



Bidding Terms and
Conditions

A collage of six aerial photographs showing various parts of a large property, including fields, trees, and buildings. The text "JACKSON COUNTY INVESTMENT & RECREATIONAL PROPERTY LIQUIDATION AUCTION" is overlaid in white, bold, sans-serif font with a black outline.

**JACKSON COUNTY INVESTMENT &
RECREATIONAL PROPERTY LIQUIDATION
AUCTION**

**Day – 2 Jackson County Land Auction: 140.5 +/- Acre
Recreational Tract**

Online Only Auction

Wednesday, October 9, 2024, at 2 pm

Final Contract to Include a
10% Buyer's Premium

www.WiregrassAuctionGroup.com

A decorative green swoosh graphic at the bottom of the page.

Auction Date and Time: Wednesday, October 9, 2024, at 2 pm

Open House Dates and Times: By Appointment Only

For More Information Contact: Spencer Young
Wiregrass Auction Group, Inc.
(229) 890-2437 – Office
(229) 225-8625 - Cell
Spencer@BidWiregrass.com

Please Read the following terms carefully. By registering for this auction, you acknowledge that you have read and understood all terms and conditions herein and set forth within the supporting documentation described in the terms and that you have inspected the property or had the opportunity to do so.

If you do not agree to these terms, please DO NOT bid!

The property will be offered in the following five tracts through the Wiregrass Auction Group Online Multi-Par Bidding Platform. Bidders will have the opportunity to bid on each tract individually, in groupings of multiple tracts, and the entire property as a whole. The final sales configuration that produces the highest offer to the seller will determine how the property sells.

Tract 1: Explore the possibilities with this expansive 40.0-acre (+/-) portion of a 140.50-acre (+/-) recreational tract in Jackson County, Florida. Boasting road frontage on both Parker Road and Brushey Pond Road, this property is conveniently located just 2 miles from Interstate I-10. The land features established hunting lanes and food plots, making it ideal for outdoor enthusiasts. Additionally, this prime piece of land is perfect for reforestation efforts, offering a unique opportunity for sustainable development. Don't miss the chance to own a versatile and sizeable tract in a sought-after location! Parcel: 10-3N-08-0000-0020-0000 Property Address: PARKER ROAD, Grand Ridge, FL 32442 Acres: 40.0 Zoning: Agricultural 2023 Prop Taxes: \$177.27 GPS Coordinates: 30.670001° -85.021173°.

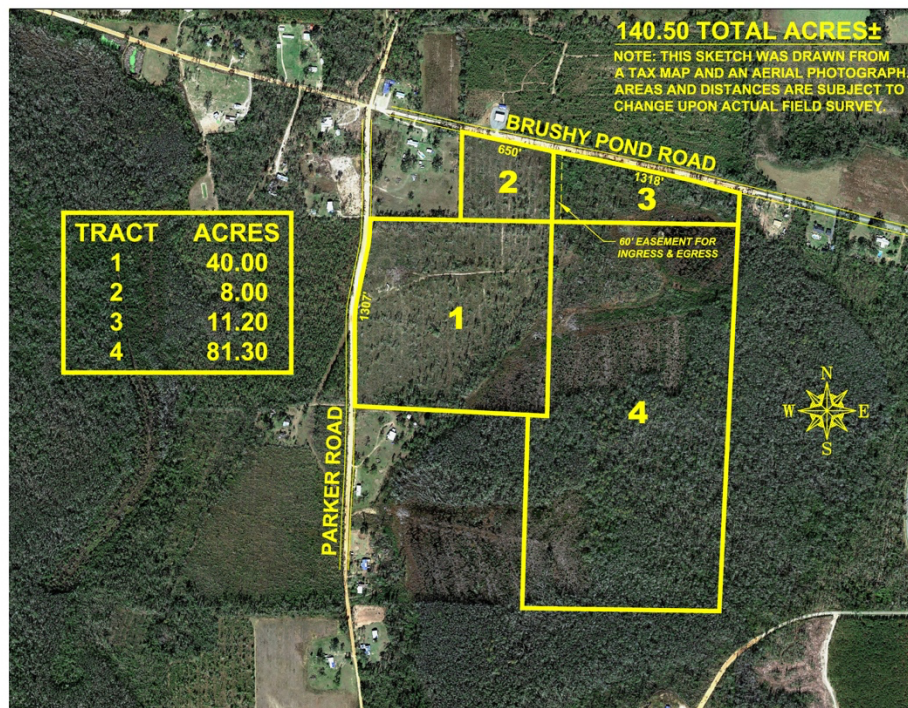
Tract 2: Discover the potential of this 8.00-acre (+/-) portion of a 140.50-acre (+/-) recreational tract in Jackson County, Florida. With road frontage on Brushey Pond Road and just 2 miles from Interstate I-10, this property is perfectly positioned for accessibility and convenience. Whether you're looking to reforest, build a homesite, or establish a homestead farm, this prime piece of property offers endless possibilities. Don't miss this opportunity to create your ideal rural retreat! Property Address: Parker Road, Grand Ridge, FL 32442 and Brushey Pond Road, Grand Ridge, FL 32442 Auction Date: Wednesday, October 9, 2024, 2pm Property Inspection: Call For Gate Code County: Jackson County, Florida Assessor's Parcel Numbers: Jackson County Florida 10-3N-08-0000-0020-0000, 10-3N-08-0000-

0020-0010, 10-3N-08-0000-0100-0000 2023 Property Taxes: N/A GPS Coordinates: 30.670001° -85.021173°.

Tract 3: Discover the potential of this 11.20-acre (+/-) portion of a 140.50-acre (+/-) recreational tract in Jackson County, Florida. With road frontage on Brushey Pond Road and just 2 miles from Interstate I-10, this property is perfectly positioned for accessibility and convenience. The land features established hunting lanes and food plots, making it an excellent choice for outdoor enthusiasts. Whether you're looking to reforest, build a homesite, or establish a homestead farm, this prime piece of property offers endless possibilities. Don't miss this opportunity to create your ideal rural retreat! Parcel: 10-3N-08-0000-0020-0010 Property Address: BRUSHEY POND ROAD, Grand Ridge, FL 32442 Acres: 11.20 Zoning: Agricultural 2023 Prop Taxes: \$68.5 GPS Coordinates: 30.672552° -85.014562°.

Tract 4: Unlock the potential of this expansive 81.3-acre (+/-) portion of a 140.50-acre (+/-) recreational tract in Jackson County, Florida. Featuring road frontage on Brushey Pond Road and located just 2 miles from Interstate I-10, this property offers excellent accessibility. The land comes with established hunting lanes and food plots, making it an ideal destination for outdoor activities. Additionally, this prime piece of land is perfect for reforestation efforts, providing a unique opportunity for sustainable development. Don't miss out on owning a significant tract of land with endless possibilities! Parcel: 10-3N-08-0000-0100-0000 Property Address: BRUSHEY POND ROAD, Grand Ridge, FL 32442 Acres: 81.3 Zoning: Agricultural 2023 Prop Taxes: \$153.81 GPS Coordinates: 30.670005° -85.021181°

Engineers Sketch



Bidder Registration and Verification:

For verification purposes, a credit card is required in order to register for this auction. Upon registering, an authorization charge of \$1,000.00 will be charged against the credit card used for registration. This authorization is not a permanent charge placed on your card, it is only a pre-authorization used to verify identity of our bidders and the availability of funds on the credit card used for registration. Please be advised that WAG has no control over the length of time the verification charge remains on your card, that is at the sole discretion of your credit card company. Also, please be aware that registering for multiple auctions could incur multiple verification charges; and in some instances, multiple verification charges may result in a fraud alert being sent to the card holder. WAG reserves the right to reject or accept bidder registrations at its sole discretion.

Terms of Sale:

At the close of the auction, successful bidders will be emailed a contract package. Included in the contract package will be the purchase contract as well as instructions for submitting your earnest money deposit. The earnest money deposit required is **10% of the Purchase Price in Certified Funds** as stipulated in the Contract for Sale.

Bid Increments:

The Bid Increments will be as follows:

Amount Up to:	Bid Increments
\$10,000	\$500
\$50,000	\$1,000
\$100,000	\$2,000
\$250,000	\$5,000
\$500,000	\$7,500
\$500,000+	\$10,000

WAG reserves the right to adjust bid increments as needed.

Scheduled Auction End Times:

The Auction is scheduled to end at the published end time, subject to auto-extend bidding. Each time a bid is placed with the clock showing less than 10 minutes, the clock will reset to 10 minutes. In the event the auto-extend time needs to be reduced, WAG reserves the right to adjust the auto-extend, as needed.

Buyer's Premium:

A 10% Buyer's Premium will be added to the bid price for each property to determine the final contract price. For example, if your final bid price is \$100,000, 10% (\$10,000) will be added, resulting in a total contract price of \$110,000.

Contract for Sale:

This property is offered under the specific terms provided in the Contract for Sale and specific Contract Special Stipulations as below. The Contract for Sale is available for review at www.WiregrassAuctionGroup.com. Please fully read and review the entire Contract for Sale prior to bidding. If you have any question or concerns to anything included in the Contract for Sale, please contact WAG prior to bidding. Please do not bid prior to reviewing the entire Contract for Sale Document.

Contract Special Stipulations

1. This sale will be closed by Frank Shaw IV of Smith, Thompson, Shaw, Colon, & Power, PA at 3520 Thomasville Road, 4th Floor, Tallahassee, Florida 32309, (850) 893-4105. The closing attorney will charge the purchaser a closing fee of \$400 per cash transaction and \$500 per loan transaction. This fee includes conducting the closing, collecting and disbursing the funds and preparing a closing statement. If the purchaser wants a title opinion or other services, the closing attorney will provide them for an additional fee. The seller will pay for the preparation of the Deed only. The purchaser will pay all other closing costs associated with this sale including but not limited to recording, transfer tax, financing expenses, intangible taxes, title fees, title insurance, appraisals and inspection reports. The purchaser will be responsible for any bank wire fees associated with the closing incurred by the receiving or sending of purchaser's earnest money deposits.
2. In the event the property sells divided a boundary survey will be made by Josh Bryan of Latitude Surveying & Mapping, 3988 Hwy 90, Marianna, Florida 32446, (850) 482-2166, a land surveyor registered in the state of Florida to perform a boundary survey of the property in accordance with the Standards of Practice for the state of Florida and certified in favor of Purchaser and Seller. The Survey shall be subject to Seller's approval. The surveyor will charge \$0.50 cents per linear foot on all exterior lines and \$0.25 cents per linear foot on all common lines between auction purchasers. The final sale price shall be determined by

multiplying \$_____ /acre (contract price per acre) by the number of surveyed acres rounded to the nearest one-thousandth of an acre. Division stakes are intended for approximation use only. Actual boundary lines are to be determined by field survey and may vary from field markers. It is understood that the acreage and dimensions of the tracts may vary according to the actual survey. All survey expenses will be paid by the Purchaser. For this fee, the surveyor will mark all property corners and provide the Purchaser with a Map of Boundary Survey. This fee does not include the actual openings of the lines. The surveyor will open lines for an additional fee. 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 roads) easements or other rights of way, including, without limitation, electric transmission lines or other utility easements. If the purchaser wants survey services in addition to the above described services, the surveyor will provide them for an additional fee. In the event either party defaults under the terms of this Contract, the defaulting party will be responsible for the surveying expense.

3. Notwithstanding any provision to the contrary contained herein, in the event the Closing cannot occur when scheduled due to a COVID-19 related event ("CRE") resulting in the closing attorney, the mortgage lender and/or the Buyer and/or Seller being unable to perform their respective obligations, then the Closing shall be postponed until 7 days after the specific event delaying the Closing has been resolved. If the Buyer or Seller is unable to perform due to a CRE, the affected party shall promptly notify the other party both of the CRE and of its resolution. Buyer or Seller having concerns about attending the Closing or self-quarantining (in the absence of a quarantine or government ordered lockdown that specifically applies to Buyer and/or Seller) shall not excuse Buyer or Seller from attending the Closing either in-person, virtually or through a power of attorney. Buyer or Seller presently having COVID-19 shall excuse Buyer and/or Seller from attending the Closing until the party is no longer at risk of infecting others. However, in all situations where Buyer and/or Seller cannot attend the Closing, Buyer and or Seller shall use their best efforts to fulfill their contractual obligations through a power of attorney. Buyer or Seller experiencing a job loss, reduction in salary or other financial hardship shall not be deemed a CRE. If the CRE causing a permitted delay results in the Closing being delayed by more than 90 days from the original Closing date, then either Buyer or Seller may terminate this Agreement without penalty upon notice to the other party.
4. This sale and conveyance are expressly subject to all covenants, conditions, restrictions, reservations, rights-of-way of record, and easements for roads, power line, telephone lines or similar utilities, if any, affecting the property. Additionally, this sale and conveyance are subject to any cemetery or cemeteries that may now exist on the property. The Buyer further

acknowledges that they shall take title to the property subject to these covenants, conditions, restrictions, reservations, easements, and rights-of-way, and agrees to comply with and abide by all terms and conditions set forth therein. The Seller makes no representations or warranties regarding the existence or impact of any such covenants and restrictions, and the Buyer assumes all responsibility for conducting due diligence with respect to these matters.

5. The 2024 Ad Valorem taxes will be prorated between the seller and purchaser as of the date of closing.
6. The property is being sold as-is where-is.
7. This property is selling subject to specific Disclosures contained in Exhibit "C"
8. This contract excludes all personal property located on the property.
9. This property is being conveyed by Limited Warranty Deed.
10. Possession of the property will be granted at closing.

As Is, Where Is:

All property is selling "As-Is, Where Is" with all faults. It is the buyer's responsibility to conduct any and all inspections and perform all acts of due diligence deemed necessary before bidding. Placing a bid will be considered as acceptance of the property in it's as-is condition.

Bidder Default:

In the event a winning bidder fails to submit the signed Contract for Sale and/or earnest money deposit as specified in the terms, the winning bidder will be charged an administrative fee of \$2,500.00 on the credit card provided at registration. All administrative fees are non-refundable.

Bid Cancellation:

Wiregrass Auction Group, Inc. reserves the right to remove or cancel the bids and bidding privileges of the party at any time that bids or bidding is deemed to not be in the best interest of the seller.

Earnest Money Deposit:

Upon the close of the auction, successful high bidders will be required to submit an earnest money deposit of **10% of the Purchase Price in Certified Funds** as

stipulated in the Contract for Sale. The successful bidder will have 24 hours to send the earnest money in the form of Wire Transfer or Cashier's Check.

Real Estate Closing:

With timing being of the essence, each contract will be a cash contract, not contingent or subject to financing, appraisal, or survey, as described in the Contract for Sale. Closing will take place no more than 30 days from the end of the auction as stipulated in the Contract for Sale. The Buyer will be responsible for all closing costs and the transaction will be conducted by the closing attorney specified in the Contract for Sale.

Agency Disclosure:

Wiregrass Auction Group, Inc., is acting as agent for the seller and at no time is Wiregrass Auction Group, Inc. responsible for, acting on behalf of, or acting as agent for the buyer. Full agency disclosure will be acknowledged by both seller and buyer on the Agency Disclosure form attached as Exhibit "C" on the Contract for sale.

Disclaimer:

Wiregrass Auction Group, Inc believes all information contained herein to be correct to the best of our knowledge. All information is being furnished to bidders solely for the bidder's convenience and it is always the responsibility of the bidders to determine the accuracy and completeness of all information. Reliance on information provided is solely at the risk of the recipient. Bidders should always conduct their own due diligence, inspections, and investigations prior to bidding. Bidders needing assistance should seek necessary assistance prior to placing a bid.

Technology Disruptions:

Auctioneer will not be responsible for technology disruptions, errors, or failures (including disruptions to bidding or the failure to execute, recognize, or record online bids), whether caused by (i) loss of connectivity, breakdown, disruption, or failure of the Online Auction Platform, (ii) breakdown, disruption, or failure of a Bidder's internet connection, computer, or system, or (iii) otherwise. Auctioneer may, but will not be required to, continue, suspend, delay, extend, reschedule, or close the Auction because of disruptions caused by technology failures, even after bidding has commenced.

Failures by Online Auction Platform Provider and its Affiliates or Contractors:

Auctioneer may use an Online Auction Platform Provider to facilitate the Auction. Under no circumstances will Auctioneer be liable for any failure of the Online Auction Platform Provider to perform all or any of its obligations, or for the failure of

any affiliates, employees, agents, representatives, or contractors of the Online Auction Platform Provider to perform their obligations.

Disclosure:

Any auction sale is, without requirement of announcement at any time, is presumed to be with reserve unless the property(ies) are in explicit terms put up at absolute auction. Wiregrass Auction Group and our sellers hereby give notice that bids may be made by the seller, or upon the seller's behalf, at any auction with reserve.