

BRUNSWICK COUNTY INTRACOASTAL WATERFRONT & PERMITTED MARINA DEVELOPMENT OPPORTUNITY

2745 HOLDEN BEACH RD SW
SUPPLY, NC 28462

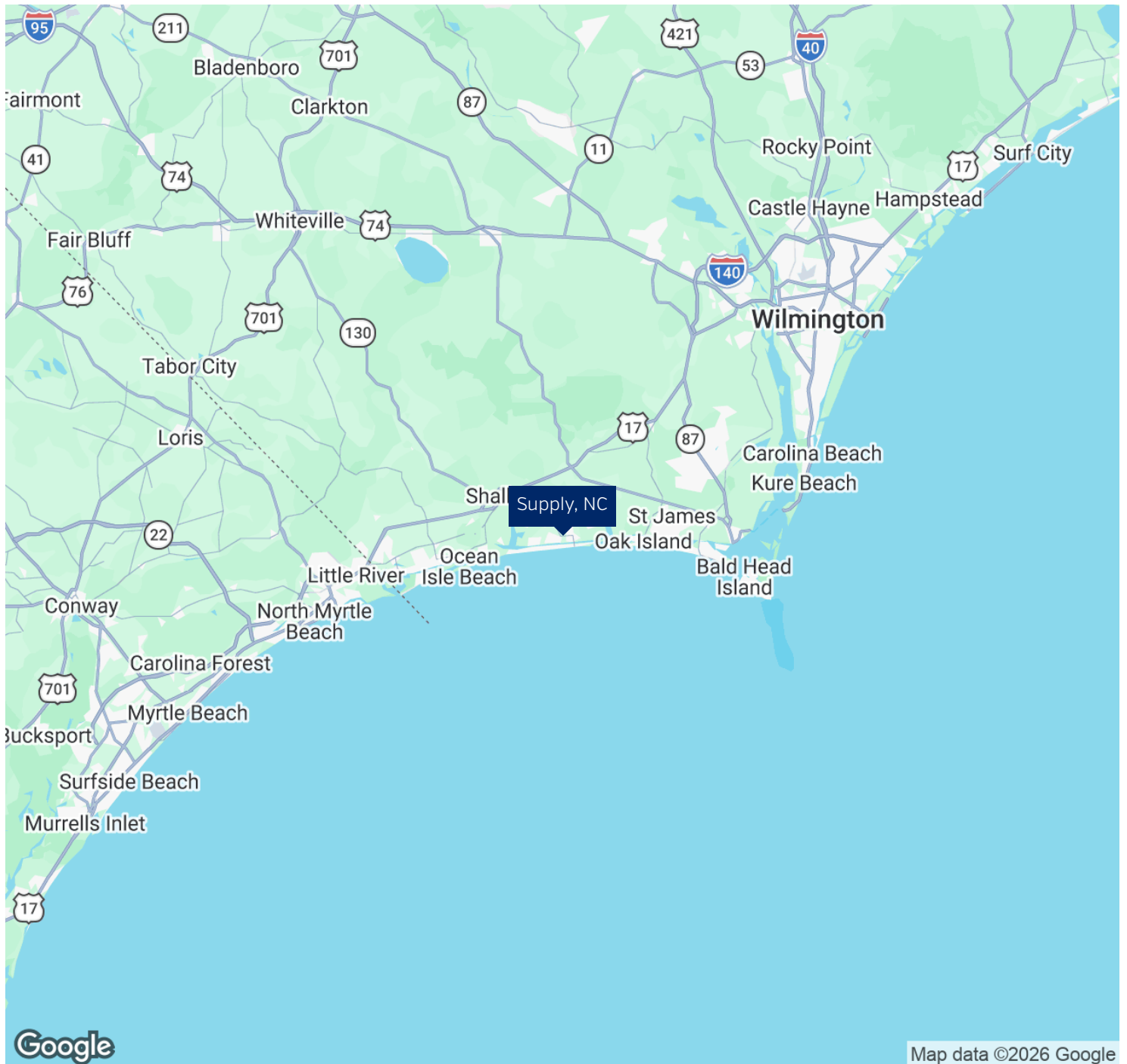
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Brunswick County Atlantic Intracoastal Waterway Development Opportunity

Brunswick County Intracoastal Waterfront & Permitted Marina Development Opportunity

2745 Holden Beach Rd SW, Supply, NC 28462



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The information presented here is deemed to be accurate, but it has not been independently verified. We make no guarantee, warranty or representation. It is your responsibility to independently confirm accuracy and completeness. All SVN® offices are independently owned and operated.

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PROPERTY DESCRIPTION

A rare opportunity to control a large-scale Atlantic Intracoastal Waterway development site with a meaningful marina component in one of North Carolina's fastest-growing counties.

The offering comprises 63.28±- total acres with a 60.747±-acre primary development tract per ALTA Survey, a separate entrance parcel, and permit authorization for a 103-wet-slip marina. Together, these components provide the foundation for a distinctive master-planned waterfront destination that could integrate marina, luxury residences, condominiums, hospitality, dining, recreation and resident or club amenities, subject to the buyer's planning, due diligence and governmental approvals.

The offering includes a separate 2.53±-acre parcel zoned C-LD [Commercial-Low Density], providing potential for retail, restaurant, office, lodging, marina-support, boat-storage, mixed-use and limited residential development. All proposed uses and development capacity are subject to Brunswick County review, applicable limited-use standards, utilities, access, environmental conditions and other governmental approvals.

The marina can become the project's defining amenity and arrival experience, appealing to primary residents, second-home purchasers and boating households seeking direct access to the East Coast waterway system. For a well-capitalized master developer, resort developer or marina-residential joint venture, the property offers the opportunity to establish an entirely new identity and create a signature East Coast portfolio project with national and potentially international marketing reach.

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FRANK EFIRD JR

Managing Director

frank.efird@svn.com

Direct: 910.200.0037 | Cell: 910.200.0037

NC #106541 // NC #C30323

PROFESSIONAL BACKGROUND

Experience:

SVN Efird Commercial Real Estate - Wilmington, NC

Realty Presentations, Inc. / RPI Media, Inc. - Wilmington, NC

Coldwell Banker Real Estate, FL

Gimelstob Realty Better Homes & Gardens - FL

Landfall Development - Wilmington, NC

Security Building Company - Chapel Hill NC

Goforth Properties - Chapel Hill NC

River Bend Development - Town of River Bend NC

Frank Efird Jr is the Managing Director / Partner at SVN | Efird Commercial Real Estate, a collaborative force that accelerates clients' growth by harnessing the power of shared data, knowledge, and opportunities within the commercial real estate industry. He has over 35 years of experience in developing, selling, and leasing properties across North Carolina and Florida, with a focus on 1031 exchanges, asset management, and marketing.

He is also the Managing Partner of Efird Companies, the original developer of the Town of River Bend, a 50+ year Planned Unit Development (PUD) that encompasses residential homes, golf and country club, marina and commercial center. He oversees the operations, finances, and strategies of the company. He is passionate about creating sustainable and livable communities that enhance the quality of life and the environment.

EDUCATION

University of North Carolina - Chapel Hill NC

NC State University - Raleigh NC

SVN | Efird Commercial Real Estate
6 Market Street,
Wilmington, NC 28401

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(Note: This Confidentiality Agreement is intended to be executed by a potential party to a transaction and/or their agent where they may be provided with information that should be treated as confidential.)

In connection with the proposed ☒ sale ☐ lease of that certain property known as: **2789-2799 Holden Beach Rd SW, Supply, NC 28462 PID: 232HD00302** ("Property"), the undersigned ("Interested Party") and/or Interested Party's affiliates, employees, or agents signing below (collectively, the "Interested Party's Representatives") will be provided with certain information concerning the owner of the Property ("Owner") and the Property which is either non-public, confidential or proprietary in nature concerning the financial condition of the Owner and the Property. As a condition to being furnished such information, Interested Party and the Interested Party's Representatives agree with Owner, individually as follows:

1. (i) Interested Party and the Interested Party's Representatives agree to treat any information, written or oral (whether or not marked or otherwise designated to be confidential) concerning the Property or Owner (whether such information is prepared by or obtained from Owner or affiliated companies) which is furnished to Interested Party or the Interested Party's Representatives by or on behalf of Owner or reflects or is derived or generated from any such information furnished to Interested Party or the Interested Party's Representatives (herein collectively referred to as the "Confidential Information") in accordance with the provisions of this Confidentiality Agreement and to take or abstain from taking certain other actions herein set forth.

(ii) For the purposes hereof, Confidential Information shall include any and all information which is not public knowledge and which relates to the Property or is proprietary to Owner. All information which Interested Party or the Interested Party's Representatives has reason to believe is confidential or which is treated by Owner as confidential shall be presumed to be Confidential Information. Interested Party and the Interested Party's Representatives agree that any Confidential Information acquired by it is the property of Owner.

(iii) For the purposes of this Confidentiality Agreement, the term "Confidential Information" does not include information that:

(a) is now or hereafter becomes known to the public or in the public domain other than through Interested Party's or Interested Party's Representatives' fault or breach or as a result of a disclosure or other act by Interested Party or the Interested Party's Representatives; or

(b) was independently developed or acquired by Interested Party or the Interested Party's Representatives from a third party who rightfully obtained such Confidential Information and was not itself bound by a confidentiality agreement with or other obligation of secrecy to Owner.

2. Interested Party and the Interested Party's Representatives acknowledge and agree that except as specifically permitted by the terms hereof, Interested Party further agrees to not use, directly or indirectly, any such Confidential Information for it or any other person or entity's benefit.

3. Interested Party and the Interested Party's Representatives agree that:

(i) the Confidential Information is non-public, proprietary and confidential to Owner;

(ii) the Confidential Information shall be kept confidential by Interested Party and the Interested Party's Representatives and they shall use their best efforts to protect and safeguard the Confidential Information and to prevent the unauthorized, negligent or inadvertent use or dissemination thereof;

(iii) the Confidential Information shall be used for the purpose of assessing the above described transaction and the Property;

(iv) Interested Party and the Interested Party's Representatives will not, without the prior written approval of Owner, disclose the Confidential Information to any person or business entity except for attorneys, accountants, lenders and other professional advisors, in which case Interested Party and the Interested Party's Representatives shall inform such parties of this agreement and obtain such parties' agreement to treat the Confidential Information as confidential.



4. Without the prior written approval of the other party, neither Owner, the Interested Party nor the Interested Party's Representatives shall disclose to any person the fact that the Confidential Information has been made available to Interested Party or Interested Party's Representatives, that any discussion is taking place concerning the transaction which is the subject of this Confidentiality Agreement or any of the terms, conditions or other facts with respect to any such transaction, including the status thereof.

5. Interested Party and the Interested Party's Representatives agree that, upon demand of Owner, Interested Party or the Interested Party's Representatives shall promptly return to Owner or destroy all written Confidential Information and any copies or reproductions thereof and any other written materials based thereon.

6. Interested Party and the Interested Party's Representatives shall promptly notify Owner in writing of any unauthorized, negligent or inadvertent use or disclosure of the Confidential Information of which Interested Party or the Interested Party's Representatives has knowledge.

7. Interested Party and Interested Party's Representatives understand that neither Owner nor any of its representatives have made or make any representation or warranty as to the accuracy or completeness of the Confidential Information.

8. This Confidentiality Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Confidentiality Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Confidentiality Agreement contains the entire agreement of the parties and supercedes all prior written and oral proposals, understandings, agreements and representations, all of which are merged herein. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Confidentiality Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Confidentiality Agreement. No amendment or modification to this Confidentiality Agreement shall be effective unless it is in writing and executed by all parties hereto. No waiver of any breach of any obligation or promise contained herein shall be regarded as a waiver of any future breach of the same or any other obligation or promise. The invalidity of one or more provisions of this Confidentiality Agreement shall not affect the validity of any other provisions hereof and this Confidentiality Agreement shall be construed and enforced as if such invalid provisions were not included. If legal proceedings are instituted to enforce any provision of this Confidentiality Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney's fees and court costs incurred in connection with the proceeding.

9. This Confidentiality Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina.

NOTE: A broker may not use a confidentiality agreement with a party to a transaction to avoid disclosure to other parties (or prospective parties) of material facts that must be disclosed under North Carolina Real Estate License Law or other laws.

Executed this the ____ day of _____, ____.

Interested Party:

Business Entity:

Individual: _____

Name of Entity: _____

By: _____

Name/Title: _____

Date: _____

Address: _____

City, State Zip: _____

Phone: _____

E-mail: _____

Interested Party's Representative:

Business Entity:

Individual: _____

Name of Entity: _____

By: _____

Name/Title: _____

Date: _____

Address: _____

City, State Zip: _____

Phone: _____

E-mail: _____



Working With Real Estate Agents Disclosure (For Buyers)

IMPORTANT

This form is not a contract. Signing this disclosure only means you have received it.

- In a real estate sales transaction, it is important that you understand whether an agent represents you.
- Real estate agents are required to (1) review this form with you at first substantial contact - before asking for or receiving your confidential information and (2) give you a copy of it after you sign it. This is for your own protection.
- Do not share any confidential information with a real estate agent or assume that the agent is acting on your behalf until you have entered into an agreement with the agent to represent you. Otherwise, the agent can share your confidential information with others.

Note to Agent: Check all relationship types below that may apply to this buyer.

_____ **Buyer Agency:** If you agree, the agent who gave you this form (and the agent's firm) would represent you as a buyer agent and be loyal to you. You may begin with an oral agreement, but your agent must enter into a written buyer agency agreement with you before making a written offer or oral offer for you. The seller would either be represented by an agent affiliated with a different real estate firm or be unrepresented.

_____ **Dual Agency:** Dual agency will occur if you purchase a property listed by the firm that represents you. If you agree, the real estate firm and any agent with the same firm (company), would be permitted to represent you and the seller at the same time. A dual agent's loyalty would be divided between you and the seller, but the firm and its agents must treat you and the seller fairly and equally and cannot help you gain an advantage over the other party.*

_____ **Designated Dual Agency:** If you agree, the real estate firm would represent both you and the seller, but the firm would designate one agent to represent you and a different agent to represent the seller. Each designated agent would be loyal only to their client.*

*Any agreement between you and an agent that permits dual agency must be put in writing no later than the time you make an offer to purchase.

___**X**___ **Unrepresented Buyer** (Seller subagent): The agent who gave you this form may assist you in your purchase, but will not be representing you and has no loyalty to you. The agent will represent the seller. Do not share any confidential information with this agent.

Note to Buyer: For more information on an agent's duties and services, refer to the NC Real Estate Commission's "Questions and Answers on: Working With Real Estate Agents" brochure at ncrec.gov (Publications, Q&A Brochures) or ask an agent for a copy of it.

Buyer's Signature

Buyer's Signature

Date

J Frank Efird Jr

Agent's Name

106541

Agent's License No.

Efird Commercial Real Estate, LLC

Firm Name

REC. 4.27 • 1/1/2022

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The material contained in this Offering Brochure is furnished solely for the purpose of considering the purchase of the property within and is not to be used for any other purpose. This information should not, under any circumstances, be photocopied or disclosed to any third party without the written consent of the SVN® Advisor or Property Owner, or used for any purpose whatsoever other than to evaluate the possible purchase of the Property.

The only party authorized to represent the Owner in connection with the sale of the Property is the SVN Advisor listed in this proposal, and no other person is authorized by the Owner to provide any information or to make any representations other than contained in this Offering Brochure. If the person receiving these materials does not choose to pursue a purchase of the Property, this Offering Brochure must be returned to the SVN Advisor.

Neither the SVN Advisor nor the Owner make any representation or warranty, express or implied, as to the accuracy or completeness of the information contained herein, and nothing contained herein is or shall be relied upon as a promise or representation as to the future representation of the Property. This Offering Brochure may include certain statements and estimates with respect to the Property. These Assumptions may or may not be proven to be correct, and there can be no assurance that such estimates will be achieved. Further, the SVN Advisor and the Owner disclaim any and all liability for representations or warranties, expressed or implied, contained in or omitted from this Offering Brochure, or any other written or oral communication transmitted or made available to the recipient. The recipient shall be entitled to rely solely on those representations and warranties that may be made to it in any final, fully executed and delivered Real Estate Purchase Agreement between it and Owner.

The information contained herein is subject to change without notice and the recipient of these materials shall not look to Owner or the SVN Advisor nor any of their officers, employees, representatives, independent contractors or affiliates, for the accuracy or completeness thereof. Recipients of this Offering Brochure are advised and encouraged to conduct their own comprehensive review and analysis of the Property.

This Offering Brochure is a solicitation of interest only and is not an offer to sell the Property. The Owner expressly reserves the right, at its sole discretion, to reject any or all expressions of interest to purchase the Property and expressly reserves the right, at its sole discretion, to terminate negotiations with any entity, for any reason, at any time with or without notice. The Owner shall have no legal commitment or obligation to any entity reviewing the Offering Brochure or making an offer to purchase the Property unless and until the Owner executes and delivers a signed Real Estate Purchase Agreement on terms acceptable to Owner, in Owner's sole discretion. By submitting an offer, a prospective purchaser will be deemed to have acknowledged the foregoing and agreed to release the Owner and the SVN Advisor from any liability with respect thereto.

To the extent Owner or any agent of Owner corresponds with any prospective purchaser, any prospective purchaser should not rely on any such correspondence or statements as binding Owner. Only a fully executed Real Estate Purchase Agreement shall bind the property and each prospective purchaser proceeds at its own risk.

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