




LUXURY GROUP AUCTIONS™



LIVE AUCTION
FRIDAY, JUNE 30 AT 11AM HST

LUXURY HOME ON 4^{+/-} ACRES ON THE HAMAKUA COAST

28-3320 BEACH ROAD, PEPEEKEO, HI 96720

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 WILLIAMS & WILLIAMS®

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AT A GLANCE

Auction Location:

28-3320 Beach Road, Pepeekeo, or bid live from anywhere at [auctionnetwork.com](https://www.auctionnetwork.com)

- 8,845+/- sf Main Home w/Furnishings & Adjacent Guest Home
- 3,400+/- sf Second Home
- 5-Star Resort Pool w/360 Degree Wet Edge Perimeter

Nominal Opening Bid: \$1,000,000

Public Inspections:

- 1-4pm Sunday May 21st, June 4th & June 25th
- One hour before auction



LUXURY OCEANFRONT ESTATE ON THE HAMAKUA COAST

Unique island lifestyle on the Hamakua Coast at Pepeekeo Point with this fabulous luxury oceanfront estate. Virtually hidden at the end of a private road, the 9 useable acre (4.15ac fee simple) gated estate greets you with swaying palm trees, rolling horse pasture and gorgeous ocean views.

Main home is 8 bedroom, 7 full and one 1/2 bath, 8,845+/- sf built in 2015 and includes an adjacent guest home. There is also a 3,400+/- sf second home.



Adjacent Guest Home

VIRTUALLY HIDDEN AT THE END OF A PRIVATE ROAD



Every attention to detail was given to this impeccably-designed home. Custom crafted built-ins, finishes and mill work.

Collaborated by Barclay Butera Interiors of Los Angeles and New York, the easy flow and open floor plan of the dining and living boast a spectacular view between indoors and outdoors.



MAIN HOUSE FURNISHINGS CONVEY

Includes custom furnishings from:

- Baker
- McGuires
- Guy Chaddock
- Hickory Chair





The kitchen's impressive Italian Calcutta Gold island is a chef's dream and wonderful for entertaining.

Home theater and game room are ideal for large gatherings or intimate screenings.

Below the home theater is a wine tasting room and 1,000 bottle wine cellar lined with imported French Beaumaniere stone walls and floor.

HOME THEATER AND WINE CELLAR





PROGRAMMABLE SMART-HOME TECHNOLOGY

The "Savant" whole home system allows homeowners to easily control your lights, climate, music and security system from anywhere in the world using any iOS or Android device.





3,400+/- SF SECOND HOME

ADJACENT GUEST HOME



HOA dues \$650/year.

Airbnb

- Historical rates of \$2500-\$10k/night (depending on time of year)
- 7 day minimum plus \$700 cleaning fee.



- Bidders must demonstrate proof of funds and/or financing 24 hours prior to auction.
- **Quick Close Available.** Buyer can save title/closing costs by paying in full (including any buyer paid fees) on day of sale. See property specific Disclosures for details.
- **2% Buyer Broker Commission**



SEE NEXT PAGE FOR MORE PHOTOS!

TERMS OF SALE

Thank you for participating in this Williams & Williams Auction. It is important that you familiarize yourself with the terms and conditions as all sales are final and irrevocable. The terms of sale are non-negotiable. Good luck and good bidding!

Registration at the auction (online and/or in person) finalizes each bidder's agreement to the terms and conditions of sale as stated in the Contract and its Addenda which are incorporated by reference into your bidding. Do not bid until you have read the terms and conditions. The High Bidder will be required to pay a Williams & Williams Technology Fee of \$199 at closing. By bidding you are representing to Williams & Williams ("Broker" and/or "Auctioneer") and the seller that you have read and agree to be bound by the terms and conditions for this sale as stated herein. DO NOT BID unless you have registered, received a Bidder's Card and Auction Day Notes, and have read and agreed to be bound by the terms of sale in the Contract as they are enforceable against you upon becoming a high bidder.

All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale. Williams & Williams represents the Sellers only and does not inspect properties on bidder's behalf. Read the Contract and Auction Day Notes to determine the existence of any disclosures, exclusions, representations and disclaimers. Do not bid if you have not inspected the property(s). By bidding you agree to all disclosures.

Buyers receive a deed and Title Insurance Policy as provided by the Closer indicated in the Contract (any mobile/manufactured housing not legally affixed to the property shall only be conveyed by a Hold Harmless Agreement or Quit Claim Bill of Sale unless otherwise noted in the Disclosures). Current year's taxes are pro-rated through day of closing as is customary.

A Buyer's Premium (Buyer's Fee in WI) of 5% (\$10,000 minimum) will be added to the high bid and included in the total purchase price.

Each high bidder must make a 10% non-refundable deposit per property (\$5,000 MINIMUM - whichever is greater) immediately following auction. Cash, cashier's checks, personal checks and business checks (electronically processed) are accepted. If you are a resident / citizen of a country outside of the US, certified funds (bank check, wire transfer, certified checks) are required for the down payment and closing. The balance of the purchase price, all closing costs, and the Technology Fee are due at closing. Closing costs generally total approximately \$1,500 and include title exam, title policy, closing fee, filing costs and any other fees noted.

Bidding starts at the nominal Opening Bid(s) indicated and is open to the public. The Auctioneer reserves the right to group, add to, delete, withdraw, consolidate or break down lots and/or quantities offered, to sell out of scheduled sequence, to reject any bid which is only a fraction advance over the preceding bid, to regulate bidding, to accept or reject any or all bids, and to cancel or re-schedule an auction. The Auctioneer will call the sale and control any increments of bidding. To make a bid, raise your hand or Bid Card to be recognized. The bidding usually takes less than 3 minutes for each property. Absentee bids may be accepted at the discretion of the Auctioneer. The Auctioneer reserves the right to enter bids on behalf of absentee bidders. Any mistakes during bidding as to who has the high bid and/or at what price may be called to the Auctioneer's attention and corrected. The Auctioneer is the sole arbiter and controller of the conduct of the auction and shall be the final and absolute authority without liability to any party.

Your inspection of the property(ies) and attendance at this auction are at your own risk. Broker and Seller, their agents and employees, expressly disclaim any "invitee" relationship and shall not be liable to any person for damage to their person or property while in, on or about these properties, nor shall they be liable for any defects, dangers or conditions on the property(ies). All persons enter the property(ies) and attend the auction at their own risk and shall defend, indemnify, and save harmless Broker and Seller, their agents and employees, from any and all liability attendant thereto.

All auctions are subject to court or seller approval. Most sales are approved within 7 business days. Buyers are not allowed possession until Closing and filing of the deed, at which time the property should be re-keyed. If for any reason the court or Seller approval is not granted, the Down Payment shall be returned in its entirety to the high bidder. "Showing" requests from Buyers after the auction may not be able to be accommodated.

If more than one property is being auctioned, the Auctioneer may choose to offer a group of the properties for auction at the same time. This is called "BUYER'S CHOICE" and is to accommodate buyers who have an interest in more than one property and/or have 2nd and 3rd choices if they are out bid for a favorite property. Upon winning the bid, please choose which property, or properties, you want. You pay the high bid price for each property selected. Each sale is final and stands alone. Remaining properties are then offered in another round of bidding. Anyone may bid at any time, including prior High Bidders.

Williams & Williams and the Seller expressly disclaim any liability for errors, omissions or changes regarding any information provided for these sales. Please read the Contract and Auction Day Notes for a full and complete understanding of Williams & Williams and Seller's disclaimers. Bidders are strongly urged to rely solely upon their own inspections and opinions in preparing to purchase property and are expressly advised to not rely on any representations made by the Seller or their agents and employees. Property information may change without notice and potential purchasers should investigate all data fully before relying upon it.

DISCLOSURES

- All properties are sold "AS IS, WHERE IS" with no financing, inspection or other contingencies to sale.
- Association Disclosure. Buyer acknowledges and understands that property is bound by the assessments and restrictions of a Homeowners Association, and Buyer agrees to be bound by same. Buyer agrees to assume any special assessments that may be payable in installments that are not yet due. Dues are approximately \$650.00 per year and are subject to change. Buyer acknowledges receipt of Homeowners Association information packet including Rules and Regulations and By-Laws.
- Personal Property Disclosure. Property is being sold with personal property present, and the removal or retention of the personal property remaining on site at the time of closing will become the responsibility of the Buyer.
- Water Source and Well Potability Disclosure. The water source for this property is a well(s) located on the property. Regarding any assertions as to the condition or potability of the well(s) reported to be on this Property, please see Seller's Property Disclosure. Buyer is purchasing the Property as-is, where-is.
- Wastewater Treatment Disclosure. The Property herein has been reported to have an on-site wastewater treatment system/cesspool/septic tank. Buyer is purchasing the Property as-is, where-is with no warranties or assertions by Seller, Williams & Williams, or their agents as to the condition thereof. The Property may be subject to city/county septic inspections. Buyer agrees to comply with all requirements necessary to complete the inspection and closing, including, but not limited to, obtaining the necessary permits and making arrangements to correct any noted city/county violations at Buyers expense.
- Propane Disclosure. Neither Seller, Williams & Williams, nor its agents make any assertions or guarantees as to the condition of the propane tank or location of lines that may be located on the property herein. Buyer is purchasing the Property as-is, where-is, and is responsible for all costs for any required remediation thereto. In the event the propane tank is leased, the Buyer is responsible for any and all costs/remediation required for the propane tank, assuming all lease terms, and/or negotiating a new lease agreement for use of any propane tank.
- Quick Close Disclosure. Seller is offering Quick Close terms for this Property. The following shall apply if Buyer wishes to use the Quick Close Option: Buyer must pay the Purchase Price and any Buyer's Premium, Service Fee, and/or other announced Buyer paid fees in full at the time of execution of the Contract for Sale in order to qualify for the Quick Close program. If Buyer makes said payments, Seller shall pay Buyer's customary costs associated with a cash purchase for the Property. These costs include the closing fee, flood certification, title search/abstract, title review, title policy premium, tax search, UCC and bankruptcy searches, transfer taxes, deed preparation and recording fees. Seller shall have no obligation to pay any fees associated with financing qualifications or city, county, or state inspections. Within five (5) days of the execution of the Contract for Sale, Buyer shall make all necessary arrangements with the Closer identified above to execute all required documents for Closing. If the Closer requires additional time to complete the necessary documentation for closing, Buyer agrees that it shall complete the closing within forty-eight (48) hours of the Closer's clear to close notice.

ISLAND LIVING AT ITS FINEST



AN OPPORTUNITY THAT MAY NEVER COME
AGAIN TO THE EAST SIDE OF THE BIG ISLAND

Lanai and pool deck areas tiled in Caribbean coral stone, five-star resort pool with 360 degree wet edge perimeter with underwater speakers, dark interior and 40' vanishing edge.

Independent spa and expansive fire pit. Cabana includes large stone fireplace, grilling station, bar and full bath.



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