

Nashville, Georgia



Berrien County

3605 Ten Mile Bay Road, Nashville, GA

Bidding Ends: October 22nd



ONLINE AUCTION
PROPERTY INFORMATION PACKET



**SOUTH
AUCTION**

Derry Bennett, Auction Manager

229-561-0480

www.SouthAuction.com

**2,266[±]
Acres**

BIG BAY RETREAT

Nashville, Georgia • Berrien County



**SOUTH
AUCTION**

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

South Auction is excited to offer Big Bay Retreat. Located in central Berrien County, GA. Big Bay Retreat is a very unique unspoiled property. So unique that 1,924 acres of this property has been placed in an easement with the Wetlands Reserve Program through the United States Department of Agriculture. This easement ensures the perpetual natural state of a vast bay area that the locals call Ten Mile Bay.

342 acres of this property is excluded from the above mentioned easement and can be more freely managed. Another unique feature of this property is Ten Mile Creek. This beautiful black water creek meanders for over 1 mile through Big Bay Retreat offering amazing fishing and hunting opportunities.

The following pages include additional information that you will find useful. I would love to personally meet you and show you this great property. I will be on site on Sunday afternoon October 11th and all day on Saturday October 17th. If you plan to visit us at the open house you **MUST** call in advance to schedule an appointment.

If those dates do not work for you please call me anytime on my cell to schedule a tour 229-561-0480.....Derry Bennett



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

Sincerely,

Derry Bennett
Auction Manager
229-561-0480
derrybennett@gmail.com



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INSPECTION DATES:

Sunday, October 11th • 2pm - 5pm

Saturday, October 17th • 8am - 5pm

Derry Bennett will be available for property tours. If you plan to visit us at the open house you **MUST** call in advance to schedule an appointment.



**2,266[±]
Acres**

BIG BAY RETREAT

Nashville, Georgia • Berrien County

BIG BAY RETREAT

- Unlimited hunting and recreation possibilities
- 4 bed / 2 bath bunk house w/ kitchen
- 40 x 80 metal building with living quarters
- 2 ponds
- Planted pines and partially fenced pastures
- Over 1 mile of frontage on Ten Mile Creek
- Paved & dirt road access
- 7 miles from Nashville, GA
- 20+/- miles from I-75

3605 Ten Mile Bay Road, Nashville, GA



INSPECTION DATES:

Sunday, October 11th • 2pm - 5pm

Saturday, October 17th • 8am - 5pm

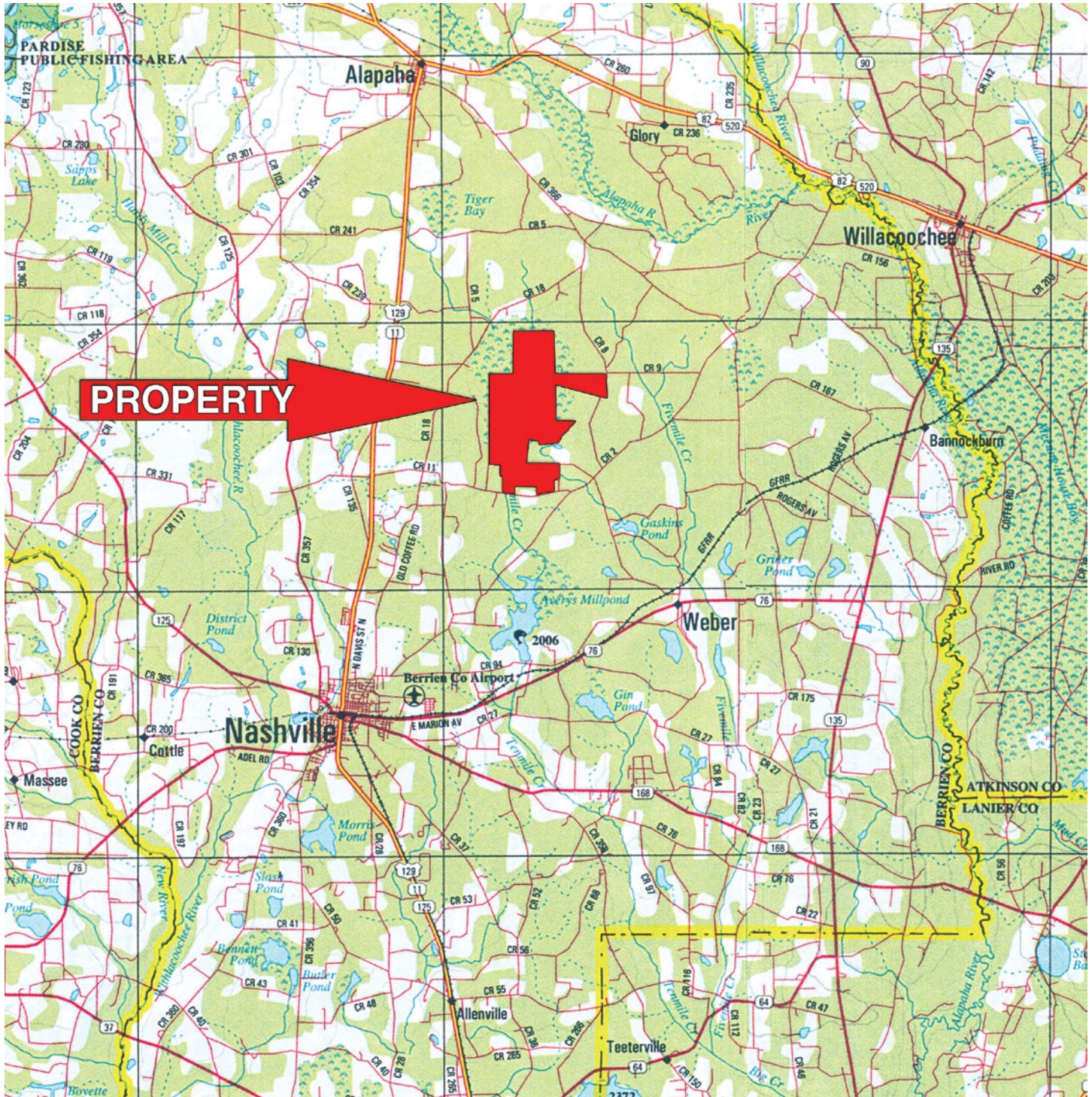
Derry Bennett will be available
for property tours.

Bidding Ends October 22nd



**SOUTH
AUCTION**

LOCATION MAP

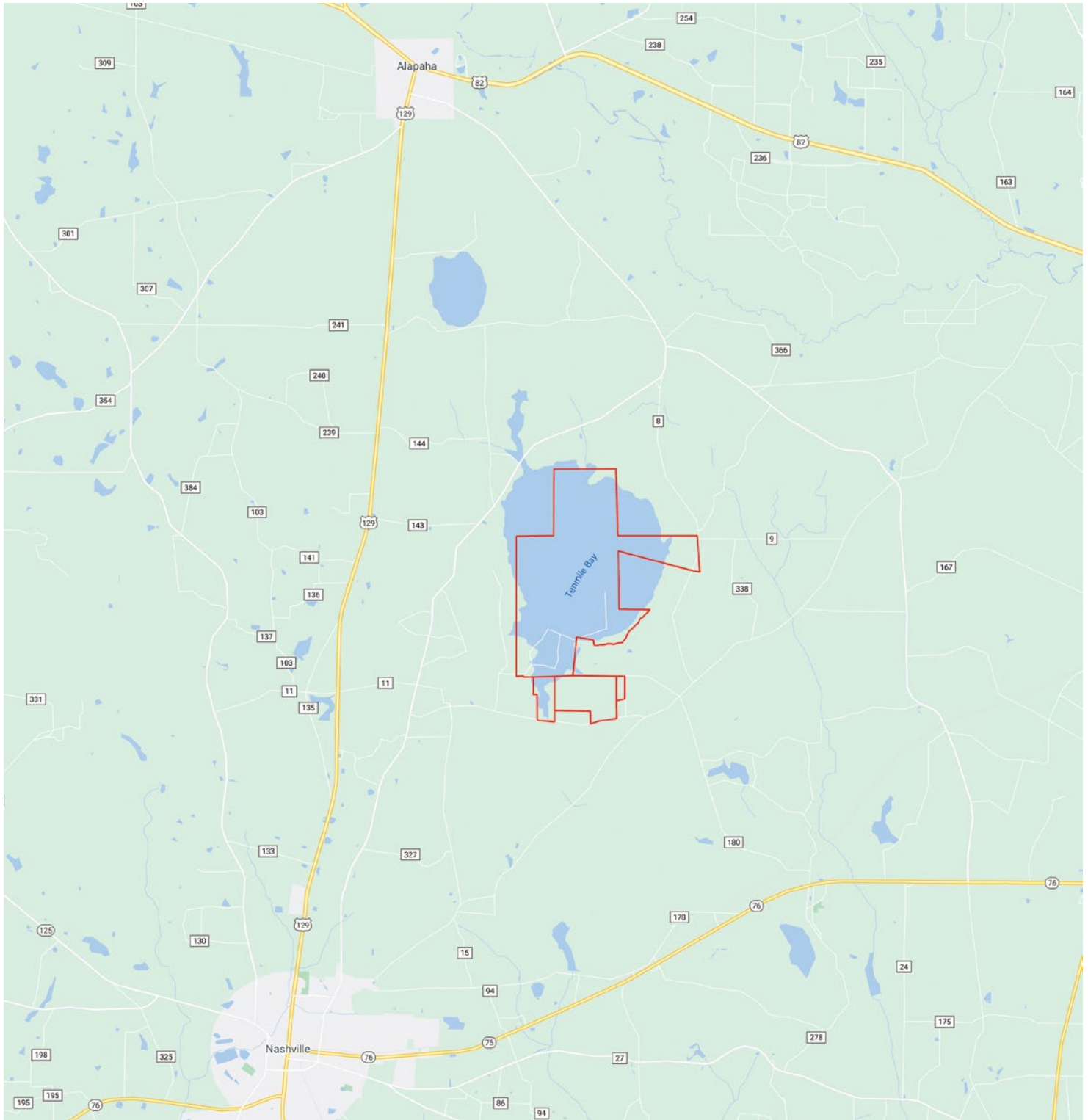


2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

LOCATION MAP



Bidding Ends October 22nd

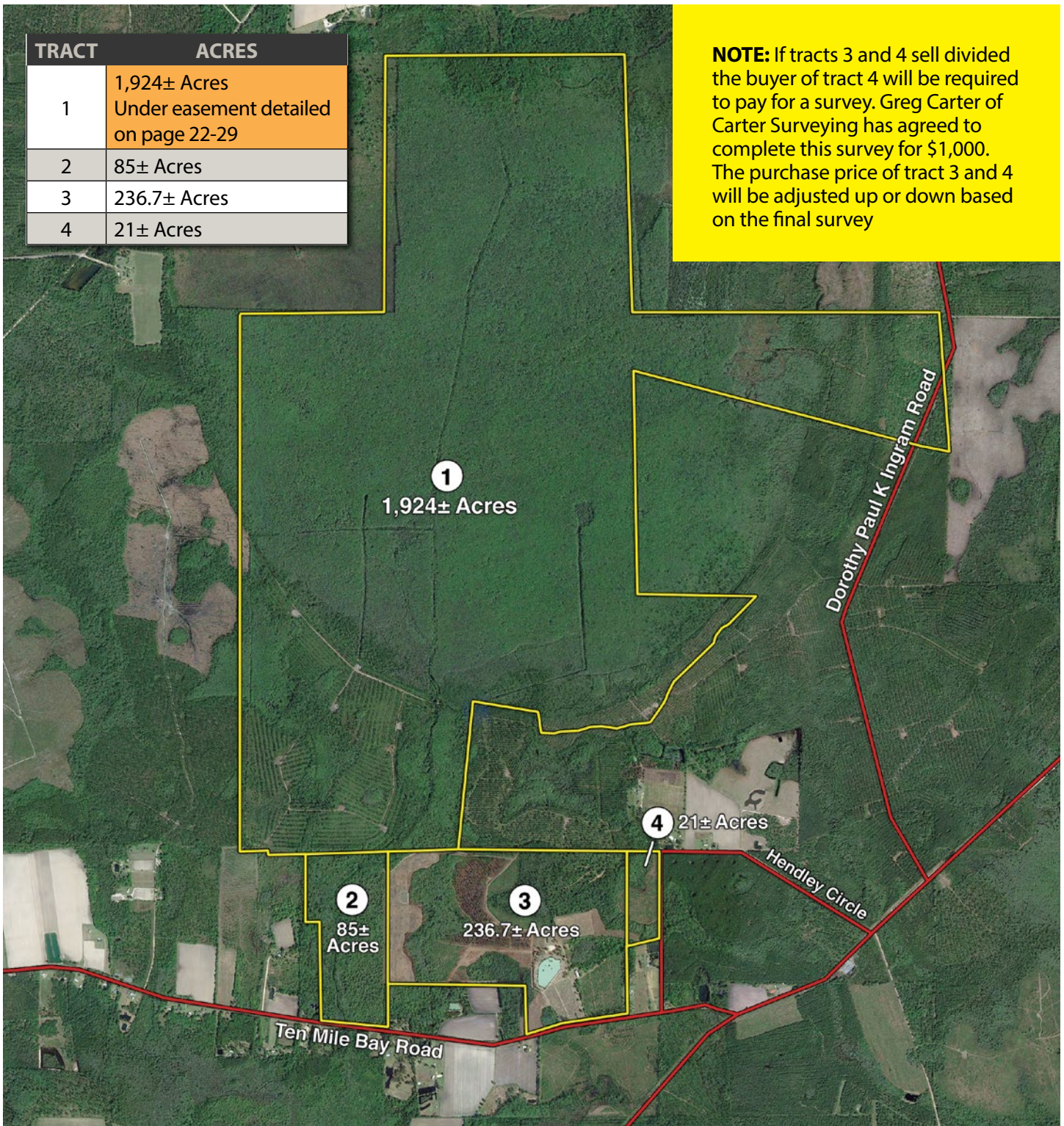


SOUTH AUCTION

PROPERTY AERIAL MAP

TRACT	ACRES
1	1,924± Acres Under easement detailed on page 22-29
2	85± Acres
3	236.7± Acres
4	21± Acres

NOTE: If tracts 3 and 4 sell divided the buyer of tract 4 will be required to pay for a survey. Greg Carter of Carter Surveying has agreed to complete this survey for \$1,000. The purchase price of tract 3 and 4 will be adjusted up or down based on the final survey

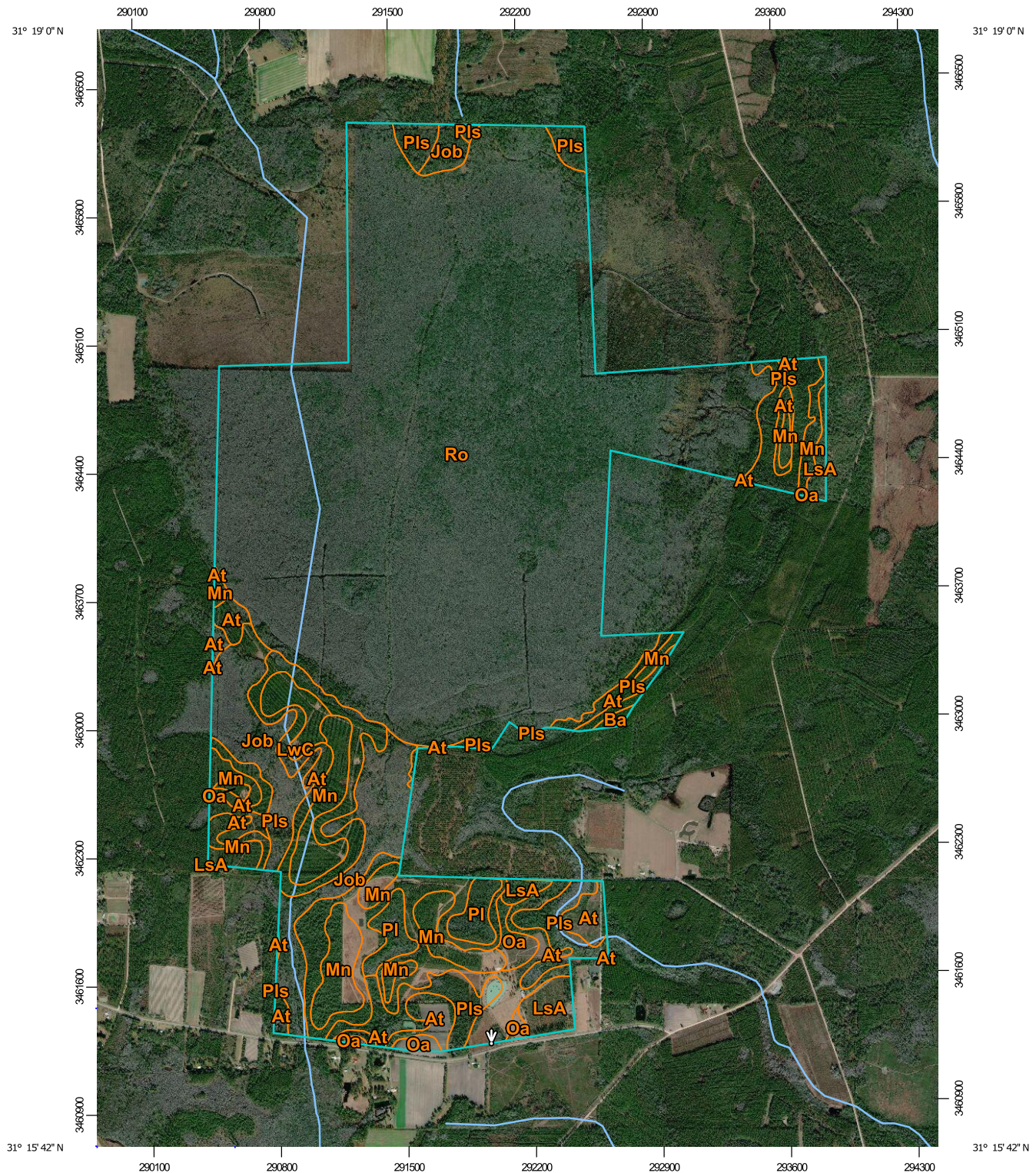


2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

SOILS MAP



SOILS MAP LEGEND

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
At	Alapaha loamy sand	253.8	11.0%
Ba	Barth sand	2.8	0.1%
Job	Johnston-Osier-Bibb association	159.8	6.9%
LsA	Leefield loamy sand, 0 to 3 percent slopes	33.0	1.4%
LwC	Lakeland sand, 2 to 8 percent slopes	19.8	0.9%
Mn	Mascotte sand, 0 to 2 percent slopes	133.2	5.8%
Oa	Olustee sand	22.1	1.0%
Pl	Pelham loamy sand, 0 to 2 percent slopes, frequently flooded	31.6	1.4%
Pls	Pelham loamy sand, low terrace	146.9	6.4%
Ro	Rutlege loamy sand	1,505.8	65.2%
Totals for Area of Interest		2,308.8	100.0%

MAP LEGEND

Area of Interest (AOI)

 Area of Interest (AOI)

Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

Water Features

 Streams and Canals

Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

Background

 Aerial Photography

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: Berrien and Lanier Counties, Georgia
Survey Area Data: Version 10, Sep 16, 2019

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

Date(s) aerial images were photographed: Apr 16, 2011—Dec 12, 2017

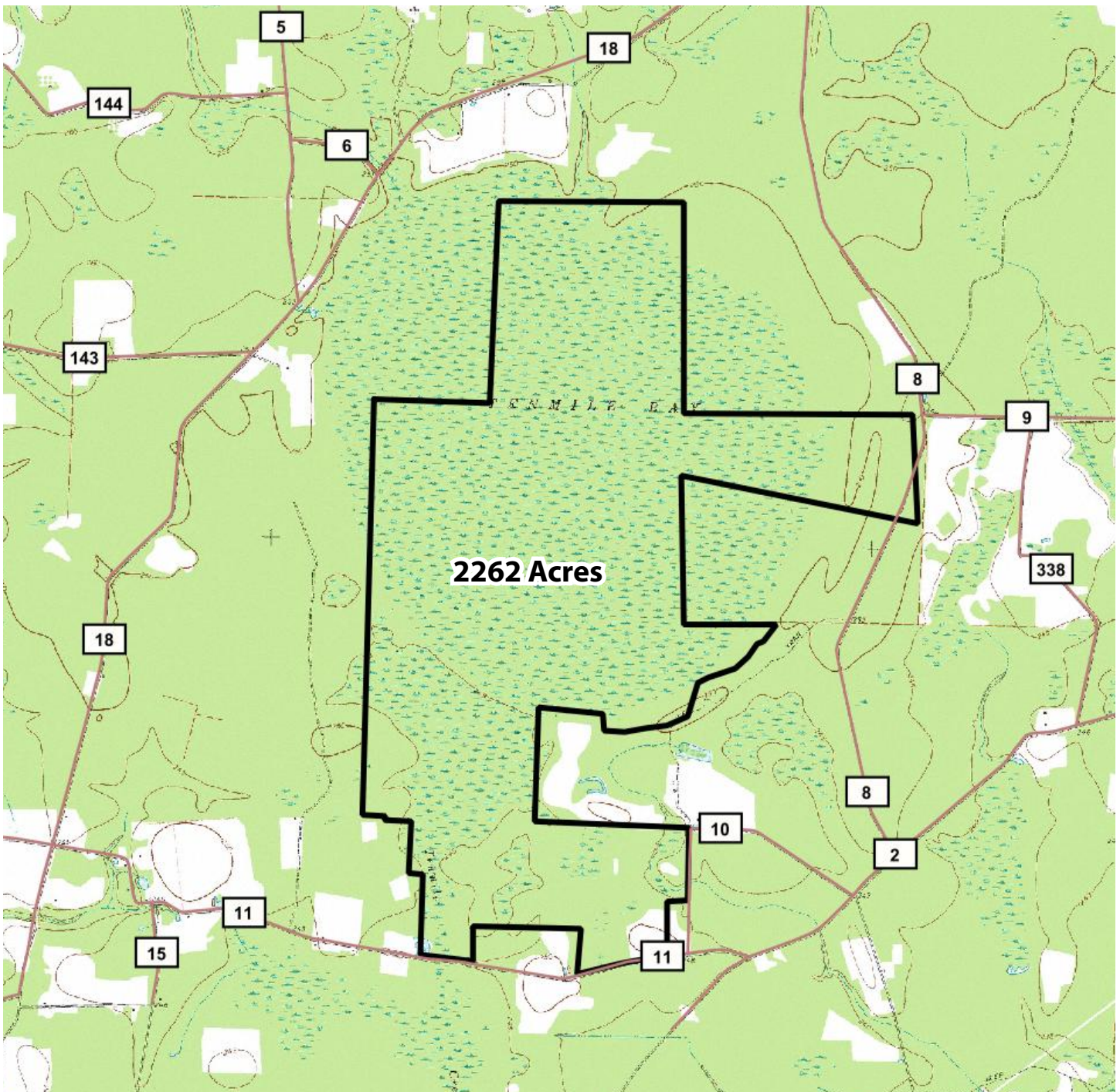
The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

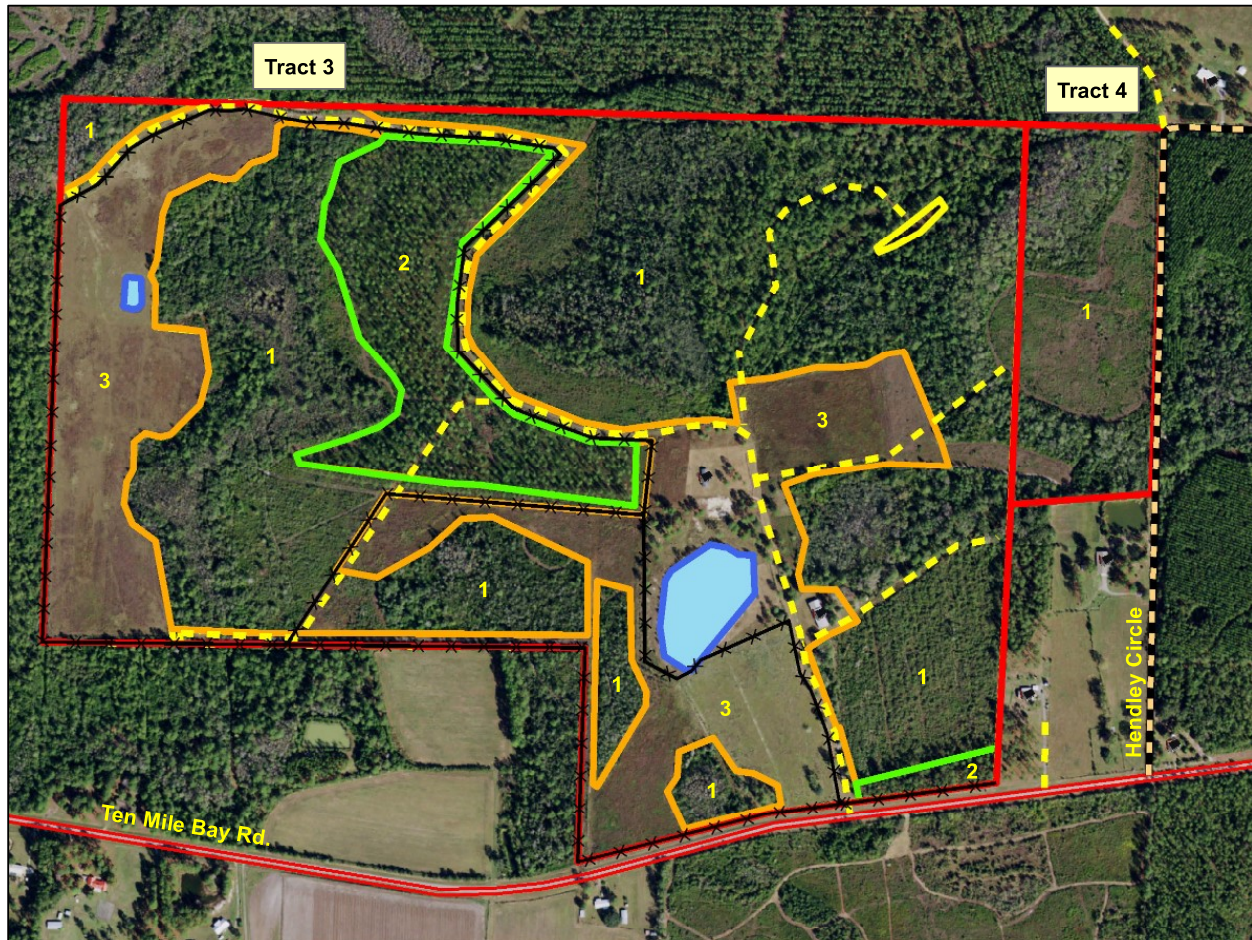
TOPOGRAPHY MAP



Bidding Ends October 22nd



TIMBER MAP

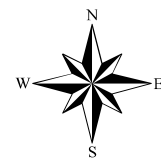


Legend

- Natural Timber
- Planted Slash '95
- Non-Forested
- Pond
- Fence
- Farm Road
- Building

Tract 3		
Stand	Timber Type	Acres
1	Natural Timber	137.4
2	Planted Slash '95	23.6
3	Non-Forested	71.7
	Pond	3.4
	Total:	236.1

Tract 4		
Stand	Timber Type	Acres
1	Natural Timber	21.0
	Total:	21.0



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

2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

PROPERTY PHOTOS



Bidding Ends October 22nd



**SOUTH
AUCTION**

PROPERTY PHOTOS



2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

PROPERTY PHOTOS



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GC-Z4Gb2

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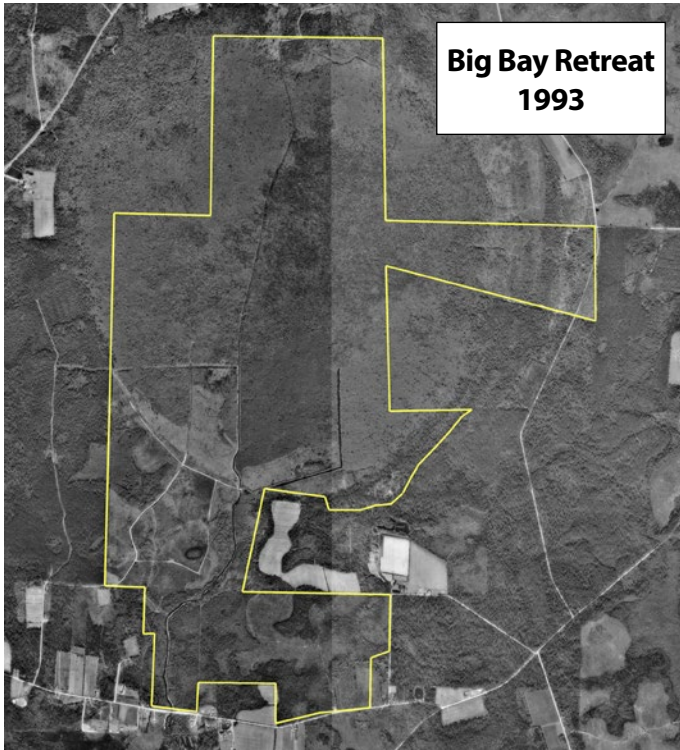
09/20/2020 03:56:33

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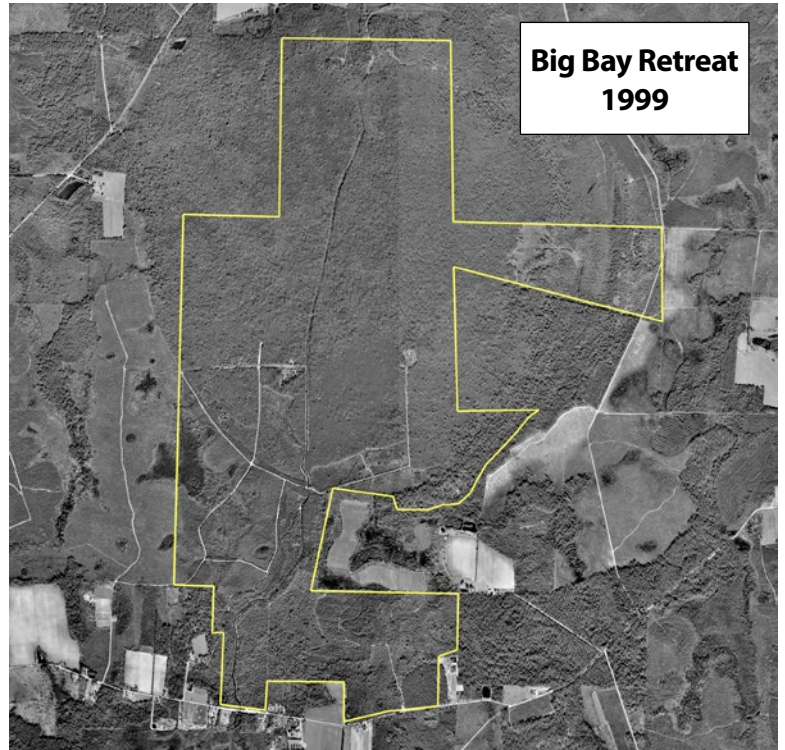
Bidding Ends October 22nd



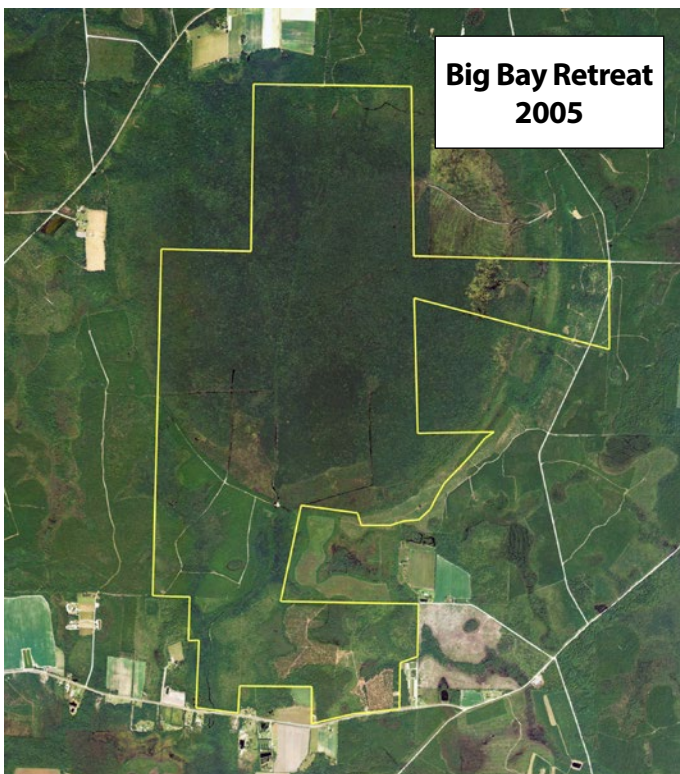
HISTORICAL IMAGERY



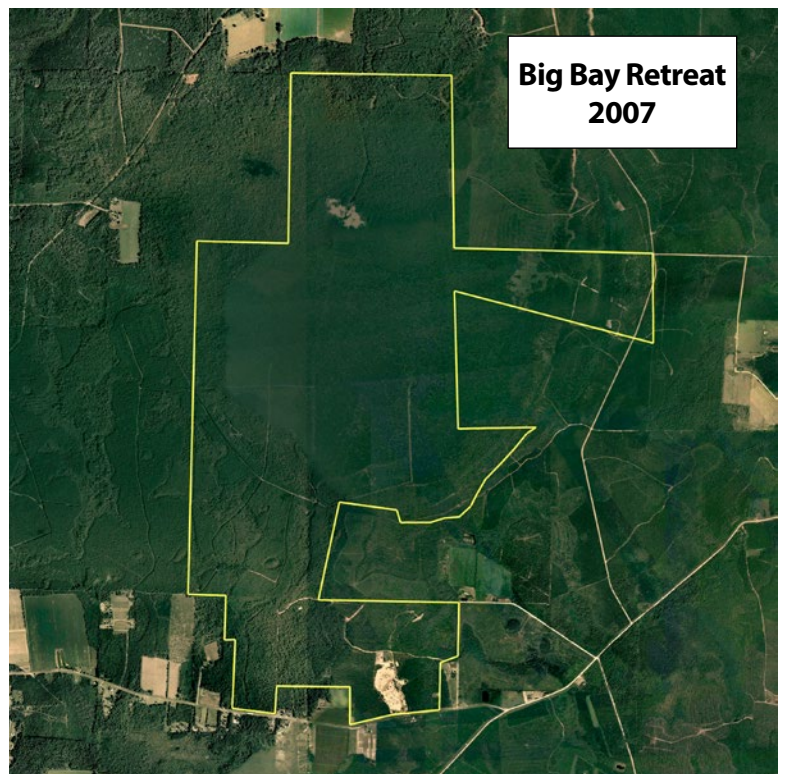
**Big Bay Retreat
1993**



**Big Bay Retreat
1999**



**Big Bay Retreat
2005**



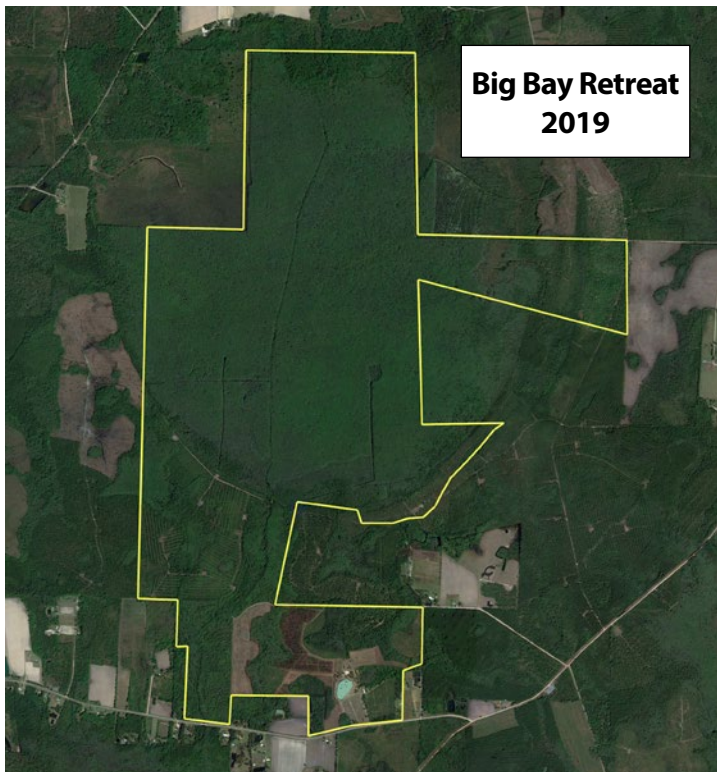
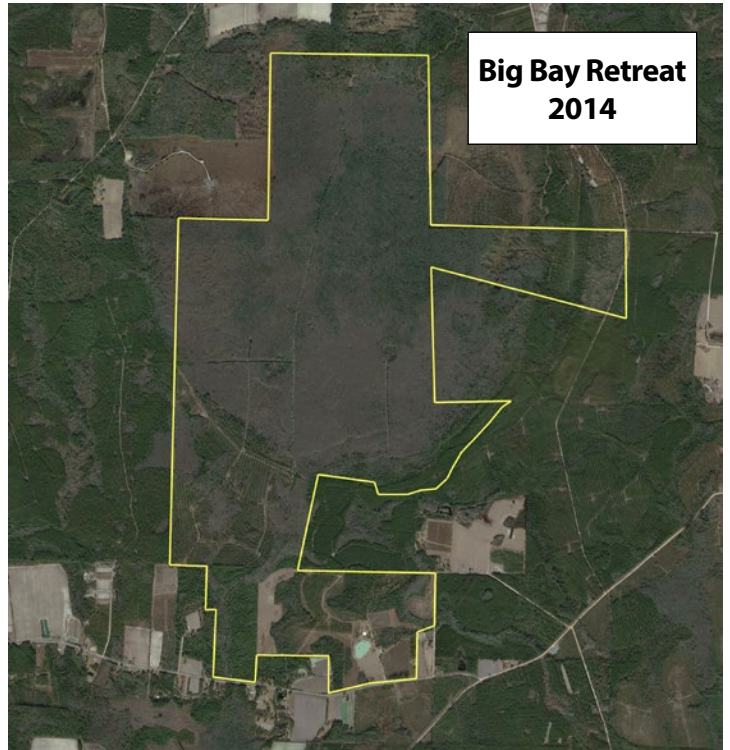
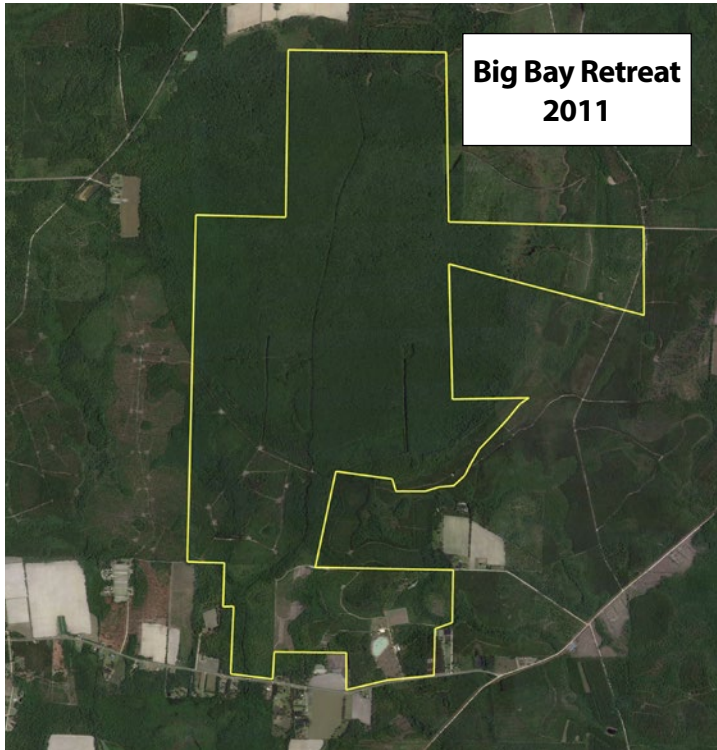
**Big Bay Retreat
2007**

2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

HISTORICAL IMAGERY





LEGAL DESCRIPTIONS

Tract 3&4: All that tract or parcel of land situate, lying and being 257.13 acres, more or less, and being designated as Tract 1 in Land Lot No. 84, 10th Land District, Berrien County, Georgia, and being more particularly described according to that certain map or plat of survey prepared by Hogan Surveying Company, Inc., Georgia Registered Land Surveyors, dated June 24, 2004 entitled "Plat of Survey for Arthur Adams Houston and Lowery Houston May" recorded in Plat Cabinet 2, Slide F36-D in the Office of the Clerk of Superior Court of Berrien County, Georgia, to which map or plat of survey reference is hereby made for all purposes in aid of description.

The above tract being the same property conveyed by Warranty Deed dated December 29, 2005 from Adam Houston to Nine Mine, LLC recorded on January 6, 2006 in Deed Book 543, Page 346, Berrien County, Georgia deed records. Said property is further designated as Map/Parcel 069 1 003 according to the Berrien County Board of Tax Assessors records.

Tract 1: All that tract or parcel of land situate, lying and being in the 10th Land District, Berrien County, Georgia, and being more particularly described as follows: Being all of Land Lot 9, bounded now or formerly as follows: on the west by lands of Geraldine Hendley Rowe, Glenda Fay R. Braswell and Nenell Hendley McWhorter, on the north by lands of Brenda R. Paulk and Container Corporation of America, on the east by lands of Dorothy P. Ingram and Bob Reinhardt, Trustees, and on the south by other lands described herein.

All of Land Lot 38, bounded now or formerly as follows: on the south, west, north and northeast by other lands described herein, and on the southeast by lands of The Langdale Company, Inc.

The east half of Land Lot 39, bounded now or formerly as follows: on the east and south by other lands described herein, on the west by lands of Container Corporation of America, and on the north by lands of Geraldine Hendley Rowe.

2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

LEGAL DESCRIPTIONS CONTINUED

Tract 1 Continuation

The east half of Land Lot 54, bounded now or formerly as follows: on the south by lands of J. T. Gurney, Jr., Charles and Peggy Rowe and Mark W. Luke, on the west by lands of Container Corporation of America, and on the north and east by other lands described herein.

The northern portion of Land Lot 37, bounded now or formerly as follows: on the west by other lands described herein, and on the north by lands of Dorothy P. Ingram and Bob Reinhardt, Trustees, on the east by Ga-Pacific, Inc., and on the south by lands of The Langdale Company.

Part of Land Lot 56, being part of said lot lying on the northwest side of line known as the Ten Mile Bay Line, bounded now or formerly as follows: on the west by other lands described herein, and on the north and southwest by lands of The Langdale Company.

Part of Land Lot 55, being the part of said lot lying northwest of the Ten Mile Bay Line adjoining The Langdale Company, and that part of said lot lying north and west of those lines established and agreed upon by B.B. Nix and J.R. Nix and Emma Dell Brooks and J.W. Hendley as recorded in Deed Book 286, Pages 36-41, Berrien County deed records, said lines being more particularly delineated on a plat of survey for Mrs. June Hendley by Roy C. Hogan, GA Surveyor #1712, as recorded in Plat Cabinet 1, Slide D-47, Berrien County, Georgia records. This parcel is bounded now or formerly as follows: on the west and north by other lands described herein.

The above described lands contain, in aggregate, 1,924.93 acres, and are more particularly delineated on the plat of survey entitled "U.S. Department of Agriculture, NRCS, Wetlands Reserve Program, B.B. Nix and J.R. Nix Tract" to which plat of survey reference is hereby made for all purposes in aid of description. These are the same lands conveyed from Federal Intermediate Credit Bank of Columbia to B.B. Nix and J.R. Nix by deed dated June 16, 1988 and recorded in Deed Book 183, Pages 195-197, Berrien County, Georgia deed records, the acreage recited herein determined from said deed. The above described lands are further known and designated as Map/Parcel: 068 1 000 according to the Berrien County, Georgia Board of Tax Assessors records.

ADDITIONAL PLAT REFERENCES: Plat Cabinet 1, Slide D-94 and Plat Cabinet 1, Slide D-97, Berrien County, Georgia records.

Also conveyed herewith is such rights of ingress, egress and regress to the lands described herein, over and along two (2) existing woods roads, one located in Land Lot 515, 5th Land District, and the other in Land Lot 43, 10th Land District, Berrien County, Georgia as shown on the above referenced plats of survey and that certain document recorded in Deed Book 288, Pages 173-175, Berrien County, Georgia deed records.

SUBJECT TO: That certain Warranty Easement Deed by and between B.B. Nix and J.R. Nix and the United States of America recorded on September 23, 2001 at Deed Book 291, Page 327, Berrien County, Georgia deed records.

FURTHER SUBJECT TO: The Right of Way of Berrien County, Georgia Public Roads No. 8 and 338 located in the Northeastern corner of Land Lot 37 (see above referenced plats).



LEGAL DESCRIPTIONS CONTINUED

Also being the property conveyed by Warranty Deed dated December 29, 2005 from Jeff Banks, Aaron Hudson, Stephen M. Crawford, William Darryl Edwards and James Rasbury to Nine's Mine, LLC recorded on January 6, 2006 in Deed Book 543, Page 340, Berrien County, Georgia deed records.

NOTE: AS TO TRACTS 3-4: SUBJECT TO that certain Right of Way Easement made between Georgia Transmission Corporation and Colquitt Electric Membership Corporation to James M. Langenfield and William D. Lyles dated March 27, 2002 and recorded in Deed Book 422, Page 103 in the Office of the Clerk of Superior Court of Berrien County, Georgia; and

NOTE: AS TO TRACTS 3-4: SUBJECT TO that certain Right of Way Deed between the Georgia State Highway Department and P.A. Hendley recorded in Deed Book 112, Page 74 in the Office of the Clerk of Superior Court of Berrien County, Georgia.

NOTE: AS TO TRACT 1: SUBJECT TO the terms, conditions and reservations contained in that certain Warranty Easement Deed between B.B. Nix and J.R. Nix and the United States of America, acting through Natural Resources Conservation Service of the Department of Agriculture dated September 27, 1996 and recorded in Deed Book 291, Pages 327-335, Berrien County, Georgia deed records; and

NOTE: AS TO TRACT 1: FURTHER SUBJECT TO: the Right of Ways of Berrien County, Georgia Public Roads No. 8 and 338 located in the Northeast corner of Land Lot 37 (see above referenced plats).

This conveyance includes, in addition to said real estate, all air conditioning units, heating, plumbing, expressly including all heaters and tanks, lighting fixtures, screens, blinds and all equipment of every kind now or hereafter attached or used in connection with improvements on said real estate, it being the intention of Grantor that all such items shall be treated as a permanent fixture and part of said real estate.

**2,266[±]
Acres**

BIG BAY RETREAT

Nashville, Georgia • Berrien County

LEGAL DESCRIPTIONS CONTINUED

Tract 2

All that tract or parcel of land situate, lying and being Ninety (90) Acres, more or less, located on the Northeast corner of Land Lot 85 of the 10th Land District of Berrien County, Georgia and described as follows: BEGIN at the Northeast corner of said land lot and run in a Westerly direction along the North original lot line of said land lot 1,418.9 feet to a point located on said North original lot line and marked by an iron axle; thence run South 0 degrees 44 minutes East approximately 3,000 feet to the North right of way of a public dirt road; thence run in an Easterly direction along the North right of way of said public dirt road approximately 1,420 feet to a point located on the said North right of way of said dirt road where the East original lot line of said land lot intersects same; thence run in a Northerly direction along said East original lot line approximately 3,000 feet to said Point of Beginning. Said tract of land is BOUNDED on the North by said North original lot line, on the East by the said East original lot line, on the South by said public dirt road and on the West by lands now or formerly of Nancy Luke Estate.

Said tract of land is a portion of lands purchased by J. T. Hughes from Dewey Mathis on August 16, 1973. The other portion of the said tract purchased by J. T. Hughes from Dewey Mathis was sold to reason Gray on October 18, 1974. Said entire tract is described in a plat of survey prepared by William H. Branch, Jr. on January 10, 1963 and recorded in Plat Book 4, Page 58 in the Office of the Clerk of Superior Court of Berrien County, Georgia.

LESS AND EXCEPT: All that tract or parcel of land situate, lying and being 10 acres, more or less, in Land Lot 85 of the 10th Land District of Berrien County, Georgia, and being more particularly described according to that certain plat of survey prepared for Rudolph F. Rowe and Mildred B. Rowe by Roy C. Hogan, Georgia Registered Land Surveyor No. 1712 dated October 18, 1993, and recorded in Plat Cabinet 1, Slide D-50 in the Office of the Clerk of Superior Court of Berrien County, Georgia, to which plat of survey reference is hereby made for purposes in aid of description. Said tract is bounded on the North and East by lands of J. Thomas Gurney; on the South by County Road No. 11; and on the West by lands of Charles Rowe.

Said property is a portion of those lands conveyed to J. Thomas Gurney from James Garland by Warranty Deed as recorded in Deed Book 133, Page 624 in the Office of the Clerk of Superior Court of Berrien County, Georgia and as further conveyed at Deed Book 244, Pages 147-148, Berrien County, Georgia deed records.

The above described tract is further designated as Map/Parcel: 069 4 000 according to the Berrien County Board of Tax Assessors records.

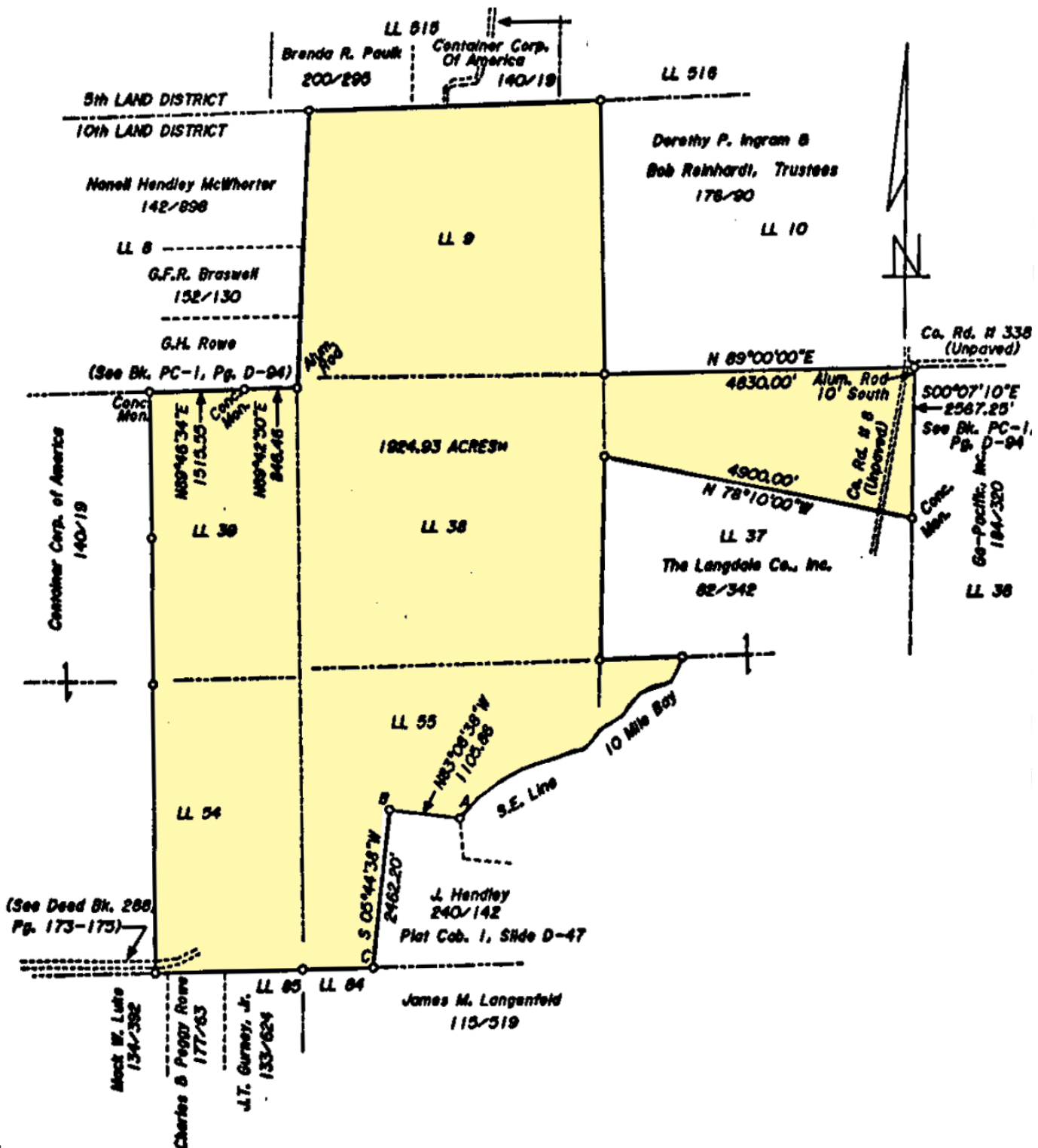
This conveyance includes, in addition to said real estate, all air conditioning units, heating, plumbing, expressly including all heaters and tanks, lighting fixtures, screens, blinds and all equipment of every kind now or hereafter attached or used in connection with improvements on said real estate, it being the intention of Grantor that all such items shall be treated as a permanent fixture and part of said real estate.

Bidding Ends October 22nd



SOUTH AUCTION

TRACT 1 PLAT



2,266[±]
Acres

BIG BAY RETREAT
Nashville, Georgia • Berrien County

TRACT 2 PLAT 85[±] ACRES

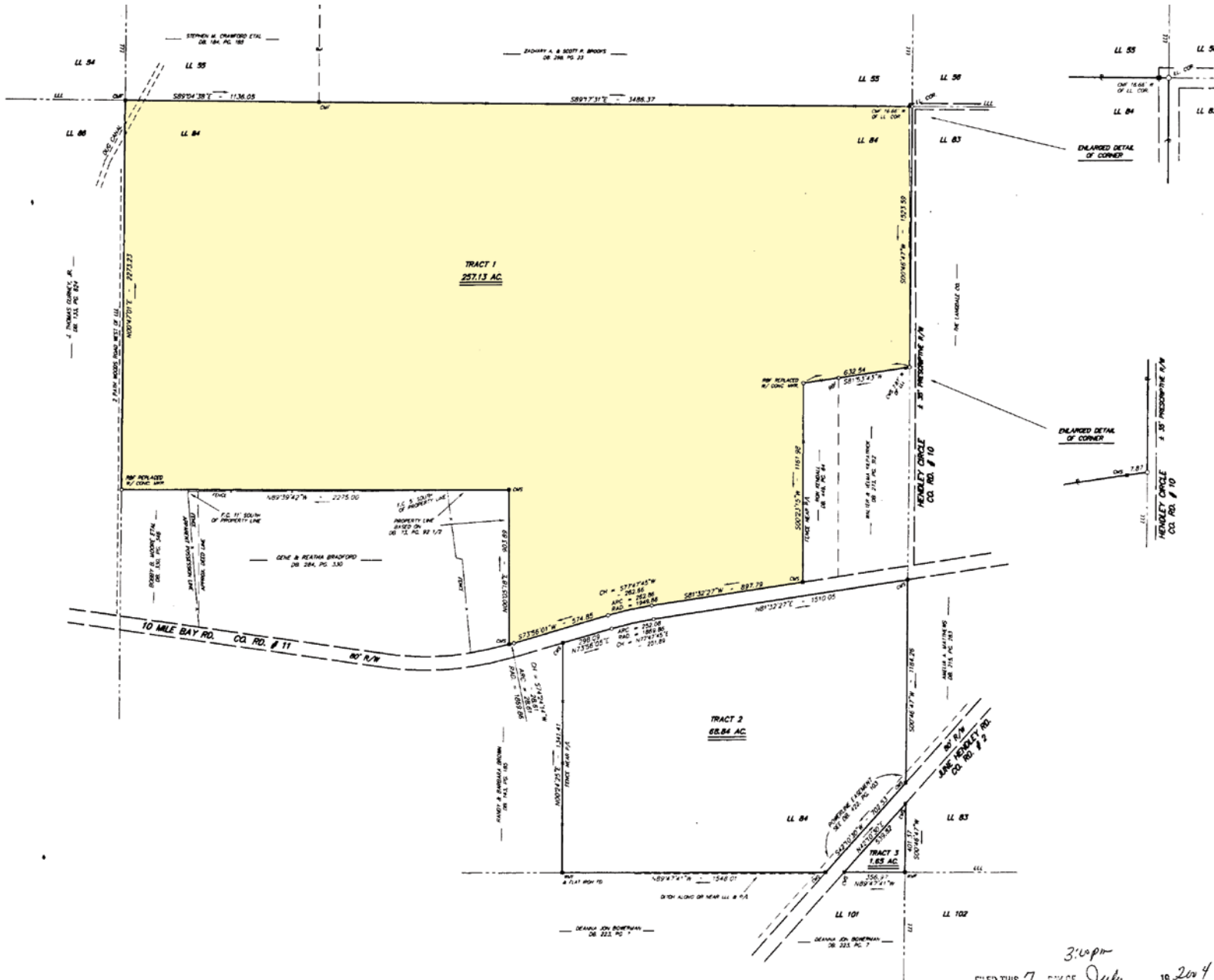
**THERE IS
NO PLAT
AVAILABLE
FOR
TRACT 2**

Bidding Ends October 22nd



SOUTH AUCTION

TRACTS 3 & 4 PLAT



This plat may be recorded in the deed records of Berrien County for the purpose of describing the property described herein. It has been reviewed by the County Clerk on this 7th day of July, 2024, and is found COMPLIANT with the Berrien County Land Development Ordinance and/or the Berrien County subdivision Ordinance. It is approved for the issuance of building permits.

Ord. # 6228178

3:00pm
FILED THIS 7th DAY OF July, 19 2024
REC. 7-7 2024 PAGE 516 D
Caleb Hays CLERK
SUPERIOR COURT BERRIEN CO., GA

2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

ROAD EASEMENT IN FAVOR OF TRACT 1

JEFFERSON SMURFIT CORPORATION

JSC Woodlands
Homerville District
Homerville, Georgia 31634

July 1, 1996

Mr. B. B. Nix &
Mr. J. R. Nix
P. O. Box 193
Nashville, Georgia 31639

Dear Messers Nix:

This letter will serve as a written permit giving you access to your property located in Berrien County, Georgia. This document shall give each of you the right and privilege of ingress and egress upon and over Jefferson Smurfit Corporation's adjoining tract situated in Land Lot No. 515, 5th Land District, and Land Lot No. 39, 10th Land District, Berrien County, Georgia, but is limited to use of existing woods roads what we currently use to manage our tract.

I sincerely hope this permit will allow you to manage your tract as you desire. If you need further assistance, feel free to call me.

Truly yours,

David L. Cason

David L. Cason
District Manager

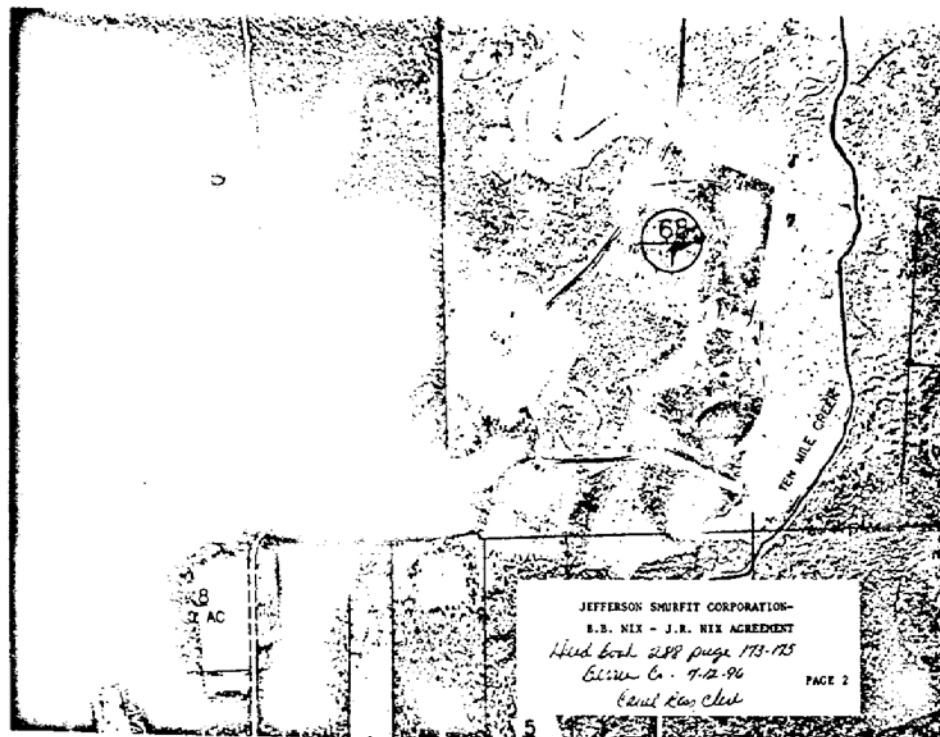
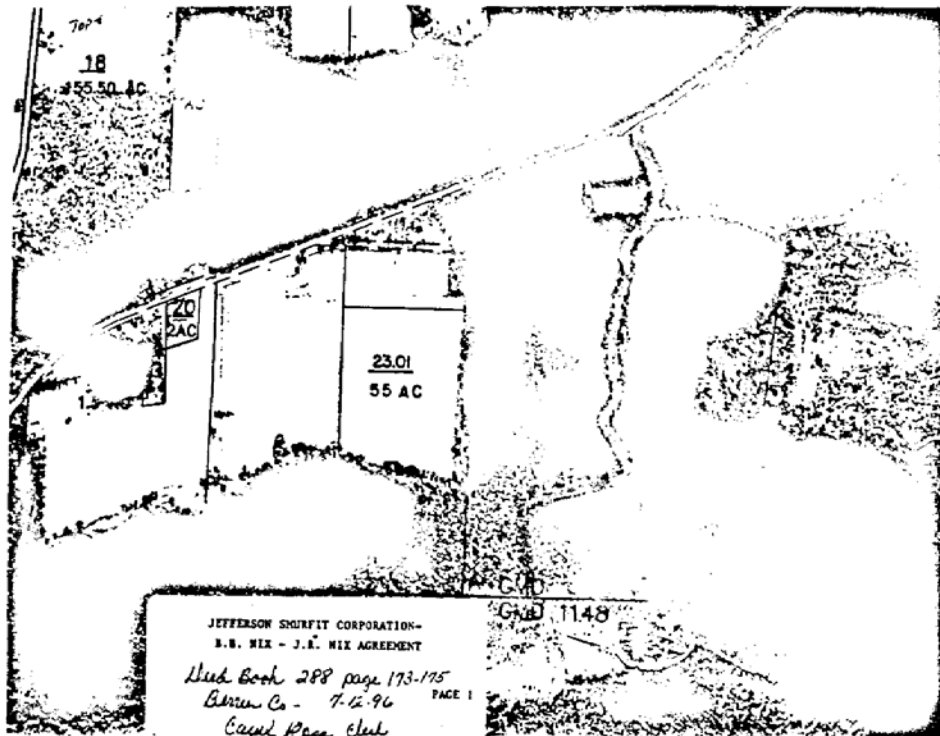
2,266[±] Acres
815 acres
12 July 1996
288 from 173-175
12 July 1996
Catal Road

Bidding Ends October 22nd



**SOUTH
AUCTION**

ROAD EASEMENT CONTINUED



2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

TRACT 1 NRCS EASEMENT

22850
FILED 22850 DA OF Sept 12 96
1976 BOOK 17 PAGE 327-330
JULIA M. SLOAN O-CLERK
U.S. DEPARTMENT OF AGRICULTURE
NATURAL RESOURCES CONSERVATION SERVICE
SUPERIOR COURT BERRIEN CO., GA
NRCS-LTP-20
3-95
OMB No. 0578-0013

32

County, Georgia
Filed for Public Records Transfer Tax
Date 9/12/96
D- Clerk of Superior Court

WARRANTY EASEMENT DEED

WETLANDS RESERVE PROGRAM
AGREEMENT NO. 66-4310-6-17

THIS WARRANTY EASEMENT DEED is made by and between B. B. NIX and J. R. NIX
of BERRIEN COUNTY, GEORGIA
(hereafter referred to as the "Landowner"), Grantor(s), and the UNITED STATES OF AMERICA, by and through the Secretary of Agriculture, Washington, D.C. 20250 (hereafter referred to as the "United States"), Grantee. The Landowner and the United States are jointly referred to as the "Parties." The acquiring agency of the United States is the Natural Resources Conservation Service (NRCS) of the Department of Agriculture.

Witnesseth

Purpose and Intent. The purpose of this easement is to restore, protect, manage, maintain, and enhance the functional values of wetlands and other lands, and for the conservation of natural values including fish and wildlife habitat, water quality improvement, flood water retention, groundwater recharge, open space, aesthetic values, and environmental education. It is the intent of NRCS to give the Landowner the opportunity to participate in the restoration and management activities on the easement area.

Authority. This easement deed acquisition is authorized by Title XII of the Food Security Act of 1985, as amended (16 U.S.C. § 3837), for the Wetlands Reserve Program.

Six Hundred Eighty-three
Dollars (\$ 683,000.00***), the Grantor(s), hereby grants and conveys with general warranty of title to the UNITED STATES OF AMERICA and its assigns, the Grantee, forever, all rights, title and interest in the lands comprising the easement area described in Part I and appurtenant rights of access to the easement area, but reserving to the Landowner only those rights, title and interest expressly enumerated in Part II. It is the intention of the Landowner to convey and relinquish any and all other property rights not so reserved. This easement shall constitute a servitude upon the land so encumbered, shall run with the land in perpetuity and shall bind the Landowner, (the Grantor(s)), their heirs, successors, assigns, lessees, and any other person claiming under them.

SUBJECT, however, to all valid rights of record, if any.

PART I. Description of the Easement Area. The lands encumbered by this easement deed, referred to hereafter as the easement area, are described on EXHIBIT A which is appended to and made a part of this easement deed.

TOGETHER with a right of access for ingress and egress to the easement area across adjacent or other properties of the Landowner. Such a right-of-way for access purposes is described in EXHIBIT B which is appended to and made a part of this easement deed.

PART II. Reservations in the Landowner on the Easement Area. Subject to the rights, title, and interest conveyed by this easement deed to the United States, the Landowner reserves:

A. **Title.** Record title, along with the Landowner's right to convey, transfer, and otherwise alienate title to these reserved rights.

B. **Quiet Enjoyment.** The right of quiet enjoyment of the rights reserved on the easement area.

Pon Jan



TRACT 1 NRCS EASEMENT CONTINUED

C. Control of Access. The right to prevent trespass and control access by the general public.

D. Recreational Uses. The right to undeveloped recreational uses, including hunting and fishing, and including leasing of such rights for economic gain, pursuant to applicable State and Federal regulations that may be in effect at the time.

E. Subsurface Resources. The right to oil, gas, minerals, and geothermal resources underlying the easement area, provided that any drilling or mining activities are to be located outside the boundaries of the easement area unless activities within the boundaries are specified in accordance with the terms and conditions of EXHIBIT C.

PART III. Obligations of the Landowner. The Landowner shall comply with all terms and conditions of this easement, including the following:

A. Prohibitions. Unless authorized as a compatible use under Part IV, it is expressly understood that the rights to the following activities and uses have been acquired by the United States and are prohibited of the Landowner on the easement area:

1. haying, mowing or seed harvesting for any reason;
2. altering of grassland, woodland, wildlife habitat or other natural features by burning, digging, plowing, disking, cutting or otherwise destroying the vegetative cover;
3. dumping refuse, wastes, sewage or other debris;
4. harvesting wood products;
5. draining, dredging, channeling, filling, leveling, pumping, diking, impounding or related activities, as well as altering or tampering with water control structures or devices;
6. diverting or causing or permitting the diversion of surface or underground water into, within or out of the easement area by any means;
7. building or placing buildings or structures on the easement area;
8. planting or harvesting any crop; and
9. grazing or allowing livestock on the easement area.

B. Noxious plants and pests. The Landowner is responsible for noxious weed control and emergency control of pests as required by all Federal, State and local laws. A plan to control noxious weeds and pests must be approved in writing by the NRCS prior to implementation by the Landowner.

C. Fences. Except for establishment cost incurred by the United States and replacement cost not due to the Landowner's negligence or malfeasance, all other costs involved in maintenance of fences and similar facilities to exclude livestock shall be the responsibility of the Landowner.

D. Taxes. The Landowner shall pay any and all real property and other taxes and assessments, if any, which may be levied against the land.

E. Reporting. The Landowner shall report to the NRCS any conditions or events which may adversely affect the wetland, wildlife, and other natural values of the easement area.

PART IV. Allowance of Compatible Uses by the Landowner.

A. General. The United States may authorize, in writing and subject to such terms and conditions the NRCS may prescribe at its discretion, the use of the easement area for compatible economic uses, including, but not limited to, managed timber harvest, periodic haying, or grazing.

B-
ARN.

2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

TRACT 1 NRCS EASEMENT CONTINUED

B. Limitations. Compatible use authorizations will only be made if such use is consistent with the long-term protection and enhancement of the wetland and other natural values of the easement area. The NRCS shall prescribe the amount, method, timing, intensity, and duration of the compatible use.

PART V. Rights of the United States. The rights of the United States include:

A. Management activities. The United States shall have the right to enter unto the easement area to undertake, at its own expense or on a cost share basis with the Landowner or other entity, any activities to restore, protect, manage, maintain, enhance, and monitor the wetland and other natural values of the easement area. The United States, at its own cost, may apply to or impound additional waters on the easement area in order to maintain or improve wetland and other natural values.

B. Access. The United States has a right of reasonable ingress and egress to the easement area over the Landowner's property, whether or not the property is adjacent or appurtenant to the easement area, for the exercise of any of the rights of the United States under this easement deed. The authorized representatives of the United States may utilize vehicles and other reasonable modes of transportation for access purposes.

C. Easement Management. The Secretary of Agriculture, by and through the NRCS may delegate all or part of the management, monitoring or enforcement responsibilities under this easement to any entity authorized by law that the NRCS determines to have the appropriate authority, expertise and resources necessary to carry out such delegated responsibilities. State or federal agencies may utilize their general statutory authorities in the administration of any delegated management, monitoring or enforcement responsibilities for this easement. The authority to modify or terminate this easement (16 U.S.C. § 3837e(b)) is reserved to the Secretary of Agriculture in accordance with applicable law.

D. Violations and Remedies - Enforcement. The Parties agree that this easement deed may be introduced in any enforcement proceeding as the stipulation of the Parties hereto. If there is any failure of the Landowner to comply with any of the provisions of this easement deed, the United States or other delegated authority shall have any legal or equitable remedy provided by law and the right:

1. To enter upon the easement area to perform necessary work for prevention of or remediation of damage to wetland or other natural values; and,
2. To assess all expenses incurred by the United States (including any legal fees or attorney fees) against the Landowner, to be owed immediately to the United States.

PART VI. General Provisions.

A. Successors in Interest. The rights granted to the United States shall accrue to any of its agents, successors, or assigns. All obligations of the Landowner under this easement deed shall also bind the Landowner's heirs, successors, agents, assigns, lessees, and any other person claiming under them. All the Landowners who are parties to this easement deed shall be jointly and severally liable for compliance with its terms.

B. Rules of Construction and Special Provisions. All rights in the easement area not reserved by the Landowner shall be deemed acquired by the United States. Any ambiguities in this easement deed shall be construed in favor of the United States to effect the wetland and conservation purposes for which this easement deed is being acquired. The property rights of the United States acquired under this easement shall be unaffected by any subsequent amendments or repeal of the Wetlands Reserve Program. If the Landowner receives the consideration for this easement in installments, the Parties agree that the conveyance of this easement shall be totally effective upon the payment of the first installment.

Bn

Bidding Ends October 22nd



SOUTH AUCTION

TRACT 1 NRCS EASEMENT CONTINUED

TO HAVE AND TO HOLD, this Warranty Easement Deed is granted to the United States of America and its successors and assigns forever. The Landowner covenants that he, she or they are vested with good title to the easement area and will warrant and defend the same on behalf of the United States against all claims and demands. The Landowner covenants to comply with the terms and conditions enumerated in this document for the use of the easement area and adjacent lands for access, and to refrain from any activity not specifically allowed or that is inconsistent with the purposes of this easement deed.

Dated this 23 day of September, 1996.

Landowner(s):

) B B Nix (Seal)
) B. B. Nix
) J. R. Nix (Seal)
) J. R. Nix

J.R.

2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

TRACT 1 NRCS EASEMENT CONTINUED

Acknowledgment

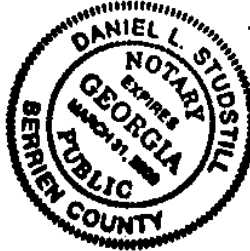
In the State or Commonwealth of Georgia, County, Borough or Parish of Berrien, on this day of September, 1996, before me, the undersigned, a Notary Public in and for said Jurisdiction, personally appeared

B. B. Nix and J. R. Nix

to me known to be the person(s) described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN TESTIMONY WHEREOF, I have hereunto my hand and Notarial Seal subscribed and affixed in said Jurisdiction, the day and year above written.

(NOTARIAL SEAL)



Daniel L. Studstill
Notary Public
Daniel L. Studstill

My Commission Expires:

This instrument was drafted by the Office of the General Counsel, U.S. Department of Agriculture, Washington, D.C. 20250-1400.

OMB DISCLOSURE STATEMENT

Public reporting burden for this collection of information is approximately (60) minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Agriculture Clearance Office OIRM, Room 404-W, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0578-0013), Washington, D.C. 20503.



TRACT 1 NRCS EASEMENT EXHIBIT A

EXHIBIT - A

Description of B.B. Nix and J.R. Nix Tract

All that certain tract of land lying and being in Land District 10, Berrien County, Georgia and more particularly described as follows: (All adjoining landowners to read "now or formerly")

Being all of Land Lot 9, bounded on the west by lands of Geraldine Hendley Rowe, Glenda Fay R. Braswell, and Manell Hendley McWhorter, on the north by lands of Brenda R. Paulk and Container Corporation of America, on the east by lands of Dorothy P. Ingram & Bob Reinhardt, Trustees, and on the south by other lands described herein.

All of Land Lot 38, bounded on the south, west, north and northeast by other lands described herein, and on the southeast by lands of the Langdale Company, Inc.

The east half of Land Lot 39, bounded on the east and south by other lands described herein, on the west by lands of Container Corporation of America, and on the north by lands of Geraldine Hendley Rowe.

The east half of Land Lot 54, bounded on the south by lands of J.T. Gurney, Jr., Charles & Peggy Rowe, and Mark W. Luke, on the west by lands of Container Corporation of America, and on the north and east by other lands described herein.

The northern portion of Land Lot 37, bounded on the west by other lands described herein, on the north by lands of Dorothy P. Ingram & Bob Reinhardt, Trustees, on the east by Ga-Pacific, Inc., and on the south by lands of the Langdale Company.

Part of Land Lot 56, being that part of said Lot lying on the northwest side of a line known as the Ten Mile Bay Line, bounded on the west by other lands described herein, and on the north and southeast by lands of the Langdale Company.

Part of Land Lot 55, being that part of said Lot lying northwest of the Ten Mile Bay line adjoining the Langdale Company, and that part of said Lot lying north and west of those lines established and agreed upon by B. B. Nix & J. R. Nix and Emma Dell Brooks & J.W. Hendley as recorded in Deed Book 286, Pages 36-41, said lines being more particularly delineated on a plat of survey for Mrs. June Hendley by Roy C. Hogan, Ga. Surveyor # 1712 as recorded in Plat Cabinet 1, Slide D-47, Berrien County records. This parcel is bounded on the west and north by other lands described herein.

The above described lands contain, in aggregate, 1924.93 acres, and are more particularly delineated on the plat entitled "U.S. Department of Agriculture, NRCS, Wetlands Reserve Program, B.B. Nix and J.R. Nix Tract" which plat is attached hereto and made a part hereof. These are the same lands conveyed from Federal Intermediate Credit Bank of Columbia to B. B. Nix and J. R. Nix by deed dated June 16, 1988 and recorded in Deed Book 183, Pages 195-197, Berrien County, Georgia records, the acreage recited herein determined from said deed.

*B.B.
J.R.*

2,266[±]
Acres

BIG BAY RETREAT

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TRACT 1 NRCS EASEMENT EXHIBIT B

EXHIBIT B

The land described herein is subject to any public interest in and to County Roads # 8 and 338 located in the northeast corner of Land Lot 37.

There is also conveyed hereby such right of ingress, egress and regress to the lands described herein, over and along two existing woods roads; one located in Land Lot 515, District 5, and the other in Land Lot 54, District 10 as shown on the plat included herein and as shown on that document from David L. Carson, District Manager to B.B. Nix and J.R. Nix recorded in Deed Book 288, Pages 173-175, Berrien County records.

2,266[±] Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

AUCTION CONTRACT



SOUTH AUCTION

338 EAST MAIN STREET
SWAINSBORO, GA 30401

AUCTION REAL ESTATE SALES CONTRACT

As a result of the efforts of **South Auction Inc. (SA)**, 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 Berrien County, Georgia, being all or a portion of that property being commonly identified on Tax Map No. ____, 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:

- The “Purchase Price” of the property shall be defined as follows: The high bid made by the **Purchaser** 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	\$	

- Earnest Money:** **Purchaser** agrees to pay 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:**

- 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.



AUCTION CONTRACT

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.

2,266[±]
Acres

BIG BAY RETREAT

Nashville, Georgia • Berrien County

AUCTION CONTRACT

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 Dec. 4th, 2020. **Seller** has the right to extend the closing 45 days, if needed.
3. All closings shall be conducted by: John Dalton, Coleman Tally LLP, Valdosta, 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.

Bidding Ends October 22nd



SOUTH AUCTION

AUCTION CONTRACT

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 Inc, **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: Tract 1 is in an easement with the Wetlands Reserve Program through the United States Department of Agriculture. The buyer of this tract is obligated to agree to and continue this easement 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: George R. Lane
SOUTH AUCTION AND REALTY

AUCTIONEER – Firm H-64297/GAL 3022/Real Estate License 279973

Binding agreement date of contract

A circular logo with a dark background and a gold border. Inside the circle, the text "2,266±" is written in a large, bold, gold font, and "Acres" is written below it in a smaller, gold font.

BIG BAY RETREAT

Nashville, Georgia • Berrien County

TERMS & CONDITIONS

TERMS AND CONDITIONS

The Terms and Conditions apply to all properties offered in this auction. All Bidders must read these terms before bidding on the auction. By bidding in the auction, you are acknowledging that you have read and agree to these terms and conditions and are responsible for closing on the property if you are the winning bidder. All winning bidders will be required to sign a real estate auction contract. The winning bidder will mail 20% of the purchase price as earnest money at the conclusion of the auction and will owe the remaining balance at closing within 30 days.

Bidder Verification

All bidders credit cards will be verified. South Auction 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 revoked if the bank letter of credit is not received. South Auction may ask for a bank letter of credit on a per bidder and/or per property basis. South Auction reserves the right to suspend bidding privileges for any or no reason either before, during, or after the auction with no notice to bidder. South Auction reserves the right to refuse service to any person.

Due Diligence

All property is being sold AS-IS, WHERE-IS, and with all faults and is selling subject to easements, leases, restrictions, covenants, conditions, zoning, and all other matters revealed by a current survey, inspection of the property, or contained in public records. ALL SALES ARE FINAL.

Inspection of Property

It is the bidder's responsibility to determine if the information contained herein is accurate. Property is open to thorough public inspection and we highly encourage an inspection of the property prior to bidding. Contact South Auction before inspecting the property. Bidder must conduct and rely on their own inspection and investigation to determine condition of property. All inspections are at your own risk. All properties as selling subject to seller confirmation.

Open House

Sunday, Oct. 11th / 2-5pm

Saturday, Oct. 17th / 8am - 5pm

Please call Derry Bennett for an appointment time on the open house days. 229-561-0480

Buyer's Premium

A 10% buyer's premium will be added to the high bid to arrive at the contract price.

Agency

South Auction strictly represents the seller and can bid on the seller's behalf. Seller has the right to accept or decline any high bid. High bidder will be notified within 48 hours if their bid is accepted.

Earnest Money

A signed real estate auction contract and the earnest money must be mailed to auction company within 24 hours of the auction closing. Mail to:

South Auction
338 East Main Street
Swainsboro, GA 30401

South Auction shall have the permission and authority to charge the winning bidder's credit card up to \$5000.00 on a specific property at the conclusion of the auction. This charge will be credited back to the high bidder's credit card once their earnest money is received. This charge will not be refunded if the high bidder does not close on the property and/or if the earnest money is not collected. South Auction 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.

TERMS & CONDITIONS - CONTINUED

Auction End Time

This auction has an extended bidding feature. If a bid is 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.

Closing

All closing costs are paid by the successful winning bidder.

All real estate transactions will close on or before: Dec.4th, 2020

Attorney for closing: John Dalton, Coleman Tally LLP, Valdosta, GA

Survey

If tracts 3 and 4 sell divided the buyer of tract 4 will be required to pay for a survey. Greg Carter of Carter Surveying, Willacoochee, GA, has agreed to complete this survey for \$1,000. The purchase price of tract 3 and 4 will be adjusted up or down based on the final survey.

Broker Participation

2% of South Auction commission is available to registered brokers, if approved. South Auction will not pay a commission to a broker who is representing themselves or an immediate family member.

Broker registration form is available by emailing a request to: rusty@southauctiongroup.com.

Internet/Technical Issues

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. South Auction shall not be held responsible for any "missed" bids or bids unseen by the auctioneer. Bids are received immediately when they are entered by the bidder.

Additional Terms

- 1) Property is being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied.
- 2) Property is open to public inspection and it is the bidders' responsibility to determine condition.
- 3) South Auction, nor the seller, guarantees that each auction sign is accurately placed on the property being sold.
- 4) All acreage reference in brochure, signs and online are estimated acres.
- 5) No personal property is included with any property, unless specifically stated.
- 6) South Auction makes no guarantee that any of the properties are suitable for septic tanks or wells or that any property has water or a septic tank available.
- 7) Properties will transfer to high bidder via warranty deed.
- 8) South Auction and winning bidder 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.

Special Note: Tract 1 is in an easement with the Wetlands Reserve Program through the United States Department of Agriculture. The buyer of this tract is obligated to agree to and continue this easement upon purchase.

Any questions should be directed to:

Rusty Lane: 478-455-1861

Brent Stephens 706-442-5513

**2,266[±]
Acres**

BIG BAY RETREAT

Nashville, Georgia • Berrien County

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
NOT PICTURED: Derry Bennett