

163± Acres | Prime Hunting Property & Cabin

BUCKHAVEN
Screven County Ga



Bidding Ends: October 31st, 2019

478.455.1861 | www.SouthAuction.com



BUCKHAVEN

Screven County Ga

163[±] Acres



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

Hello,

South Auction and Realty is proud to offer Buckhaven in Screven County, GA. This property is an absolute outdoor and hunting enthusiasts dream come true. There has been no detail ignored in the design of this entire tract, the cabin, and facilities. The current owners have enjoyed this property with their family for over a decade, but the time has come for them to sell and begin a new chapter in life. They have countless memories here at Buckhaven of socializing around the campfire and hunting trophy whitetail.

This property is now being offered to the public via online auction. The bidding will take place at www.southauctiongroup.com and conclude on Oct. 31st. If you have interest in this property, we encourage you to attend an open house or arrange a private tour. Please review this packet and call or email me with any questions.

Sincerely,

Rusty Lane
Owner, South Auction and Realty
478-455-1861
rusty@southauctiongroup.com



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BUCKHAVEN
Screven County Ga

163[±]
Acres



- Mature planted timber
- Abundant wildlife
- 8 established food plots
- 6 acre dove field with power line
- 4 custom tower stands / 4 deer feeders
- Great interior roads

9000 Newington Highway, Sylvania, GA



Bidding Ends: October 31st, 2019



HUNTING LODGE



- 625 sq ft 2 bed / 1 bath cabin with fireplace, full kitchen, all appliances and furniture included
- 576 sq ft screened porch with wood stove and fully furnished
- 13'x36' enclosed porch
- 16'x12' 1 bedroom bunk house fully furnished
- 10' x 8' wash room with wash/dryer and half bath
- 24' x 40' equipment shed
- 8' x 40' container with concrete floor
- Well/Septic
- Satellite TV & Wifi

OPEN HOUSE

Sat, October 26th • 9am-12noon
Tues, October 29th • 3pm-5pm

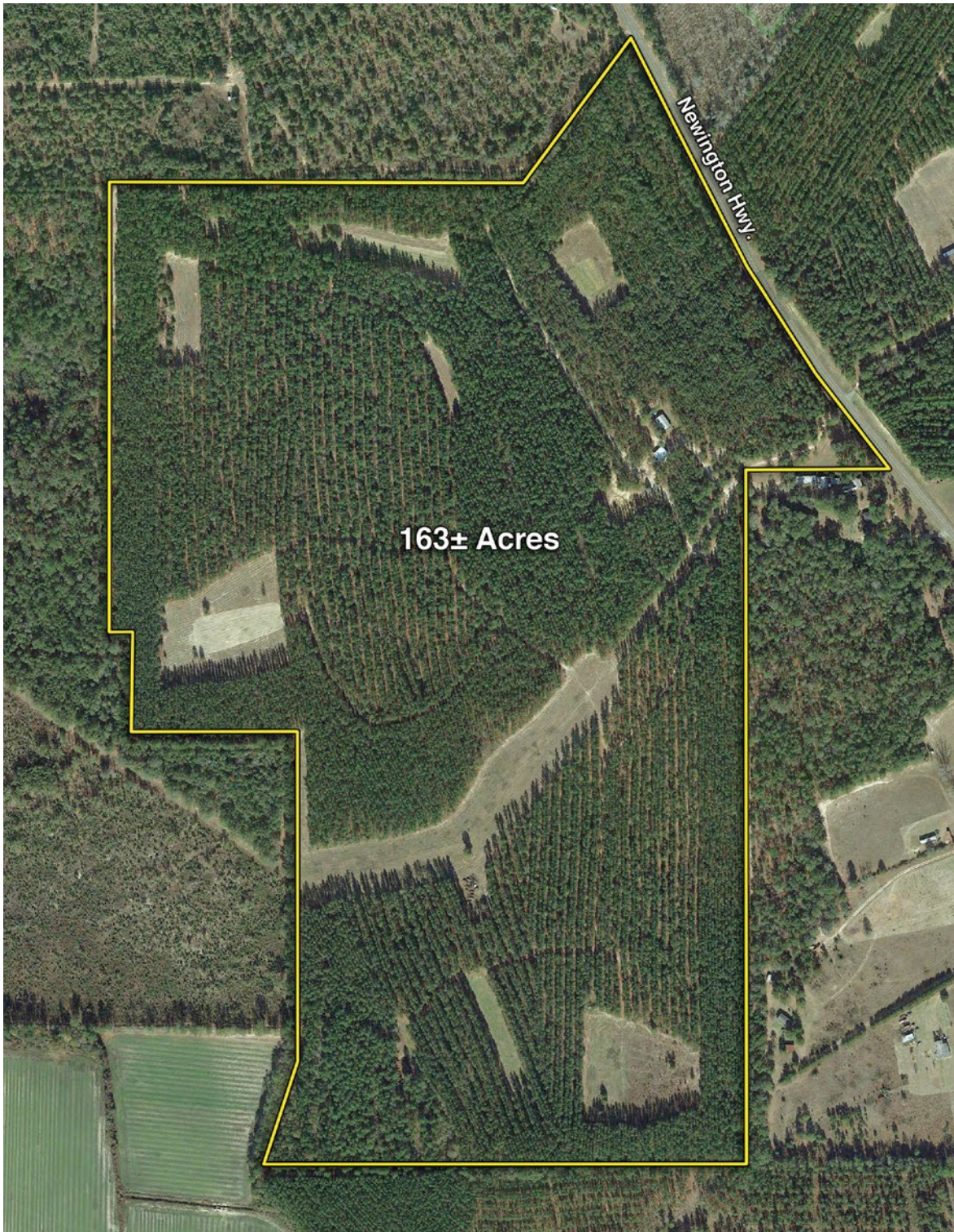




BUCKHAVEN
Screven County Ga

**163±
Acres**

PROPERTY AERIAL MAP

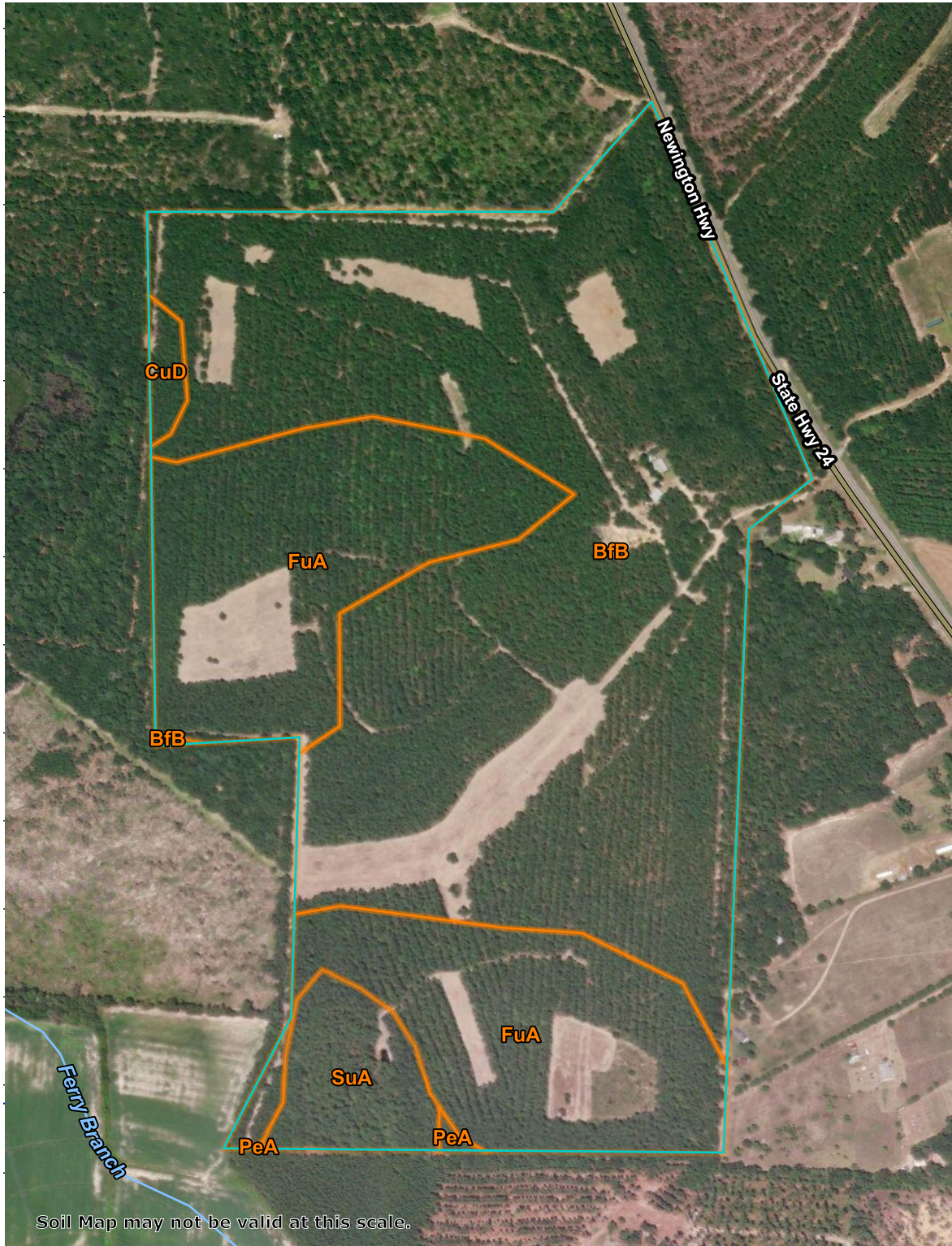




BUCKHAVEN
Screven County Ga

**163[±]
Acres**

PROPERTY SOIL INFORMATION



PROPERTY SOIL LEGEND

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
BfB	Blanton-Foxworth complex, 0 to 5 percent slopes	105.4	64.2%
CuD	Cowarts-Uchee-Blanton complex, 8 to 12 percent slopes	1.4	0.8%
FuA	Fuquay loamy sand, 0 to 2 percent slopes	50.2	30.5%
PeA	Pelham loamy sand, 0 to 2 percent slopes	0.3	0.2%
SuA	Surrency mucky sand, 0 to 1 percent slopes, frequently flooded	7.1	4.3%
Totals for Area of Interest		164.2	100.0%

MAP LEGEND

Area of Interest (AOI)		 Spoil Area
 Area of Interest (AOI)		 Stony Spot
Soils		 Very Stony Spot
 Soil Map Unit Polygons		 Wet Spot
 Soil Map Unit Lines		 Other
 Soil Map Unit Points		 Special Line Features
Special Point Features		Water Features
 Blowout		 Streams and Canals
 Borrow Pit		Transportation
 Clay Spot		 Rails
 Closed Depression		 Interstate Highways
 Gravel Pit		 US Routes
 Gravelly Spot		 Major Roads
 Landfill		 Local Roads
 Lava Flow		Background
 Marsh or swamp		 Aerial Photography
 Mine or Quarry		
 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 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

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: Screven County, Georgia
Survey Area Data: Version 8, Sep 10, 2018

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

Date(s) aerial images were photographed: Aug 21, 2014—Sep 8, 2017

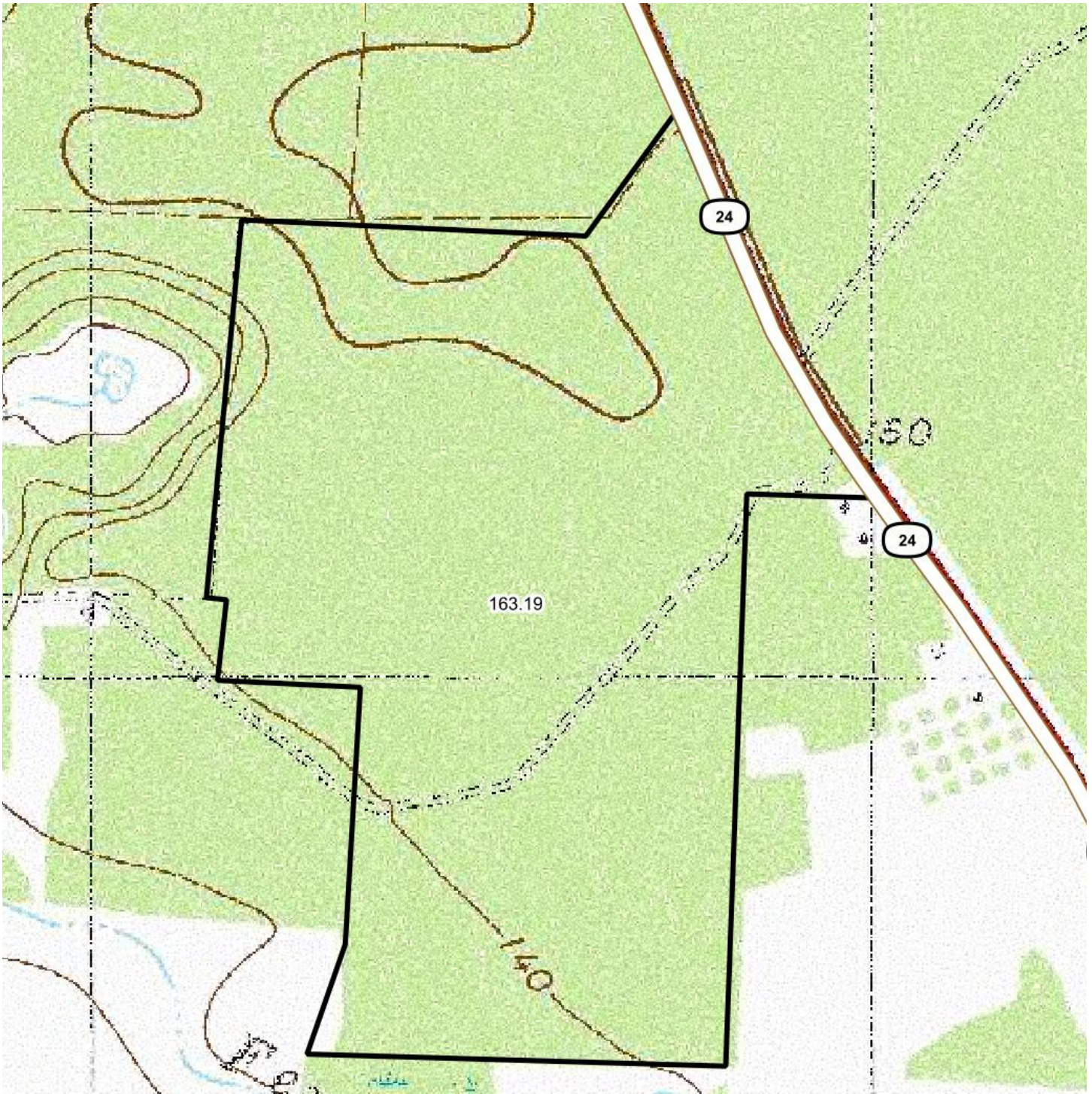
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.



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**163[±]
Acres**

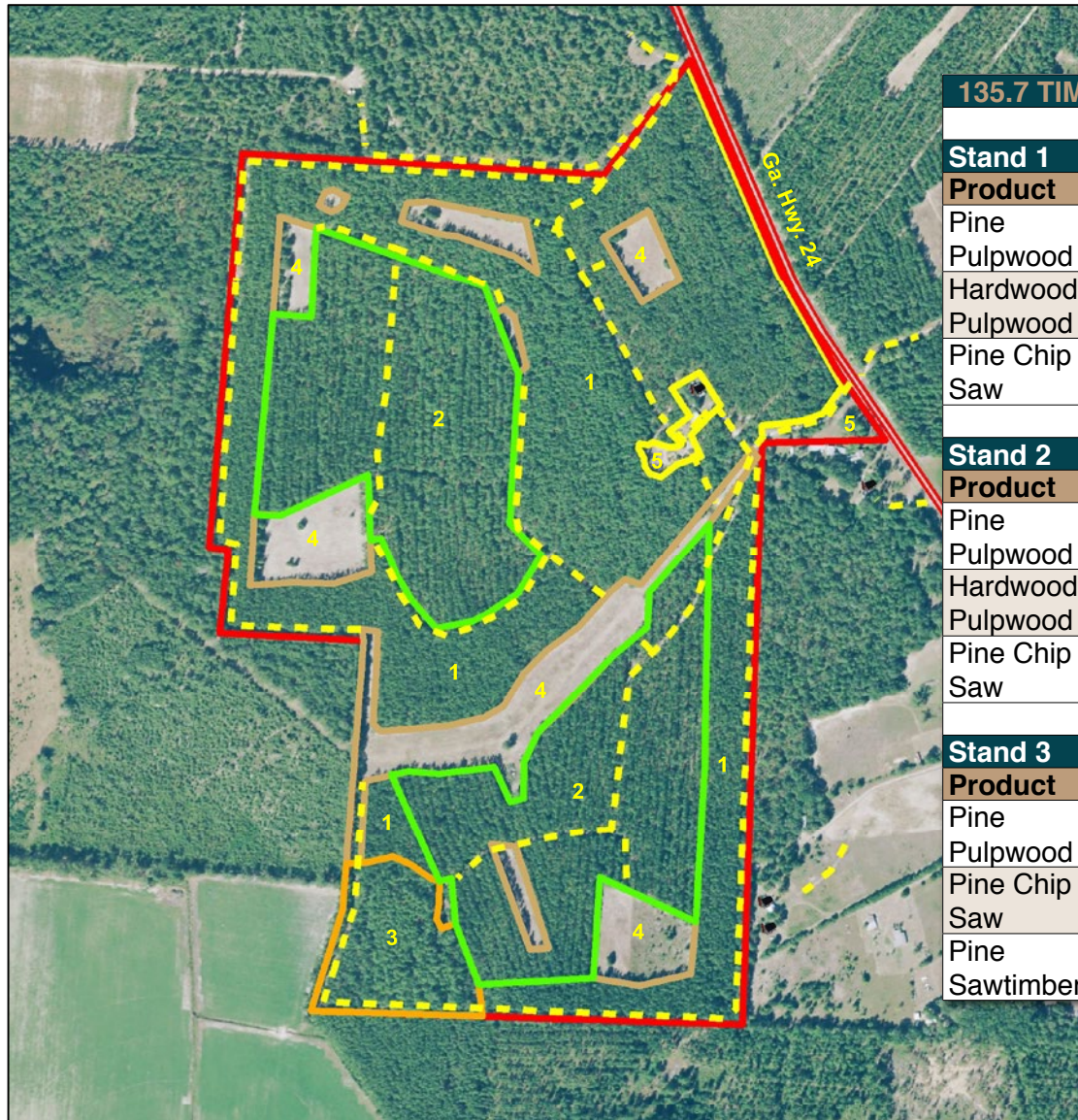
TOPOGRAPHY MAP



Bidding Ends: October 31st, 2019



PROPERTY TIMBER VOLUME



135.7 TIMBERED ACRES

Stand 1	74.2 Acres
Product	Tons
Pine	
Pulpwood	4677
Hardwood	
Pulpwood	26
Pine Chip & Saw	176

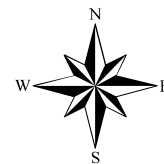
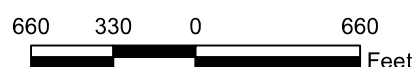
Stand 2	54.2 Acres
Product	Tons
Pine	
Pulpwood	2934
Hardwood	
Pulpwood	7
Pine Chip & Saw	369

Stand 3	7.3 Acres
Product	Tons
Pine	
Pulpwood	357
Pine Chip & Saw	31
Pine Sawtimber	183

Legend

- PP 2
- Natural Timber
- Food Plot
- Non-Forested
- Farm Rd.
- Building

Stand	Timber Type	Acres
1	Planted Pine 1	74.2
2	Planted Pine 2	54.2
3	Natural Timber	7.3
4	Food Plots	21.3
5	Cabin/Equip Shed	3.1
	Roads	3.8
	Total:	163.9



MTMS, Inc.
1586 Hwy. 192 South
Twin City, GA 30471
478/763-3961



BUCKHAVEN
Screven County Ga

**163[±]
Acres**

CUVA TAX COVENANT

FILED FOR RECORD
BOOK 485
PAGE 513-514

2018 APR 19 P 1:23

JANIS B. REDDICK
CLERK OF COURT
SCREVEN COUNTY GA

PT263A Rev. 2/15

APPLICATION AND QUESTIONNAIRE FOR CURRENT USE ASSESSMENT OF BONA FIDE AGRICULTURAL PROPERTY

To the Board of Tax Assessors of Screven County: In accordance with the provisions of O.C.G.A. § 48-5-7.4, I submit this application and the completed questionnaire on the back of this application for consideration of current use assessment on the property described herein. Along with this application, I am submitting the fee of the Clerk of Superior Court for recording such application if approved.

Name of owner (individual(s), family owned farm entity, trust, estate, non-profit conservation organization or club) – The name of each individual and the percentage interest of each must be listed on the back of this application. For special rules concerning Family Farm Entities and the maximum amount of property that may be entered into a covenant, please consult the County Board of Tax Assessors

M C RAHN INC

Owner's mailing address P O BOX 437		City, State, Zip RINCON, GA 31326	Number of acres included in this application. Agricultural Land: <u>2.05</u> Timber Land: <u>1161.86</u> Covenant Acres 163.91 Total Acres 163.91
Property location (Street, Route, Hwy, etc.) 0 NEWINGTON HWY		City, State, Zip of Property:	

District	Land Lot	Sublot & Block	Recorded Deed Book/Page 396 320	List types of storage and processing buildings: <u>cabin, bldgs</u>
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I, the undersigned, do hereby solemnly swear, covenant and agree that all the information obtained above, as well as the information provided on the questionnaire, is true and correct to the best of my knowledge and that the above described property is under the ownership and land use provisions of O.C.G.A. § 48-5-7.4. I further swear that I am authorized to sign this application on behalf of the owner(s) making application and that I have shown the percentage interest for each of the individuals having an ownership right to this property on the back of this application form. I am also aware that certain penalty provisions are applicable if this covenant is breached.

Signature of Taxpayer or Taxpayer's Authorized Representative [Signature] Date Application Filed 4-2-18

Signature of Taxpayer or Taxpayer's Authorized Representative [Signature] Sworn to and subscribed before me this 2 day of April 2018
(Please have additional taxpayers sign on reverse side of application) Notary Public

If denied, Georgia law O.C.G.A. § 48-5-7.4 provides that the applicant may appeal in the same manner as other property appeals are made pursuant to O.C.G.A. § 48-5-311.

FOR TAX ASSESSORS USE ONLY

MAP & PARCEL NUMBER 163 003A	TAX DISTRICT 01	TAXPAYER ACCOUNT NUMBER 11261	YEAR COVENANT: Begin: Jan 1, 2018 Ends: Dec 31, 2027
If transferred from Preferential Agricultural Assessment, provide date of transfer:	If applicable, covenant is a renewal for tax year: Begin: Jan 1, ____ Ends: Dec 31, ____ Pursuant to O.C.G.A. § 48-5-7.4(d) a taxpayer may enter into a renewal contract in the 9th year of a covenant period so that the contract is continued without a lapse for an additional 10 years.		If applicable, covenant is a continuation for tax year: Begin: Jan 1, ____ Ends: Dec 31, ____ If continuing a covenant where part of the property has been transferred, list Original Covenant Map and Parcel Number: ____

Approved: [Signature] Date: 4-18-18
Board of Tax Assessors Date: 4-18-18

Denied: ____ Date: ____ If denied, the County Board of Tax Assessors shall issue a notice to the taxpayer in the same manner as all other notices are issued pursuant to O.C.G.A. Section 48-5-308.

CUVA TAX COVENANT

CURRENT USE ASSESSMENT QUESTIONNAIRE – PT283A 163 003A				
ALL APPLICANTS, other than single titled owners, must list below each individual's name that owns a beneficial interest in the property described in this application, the percentage interest of each, the relationship of each (if the applicant is a family farm entity), and all other information applicable to this application.				
Each Person's Name having any beneficial interest in the property described in this application. (If this form does not contain sufficient lines to list all owners, please attach list providing all information requested for each individual.)	Relationship (complete only if application is for a family farm entity)	Percent interest owned in property in this application only	Counties where you own interest in property under other covenants and total acres in other conservation use covenants	Each owner's percent interest owned and number of acres owned by each under other covenants
Name / Relationship			County	Total Acres
			Ma	

Check Appropriate Ownership Type:

☒ One or more natural or naturalized citizens.

☐ An estate of which the devisees or heirs are one or more natural or naturalized citizens.

☐ A trust of which the beneficiaries are one or more natural or naturalized citizens.

☐ A family owned farm entity (e.g., a family corporation, family partnership, family general partnership, family limited partnership, family limited corporation or family limited liability company. Percent (%) of gross income from bona fide conservation uses. _____ (including earnings on investments directly related to past or future bona fide conservation uses, within this state within the year immediately preceding the year in which eligibility is sought (include supporting tax records); provided, however, that in the case of a newly formed family farm entity, an estimate of the income of such entity may be used to determine its eligibility (include supporting estimate records.)

☐ Nonprofit conservation organization designated as a 501(c)(3) organization under the Internal Revenue Code. (Provide copy of IRS determination letter/charter with application.)

☐ Bona fide club organized for pleasure, recreation, and other non-profitable purposes pursuant to Section 501(c)(7) of the Internal Revenue Code. (Provide copy of IRS determination letter/charter with application.)

Check All Bona fide uses that apply and the percentage use, as they relate to the property described in this application.

☐ Raising, harvesting, or storing crops % _____

☐ Feeding, breeding, or managing livestock or poultry % _____

☐ Producing plants, trees, fowl, or animals (including the production of fish or wildlife) % _____

☐ Wildlife habitat of not less than ten (10) acres of wildlife habitat (either in its natural state or under management; no form of commercial fishing or fish production shall be considered a type of agriculture); % _____ (see board of tax assessors for appropriate documentation in accordance with O.C.G.A. Section 48-5-7.4(b)(2))

☒ Production of aquaculture, horticulture, floriculture, forestry, dairy, livestock, poultry, and apian products % 85

☐ Other _____

☐ Yes ☒ No Is this property or any portion thereof, currently being leased? (If yes, list the name of the person or entity and briefly explain how the property is being used by the lessee, as well as the percentage of the property leased.)

☐ Yes ☒ No Are there other real property improvements located on this property other than the storage and processing buildings listed on the front of this application? If yes, briefly list and describe these real property improvements.

☐ Yes ☒ No Are there any restrictive covenants currently affecting the property described in this application? If yes, please explain.

☐ Yes ☒ No Are there any deed restrictions on this property? If yes, please list the restrictions.

☒ Yes ☐ No Does the current zoning on this property allow agricultural use? If no, please explain.

☐ Yes ☒ No Is there any type business operated on this property? If yes please indicate business name & type of business.

• If this application is for property that is less than 10 acres in size, a taxpayer must submit additional relevant records providing proof of bona fide agricultural use.
 • Although not required, the applicant(s) for a property having more than 10 acres may wish to provide additional information to assist the board of assessors in making their determination. This information may include:
 (1) Plans or programs for the production of agricultural and timber products, (2) Evidence of participation in a government subsidy program for crops or timber, (3) Receipts that substantiate a bona fide conservation use, such as receipts for feed, equipment, etc. (4) Income tax records, such as copies of a previously filed Federal Schedule F or the appropriate entity return (e.g., Federal Form 1065, 1120, etc.)
 • The Board of Tax Assessors can only deny an application if the use of the property does not meet the definition of bona fide agricultural property or if the ownership of the property is not in compliance with O.C.G.A. § 48-5-7.4.

APPLICATION FOR RELEASE OF CURRENT USE ASSESSMENT OF BONA FIDE AGRICULTURAL PROPERTY

I, the owner of the above described property, having satisfied all applicable taxes and penalties associated with the covenant above, do hereby file this application for release of current use assessment with the county board of tax assessors. Pursuant to O.C.G.A. § 48-5-7.4(w), no fee is required for the clerk of superior court to file and index this release in the real property records of the clerk's office.

Sworn to and subscribed before me
 This ___ day of _____, _____

Taxpayer's Authorized Signature _____ Approved by: Board of Tax Assessors _____

Notary Public _____ Date Filed _____ Date Approved _____



BUCKHAVEN
Screven County Ga

163[±]
Acres

PROPERTY PHOTOS



Bidding Ends: October 31st, 2019



PROPERTY PHOTOS





BUCKHAVEN
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Acres

PROPERTY PHOTOS



Bidding Ends: October 31st, 2019



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.

The winning bidder will mail \$10,000 as earnest money when the auction is over. The winning bidder will also be required to sign a real estate auction contract for the property. The winning 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. ***

The winning bidders credit card will be charged \$5,000.00 at the close of the auction. 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

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:

The property will close on or before Nov. 29th, 2019.

Attorney - Warren Ratchford PC, Springfield, GA - (912) 754-7800, will close the property.



BUCKHAVEN
Screven County Ga

163[±]
Acres

REAL ESTATE TERMS & CONDITIONS - CONTINUED

Special Stipulations:

1. All acreage referenced in brochure, on signs, and online are estimated acres.
2. The cabin is selling furnished, with exception of deer mounts, skeet machines, and two long picnic tables.
3. All equipment is for sale and is NOT included in the auction. Contact Rusty Lane for details 478-455-1861
4. South Auction and Realty, INC. Nor the seller guarantees that each auction sign is accurately placed on the property being sold.
5. 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.
6. Please contact the auction company before inspecting the property. All inspections are at your own risk.
7. 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.
8. South Auction and Realty, INC. has the right to extend the ending date of any auction or property.
9. 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.
10. 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.
11. All sales are final.
12. 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.
13. The auction company reserves the right to refuse service to any person.
14. 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.
15. This auction has an EXTENDED BIDDING feature. This simply means, if there is a bid placed on the property within the last 5 minutes of the auction that will trigger the extended bidding feature. The bidding will remain open until the bidding is quiet for 5 minutes. The bidding will continue to extend as long as bids are being placed. Please call with questions.
16. South Auction and Realty Inc. makes no guarantee that any properties are suitable for septic tanks or wells. The BUYER must conduct their own examination/inspection of any property prior to bidding.
17. Special Note: Buckhaven is in the CUVA tax program until 12-31-2027. The buyer shall agree to continue this tax program upon purchase.

***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.

REAL ESTATE SALES CONTRACT

AUCTION REAL ESTATE SALES CONTRACT October 31st, 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 Screven County, Georgia, being all or a portion of that property being commonly identified on Tax Map No. 163 003A, 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: 9000 Newington Highway, Sylvania, GA - 163+/- acres

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.



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163[±]
Acres

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

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 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 **Nov. 29th, 2019**. **Seller** has the right to extend the closing 45 days, if needed.
3. All closings shall be conducted by: **Warren Ratchford PC, Springfield, GA - (912) 754-7800**
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.



BUCKHAVEN
Screven County Ga

163[±]
Acres

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. **ADDITIONAL SPECIAL STIPULATIONS:** The property is in the CUVA tax program until 12-31-2027. The buyer shall agree to continue this tax program upon purchase.

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: October 31st, 2019



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

