

BID PACKET

Janet & Charles Alvey Jr.

4 ACRE HOMESITE & POLE BARN ABSOLUTE AUCTION



**3100 EMMONS LANE
FLOYDS KNOBS, IN 47119**

AUCTION HELD AT 3324 BALMER FENWICK ROAD, FLOYDS KNOBS, IN 47119



SATURDAY, MARCH 14 @ 10AM

Sells immediately following the 173-Acre Farm Auction

**HARRITT
GROUP** INC.

HARRITGROUP.COM

AUCTION CONDUCTED BY DOUG HARRITT AUCTIONEER AU01051345



REAL ESTATE AUCTION TERMS AND CONDITIONS

3100 EMMONS LANE, FLOYDS KNOBS, IN 47119

Saturday, March 14, 2020

Each property is offered under specific terms and conditions per the printed auction bid packet and is included and adapted in a legally binding purchase agreement. If you have not read and reviewed the auction bid packet or do not completely accept the terms and conditions - do not bid.

AUCTION LOCATION - Auction held live onsite at **3324 BALMER FENWICK ROAD, FLOYDS KNOBS, IN** and will sell immediately following the 173-Acre Alvey Estate Farm Auction beginning at 10am.

REGISTRATION REQUIRED - Onsite registration will begin one hour prior to auction. All bidders must provide a valid driver's license and current address. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions. The Harritt Group staff is always available on auction day to assist any bidder who has questions. If you need assistance prior to please call our office at 812-944-0217.

BUYER'S PREMIUM - A buyer's premium of ten percent (10%) of the high bid shall be added to the hammer bid price and included in the total purchase price to be paid by the successful bidder(s). Example: Hammer Bid Price \$100,000 plus a 10% buyer's premium equals a contract purchase price of \$110,000.

MANNER OF PAYMENT - A *10% non-refundable down payment* in the form of cash or check is due immediately following the auction with the signing of a legally binding purchase agreement.

CLOSING - All auctions are a cash sale and the balance of the purchase price will be due in 40 days. If the buyer chooses to obtain financing for the balance of the purchase price, completion of this transaction is *not* based upon the condition of successfully obtaining financing nor is it subject to a satisfactory appraisal or inspections of any kind. All closing costs and wiring fees are the buyer's expenses.

POSSESSION - Seller will give possession at closing.

SURVEY - No survey is provided, selling per courthouse records.

INSPECTION - Property is being sold "As Is" with no contingencies and no warranties expressed or implied by the seller or the auction company. All inspections are welcomed *prior to auction* at the buyer's expense. The buyer relies upon the condition of the property based upon their own examination and due diligence concerning the property and has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property. All information contained in the advertising and all related materials is subject to the terms and conditions outlined in the purchase agreement. All home measurements are per courthouse records. *Buyer acknowledges that in every neighborhood there are conditions that others may find objectionable. The buyer shall, therefore, be responsible to become fully acquainted with the neighborhood and other off-site conditions that could affect the Property.*

FLOOD DESIGNATION - Buyer may not terminate the agreement if the property requires flood insurance or that is subject to building or use limitations by reason of the location, which materially interferes with the buyer's intended use of the property. The buyer shall pay for and be responsible for flood certification if needed.

EVIDENCE OF TITLE - Seller will provide merchantable title via a deed. Cost of title evidence, as desired by the buyer, to be a buyer's expense. Owner's title insurance is always strongly recommended, and that without said insurance, the buyer may have no future objections to the title, or potential losses. The buyer is accepting title subject to all recorded or unrecorded covenants, restrictions, and easements.

PROTECTIVE COVENANTS AND RESTRICTIONS

Property is being sold without deed restrictions or protective covenants.

ACCESS EASEMENT AND MAINTENANCE AGREEMENT

The adjoining property owner has an ingress and egress easement along the existing driveway with a maintenance agreement.

REAL ESTATE TAXES AND ASSESSMENTS - All taxes that have accrued for any prior calendar year that remain unpaid shall be paid by the seller either to the County Treasurer and/or the buyer in the form of a credit at closing. All taxes that have accrued for the current calendar year shall be prorated on a calendar-year basis as of the day immediately prior to the closing date. *The buyer also acknowledges the seller's tax exemptions and/or credits may not be reflected on future tax bills.* The buyer may apply for current-year exemptions/credits at or after closing if applicable.

FEDERAL LEAD-BASED PAINT DISCLOSURE - Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint. All inspections and assessments for the presence of lead-based paint and/or lead-based paint hazards must be made prior to the auction. The buyer waives the 10-day opportunity to conduct such an assessment and acknowledge receipt of the lead-based paint disclosure form.

SOLD WITHOUT RESERVE - Property selling to the highest bidder with no minimum.

BROKER PARTICIPATION - A commission will be paid to any properly licensed Broker who registers prior to a successful buyer according to the appropriate Broker Participation Agreement and requirements.

PRE-AUCTION SALES - Pre-auction offers must meet all auction terms and be submitted to the Auctioneer on the Auction Purchase Agreement along with the required deposit. Properly submitted offers will be presented to the seller, who may accept or reject such offer in their sole and absolute discretion.

AGENCY The Harritt Group is acting exclusively as agents for the seller.

Client Detail

3100 Emmons Lane, Floyds Knobs, IN 47119

Listing #: 202006318

\$0

Active (03/03/20)



Prop Type:	Vacant Land	Lot Sz:	180,338.40
County:	Floyd	Lot Sz Src:	Assessor
Subdiv:	No	DOM:	0
Township:	Lafayette	Lot Dim:	
Acres:	4.1400	Irreg. Dim:	
Zoning:	Residential	Annual Tax:	1,007
Outbuildings:	Barn(s), Shed	Tax Year:	2018/2019
Mobile/Modular:		Land Assess:	\$56,200
Wooded YN:	No	Improvements:	\$4,100
Exempt:	3,000	Total Assess:	\$60,300
Road Type:	Paved	Timber Acreage:	
Road Frontage:	141'	Pasture Acreage:	
HOA:	None	Possible Financing:	Cash

Parcel#: 220402900025000006
 Adl Parc#: **220402900033000006**
 Lot Description: **Additional Land Av, Creek**
 Legal: **SW 1/4 29-1-6 3.6229 AC, W 1/2 SE 1/4 / RW 29-1-6 0.486 AC, NW 1/4 SW 1/4 29-1-6 0.0376 AC** 3,000
 Directions: **From downtown Floyds Knobs take Scottsville Road north 3.8 miles to right on Starlight Road. 1.2 miles to right on Roberts Road. Continue 3/4 mile to left on Banet Road. 3/4 mile to right on Emmons Lane. Auction on the right.**

Remarks

4-Acre Homesite & Pole Barn Absolute Auction - Saturday, March 14 @ 10AM. Selling absolute to the highest bidder a 4.14-acre site overlooking creek with 24' x 24' pole barn and 20' x 20' three-sided metal carport located just off Banet Road in beautiful Floyds Knobs. Property has 141' road frontage with concrete bridge over Indian Creek Tributary to a high building site with an existing septic system. The adjoining property has an ingress and egress easement with a maintenance agreement. This land is owned by Charles & Janet Alvey and is adjacent to the 173-Acre Alvey Estate Farm Auction. See MLS# 202006030. The auction will be held at the Alvey Estate Farm - 3324 Balmer Fenwick Road - and will sell immediately following the 173-Acre Auction. Property is located 9 miles to downtown New Albany and just minutes to scenic Starlight Indiana. Additional Parcel # 22-04-02-900-011.001-006. BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price and included in the total purchase price to be paid by the successful bidder(s). REAL ESTATE TERMS 10% Non-refundable down payment due day of auction, balance due in 40 days. Possession at closing. Taxes prorated to the day of closing. Selling as is without contingencies, all inspections welcomed prior to the auction. OPEN INSPECTION Drive by at your convenience or call for an appointment.

Utilities

Natural Gas:	No	Natural Water:	Creek
Water Type:	Public Available	Electricity:	No
Sewer Type:	Septic Onsite		

General Information

Possession:	At Closing	Seller Will Lease:	No
Restrictions:	No	Sign:	Yes
Flood:	No	Terms:	No

373

004-19800-12 ✓

Floyd County Recorder
Linda L. Berger 5P
JKM Date 08/08/2005 Time 11:49:48
I 200511304 Page 1 of 5

EASEMENT AGREEMENT

This Agreement, dated this 4th day of August, 2005, between Charles W. Alvey, Jr. and Janet Alvey ("Grantors"), and Charles W. Alvey and Clarissa F. Alvey ("Grantees").

WITNESSETH

WHEREAS, Grantors own and have title to the real estate in Floyd County, Indiana, described as follows:

A part of the Southwest Quarter of Section 29, Township 1 South, Range 6 East, described as follows:

Beginning on the North line of said Quarter Section at the most Northwesterly corner of the 107.50 acres, more or less, conveyed to Charels W. Alvey and wife by Charles E. Dohn and wife by deed recorded May 29, 1956 in Dccd Record 148, page 485 of the Floyd County, Indiana Records, such point of beginning being the Northeast corner of the 9 1/2 acres heretofore conveyed to John Andres; running thence South 25° West along Alvey's Westerly line and Andres' Easterly line for a distance of 420 feet; thence East parallel with the North line of said Quarter Section for a distance of 420 feet; thence North 25° East 420 feet to the North line of said Quarter Section; thence running Westwardly along the North line of said Quarter Section for 420 feet to the place of beginning, containing 4.05 acres, more or less, and fronting on Emmons Road, a public highway, for 420 feet.

WHEREAS, Grantee owns and has title to the real estate in Floyd County, Indiana, described as follows:

See Attachment - Grantees' property description, commonly referred to as Alvey DR 148-485

200511305

WHEREAS, said properties are adjacent to each other; and

WHEREAS, the parties desire to grant and confirm ingress and egress easements for the use of their adjoining properties and to make certain agreements with respect to said easements.

Duly Entered For Taxation
Subject To Final Acceptance
For Transfer

AUG 08 2005

Jereca A. Plais
AUDITOR FLOYD CO. IND.

NOW, THEREFORE, pursuant to said Agreement and for and in consideration of the sum of One Dollar (\$1.00) paid by each of the parties to the other, receipt of which is hereby acknowledged, and of the mutual covenants, agreements, conditions and stipulations herein contained, it is mutually covenanted, stipulated and agreed by and between the parties as follows:

1. **GRANT BY GRANTEES**: Grantees hereby grant to Grantors, his successors and assigns, a perpetual and non-exclusive easement and right-of-way for Grantor and his assigns, and all other persons on Grantor's above-described tract with Grantor's permission, to pass and re-pass along and over so much of the existing 30-foot driveway and utility easement, as shown on the drawing attached hereto as "Exhibit A."

2. **MAINTENANCE OF ACCESS DRIVE**: The parties agree that each of them shall construct, maintain, repair and replace so much of the driveway on the easement as is located on the real estate owned by each at their respective expenses. Damage caused by the Grantee or his invitees shall be repaired at the Grantees expense. The driveway on the easement shall be constructed, maintained, repaired and replaced so that the paving shall be of quality and strength sufficient for vehicular traffic, including but not limited to tractor-trailers not in excess of Indiana legal weight limits.

3. **RUNNING OF BENEFITS AND BURDENS**: All provisions of this instrument, including the benefits and burdens, shall run with the land and are binding upon and inure to the benefit of the respective grantees, successors, assigns, heirs, representatives and tenants of the parties hereto.

4. **DUPLICATE COPIES**: This Agreement has been executed in duplicate by the parties and each executed copy hereof shall be considered an original.

IN WITNESS WHEREOF, the parties have executed this Agreement, effective for all purposes as of the day and year first above written, but actually on the date set opposite their signatures below.

"GRANTORS"

Charles W. Alvey, Jr.
Charles W. Alvey, Jr

DATE: 8-4-05

Janet Alvey
Janet Alvey

DATE: 8-4-05

"GRANTEES"

Charles W. Alvey
Charles W. Alvey

DATE: 8-4-05

Clarissa F. Alvey
Clarissa F. Alvey

DATE: 8-4-05

STATE OF INDIANA]
] SS.
COUNTY OF FLOYD]

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles W. Alvey, Jr and Janet Alvey, and acknowledged the execution of the foregoing Agreement.

WITNESS my hand and Notarial Seal this 4th day of August, 2005

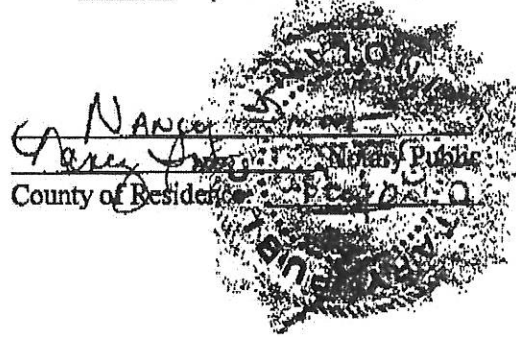
Nancy S. [Signature]
Notary Public
County of Residence: [Signature]

My Commission Expires:
9-18-2007

STATE OF INDIANA |
 | SS.
COUNTY OF FLOYD |

Before me, a Notary Public in and for the State and County aforesaid, personally appeared Charles W. Alvey and Clarissa Alvey and acknowledged the execution of the foregoing Agreement for the uses and purposes mentioned therein.

WITNESS my hand and Notarial Seal this 4th day of August, 2005.



My Commission Expires:

9-18-2007

Prepared by:

Margaret F. Timmel
Ward, Tyler & Scott, LLC
Attorneys-at-Law
1947 East Spring Street
New Albany, IN 47150
Telephone: (812) 949-1114

