

**PINE RIDGE**

*Mature Timber Property*

# ONLINE AUCTION

*Emanuel County, Georgia*



**886<sup>±</sup>  
Acres**

Offered in 4 Tracts and as a Whole

**Bidding Ends May 31<sup>st</sup>**

700± Acres of 70 Year Old Natural Hardwoods & Pines

150± Acres of 35 Year Old Planted Pines

Abundant Wildlife, Great for Deer & Turkey Hunting

Frontage on Hwy 80 East - Only 25 Miles from I-16

## PROPERTY INFORMATION PACKET



478.455.1861 | [www.SouthAuction.com](http://www.SouthAuction.com)

## COVER LETTER



South Auction & Realty  
338 E Main Street, Swainsboro, GA  
478-419-1002

Hello, I am Rusty Lane, President of South Auction & Realty.

It is not very often a land tract of this magnitude is offered to the public. It is even more rare for the buyer to have an opportunity to decide the final sales price. Pine Ridge is absolutely loaded with mature timber, most of it estimated to exceed 70 years of age. This property has been in the same family well over 100 years.

Enclosed, you will find a Property Information Packet (PIP) on the property that goes into further details. I, along with Brent Stephens and our staff, have worked very hard to compile all relevant information into this packet. If you would like a private showing or need additional information, please reach out to me.

I hope that you find value in this information and that you will be a part of our auction, either through bidding or by helping us spread the word about this unique opportunity!

Thank you for your time and please reach out to me if I can help with this or any of your real estate or auction needs.

Sincerely,

Rusty Lane  
478-455-1861  
rusty@southauctiongroup.com



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### AUCTION TEAM

**Rusty Lane - President**

rusty@southauctiongroup.com | 478-455-1861

**Joe Lanier - Auction Manager**

joe@southauctiongroup.com | 912-531-7007

**Brent Stephens - Auction Manager**

brent@southauctiongroup.com | 706-442-5513

**Alex Grovenstein - Auction Manager**

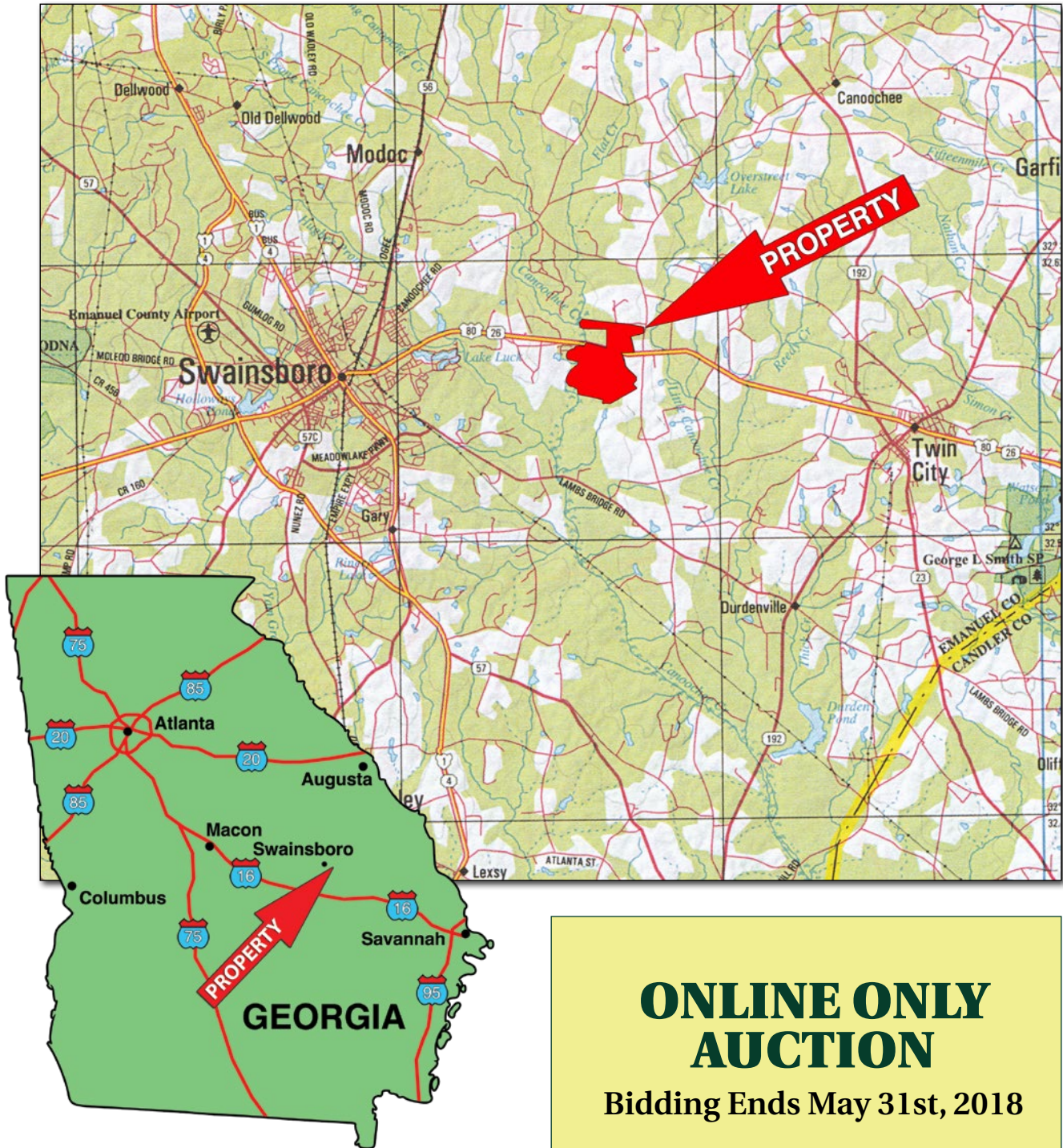
alex@southauctiongroup.com | 912-657-1831

**Visit [SouthAuction.com](http://SouthAuction.com) for Auction Details.**

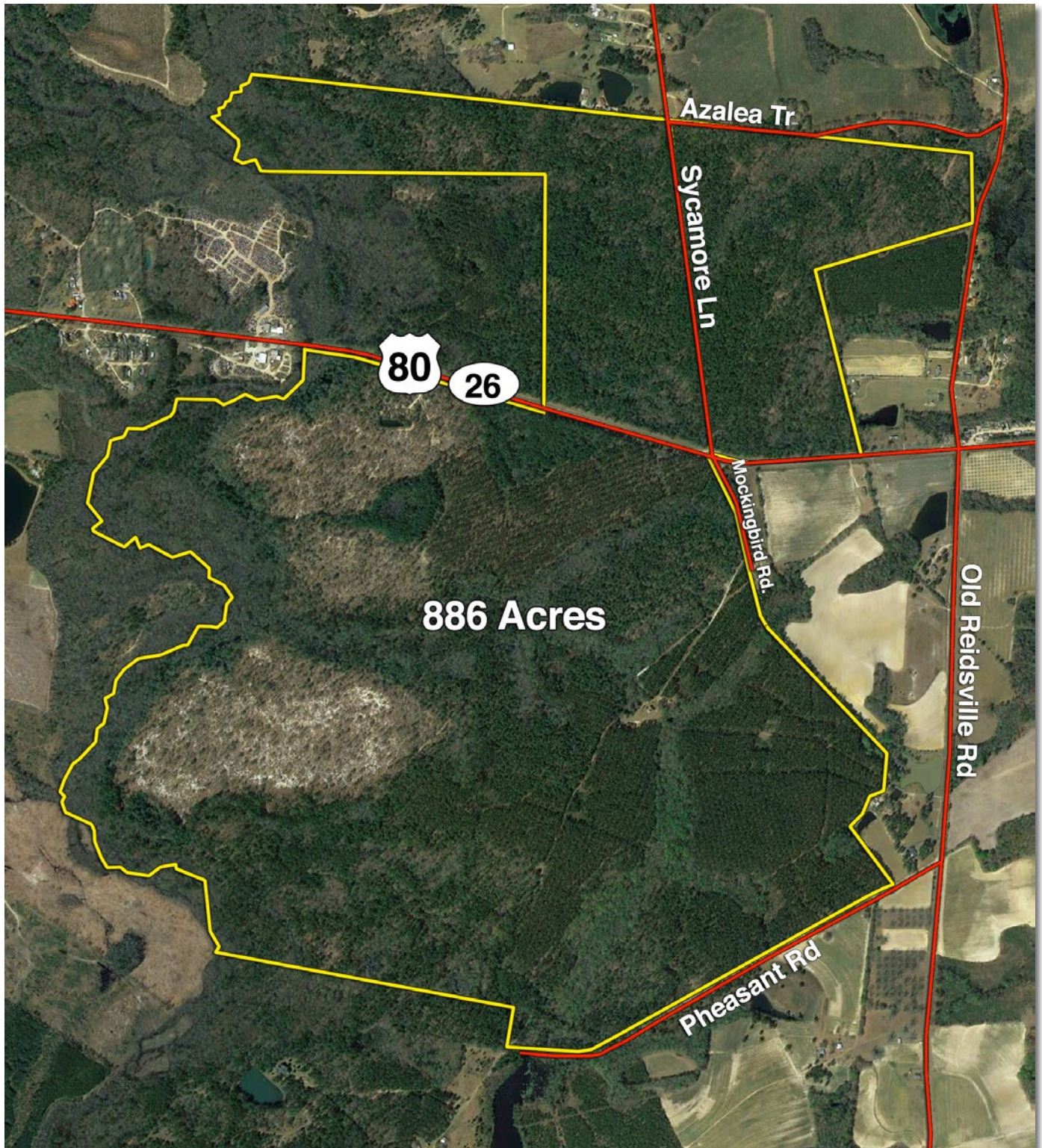
**PINE RIDGE** *Emanuel County, Georgia*  
**ONLINE AUCTION**

**886<sup>±</sup>**  
**Acres**

**PROPERTY LOCATION MAP**



## **PROPERTY AERIAL MAP**



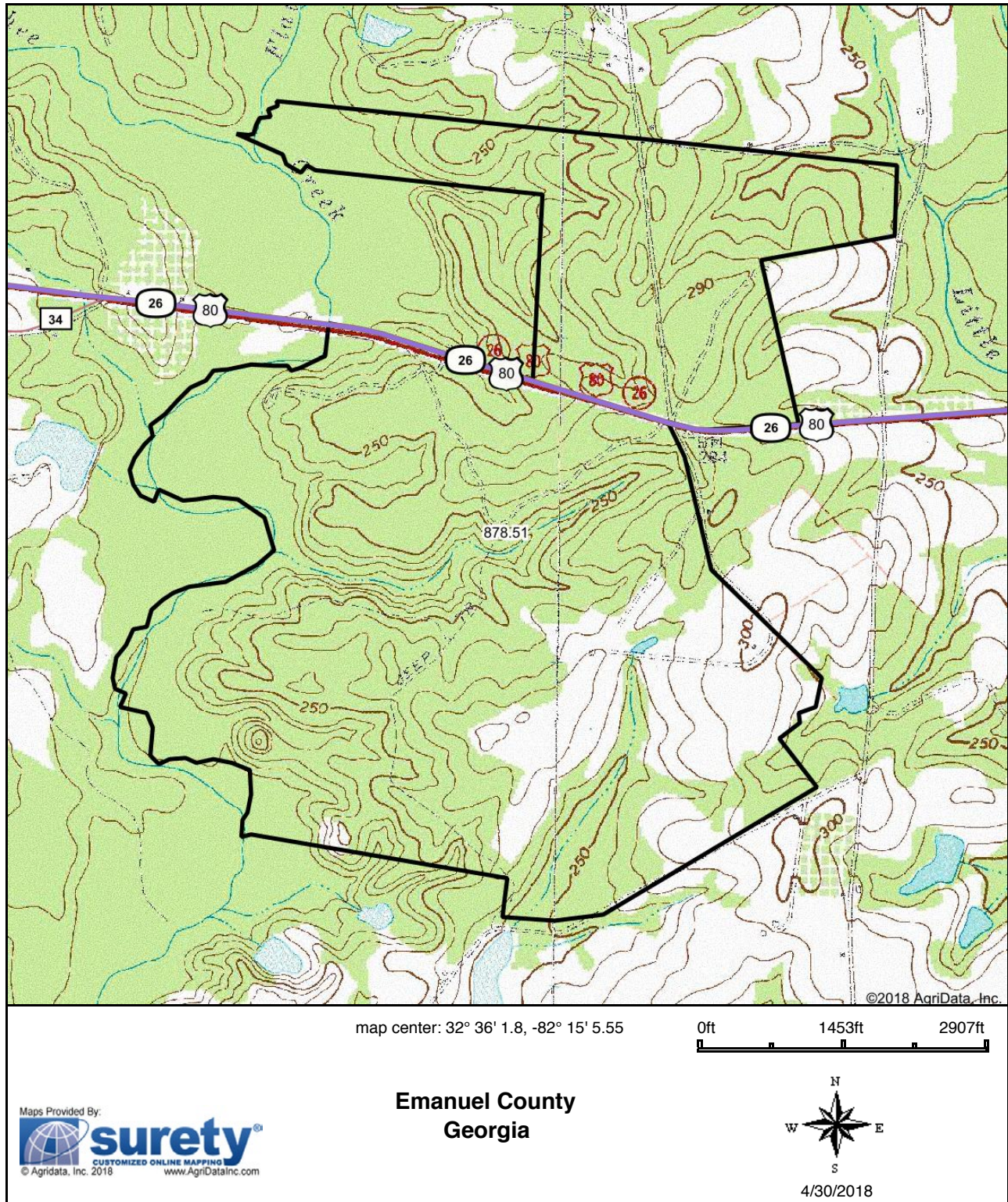
# PINE RIDGE *Emanuel County, Georgia* ONLINE AUCTION

# 886<sup>±</sup> Acres

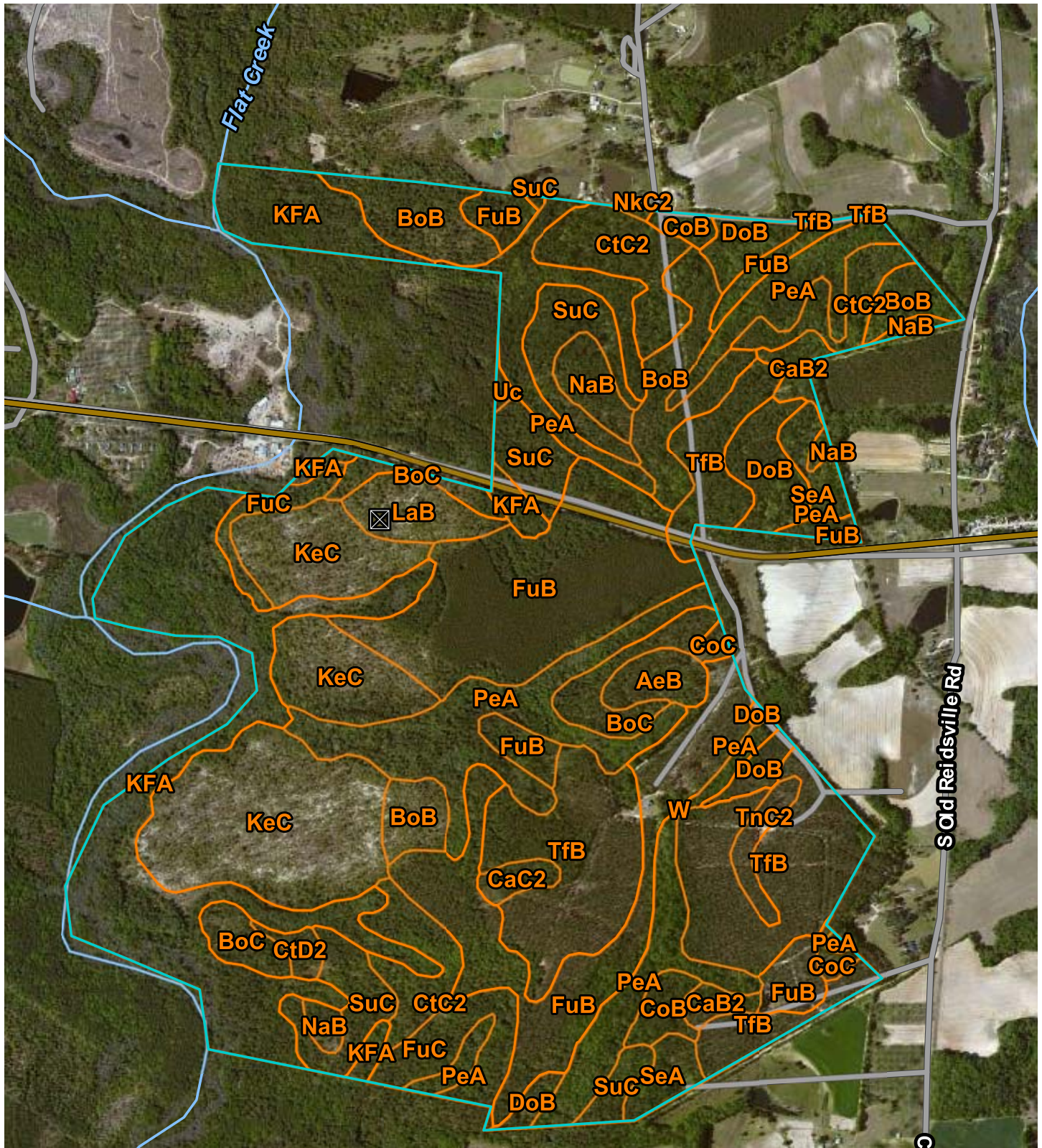
## PROPERTY PLAT



## TOPOGRAPHY MAP



## PROPERTY SOILS MAP



## PROPERTY SOIL LEGEND

| Map Unit Symbol                    | Map Unit Name                                                     | Acres in AOI | Percent of AOI |
|------------------------------------|-------------------------------------------------------------------|--------------|----------------|
| AeB                                | Ailey loamy sand, 2 to 5 percent slopes                           | 8.1          | 0.9%           |
| BoB                                | Bonifay sand, 1 to 5 percent slopes                               | 50.4         | 5.7%           |
| BoC                                | Bonifay sand, 5 to 8 percent slopes                               | 23.0         | 2.6%           |
| CaB2                               | Carnegie sandy loam, 2 to 5 percent slopes, moderately eroded     | 8.2          | 0.9%           |
| CaC2                               | Carnegie sandy loam, 5 to 8 percent slopes, moderately eroded     | 4.0          | 0.5%           |
| CoB                                | Cowarts loamy sand, 2 to 5 percent slopes                         | 8.6          | 1.0%           |
| CoC                                | Cowarts loamy sand, 5 to 8 percent slopes                         | 3.6          | 0.4%           |
| CtC2                               | Cowarts sandy loam, 5 to 8 percent slopes, moderately eroded      | 43.3         | 4.9%           |
| CtD2                               | Cowarts sandy loam, 8 to 15 percent slopes, moderately eroded     | 3.2          | 0.4%           |
| DoB                                | Dothan loamy sand, 2 to 5 percent slopes                          | 26.6         | 3.0%           |
| FuB                                | Fuquay loamy sand, 0 to 5 percent slopes                          | 149.4        | 17.0%          |
| FuC                                | Fuquay loamy sand, 5 to 8 percent slopes                          | 22.2         | 2.5%           |
| KeC                                | Kershaw coarse sand, 2 to 12 percent slopes                       | 100.2        | 11.4%          |
| KFA                                | Kinston and Bibb soils, 0 to 2 percent slopes, frequently flooded | 122.9        | 13.9%          |
| LaB                                | Lakeland sand, 0 to 8 percent slopes                              | 12.6         | 1.4%           |
| NaB                                | Nankin loamy sand, 2 to 5 percent slopes                          | 11.9         | 1.3%           |
| NkC2                               | Nankin sandy loam, 5 to 8 percent slopes, moderately eroded       | 0.5          | 0.1%           |
| PeA                                | Pelham loamy sand, 0 to 2 percent slopes, occasionally flooded    | 110.3        | 12.5%          |
| SeA                                | Stilson loamy sand, 0 to 2 percent slopes                         | 13.2         | 1.5%           |
| SuC                                | Susquehanna sandy loam, 2 to 8 percent slopes                     | 42.2         | 4.8%           |
| TfB                                | Tifton loamy sand, 2 to 5 percent slopes                          | 110.1        | 12.5%          |
| TnC2                               | Tifton sandy loam, 5 to 8 percent slopes, eroded                  | 5.9          | 0.7%           |
| Uc                                 | Udorthents-Pits complex, clayey                                   | 0.9          | 0.1%           |
| W                                  | Water                                                             | 0.2          | 0.0%           |
| <b>Totals for Area of Interest</b> |                                                                   | <b>881.1</b> | <b>100.0%</b>  |

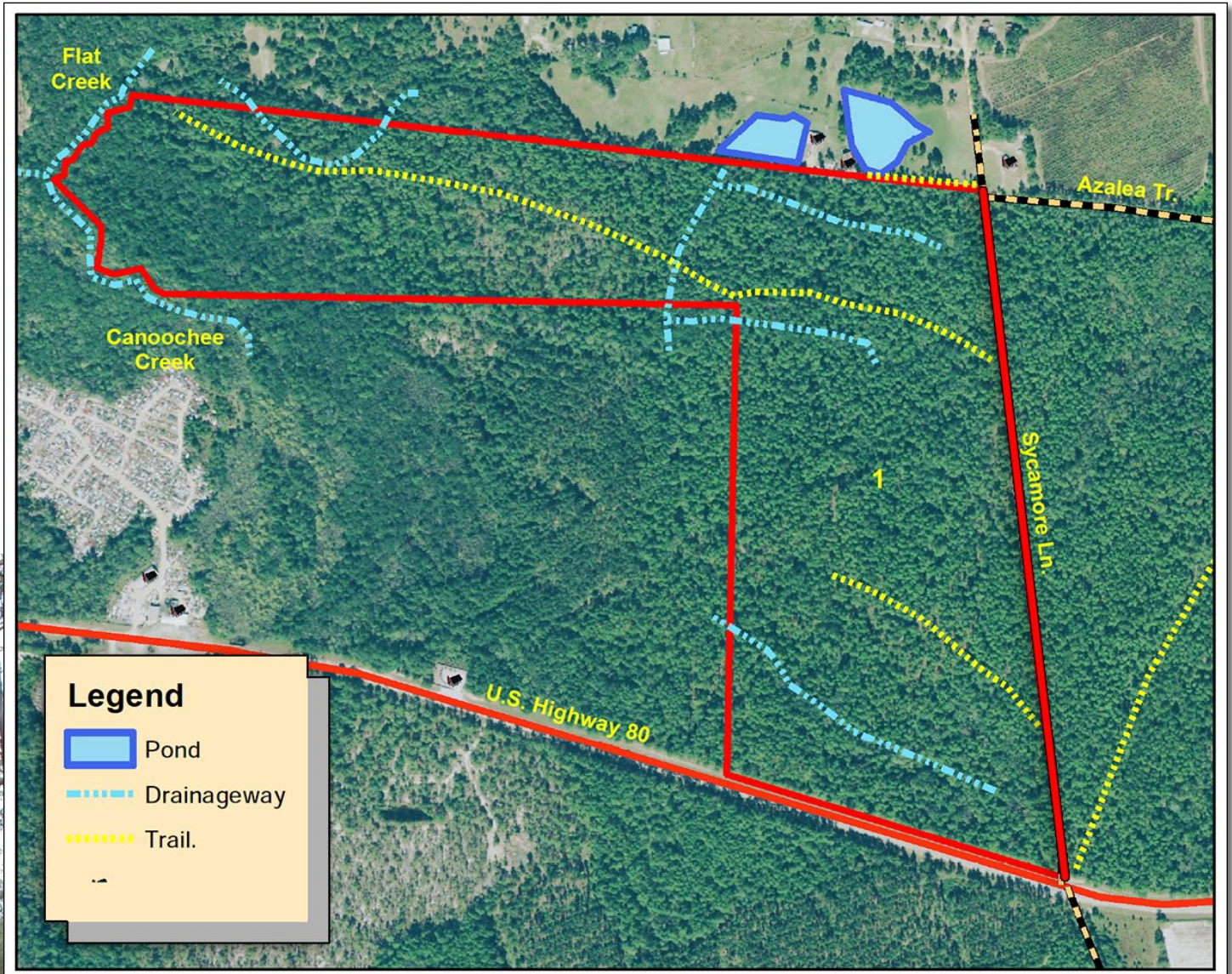
## PROPERTY TIMBER VOLUME



| TOTAL VOLUME ON<br>886± ACRES |       |
|-------------------------------|-------|
| Product                       | Tons  |
| Pine Pulpwood                 | 3902  |
| Hardwood Pulpwood             | 6412  |
| Pine Pulpwood Tops            | 2922  |
| Palletwood                    | 963   |
| Cypress Mulch                 | 19    |
| Pine Chip & Saw               | 8732  |
| Pine Sawtimber                | 24738 |
| Pine Poles                    | 5492  |
| Poplar Logs                   | 603   |
| Sweet Gum Logs                | 667   |
| Bay Logs                      | 34    |
| Black Gum                     | 44    |
| Oak Logs                      | 654   |
| Mixed Logs                    | 228   |



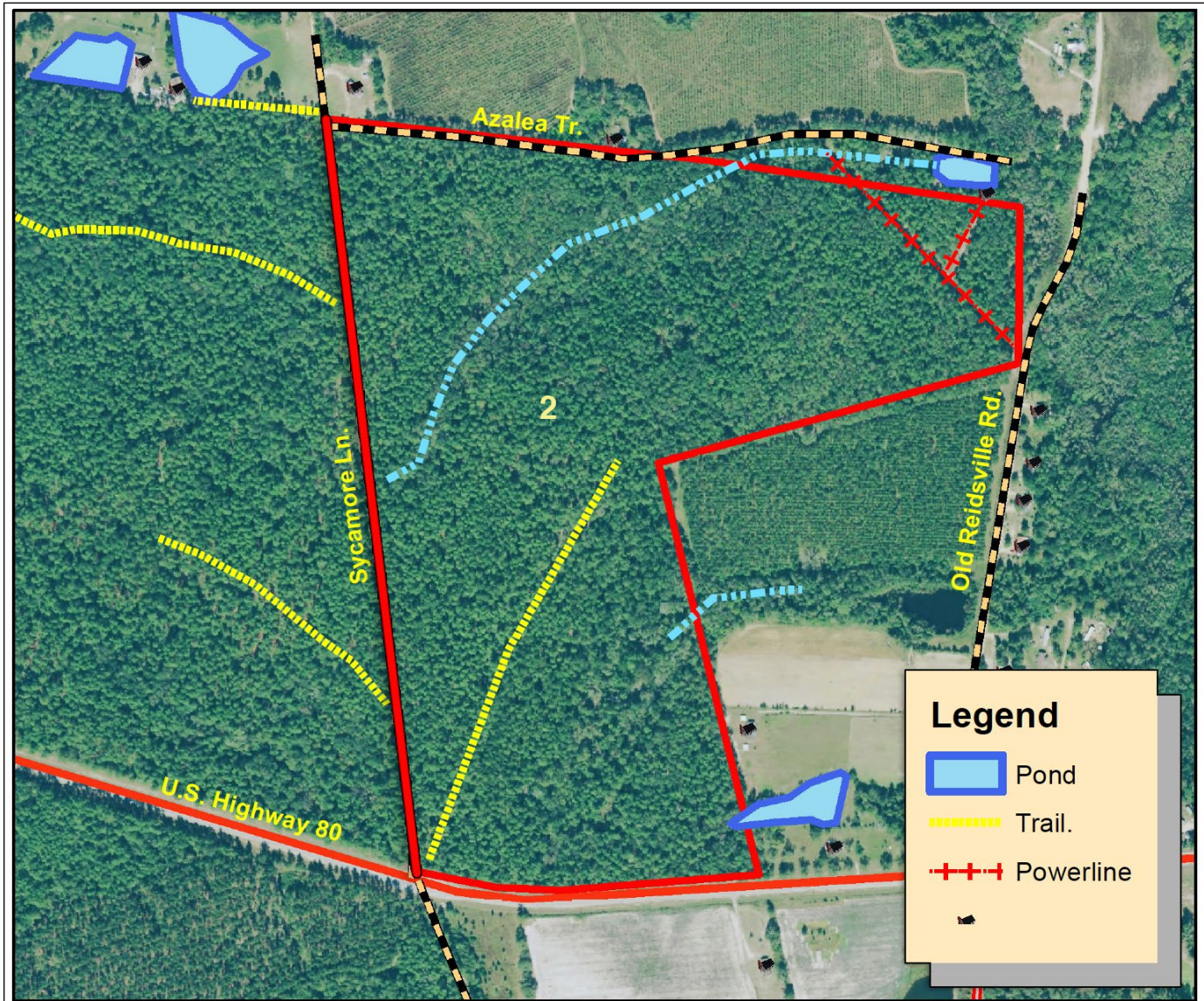
## TRACT 1 STAND MAP & VOLUME



| TIMBER TYPE    |              |
|----------------|--------------|
| Timber Type    | Acres        |
| Natural Timber | 118.0        |
| County Road    | 1.0          |
| <b>Total</b>   | <b>119.0</b> |

| TIMBER VOLUME      |      |
|--------------------|------|
| Product            | Tons |
| Pine Pulpwood      | 278  |
| Hardwood Pulpwood  | 1007 |
| Pine Pulpwood Tops | 482  |
| Palletwood         | 68   |
| Pine Chip & Saw    | 845  |
| Pine Sawtimber     | 4449 |
| Pine Poles         | 368  |
| Oak Logs           | 189  |
| Mixed Logs         | 47   |

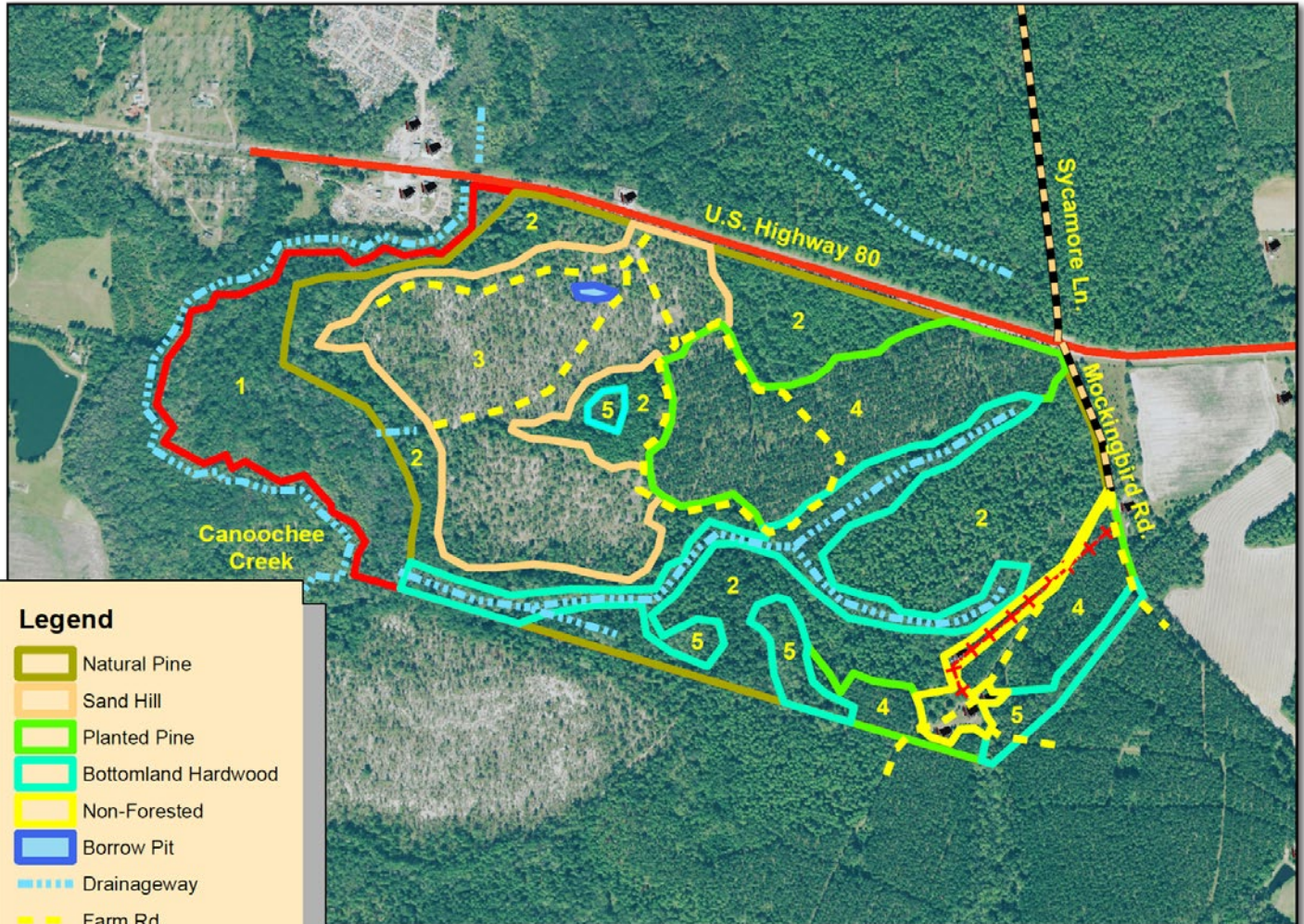
## TRACT 2 TIMBER MAP & VOLUME



| TIMBER TYPE    |              |
|----------------|--------------|
| Timber Type    | Acres        |
| Natural Timber | 103.5        |
| Non-Forested   | 0.4          |
| County Road    | 1.9          |
| <b>Total</b>   | <b>105.8</b> |

| TIMBER VOLUME      |      |
|--------------------|------|
| Product            | Tons |
| Pine Pulpwood      | 468  |
| Hardwood Pulpwood  | 1209 |
| Pine Pulpwood Tops | 517  |
| Palletwood         | 10   |
| Pine Chip & Saw    | 662  |
| Pine Sawtimber     | 4278 |
| Pine Poles         | 892  |
| Mixed Logs         | 47   |

## TRACT 3 TIMBER MAP & VOLUME



### Legend

- Natural Pine
- Sand Hill
- Planted Pine
- Bottomland Hardwood
- Non-Forested
- Borrow Pit
- Drainageway
- Farm Rd.
- Powerline

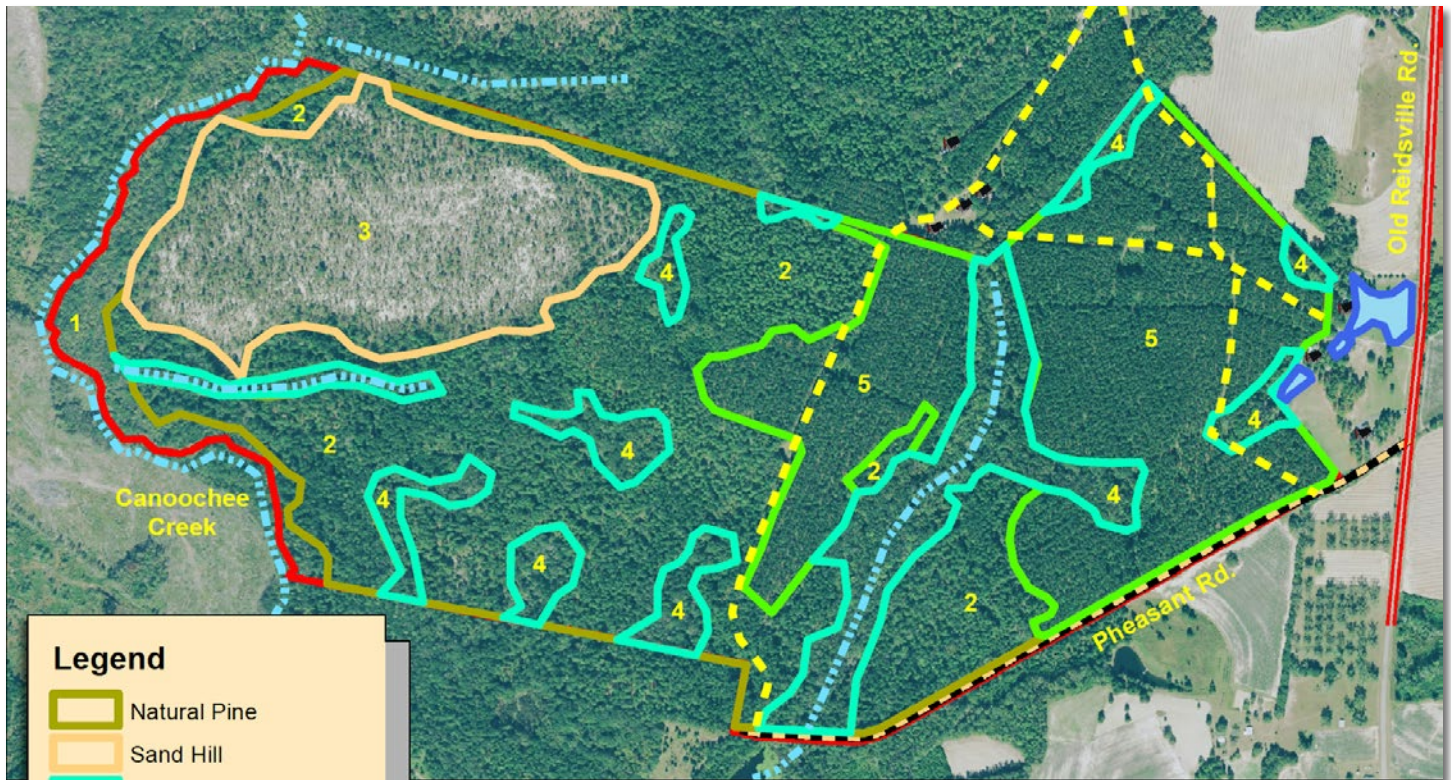
### TIMBER TYPE

| Stand | Timber Type         | Acres        |
|-------|---------------------|--------------|
| 1     | Creek Bottom        | 28.7         |
| 2     | Natural Pine        | 98.2         |
| 3     | Sand Hill           | 60.2         |
| 4     | Planted Pine        | 51.7         |
| 5     | Bottomland Hardwood | 30.7         |
| 6     | Non-Forested        | 5.0          |
|       | County Road         | 0.5          |
|       | <b>Total</b>        | <b>275.0</b> |

### TIMBER VOLUME

| Product            | Stand 1<br>Tons | Stand 2<br>Tons | Stand 3<br>Tons | Stand 4<br>Tons | Stand 5<br>Tons | Total<br>Tons |
|--------------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|
| Pine Pulpwood      | 35              | 714             | 379             | 1113            | 78              | 2319          |
| Hardwood Pulpwood  | 805             | 652             | 63              | -               | 277             | 1797          |
| Pine Pulpwood Tops | 55              | 426             | -               | -               | 51              | 532           |
| Palletwood         | 317             | 166             | -               | -               | 175             | 658           |
| Cypress Mulch      | 19              | -               | -               | -               | -               | 19            |
| Pine Chip & Saw    | 30              | 1252            | 88              | 2770            | 96              | 4236          |
| Pine Sawtimber     | 554             | 3844            | 103             | 254             | 505             | 5260          |
| Pine Poles         | -               | 422             | -               | 272             | -               | 694           |
| Poplar Logs        | 44              | 134             | -               | -               | 219             | 397           |
| Oak Logs           | 290             | 20              | -               | -               | -               | 310           |

## TRACT 4 TIMBER MAP & VOLUME



### Legend

- Natural Pine
- Sand Hill
- Bottomland Hardwood
- Planted Pine
- Pond
- Drainageway
- Farm Rd.

### TIMBER TYPE

| Stand | Timber Type         | Acres        |
|-------|---------------------|--------------|
| 1     | Creek Bottom        | 18.7         |
| 2     | Natural Pine        | 140.0        |
| 3     | Sand Hill           | 67.6         |
| 4     | Bottomland Hardwood | 54.7         |
| 5     | Planted Pine        | 103.4        |
|       | County Road         | 2.4          |
|       | <b>Total</b>        | <b>386.8</b> |

### TIMBER VOLUME

| Product            | Stand 1<br>Tons | Stand 2<br>Tons | Stand 3<br>Tons | Stand 4<br>Tons | Stand 5<br>Tons | Total<br>Tons |
|--------------------|-----------------|-----------------|-----------------|-----------------|-----------------|---------------|
| Pine Pulpwood      | -               | 603             | 125             | 19              | 90              | 837           |
| Hardwood Pulpwood  | 295             | 760             | 47              | 1297            | -               | 2399          |
| Pine Pulpwood Tops | -               | 736             | -               | 33              | 622             | 1391          |
| Palletwood         | 23              | 25              | -               | 179             | -               | 227           |
| Pine Chip & Saw    | -               | 748             | 37              | -               | 2204            | 2989          |
| Pine Sawtimber     | 276             | 6446            | 91              | 334             | 3604            | 10751         |
| Pine Poles         | -               | 916             | -               | -               | 2622            | 3538          |
| Black Gum          | 44              | -               | -               | -               | -               | 44            |
| Poplar Logs        | -               | -               | -               | 206             | -               | 206           |
| Oak Logs           | 30              | -               | -               | 125             | -               | 155           |
| Sweet Gum Logs     | -               | 64              | -               | 603             | -               | 667           |

## EXECUTED TITLE LETTER

**JERRY N. CADLE, P.C.**

ATTORNEY AT LAW  
P. O. BOX 68  
SWAINSBORO, GA 30401

JERRY N. CADLE  
[jerry@cadlelawfirm.com](mailto:jerry@cadlelawfirm.com)

130 S. MAIN ST.  
PHONE 478-237-2271  
FAX 478-237-4683

May 2, 2018

Rusty Lane  
South Auction Group  
P.O. Box 134  
Swainsboro, GA 30401

Dear Rusty,

Per your request we have search the title in connection with the following described property.

**TRACT ONE:** All that tract of land lying, situate and being in the 1560<sup>th</sup> G.M. District of Emanuel County, Georgia, containing 118.96 acres, designated as Parcel #1, fronting on the Northern side of U.S. Highway 80 and the Western side of Sycamore Lane (County Road #262), as shown on a plat of survey dated April 10, 2018, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book \_\_\_\_, page \_\_\_\_ to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by lands of Gene Hall; lands of Gene Hall and Tina Hall; East by Sycamore Lane (County Road #262); South by U.S. Highway 80, lands of Emanuel County Board of Commissioners and lands of Charles L. Hadden; and West by lands of Emanuel County Board of Commissioners, lands of Charles L. Hadden, the run of Canoochee Creek being the property line, and by lands of Tatum Family Limited Partnership, the run of Flat Creek being the property line.

Said property is a portion of that designated by the 2018 Emanuel County Tax Assessors as Map and Parcel No. 131-019.

**TRACT TWO:** All that tract of land lying, situate and being in the 1560<sup>th</sup> G.M. District of Emanuel County, Georgia, containing 106.77 acres, designated as Parcel #2, fronting on the Northern side of U.S. Highway 80, on the Eastern side of Sycamore Lane (County Road #262) and on the Southern side of Azalea Trail (County Road #350), as shown on a plat of survey dated April 10, 2018, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book \_\_\_\_, page \_\_\_\_ to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by Azalea Trail (County Road #350) and lands of Blair Charles Kendall; East by lands of Terry L., Katrina B., Carrie Elizabeth, and Megan Katrina Creech, lands of Rita Hayes, lands of Daniel Andrews, lands of Spivey State Bank, and lands of Susan S. Stevens; South by U.S. Highway 80; and West by Sycamore Lane (County Road #262).

Said property is a portion of that designated by the 2018 Emanuel County Tax Assessors as Map and Parcel No. 131-019.

## EXECUTED TITLE LETTER - CONTINUED

**TRACT THREE:** All that tract of land lying, situate and being in the 1560<sup>th</sup> G.M. District of Emanuel County, Georgia, containing 275.00 acres, designated as Parcel #3, fronting on the Southern side of U.S. Highway 80, as shown on a plat of survey dated April 10, 2018, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book \_\_\_, page \_\_\_ to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by Charles Hadden, the run of Canoochee Creek being the property line and U.S. Highway 80; East by Mockingbird Road (County Road #558) and lands of Charles E. Rountree; South by Parcel #4 as shown on said plat of survey and land of Donald Leon Canady, Jr.; and West by lands of Donald Leon Canady, Jr. and lands of Allen D. Hall, Jr. and Alice Hall, the run of Canoochee Creek being the property line.

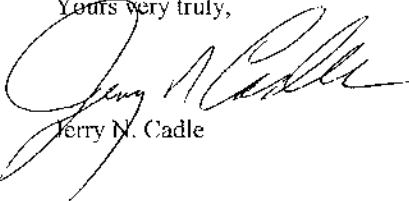
Said property is a portion of that designated by the 2018 Emanuel County Tax Assessors as Map and Parcel No. 131-019.

**TRACT FOUR:** All that tract of land lying, situate and being in the 1560<sup>th</sup> G.M. District of Emanuel County, Georgia, containing 386.81 acres, designated as Parcel #4 as shown on a plat of survey dated April 10, 2018, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book \_\_\_, page \_\_\_ to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by Parcel #3 as shown on said plat of survey; East by lands of Marty C. Payne and Teresa P. Mason, lands of Daniels Chevrolet Oldsmobile, Inc., and lands of J. Tyson Stephens and Susan F. Stephens; Southeast by lands of J. Tyson Stephens and Susan F. Stephens and Pheasant Road (County Road #363); South by Pheasant Road (County Road #363), lands of George Holland Rountree, lands of Pheasant Road Trust George H. Rountree Trustee, and lands of Carol A. Canady; and West by lands of Carol A. Canady, lands of Amy L. Hadden and by lands of Donald Leon Canady, Jr., the run of Canoochee Creek being the property line.

Said property is a portion of that designated by the 2018 Emanuel County Tax Assessors as Map and Parcel No. 131-019.

I hereby certify that, according to matters appearing of public record the current owners have valid fee simple, marketable title to said property. There are no outstanding liens on this property.

Yours very truly,



Jerry N. Cadle

JNC:cms

## REAL ESTATE TERMS & CONDITIONS

Wednesday, May 2nd, 2018 | 9AM  
Real Estate Terms & Conditions

ALL BIDDERS MUST READ THESE TERMS BEFORE BIDDING. BY BIDDING ON THE AUCTION YOU ACKNOWLEDGE YOU HAVE READ AND AGREE TO THESE TERMS, IF YOU ARE THE HIGH BIDDER, YOU ARE REQUIRED TO CLOSE ON THE PROPERTY.

South Auction and Realty is acting exclusively as an agent for the Seller and does not represent the buyer in any manner.

The successful bidders will tender \$100,000 as earnest money via wire transfer no later than 5:00pm on May 31st. - along with a signed real estate contract. Buyer will owe the remaining balance at closing. A 10% buyer's premium will be added to high bid to arrive at the contract price.

Bank Letter of Credit: All bidders must present a bank letter of credit for \$100,000 prior to bidding. South Auction and Realty reserves the right to waive this requirement for anyone whom we have a known relationship. A sample bank letter of credit is provided below.

Bidding Format:

The method that produces the best offer to the Seller will determine how this property sells.

Survey

A full boundary survey has been completed by Donaldson Surveying, Swainsboro, Georgia 30401, (478) 237-3107, a land surveyor registered in the State of Georgia. An additional survey will be required if tracts 3 and 4 sell divided. The cost of that survey will be \$2,000 with the buyers of tract 3 and 4 dividing that cost. It is understood that the acreage and dimensions of the tracts will likely vary from the advertised acres according to actual survey. All survey expenses will be paid by Purchaser. For this fee, the Surveyor will mark all property corners and provide the Purchaser with a recordable plat. This fee does not include the actual opening of the lines.

## **REAL ESTATE TERMS & CONDITIONS - CONTINUED**

### Closings:

All closing costs are paid by the buyer.

All real estate transactions will close on or before July 13, 2018.

Jerry Cadle Esquire will handle all closings. For an estimate on closing cost feel free to contact Jerry at (478) 237-2271 or [jerry@cadlelawgroup.com](mailto:jerry@cadlelawgroup.com)

### Special Notes:

1. All acreage referenced in brochure, on signs, and online are estimated acres.
2. South Auction and Realty Inc. nor the Seller guarantees that each auction sign is accurately placed on the property being sold.
3. All Sellers have the right to accept or decline any high bid. All buyers will be notified within 48 hours if their bid is accepted.
4. Please contact the auction company before inspecting the property. All inspections are at your own risk.
5. South Auction and Realty Inc. reserves the right to suspend one's bidding privileges for any reason or no reason. South Auction and Realty can elect to do so before, during, or after an auction with no notice to the bidder.
6. South Auction and Realty Inc. has the right to extend the ending date of any auction or property.
7. All sales are final.
8. By bidding on any item, the bidder shows acceptance of the terms of the auction and is responsible for closing on the property if they are the high bidder.
9. The auction company reserves the right to refuse service to any person.
10. All property is sold as is, and all sales are final. Property is open to thorough public inspection. It is the Bidders responsibility to determine condition.
11. If you are the successful buyer you will be required to sign and execute a purchase contract. A copy of the contract is attached and made apart of the terms and conditions.

## BANK LETTER OF CREDIT



338 East Main Street  
Swainsboro, GA 30401  
Rusty Lane – 478-455-1861  
rusty@southauctiongroup.com

Date: \_\_\_\_5-1-2018\_\_\_\_

To whom it may concern:

Please know that ( John Doe) is a customer in good standing with ( ABC BANK).

Also please be assured that John Doe has sufficient funds or access to sufficient funds to pay the \$100,000 earnest money deposit Should John Doe be the successful bidder on any part or all of the Pine Ridge Auction on Thursday May 31st 2018.

ABC Bank will assist Mr. Doe to ensure that said \$100,000 is wired to South Auction and Realty by 5:00 PM EST on Thursday May 31st.

\_\_\_\_\_  
BANK REPRESENTATIVE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
Email

\_\_\_\_\_  
Phone Number

## REAL ESTATE SALES CONTRACT

### AUCTION REAL ESTATE SALES CONTRACT MAY 31, 2018

As a result of the efforts of South Auction and Realty (SAR), hereinafter referred to as "Auctioneer," the undersigned Purchaser agrees to purchase, and the undersigned Seller agrees to sell, all that tract or parcel of land lying in Emanuel County and being TRACT\_\_\_\_, on attached plat. Together with all plants, trees, and shrubbery now on the premises; together with all improvements thereon and appurtenances thereto, collectively hereinafter referred to as the "Property".

#### TO BE DETERMINED

1. The "Purchase Price" of the property shall be defined as follows: The high bid made by the Seller plus a ten percent "Buyer's Premium." The Buyer agrees to pay the Purchase Price of \$\_\_\_\_\_ to the Seller. The purchase price shall be paid in cash, in full, at closing. **Purchaser's** obligation to close shall not be contingent upon **Purchaser's** ability to obtain financing. Further, **Purchaser's** obligation to close shall not be contingent upon matters of survey or inspection, unless expressly noted herein, as all of such matters should have been reviewed by **Purchaser** prior to the closing of the auction should **Purchaser** have wished to obtain them. **Purchaser** shall pay all closing costs. Taxes, Homeowner's Association Fees, Dues, etc. as applicable, will be prorated as of date of closing.

For an outline of the financial terms of sale, see below.

| Bidder<br>Number | OUTLINE OF FINANCIAL TERMS OF SALE                                                                                                                                              | Property<br>Number(s) |
|------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------|
|                  | <b>HIGH BID:</b> \$ _____<br><b>BUYER'S PREMIUM (10%)</b> \$ _____<br><b>PURCHASE PRICE</b> \$ _____<br><b>EARNEST MONEY</b> \$ _____<br><b>BALANCE DUE AT CLOSING</b> \$ _____ |                       |

2. **Earnest Money:** **Purchaser** agrees to pay **Auctioneer** the sum of **\$100,000**, as earnest money, which earnest money is to be promptly wired into the **Auctioneer's** escrow account and is to be applied toward the purchase price at the time of closing or as otherwise provided herein. **Purchaser** agrees and acknowledges that in the event he or she fails to execute the obligations contained in this agreement for any reason other than those specifically allowed herein below, this earnest money shall constitute liquidated damages to be paid to the **Seller**. The **Seller** agrees that, in the event he or she is awarded the earnest money as liquidated damages, the Auctioneer shall be paid the entire commission due to **Auctioneer** from those proceeds. All parties hereto agree that **Auctioneer** may deposit the earnest money in an interest-bearing escrow account.

a. **Disbursement of Earnest Money:**

- i. **Entitlement to Earnest Money:** Subject to the paragraphs below, **Purchaser** shall only be entitled to a return of the earnest money if one of the following should occur: a) the **Seller** terminates the agreement without justification as provided for herein, b) the **Purchaser** elects to rescind the agreement due to the Property being "destroyed or substantially damaged" as provided herein below. Or c) the Seller is unable to deliver good and marketable title as outlined herein below by the time of the scheduled closing. Otherwise, the earnest money shall be applied toward the purchase price of the **Property** at closing, or paid to **Seller** as liquidated damages should **Purchaser** fail to close.

## REAL ESTATE SALES CONTRACT - CONTINUED

ii. **Disbursement of Earnest Money:** Auctioneer is authorized to disburse the earnest money upon the following events:

1. The Closing of the Transaction;
2. A subsequent written agreement between **Purchaser, Seller, and Auctioneer**;
3. An order of a Court or Arbitrator having jurisdiction over any dispute involving the earnest money;
4. Failure of **Purchaser** to consummate the transaction due to **no** fault of **Seller**;
5. Failure of the **Purchaser** to consummate the transaction due to fault of **Seller**;
6. **Auctioneer** may disburse the earnest money upon a reasonable interpretation of the agreement, provided the **Auctioneer** first gives all parties at least 10 days written notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to **Auctioneer** within the 10 day notice period. Objections not timely made in writing shall be deemed waived. If **Auctioneer** receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, **Auctioneer** may do so and send notice to the Parties of **Auctioneer's** action. If **Auctioneer** decides to modify its proposed disbursement, **Auctioneer** shall first send a new 10 day notice to the Parties stating the rationale for the modification and to whom their disbursement will now be made. Should the earnest money be paid to **Seller**, **Auctioneer** shall tender said earnest money to **Seller** by check, in the event **Auctioneer**: (1) Makes a reasonable interpretation of the agreement that the agreement has been terminated due to **Purchaser's** default and (2) sends the required 10 day notice of the proposed disbursement to **Purchaser** and **Seller**. If the check is accepted and deposited by **Seller**, it shall constitute liquidated damages in full settlement of all claims of **Seller** against **Purchaser** and **Auctioneer** in this transaction. Such liquidated damages are a reasonable pre-estimate of **Seller's** actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the **Seller** from declining the tender of the earnest money by the **Auctioneer**. In such event, the Parties hereto release and discharge **Auctioneer** from any claims against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (Provided, however, **Seller** shall not be relieved of its obligation to pay a commission to **Auctioneer** as set forth in both this agreement and the **Real Estate Auction Agreement**.) Should the earnest money be refunded to **Purchaser** after **Auctioneer**: (1) makes a reasonable interpretation of the agreement that the agreement has been terminated due to **Seller's** default, and (2) sends the required 10-day notice of the proposed disbursement to **Seller** and **Purchaser**. If the check is accepted by **Purchaser**, it shall constitute a full, complete, and final settlement of all claims of **Purchaser** against **Seller** and **Auctioneer** in this transaction. In such event, the Parties hereto release and discharge **Auctioneer** from all claims **Purchaser** might have against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (**Seller** shall not be relieved of its obligation to pay a commission to **Auctioneer** as set forth in this agreement and the **Real Estate Auction Agreement** provided the earnest money is returned to **Purchaser** and closing does not take place due to fault of **Seller**; or
7. If any dispute arises between **Purchaser** and **Seller** as to the final disposition of all or part of the earnest money, **Auctioneer** may, in its sole discretion, notify **Purchaser** and **Seller** in writing that **Auctioneer** is unable to resolve such dispute and may interplead all or any disputed part of the earnest money into court, whereupon **Auctioneer** shall be discharged from any further liability with respect to the earnest money deposit and shall be entitled to recover its fees and expenses, including attorneys' fees in connection with said interpleader from the earnest money. In such event, the parties hereto release and discharge **Auctioneer** from any claims against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder.

3. Both **Purchaser** and **Seller** shall indemnify **Auctioneer** for and hold harmless **Auctioneer** from any costs, losses, liabilities, or expenses, including attorney fees resulting from **Auctioneer** being named as a party to any legal action

## REAL ESTATE SALES CONTRACT - CONTINUED

resulting from either **Purchaser's** or **Seller's** failure to fulfill any obligations and undertakings as set forth in this Contract. Further, the Parties shall not bring legal action against **Auctioneer** for any decision of **Auctioneer** to disburse the earnest money in accordance with the agreement set forth herein.

4. **Seller** warrants that **Seller** presently has marketable title to said property, and at the time the sale is consummated agrees to convey good and marketable title to said property to **Purchaser** by General Warranty Deed, subject only to (1) zoning ordinances affecting said property, (2) general utility easements of record servicing said **Property**, (3) subdivision restrictions of record, and (4) leases, other easements, other restrictions and encumbrances affecting the **Property**.
5. **Purchaser** shall have reasonable time after date hereof in which to examine title and to furnish **Seller** with a written statement of objections affecting the marketability of said title. Any such objections shall be made known to **Seller** at least five days prior to closing. **Seller** shall have reasonable time after receipt of such objections to satisfy all valid objections and, if **Seller** fails to satisfy such valid objections within a reasonable time, then at the option of **Purchaser**, evidenced by written notice to **Seller**, this contract shall be null and void, and **Purchaser's** earnest money shall be returned.
6. **Seller** and **Purchaser** agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.
7. **Seller** and **Purchaser** agree that **Purchaser** is buying this property **AS IS** with no implied or express warranties. For all purposes of this contract and the transaction described herein, the term "AS IS" shall mean only that the property has not been destroyed or substantially damaged prior to closing. For the purposes of this agreement and the transaction described herein, the term "destroyed or substantially damaged" shall mean that the cost to repair the Property is equal to or greater than fifty percent (50%) of the Purchase Price. In the event that the Property is destroyed or substantially damaged, then at the election of the Purchaser: (a) the contract may be cancelled, or (b) Purchaser may consummate the contract and receive such insurance proceeds as may be paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of Seller's damage is determined.
8. **Auctioneer** makes no representation or warranty as to fitness or merchantability of title to the above described **Property**. **Auctioneer** has not conducted a title examination of the **Property** prior to the sale and, therefore, does not certify **Seller's** ability to transfer title of the **Property** free and clear of liens. **Auctioneer** shall have no liability to **Seller** or **Purchaser** in the event closing fails to take place due to there being title defects, encumbrances, or liens upon the **Property** that would prevent the sale from taking place as anticipated.
9. A commission is to be paid to **Auctioneer** and Broker, if any, in accordance with that certain agreement between **Auctioneer** and **Seller** regarding authorization and compensation, pursuant to a **Real Estate Auction Agreement** and the auction sales brochure relative to the subject **Property**. Said documents are incorporated herein by reference.
10. **Seller** and **Purchaser** agree that any dispute arising under the terms and conditions of this sales contract or auction agreement shall be heard in the Superior Courts of Emanuel County, Georgia. Both **Purchaser** and **Seller**, by execution of this agreement, and regardless of their state or county of residence, submits themselves to the jurisdiction of the Superior Courts of Emanuel County, Georgia for resolution of any and all disputes arising under the terms and conditions of this sales contract and agree that both jurisdiction and venue shall be proper in the Superior Courts of Emanuel County, Georgia.
11. **Seller** may leave items of personal property on any or all of the tracts in **Seller's** discretion. **Purchaser** of each tract is entitled to ownership of any items of personal property left on the property as of the date of closing. **Seller** has no responsibility to remove any such items. Removal of such items, and any costs associated therewith, is the **SOLE RESPONSIBILITY** of the **Purchaser**.
12. **Seller** and **Purchaser** agree to all terms contained in the website Terms and Conditions previously agreed to by the **Purchaser**. All such terms and conditions are hereby merged and incorporated into this agreement as though fully set forth herein.

### Special Stipulations

1. Real estate taxes, as well as Homeowner's Association Fees and Dues, if applicable, on the **Property** shall be prorated as of the date of closing.
2. Sale shall be closed on or before **July 13th, 2018**.
3. All closings shall be conducted by: **Jerry Cadle ESQ. 130 South Main Street Swainsboro GA 30401 478-237-2271**
4. All closing costs will be paid by the **Purchaser**. Should **Purchaser** desire to have title insurance or a title certificate issued, **Purchaser** can negotiate for said services with the closing attorney.

## REAL ESTATE SALES CONTRACT - CONTINUED

5. Possession of the **Property** shall be granted by **Seller** to **Purchaser** no later than the closing date, unless specifically stated herein.
6. **Property** is sold "as is" and **Seller** makes no warranty as to easements, leases, restrictions, covenants, conditions, zoning and all other matters that would be revealed by a current survey or an inspection of the **Property** or contained in public records.
7. **In addition to any other rights of Seller to extend hereunder, Seller** may extend the closing date of this contract for an additional forty five (45) days for any reason.
8. South Auction and Realty, **Auctioneer**/broker, is acting exclusively as agent for the **Seller**.
9. Time is of the essence of this agreement.
10. ALL REFERENCES TO ACREAGE REFERRED TO, WHETHER IN BROCHURES, ONLINE, OR ON SIGNS ARE ESTIMATES. THE ACTUAL ACREAGE CAN ONLY BE ASCERTAINED AFTER A SURVEY OF THE PROPERTY. BY SIGNING THIS CONTRACT, THE HIGH BIDDER AGREES TO FULFILL THE TERMS OF THIS CONTRACT REGARDLESS OF ACTUAL ACREAGE!!
11. ALL REFERENCES TO TIMBER VOLUMES ARE ESTIMATES AS PROVIDED BY A LICENSED FORESTER. SAR MAKES NO WARRANTIES OR GAURENTEES AS TO THE ACCURATENESS OF THIS INFORMATION.

\_\_\_\_\_  
Signature: Purchaser

\_\_\_\_\_  
Signature: Seller

\_\_\_\_\_  
Print Purchaser's Name

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Address

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Signature: Seller

\_\_\_\_\_  
City, State, Zip

\_\_\_\_\_  
Email

\_\_\_\_\_  
Signature: Seller

\_\_\_\_\_  
Phone

\_\_\_\_\_  
Signature: Seller

\_\_\_\_\_  
Signature: SOUTH AUCTION and REALTY

## ABOUT SOUTH AUCTION & REALTY

We are a full service auction and real estate firm based in Swainsboro, Georgia. We serve clients all across the Southeast.

One day we may be working on a multi-million dollar real estate sale and the next cataloging the contents of a loved one's estate, preparing for an auction. Our staff of professionals are trained to help with any situation. We evaluate every client's needs and determine what tools we have to best accomplish his/her objectives.

If you are looking to liquidate real estate or personal property, we ask that you please give us a call.



Standing Left to Right:  
Brent Stephens, Joe Lanier, Tanya Lane,  
Rusty Lane, Lisa Peebles, Alex Grovenstein



GAL# 3022

338 East Main Street  
Swainsboro, GA 30401

Auction Manager: Rusty Lane  
478-455-1861  
rusty@southauctiongroup.com



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