

# PEACE RIVER PRESERVE

DeSoto County, Florida





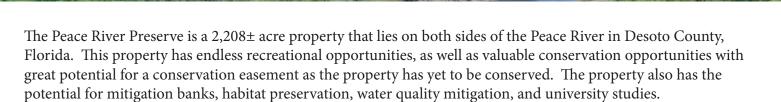
murraywiseassociates.com 800.607.6888



crosbydirt.com 863.293.5600



# PEACE RIVER PRESERVE DeSoto County, Florida



East of the river the property, lies outside of the Federal Flow Way allowing for development near Arcadia. Possibilities on the West side outside of conservation include camping, hunting, motor recreation, canoeing, and ecotours. In the past, this property has been hunted for exotic game and has also been used for river boat tours.

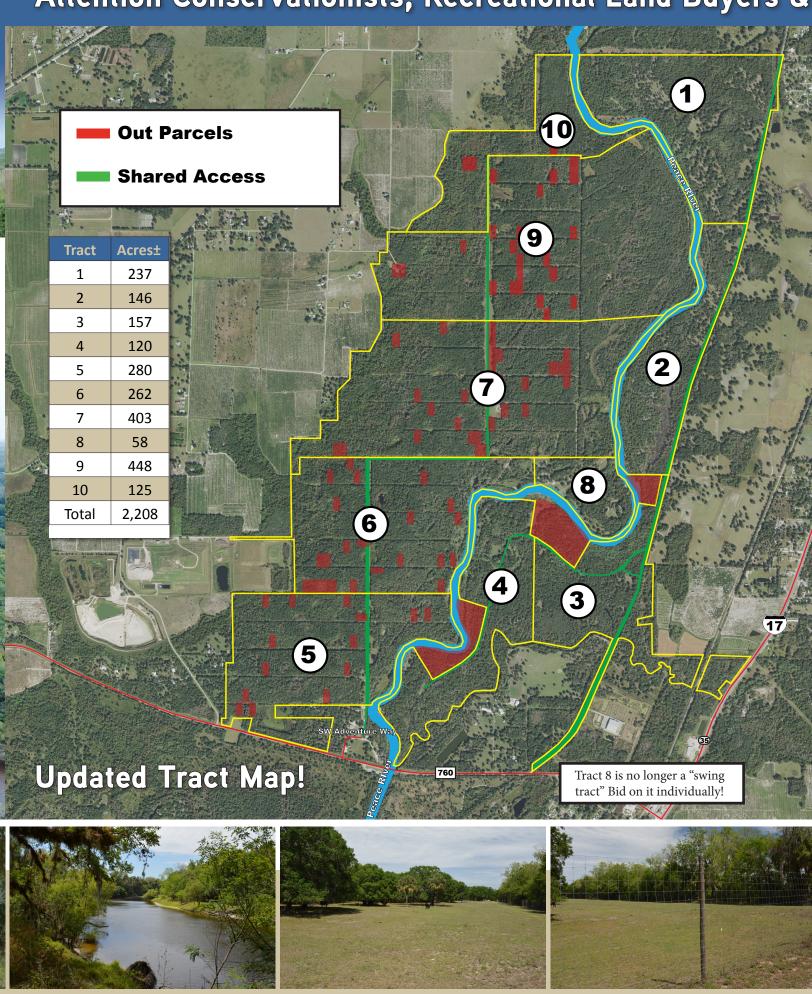








## Attention Conservationists, Recreational Land Buyers &



### Developers - This Property Has Something For You!

The Peace River Preserve has multiple access points with three points of access on the east and four on the west. The property also has 330 platted lots lying outside of the flow way that are perfect for development. There are more than four and a half miles of river frontage along the Peace River on the property.













#### PROPERTY LOCATION:

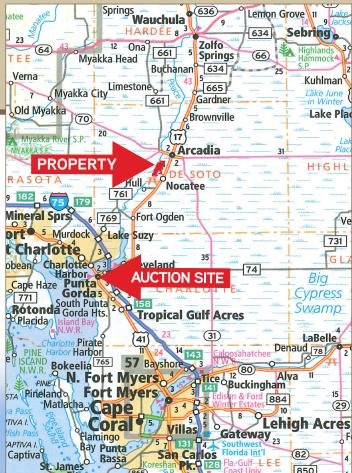
1 mile south of Arcadia, Florida just off Highway 17. Property is situated along the Peace River. Watch for Auction Signs.

#### LIVE AUCTION LOCATION:

Charlotte Harbor Event and Conference Center 75 Taylor St, Punta Gorda, FL 33950

#### **INFORMATION DAYS:**

January 27 & 28 • 10am – 1pm
February 9 & 10 • 10am – 1pm
February 15 & 16 • 10am – 1pm
February 28 & March 1 • 10am – 1pm
Meet an Auction Representative at the Property





#### **AUCTION TERMS & CONDITIONS:**

**PROCEDURE:** The property will be offered in 10 individual tracts, any combination of tracts, or as a whole property. Bidding will be done on lump sum total dollars per tract, not dollars per acre. The property will be sold in the manner resulting in the highest total sale price.

**BUYER'S PREMIUM:** A Buyer's Premium of 10% of the high bid price will be added to the high bid to calculate the contract price

**DOWN PAYMENT:** A non-refundable 10% down payment of the total Contract Purchase Price, which includes the 10% Buyers Premium, will be due immediately after being declared the Buyer. The down payment may be paid in the form of personal check, business check, or cashier's check. The balance of the contract purchase price is due in cash at closing. *BIDDING IS NOT CONDITIONAL UPON FINANCING*.

**POSSESSION:** Seller shall deliver possession of the Property to Buyer at closing subject to the Permitted Exceptions.

ACCEPTANCE OF BID PRICES: All successful bidders shall execute a Real Estate Purchase And Sale Agreement at the auction site immediately following the close of bidding. All final bid prices are subject to approval or rejection by Seller. CLOSING: Closing shall take place within 30 days of the auction date, or as soon thereafter as applicable closing documents are completed.

TITLE: Seller shall furnish the Buyer(s) at Seller's expense an Owner's Policy of Title Insurance in the amount of the total Contract Purchase Price, and agrees to provide and execute a proper deed conveying merchantable title to the real estate to the Buyer(s).

**REAL ESTATE TAXES AND ASSESSMENTS:** Taxes and assessments shall be prorated to the date of closing and based on the current year's tax with due allowance made for maximum allowable discount and other exemptions. If closing

occurs at a date when the current year's millage is not fixed and current year's assessment is not available, taxes will be prorated based upon such assessment and prior year's millage and taxes and there shall not be a re-proration. Seller will be responsible for all prior taxes and Buyer(s) will be responsible for all

**PROPERTY INCOME:** Any 2023 income generated on the property prior to closing shall be retained by the Seller.

**EASEMENTS:** Sale of said property is subject to any and all recorded or apparent

SHARED ACCESS EASEMENT: Tracts 5-10 benefit from a shared access easement for access off of SW Adventure Way. Tracts 1-4 benefit from a shared access easement for access off of Co. Rd. 760

**SURVEY:** The Buyer, at the Buyer's sole expense, will be responsible for providing a new survey where there is no existing legal description sufficient to convey title and/or a survey is required by State or local law. The type of survey performed shall be at the Buyer's option, provided it is sufficient for providing a standard form owner's title insurance policy and the transfer of merchantable title. Closing prices shall be adjusted to reflect any difference between advertised and surveyed acres.

MINERAL RIGHTS: Sale shall include all mineral rights owned by the Seller, if any.

**AGENCY:** Murray Wise Associates LLC and Crosby and Associates Inc are the exclusive agents of the Seller.

BROKER'S FEES: If Buyer is represented by a broker, buyer will be responsible for any fees for said broker.

**DISCLAIMER AND ABSENCE OF WARRANTIES:** All information contained in this brochure and all related materials are subject to the terms and conditions outlined in the Real Estate Purchase And Sale Agreement. ANNOUNCEMENTS MADE

THE SALE WILL TAKE PRECEDENCE OVER ANY PREVIOUSLY PRINTED MATERIAL OR ANY OTHER ORAL STATEMENTS MADE. Statements, promises or inducements made at the Auction that are not contained in the written Real Estate Purchase And Sale Agreement shall not be valid and binding. The property is being sold on an "AS IS, WHERE IS" basis, and no warranty or representation, either express or implied, concerning the property is made by the Seller or the auction company, unless agreed to in writing by the Seller. Each potential bidder is responsible for conducting his or her own independent inspections, investigations, inquiries, and due diligence concerning the property. The information contained in this brochure is believed to be accurate but is subject to verification by all parties relying on it. No liability for its accuracy, errors or omissions is assumed by the Seller or the auction company. All sketches and dimensions in this brochure are approximate. All acreages are approximate and have been estimated based on legal descriptions or aerial photographs. Conduct at the auction and increments of bidding are at the direction and discretion of the auction company. The Seller and Auction Company reserve the right to preclude any person from bidding if there is any question as to the person's credentials, fitness, etc. All decisions of the auction company are final

**NEW DATA, CORRECTIONS AND CHANGES:** Please arrive prior to scheduled auction time to inspect any changes, corrections, or additions to the property information

NOTE: Videotaping, flash photography, and/or public announcements will be allowed on auction day ONLY with prior approval from Murray Wise Associates LLC or Crosby and Associates Inc.

SELLER: Geraci-King Trust, Geraci King Ranch Trust, Charles King Trust, D D Geraci Trust, D D Geraci



1605 S. State Street, Suite 110 Champaign, Illinois 61820 800.607.6888 | murraywiseassociates.com

**Broker:** Murray Wise BK3295976 Auctioneer: Russell Seneff #AU4521



141 5th St NW, Suite 202 Winter Haven, FL 33881 863.293.5600 | crosbydirt.com

Broker: Ben Crosby BK3019837





















LAND AUCTION | 2,208<sup>±</sup> Acres

SATURDAY, MARCH 11TH • 10AM





