

HALLS BRIDGE

PINE PLANTATION

Emanuel County, Georgia

596[±] Acres

Mature Timber Property



Bidding Ends: June 13th, 2019

478.455.1861 | www.SouthAuction.com

COVER LETTER



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

Halls Bridge Pine Plantation is one of those tracts that rarely makes it to the open market where anyone can buy it. Located in Western Emanuel County this property has many features that make it unique. One of those features is that it is adjacent to the Ohoopee Dunes WMA. With over 8000 acres Ohoopee Dunes is a true Georgia treasure. The Nature Conservancy also owns an adjoining tract with an intense focus on maintaining this unique geological area in its natural state. [Click Here to learn more about The Ohoopee Dunes.](#)

Halls Bridge Pine Plantation consist of 596 acres of land with most of it being timbered. This property offers immediate income through the current hunting lease and CRP payments.

We have made every effort to include all relevant information on this rare property in the following pages. If you need more information or would like to discuss the auction process, please do not hesitate to reach out to me via email rusty@southauctiongroup.com or on my cell phone 478-455-1861.

Sincerely,

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



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AUCTION TEAM

Rusty Lane - President

rusty@southauctiongroup.com | 478-455-1861

Brent Stephens - Auction Manager

brent@southauctiongroup.com | 706-442-5513

Joe Lanier - Auction Manager

joe@southauctiongroup.com | 912-531-7007

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alex@southauctiongroup.com | 912-657-1831

Derry Bennett - Auction Manager

derrybennett@gmail.com | 229-561-0480

Visit SouthAuction.com for Auction Details.

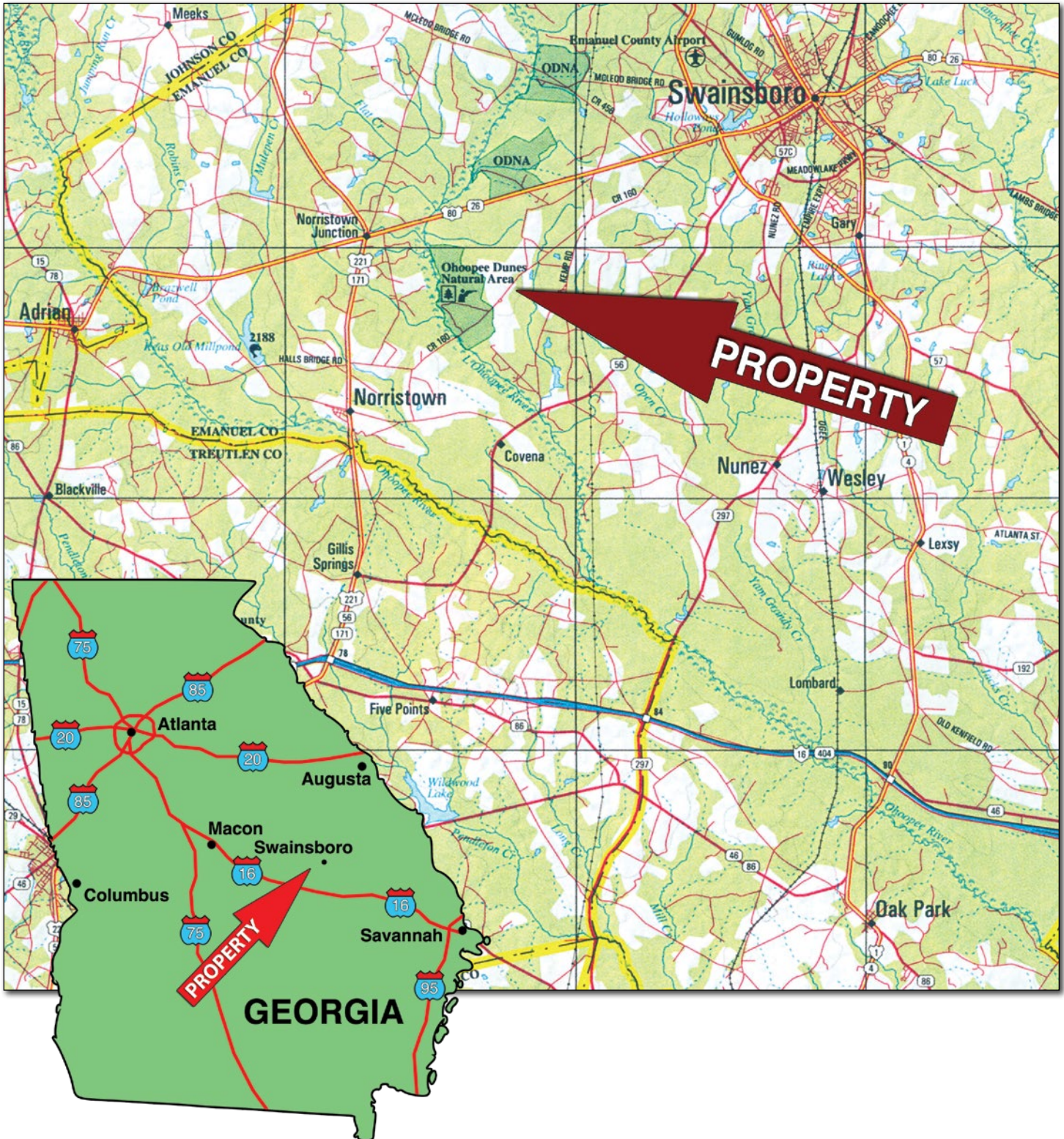
HALLS BRIDGE

Emanuel County, Georgia

PINE PLANTATION

596[±]
Acres

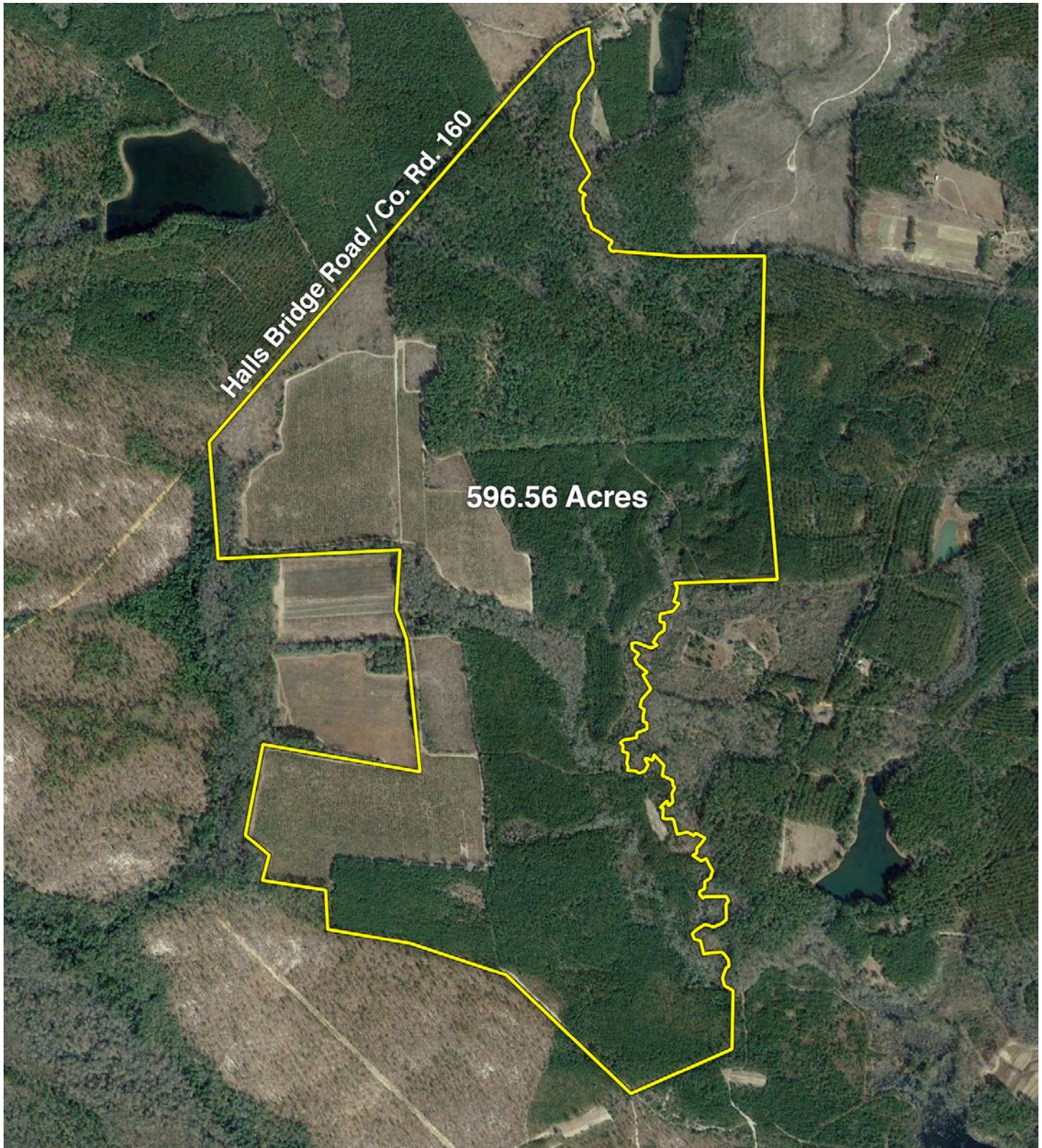
PROPERTY LOCATION MAP



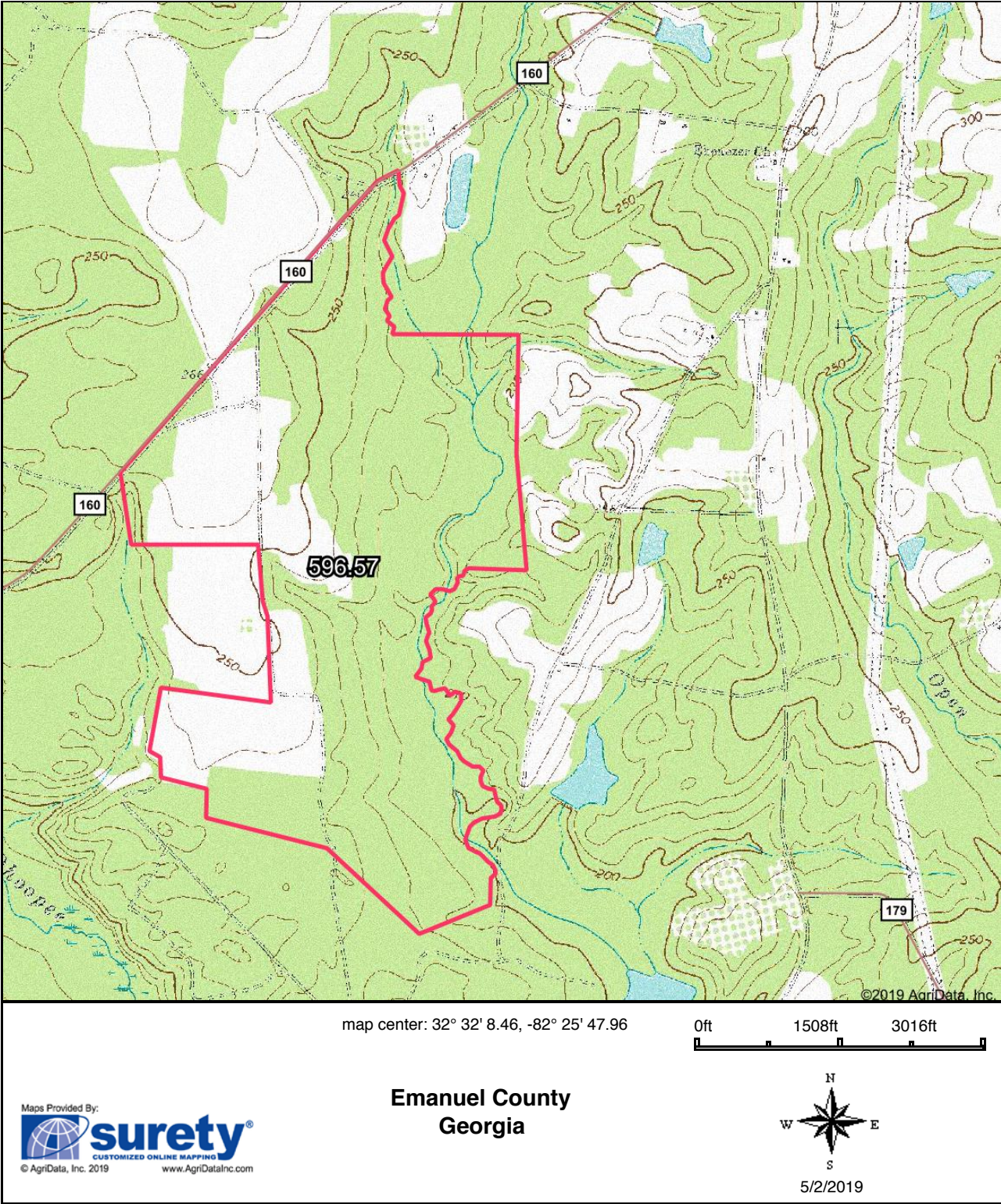
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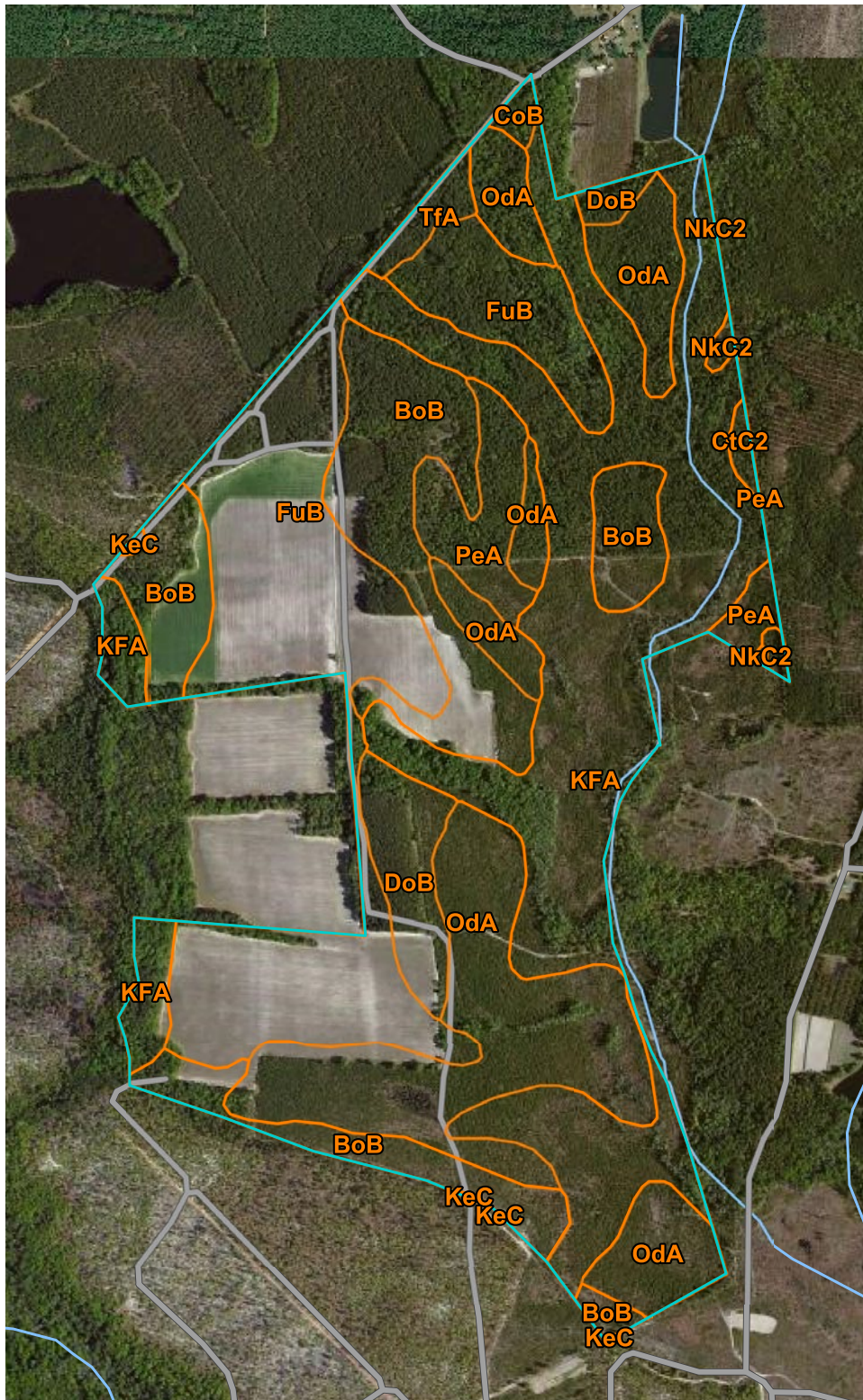
PROPERTY AERIAL MAP



TOPOGRAPHY MAP



PROPERTY SOIL INFORMATION



MAP LEGEND

Area of Interest (AOI)	Area of Interest (AOI)	Spoil Area
Soils	Soil Map Unit Polygons	Stony Spot
	Soil Map Unit Lines	Very Stony Spot
	Soil Map Unit Points	Wet Spot
		Other
Special Point Features		Special Line Features
Blowout		Water Features
Borrow Pit		Streams and Canals
Clay Spot		Transportation
Closed Depression		Rails
Gravel Pit		Interstate Highways
Gravelly Spot		US Routes
Landfill		Major Roads
Lava Flow		Local Roads
Marsh or swamp		Background
Mine or Quarry		Aerial Photography
Miscellaneous Water		
Perennial Water		
Rock Outcrop		
Saline Spot		
Sandy Spot		
Severely Eroded Spot		
Sinkhole		
Slide or Slip		
Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Emanuel County, Georgia
Survey Area Data: Version 12, Aug 30, 2018

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

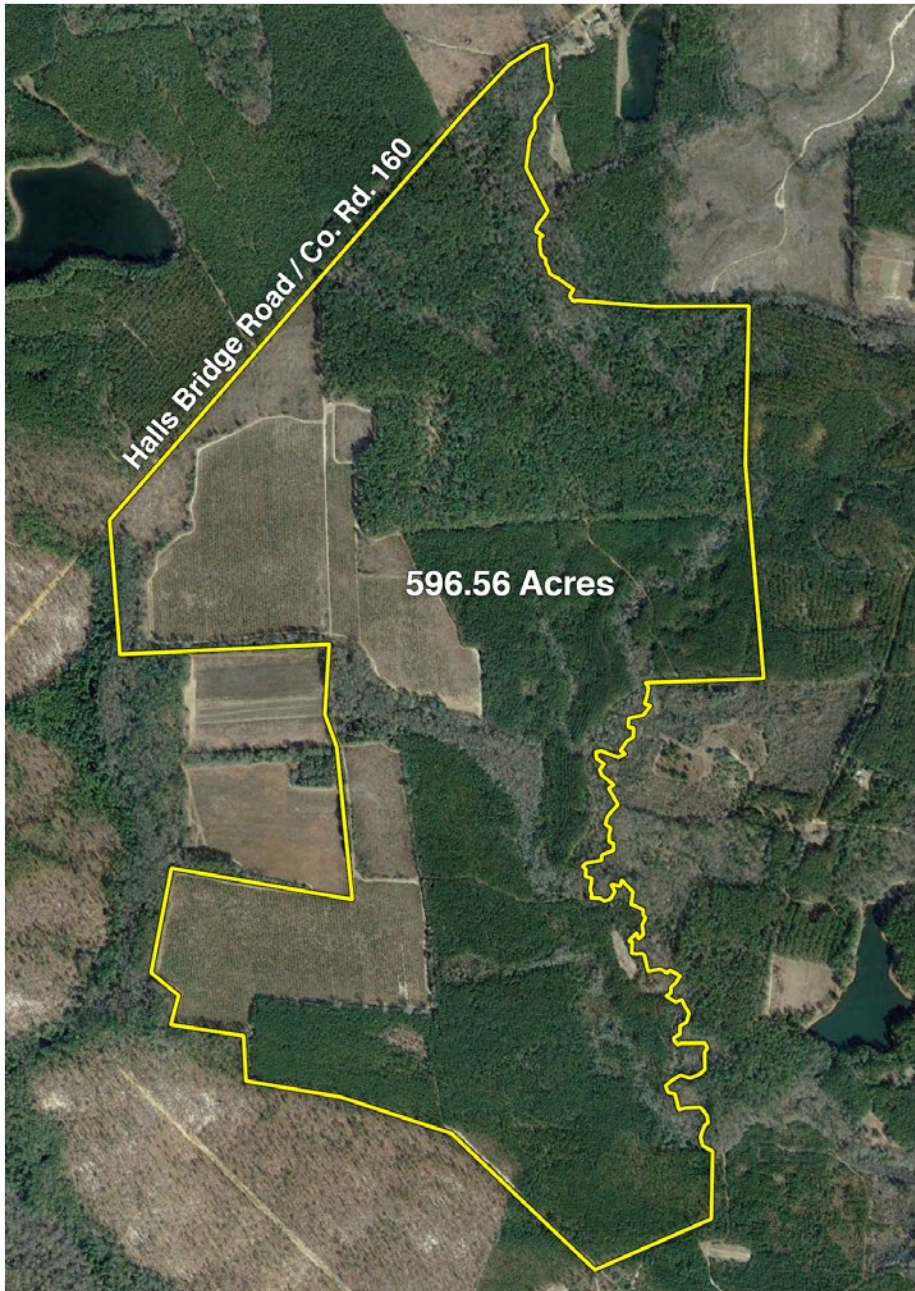
Date(s) aerial images were photographed: Apr 6, 2011—Apr 18, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

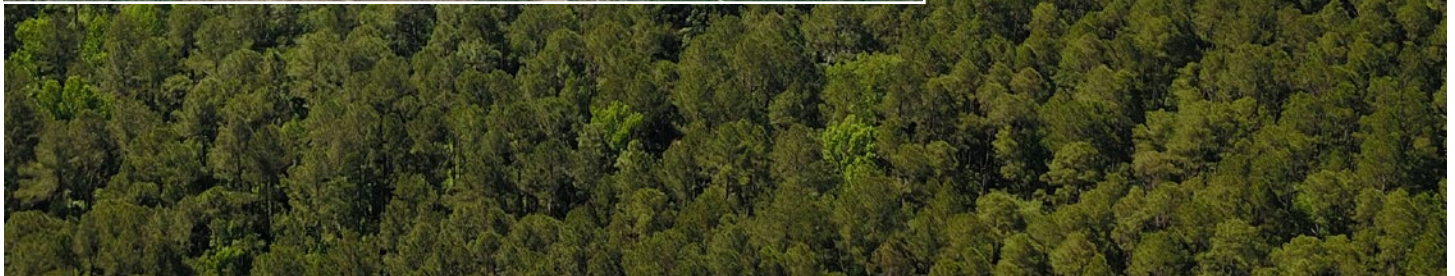
PROPERTY SOIL LEGEND

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BoB	Bonifay sand, 1 to 5 percent slopes	100.4	16.7%
CoB	Cowarts loamy sand, 2 to 5 percent slopes	2.3	0.4%
CtC2	Cowarts sandy loam, 5 to 8 percent slopes, moderately eroded	2.0	0.3%
DoB	Dothan loamy sand, 2 to 5 percent slopes	21.5	3.6%
FuB	Fuquay loamy sand, 0 to 5 percent slopes	137.8	22.9%
KeC	Kershaw coarse sand, 2 to 12 percent slopes	0.6	0.1%
KFA	Kinston and Bibb soils, 0 to 2 percent slopes, frequently flooded	183.1	30.4%
NaB	Nankin loamy sand, 2 to 5 percent slopes	1.2	0.2%
NkC2	Nankin sandy loam, 5 to 8 percent slopes, moderately eroded	1.4	0.2%
OdA	Ocilla loamy sand, 0 to 2 percent slopes	122.2	20.3%
PeA	Pelham loamy sand, 0 to 2 percent slopes, occasionally flooded	23.3	3.9%
TfA	Tifton loamy sand, 0 to 2 percent slopes	5.8	1.0%
Totals for Area of Interest		601.5	100.0%

PROPERTY TIMBER VOLUME

**Halls Bridge Pine Plantation
Volume & Value Summary
596.6 Acres****438 Acres Merchantable**

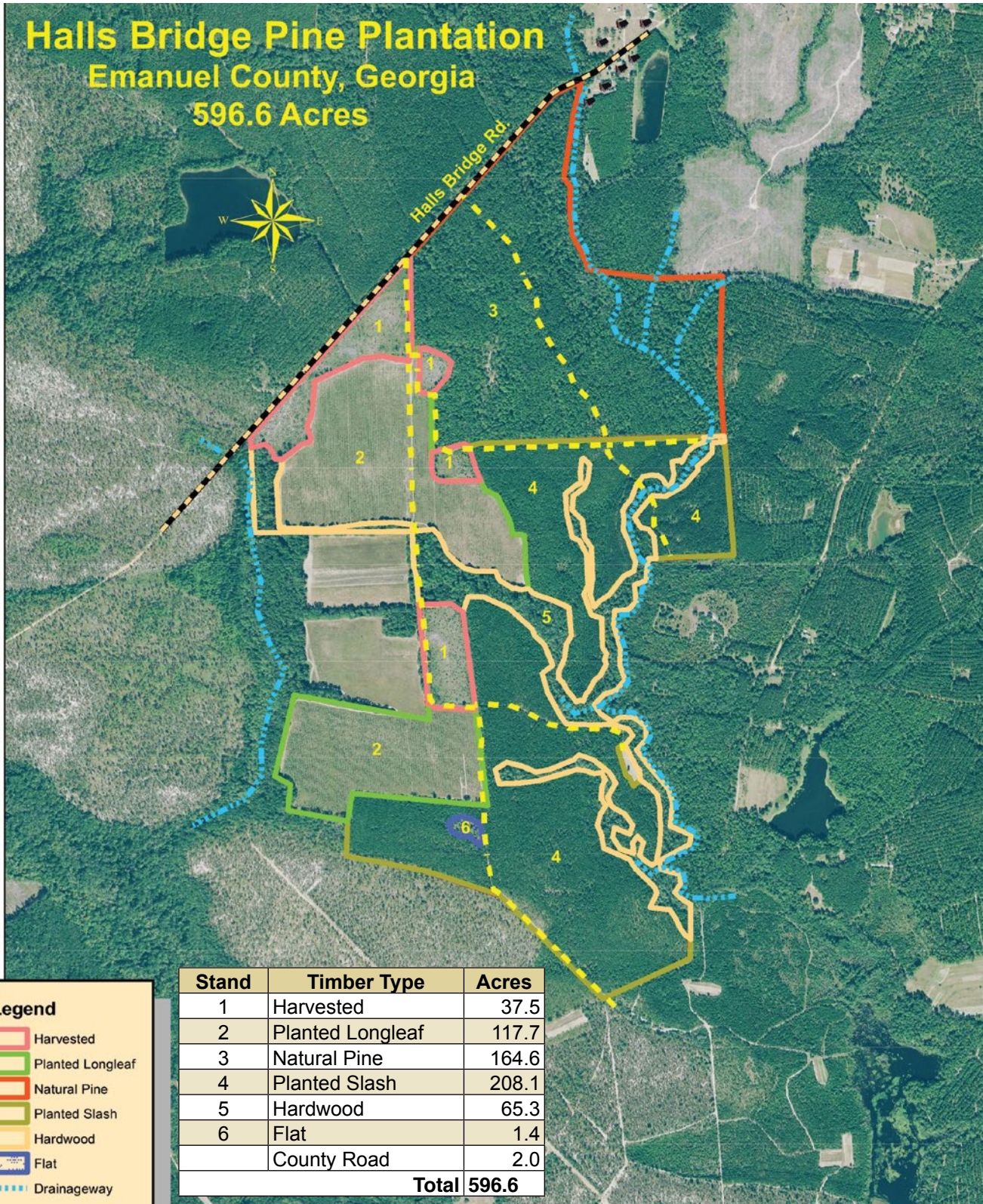
Product	Tons
Pine Pulpwood	14610
Hardwood Pulpwood	1182
Palletwood	773
Pine Chip & Saw	2832
Pine Sawtimber	7299
Pine Poles	341
Oak Logs	183
Poplar Logs	566



Bidding Ends: June 13th, 2019

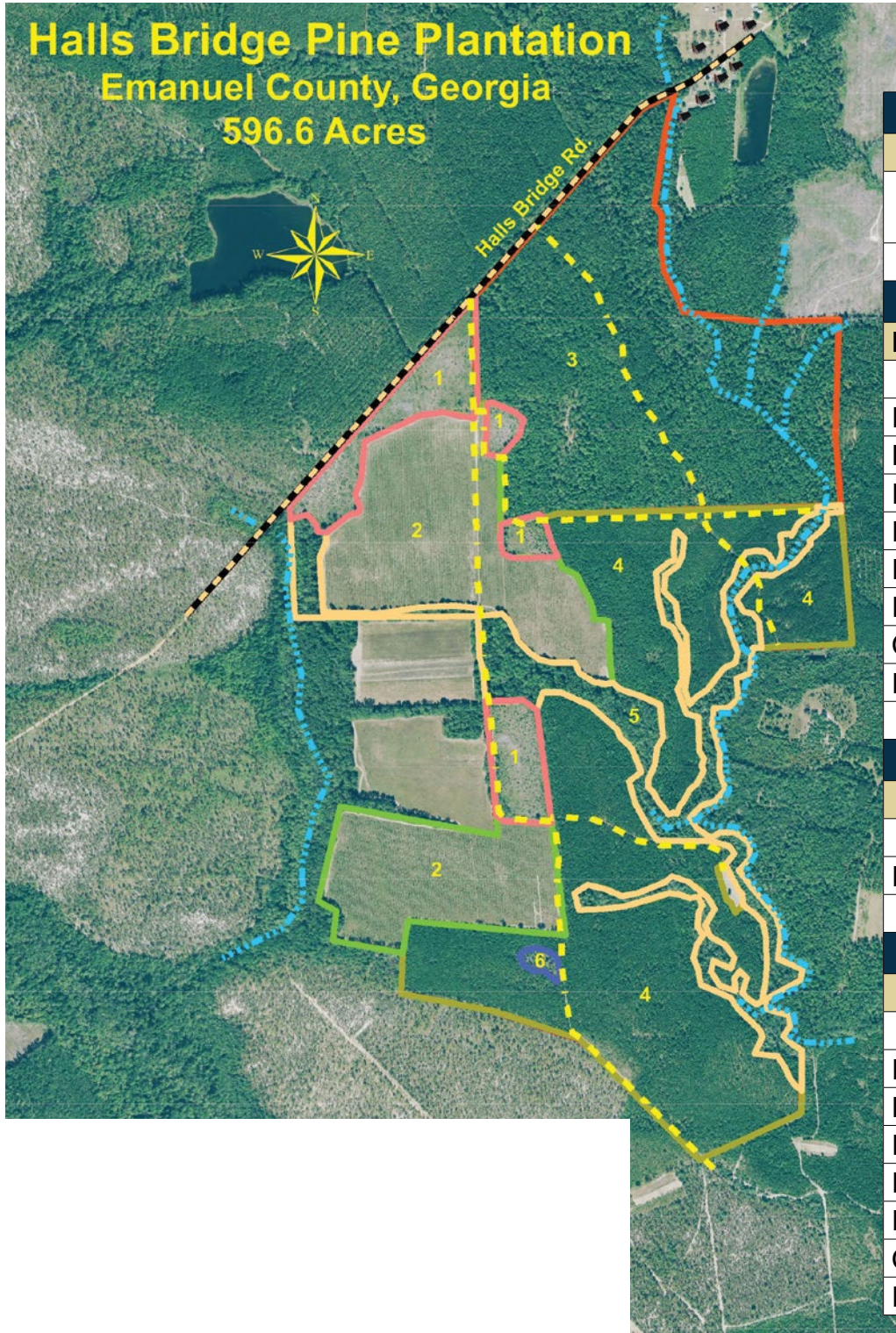


Halls Bridge Pine Plantation Emanuel County, Georgia 596.6 Acres



1,300 650 0 1,300
Feet

PROPERTY TIMBER VOLUME

**STAND 2****PRE MERCHANTABLE**

450 TREES PER ACRE WITH AN
AVERAGE HEIGHT OF 10.6FT

STAND 3

Natural Pine 164.6 Acres

Product	Tons
Pine Pulpwood	3392
Hardwood Pulpwood	573
Palletwood	359
Pine Chip & Saw	2808
Pine Sawtimber	7124
Pine Poles	341
Oak Logs	33
Poplar Logs	30

STAND 4

Planted Slash Pine 208.1 Acres

Product	Tons
Pine Pulpwood	11179

STAND 5

Natural Hardwood 65.3 Acres

Product	Tons
Pine Pulpwood	39
Hardwood Pulpwood	609
Palletwood	414
Pine Chip & Saw	24
Pine Sawtimber	175
Oak Logs	150
Poplar Logs	536

CRP PROGRAM CONTRACT

This form is available electronically.

Page 1 of 1

CRP-1 (10-22-15) U.S. DEPARTMENT OF AGRICULTURE Commodity Credit Corporation CONSERVATION RESERVE PROGRAM CONTRACT		1. ST. & CO CODE & ADMIN. LOCATION 13 107	2. SIGN-UP NUMBER 42
		3. CONTRACT NUMBER 877A	4. ACRES FOR ENROLLMENT 114.70
7A. COUNTY OFFICE ADDRESS (Include Zip Code) EMANUEL COUNTY FARM SERVICE AGENCY 145 NORTH ANDERSON DRIVE SWAINSBORO, GA 30401-4439		5. FARM NUMBER 3341	6. TRACT NUMBER(S) 282
7B. TELEPHONE NUMBER (Include Area Code): (478) 237-8866		8. OFFER (Select one) GENERAL ☐ ENVIRONMENTAL PRIORITY ☒	9. CONTRACT PERIOD FROM: (MM-DD-YYYY) 05-01-2012 TO: (MM-DD-YYYY) 09-30-2022
<i>THIS CONTRACT is entered into between the Commodity Credit Corporation (referred to as "CCC") and the undersigned owners, operators, or tenants (referred to as "the Participant"). The Participant agrees to place the designated acreage into the Conservation Reserve Program ("CRP") or other use set by CCC for the stipulated contract period from the date the Contract is executed by the CCC. The Participant also agrees to implement on such designated acreage the Conservation Plan developed for such acreage and approved by the CCC and the Participant. Additionally, the Participant and CCC agree to comply with the terms and conditions contained in this Contract, including the Appendix to this Contract, entitled Appendix to CRP-1, Conservation Reserve Program Contract (referred to as "Appendix"). By signing below, the Participant acknowledges that a copy of the Appendix for the applicable sign-up period has been provided to such person. Such person also agrees to pay such liquidated damages in an amount specified in the Appendix if the Participant withdraws prior to CCC acceptance or rejection. The terms and conditions of this contract are contained in this Form CRP-1 and in the CRP-1 Appendix and any addendum thereto. BY SIGNING THIS CONTRACT PRODUCERS ACKNOWLEDGE RECEIPT OF THE FOLLOWING FORMS: CRP-1; CRP-1 Appendix and any addendum thereto; CRP-2; CRP-2C; or CRP-2G.</i>			
10A. Rental Rate Per Acre \$ 49.56		11. Identification of CRP Land (See Page 2 for additional space)	
10B. Annual Contract Payment \$ 5,685	10C. First Year Payment \$	A. Tract No. 282 282 282	B. Field No. 2 3 5
		C. Practice No. CP36 CP36 CP36	D. Acres 44.70 24.50 45.50
		E. Total Estimated Cost-Share \$ 0 \$ 0 \$ 0	
(Item 10C applicable only to continuous signup when the first year payment is prorated.)			
12. PARTICIPANTS (If more than three individuals are signing, see Page 3.)			
A(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): LFG HOLDINGS PO BOX 377 SWAINSBORO, GA 30401-0377		(2) SHARE 100.00%	(3) SIGNATURE
B(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code): D HENRY GAMBRELL JR PO BOX 526 SWAINSBORO, GA 30401-0526		(2) SHARE 0.00 %	(3) SIGNATURE
C(1) PARTICIPANT'S NAME AND ADDRESS (Zip Code):		(2) SHARE %	(3) SIGNATURE
(4) DATE (MM-DD-YYYY)			
13. CCC USE ONLY		A. SIGNATURE OF CCC REPRESENTATIVE	
B. DATE (MM-DD-YYYY)			
NOTE: The following statement is made in accordance with the Privacy Act of 1974 (5 USC 552a - as amended). The authority for requesting the information identified on this form is 7 CFR Part 1410, the Commodity Credit Corporation Charter Act (15 U.S.C. 714 et seq.), the Food Security Act of 1985 (16 U.S.C. 3801 et seq.), and the Agricultural Act of 2014 (Pub. L. 113-79). The information will be used to determine eligibility to participate in and receive benefits under the Conservation Reserve Program. The information collected on this form may be disclosed to other Federal, State, Local government agencies, Tribal agencies, and nongovernmental entities that have been authorized access to the information by statute or regulation and/or as described in applicable Routine Uses identified in the System of Records Notice for USDA/FSA-2, Farm Records File (Automated). Providing the requested information is voluntary. However, failure to furnish the requested information will result in a determination of ineligibility to participate in and receive benefits under the Conservation Reserve Program. This information collection is exempted from the Paperwork Reduction Act as specified in the Agricultural Act of 2014 (Pub. L. 113-79, Title I, Subtitle F, Administration). The provisions of appropriate criminal and civil fraud, privacy, and other statutes may be applicable to the information provided. RETURN THIS COMPLETED FORM TO YOUR COUNTY FSA OFFICE.			

The U.S. Department of Agriculture (USDA) prohibits discrimination against its customers, employees, and applicants for employment on the basis of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.) Persons with disabilities, who wish to file a program complaint, write to the address below or if you require alternative means of communication for program information (e.g., Braille, large print, audiotope, etc.) please contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). Individuals who are deaf, hard of hearing, or have speech disabilities and wish to file either an EEO or program complaint, please contact USDA through the Federal Relay Service at (800) 877-8339 or (800) 845-6136 (in Spanish).

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter by mail to U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov. USDA is an equal opportunity provider and employer.

☐ Original – County Office Copy

☐ Owner's Copy

☐ Operator's Copy

HUNTING LEASE

State of **Georgia**
County of **Emanuel**

THIS AGREEMENT, made this 1st day of **August, 2018** between **LFG HOLDINGS, LLC**, hereinafter called "Lessor," and **SHAWN HOOKS** of Emanuel County, Georgia, hereinafter called "Lessee," doing business as **PO MAN'S HUNTING CLUB**, of Emanuel County, Georgia.

WITNESSETH:

For and in consideration of the sum of **\$4,872.00 (four thousand eight hundred seventy-two dollars)** paid to Lessor, receipt of which is hereby acknowledged, Lessee, upon and subject to the terms, provisions, and conditions hereinafter set out and referred to, hereby leases from Lessor, only for hunting purposes for the period beginning **August 1, 2018** and ending at midnight on **August 1, 2019**, the following described property:

Six hundred and nine (609) acres, more or less, of Tract 1 of the estate lands of Mrs. Luck C. Mitchell Gambrell as shown on a plat of survey made by Frank J. Ford, Surveyor, dated October, 1958, and recorded in Plat Book 4, page 155. Said property is recorded in the Office of Clerk, Emanuel County Superior Court, in Deed Book FC, page 522. Georgia. Said property is designated by 2018 Emanuel County Tax Assessors Map # 032 004. A copy of an aerial photograph of said 605 acres is attached hereto as a part of this description. Leased area is outlined in yellow on the attached aerial photograph.

TERMS, PROVISIONS and CONDITIONS

1. Exercise of hunting rights and privileges and use of leased premises by Lessee, his agents, servants, employees and guests must comply with all applicable local, state, and federal laws including but not limited to game and wildlife laws.
2. Lessee, for himself and his agents, servants, employees and guests, will exercise due care to prevent, control, and eliminate forest fires and will not cause or permit damage or injury to fences, crops, trees or equipment, and will not commit or suffer or permit waste or damage or injury to leased premises, and will do not harrowing, plowing, cultivating, or other type of land renovation without prior written authority from Lessor. In the event that leased premises are damaged as a result of any acts of Lessee, said Lessee does hereby jointly and severally bind himself or themselves to compensate Lessor for such damage.

Please contact our office for a copy of the complete 7 page lease agreement.

EXECUTED TITLE LETTER

JERRY N. CADLE, P.C.

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

JERRY N. CADLE
jnc@cadlelawfirm.com

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

May 2, 2019

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

RE: LFG HOLDINGS, LLC

Dear Rusty,

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

All that tract or parcel of land lying, situate and being in the 53rd G.M. District of Emanuel County, Georgia, containing 596.56 acres, fronting on the Southeastern side of Halls Bridge Road (County Road #160) as shown on a plat of survey dated April 30, 2019, 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: Northwest by Halls Bridge Road (County Road #160); North by lands of Dann S. Cross, lands of Karrh Family Holdings, L.L.P. and lands of Catherine Holt Brignole and Jennifer Lynn H. Ciek; East by lands of Glenn Stevens and Carolyn Stevens, lands of Karrh Family Holdings, L.L.P., lands of Garland E. Thompson and Betty Jean Thompson, lands of Clarence A. Thompson, Sr. and Mildred U. Thompson, the run of Mill Creek being the line, lands of Jacqueline Yvonne Greer, the run of Mill Creek being the line, lands of Tonya Dawn Poppell and Ronald Graig, the run of Mill Creek being the line, lands of J. A. Youngblood Family, L.L.P., the run of Mill Creek being the line, and other lands of J. A. Youngblood Family, L.L.P.; Southeast by lands of J. A. Youngblood Family, L.L.P.; South by lands of Shawn P. Hooks and lands of Dann S. Cross; Southwest by lands of Shawn Hooks and Nature Conservancy/Boy Scouts of America and West by lands of Nature Conservancy/Boy Scouts of America, lands of Dann S. Cross and lands of State of Georgia.

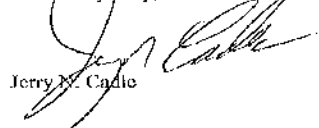
Said property is subject to an Application and Questionnaire for Current Use Assessment of Bona Fide Agricultural Property recorded August 29, 2017, which is recorded in the Office of Clerk, Emanuel Superior Court in Deed Book 452, pages 110-111.

Said property is the same as that conveyed by a Warranty Deed dated May 15, 2015 from Luck F. Gambrell Family Partnership, L.L.P. to LFG Holdings, LLC, which is recorded in the Office of Clerk, Emanuel Superior Court in Deed Book 418, pages 477-483.

Said property is designated by the 2019 Emanuel County Tax Assessors as Map and Parcel No. 032-004.

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:cmw

HALLS BRIDGE

Emanuel County, Georgia

PINE PLANTATION

596[±]
Acres

PROPERTY PHOTOS



Bidding Ends: June 13th, 2019



PROPERTY PHOTOS



REAL ESTATE TERMS & CONDITIONS

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.

Earnest Money: The successful bidders will tender \$100,000 as earnest money via wire transfer no later than 5:00pm on June 13th, 2019. - 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 on the following pages.

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.

Closings: All closing costs are paid by the buyer.

All real estate transactions will close on or before July 19, 2019.

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

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.

REAL ESTATE TERMS & CONDITIONS - CONTINUED

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.

DISCLAIMER –Property is being sold AS IS. We highly encourage an inspection of the property prior to bidding. Auctioneer can bid on behalf of seller. All properties are selling subject to seller confirmation. By bidding on the property all buyers are responsible for closing on the property. By bidding in the auction, you are acknowledging that you agree to the terms and conditions. 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. All property is selling as-is, where-is with all faults and is selling subject to easements, leases, restrictions, covenants, conditions, zoning and all other matters revealed be a current survey or an inspection of the property or contained in public records. It is the bidder's responsibility to determine the information contained herein is accurate. Each bidder must conduct and rely on their own inspection and investigation. All property is sold as it lies at the time of the auction. The auction company strictly represents the sellers. All inspections are the responsibility of the buyer.

SAMPLE BANK LETTER OF CREDIT



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

Date: ____6-1-2019 ____

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 Halls Bridge Auction on Thursday, June 13th, 2019.

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, June 13th, 2019.

BANK REPRESENTATIVE

TITLE

Email

Phone Number

REAL ESTATE SALES CONTRACT

AUCTION REAL ESTATE SALES CONTRACT JUNE 13TH, 2019

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 and being in **Emanuel County, Georgia**, being all or a portion of that property being commonly identified on Tax Map No. 032 004 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**," the portion or parcel to be purchased by Buyer being identified as follows:

Property Address: 596+/- acres – Halls Bridge Road, Swainsboro, GA

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 Number	OUTLINE OF FINANCIAL TERMS OF SALE	Property Number(s)
	Buyer's Premium (10%) \$	
	Purchase Price** \$	
	Earnest Money \$	
	Balance Due at Closing \$	

1. **Earnest Money:** **Purchaser** has paid to **Auctioneer** the sum of \$_____ as earnest money, which earnest money is to be promptly deposited 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.

REAL ESTATE SALES CONTRACT - CONTINUED

2. 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 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.
3. **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**.
4. **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.
5. **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.
6. **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.
7. **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.
8. 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.
9. **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.
10. 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.
11. 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 19th 2019**. **Seller** has the right to extend the closing 45 days, if needed.
3. All closings shall be conducted by: **Jerry Cadle PC, Swainsboro, GA**
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.
5. Possession of the **Property** shall be granted by **Seller** to **Purchaser** no later than the closing date, unless specifically stated herein.

REAL ESTATE SALES CONTRACT - CONTINUED

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 if necessary in order to cure title defects or liens that might be an impediment to closing.
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. As used herein, the term "surveyed acreage" means the total gross acreage of the Property without any deduction for any portion thereof located within the bounds of any roadways (except deeded roadways), easements or other rights-of-way, including, without limitation, electric transmission lines or other utility easements. In the event either party defaults under the terms of this Agreement, the defaulting party will be responsible for the survey expense. All boundary lines shown on auction material are estimated lines and are not exact property lines. Exact property lines shall be determined by survey.
11. **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!!**
12. The buyer agrees to continue the CUVA tax covenant and the CRP payments currently attached to the property.

PURCHASER_____
Signature: Purchaser_____
Print Purchaser's Name_____
Address_____
City, State, Zip_____
Cell Phone Number_____
Email Address**SELLER**_____
Signature: Seller_____
Print Seller's Name_____
Address_____
City, State, Zip_____
Cell Phone Number_____
Email Address

Please describe below how property will be purchased (cash, financed). If you plan to finance, give all information on financial institution:

_____ Financed _____

Signature: SOUTH AUCTION AND REALTY

AUCTIONEER – GAL 3022/Real Estate License 279973

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

