



## LAND AND TIMBER SALE NOTICE

October 2, 2020

**BID DATE: October 30<sup>th</sup>, 2020 at 11:00 a.m.**

Acting as Agent of the Miller Estate, Tutt Land Company solicits lump sum bids for the purchase of land and timber on approximately 282 +/- acres, located in Scott and Leake County, Mississippi. Bids will be for land and timber and is being sold "as is". Property is known as MS-15.

Property Location: The property is located off of MS State HWY 35 in Section 3, Township 8 North, Range 8 East in Scott County, MS. Parcel # 1182 0300000 00101

And, in Section 34, Township 9 North, Range 8 East in Leake County, MS. Parcel # 134340006  
Property is located about 1- mile South of Walnut Grove Community along MS HWY 35.

Property Description: The tract is mostly timbered with both pine and hardwood stands. The pine plantation on the East side of MS HWY 35 was planted in 1984 and the plantation on the West side was planted in 1986. The mature hardwood areas contain high volumes of red and white oak timber. This is a great recreational timber tract with frontage on Tuscolameta Creek. Property is mostly flat creek bottom land with a high site index for timber.

Sale Particulars:

A signed bid form represents an irrevocable offer to purchase the land and timber at the submitted bid amount. An earnest money deposit of \$25,000.00 will be required for the contract which will be submitted within 3 business days. Note that 50% of all subsurface mineral rights owned will be reserved by Seller. A WWAREB form is included in this bid letter package and a signed copy of the WWAREB should accompany all bids. All bidders shall sign as a customer. Any Buyer Real Estate Broker commissions will be sole responsibility of the Buyer.

Method of Sale:

Sealed bids for the land and timber included in this sale will be accepted until **10 a.m. on Friday October 30<sup>th</sup>, 2020**. Bids will be opened at **11:00 a.m. at the office of Tutt Land Company, 6352 2<sup>nd</sup> Ave, Thomaston, AL 36783**. Please call Walter Tutt at (334) 627-4004 (office) or (334) 534-1315 (cell), for more information. Or, you can reach S. Todd Lowery RF (334) 534-0288 (cell).

**Access Information:**

Combination locks will be placed on the access roads- COMBINATION 2020

**PLEASE CLOSE GATES AFTER PREVIEWING THE PROPERTY**

**PLEASE NOTE THAT THE SELLER RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.**

**Although the maps and information provided is believed to be correct, it cannot be guaranteed by Tutt Land Company**

**Thank you for your consideration in bidding on this property.**

**Sincerely,**

**Walter V. Tutt  
Broker – Tutt Land Co  
[walter@tuttland.com](mailto:walter@tuttland.com)**

**S. Todd Lowery RF  
Agent- Tutt Land Co  
[todd@tuttland.com](mailto:todd@tuttland.com)**



## WORKING WITH A REAL ESTATE BROKER

**\*\*THIS IS NOT A LEGALLY BINDING CONTRACT\*\***

Approved 01/2003 By  
MS Real Estate Commission  
P. O. Box 12685  
Jackson, MS 39232

### GENERAL

Before you begin working with any real estate agent, you should know whom the agent represents in the transaction. Mississippi real estate licensees are required to disclose which party they represent in a transaction and to allow a party the right to choose or refuse among the various agency relationships.

There are several types of relationships that are possible and you should understand these at the time a broker or salesperson provides specific assistance to you in a real estate transaction.

The purpose of the Agency Disclosure is to document an acknowledgement that the consumer has been informed of various agency relationships, which are available in a real estate transaction.

For the purpose of this disclosure, the term seller and/or buyer will also include those other acts specified in Section 73-35-3 (1), of the Miss. Code, "...list, sell, purchase, exchange, rent, lease, manage, or auction any real estate, or the improvements thereon including options."

### SELLER'S AGENT

A seller can enter into a "listing agreement" with a real estate firm authorizing the firm and its agent(s) to represent the seller in finding a buyer for his property. A licensee who is engaged by and acts as the agent of the Seller only is known as a Seller's Agent. A Seller's agent has the following duties and obligations:

#### To the Seller:

\*The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

#### To the Buyer and Seller:

\*A duty of honesty and fair dealing.

\*A duty to disclose all facts known to the Seller's agent materially affecting the value of the property, which are not known to, or readily observable by, the parties in a transaction.

### BUYER'S AGENT

A buyer may contract with an agent or firm to represent him/her. A licensee who is engaged by and acts as the agent of the Buyer only is known as the Buyer's Agent.

If a Buyer wants an agent to represent him in purchasing a property, the buyer can enter into a Buyer's Agency Agreement with the agent. A Buyer's Agent has the following duties and obligations:

#### To the Buyer:

\*The fiduciary duties of loyalty, confidentiality, obedience, disclosure, full accounting and the duty to use skill, care and diligence.

#### To the Seller and Buyer:

\*A duty of honesty and fair dealing.

### DISCLOSED DUAL AGENT

A real estate agent or firm may represent more than one party in the same transaction. A Disclosed Dual Agent is a licensee who, with the informed written consent of the Seller and Buyer, is engaged as an agent for both Seller and Buyer.

As a disclosed dual agent, the licensee shall not represent the interests of one party to the exclusion or detriment of the interests of the other party. A disclosed dual agent has all the fiduciary duties to the Seller and Buyer that a Seller's or Buyer's agent has except the duties of full disclosure and undivided loyalty.

#### A Disclosed Dual Agent may not disclose:

- To the Buyer that the Seller will accept less than the asking or listed price, unless otherwise instructed in writing by the Seller.
- To the Seller that the Buyer will pay a price greater than the price submitted in a written offer to the Seller, unless otherwise instructed in writing by the Buyer.
- The motivation of any party for selling, buying, or leasing a property, unless otherwise instructed in writing by the respective party, or
- That a Seller or Buyer will agree to financing terms other than those offered, unless otherwise instructed in writing by the respective party.

### IMPORTANT NOTICE!

"Customer" shall mean that person not represented in a real estate transaction. It may be the buyer, seller, landlord or tenant.

A Buyer may decide to work with a firm that is acting as agent for the Seller (a Seller's Agent or subagent). If a Buyer does not enter into a Buyer Agency Agreement with the firm that shows him properties, that firm and its agents may show the buyer properties as an agent or subagent working on the seller's behalf. Such a firm represents the Seller (not the Buyer) and must disclose that fact to the Buyer.

When it comes to the price and terms of an offer, the Seller's Agent will ask you to decide how much to offer for any property and upon what terms and conditions. They can explain your options to you, but the final decision is yours, as they cannot give you legal or financial advice. They will attempt to show you property in the price range and category you desire so that you will have information on which to base your decision.

The Seller's Agent will present to the Seller any written offer that you ask them to present. You should keep to yourself any information that you do not want the Seller to know (i.e. the price you are willing to pay, other terms you are willing to accept, and your motivation for buying). The Seller's agent is required to tell all such information to the Seller. You should not furnish the Seller's agent anything you do not want the Seller to know. If you desire, you may obtain the representation of an attorney or another real estate agent, or both.

### THIS IS NOT A CONTRACT. THIS IS AN ACKNOWLEDGEMENT OF DISCLOSURE

The below named Licensee has informed me that brokerage services are being provided me as a:

- ☐ Client (Seller's or Landlords Agent)  
☐ Client (Buyer's or Tenants Agent)  
☐ Client (Disclosed Dual Agent)
- ☒ Customer (Not as my Agent)

By signing below, I acknowledge that I received this informative document and explanation prior to the exchange of confidential information which might affect the bargaining position in a real estate transaction involving me.

(Client)

(Client)

*Walter J. Smith*  
(Licensee)  
*THE LAND CO*  
(Company)

(Date)

(Customer)

(Customer)

**LICENSEE** -Provide a copy of disclosure acknowledgement to all parties and retain signed original for your files.

**BID FORM**

**Miller Tract MS15  
Scott and Leake  
Counties, Mississippi**

Bid Date: October 30 2020

Time: 11:00 a.m.

Description: Lump sum bid for Land and Timber and improvements. Property is being sold “as is”.

**I hereby accept all terms and conditions of the Land and Timber Sale Prospectus and offer and submit the following Lump Sum Bid of:**

\_\_\_\_\_ **Dollars**

**If successful I agree to submit an Earnest Money check in the amount \$25,000.00 of total Bid Amount.**

\_\_\_\_\_ **Dollars**

**Made out to Tutt Real Estate LLC Escrow Account**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

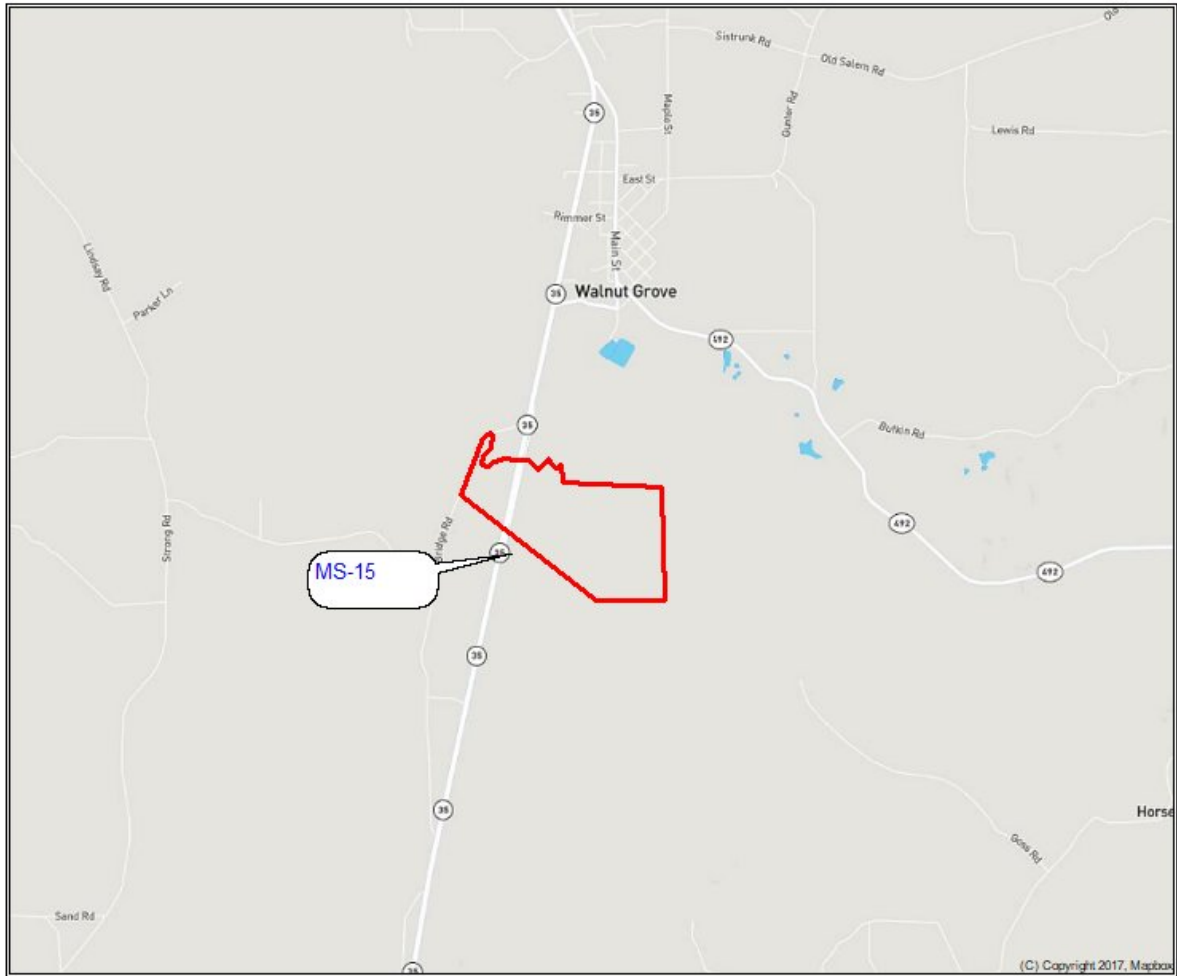
\_\_\_\_\_  
Address

\_\_\_\_\_

\_\_\_\_\_  
Phone Number

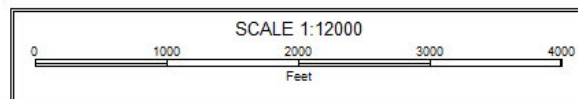
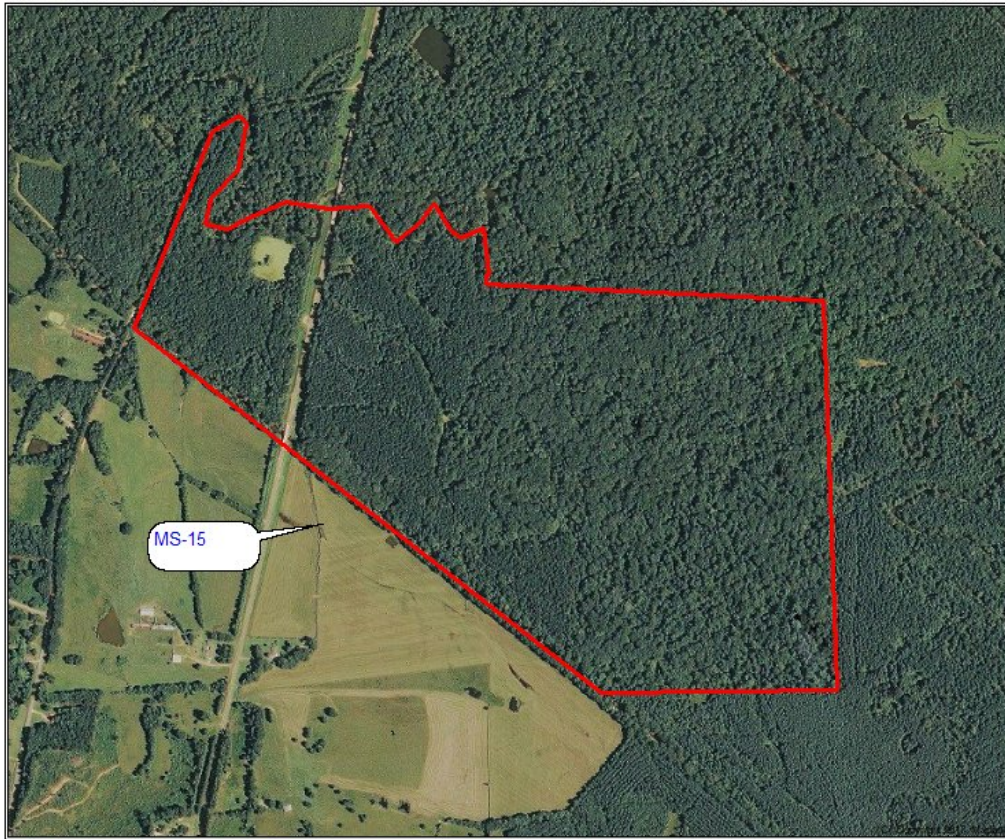
\_\_\_\_\_  
Email Address

## General Location Map





# MS-15





# MS-15

