



Arrowhead Creek

**251±
Acres**

Scotland, Georgia
Wheeler County

Online Land Auction



Excellent Hunting Property | Wildlife
Little Ocmulgee River Frontage

Bidding Ends: February 6th, 2020

912.531.7007 | www.SouthAuction.com



Arrowhead Creek

Scotland, Georgia
Wheeler County

251[±] Acres



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

Hello,

South Auction and Realty is proud to offer Arrowhead Creek in Wheeler County, GA. This property is the ideal hunting and recreational property. Featuring over 1 mile of frontage on the Little Ocmulgee River, this tract is loaded with wildlife and several duck ponds.

This property is now being offered to the public via online auction. The bidding will take place at www.southauctiongroup.com and conclude on Feb. 6th. If you have interest in this property, we encourage you to arrange a private tour.

Please review this packet and call or email me with any questions.

Sincerely,

Joe Lanier
Auction Manager
912.531.7007
joe@southauctiongroup.com



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Arrowhead Creek

Scotland, Georgia
Wheeler County

251± Acres

- Over 1 mile of frontage on the Little Ocmulgee River
- Excellent wildlife population
- Great for deer, turkey, and duck hunting
- Creek running through property
- Multiple food plots and ponds
- Man made duck pond
- Located just outside Scotland, GA
- Approx. 80 miles from Macon and Tifton, GA
- Property is under a conservation easement that limits development and timber harvest. (See details on website)



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LOCATION MAP





Arrowhead Creek

Scotland, Georgia
Wheeler County

**251±
Acres**

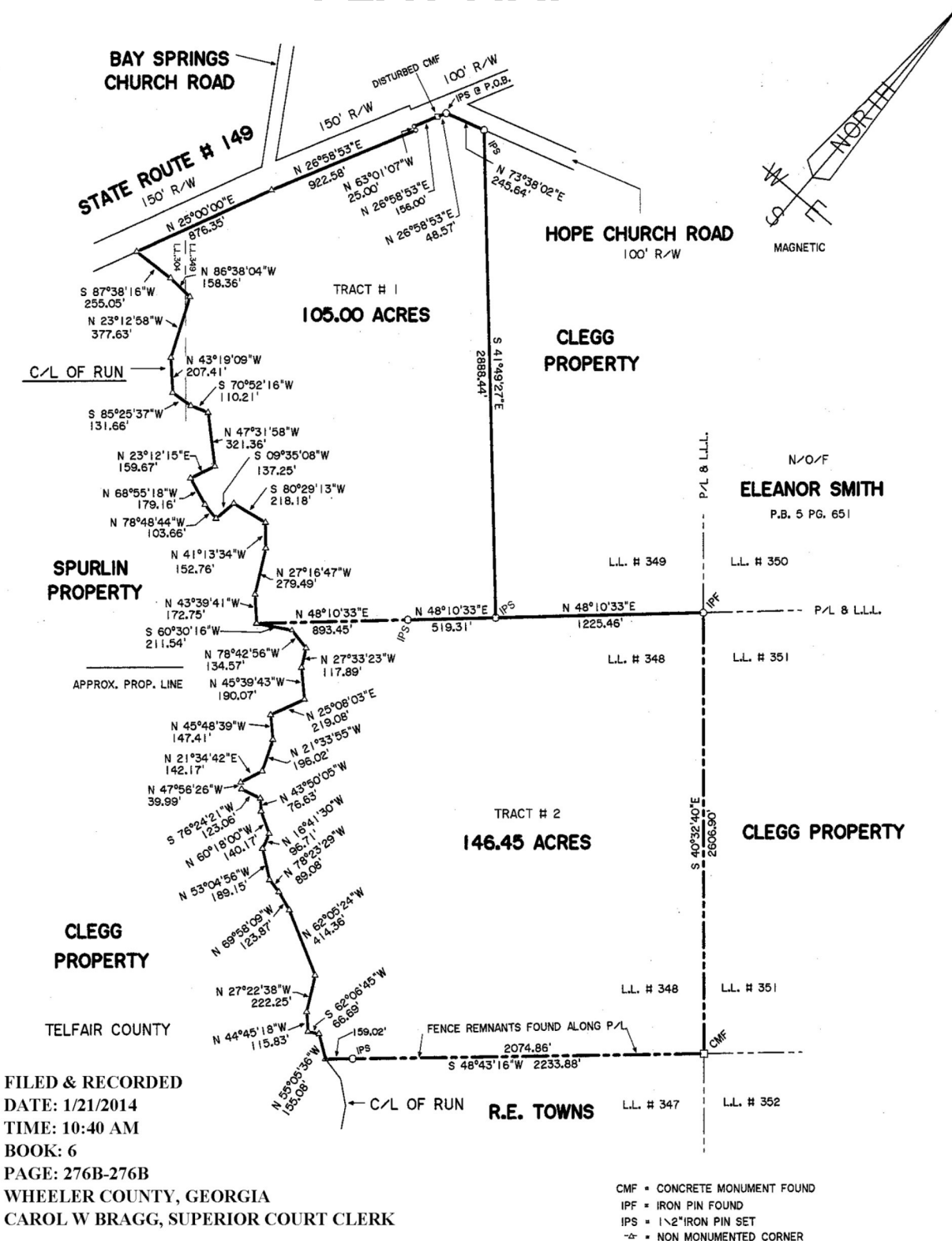
PROPERTY AERIAL MAP



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PLAT MAP

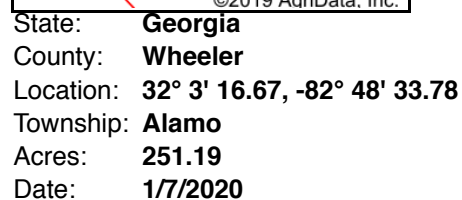
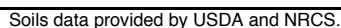




Scotland, Georgia Wheeler County

251[±] Acres

SOILS MAP



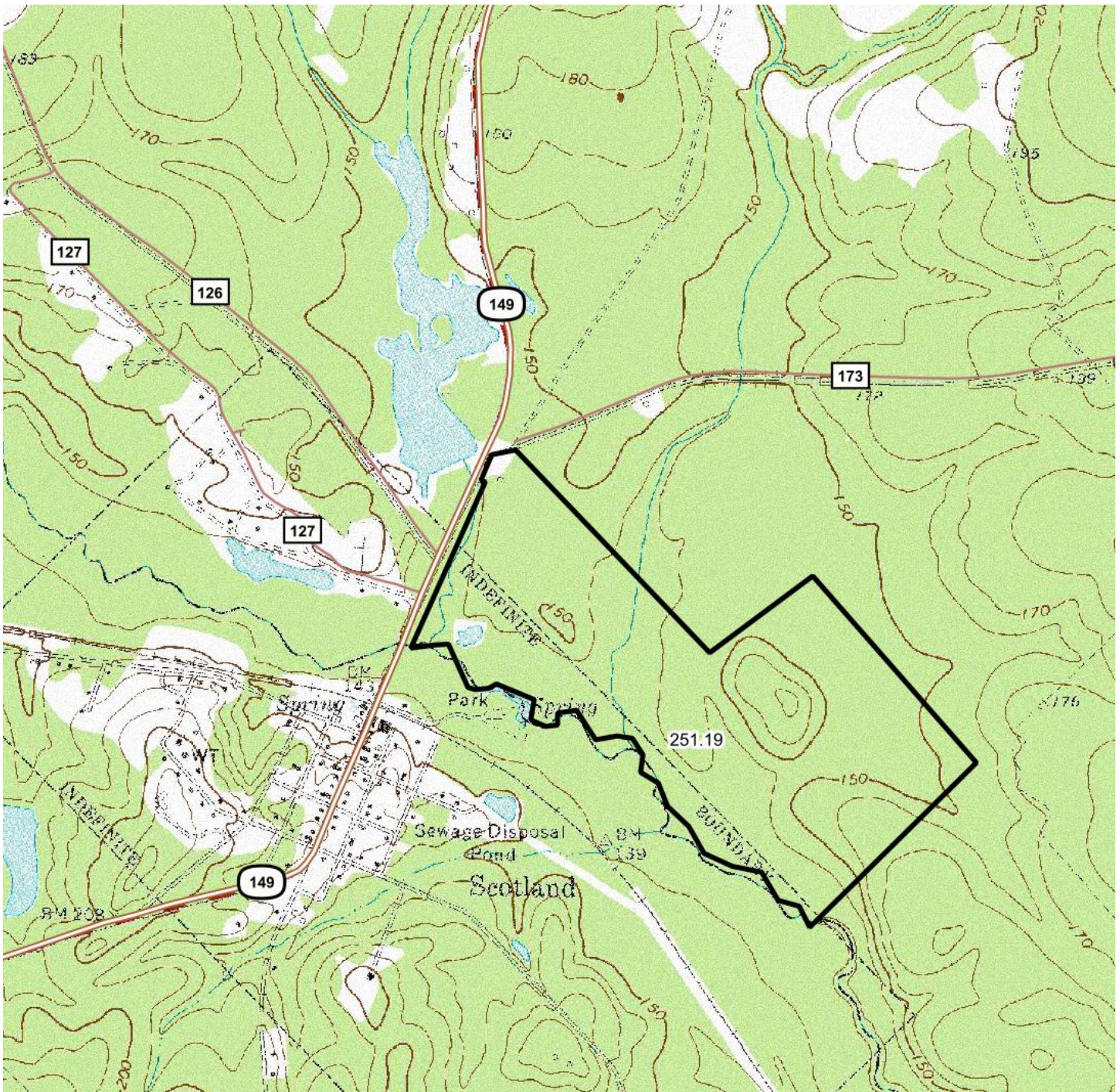
Maps Provided By:

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Bidding Ends: February 6th, 2020



TOPOGRAPHY MAP





Arrowhead Creek

Scotland, Georgia
Wheeler County

**251±
Acres**

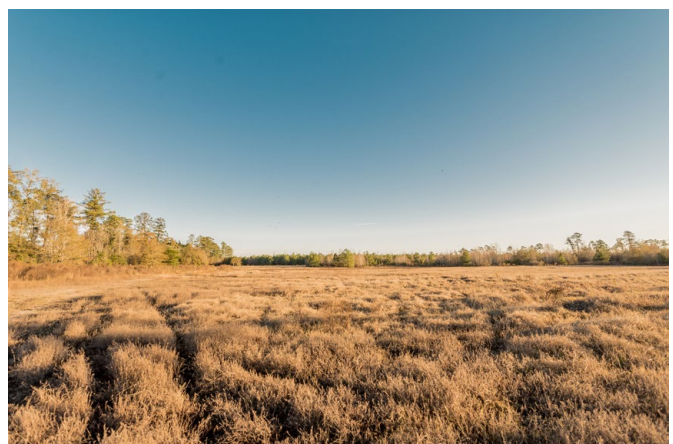
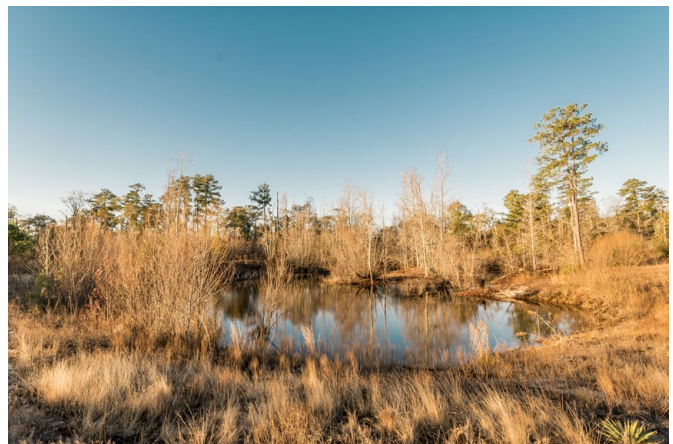
PROPERTY PHOTOS



Bidding Ends: February 6th, 2020



PROPERTY PHOTOS





Arrowhead Creek

Scotland, Georgia
Wheeler County

251±
Acres

TERMS & CONDITIONS

Questions about auction or Terms and Conditions?

Call Brent Stephens 706-442-5513 - Rusty Lane 478-455-1861 – Joe Lanier 912-531-7007

Real Estate Auction Terms and 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.

The successful bidder on Arrowhead Creek, will mail \$10,000 as earnest money at the conclusion of the auction. All winning bidder will be required to sign a real estate auction 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.

***All REGISTERED BIDDERS will be charged \$1.00 to authorize their credit card upon registering for the auction. This \$1.00 is just a hold and it will be refunded onto your card. ***

***South Auction and Realty Inc. reserves the right to ask any registered bidder for a bank letter of credit prior to or during the bidding period. The bidders account may be suspended or turned off if the bank letter of credit is not received. South Auction and Realty may ask for the bank letter of credit on a per bidder and/or per property basis. ***

South Auction & Realty Inc. shall have the permission and authority to charge 10% (with a cap of \$5,000.00) of the high bid on a specific property to the credit cards of any active bidders on that specific property. This will only apply to bidders who are participating on the last day of the auction. This is a way of verifying the card will process the mandatory fee that is due from all high bidders. If you are not a high bidder on the last day we will credit the fee back to your credit card after the conclusion of the auction

The winning bidders credit card will be charged 10% of their high bid at the end of the auction for each property in which they are the winning bidder on. This initial charge will be capped at \$5,000.00 per property. BUT the 10% buyer's premium will still be applied to the high bid. There is no cap on the buyer's premium.
Example – High bid - \$20,000 - Credit Card will be charged \$2,000.00 (10% of high bid)
High bid - \$40,000 – Credit Card will be charged \$4,000.00 (10% of high bid)
High bid - \$100,000 – Credit Card will be charged \$5,000.00 (cap charge) This charge WILL NOT be refunded if the high bidder does not close on the property.

This charge will then be credited back the buyers credit card once their earnest money check has been received. South Auction and Realty Inc. will not be able to access or view any personal information and/or credit card information of any registered bidder. All transactions are handled through a third-party processor. If you have done business with us before we may elect to wave this automatic charge.
Please call Brent Stephens (706-442-5513) for more details.

Contract and deposit must be mailed within 24 hours to:
South Auction and Realty
PO Box 134
Swainsboro, GA 30401

Bidding Ends: February 6th, 2020



TERMS & CONDITIONS - CONTINUED

Broker Participation:

(2%)..... (of SAR commission), is available to registered brokers if approved by SAR. SAR will NOT pay a commission to a broker who is representing themselves or an immediate family member. Broker Participation form is available at southauction.com

Closings:

All closing costs and survey costs(if a survey is needed) are paid by the buyer.

All real estate transactions will close on or before March 13th, 2020. If a survey is required. The property will close within 14 days of the survey completion.

Jerry Cadle PC, Swainsboro, GA will close the property.

Special Stipulations

1. No personal property is included with any property in the auction.
2. ALL ACREAGE REFERENCED IN BROCHURE, ON SIGNS, AND ONLINE ARE ESTIMATED ACRES.
3. SOUTH AUCTION AND REALTY INC. NOR THE SELLER GUARANTEES THAT EACH AUCTION SIGN IS ACCURATELY PLACED ON THE PROPERTY BEING SOLD.
4. ALL SELLERS HAVE THE RIGHT TO ACCEPT OR DECLINE ANY HIGH BID. ALL BUYERS WILL BE NOTIFIED WITHIN 3 BUSINESS DAYS IF THEIR BID IS ACCEPTED.
5. PLEASE CONTACT THE AUCTION COMPANY BEFORE INSPECTING THE PROPERTY. ALL INSPECTIONS ARE AT YOUR OWN RISK.
6. 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.
7. SOUTH AUCTION AND REALTY INC. has the right to extend the ending date of any auction or property.
8. Any personal internet connection failures during the auction are the responsibility of the bidder. The auction will continue as normal and the item will be sold.
9. The auction company shall not be held responsible for any "missed" bids or bids unseen by the auctioneer. The bids are received immediately when they are entered. If you have a question pertaining to your bid, please contact the auction company.
10. ALL SALES ARE FINAL.
11. 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 when the auction time has expired.
12. The auction company reserves the right to refuse service to any person.
13. 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.
14. This auction has an EXTENDED BIDDING feature. This simply means, if there is a bid placed on any property within the last 5 minutes of the auction that will trigger the extended bidding feature on ALL properties. . The bidding on ALL properties will remain open until the bidding is quiet for 5 minutes on all properties. Please call with questions.



Arrowhead Creek

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Wheeler County

251[±]
Acres

TERMS & CONDITIONS - CONTINUED

15. South Auction and Realty Inc. makes no guarantee that any of the properties are suitable for septic tanks or wells. Or that any property has water or septic tank available. The BUYER must conduct their own examination/inspection of any property prior to bidding.

16. South Auction and Realty Inc. makes no guarantee of the number of bedrooms, baths, or half baths on any property. The BUYER must conduct their own examination of the property prior to bidding.

17. Properties will be transfer to the buyer via limited warranty deed.

18. Arrowhead Creek is in under a conservation easement that limits development and timber harvest.

Please see info on our website for details.

***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.

Bidding Ends: February 6th, 2020



REAL ESTATE SALES CONTRACT

Feb. 6th, 2020

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 Wheeler County, Georgia, being all or a portion of that property being commonly identified on Tax Map No. 0007 001B and 0007 039, 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: 251+/- acres - HWY 149, Scotland, GA

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

2. **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.



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.

SALES CONTRACT - CONTINUED

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 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 Limited 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 **March th, 2020**. **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.



Arrowhead Creek

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Wheeler County

251[±]
Acres

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 THE ESTIMATED ACREAGE.**

SPECIAL NOTE - Property is under a conservation easement that limits development and timber harvest.

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:

Signature: SOUTH AUCTION AND REALTY

AUCTIONEER – GAL 3022/Real Estate License 279973

Bidding Ends: February 6th, 2020



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