BID PACKET

Martin Dale Haley

RIVERFRONT CAMP ABSOLUTE ONLINE AUCTION

5628 HIGHWAY 111
NEW ALBANY, IN 47150

ONLINE BIDDING ENDS
WEDNESDAY, MAY 20 @ 2PM

HARRITT GROUP INC.

HARRITTGROUP.COM

AUCTION CONDUCTED BY DOUG HARRITT AUCTIONEER AU01051345

4704 CORYDON PIKE, NEW ALBANY, IN 47150 ▪ OFF (812) 944-0217 ▪ FAX (812) 944-5558 ▪ MOBILE (502) 592-4000 ▪ INFO@HARRITTGROUP.COM

REAL ESTATE ONLINE AUCTION TERMS AND CONDITIONS
5628 Highway 111, New Albany, Indiana
Wednesday, May 20, 2020

This 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.

COVID-19 PRECAUTIONS The Harritt Group will follow social distancing and face mask recommendations. Inspection by appointment only. Video tours available upon request.

BIDDING ONLINE - Proper and complete registration is required. All bidders must provide name, address, phone number, email address, and credit card information to register. A credit card will be validated before bidding access is granted, but is not a recognized form of payment of the deposit or purchase price. By registering, all bidders acknowledge having read and agree to be bound by the Auction Terms and Conditions.

While online bidding is very popular, not everyone is entirely comfortable with the process. The Harritt Group staff is always available to assist any bidder who has questions. If you need assistance placing a bid online or prefer to submit a bid in person, please call our office for assistance @ 812-944-0217.

BUYER'S PREMIUM - A 10% buyer's premium will be added to the hammer bid price to determine the final purchase price. 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 i*n the form of cash, check or wired funds are due within 24 hours following the auction with the signing of a legally binding purchase agreement. Arrangements will be made to meet with the successful bidder to execute the documents or the documents can be emailed to the successful bidder and returned by email or fax to the Harritt Group within 24 hours of the auction.

CLOSING All auctions are a cash sale and the balance of the purchase price will be due in 40 calendar 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, survey, or inspections of any kind. All closing costs and wiring fees are the buyer's expenses.

INSPECTION - Property is being sold "*As Is*" with no contingencies and no warranties expressed or implied. 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 has not relied upon any statement or representation by the auctioneer or staff as to the nature or condition of the property. All measurements per courthouse.

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. *Our records indicate the property is located in the AE Floodway.*

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. Buyer is accepting title subject to (1) Any recorded or unrecorded building restrictions, restrictive covenants, conditions or other use restrictions applicable to the property and (2) Any recorded, unrecorded, or visible easements for public or private use including road, utilities or others, upon which existing improvements do not encroach of which there are no violations.

SURVEY - Property is being sold without a survey. All land measurements are per courthouse records.

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.

POSSESSION - Seller will give possession at closing.

AUCTION END TIME - Harritt Group Online Auctions are timed events and all bidding will close at a specified time. Harritt Group Online Auctions also have an auto-extend feature. Any bid placed in the final minutes of an auction will cause the auction ending to be automatically extended from the time the bid was placed. Example: If an auction scheduled to close at 6 PM receives a bid at 5:59 PM, and the extended bidding time for that auction is 10 minutes, the close time will automatically extend to 6:09 PM. The auto-extend feature remains active until no further bids are received within the specified time frame.

MAXIMUM BID Internet bidders who desire to make certain their bids are acknowledged should use the maximum bidding feature and place their maximum bid in ample time before the close of the auction. However, in the event two identical maximum bids for the same amount are placed, it is the first one received which will be given preference. The online bidder, therefore, is responsible for monitoring their bid to the close of the auction. Harritt Group will bear no liability/responsibility in case of a bidder error. Bidding platform records of Auction Mobility and the Harritt Group will be deemed conclusive in all respects and will be final.

MALFUNCTION AND LOSS OF SERVICE The results of the auction may be rendered void if a malfunction or temporary loss of service occurs. In such an event, Harritt Group reserves the right to remedy the situation in whichever way best represents the seller, including the cancellation of existing bids. Harritt Group shall not be held liable in any way for any malfunctions or loss of service. Bidder acknowledges and understands that this service may or may not function correctly at the close of the auction. Under no circumstances shall Bidder have any kind of claim against Harritt Group or anyone else if the internet service fails to work correctly during the close of the auction. Harritt Group will not be responsible for any missed bids from any source.

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

PRE-AUCTION SALES Pre-auction offers prior to the beginning date of online bidding must meet all auction terms and be submitted to the Auctioneer on the Real Estate 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.

SELLER Martin Dale Haley

Client Detail

5628 Highway 111, New Albany, IN 47150

$0

Listing #: **202007572**

Active (05/07/20)

Prop Type:	**Vacant Land**	Lot Sz:	**60,984.00**
County:	**Floyd**	Lot Sz Src:	**Assessor**
Subdiv:	**No**	DOM:	**0**
Township:	**Franklin**	Lot Dim:	
Acres:	**1.4000**	Irreg. Dim:	
Zoning:	**Residential**	Annual Tax:	**488**
Outbuildings:	**Pole Barn**	Tax Year:	**2019/2020**
Mobile/Modular:		Land Assess:	**$19,600**
Wooded YN:	**No**	Improvements:	**$13,300**
Exempt:	**0**	Total Assess:	**$32,900**
Foundation:	**Slab**		
Road Type:	**Paved**	Timber Acreage:	
Road Frontage:	**150'**	Pasture Acreage:	
HOA:		Possible Financing:	**Other**
Financing Comment:	**No Comments**		

Parcel#: 220103200028000001

Lot Description: **River Frontage, River View**

Legal: **PRT 32-2-6 1.406AC.** **0**

Directions: **South on State Street to right on Main Street. West 1 mile to a slight left onto Hwy. 111. Continue 5.5 miles to auction on left. 6 Miles SW of downtown New Albany. 2 Miles NE of Caesars Hotel & Casino.**

Remarks

Riverfront Camp Absolute Online Auction - Bidding Ends Wednesday, May 20 @ 2 PM. Selling online to the highest bidder a 1.4-acre riverfront property with pole barn and carport overlooking the beautiful Ohio River in Floyd County just minutes to downtown. Property is ideal for river camping and boat, car, or RV storage. The site has 150 feet of river frontage that includes a 24' x 40' metal sided pole barn, an 18' x 21' metal carport, and an 11' x 21' covered RV deck. The pole barn built in 1991 features concrete floors and has an 11' sliding door. A full-service RV hookup is available with electric, septic, and well water. The property located just minutes to downtown is approximately 150' x 406' and is located in the AE Floodway. 10'x12' Millers Mini Barn not included - sells separately at online auction ending @ 4PM. BUYERS PREMIUM 10% Buyer's Premium added to the hammer bid price to determine the final purchase price. REAL ESTATE TERMS 10% Non-refundable down payment in the form of cash, check or wired funds is due within 24 hours following the auction, balance due in 40 days. Taxes prorated to the day of closing. Possession at closing. Selling as is without buyer's contingencies, all inspections welcomed prior to the auction. Call for an appointment.

Utilities

Natural Gas:	**No**	Natural Water:	**River**
Water Type:	**Well**	Electricity:	**Yes**
Sewer Type:	**Septic Onsite**		

General Information

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

5628 HIGHWAY 111, NEW ALBANY, INDIANA 47150

1:1,000

0 0.0075 0.015 0.03 mi

0 0.0125 0.025 0.05 km

Floodplains (DFIRM)

Flood Zone and Subtype

- A
- AE Fringe
- AE Floodway
- 0.2% Annual Chance Flood Hazard
- Reduced Risk Due to Levee

DOWN HWY 11 ON L

APPLICATION FOR SEPTIC SYSTEM PERMIT
FLOYD COUNTY HEALTH DEPARTMENT
PERMIT NO. 96-156

YES	NO			
	✓	PERIMETER DRAIN	DATE 6/11/96	TYPE SYSTEM COND
✓		DISTRIBUTION BOX (ES)	INSTALLER'S NAME BRYAN STUMLER	
✓		2" ROCK ABOVE TILE	INSTALLER'S PHONE NUMBER	
✓		4" ROCK AROUND TILE	OWNER'S NAME MARTY HARLEY	
✓		6" ROCK BELOW TILE	JOB LOCATION 5624 HWY 11 FRANKLIN TWP	
✓	✓	STRAW COVER (6 INCHES)	LOT NO.	
✓		GEOTEXTILE FABRIC COVER (3 ½ MP)	LOT SIZE	
	✓	THIS IS A NEW HOME	WATER SOURCE [redacted]	
	✓	BUSINESS BUILDING	LIQUID CAPACITY OF SEPTIC TANK 1000	DOSE TANK

SOIL RATING 3

HYDROMATIC PUMP SIZE

NUMBER OF BEDROOMS FOR SUMMER TRAILER ONLY

DEPTH OF TRENCH 26" WIDTH OF TRENCH 36"

SQUARE FOOTAGE OF HOME

LENGTH OF SEPTIC LATERAL 500'

NO. OF TONS OF 5-L RIVER GRAVEL 92 TONS

LENGTH OF WASHER LATERAL

NOTE: In space at side draw a plot diagram showing the size and shape of lot, location of building, septic system, drive way, roads, wells and streams. Measured distances of the above must be shown. On approval of application the system must be installed as indicated.

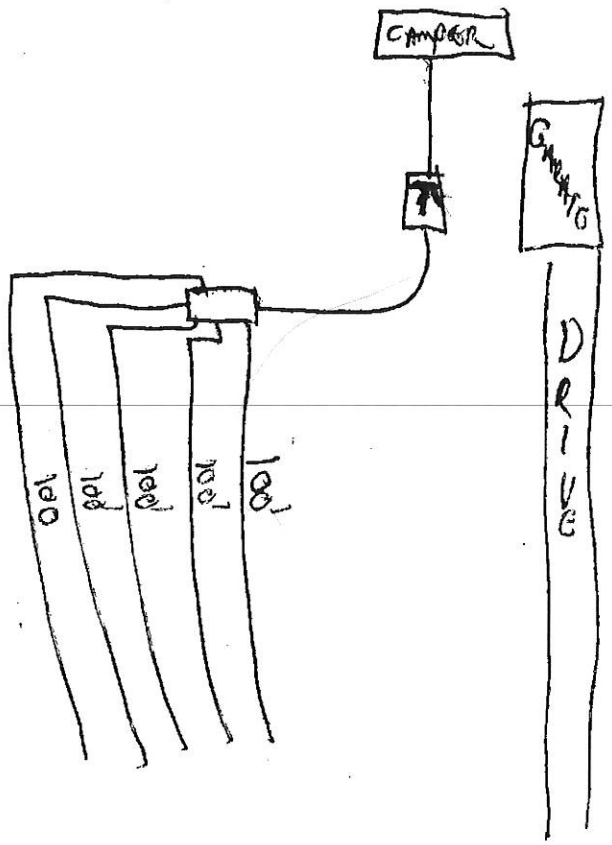
SITE SURVEY [signature]

APPROVED 6/11/96 DISAPPROVED

FINAL INSPECTION [signature]

APPROVED 8-20-96 DISAPPROVED

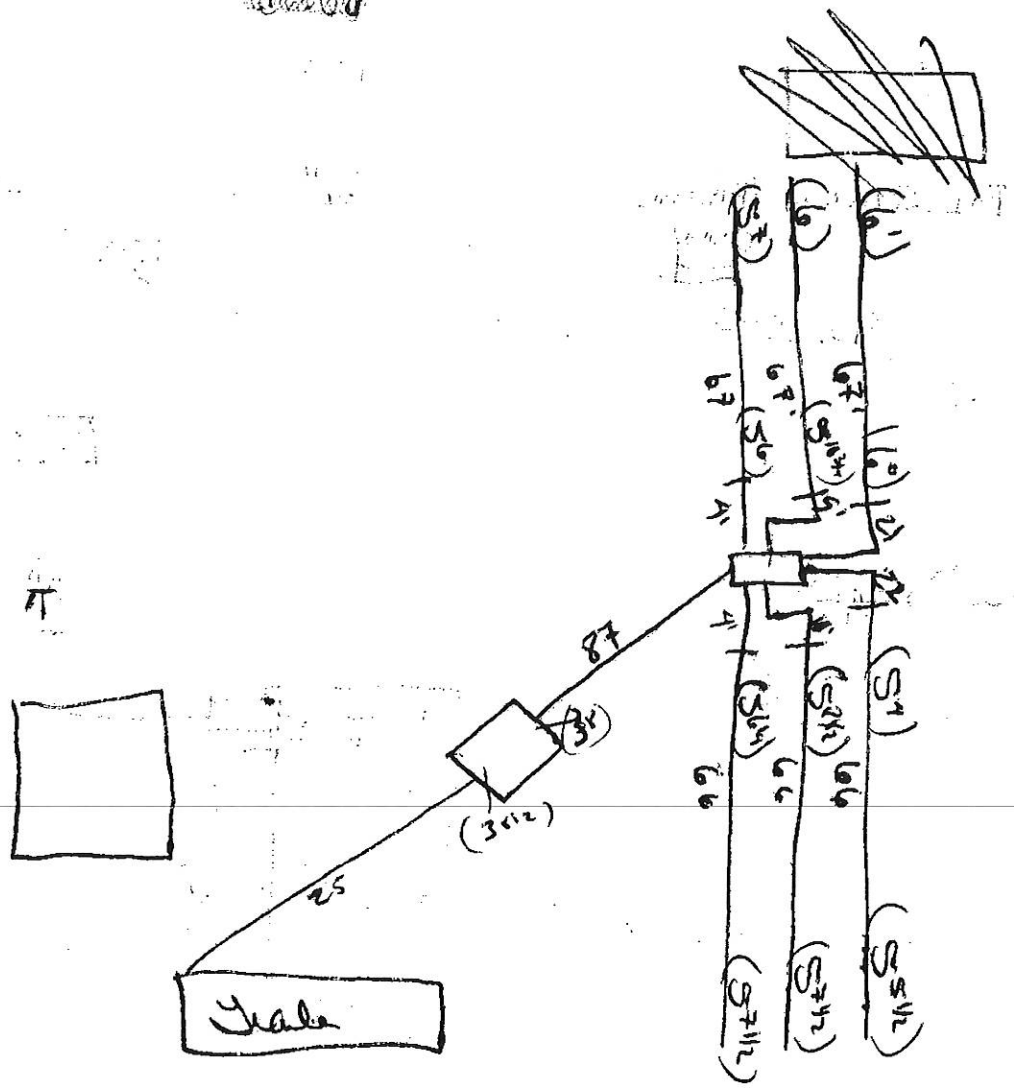
REMARKS



NOTICE

SYSTEMS ARE TO BE INSTALLED IN DRY WEATHER CONDITIONS WITH APPROVED SOIL CONDITIONS. SEPTIC SYSTEM SITE TO BE PROTECTED. NO TRAFFIC EXCAVATION OR STORAGE OF MATERIALS. **VIOLATION COULD RESULT IN PERMIT BEING REVOKED.**

96-156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