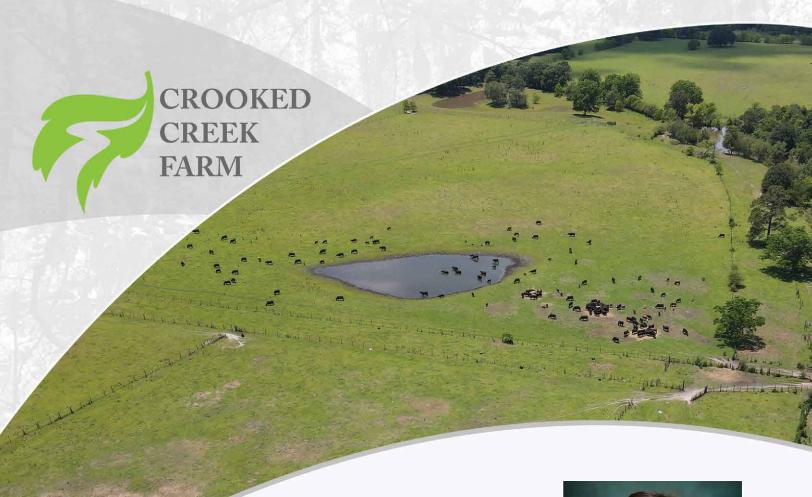




www.SouthAuction.com

Derry Bennett, Auction Manager • 229-561-0480



Enclosed you will find information on Crooked Creek Farm in Quitman, GA. This property is being offered to the public via online auction and the bidding will conclude on August 26 at 12 noon.

Crooked Creek is the ideal property for the farmer and recreation buyer. This property consists of approximately 150 acres of pasture land with established boarder fence, cross fencing, and water holes. There is also timber land along Okapilco Creek that makes up a portion of the southern border of the tract.

This farm is also enriched in Brooks County history. As you will see on the enclosed farm service maps, Crooked Creek was farm #1 and farm #12 registered with the farm service agency of Brooks County.

Located in eastern Brooks County on US HWY 84, Crooked Creek lies near the Lowndes County line between Valdosta and Quitman and only 11 miles from I-75. This is the perfect opportunity to invest in South Georgia land. Please contact me with any questions about the property and auction process.

Sincerely,

Derry Bennett



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

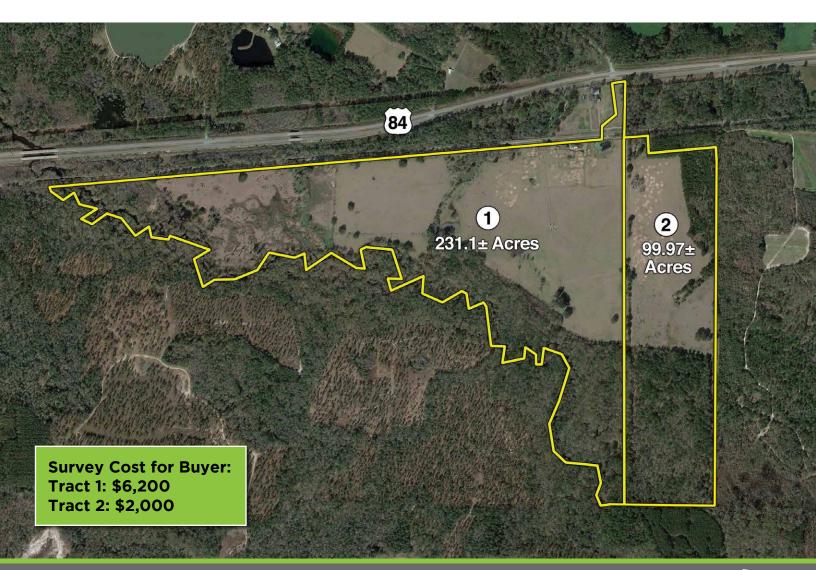


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**GEORGIA** 

August

Orlando

## **CROOKED CREEK FARM**

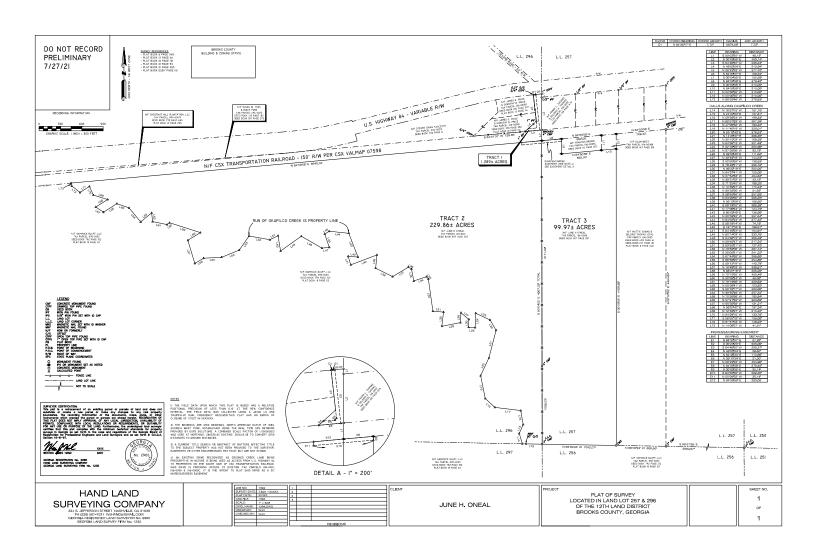
- 150 acres in pasture land
- Frontage on Okapilco Creek
- Border and cross fencing ideal for cattle farm
- · Abundant wildlife for great hunting
- Numerous small ponds/watering holes
- Only 11 miles from I-75
- Small Mayhaw orchard on property
- 3 deeps wells





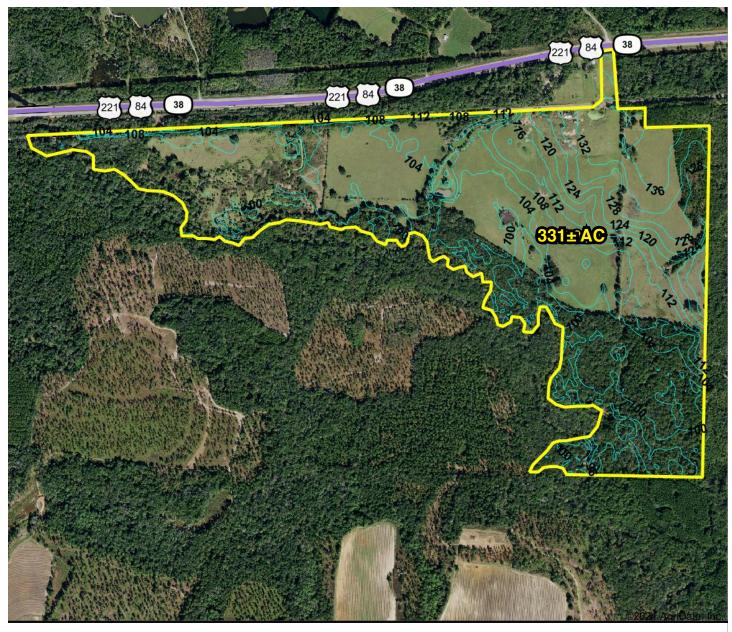


# **PLAT MAP**





# **TOPOGRAPHY MAP**





Source: USGS 10 meter dem

Interval(ft): 4.0Min: 94.8Max: 139.1Range: 44.3Average: 108.4

Standard Deviation: 11.35 ft

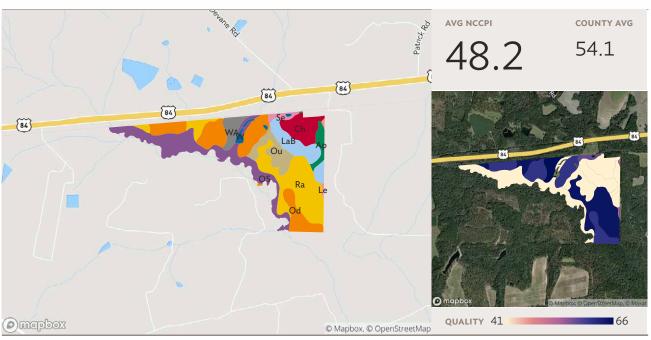
Oft 1211ft 2422ft

Brooks County
6/10/2021 Georgia

Map Center: 30° 46' 52.68, -83° 30' 41.21

# Quitman, Georgia 31± ACRES

# **SOILS MAP**



## All fields

Source: NRCS Soil Survey

SOIL CODE	SOIL DESCRIPTION	ACRES PERC	ENTAGE OF FIELD	SOIL CLASS	NCCPI
Ra	Rains loamy sand	81.88	24.4%	3	64.8
OS	Osier and Pelham soils	71.36	21.3%	5	40.0
Od	Ocilla loamy sand, 0 to 2 percent slopes	71.10	21.2%	3	60.8
LaB	Lakeland sand, 0 to 5 percent slopes	29.85	8.9%	3	18.0
Ch	Chipley sand	25.36	7.6%	3	34.6
Ou	Ousley fine sand	24.12	7.2%	3	22.9
■ WA	Wahee soils	12.89	3.8%	2	68.2
Ар	Alapaha loamy sand, 0 to 2 percent slopes, occasionally flooded	8.99	2.7%	5	35.6
Se	Stilson loamy sand, 0 to 2 percent slopes	4.86	1.4%	2	57.6
W	Water	3.90	1.2%		N/A
Le	Leefield loamy sand, 0 to 2 percent slopes	1.45	0.4%	2	53.9
			98.8%		48.2



## **FARM SERVICE MAP**

USDA United States
Department of
Agriculture
2019 NAIP

Limited Restrictions

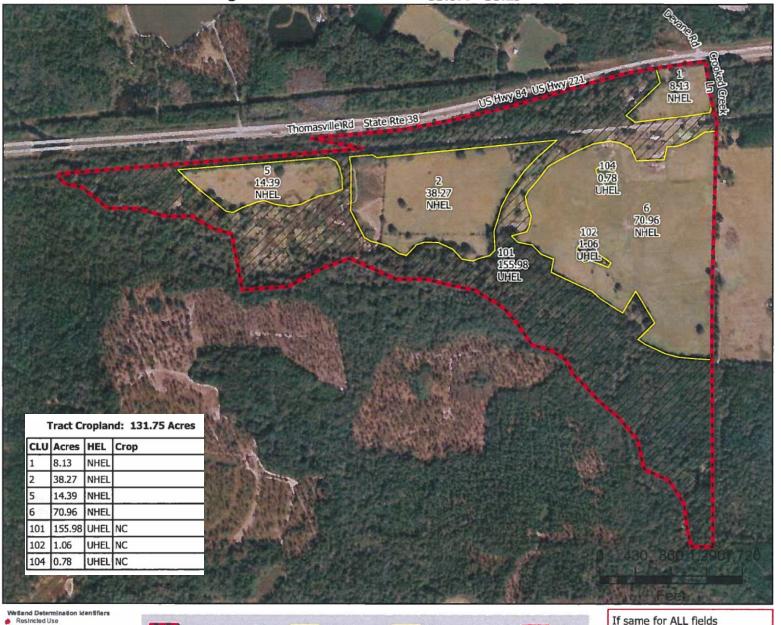
Brooks County Georgia

Tract Boundary

Farm: 12 Tract: 1794

2021 Program Year

Date Exported 1/12/2021



USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland Identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

Cropland W Non-cropland CRP

Producer Share:

Irrigation Practice: NI () IRR()



# Quitman, Georgia 31± ACRES

## **FARM SERVICE MAP**

USDA United States Department of Agriculture 2019 NAIP

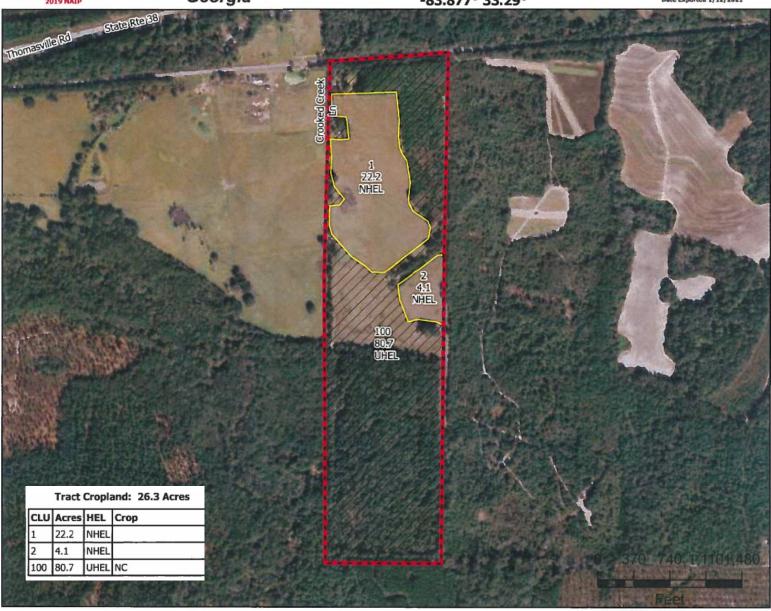
**Brooks County** Georgia

Farm: 1

Tract: 1793

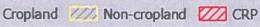
2021 Program Year Date Exported 1/12/2021

-83.877° 33.29°



Wetland Determination Identifiers

Limited Restrictions Exempt from Conservation Compliance Provisions Tract Boundary



If same for ALL fields Producer Share: Irrigation Practice: NI () IRR()

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.



# **PROPERTY PHOTOS**









# **PROPERTY PHOTOS**









## **AUCTION 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 **Brooks** County, GA, being all or a portion of that property being commonly identified on Tax Map No. \_\_\_\_106 0001(two tracts) and 106 0008\_\_, 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: 331+/- acres - US HWY 84, Quitman, GA

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

Bidder Number	OUTLINE OF FINANCIAL T	ERMS OF SALE		Property Number(s)
	High Bid Buyer's Premuim (10%) Purchase Price** Earnest Money Balance Due at Closing	\$ \$ \$ \$	- - -	

- - 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.

# **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;
  - 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**;
  - **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.



## **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.
- 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 Oct. 28, 2021. Seller has the right to extend the closing 45 days, if needed.
- 3. All closings shall be conducted by: \_Cavan Perry, 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.
- Possession of the Property shall be granted by Seller to Purchaser no later than the closing date, unless specifically stated herein.

## **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. The buyer shall continue the CUVA tax covenants on all tracts upon purchase.

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

13. Buyer shall be responsible for the cost of the survey due at closing. Tract 1: \$6,200 / Tract 2: \$2,000

<u>PURCHASER</u>	SELLER
Signature: Purchaser	Signature: Seller
Print Purchaser's Name	Print Seller's Name
Address	Address
City, State, Zip	City, State, Zip
Cell Phone Number	Cell Phone Number
Email Address	Email Address
Please describe below how property will be purc institution:	chased (cash, financed). If you plan to finance, give all information on financial
Signature: George R. Lane SOUTH AUCTION AND REALTY	Binding agreement date of contract



## **TERMS & 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 earnest money at the conclusion of the auction and will owe the remaining balance at closing within 60 days.

Earnest money due will be 20% of the purchase price.

#### **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 are selling subject to seller confirmation.

### **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: Oct. 28<sup>th</sup> 2021 Cavan Perry PC – Valdosta, GA – will close the property.

#### Survey

Buyer shall be responsible for the cost of the survey at closing. Tract 1: \$6,200 / Tract 2: \$2,000

### **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. 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.
- 6) Properties will transfer to high bidder via warranty deed.
- 7) 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.
- 8) All properties will close with a Limited Warranty Deed
- 9) All tracts are currently enrolled in the CUVA tax covenant. The buyer shall agree to continue these covenants upon purchase.

#### Any questions should be directed to:

Derry Bennett 229-561-0480 Rusty Lane: 478-455-1861 Brent Stephens 706-442-5513



## **ABOUT SOUTH AUCTION**

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