFC                               | Lowell-Faywood silt loams, 6 to 12 percent slopes             | Farmland of statewide importance | 5.3          | 51.8%          |
| uLsoB                              | Lowell-Sandview silt loams, 2 to 6 percent slopes             | All areas are prime farmland     | 3.9          | 38.2%          |
| <b>Totals for Area of Interest</b> |   |                                  | <b>10.1</b>  | <b>100.0%</b>  |

**TERMS AND CONDITIONS OF SALE for  
3911 BRIAR HILL ROAD, LEXINGTON, KENTUCKY**

**AUCTION PROPERTY:** 3911 Briar Hill Road, Lexington, Kentucky 40516

**AUCTION LOCATION & TIME:** Live onsite with online bidding available – Tuesday, December 3, 2024, at 11:00 a.m. EDT. Online bidding will be available **during** the live auction and will commence at the time the live auction begins.

**AUCTION TYPE:** Live onsite with online bidding available. Absolute Auction, no minimum – no reserve.

**REGISTRATION FOR IN-PERSON BIDDING:** All bidders must have proper identification, register, and be approved by Agents in order to bid.

**ONLINE BIDDER REGISTRATION:** Online bidders must register online to bid on the property 24 hours prior to auction and be approved by Agents. Information regarding online bidding and online bidding registration can be found at [www.kyhorsefarms.com](http://www.kyhorsefarms.com).

**BUYER'S PREMIUM:** A 10% Purchaser's premium will be added to the high bid and included in the total contract purchase price. Example: High bid of \$100,000.00 plus 10% buyer's premium = \$110,000.00 contract purchase price.

**TERMS OF SALE FOR IN-PERSON BIDDERS:** The successful bidder shall be required to enter into a non-contingent auction purchase contract and a deposit of 10% of the contract purchase price is due in USD immediately upon the conclusion of the auction. We accept personal, business, and cashier's checks on real estate sales. **The balance of the purchase price is to be paid on or before 30 calendar days**, from the date of the auction, unless otherwise negotiated with the Seller. TIME IS OF THE ESSENCE.

**TERMS OF SALE FOR ONLINE BIDDERS:** The successful bidder shall be required to enter into a non-contingent auction purchase agreement and a deposit of 10% of the contract purchase price is due in USD within 24 hours upon the conclusion of the auction. A cashiers' check overnighted OR a wire transfer will be accepted. **The balance of the purchase price is to be paid on or before 30 calendar days**, from the date of the auction, unless otherwise negotiated with the Seller. TIME IS OF THE ESSENCE.

**ABSENTEE/PHONE BIDDING:** Absentee/phone bidding arrangements are accepted at the discretion of the Agents. Contact Justice Real Estate at 859-255-3657 or 859-619-4441 to make arrangements for absentee/phone bidding options.

**CLOSING:** The successful Purchaser is hereby notified that they should hire an attorney to check the title and coordinate the closing with the agents. Purchaser is responsible for their own closing costs. Seller will pay for Deed preparation

and property transfer tax.

**PROPERTY INSPECTION:** Public previews will be held on Sunday, November 24, 2024, and Sunday, December 1, 2024, between 1:00 and 4:00 p.m. or by appointment.

**POSSESSION:** Possession will be granted with deed transfer.

**REAL ESTATE TAXES:** Pro-rated to deed transfer date.

**INSURANCE:** The successful Purchaser of the subject property is hereby notified that they may wish to insure their interest in the property. The Seller will maintain insurance on the property until the date of closing.

**SPECIAL NOTICE:** The property is offered "AS IS, WHERE IS", and with all faults, with no warranties expressed or implied of any kind. Property will be conveyed by "Special Warranty" deed with no liens or encumbrances, other than existing covenants, restrictions, and easements of record. Bidders should carefully verify all information and make their own decision as to accuracy thereof before bidding. NOTE: Announcements the day of the auction take precedence over any prior information.

**BIDDER'S ACKNOWLEDGMENT:** By signing below, you as a successful bidder agree to the terms and conditions stated herein. This document is part of the non-contingent contract of sale to purchase the property. This is a public offering open to all.

**ONLINE BIDDING ACKNOWLEDGEMENT:** All property is sold in "AS IS, WHERE IS" condition. Property is available for inspection at specified times and it is the bidder's responsibility to determine condition or fitness of purpose.

All description information has been gathered from sources which we believe to be reliable but are not guaranteed. Agents make no warranty or guarantee of any kind with respect to condition, authenticity, provenance, source, suitability for a particular purpose, etc.

**SERVER AND SOFTWARE TECHNICAL ISSUES:** In the event there are technical difficulties related to the server, software, or any other on-line auction related technologies, the agents reserve the right to extend the bidding, continue the bidding, or close the bidding. NEITHER THE COMPANY PROVIDING THE SOFTWARE nor THE AGENTS SHALL BE HELD RESPONSIBLE FOR A MISSED BID OR THE FAILURE OF THE SOFTWARE TO FUNCTION PROPERLY FOR ANY REASON. Email notifications will be sent to registered bidders with updated information as deemed necessary by the agents.

Any dispute between the agents or representatives and the buyer(s) will be tried in a court of jurisdiction in Fayette County, Kentucky. By bidding on the property, buyer agrees to all terms and conditions set forth.



The Agents reserve the right to alter this agreement at any time. This will take place by updating this site. Please check back and review these terms and conditions as every time you use this site you are agreeing to the terms and conditions as they are written at that time.

If a bidder at any time feels his/her username, password, or bidder number has been compromised due to lack of security by the bidder, notify the Agents immediately.

The property to be sold shall include all permanent improvements located thereon but shall not include any moveable personal property.

Purchaser agrees to waive the right to any post-sale lead based paint inspection, if applicable.

**For additional information contact Bill Justice at [bcjustice@icloud.com](mailto:bcjustice@icloud.com) or 859-255-3657, or 859-619-4441.**

**TIME IS OF THE ESSENCE in regard to all auction terms and conditions.**

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**Purchaser** **Date**

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**Purchaser** **Date**

|                       |                                 |
|-----------------------|---------------------------------|
| <b>Bidder's name</b>  | <b>For Agents Company Only:</b> |
| _____                 | Auction Price \$ _____          |
| <b>Address</b>        | Buyer's Premium \$ _____        |
| _____                 | Total Contract Price \$ _____   |
| <b>Phone</b>          | Deposit \$ _____                |
| _____                 |                                 |
| <b>Email</b>          |                                 |
| _____                 |                                 |
| <b>Bidder #</b> _____ |                                 |

**SWINEBROAD-DENTON, INC.**  
**1076 Wellington Way**  
**Lexington, KY 40513**  
**Phone (859) 312-0628**

**JUSTICE REAL ESTATE, INC.**  
**518 East Main Street**  
**Lexington, Kentucky 40508**  
**Phone (859) 255-3657**

## **ABSOLUTE AUCTION PURCHASE AGREEMENT**

This ABSOLUTE AUCTION PURCHASE AGREEMENT (the "Agreement") is made and entered into on December 3, 2024, by and among: (i) STEVEN H. SACKMANN, as Trustee of the C. RAY ZANDER and SUSAN M. ZANDER TRUST U/A/D February 3, 2012, with an address of 455 East Hemlock Street, Othello, Washington 99344 (collectively, the "Seller"); (ii) \_\_\_\_\_ with an address of \_\_\_\_\_ (collectively and individually, the "Purchaser") and (iii) SWINEBROAD-DENTON, INC., a Kentucky corporation whose principal is duly licensed by the Commonwealth of Kentucky as a real estate broker and auctioneer, and JUSTICE REAL ESTATE, INC., a Kentucky corporation whose principal is duly licensed by the Commonwealth of Kentucky as a real estate broker (collectively, the "Agents").

### **RECITALS:**

A. Seller is the owner of and is authorized to sell and have granted to Agents an exclusive contract authorizing Agents to sell the real property located at 3911 Briar Hill Road, Lexington, Kentucky 40516 comprising approximately ten (10) acres and more fully described on **Exhibit A** attached hereto and incorporated by reference herein (the "Property"). The Property shall include all permanent improvements located thereon but shall not include any movable personal property.

B. The Property was sold at absolute auction held the day, month and year first above written (the "Auction") and Purchaser was the successful bidder and deemed to be the Purchaser of the Property.

C. Pursuant to the terms and conditions of the Auction, Purchaser and Seller have agreed to execute and deliver this Agreement to memorialize the terms and conditions of the purchase and sale of the Property.

### **AGREEMENTS:**

NOW, THEREFORE, in consideration of the recitals, the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

1. **Purchase and Sale of Property.** At Closing (as defined below), Seller shall sell the Property to Purchaser and Purchaser shall purchase the Property from Seller on the terms and subject to the conditions contained in this Agreement and as set forth on **Exhibit B** attached hereto and incorporated by reference herein.

2. Purchase Price. The purchase price for the Property is equal to \$ \_\_\_\_\_ (the "Purchase Price"), which consists of a final bid price equal to \$ \_\_\_\_\_ plus a ten percent (10%) buyer's premium of the final bid price equal to \$ \_\_\_\_\_ (the "Buyer's Premium").

3. Payment of Purchase Price. The Purchase Price shall be paid as follows:

3.1 Earnest Money Deposit. Simultaneously with the execution and delivery of this Agreement, Purchaser shall deliver to Agents the sum of \$ \_\_\_\_\_ by wire transfer of immediately available funds, certified funds or, if acceptable to Agents and Seller in their sole discretion, check, which represents ten percent (10%) of the Purchase Price (the "Earnest Money Deposit"). The Earnest Money Deposit shall be deposited into the non-interest escrow account of either of the Agents. At the Closing, the Earnest Money Deposit shall be applied to the Purchase Price for the benefit of Seller.

3.2 Balance. The sum of \$ \_\_\_\_\_, representing the balance of the Purchase Price shall be paid to Seller by wire transfer of immediately available funds or certified check, subject to Section 6.7, to the lienholders of record on the Property in such amounts and priority as are determined by applicable law with the net balance, if any, to Seller at Closing.

4. NO REPRESENTATIONS OR WARRANTIES. THE PROPERTY WAS SOLD AT ABSOLUTE AUCTION IN ITS "AS IS, WHERE IS" CONDITION WITH ALL EXISTING FAULTS AND DEFECTS AND EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATIONS, WARRANTIES OR GUARANTIES OF ANY KIND AS TO THE PHYSICAL CONDITION OF THE PROPERTY OR ANY OF THE IMPROVEMENTS THEREON.

5. Closing. Closing of the purchase and sale of the Property shall be held not later than thirty (30) days following the date of this Agreement, at such time and location as may be reasonably acceptable to Purchaser and Seller. Time shall be of the essence in Closing the purchase and sale of the Property. Upon Seller's delivery of the items set forth in Section 5.1 and Purchaser's delivery of the items set forth in Section 5.2, the Closing shall be complete and Purchaser shall take title and possession of the Property. Title to and all risk of loss with respect to the Property shall pass from Seller to Purchaser immediately upon completion of the Closing.

5.1 Deliveries of Seller. At Closing, Seller shall deliver or cause to be delivered to Purchaser the following:

(a) Deed. A Special Warranty Deed conveying title to the Property, free and clear of all encumbrances except for (i) any easements and restrictive covenants of record, (ii) any zoning, building and health restrictions, regulations and ordinances applicable to the Property, and (iii) any real estate taxes assessed against the Property due and payable in the year of Closing and thereafter; and

(b) Possession. Possession of the Property.

5.2 Deliveries of Purchaser. At Closing, Purchaser shall deliver the balance of the Purchase Price, subject to Section 6.7 to the lienholders of record on the Property in such

amounts and priority as are determined by applicable law with the net proceeds balance, if any, to the Seller. Purchaser hereby authorizes Agents to deliver the Earnest Money Deposit to Seller at Closing.

6. Covenants and Additional Agreements.

6.1 Ad-Valorem Taxes. All ad valorem taxes for the current year assessed against the Property are to be prorated to the date of the Closing and Seller shall pay the transfer tax.

6.2 Filing Fees, Deed Preparation and Transfer Tax. Seller shall be responsible for and pay applicable real estate transfer taxes and costs of preparation of the deed. Purchaser shall be responsible for the cost of any title search or title insurance policy, and any other charges properly borne by Purchaser consistent with the terms of this Agreement. Except as otherwise specifically provided in this Agreement, each party shall pay its share of all closing costs as usually and customarily paid by sellers and buyers, respectively, in a transaction of this type in Kentucky.

6.3 Termination. In the event that the title to the Property should prove un-merchantable in the reasonable 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 such written notice within which to correct said defect(s) and this Agreement and the Closing shall be extended accordingly. In the event that title to the Property finally proves un-merchantable within such thirty (30) day period, Agents shall initiate the release process of the Earnest Money Deposit to Purchaser pursuant to KRS 324.111(6) as Purchaser's sole and exclusive remedy. In the event the Purchaser, for any reason other than failure of merchantability of title, fails to purchase the Property or otherwise perform its obligations under this Agreement, Agents shall initiate the release process of the Earnest Money Deposit to Seller pursuant to KRS 324.111(6), as liquidated damages. In such event, Seller may declare this Agreement null and void and/or pursue such other remedies available to it in law or equity.

6.4 Escrow Provisions. Notwithstanding anything contained in this Agreement to the contrary, Agents shall be under no responsibility in respect of the assets deposited with it other than faithfully to follow the instructions herein contained. Agents shall be fully protected in acting in accordance with any joint written instruction from Purchaser and Seller. In the event any action is threatened or instituted against Agents, they may interplead the parties hereto and may deposit the Earnest Money Deposit into court and in such event Agents shall be relieved of and discharged from any and all obligations and liabilities under and pursuant to this Agreement. The provisions of this Section 6.4 shall survive Closing and termination of this Agreement.

6.5 Maintenance and Insurance. Seller shall continue to maintain the Property and continue insurance coverage until Closing. Risk of loss with respect to the Property shall remain with the Seller until Closing.

6.6 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 Agents to be performed pursuant to this Agreement.

6.7 Agents Commission. Notwithstanding anything contained in this Agreement to the contrary, at Closing, Seller shall pay Agents a commission as set forth in the Absolute Auction Agreement between Seller and Agents which granted Agents the sole and exclusive right to sell the Property at the Auction.

7. Miscellaneous.

7.1 Notices. All notices, requests, consents and other communications hereunder shall be in writing, shall be addressed to the receiving party's address set forth on the signature page to this Agreement or to such other address as a party may designate by notice hereunder, and shall be either (i) delivered by hand, (ii) sent by recognized overnight courier, or (iii) sent by registered or certified mail, return receipt requested, postage prepaid. All notices, requests, consents and other communications hereunder shall be deemed to have been given (i) if by hand, at the time of the delivery thereof to the receiving party at the address of such party set forth above, (ii) if sent by overnight courier, on the next business day following the day such notice is delivered to the courier service, or (iii) if sent by registered or certified mail, on the fifth business day following the day such mailing is sent. The address of any party herein may be changed at any time by written notice to the parties.

7.2 Entire Agreement. This Agreement embodies the entire agreement and understanding among the parties hereto with respect to the subject matter hereof and supersedes all prior oral or written agreements and understandings relating to the subject matter hereof. No statement, representation, warranty, covenant or agreement of any kind not expressly set forth in this Agreement shall affect, or be used to interpret, change or restrict, the express terms and provisions of this Agreement.

7.3 Modifications and Amendments. The terms and provisions of this Agreement may be modified or amended only by written agreement executed by all parties hereto.

7.4 Assignment/Binding Effect. Neither this Agreement, nor any right hereunder, may be assigned by any party without the prior written consent of the other parties. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective heirs, personal representatives, successors and permitted assigns.

7.5 Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be construed in accordance with and governed by the internal laws of the Commonwealth of Kentucky without giving effect to the conflict of law principles thereof.

7.6 Severability. In the event that any court or other arbitral tribunal of competent jurisdiction shall finally determine that any provision, or any portion thereof, contained in this Agreement shall be void or unenforceable in any respect, then such provision shall be deemed limited to the extent that such arbitral tribunal determines it enforceable, and as so limited shall remain in full force and effect. In the event that such arbitral tribunal shall determine any such provision, or portion thereof, wholly unenforceable, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.

7.7 Headings and Captions. The headings and captions of the various subdivisions of this Agreement are for convenience of reference only and shall in no way modify, or affect, or be

considered in construing or interpreting the meaning or construction of any of the terms or provisions hereof.

7.8 Attorneys' Fees. The prevailing party of any action to enforce the terms of this Agreement or the other Documents shall be entitled to recover its reasonable attorneys' fees and other costs in addition to any other relief which may be granted.

7.9 Counterparts. This Agreement may be executed in one or more counterparts, and by different parties hereto on separate counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

7.10 Facsimile or Email Signatures. The exchange of copies of this Agreement and of the signature page by facsimile or email transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of an original Agreement for all purposes. Signatures of the parties transmitted by facsimile or email shall be deemed their original signatures for all purposes.

\* \* \* \* \*

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

**SELLER:**

C. RAY ZANDER AND SUSAN M. ZANDER  
TRUST

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date & Time: \_\_\_\_\_

**AGENTS:**

SWINEBROAD-DENTON, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date & Time: \_\_\_\_\_

JUSTICE REAL ESTATE, INC.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date & Time: \_\_\_\_\_

DRAFT

**PURCHASER:**

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of Person Signing: \_\_\_\_\_

Title: \_\_\_\_\_

Date & Time: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Email Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

DRAFT



**Exhibit A**  
**Property Description**

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**Exhibit B**  
**Terms and Conditions**

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# AUCTION REGISTRATION FORM

Auction Address: 3911 Briar Hill Road, Lexington, Ky 40516

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

Bidder Number: \_\_\_\_\_ (to be completed by Agent)

NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

HOME PHONE: \_\_\_\_\_ CELL \_\_\_\_\_ WORK \_\_\_\_\_

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 Justice Real Estate and Swinebroad-Denton, Inc., to verify all credit references. The Agents may require a pre-auction deposit or cash or certified check for the deposit.

PURCHASER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

**BROKER/AGENT PARTICIPATION:** A Purchaser's Agent is not necessary; however, if applicable, this portion will need to be completed and submitted by the Purchaser. Agent Participation/Registration Form must be filled out and returned to Justice Real Estate no later than Monday, December 2, at 3:00 p.m. EDT. Subject to Agent Approval. In order for Agent to receive the commission, Purchaser Agent must attend the sale with the client.

**NO EXCEPTIONS!**

I hereby name \_\_\_\_\_ of \_\_\_\_\_ Real Estate

\_\_\_\_\_  
(address) \_\_\_\_\_ (phone) \_\_\_\_\_  
as my designated agent in the Auction of 3911 Briar Hill Road, Lexington, Kentucky 40516.

PURCHASER SIGNATURE \_\_\_\_\_ BROKER AGENT : \_\_\_\_\_

Time: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_ Date: \_\_\_\_\_

**Received by Justice Real Estate:** Date \_\_\_\_\_ Time \_\_\_\_\_