

# ONLINE AUCTION

The Sandersville Development Tract  
Sandersville, GA

89± Acres  
In 2 Tracts



**Rusty Lane**  
(478) 455-1861  
rusty@southauctiongroup.com

**BIDDING ENDS: MAY 31**



**SOUTH  
AUCTION**

**SouthAuction.com**

# ONLINE AUCTION

Washington County, Georgia



**SOUTH  
AUCTION**

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

**HELLO,**

South Auction is proud to present the Sandersville Development Tract. This property is located within the city limits of Sandersville, GA. We are offering this tract to the public via online auction and the bidding will conclude on May 31st, 2023.

This is the ideal property for future residential development! Centrally located and convenient to all amenities, makes this the ideal location for a future residential neighborhood. There is city water and sewer available, as well as R2 zoning already in place.

Please review the information provided in this packet and reach out to me with any questions. I will be glad to discuss this property and the auction process with you.

Sincerely,



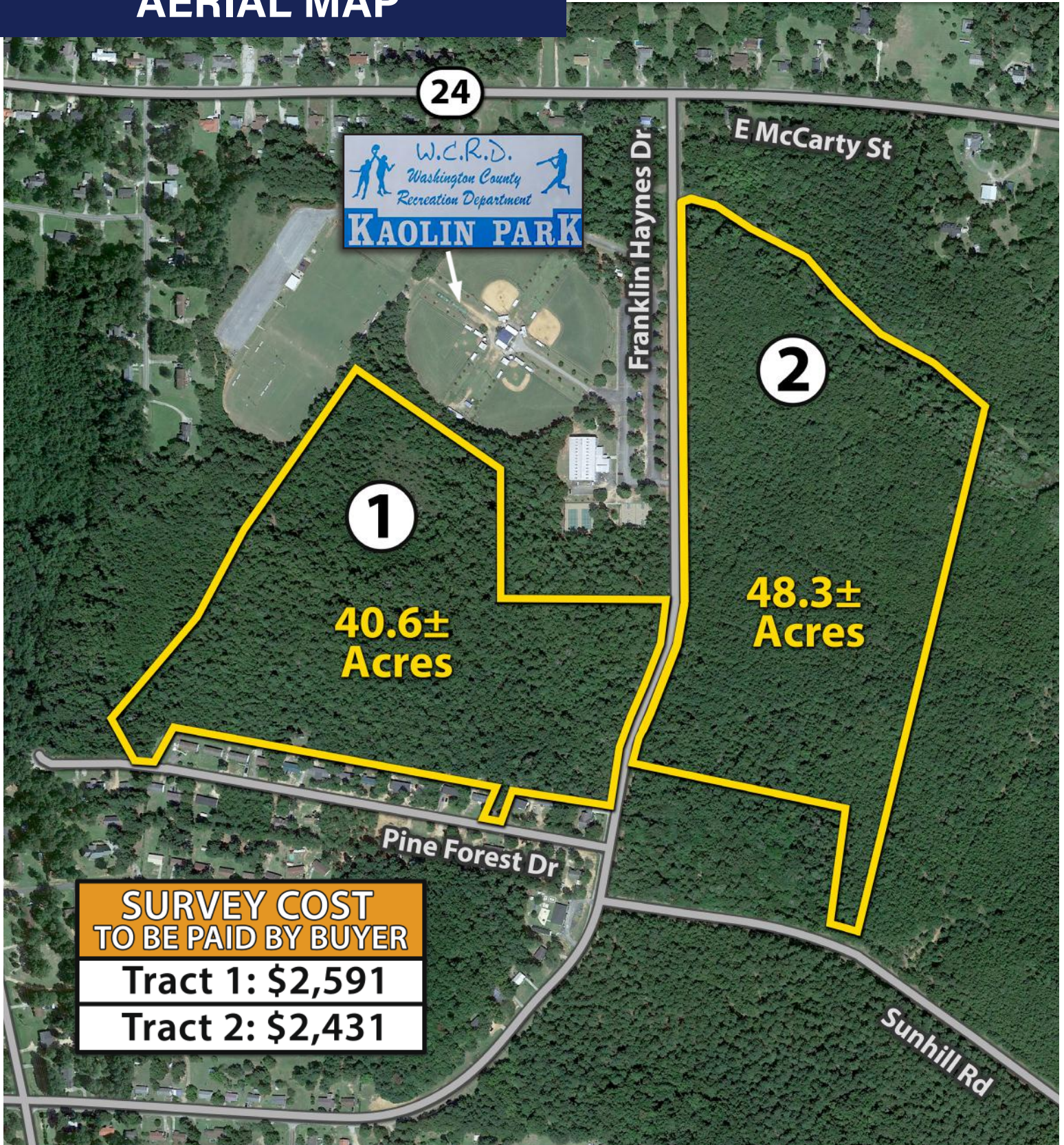
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**SOUTH  
AUCTION**

## AERIAL MAP



## SANDERSVILLE DEVELOPMENT PROPERTY

- Ideal for residential development within Sandersville City Limits
- Offered in two separate tracts or purchase both parcels totaling 88.95 acres
- Located directly across from the Washington Co. Recreation Fields
- City Water, Sewer, and Power Availability
- Located 30 miles from Milledgeville, 60 miles from Augusta, 34 miles to Dublin
- County Taxes: \$1,608 / City Taxes: \$364





## ABOUT SANDERSVILLE & WASHINGTON CO... THE KAOLIN CAPITAL OF THE WORLD!



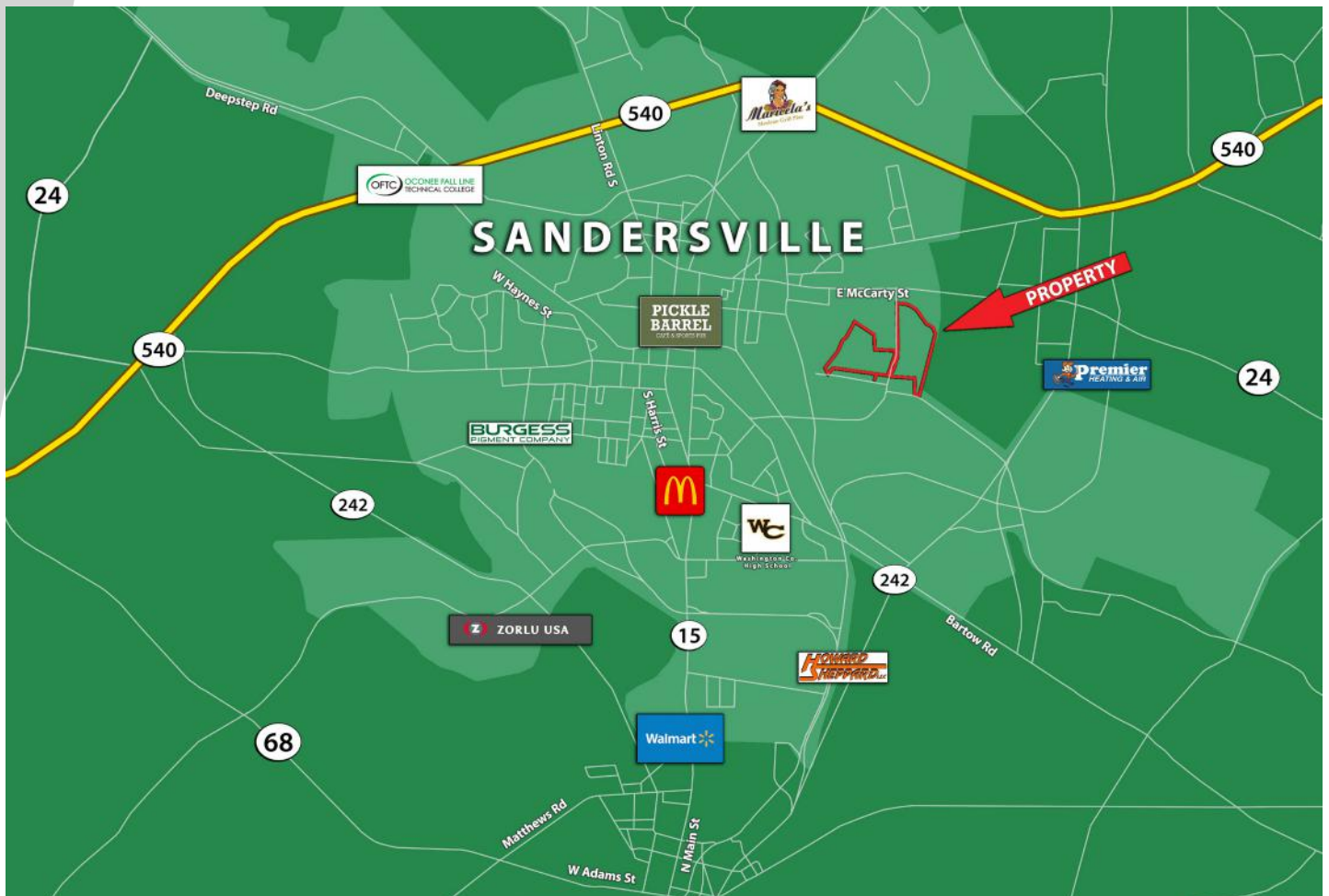
[Click Here](#)



[Click Here](#) [and Here](#)



[Click Here](#)



89± Acres  
In 2 Tracts

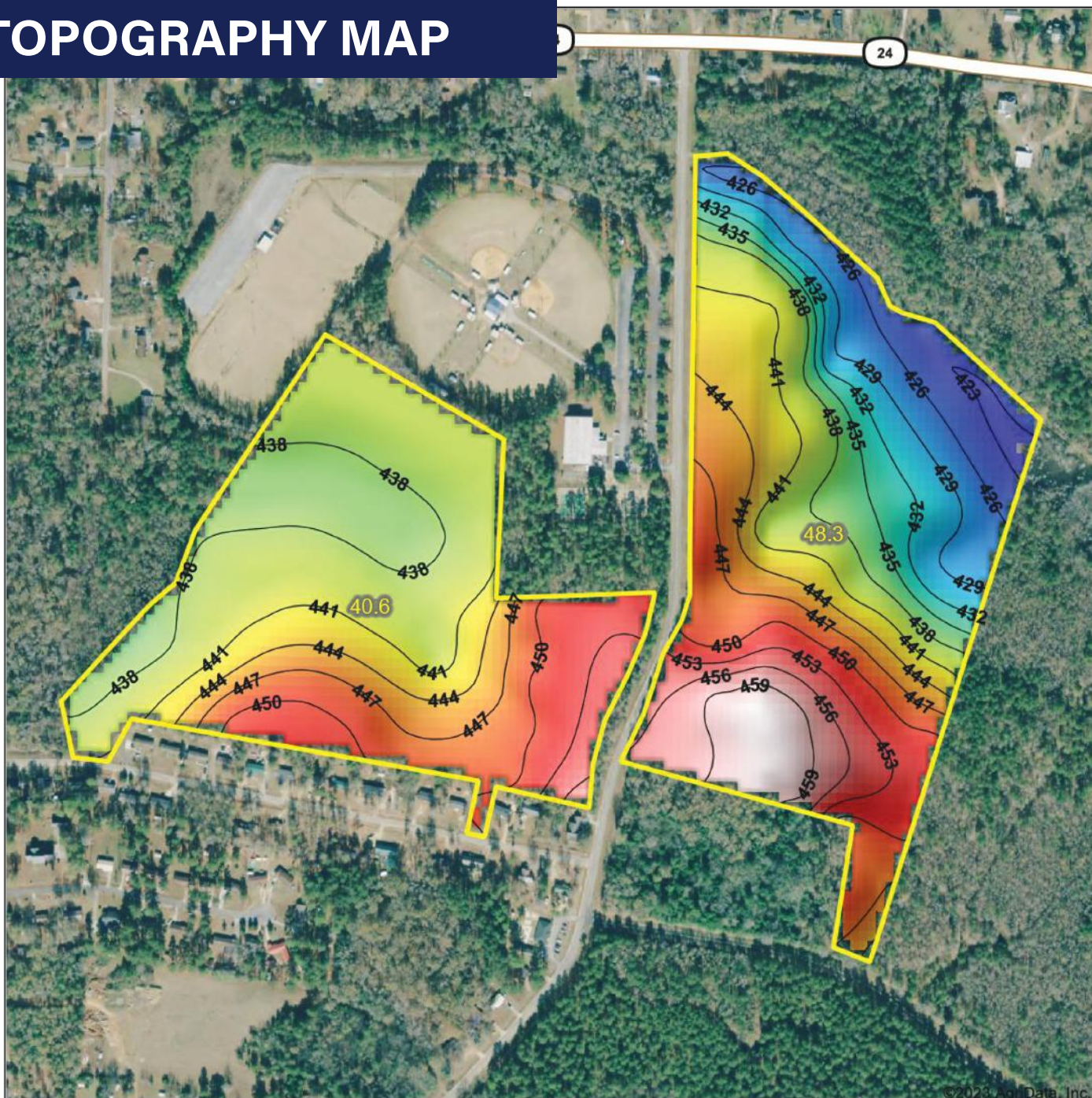


SOUTH  
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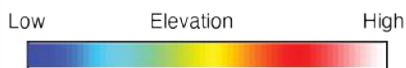
# WETLANDS MAP



## TOPOGRAPHY MAP



©2023 AgriData, Inc.



Source: USGS 10 meter dem  
Interval(ft): 3  
Min: 421.9  
Max: 461.0  
Range: 39.1  
Average: 441.9  
Standard Deviation: 8.73 ft



5/1/2023

Washington County  
Georgia

map center: 32° 58' 59.47, -82° 47' 18.48

Maps Provided By:  
  
CUSTOMIZED ONLINE MAPPING  
© AgriData, Inc. 2023 www.AgriDataInc.com



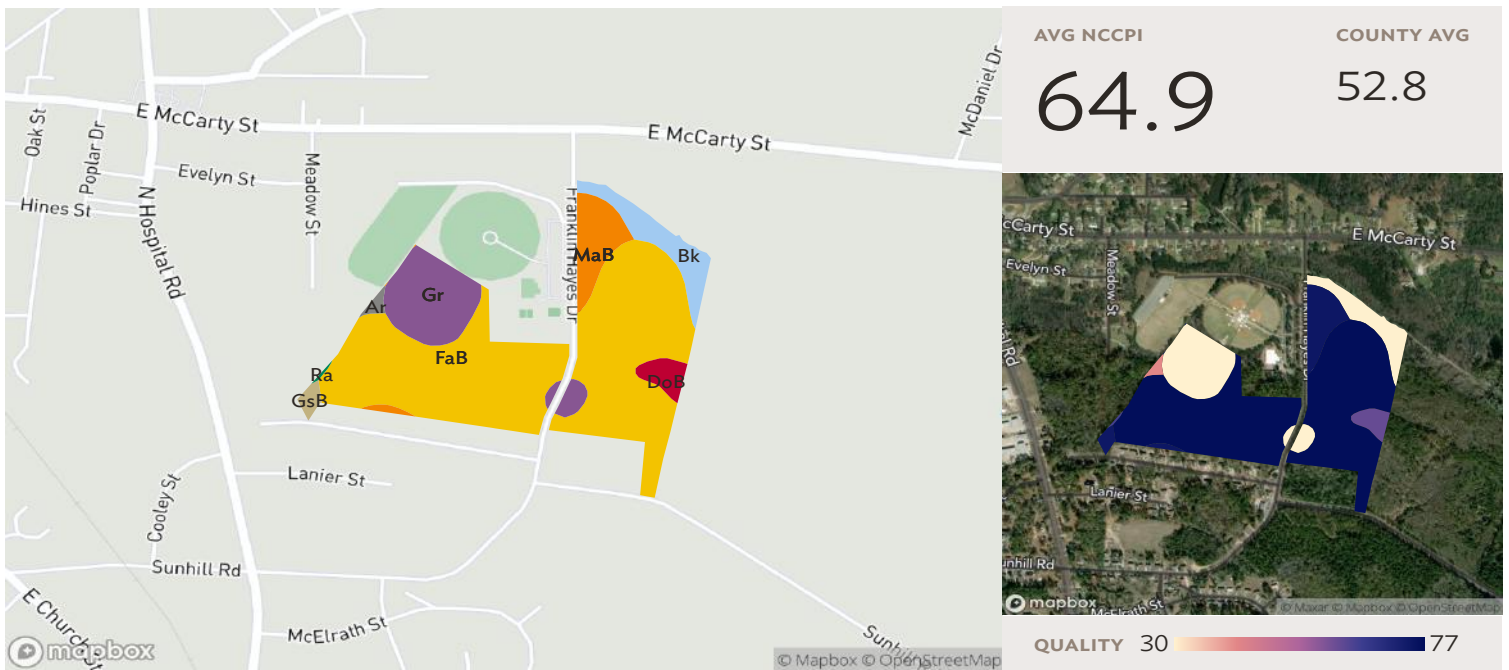
89± Acres  
In 2 Tracts



**SOUTH  
AUCTION**

# SOIL MAP

2 fields, 89 acres in Washington County, GA



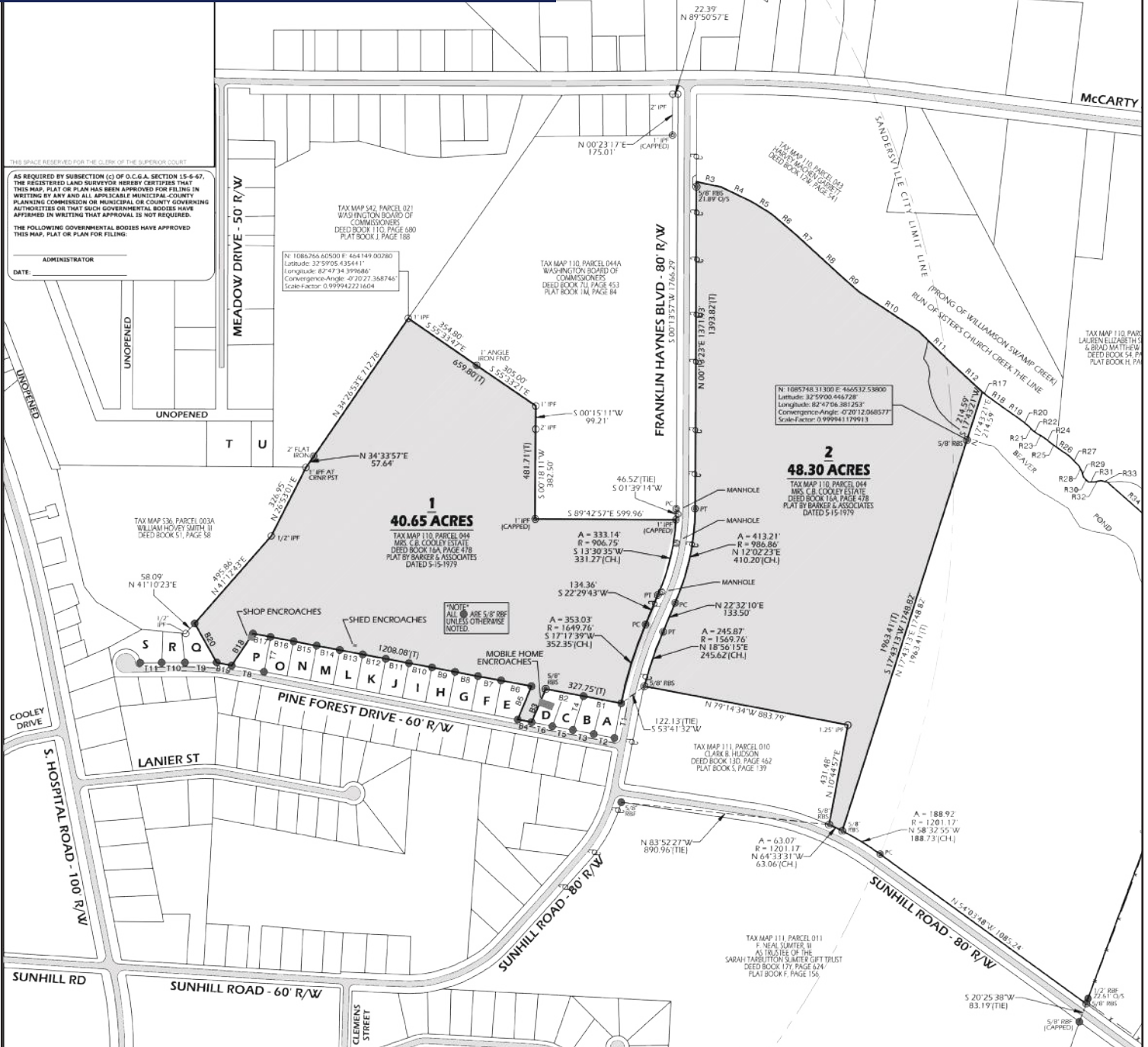
Source: NRCS Soil Survey

## All fields

89 ac.

SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
FaB	Faceville sandy loam, 2 to 5 percent slopes	57.61	68.9%	2	76.6
Gr	Grady loam, 0 to 2 percent slopes, frequently ponded	11.22	13.4%	5	18.9
MaB	Marlboro sandy loam, 2 to 5 percent slopes	5.75	6.9%	2	74.4
Bk	Kinston and Bibb soils, 0 to 2 percent slopes, frequently flooded	5.69	6.8%	6	30.0
DoB	Dothan loamy sand, 2 to 5 percent slopes	1.96	2.3%	2	60.8
GsB	Greenville sandy loam, 1 to 5 percent slopes	0.78	0.9%	2	74.2
Ar	Ardilla loamy sand, 0 to 2 percent slopes	0.48	0.6%	2	41.6

### 2023 SURVEY



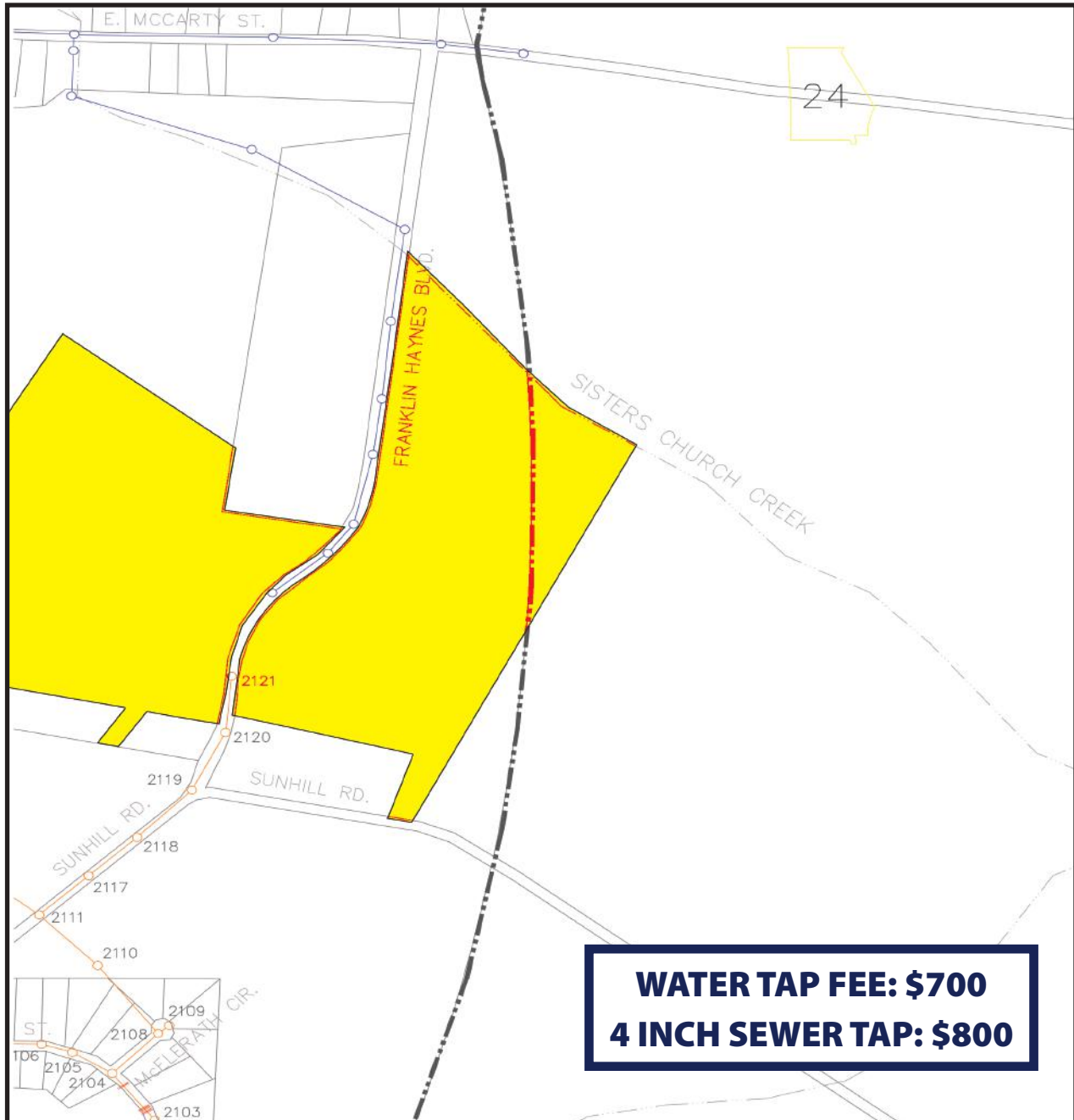
<p>IN MY OPINION THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED. THIS SURVEY WAS PREPARED IN CONFORMITY WITH THE TECHNICAL STANDARDS FOR PROPERTY SURVEYS IN GEORGIA AS SET FORTH IN CHAPTER 80-7 OF THE RULES OF THE GEORGIA BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS AND AS SET FORTH IN THE GEORGIA PLAT ACT O.C.G.A. 13-6-47</p> <p>GEORGE WILLIAM DONALDSON GA. REG. LAND SURVEYOR # 1970</p> <p>DATE: AUGUST 10, 2019</p>	<p><b>FIELD EQUIPMENT</b></p> <p>TOP CONG GPT 3005 WITH DATA COLLECTOR SOKKA 605x5 DUAL FREQUENCY GPS BASED AND ROVER</p>	<p><b>GRAPHIC SCALE - FEET</b></p> <p>0 300 600 900</p>	<p><b>DONALDSON SURVEYS</b></p> <p>616 West Moring St. P.O. Box 1138 Swainsboro, GA 30401 478-237-7339 • Fax 478-237-3456 email: wdsurvey@pineand.net</p>	<p><b>SURVEYOR'S NOTES:</b></p> <ul style="list-style-type: none"> <li>- SURVEYOR HAS MADE NO INVESTIGATION OR INDEPENDENT SEARCH FOR EASEMENT OF RECORDS, ENCUMBRANCES, RESTRICTIVE COVENANTS, OWNERSHIP TITLE EVIDENCE OR ANY OTHER FACTS THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE.</li> <li>- THE BEARINGS SHOWN ON THIS SURVEY WERE CALCULATED FROM A TRAVELISE USING FIELD ANGLES AND A SINGLE BASE BEARING. THE BEARINGS MAY DIFFER FROM PREVIOUS SURVEYS DUE TO MAGNETIC DECLINATION EVEN THOUGH THE PROPERTY LINES ARE THE SAME.</li> </ul>	<p><b>LEGEND</b></p> <ul style="list-style-type: none"> <li>CMF CONC. MARKER FOUND</li> <li>CMS CONC. MARKER SET</li> <li>BRH BRASS FOUND</li> <li>RBS REBAR SET</li> <li>IPF IRON PIPE OR PIN FOUND</li> <li>BRF BRASS FOUND</li> <li>PPR POWER POLE OR LIGHT POLE</li> <li>AS NOTED IN DRAWING</li> <li>PC POINT OF CURVATURE</li> <li>PL FENCE LINE</li> <li>PP POWER LINE</li> <li>C/S OFFSET</li> <li>BRK BROKEN</li> <li>FND FOUND</li> <li>R/W RIGHT OF WAY</li> <li>C/L CENTER LINE</li> <li>T/L PROPERTY LINE</li> <li>PC POINT OF CURVATURE</li> <li>PL FENCE LINE</li> <li>PP POWER LINE</li> </ul>
	<p><b>PRECISION DATA</b></p> <p>THIS SURVEY WAS COMPUTED USING A SOUKA 605x5 DUAL FREQUENCY GPS BASED AND ROVER. ALL POINTS COLLECTED WITH GPS HAD A POSITIONAL ACCURACY OF LESS THAN 0.03 RESIDUAL WITH 95% CONFIDENCE LEVEL. PLAT DATE: 11/20/2019</p>				

89± Acres  
In 2 Tracts



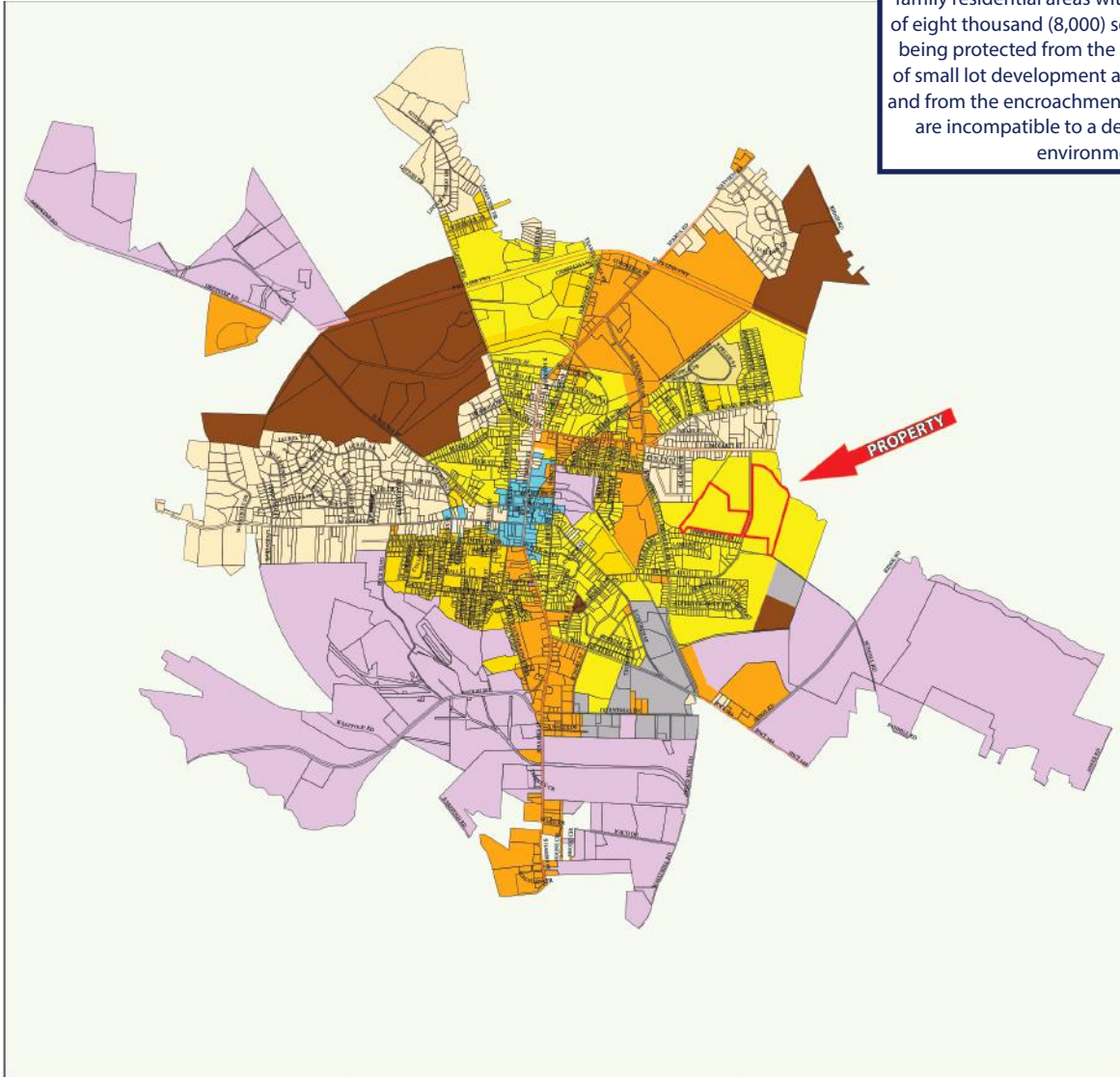
SOUTH  
AUCTION

## CITY WATER & SEWER ACCESS



## ZONING MAP

**R-2 single-family residential district.**  
 The purpose of this district is to provide single-family residential areas with minimum lot sizes of eight thousand (8,000) square feet, said areas being protected from the depreciating effects of small lot development and excessive density and from the encroachment of those uses which are incompatible to a desirable residential environment.



1 in = 1,400 ft

Legend	
<b>Zoning Code</b>	<b>Roads Road Type</b>
A-1 (Agricultural)	Local
C (Non-Conforming Commercial Use)	Private
C-1 (Central Business)	State Highway
C-2 (General Business)	Property Parcels
I-1 (Light Industrial)	
I-2 (Heavy Industrial)	
I/O (Institutional/Office)	
M (Non-Conforming Mobile Home)	
MF (Non-Conforming Multi Family)	
R (Non-Conforming Residential)	
R-1 (Single Family Residence)	
R-2 (Single Family Residence)	
R-3 (Multi-Family Residence)	
R-4 (Mobile Home Residence)	
SE (Special Exception)	





## TIMBER APPRAISAL

**Cooley Tr #1**  
**Volume and Value Summary**  
**Parcel #: (110 044)**  
**40.7 Acres**

**Timbered Acres**

**34.7 Acres**

Product	Tons	\$/Ton	Value
Pine Pulpwood	102	9.00	\$918.00
Pine Topwood	75	5.00	\$375.00
Hardwood Pulpwood	418	9.00	\$3,762.00
Hardwood Topwood	75	5.00	\$375.00
Pine Chip & Saw	43	20.00	\$860.00
Pine Sawtimber	496	28.00	\$13,888.00
Red Oak Logs	268	35.00	\$9,380.00
Mixed Hardwood Logs	34	32.00	\$1,088.00
<b>Total Tract Value</b>			<b>\$30,646.00</b>

## TIMBER APPRAISAL

**Cooley Tr #2**  
**Volume and Value Summary**  
**Parcel #: (110 044)**  
**48.3 Acres**

**Timbered Acres**

**47.3 Acres**

Product	Tons	\$/Ton	Value
Pine Pulpwood	769	9.00	\$6,921.00
Pine Topwood	46	5.00	\$230.00
Hardwood Pulpwood	287	9.00	\$2,583.00
Hardwood Topwood	64	5.00	\$320.00
Pine Chip & Saw	306	20.00	\$6,120.00
Pine Sawtimber	223	28.00	\$6,244.00
Red Oak Logs	28	35.00	\$980.00
Mixed Hardwood Logs	230	32.00	\$7,360.00
<b>Total Tract Value</b>			<b>\$30,758.00</b>

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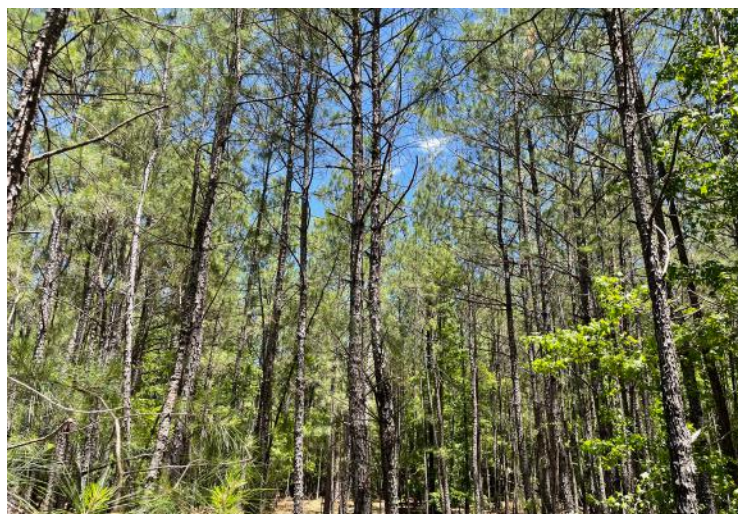
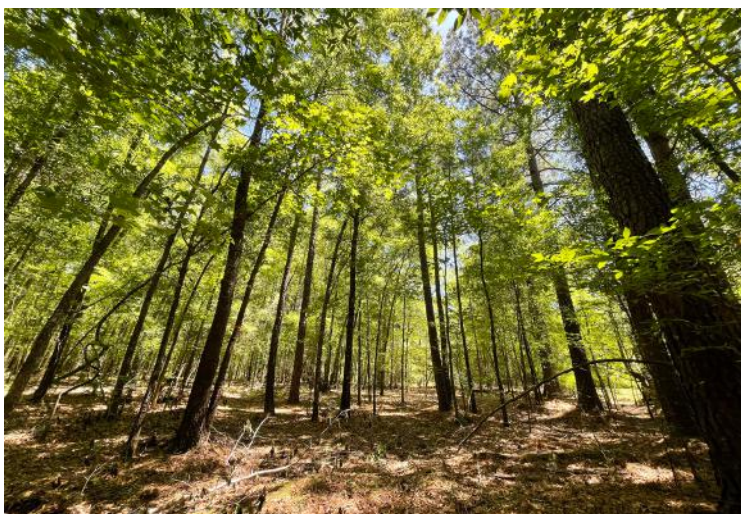


**SOUTH  
AUCTION**

## PROPERTY PHOTOS



## PROPERTY PHOTOS







# CONTRACT

## AUCTION REAL ESTATE SALES CONTRACT

As a result of the efforts of **South Auction, Inc (SA)**, herein, after 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 Washington County, GA, being all or a portion of that property being commonly identified on Tax Map 110 044 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: 88.9 acres - Franklin Haynes Blvd., Sandersville, GA**

1. 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 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** 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:**
    - 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.

## 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.



## 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, WHERE IS** with no implied or express warranties. For all purposes of this contract and the transaction described herein, the term “**AS IS, WHERE 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. **Purchaser** can unilaterally assign this contract to another buyer any time prior to closing. The **Purchaser** needs to send email notification to South Auction with the assignee's information. The **Seller's** signature is not required. This assignment does not release the **Purchaser** from his/her obligation to close this transaction.
13. **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 June 30, 2023. **Seller** can unilaterally extend contact 45 days without **Purchaser** or **Seller** signing a contract extension.

### CONTRACT

3. All closings shall be conducted by: Jason Davis PC - Sandersville, GA or an attorney of the **Purchaser's** choosing.
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.
6. **Property** is sold **“as is, where 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. **NOTICE --- Buyer(s) will be responsible for the survey costs at closing paid to Donaldson Survey, Swainsboro, GA. Tract 1: \$2,591 and Tract 2: \$2,431**

#### 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, Inc

Binding agreement date of contract

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

89± Acres  
In 2 Tracts



**SOUTH  
AUCTION**

## TERMS & CONDITIONS

**NOTICE – All bidders must read and agree to the terms and conditions prior to bidding. IF you are the winning bidder you are required to close on the property.**

**Please note:**

- **10% buyer's premium will be added to your final bid / \$1,500 minimum buyers premium in place**
- **20% earnest money down payment will be due upon purchase**
- **The BUYER will pay the closing cost**
- **If you are the winning bidder and do not close on the property you will be pursued in a court of law.**
- **The seller has the right to accept or deny the winning bid achieved on the auction.**

### **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 earnest money at the conclusion of the auction and will owe the remaining balance at closing within 45 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. **If a bidder is called or texted on the last day of the auction and does not respond to a text or call back their bidding privileges will be suspended until they have talked to an auction company representative.**

### **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. \$1,500 minimum buyers premium in place.

## TERMS & CONDITIONS

### **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. If a bidder is called on the last day or the auction and does not answer or call back their bidding privileges will be suspended until they have talked to an auction company representative.

### **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: June 30, 2023

**Closing Attorney:** Jason Davis PC – Sandersville, GA

### **Survey**

Buyer(s) will be responsible for the survey costs at closing paid to Donaldson Survey, Swainsboro, GA. Tract 1: \$2,591 and Tract 2: \$2,431

### **Broker Participation**

2% of South Auction's net 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](mailto:rusty@southauctiongroup.com).

89± Acres  
In 2 Tracts



**SOUTH  
AUCTION**

## TERMS & CONDITIONS

### **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. 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.

Any questions should be directed to:  
Rusty Lane: 478-455-1861

## ABOUT SOUTH AUCTION

We are a full service auction and real estate firm based in Swainsboro, Georgia. We serve clients all across the Southeast.

At South Auction, every day is unique and different. One day we may work on a million dollar real estate auction and the next day find ourselves sorting through an estate or prepping for a business liquidation. Whatever the situation, our staff is trained and capable to help you and your family. We evaluate every client's needs and determine how to best accomplish their objectives.

If you are considering selling real estate or personal property, we ask that you please give us a call.



**Left to Right:** Joe Lanier, Derry Bennett, Emily Conner, Alex Grovenstein, Bryan Neal, Lisa Peebles, Brent Stephens, Seth Durden, Tanya Lane, Rusty Lane