

# Allied Land and Timber Company, Inc.

P.O. Box 227  
Americus, GA 31709

Phone 229-928-9738  
Fax 229-928-9134

## INVITATION TO BID

Allied Land and Timber Company, Inc., hereby offers for sale and solicits bids on 207 +- acres in Schley County, Georgia. Maps and property descriptions are enclosed.

The terms of the sale will be cash to Seller at closing. The Bid Forms to be used are set forth in this invitation to bid. The time, place, and date for delivery of bids are set forth in the Instructions to Bidders. Seller and/or Broker reserve the right to make changes to the bid package before the bid sale. Any changes made will be announced before the bid opening.

Entry into the property will be at the sole risk of the party entering the property, and each such party entering the property, and each such party agrees to indemnify, protect, defend and hold Sellers and Broker harmless from and against any and all claims for damages, loss, costs, liability, expense or demands arising from personal injury.

1. Acreage estimates and type maps provided by the Sellers and Seller's agents are neither warranted nor guaranteed and are included solely for the convenience of prospective bidders. Broker shall arrange for a licensed Georgia Land Surveyor to survey the property at Buyer's expense and the new survey and its acreage shall become the full legal description for the sale of this land sale. If the property is sold divided, Broker will direct said surveyor to survey the acreage and the property lines as near as possible to the estimated acreage and estimated property lines shown in this bid package. Buyer understands that surveyed acreage and/or property lines may not match exactly as shown in this bid package, but all attempts will be made to be as near as possible to the estimated lines and acreage shown in this bid package. Any new plat or division of property will be subject to meeting the guidelines and approval of the Schley County, Georgia Code Enforcement office.

2. Although the Sellers and Seller's agents believe the information presented in this "Invitation To Bid" to be factual, no warranty is expressed or implied with respect to such information. All bidders have the opportunity to verify all aspects of the property before submitting a bid and no warranty is expressed or implied with regard to the estimation of acreage, timber volumes or boundary lines on the enclosed maps. The conveyance of this tract from Seller to Buyer will be by Warranty Deed.

3. Inquiries concerning the subject property are to be directed to Thomas Taylor, Allied Land and Timber Company, Inc., P.O. Box 227, Americus, GA 31709; 1-800-224-9939 or 229-759-1023.

4. The Sellers do not intend to engage others brokers, representatives, nor agents in the sale of the subject property. Allied Land & Timber Company, Inc. will not pay a real estate commission, unless expressed in writing by Allied Land & Timber Company, Inc. before the bid sale.

5. The Seller reserves the right to reject any and/or all bids for any reason whatsoever.

6. Bids shall be opened at 10:30 AM, on Friday, October 24, 2014 at the offices of Allied Land & Timber Company, Inc. 101 B Pecan St., Leesburg, GA 31763. All bids and binder deposits received by mail, or e mail ([thomas@alliedlandga.com](mailto:thomas@alliedlandga.com)) must be received by Broker no later than 5:00 PM on Thursday, October 23, 2014. Bids and/or binder deposits may be mailed to Allied Land and Timber Company, Inc., P.O. Box 227, Americus, GA 31709 or hand delivered to the sale site on the bid date. Please mark the envelope: Bid Sale: Schley County.

7. Property taxes will be prorated at closing.

8. If at all possible, the closing will take place on or before December 15, 2014. Should the property be sold divided, Seller reserves the right to place protective covenants on the subject property. Sample covenants would include and be similar but not be limited to: no mobile or manufactured home parks, no hog farms or chicken houses etc, no junk yards, etc.

## INSTRUCTIONS TO BIDDERS

### I. How to Bid

A. Bidders will have the opportunity to bid on the property using the following options. Each bid submitted must stand alone.

1. **Bid Option-All or None**-The Bidder can make an offer on the entire 207 +- acre tract.
2. **Bid Option-Tracts**-The Bidder can make an offer one of the tracts separately.
3. **Bid Option-Combination**-The Bidder can make an offer by combining tracts or portions of tracts.

The Seller anticipates that the successful bid will be the one that produces the highest price, but the Seller reserves all rights to reject any or all bids for any reason whatsoever. No Bidder shall have any recourse or remedy, at law or in equity, against the Sellers on account of the Seller's rejection of any bid.

B. All bids must be accompanied by a 5% binder check made payable to Allied Land and Timber Company, Inc. Trust Account. The envelope used should be plainly marked "Bid Sale" Schley County. If your bid is accepted, the earnest money check will be applied to the purchase price of the property, or applied as liquidated damages by the Seller should you not execute an Agreement for the Sale and Purchase of Real Property (a sample copy will be provided to you at your request) for the Subject Property. Your deposit shall be returned to you within 10 business days if your bid is not accepted. Bidders may deliver their bids in person to the sale site if they so desire.

C. The initial successful Bidder will be notified by the Seller's Agent within 7 business days. The Sellers may accept or reject any of these bids during the 7 business day period. All bids will be considered legally binding continuing offers until either accepted or rejected during this 7 business day period. Upon acceptance of bid by Seller from Bidder, Broker shall deposit the earnest money bid deposit in Broker's Trust Account. Any successful bidder must sign a sales contract with the Seller within 5 business days from notification from of accepted bid. Failure to sign the sales agreement shall constitute default by Bidder and the bid deposit shall be forfeited by Bidder. The deposits of all unsuccessful Bidders will be returned to the Bidder by mail within 10 business days of opening of the bids. Concerning the binder money for the successful bidder, during the interim period, between notice of acceptance of bid from Seller through contract and closing, the successful Bidder(s) earnest money will be held in escrow by Allied Land and Timber Company, Inc. in an interest bearing escrow account. Should the initial Bidder default under the conditions set forth in this invitation to bid or the Agreement to Sale and Purchase, the bid deposit will be forfeited by Bidder. The balance of the entire purchase price above the earnest money must be paid to Seller on or before the closing date. Should the balance of the purchase price not be paid, the deposit and earnest money will be retained by the Seller, and applied toward Seller's damages, any closing fees, and Broker's commission, arising from the breach of the obligation to close the sale within the time specified and the previously designated successful bidder shall thereafter have no further interest in, or right to purchase the property.

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www.alliedlandga.com

## BID FORM SCHLEY COUNTY, GEORGIA

Submitted to:

Allied Land and Timber Company, Inc.  
P.O. Box 227  
Americus, Georgia 31709

The undersigned hereby agrees to purchase the entire tract or a particular tract as specified below, which are a part of a parcel of land whose total acreage is 207 +/- acres which is located: in all of Land Lot 103 and any of Land Lot 102 which is west of the county road (Firetower Road) of the 30th Land District of Schley County, Georgia, which is a part of a larger tract whose full legal descriptions and any plats of property are hereby recorded in the Schley County, Georgia, Clerk of Superior Court records in Deed Book AAA page 207 and any other deeds and plat books of record, and made a part of this agreement by specific reference for the amount shown below.

**OPTION 1: ALL OR NONE:** An offer to purchase the entire 207 +/- acre tract.

The undersigned hereby agrees to purchase the entire parcel of land whose total acreage is approximately 207 +/- acres in Schley County, Georgia.

Total Bid: \$ \_\_\_\_\_  
Per acre bid based on new surveyed acreage.

**OPTION 2: SEPARATE PARCELS:** An offer to purchase an individual parcel.

The undersigned hereby agrees to purchase a particular tract, which is a part of a larger parcel of land whose total acreage is 207 +/- acres in Schley County, Georgia.

**Tract # 1:** 42 +/- acres

Total Bid: \$ \_\_\_\_\_  
Per acre bid based on new surveyed acreage.

**Tract # 2:** 52 +/- acres

Total Bid: \$ \_\_\_\_\_  
Per acre bid based on new surveyed acreage.

**Tract # 3:** 82 +/- acres

Total Bid: \$ \_\_\_\_\_  
Per acre bid based on new surveyed acreage.

**Tract # 4:** 31 +/- acres

Total Bid: \$ \_\_\_\_\_  
Per acre bid based on new surveyed acreage.

Note: This parcel may not be purchased individually unless by an adjoining landowner ...It may be added to Tracts 1 or 2 below in combinations.

**OPTION 3: COMBINATIONS: An offer to purchase**

The undersigned hereby agrees to purchase a combination of tracts, which are a part of a larger parcel of land whose total acreage is 207 +- acres in Schley County, Georgia.

Tracts # \_\_\_\_\_ & \_\_\_\_\_  
Combined:

Total Bid: \$ \_\_\_\_\_  
Per acre bid based on new surveyed acreage.

Accompanying the bid is a bid deposit check made payable to Allied Land and Timber Company Trust Account of \$ \_\_\_\_\_ or 5% earnest money which will be applied to the purchase price if this bid is accepted. If this bid is not accepted, the bid deposit will be returned to the undersigned, without interest, with notice of rejection of the bid within 10 business days of the opening of the bids. It is further understood and agreed that this bid will remain a legally binding and continuing offer during the 7 business day period following the bid sale date.

The undersigned hereby agrees to hold Allied Land and Timber Company, Inc. harmless against any broker's commissions, finder's fees, or other compensation payable or alleged to be payable to an intermediary employed or alleged to have been employed by the undersigned with respect to this property and this bid.

The undersigned also certifies that they received a copy of the Invitation to Bid and that they are familiar with all the terms and conditions in those documents. The undersigned agrees to sign within 5 days of notification of acceptance, an Agreement for the Purchase and Sale of Real Property or forfeit the bid deposit.

The undersigned is aware that the Seller has the right to reject any and all bids at Seller's sole discretion for any reason whatsoever. The undersigned also agrees to allow Seller's agent, Allied Land and Timber Company, Inc. to hold all deposits and earnest money in an interest bearing escrow account.

**BIDDER:**

Authorized Bidder Representative:

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Telephone: \_\_\_\_\_

E Mail: \_\_\_\_\_

**SELLER:**

Authorized Seller:

\_\_\_\_\_  
Print Name

Address: \_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

Telephone: \_\_\_\_\_

E Mail: \_\_\_\_\_

This bid is hereby accepted on \_\_\_\_\_, 2014. Broker is authorized to deposit the earnest money binder in Broker's escrow account.

Minister Rd

Tract 4...31 acres

Tract 1...42 +- Acres

Tract 2...52 +- Acres

Tract 3...82+- Acres

Firetower Rd

92

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