The STATESBORO WEST Tract







Auctioneer: Joe Lanier 912.531.7007





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

Hello,

South Auction is proud to offer the Statesboro West Tract on Miller St. Ext. This property is ideal for home sites, recreation, and hunting. Located only minutes from the 301 Bypass, this tract offers plenty of privacy but is very convenient to all of Statesboro. This property has a 60' easement that leads back to the property and we are offering the 45 acres in 3 tracts.

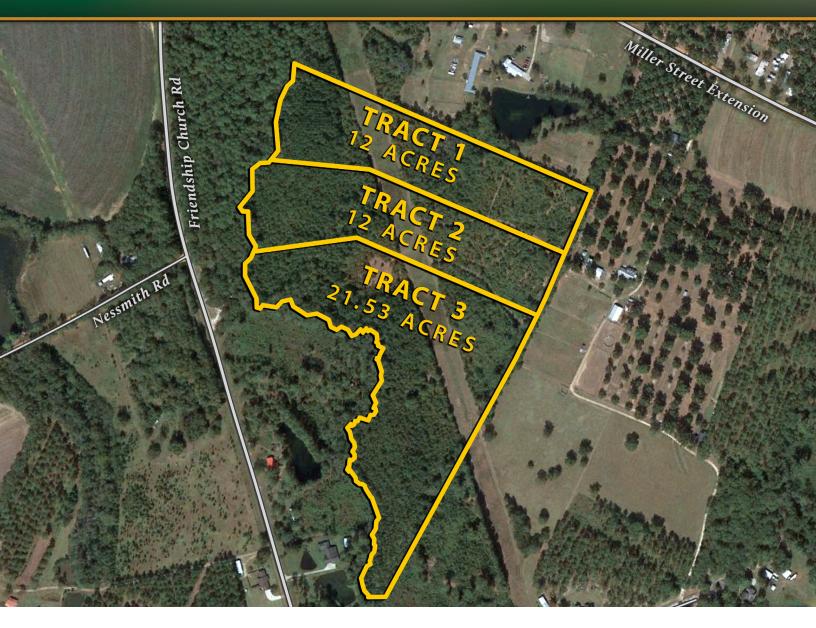
Bidders can purchase single parcels, combinations of tracts, or the property as the whole. Bidding will end on March 8th.

Please contact me anytime with questions about the property or the auction process.



Joe Lanier, Auction Manager (912) 531-7007 joe@southauctiongroup.com





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STATESBOROWEST 45[±]Acres Bulloch County, Georgia Tracts

STATESBORO WEST

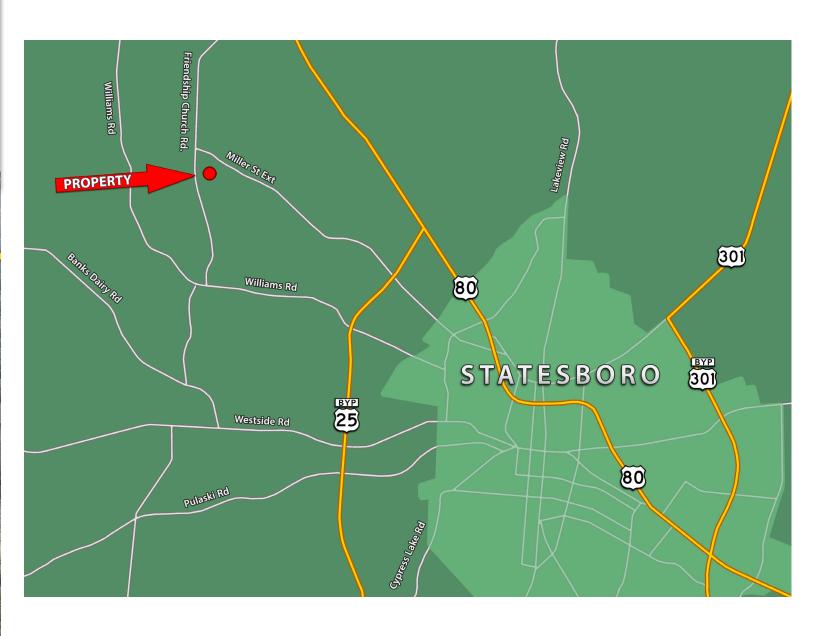
- **Great home sites convenient to Statesboro**
- **Zoned AG-5 / unrestricted land**
- Julia P. Bryant school district
- Perfect for hunting, recreation, and mini farms
- Easy access with 60' easement leading to property
- All lots have wet weather creek frontage





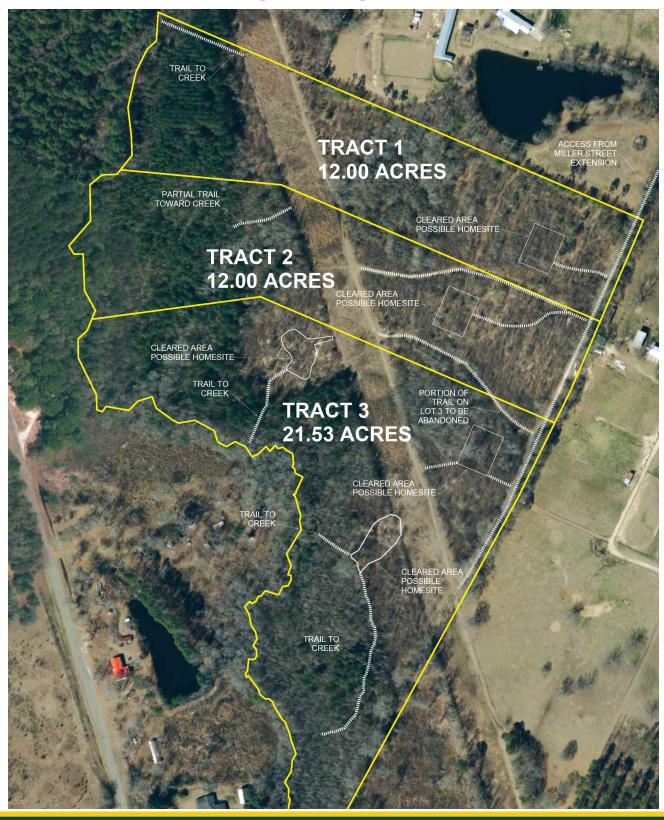


LOCATION MAP



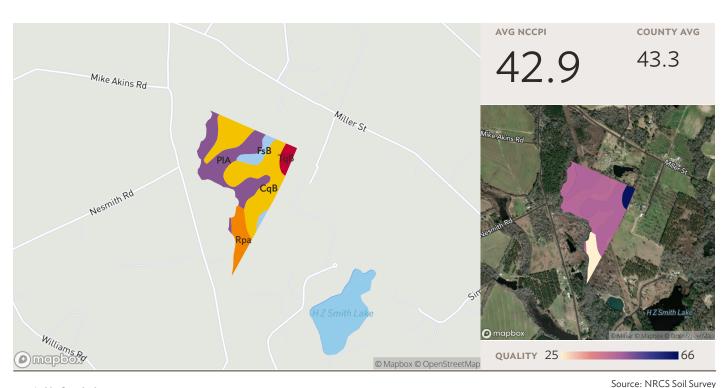
STATESBOROWEST 45[±]Acres In 3 Tracts

TRACT PARCEL MAP





SOILS MAP

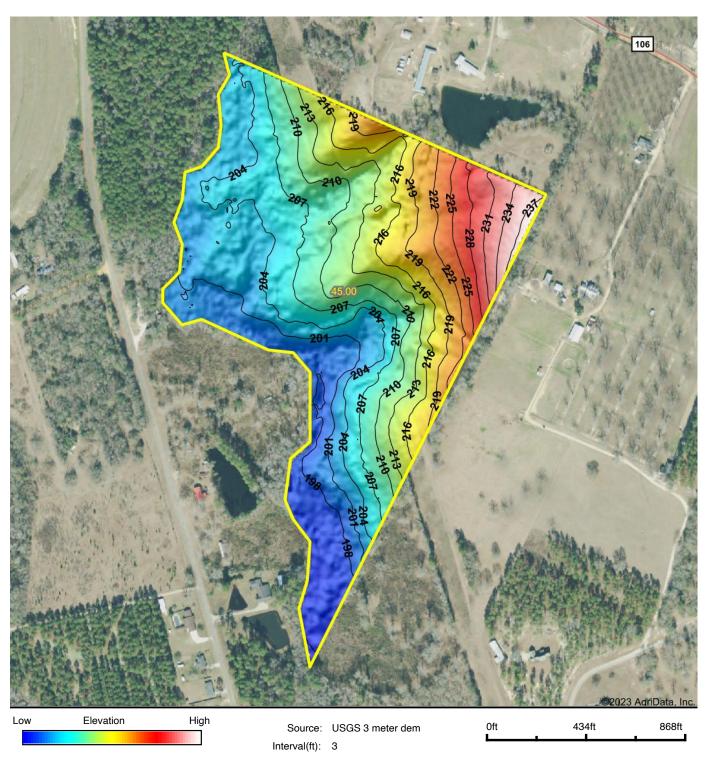


All fields

43 ac.

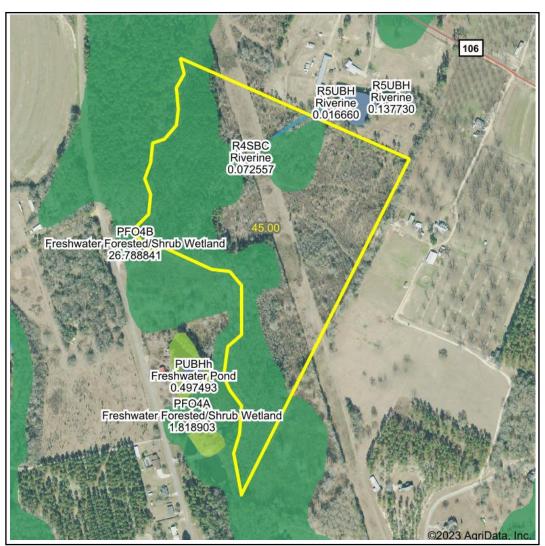
SOIL CODE	SOIL DESCRIPTION	ACRES PERC	ENTAGE OF FIELD	SOIL CLASS	NCCPI
CqB	Cowarts loamy sand, 2 to 5 percent slopes	19.77	45.7%	2	44.9
PIA	Pelham loamy sand	14.36	33.2%	5	43.7
Rpa	Rutlege and Portsmouth soils and alluvial land	4.39	10.2%	7	21.4
FsB	Fuquay loamy sand, 2 to 5 percent slopes	2.82	6.5%	2	42.8
TqB	Tifton loamy sand, 2 to 5 percent slopes	1.92	4.4%	2	64.6
		43.26			42.9

TOPOGRAPHY MAP





WETLANDS MAP





State: Georgia

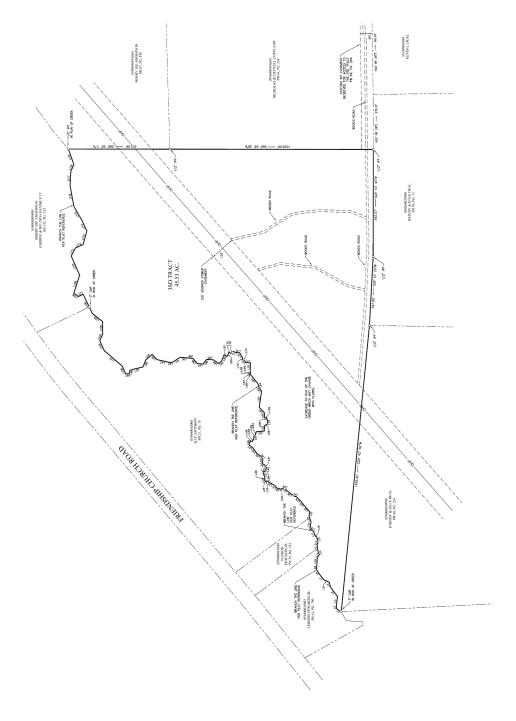
Location:

County: Bulloch
Township: Statesboro
Date: 2/10/2023



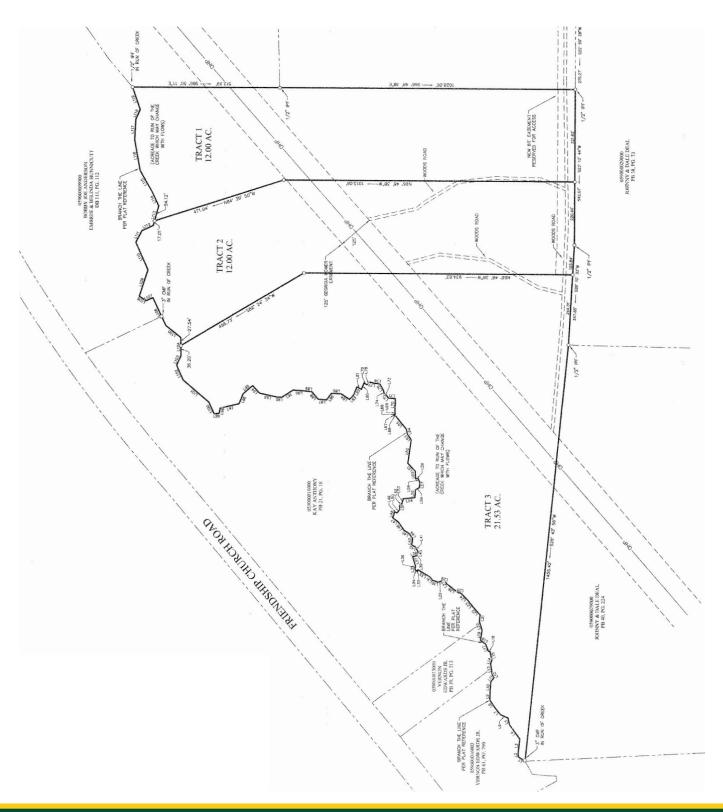
Classification Code	Туре	Acres
PFO1B	Freshwater Forested/Shrub Wetland	9.37
PFO1/4A	Freshwater Forested/Shrub Wetland	5.54
PFO4B	Freshwater Forested/Shrub Wetland	3.47
PFO1A	Freshwater Forested/Shrub Wetland	2.71
R4SBC	Riverine	0.18
	Total Acres	21.27

PLAT MAP 1



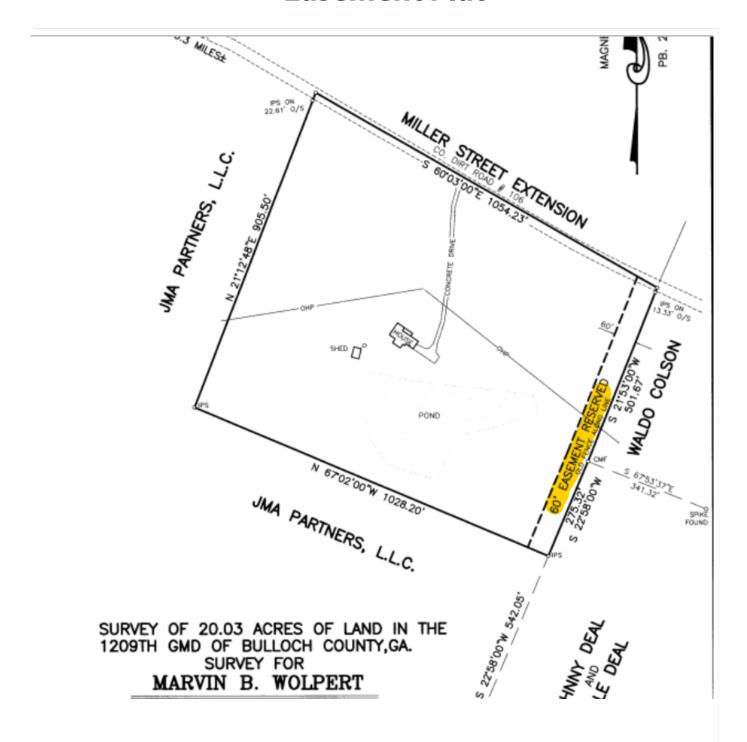


PLAT MAP 2





Easement Plat



LEGAL DESCRIPTION

EXHIBIT "A"

PORTION OF TAX MAP/PARCEL 059 000009A 000:

All that certain lot, tract or parcel of land situate, lying and being in the 1209th G. M. District of Bulloch County, Georgia containing 45.53 acres, more or less, according to a plat of survey dated October 5, 2022 prepared by Hussey Gay Bell, for 3SD Investments, LLC, recorded in Plat Book 69, Page 189, Bulloch County, Georgia Real Estate Records. The aforesaid plat and the description thereon are hereby incorporated in this description and made a part hereof.

EASEMENT LEGAL DESCRIPTION

Grantor, conveys a non-exclusive, non-commercial, perpetual 60' easement for the purpose of ingress and egress from Miller Street Extension to Grantee's property.

All that certain lot, tract or parcel of land situate, lyinh and being in the 1209th G. M. District, Bulloch County, Georgia, and being designated as 20.03 acres, as shown on a plat of survey for Marvin B. Wolpert, prepared by Donald W. Marsh & Associates, Surveyor, dated August 12, 2009, and recorded in Plat Book (14), Page (2014) Bulloch County, Georgia.

Said recorded plat is by reference incorporated in this description.

Said property is conveyed subject to all covenants, restrictions, and easements of record, if any.

This is the same property conveyed from Joseph A. Anderson and Mabry A. Simonetti to JMA Partners, LLC by Warranty Deed dated January 1, 2005, and recorded in Deed Book 1519, Page 147-149, Bulloch County, Georgia, Records.

This property is a portion of Bulloch County Map 59-9A and was returned for ad valorem taxes under Bulloch County Tax Commissioner Account No. R313417005.



PROPERTY PHOTOS







STATESBORO WEST 45[±]Acres Bulloch County, Georgia Tracts

PROPERTY PHOTOS















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.

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

TERMS & CONDITIONS - CONTINUED

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: April 14, 2023 **Closing Attorney:** Charlie McCook PC, Statesboro, GA

Survey

The Statesboro West tract will not require a survey whether it is sold divided or as a whole. The survey that is supplied in our property info packet shall be recorded at closing.

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.

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

Property is being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied.

- 1. Property is open to public inspection, and it is the bidders' responsibility to determine condition.
- 2. South Auction, nor the seller, guarantees that each auction sign is accurately placed on the property being sold.
- 3. All acreage reference in brochure, signs and online are estimated acres.
- 4. No personal property is included with any property, unless specifically stated.
- 5. 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. 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.
- 7. All properties will close with a General Warranty Deed.
- 8. NOTICE ---- Property is currently enrolled in the CUVA tax covenant. This covenant will expire on Dec. 31, 2025. Purchaser agrees to continue this covenant at closing.

Any questions should be directed to:

Joe Lanier: 912-531-7007

Rusty Lane: 478-455-1861



REAL ESTATE SALES CONTRACT



338 East Main Street, Swainsboro, GA 30401 478-455-1861

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 _Bulloch County__, GA, being all or a portion of that property being commonly identified on Tax Map _ 059 000009A000__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: 45.5 acres - Miller Street Extension, Statesboro, 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 Premuim (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.

SALES CONTRACT - CONTINUED

- ii. **Disbursement of Earnest Money**: **Auctioneer** is authorized to disburse the earnest money upon the following events:
 - 1. The Closing of the Transaction;
 - 2. A subsequent written agreement between Purchaser, Seller, and Auctioneer;
 - An order of a Court or Arbitrator having jurisdiction over any dispute involving the earnest money;
 - 4. Failure of **Purchaser** to consummate the transaction due to **no** fault of **Seller**;
 - 5. Failure of the **Purchaser** to consummate the transaction due to fault of **Seller**;
 - 6. **Auctioneer** may disburse the earnest money upon a reasonable interpretation of the agreement, provided the Auctioneer first gives all parties at least 10 days written notice stating to whom and why the disbursement will be made. Any party may object to the proposed disbursement by giving written notice of the same to **Auctioneer** within the 10 day notice period. Objections not timely made in writing shall be deemed waived. If Auctioneer receives an objection and, after considering it, decides to disburse the earnest money as originally proposed, Auctioneer may do so and send notice to the Parties of Auctioneer's action. If Auctioneer decides to modify its proposed disbursement, Auctioneer shall first send a new 10 day notice to the Parties stating the rationale for the modification and to whom their disbursement will now be made. Should the earnest money be paid to Seller, Auctioneer shall tender said earnest money to Seller by check, in the event Auctioneer: (1) Makes a reasonable interpretation of the agreement that the agreement has been terminated due to Purchaser's default and (2) sends the required 10 day notice of the proposed disbursement to **Purchaser** and **Seller**. If the check is accepted and deposited by Seller, it shall constitute liquidated damages in full settlement of all claims of Seller against Purchaser and Auctioneer in this transaction. Such liquidated damages are a reasonable pre-estimate of Seller's actual damages, which damages are difficult to ascertain and are not a penalty. Nothing herein shall prevent the Seller from declining the tender of the earnest money by the Auctioneer. In such event, the Parties hereto release and discharge Auctioneer from any claims against Auctioneer related to the earnest money and shall not seek damages from Auctioneer by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (Provided, however, Seller shall not be relieved of its obligation to pay a commission to Auctioneer as set forth in both this agreement and the Real Estate Auction Agreement.) Should the earnest money be refunded to Purchaser after Auctioneer: (1) makes a reasonable interpretation of the agreement that the agreement has been terminated due to Seller's default, and (2) sends the required 10-day notice of the proposed disbursement to Seller and Purchaser. If the check is accepted by Purchaser, it shall constitute a full, complete, and final settlement of all claims of Purchaser against Seller and Auctioneer in this transaction. In such event, the Parties hereto release and discharge Auctioneer from all claims Purchaser might have against Auctioneer related to the earnest money and shall not seek damages from Auctioneer by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder. (Seller shall not be relieved of its obligation to pay a commission to Auctioneer as set forth in this agreement and the Real Estate Auction Agreement provided the earnest money is returned to Purchaser and closing does not take place due to fault of Seller; or
 - 7. If any dispute arises between **Purchaser** and **Seller** as to the final disposition of all or part of the earnest money, **Auctioneer** may, in its sole discretion, notify **Purchaser** and **Seller** in writing that **Auctioneer** is unable to resolve such dispute and may interplead all or any disputed part of the earnest money into court, whereupon **Auctioneer** shall be discharged from any further liability with respect to the earnest money deposit and shall be entitled to recover its fees and expenses, including attorneys' fees in connection with said interpleader from the earnest money. In such event, the parties hereto release and discharge **Auctioneer** from any claims against **Auctioneer** related to the earnest money and shall not seek damages from **Auctioneer** by reason thereof or by reason of any other matter arising out of this contract or the transaction contemplated hereunder.



SALES CONTRACT - CONTINUED

- 3. Both Purchaser and Seller shall indemnify Auctioneer for and hold harmless Auctioneer from any costs, losses, liabilities, or expenses, including attorney fees resulting from Auctioneer being named as a party to any legal action resulting from either Purchaser's or Seller's failure to fulfill any obligations and undertakings as set forth in this Contract. Further, the Parties shall not bring legal action against Auctioneer for any decision of Auctioneer to disburse the earnest money in accordance with the agreement set forth herein.
- 4. **Seller** warrants that **Seller** presently has marketable title to said **Property**, and at the time the sale is consummated agrees to convey good and marketable title to said **Property** to **Purchaser** by General Warranty Deed, subject only to (1) zoning ordinances affecting said **Property**, (2) general utility easements of record servicing said **Property**, (3) subdivision restrictions of record, and (4) leases, other easements, other restrictions, and encumbrances affecting the **Property**.
- 5. Purchaser shall have reasonable time after date hereof in which to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Any such objections shall be made known to Seller at least five days prior to closing. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections and, if Seller fails to satisfy such valid objections within a reasonable time, then at the option of Purchaser, evidenced by written notice to Seller, this contract shall be null and void, and Purchaser's earnest money shall be returned.
- 6. **Seller** and **Purchaser** agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.
- 7. Seller and Purchaser agree that Purchaser is buying this property AS IS, 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

- 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.
- Sale shall be closed on or before _April 14th, 2023____. Seller can unilaterally extend contact 45 days without Purchaser or Seller signing a contract extension.

SALES CONTRACT - CONTINUED

- 3. All closings shall be conducted by: _Justin Franklin PC, Metter, 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!!

<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 purchainstitution:	ased (cash, financed). If you plan to finance, give all information on financial
Signature: George R. Lane SOUTH AUCTION, Inc	Binding agreement date of contract

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



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 propring for a business.

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