

# FLAT FORD ROAD TRACT

Excellent Home Sites, Timber & Recreation Property

Flat Ford Road, Sparks Georgia

**48<sup>±</sup>  
ACRES**

Offered in 5 Tracts

**Cook County  
Georgia**



**SOUTH  
AUCTION**

**SouthAuction.com**

**ONLINE ONLY AUCTION**

**Bidding Ends: November 9<sup>th</sup> • 12 Noon**

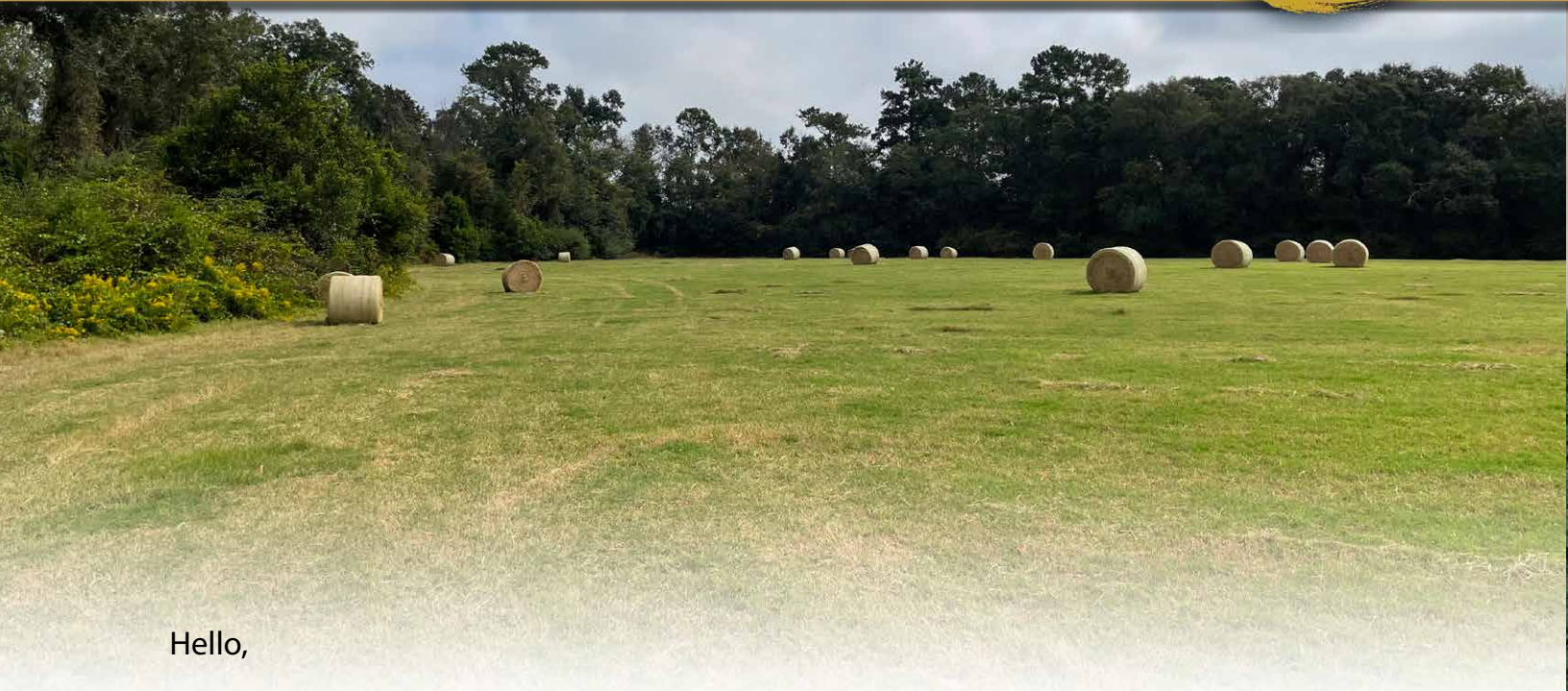
Auction Manager:  
Derry Bennett (229) 461-.480  
derrybennett@gmail.com





# FLAT FORD ROAD TRACT

Flat Ford Road, Sparks Georgia | Cook County



Hello,

South Auction is proud to offer the Flat Ford Road tract in Sparks, GA. The property is located on a quiet dirt road only 9 miles from Adel, GA. The tract offers mature planted pines, an 11 acre hay field, numerous home sites, and great opportunities for recreational use.

The parcel is offered in 5 tracts. Bidders can bid on single parcels, combinations, and the property as a whole. The bidding will end on Nov. 9 at 12 noon. If you have any questions about the property or auction process please reach out to me.

Sincerely, Derry Bennett



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



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



**Bidding Ends: November 9<sup>th</sup> • 12 Noon**



**SOUTH  
AUCTION**



**SURVEY COSTS**

Tract 1	8.7 Acres	\$425
Tract 2	13.3 Acres	\$575
Tract 3	20.6 Acres	\$800
Tract 4	2.66 Acre	No Cost
Tract 5	3.074 Acres	No Cost

IF tracts 1,2,3 sell together there will be no survey cost; No survey cost on tract 4 and tract 5

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Flat Ford Road, Sparks Georgia | Cook County

**48<sup>±</sup>  
ACRES**

## FLAT FORD ROAD

- 11 acre hay field
- Mature planted pines
- Excellent dirt road frontage
- Located 9 miles from Adel and 19 miles from Tifton, GA
- Back of property borders nice hardwood creek bottom



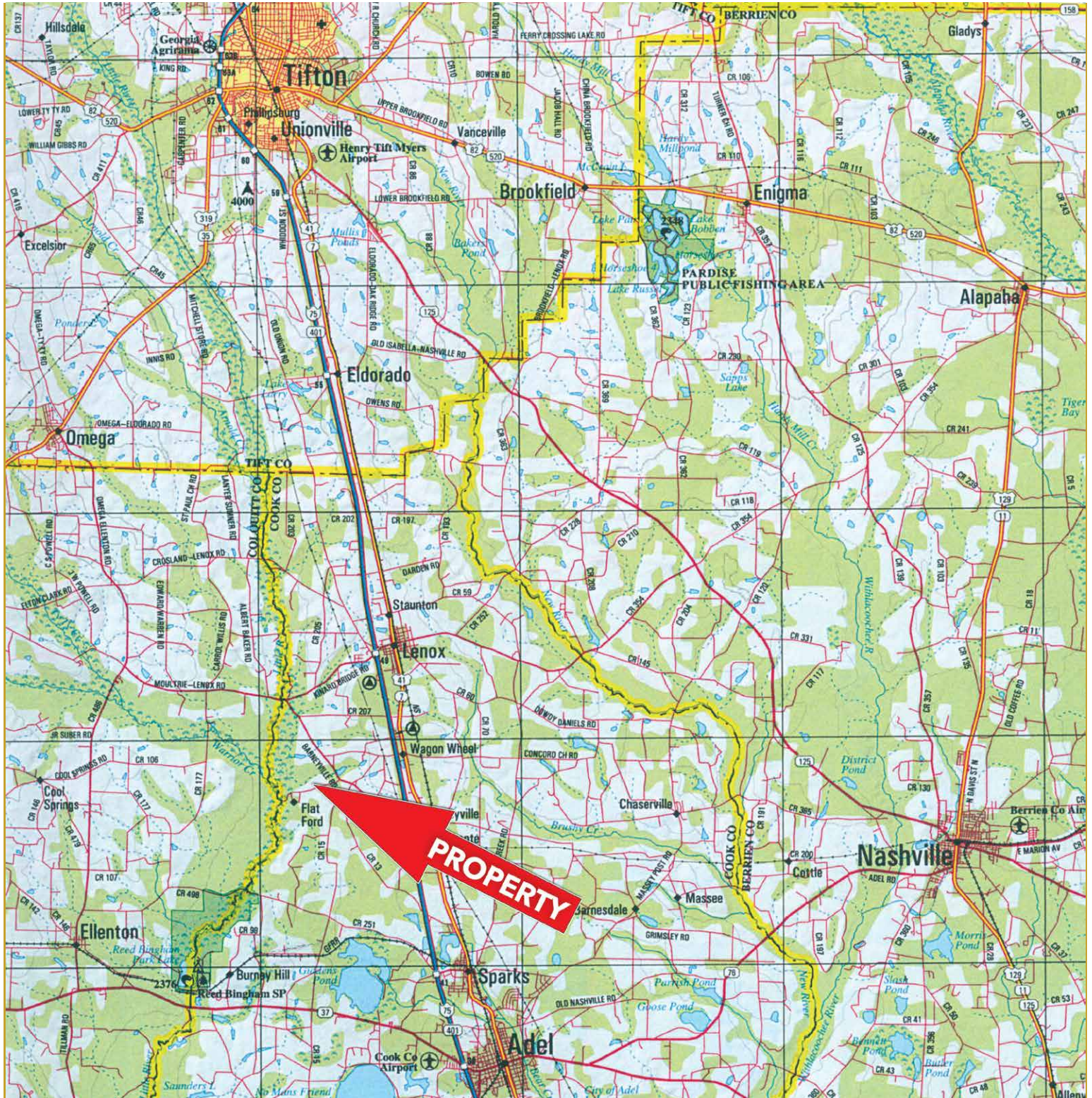


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**SOUTH  
AUCTION**

## LOCATION MAP



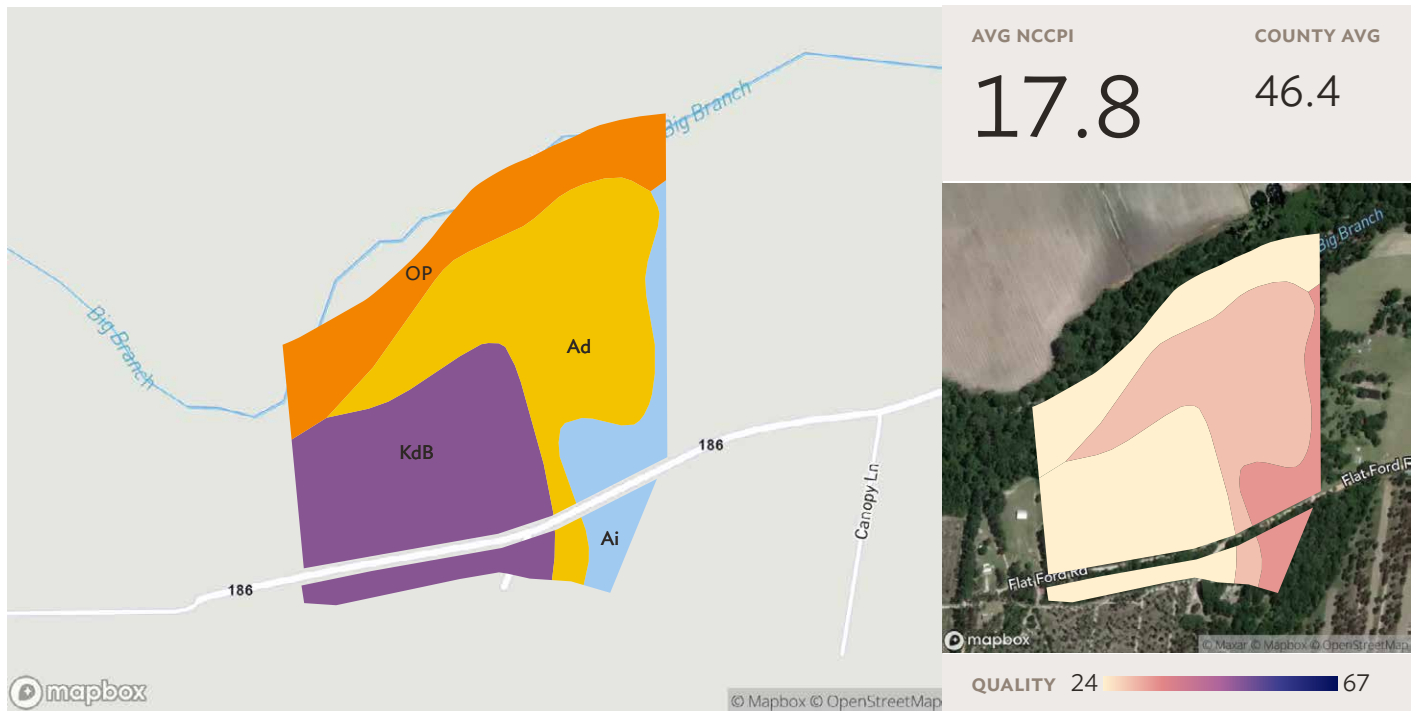


# FLAT FORD ROAD TRACT

Flat Ford Road, Sparks Georgia | Cook County



## SOILS MAP



All fields

Source: NRCS Soil Survey

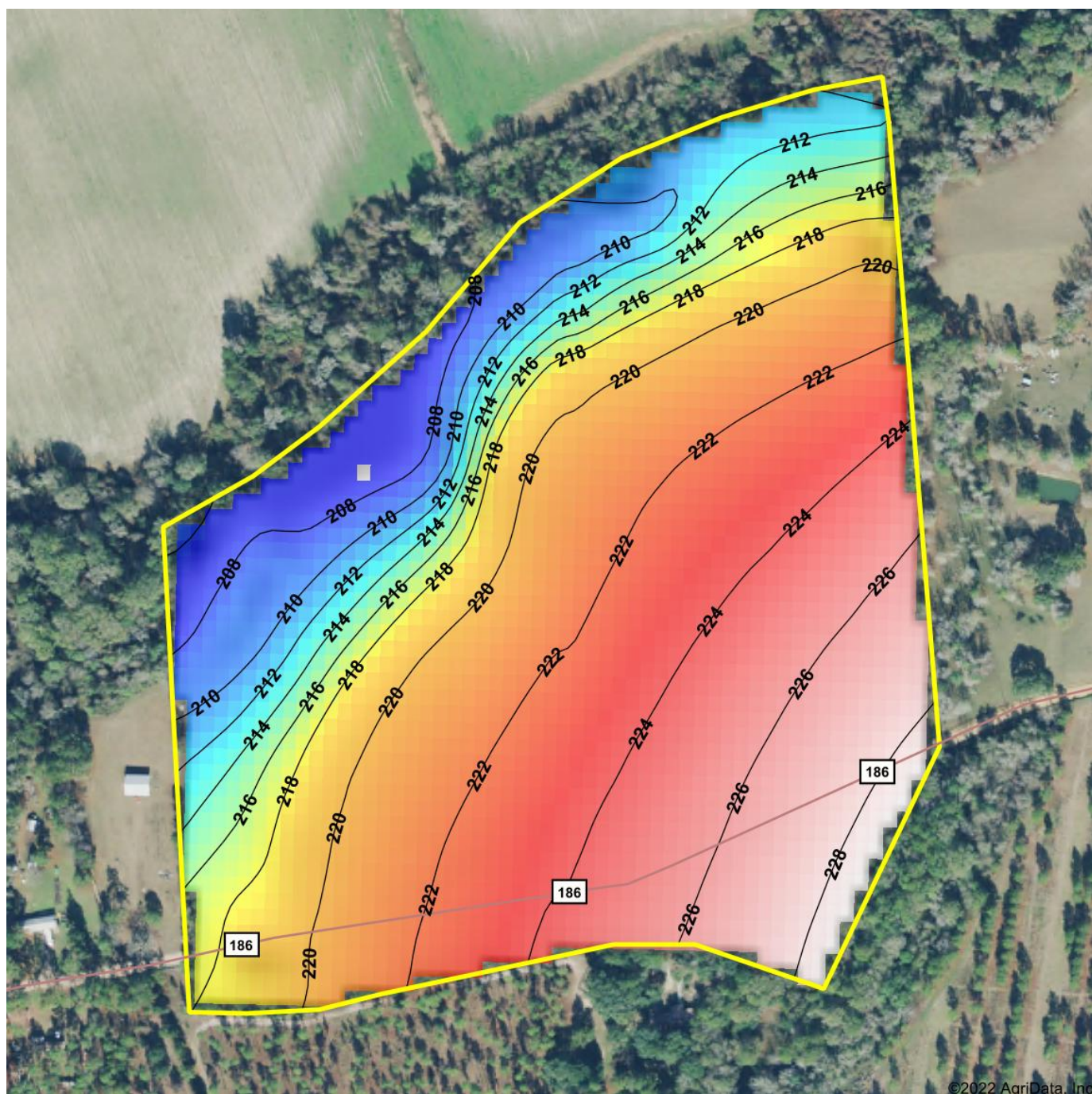
SOIL CODE	SOIL DESCRIPTION	ACRES	PERCENTAGE OF FIELD	SOIL CLASS	NCCPI
Ad	Albany sand, 0 to 2 percent slopes	18.59	36.1%	3	28.9
KdB	Kershaw sand, 0 to 5 percent slopes	17.79	34.5%	7	N/A
OP	Osier-Pelham complex, 0 to 2 percent slopes, frequently flooded	9.76	18.9%	5	20.6
Ai	Alapaha loamy sand, 0 to 2 percent slopes, occasionally flooded	5.40	10.5%	5	33.2
<b>51.54</b>					<b>17.8</b>

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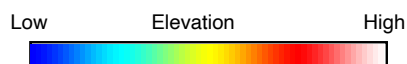


**SOUTH  
AUCTION**

## TOPOGRAPHY MAP



©2022 AgriData, Inc.



Source: USGS 10 meter dem  
Interval(ft): 2

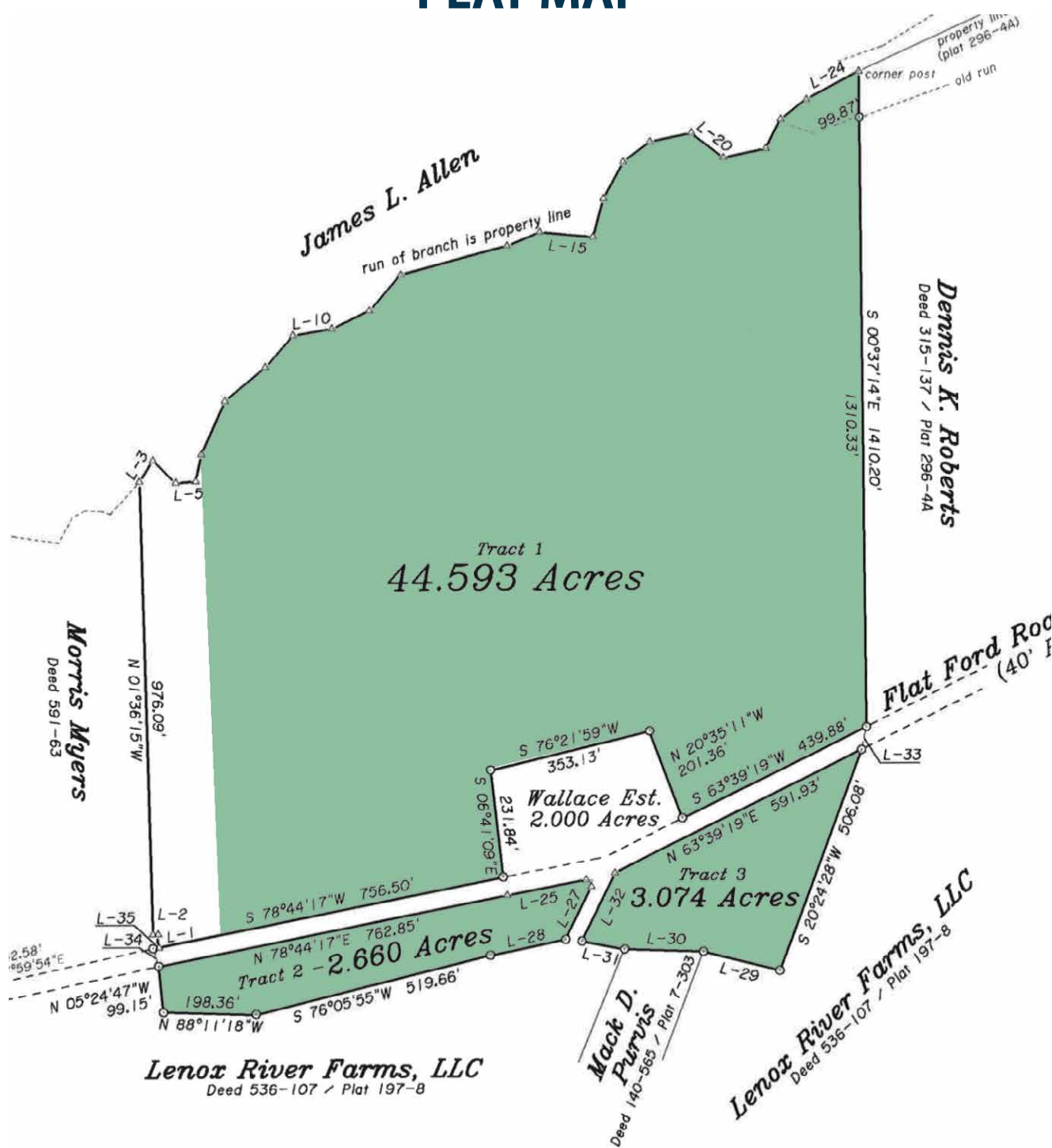
0ft 333ft 666ft

A horizontal scale bar with three segments, labeled 0ft, 333ft, and 666ft.



## Flat Ford Road, Sparks Georgia | Cook County

## PLAT MAP





**Bidding Ends: November 9<sup>th</sup> • 12 Noon**



**SOUTH  
AUCTION**

## PARCEL MAP





# FLAT FORD ROAD TRACT

Flat Ford Road, Sparks Georgia | Cook County

**48<sup>±</sup>  
ACRES**

## PROPERTY PHOTOS

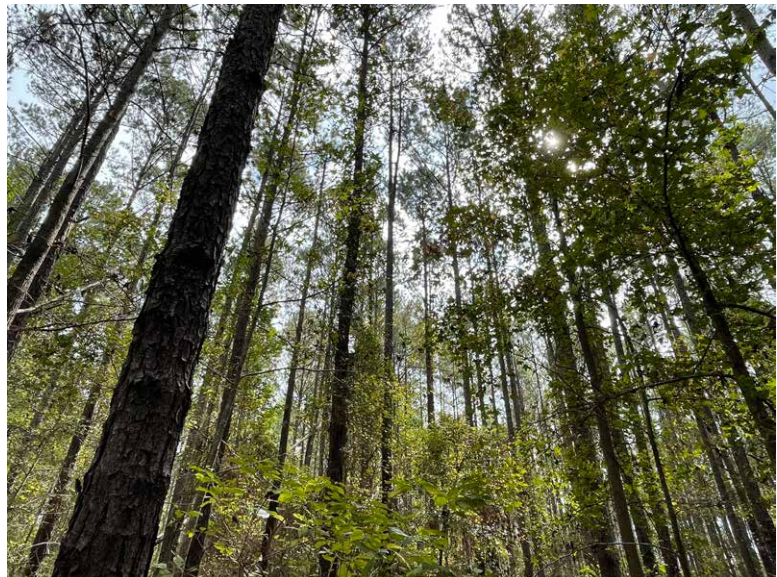




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## PROPERTY PHOTOS





# FLAT FORD ROAD TRACT

Flat Ford Road, Sparks Georgia | Cook County



## 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 of 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: Dec. 16, 2022

**Closing Attorney:** Lea Hazel PC – Adel, GA

### Survey

If there is a survey required to close these properties. The survey will be conducted by **Greg Carter**

**Carter Surveying, LLC - Willacoochee, Ga (912) 534-5065. Please see survey costs on website and in the property information packet.**

### 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).

### 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 General Warranty Deed

Any questions should be directed to:

Derry Bennett: 229-561-0480

Rusty Lane: 478-455-1861



# FLAT FORD ROAD TRACT

Flat Ford Road, Sparks Georgia | Cook County



## 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   Cook County  , GA, being all or a portion of that property being commonly identified on Tax Map   Portion of 0011 007   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: 43+/- acres - Flat Ford Road, Sparks, 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**;
  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.



# FLAT FORD ROAD TRACT

Flat Ford Road, Sparks Georgia | Cook County



## SALES CONTRACT - CONTINUED

3. Both **Purchaser** and **Seller** shall indemnify **Auctioneer** for and hold harmless **Auctioneer** from any costs, losses, liabilities, or expenses, including attorney fees resulting from **Auctioneer** being named as a party to any legal action resulting from either **Purchaser's** or **Seller's** failure to fulfill any obligations and undertakings as set forth in this Contract. Further, the Parties shall not bring legal action against **Auctioneer** for any decision of **Auctioneer** to disburse the earnest money in accordance with the agreement set forth herein.
4. **Seller** warrants that **Seller** presently has marketable title to said **Property**, and at the time the sale is consummated agrees to convey good and marketable title to said **Property** to **Purchaser** by General Warranty Deed, subject only to (1) zoning ordinances affecting said **Property**, (2) general utility easements of record servicing said **Property**, (3) subdivision restrictions of record, and (4) leases, other easements, other restrictions, and encumbrances affecting the **Property**.
5. **Purchaser** shall have reasonable time after date hereof in which to examine title and to furnish **Seller** with a written statement of objections affecting the marketability of said title. Any such objections shall be made known to **Seller** at least five days prior to closing. **Seller** shall have reasonable time after receipt of such objections to satisfy all valid objections and, if **Seller** fails to satisfy such valid objections within a reasonable time, then at the option of **Purchaser**, evidenced by written notice to **Seller**, this contract shall be null and void, and **Purchaser's** earnest money shall be returned.
6. **Seller** and **Purchaser** agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties at the time the sale is consummated.
7. **Seller** and **Purchaser** agree that **Purchaser** is buying this property AS IS with no implied or express warranties. For all purposes of this contract and the transaction described herein, the term "AS IS" shall mean only that the property has not been destroyed or substantially damaged prior to closing. For the purposes of this agreement and the transaction described herein, the term "destroyed or substantially damaged" shall mean that the cost to repair the Property is equal to or greater than fifty percent (50%) of the Purchase Price. In the event that the Property is destroyed or substantially damaged, then at the election of the Purchaser: (a) the contract may be cancelled, or (b) Purchaser may consummate the contract and receive such insurance proceeds as may be paid on the claim of loss. This election is to be exercised within ten (10) days after the amount of Seller's damage is determined.
8. **Auctioneer** makes no representation or warranty as to fitness or merchantability of title to the above described **Property**. **Auctioneer** has not conducted a title examination of the **Property** prior to the sale and, therefore, does not certify **Seller's** ability to transfer title of the **Property** free and clear of liens. **Auctioneer** shall have no liability to **Seller** or **Purchaser** in the event closing fails to take place due to there being title defects, encumbrances, or liens upon the **Property** that would prevent the sale from taking place as anticipated.
9. A commission is to be paid to **Auctioneer** and Broker, if any, in accordance with that certain agreement between **Auctioneer** and **Seller** regarding authorization and compensation, pursuant to a **Real Estate Auction Agreement** and the auction sales brochure relative to the subject **Property**. Said documents are incorporated herein by reference.
10. **Seller** and **Purchaser** agree that any dispute arising under the terms and conditions of this sales contract or auction agreement shall be heard in the Superior Courts of Emanuel County, Georgia. Both **Purchaser** and **Seller**, by execution of this agreement, and regardless of their state or county of residence, submits themselves to the jurisdiction of the Superior Courts of Emanuel County, Georgia for resolution of any and all disputes arising under the terms and conditions of this sales contract and agree that both jurisdiction and venue shall be proper in the Superior Courts of Emanuel County, Georgia.
11. **Seller** may leave items of personal property on any or all of the tracts in **Seller's** discretion. **Purchaser** of each tract is entitled to ownership of any items of personal property left on the property as of the date of closing. **Seller** has no responsibility to remove any such items. Removal of such items, and any costs associated therewith, is the SOLE RESPONSIBILITY of the **Purchaser**.
12. **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 Dec. 16th, 2022. **Seller** can unilaterally extend contract 45 days without **Purchaser** or **Seller** signing a contract extension.





### SALES CONTRACT - CONTINUED

3. All closings shall be conducted by: Lea Hazel PC - Adel, 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" 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:** If there is a survey required to close these properties. The survey will be conducted by Greg Carter - Carter Surveying, LLC - Willacoochee, Ga (912) 534-5065. Please see survey costs on website and in the property information packet.

#### 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



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## ABOUT SOUTH AUCTION

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



**SOUTH  
AUCTION**

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