### MODIFIED SEALED BID AUCTION

### SUBJECT TO ABSOLUTE

### “Will SELL to HIGHEST BIDDER per Terms & Conditions”

### Development Lot in Winding Ridge Plantation

### 1617 SE Golfers Ridge, L-T1-29

### Bolivia, NC 28422

### PIN #184MA009

#### Auction Begins

**Oct 8. 2019 noon – 5pm Friday Nov 15th**

### Location of Auction:

ONLINE/Mail in SEALED BID (go to www.GreatWesternRealEstateandAuction.com)

### Property Details

**Development Lot at 1617 SE Golfers Ridge PIN#184MA009, Bolivia, NC**

**Located in Winding River Plantation – Home of Carolina National Golf Course**

Looking for a Lot that has it ALL? This beautiful homesite in a secluded setting is .64 ac offering privacy and many unsurpassed amenities in beautifully amenity rich Winding River Plantation, home of the Award Winning Carolina National Golf Course just a few miles from Oak Island and Southport minutes from Wilmington. Facing Two Golf Course fairways, A Nature Preserve & Breathtaking View Of The Lockwood Folly River. Also has a view of the 6th hole of the Ibis course at Carolina National Golf Course in Winding River Plantation. Enjoy all the amenities Winding River plantation has to offer: Clubhouse, pool, tennis, fitness center, bocce ball court, Beach Club & pool on Holden Beach, River House & Marina, miles of paths, community garden & butterfly park.

All This & The Winding River Amenities: Gated 27-hole Golf Course community With Beach Club & Pool On Holden Beach, River House & Marina On Lockwood Folly River, Clubhouse pool, Tennis, Exercise Facility & More.

Sold for 146k 2005

Amenities - Freddie Couples Championship Golf Course, Private Riverhouse w/Marina and Beach Club.

**PREVIEW ON YOUR OWN Monday – Sat 9am-5pm**

**View Winding River Plantation info at** [**www.WindingRiverPlantation.com**](http://www.WindingRiverPlantation.com)

**For Terms and Conditions, Sealed Bid Form and more information go to** [**www.GreatWesternRealEstateandAuction.com**](http://www.greatwesternrealestateandauction.com/)

**Call Jeff Messer, Auctioneer with Great Western Auction and Appraisal with any questions at 214-957-1910.**

**le through Sealed Bid Auction**

**38.10 Acres**

**Access Easement (if necessary)**

# Colliers Auction Services for

The Indiana Department of Administration

State of Indiana Property for Sale through Sealed Bid Auction

Bids are Due: **Thursday, June 7, 2012, 2:30 PM**

Girls School Road

For information call: 317 663 6094

Or visit <http://www.in.gov/idoa/surplus> Michael Kuehl, michael.kuehl@colliers.com AU11100046 **·** AC31100033

Girls School Road – Indianapolis, Indiana Marion County, Wayne Township Sale Number 2012-49-01

Public Showing - by Appointment Only

(24 hours notice required)

SEALED BID FORM - Sealed bids must be submitted on the bid form (Bid Submittal Form) attached hereto on such properly and fully completed Sealed Bid Submittal Form, may be rejected by Great Western Auction & Appraisal Services in its sole discretion.

The completed bid form should be placed in a sealed envelope labeled clearly on the outside: 1617 Golfers Ridge Auction.

**All sealed bids must be received by 5:00 PM, EDT, Friday, Nov 15, 2019 at:**

Great Western Auction

Attn: Jeff Messer

706 Pipit Pl

Calabash, NC 28467

It is the bidder’s sole responsibility to ensure that their sealed bid is received by 5:00pm EDT, Friday, Nov 15th, 2019, at the address above.

Each Sealed Bid Form should be completed and signed by a person authorized to commit the purchase in the amount of the bid.

OFFERS - All offers will be received and reviewed by Great Western Auction &

Appraisal for the subject property on Friday Nov 15th, 2019 between 5:01pm7pm. The top 3 bidders for each property will then be notified that they have qualified for the final round of bidding and asked to submit their BEST and

FINAL OFFER offer by the same method above by 5:00 PM EDT Tuesday Nov 19th by 5pm EST.. Great Western Auction & Appraisal reserve the right to accept or reject any offer by the same method above, to waive defects and technicalities in an offer package, to re-advertise the property, to request a final and best offer and/or r withdraw the property from sale at any time. Any corporations submitting offers must furnish evidence that the officer(s) or employee(s) who executes the offer has been given the power to act on behalf of the Seller.

AWARD OF CONTRACT – Great Western Auction & Appraisal will award the sale to the highest bidder with a completed Sealed Bid Submittal Form where the Seller Confirms the Sale. In case of a tie, Great Western Auction & Appraisal will ask the tied bidders to submit a final and best offer.

Within three (3) business days after the **FINAL** bid opening, Great Western Auction &

Appraisal will notify the successful bidder that his/ her bid has been accepted by the

Seller. He/she shall then have three (3) business days after receipt of the Purchase Agreement to execute and return the Purchase Agreement with a 10% Cashier’s check of the final Bid amount (Made out to Hewett Law).

Within three (1) business days after the bid opening, Great Western Auction and Appraisal will notify the top 3 bidders to submit the Final Highest and Best Offer by successful bidder that his/ her bid has been accepted. He/she shall then have two (2) working days after receipt of the Purchase Agreement to execute and return the Purchase Agreement with the 10% deposit check (Made out to Hewett Law S).

ELIGIBILITY - Persons making offers must be at least 18 years of age or older.

INDEMNIFICATION - Person making offer agrees for and on behalf of him/herself, his/her heirs, successors and assigns that he/she shall indemnify and hold Great Western Auction and Appraisal, it’s Auctioneer and personnel harmless from and against and claim, demand or cause of action arising or alleged to have arisen out of the sale or failure to sell the property including claims for personal or bodily injury, death or contract damages.

MODIFICATIONS - The terms, conditions and provisions herein are subject to change at the sole discretion of the Auctioneer or Auction Company. Auction Company or Auction personnel may register as a bidder in any Auction.

All bidders and other participants of this sale agree that they have read and fully understand these terms and agree to be bound thereby.

BUYER’S PAID PREMIUM - A 10% “Buyers Premium” will be added to the high bid price to determine the TOTAL CONTRACT PRICE (High Bid + Buyer’s Premium = Total Contract Price)

SEALED BID SUBMITTAL FORM – Sealed bids MUST be submitted on a properly completed “Sealed Bid Submittal Form” which is attached. By submitting a bid, each bidder is agreeing to all Terms and Conditions of the sale. Bids not submitted on such properly and fully completed (and signed) Sealed Bid Submittal Form, may be rejected by Colliers Auction Services in its sole discretion.

ACCEPTANCE OF BID PRICE: The successful bidder will be required to enter into a Conditional Sales Agreement (“Conditional Sales Agreement”), after acceptance of an offer which is attached hereto and made a part hereof thereby.

The successful bidder shall have two (2) working days after notification of an accepted offer to execute and return the Conditional Sales Agreement with the Earnest Money to Hewett Law, 712 Village Rd, Ste 205, Shallotte, NC 28470.

EARNEST MONEY - A deposit of 10% of the Total Contract Price will be required to be sent in with the executed Conditional Sales Agreement. The deposit check should be made payable to Hewett Law and may be a personal or business check.

FINANCING & LOCAL APPROVALS - The sale is NOT conditioned on the buyer obtaining financing or local approvals.

INSPECTION OF PROPERTY - All persons interested in the subject property are invited, urged and cautioned to thoroughly inspect the Property prior to submitting an offer. This property is being sold on an “AS IS, WHERE IS” basis, and no warranty or representations either express or implied, concerning the property is made by the Seller or the Auction Company. Interested purchasers are encouraged to perform an independent investigation and records search prior to submitting a bid for the property.

POSSESSION - Possession will be transferred at closing by General Warranty Deed.

TITLE INSURANCE & CLOSING FEE - Buyer shall be solely responsible for the payment of all premiums and fees associated with title insurance, including any and all closing fees or recording charges. Buyer shall be responsible for payment, at or before Closing, of search fees charged by the title company from whom Seller obtained a preliminary title review and commitment. Unless waived by the title company, said closing fees shall be payable by Buyer whether or not Buyer obtains a policy of title insurance.

MODIFICATIONS - The terms and conditions and provisions herein are subject to change.

**SALE OF 1617 SE Golfers Ridge, Bolivia, NC 28422**

Sale Number – PIN # 184MA009 at 1617 SE Golfers Ridge Dr, Bolivia, NC 28422

*By signing this certification and returning it to Colliers Auction Services, the undersigned (“Bidder”) hereby certifies to the following:*

1. Bidder acknowledges that Bidder has received and read the foregoing Sealed Bid Auction Instructions/Terms/ Conditions, and hereby agrees to same.
2. Bidder acknowledges that by submission of this bid, Bidder is making an irrevocable offer for the contract to purchase the Auction Property described or referred to in the foregoing Sealed Bid Auction Instructions/ Terms/Conditions.
3. Bidder understands that the terms and rules of the Auction will be strictly enforced and that there will be no exceptions.
4. Bidder understands that the TOTAL PURCHASE PRICE is a combination of Bidder’s Written High Bid Amount (below) and a 10% or $1500(whichever is Greater) Buyer’s Premium (below), as detailed below.
5. Bidder understand that if he/she is the high bidder, Bidder will be required to sign the Auction Agreement upon notice of being declared the high bidder. Bidder agrees to complete, sign, and return

the Conditional Sales Agreement along with the 10% Earnest Money check within five (3) working days after notification of being the high bidder.

1. Bidder has examined the proposed agreement of purchase and sale given to him/her as par of the Bid Package and understands that it is a legally binding contract and is not contingent upon financing or anything else.
2. **The person(s) submitting this bid swears and affirms that he/she has been duly authorized to execute**

**this bid on behalf of the bidder and has obtained all necessary or applicable approvals to make this bid fully binding upon the bidding entity when his/her signature is affixed.**

* 1. Written High Bid Amount $
	2. Plus 10% or $1500 (whichever is Greater) Buyer’s Premium $

**C. TOTAL PURCHASE PRICE $ (Sum of “A” and “B”)**

Bidder understands that this written bid is irrevocable and will be subject to acceptance by the Seller (if at all). If this bid is accepted, this Sealed Bid Certification Form, and sealed bid Auction Instructions/Terms/Conditions mentioned above, shall constitute a contract between Bidder and the State of Indiana.

Bidder’s Name: Bidder’s Address: Bidder’s Phone:

Bidder’s Fax:

Bidder’s E-mail: Bidder’s Signature: X Date: