

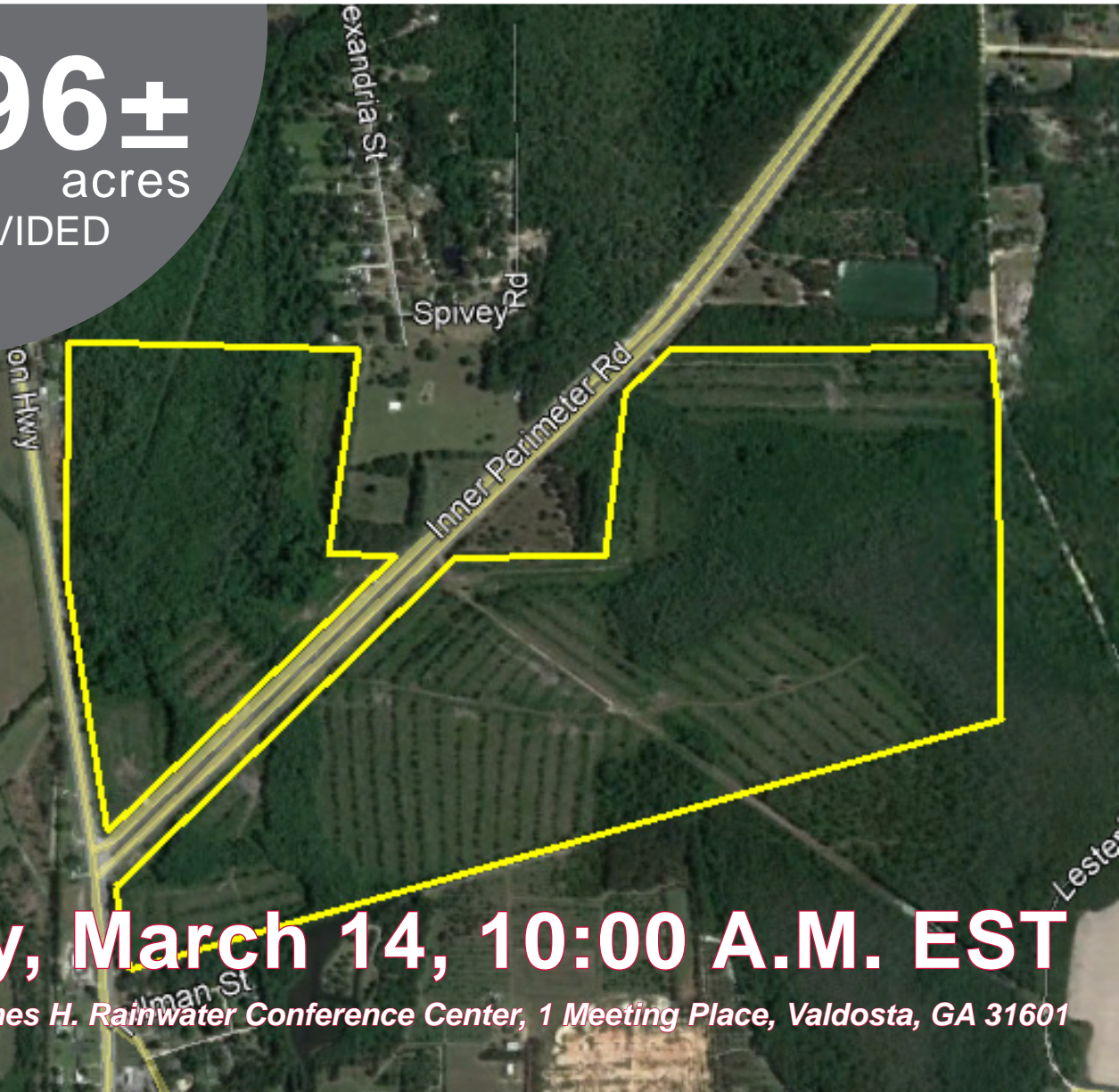
Airport Tract

auCTION

Valdosta, GA

228.96±
acres

OFFERED DIVIDED



Saturday, March 14, 10:00 A.M. EST

Auction Location: James H. Rainwater Conference Center, 1 Meeting Place, Valdosta, GA 31601

Seven  Hills
AUCTIONS

7Hauctions.com
800.742.9165



Dear Prospective Bidders,

Seven Hills Auctions is pleased to present to you the Airport Tract, a 228.96± acre tract located in Lowndes County, Georgia. This great property is located just across the street from the Valdosta Regional Airport and has frontage on Inner Perimeter Road, Madison Highway and Lester Road. This auction will be conducted using a simulcast multi-parcel auction format, allowing you to participate online or in person. The property will be offered in individual tracts or as whole.

The information contained in this property information package has been prepared to assist you in your pre-auction due diligence. Please review this information, the terms and conditions of the auction as well as the information located on 7Hauctions.com prior to bidding. Our staff of auction professionals are ready to answer any questions you have regarding the auction process or property specific details. On auction day our staff will be at the auction and available to assist you with bidding and any last minute questions.

The auction will take place on Saturday, March 14 at 10:00 A.M. EST at the James H. Rainwater Conference Center, 1 Meeting Place, Valdosta, GA 31601. Real time online bidding will be available for those not able to attend the live auction.

Here are a few items to consider to ensure you are prepared for the auction:

- The auction is open to the public to view and/or bid.
- Live auction registration will be open one hour prior to the auction start time.
- You will need to provide a driver's license or photo ID at auction registration.
- If you are bidding on behalf of another party a notarized power of attorney must be presented during registration and completion of your contract.
- Earnest money deposits as outlined in the terms and conditions may be paid by cash, cashier's check, personal or business check.
- If you will be taking title in a company, trust, or partnership you will need to provide documentation showing proof of signing authority.

Thank you for your interest in this auction. It's our goal to make the auction process simple and easy for you. Should you have any questions, please do not hesitate to contact us at 800.742.9165.

We look forward to seeing you at the auction!

Buddy Lee, CAI
Chief Executive Officer



Auction Information

Auction Date: Saturday, March 14, 2020

Auction Start Time: 10:00 A.M. EST


Auction Location: James H Rainwater Conference Center
1 Meeting Place
Valdosta, GA 31601

Auction Managers: Mike Lansdell
912.409.0925
mike@7Hauctions.com

Buddy lee
229.873.4211
buddy@7Hauctions.com

Inspection: Your complete inspection of this report and the inspection of the property by your professionals prior to the auction is encouraged. Those inspecting the property assume all risks associated with any inspection of the property.



 Boundary



Property Overview

Location

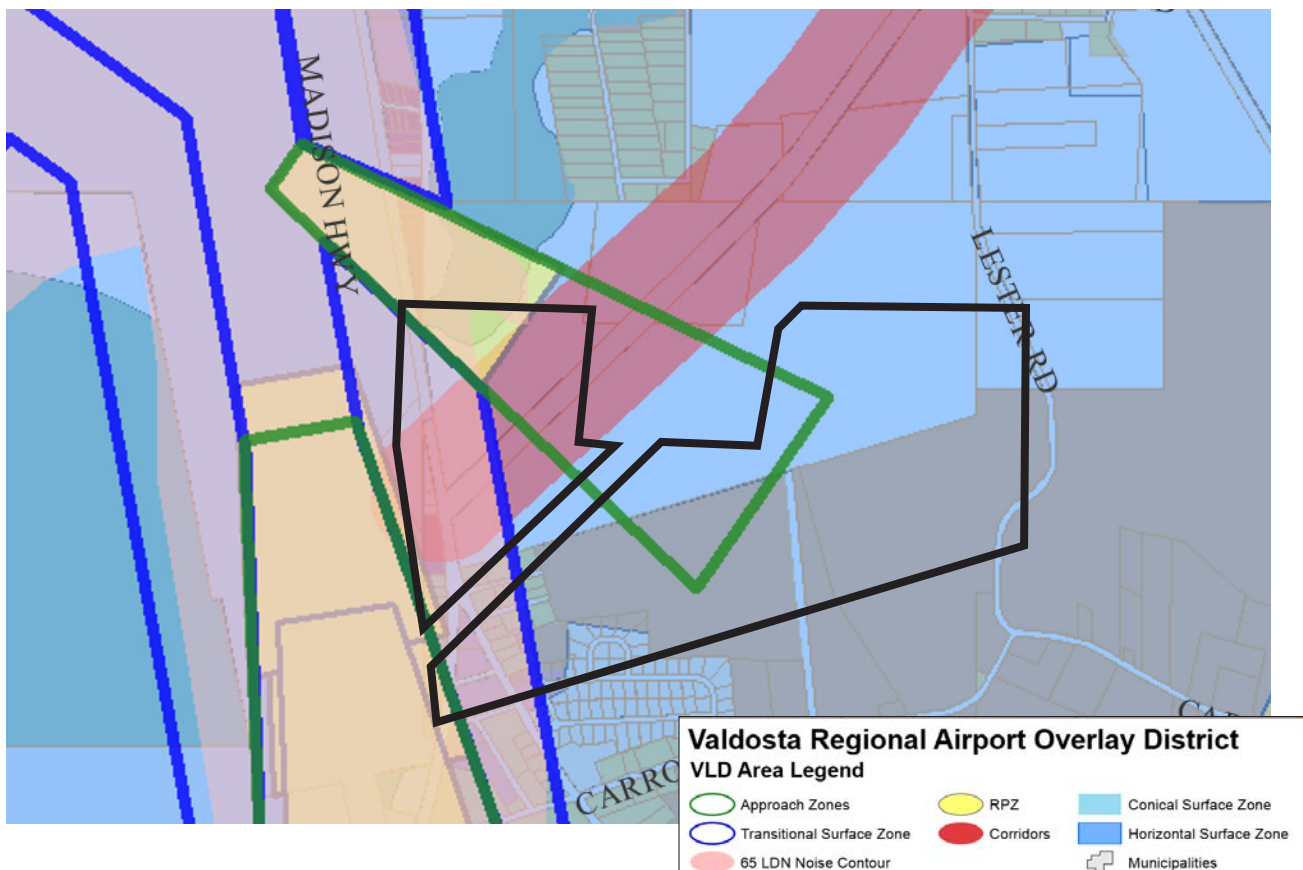
The subject property is located across from the Valdosta Regional Airport and is approximately 4 miles south of the central business district of Valdosta, GA. A location map can be found in this report in the following pages.

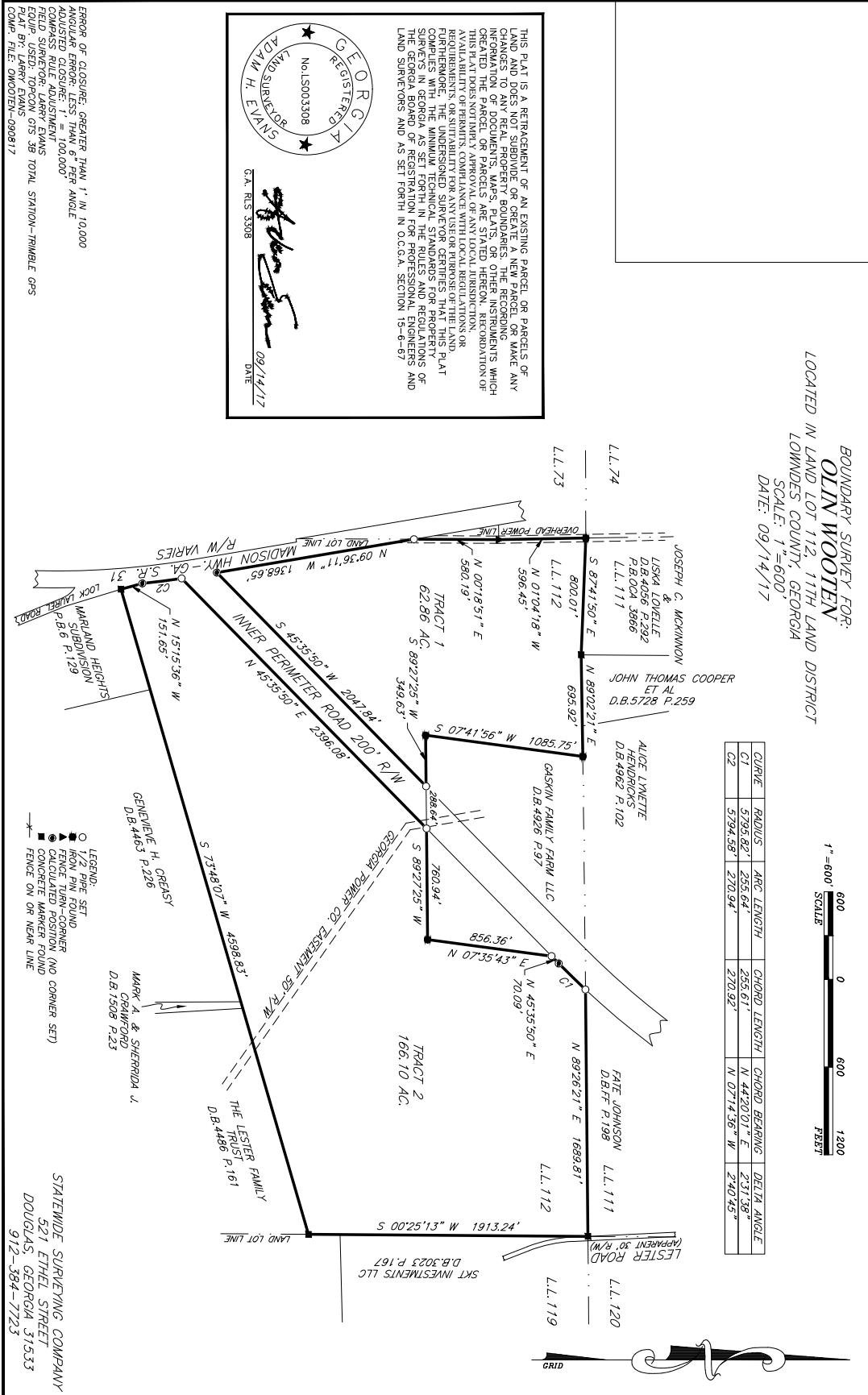
Tax Identification

The subject property is identified by the Lowndes County Tax Assessor's Office office as parcel numbers 0167-121.

Zoning

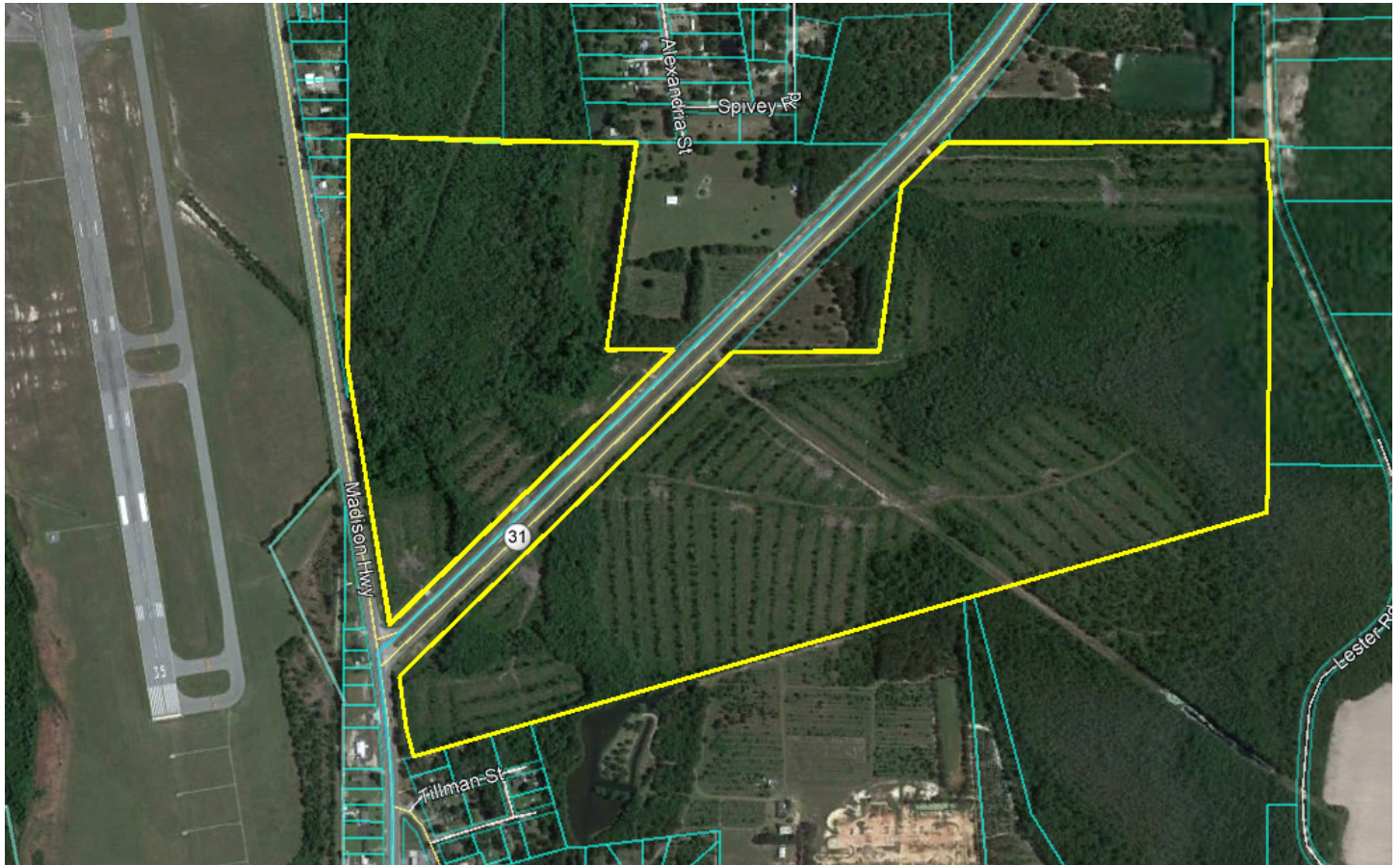
The property is zoned E-A (Estate Agriculture) and CON (Conservation District) it is also located within the Valdosta Regional Airport Overlay District. A complete overview of the zoning can be found in the following pages of this report.





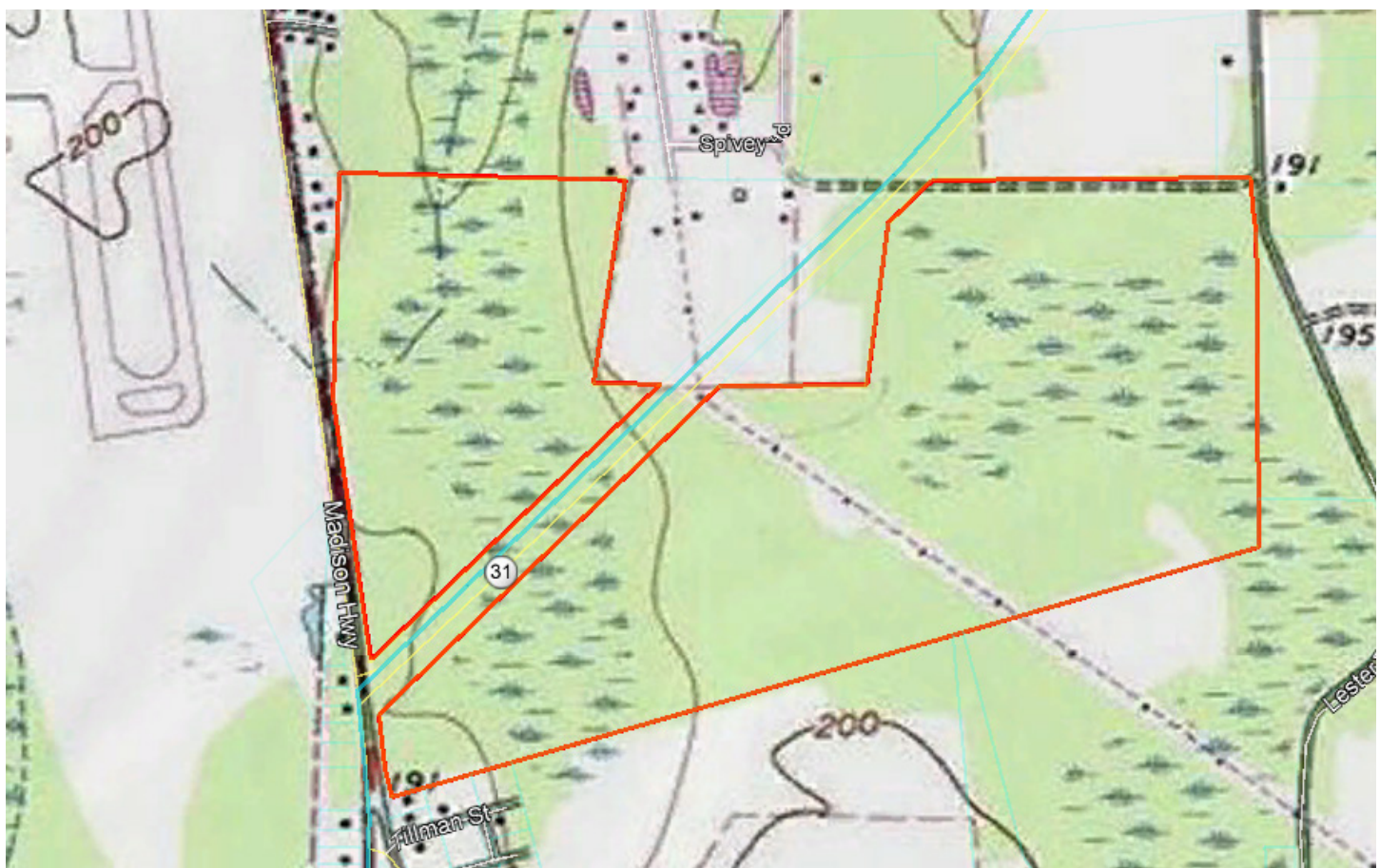
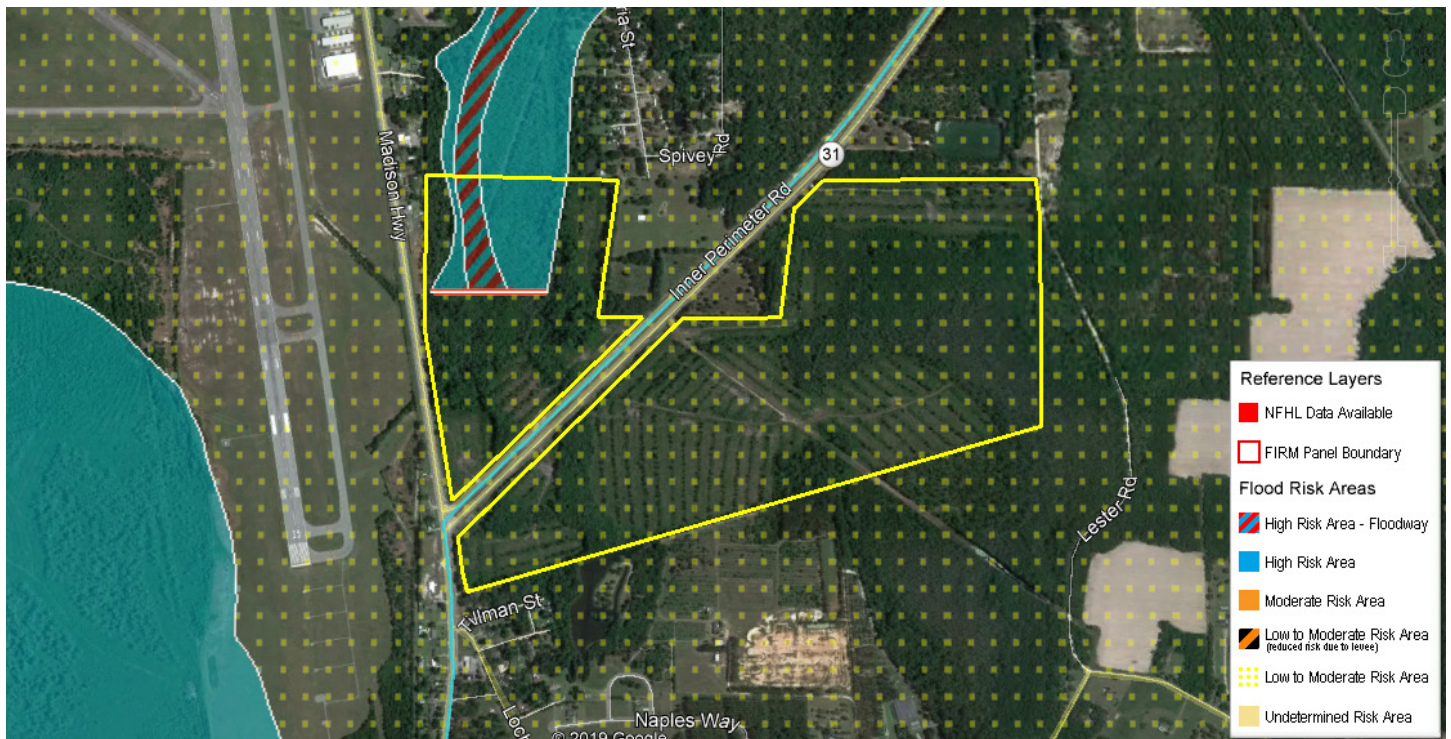


Tax Parcel Map



2019 Property Taxes

<u>Parcel Number</u>	<u>2019 Taxes</u>
0167-121	\$4,075.08
Total	\$4,075.08





Lowndes County
Board of Commissioners
Bill Hlaughter, Chairman



Joyce E. Evans, District 1
Scott Orenstein, District 2
Mark Wisenbaker, District 3
Demarcus Marshall, Ph.D. District 4
Clay Griner, District 5

Post Office Box 1349 • Valdosta, GA 31603-1349 • Phone (229) 671-2400 • Fax (229) 245-5222

February 20, 2020
(Email: mike@wiregrasslandgroup.com)

Mr. Mike Lansdell, ALC
Accredited Land Consultant
Wiregrass Land Group

RE: ZONING VERIFICATION OF-TRACT #1 (62.86 ACRES) MADISON HIGHWAY & INNER PERIMETER ROAD; TRACT #2 (166.1 ACRES) INNER PERIMETER ROAD, MADISON HIGHWAY AND LESTER ROAD, VALDOSTA, GEORGIA, AS SHOWN ON LOWNDES COUNTY TAX MAP 0167 PARCEL 121

Dear Mr. Lansdell:

Pursuant to your request, this correspondence confirms the zoning classification of the above-referenced properties and their compliance with the (ULDC) Lowndes County Unified Land Development Code.

TRACT #1. This portion of tax map 0167 parcel 121 consists of 62.86 acres and is located on the north side of Inner Perimeter Road. The subject property contains a zoning classification of E-A (Estate Agricultural) and CON (Conservation District). The purpose of the (E-A) zoning district-is to provide for agricultural activities, including those related to crops, livestock and timber, protected from the effects of suburban residential development. Single-family and specified accessory structures and uses are permissible. The purpose of the (CON) zoning district-is to provide for the long-term protection and preservation of environmentally sensitive natural resource systems. Development within the Conservation district is limited to buildings that are supportive of and accessory to the conservation land uses.

For informational purposes only, Tract #1 is located within the Urban Service Area, Groundwater Recharge Area, AE Flood Zone, NWI Wet Areas and the VLD Overlay District (specifically, ULDC-Section 4.02.03 A-G, as it pertains to noise contours, Horizontal Surface, Immed-Trans, Approach Zones, RPZ), and within the Inner Perimeter Road Corridor Overlay (ULDC-4.02.00) which was adopted in May of 2006. Further review of the ULDC Valdosta Regional Airport (VLD) Overlay District and the Corridor Road (COR) Overlay regulations are available on the county's website www.lowndescounty.com.

Tract #2. This portion of tax map 0167 parcel 121 consists of 166.1 acres and is located on the south side of Inner Perimeter Road. The subject property contains a zoning classification of E-A (Estate Agricultural). The purpose of the (E-A) zoning district-is to provide for agricultural activities, including



- Page 2 – Tax Map 0167 Parcel 121

those related to crops, livestock and timber, protected from the effects of suburban residential development. Single-family and specified accessory structures and uses are permissible.

For informational purposes only, Tract #2 is located within the Urban Service Area, Groundwater Recharge Area, NWI Wet Areas and the VLD Overlay District (specifically, ULDC-Section 4.02.03 A-G, as it pertains to noise contours, Horizontal Surface, Immed-Trans, Approach Zones), and within the Inner Perimeter Road Corridor Overlay (ULDC-4.02.00).

It appears that all of the requirements of the (ULDC-Lowndes County, Unified Land Development Code) have been satisfied as it pertains to recordation of both lots and to the best of our knowledge; there are no known nonconforming uses.

I hope this assist you in your inquiry, please call our office if you have any further questions or concerns.

Sincerely,

Debra A. Tulloch, Administrative Assistant
Lowndes County Zoning Office

Attachments: ULDC Excerpt – 4.02.00 Site Design Standards for Special and Overlay Districts
ULDC Excerpt – 4.02.03 Site Design Standards for the Valdosta Regional Airport Overlay



4.01.03 Design Standards for Single-Family dwellings

A. General

1. This section applies to all single-family residential structures, whether constructed on-site or partially or wholly constructed off-site.
2. Structures subject to these standards shall meet the standards for the zoning district in which the structure is proposed for location.
3. Manufactured homes located in a manufactured home park shall meet the standards for manufactured home parks set forth in Section 4.03.26 and are exempt from the standards set forth in Section 4.01.03(B).

B. Additional standards to ensure appearance consistent with the surrounding neighborhood are provided in Table 4.01.03(B) and required as follows:

1. All homes shall be situated on the lot so that the conventional front of the home faces the front yard.
2. The building shall be constructed according to standards established by the applicable codes listed in Section 1.07.04, and/or the State Minimum Standard Codes, the Standard Building Code, the National Manufactured Housing Construction and Safety Standards Act, or the State of Georgia Industrialized Building Act.
3. A manufactured home permanent foundation must meet the requirements of the manufacturer's permanent installation instructions. In the event the manufacturer's installation instructions are no longer available, the Rules & Regulations of the applicable Division of the Office of the Georgia Commissioner of Insurance or the codes listed above in Section 4.01.03 (2) shall be followed.
4. Roof materials shall be wood shakes, asphalt composition, wood shingles, standing seam metal, concrete, clay tile, fiberglass tiles, slate, or built-up gravel materials.
5. The area beneath the home shall be enclosed. The enclosure will include the space between the floor joists and the ground level, except for the required minimum ventilation and access. Said access shall remain closed when not being used for that purpose.
6. For manufactured homes, all tongues, wheels, axles, transporting lights, and other towing apparatus shall be removed from the home and placed out of sight prior to occupancy.
7. At each exterior door, there shall be a landing that is a minimum of thirty-six (36) inches by thirty-six (36) inches. Such landing shall be securely affixed to the ground and shall be constructed of materials similar to other housing in the surrounding area, where porches, landings, or stoops are constructed.



LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE
SITE DESIGN STANDARDS

CHAPTER 4

Table 4.01.03(B) Additional Design Standards

Design Standard	Zoning districts	
	E-A, R-A, Residential/Mixed Use PD-R, & MAZ III	Residential/Mixed Use P-D, R-1, R-21, R-10, & MAZ II
Minimum Building Width* (feet) *As measured from the front wall of the dwelling to the back wall of the dwelling .	13.5	21
Minimum Roof Pitch	3:12	3:12
Minimum Front and Rear Roof Overhang* (inches) *As measured from the wall of the dwelling to the outermost edge of the starter trim, drip rail, shingles, or the guttering system.	0	5
Exterior Siding Material	All are permissible.	Wood, masonry, concrete, stucco, masonite, vinyl lap, or other materials of like appearance. The siding shall not be made of metal or any similar shiny or reflective material.
Skirting Material	Brick, concrete, wood, rock, vinyl or other materials specifically manufactured for the purpose of skirting.	Brick, concrete, wood, rock, or other materials specifically manufactured for the purpose of skirting. Vinyl skirting is not allowed.

4.02.00 SITE DESIGN STANDARDS FOR SPECIAL AND OVERLAY DISTRICTS

Overlay Districts are a special purpose zoning classification used to supplement, but not change the regulations of the current **zoning districts**, called the "underlying **District**," in order to protect and promote public/private investment. More stringent controls generally apply within the **Overlay District** than would normally be required in the underlying **districts**.

Bold Lettering Indicates
Definition Available in Section 1.09.02

4-9

December 8th 2015
Ordinance 06-1382



4.02.01 Site Design Standards for the Corridor Road (COR) Overlay District

A. Description

The Corridor Road (COR) **Overlay District** shall be defined as the corridor of land extending 400 feet in depth from the outer most edge of the existing **right-of-way** of roads designated for corridor overlays on the Lowndes County Zoning Map. The COR **Overlay District** applies to unincorporated lands within the legal jurisdiction of the Lowndes County Board of Commissioners.

B. Purpose

1. The purpose of the COR **Overlay District** is to provide for a superior environment along a major transportation corridor through the application of an **Overlay District**. The **Overlay District** regulations are intended to supplement the regulations of the underlying **districts** and to provide for harmony and compatibility of **development** over the length of the corridor.
2. This **district** is established to protect the public investment in a major highway and ensure that this can continue to serve its primary function of moving volumes of traffic safely. Provisions of the COR **Overlay District** are therefore intended to expedite the free flow of traffic and reduce the hazards arising from unnecessary points of ingress and egress and cluttered roadside **development**.
3. The **Overlay District** is intended to enhance the value of adjacent lands by preserving land, extending the useful life of the highway, avoiding **development** patterns that conflict with the roadside and the surrounding area, and reducing the risks of creating blighted **development**. Insuring the attractiveness of roadside **uses** will contribute to and enhance trade, tourism, capital investment, and the general welfare.

C. The following standards shall apply within the COR **Overlay District**:

1. Lot width

Properties fronting a designated corridor road shall be required to have a minimum lot width of 250 feet.

2. Traffic Circulation and Access

a. Urban Section

- i. Median **cuts** along a designated corridor shall be permitted at a minimum spacing of one (1) for every one-half (1/2) mile or 2,640 feet. Establishing the location of the median **cuts** shall be done on a first come, first served basis.
- ii. **Curb cuts** along a designated corridor road shall be permitted at a minimum spacing of one (1) for every one-quarter (1/4) mile or 1,320 feet. Like median **cuts**, establishing the location of the **curb cuts** shall be done on a first come, first served basis.



- b. **Rural Section.** The minimum spacing of median **cuts** and curbs **cuts** along rural sections of a designated corridor shall follow the standards published by ASHTO.

3. **Interconnectivity**

- a. Unless a pre-existing hardship is present, a minimum of a 24-foot wide ingress/egress **easement** will be required for all properties fronting a designated corridor road. The purpose of this **easement** shall be for inter-connectivity and sharing of **curb cut** access among these properties, any required landscaping, parking spaces along the roadway as necessary, two-way traffic flow, and any other required provisions that may be necessary.
- b. Circulation drives shall interconnect all **lot** access points with all vehicle parking, loading, servicing, and like areas and **structures**, in order to create an on-site circulation network which, together with any service drives abutting the **lot**, will provide a safe and convenient means for **lot** servicing and fire protection. Table 4.02.01(A) provides the standards to determine connectivity:

Table 4.02.01(C)(3). Interconnectivity within the Corridor Road Overlay District.

Road Frontage	Connectivity
Less than 500 feet	<ul style="list-style-type: none">Both adjoining properties
Between 500 feet and 1,000 feet	<ul style="list-style-type: none">At least 1 adjoining property andAll adjoining lots with less than 500 ft. road frontage
Greater than 1,000 feet	<ul style="list-style-type: none">All adjoining lots with less than 500 ft. road frontage

4. **Parking**

Parking within the Corridor Road **Overlay District** shall conform to the provisions established in Section 6.01.03 and shall also include the following standards:

- a. For every four (4) or fewer rows of parking spaces delineated, one (1) raised **parking lot island** shall be provided along the length of each row, thereby creating separated **parking areas** to aid in safe and orderly **use** of the **lot** and confine vehicular movement to marked drives.
- b. Such islands shall also be constructed at the ends of the rows of parking spaces or at other locations where circulation drives intersect.
- c. Such islands shall act as traffic barriers and conform to the following specifications:



LOWNDES COUNTY UNIFIED LAND DEVELOPMENT CODE

SITE DESIGN STANDARDS

CHAPTER 4

Table 4.02.01(C)(4). Parking lot islands within the COR Overlay District.

Design Feature	Standard
Height of island	<ul style="list-style-type: none">• Minimum six (6) inches from parking lot surface
Length of island	<ul style="list-style-type: none">• Equal to length of the parking row
Width of island	<ul style="list-style-type: none">• Eight (8) feet if landscaped• Six (6) feet if not landscaped• Forty (40) feet at end of parking rows to form an "T" configuration

- d. Circulation drives shall be clearly defined and marked appropriately with arrows and the like to assist public circulation into, on, and out of the property and through **parking lot** areas.

5. Signs

All **Signs** within the Corridor Road **Overlay District** shall conform to the provisions established in Section 5.04.00 and shall also include the following standards:

- Freestanding **signs** shall be mounted on a permanent foundation, and shall be limited to a maximum 150 square feet in area, and a maximum thirty five (35) feet in **height**.
- All freestanding **signs** shall have a landscaped area at the base of the **sign** which is a minimum of three (3) feet wide on each side, and at least the length of the **sign**.
- The **sign** area landscaping shall consist of a dense vegetative ground cover or a minimum one (1) shrub per three (3) linear feet of landscaped area on each side of the **sign**.
- Landscaped areas containing shrubs greater than three (3) feet in **height** shall be located a minimum of twenty (20) feet from the intersection of two (2) **street** rights-of-way lines, or the intersection of a **street right-of-way** line with a driveway pavement edge.
- Sign** area landscaping shall be maintained in good condition at all times.

4.02.02 Site Design Standards for Twin Lakes Area (TLA) Overlay District

A. Description

The Twin Lakes Area (TLA) **Overlay District** shall be defined as all property abutting or adjacent to Long Pond, Twin Lakes, or Dykes Pond, defined as the Twin Lakes Area of Lowndes County.

B. Purpose

The purpose of this **district** is to promote **residential development** of the Twin Lakes Area and to protect the area from **higher density development** that would be detrimental to surrounding property and the usefulness of the water bodies.



C. The following standards shall apply within the TLA Overlay District:

1. All **development** shall conform to the standards of the R-10 zoning district, except as otherwise provided in this section.
2. Principal land uses within the TLA Overlay District shall be limited to single family residential.
3. Within the TLA Overlay District, the minimum required rear setback does not apply to any structure located over water bodies.

4.02.03 Site Design Standards for the Valdosta Regional Airport Overlay District (VLD)

A. Generally

1. Airport zoning regulations are important for both the protection of airspace and land use compatibility in relation to the airport. The regulations set forth in this section are intended to prevent encroachment into the runway protection zones, airspace zones, and noise zones of the Valdosta Regional Airport. Further, these regulations are intended to ensure that structures, such as but not limited to telecommunication towers/cellular antennas, buildings, water tanks, smokestacks, power lines, and cranes, are not erected too close to the airport.
2. The specific purposes of the regulations set forth in this section are:
 - a. To protect the health, safety, and welfare of persons and the value of property within the vicinity of the Valdosta Regional Airport in Lowndes County, Georgia;
 - b. To provide for the safe and efficient operation of the Valdosta Regional Airport;
 - c. To ensure the safety of flyers using the Valdosta Regional Airport from hazards to air navigation;
 - d. To ensure compatibility between Valdosta Regional Airport and surrounding land uses; and
 - e. To protect the Valdosta Regional Airport from encroachment of incompatible uses, structures, and natural growth.
3. Illustrations and additional details regarding FAA designations of approach zones, surface zones, runways, and other physical features of the airport layout may be found in *FAA Advisory Circular 150* and in the *Airport Master Plan Update*, dated April 2001, prepared for the Valdosta – Lowndes County Airport Authority.
4. Runway protection zones are established within the VLD Overlay District. These protection zones are described on the Part 77 Plan, and as depicted on drawing “6 of 8” in the *Airport Master Plan Update*.
5. This section establishes standards that apply to any development, use, alteration, structure, or natural growth on any lot or portion thereof, which is in whole or in part contained within the boundaries of the VLD Overlay District. The standards and criteria apply only to that



portion of the subject property within the boundaries of the VLD **Overlay District**. These standards and criteria shall be applied in **addition** to the site design standards for the underlying **zoning district**. In the event of a conflict between the requirements of the VLD **Overlay District** and the underlying **zoning district**, the stricter standard shall apply.

6. The provisions of this section do not require any change in the **construction**, or intended **use** of any **structure**, the **construction** or alteration of which was begun prior to the effective date of this ULDC and which is pursuant to a valid **building permit**.

B. The following generalized land **uses** are prohibited within **runway protection zones**:

1. Any natural growth, tree, or man-made **structure** that exceeds thirty (30) feet in **height**.
2. Combustible Material Storage, Single-family dwellings, Two-family dwellings, Multi-family dwellings, Manufactured homes, **Manufactured Home Communities**, **Family Personal Care Homes** (4-6 residents), **Group Personal Care Homes** (7-15 residents), Hospital, Nursing Homes, **Congregate Personal Care Homes**, **Transitional Care Facility**, **Correctional Facility**, Agricultural Processing, Agricultural Sales (wholesale and retail), Agricultural Outdoor Storage, Bed and Breakfast Lodging, **Club**, **Lodge**, Meeting or Event Facility, Day Care Center (19+ children), Home Day Care (7-18 children), **Family Day Care** (6 or less children), Farmers Market and Outdoor Sales, Financial Institutions, Banks and Credit Unions, Funeral Home, Gasoline Station (With or without a Convenience Store), Government and Civic **Buildings** (Including Library, Museum, and Cultural Facilities), Grocery Store, Hotels and Motels, **Landfill** (Sanitary or Inert), Laundry (Self-Service), Lounge, Bar, Nightclub, Industrial uses with Nuisance Features (Such as Odor, Noise, Vibration, or Hazardous Materials), Medical and Dental Clinics, Medical and Dental Laboratories, **Personal Services** (Barber, Beauty, Shoe Repair, and Dry Cleaning Pick-Up), Professional Offices, Radio Towers, TV Towers, Telecommunication Towers, Amusement Parks, Drive-In Theaters, Nature Facilities, Picnic Areas, Parks, Trails, Indoor Recreation (Such as Billiard Parlors, Bowling **Alleys**, Game Rooms, and Skating Rinks), Outdoor Recreation (Such as Miniature Golf, Stables, Marinas, Sports Fields, and Fishing/Hunting Preserves), **Recreational Vehicle Parks**, Campgrounds, Religious uses and Facilities, Restaurants, Retail Stores, Business Schools, Commercial Schools, Private K-12 Schools, Private Colleges, Universities, Trade Schools, Industrial Schools, Studios (Such as Music, Dancing, Art, or Photography



- Schools), Theaters (Movie or Performing Arts (Indoor Only)), and Truck Stops.
3. Land **uses** that attract birds or which **significantly** increase the potential for interference of airborne fowl with landing and departing aircraft such as **stormwater management** facilities or waste disposal/handling facilities.
 4. **Construction** activities and land **uses** that would produce smoke and/or dust in such a manner to impair visibility of pilots using the airport.
 5. High intensity lighting, including, but not limited to, lighting for **signage**, private drives, **parking lots**, and security, which is located in such a manner as to impair the visibility of pilots using the airport, unless such lighting is properly shielded.
 6. Land **uses** which create electrical interference with navigational **signals** or radio communications between the airport and aircraft.
 7. Land **uses** which make it difficult for flyers to distinguish between airfield lights and other lights, results in glare in the eyes of flyers using the airfield, impairs visibility in the vicinity of the airfield, or otherwise endangers the landing, takeoff, or maneuvering of aircraft.
- C. No **building** or **structure** shall be erected, altered, or maintained in a zone created by this section to a **height** in excess of the **height** limit established below. Such **height** limitations are computed from the established airport elevation.
1. Precision approach zone – Slopes fifty (50) feet outward for each one (1) foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended **runway** centerline; thence slopes upward forty (40) feet horizontally for each foot vertically to an additional horizontal distance of 40,000 feet along the extended **runway** centerline.
 2. Non-precision approach zone – Slopes thirty-four (34) feet outward for each one (1) foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended **runway** centerline.
 3. Visual approach zone – Slopes twenty (20) feet outward for each one (1) foot upward beginning at the end of and at the same elevation as the primary surface and extending to a horizontal distance of 10,000 feet along the extended **runway** centerline.
 4. Transitional surface zone – One (1) foot in **height** for each seven (7) feet in horizontal distance beginning at the lateral edge of each approach zone of the **runways**, measured at right angles to the longitudinal center line of the **runway**, extending upward to a maximum **height** of 1,026 feet above **mean sea level**. Where the non-precision instrument approach zones project beyond the conical zone,



there are established **height** limits sloping seven (7) feet outward for each one (1) foot upward beginning at the sides of and the same elevation as the approach surface, and extending a horizontal distance of 5,000 feet measured at ninety (90) degree angles to the extended **runway** centerline.

5. Horizontal surface zone – 1,026 feet above **mean sea level**.
 6. Conical surface zone – One (1) foot in **height** for each twenty (20) feet of horizontal distance beginning at the periphery of the horizontal zone and at 1,026 feet above **mean sea level** and extending to a **height** of 1,226 feet above **mean sea level**.
- D. Noise protection requirements apply within the area shown on drawing “7 of 8” in the *Airport Master Plan Update* within the 65 Ldn noise contour for the specified **uses** below.
1. The noise protection zones are based on the LDN noise contours for airport noise developed as part of the *Airport Master Plan Update*. A property is considered inside the noise zones if any LDN noise contour line crosses all or part of the property.
 2. All new **residential**, school, hospital, nursing home, or library, **buildings** shall be constructed with sound protection based on the level of noise exposure, which can be determined by the location of the **building** within the adopted noise contour maps. Sound attenuation is not required if the site is located outside the 65 Ldn noise contour. Noise reduction standards, **construction**, and methods are specified in *FAA Advisory Circular 150*.

E. Permits For Certain Other Future Uses

Within the VLD Overlay Zone, no material change shall be made in the **use** of land, and no **structure** or natural growth shall be materially erected, altered, planted, or otherwise established unless a **permit** has been granted as set forth in Chapter 10, including notification of the **Director** of the Valdosta – Lowndes County Airport Authority.

F. Hazard marking and lighting

In order to carry out the intended purpose of this section, any **permit** or **variance** granted under the provisions of this ULDC may be granted with the conditions that the owner of the **structure** or natural growth in question shall, at his or her own expense, install, operate, and maintain thereon such markers and lights as may be necessary, to indicate to aircraft pilots the presence of a hazard to air navigation. (See Chapter 9 regarding **variance** procedures and Chapter 10 regarding issuance of **Development Permits**.)

G. Navigation Easement

Any **permit** or **variance** granted under the provisions of this ULDC may be granted with the condition that the owner of the **structure** or natural growth in question shall enter into a navigation **easement**, which shall be in a form established by the Lowndes County, signed by the landowner,



recorded in the Lowndes County Clerk's Office, and a note on all final plats and site improvements plans, indicating the book and page of the recorded **easement**, shall be required. (See Chapter 9 regarding **variance** procedures and Chapter 10 regarding issuance of **Development Permits**.)

4.02.04 Site Design Standards for the Moody Activity Zoning districts (MAZ)

- A. The purpose of the Moody Activity Zoning districts (MAZ I, MAZ II, and MAZ III) is to:
1. Ensure safety to people and property within the MAZ;
 2. Prohibit the establishment of incompatible **structures** within the designated MAZ I, II and III;
 3. Protect the airspace, Military Operating Area, approach zones, inner horizontal zones, conical zones, outer horizontal zones, and transitional zones from the establishment of **structures** or placement of objects that interfere with the safe operation of aircraft;
 4. Limit land **uses** within the MAZ to those **uses** that are compatible with the Moody Air Force Base;
 5. Protect people and property from the potential adverse effects of aircraft noise; and aircraft crashes and
 6. Ensure the continued presence of the Moody Air Force Base in Lowndes County.
- B. Location of **districts** within the MAZ:
1. MAZ I: Dominantly includes all Moody AFB owned property, plus Clear Zones and Accident Potential Zones (APZs) I.
 2. MAZ II: Dominantly includes APZs II and areas between the outer boundaries of MAZ I and the inner boundaries of MAZ III.
 3. MAZ III: Dominantly includes areas between the outer boundary of MAZ II and the outer boundary of the MAZ.
- C. **Development** standards within the MAZ Zoning districts
1. Within the MAZ, in addition to those uses prohibited in Chapter 2, the following **uses** are prohibited:
 - a. **Multi-Family Residential Development**; and
 - b. **Single-Family Residential** with a **Density** of more than one (1) unit per two and one-half (2.5) acres.
 2. **Buildings, structures**, and objects with a **height** of ninety (90) feet or more are prohibited, except where the Moody Air Force Base Installation Commander or designated representative specifically certifies that the proposed **height** is not a hazard to aircraft take-offs, landings, or flight operations.
 3. All lights used in conjunction with **streets**, parking, **signs**, and **uses** of land shall be arranged and operated in such a manner that they do not interfere with pilot vision during take-off, landing, or flight operations.



Terms and Conditions

The following Terms and Conditions apply to all properties offered in this auction. Seven Hills Auctions, LLC hereinafter "Auctioneer", shall be construed to apply to all officers, principals, employees, agents and/or any other representatives hired or contracted with the Auctioneer. Anyone participating in the auction by registering for the auction, placing a bid or bidding on behalf of another person or entity with a Power of Attorney shall hereafter be referred to as a "Bidder".

All Bidders are required at the time of registration to acknowledge that they have reviewed and accepted the Terms and Conditions. Additionally, by placing a bid the bidder is specifically acknowledging and accepting the conditions stated in these Terms and Conditions as well as the provisions in the Purchase and Sale Agreement.

Agency: The Auctioneer is acting as an exclusive agent for the Seller in this transaction. The Auctioneer does not represent the Bidder.

Due Diligence: All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own site visit, necessary due diligence, inspections, as well as review and/or analyze each property prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.

Inspection: Each Bidder is encouraged to inspect the property prior to Bidding. When shown, contact the listing agent for scheduled inspection times or for an appointment. Where no listing agent is identified, contact the auctioneer for information on how to obtain access to a property. If a property is identified as "Occupied" contact the auctioneer or listing agent to see if times are available for inspection and do not disturb the tenant.

Auctioneer Authority: The auctioneer shall make the sole and final decision as to the winning high bid amount. Acceptance by the online bidding platform does not necessarily constitute an accepted bid by the auctioneer.

Buyer's Premium: The successful bidder will be required to pay a buyer's premium of 10% of the final accepted bid price. The buyer's premium shall become part of the total purchase price in the Purchase and Sale Agreement.

Online Bidder - Escrow Deposit & Contract Execution: The Purchase and Sale Agreement, wiring instructions and closing information will be emailed to the successful online Bidder immediately following the ending of the auction or upon bid acceptance by the seller. The successful bidder must within 48 hours execute the Purchase and Sale Agreement and remit an earnest deposit. The earnest deposit is calculated from the total purchase price (i.e. high bid amount plus the buyer's premium). For properties with a total purchase price of \$2,499 or less the full purchase price is due, for properties selling for \$2,500 to \$100,000 the greater of \$2,500 or 20% is due, for properties selling for \$100,001 to \$200,000 15% is due and for properties selling from \$200,001 or greater 10% is due.

Live Bidder - Escrow Deposit & Contract Execution: A successful bidder at the live auction must execute the Purchase and Sale Agreement and remit an earnest deposit the day of the auction. The earnest deposit is calculated from the total purchase price (i.e. high bid amount plus the buyer's premium). For properties with a total purchase price of \$2,499 or less the full purchase price is due, for properties selling for \$2,500 to \$100,000 the greater of \$2,500 or 20% is due, for properties selling for \$100,001 to \$200,000 15% is due and for properties selling from \$200,001 or greater 10% is due. Earnest deposits may be made by wire transfer, cash, certified funds or a business or personal check.

Online Auction Registration: In order to be eligible to bid, participants must: (1) set up a bidder account at 7hauctions.com and (2) remit a bid deposit of \$5,000 to Seven Hills Auctions, LLC, no later than 3:00 P.M. on Friday, March 13, 2020, by wire transfer or certified funds. The bid deposit will be held in Seven Hills Auctions, LLC escrow account and will be applied to the winning bidders total escrow deposit due. For any unsuccessful bidders the bid deposit will be returned within five business days following the closing of the auction.

Live Auction Registration: Registration at the live auction will be open one hour prior to the start of the auction. A photo id or driver's license must be presented at the time of registration. If you are bidding on behalf of another party a notarized power of attorney must be presented during registration and completion of the contract. If you will be taking title in a company, trust or partnership you will need to provide documentation showing proof of signing authority.

Closing: All properties must close within thirty (30) days of the "binding agreement date", unless otherwise stated in the Purchase and Sale Agreement. The "binding agreement date" is the date in which the last signatory party executes the Purchase and Sale Agreement. The closing will be conducted by the firm shown on the individual property specific web page at 7hauctions.com. All closing cost will be paid by the successful Bidder including, but not limited to, attorneys' fees to prepare the closing

documents and deed, closing coordination fee, title examination, transfer tax and purchaser's legal fees. Taxes and property owner association dues will be prorated as of the date of closing. Title Insurance will be available for purchase.

Survey (Oliver Tract Only): Should all tracts be sold in its entirety to a single purchaser the property will be conveyed by existing legal description. In the event the property sells divided a final survey will be completed by Southeastern Surveying, Inc. The cost of the survey will be paid by the purchasers at a rate of 28 cents per liner foot with common lines split 50/50 between adjoining purchasers. A boundary survey of the entire property has been recently completed by Southeastern Surveying, Inc. The individual tracts contain estimated acreage amounts and are not field measurements. The final acreage may vary slightly on individual tracts. Final sales prices will be adjusted on a per acre basis only if the final survey reveals a deviation of one acre or greater from what is advertised the day of the auction.

Broker Participation: Broker Participation is encouraged by the Auctioneer. A commission of 2% of the highest accepted bid (before adding a buyer's premium) will be paid to any qualified licensed real estate broker that holds a current and valid license in the state where the property is located. Commissions will only be paid at closing. In order to qualify the broker must submit the Broker/Bidder Participation Form no later than 1:00 P.M. EST on Friday, March 13, 2020. UNDER NO CIRCUMSTANCE WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION. A bidder is only allowed to be registered by one broker. Broker/Agents acting as a principal in the transaction are not eligible for a commission.

Non-Compliance: If a participant is the successful high bidder and fails to execute the Purchase and Sale Agreement and/or remit the earnest deposit with 5 days of the Purchase and Sale Agreement being delivered, the participant will be responsible for a Non-Compliance Fee of up to \$5,000. This Non-Compliance Fee is a penalty for failing to abide by the Terms and Conditions of the auction. Auctioneer at its discretion shall charge the credit card on file, retain the bid deposit or use any other means necessary to collect such fees. Any bidder that fails to execute a Purchase and Sale Agreement and/or remit an earnest deposit may also be prohibited from bidding on future auctions conducted by the Auctioneer. The Seller and Auctioneer, upon Non-Compliance by a bidder, reserves the right to immediately offer the property for sale.

Successful Bidder Default: A successful bidder that fails to close per the specific terms of the Purchase and Sale Agreement for any reason shall be required to release their earnest deposit to the Seller as nonexclusive liquidated damages as fully outlined in the Purchase and Sale Agreement.

Technical Problems: The auction will be conducted using simulcast and online bidding. Any technical problem that may arise from internet connectivity, hardware, software, human error, or any other such issue whether on behalf of the Bidder or Auctioneer may arise at any time without notice. In the event such technical problems arise, neither Auctioneer nor the Seller shall be responsible. Auctioneer, reserves the right to cancel, postpone and/or extend the bidding time in the event of such technical problems. Any actions the Auctioneer takes shall be final.

Additional Terms: All property is being sold "As-Is, Where-Is" with all faults and is selling subject to any existing restrictions, conditions, easements, zoning, property owners associations fees and all matters that may be revealed in a current survey, inspection and/or title examination. No warranty is expressed or implied as to the improvements, soil, environmental, wetlands, zoning or any other matters. The Auctioneer reserves the right to cancel the auction at any time, add properties or delete properties without notice. The seller reserves the right to reject any bid unless the property is selling "Absolute". The Seller and their agents reserve the right to place bids on the property up to the Seller's reserve. Any acceptance of a winning bid may be rescinded by the Seller, in the seller's sole discretion, for any reason prior to the Purchase and Sale Agreement being executed by the Seller, unless selling "Absolute". Neither the Auctioneer nor Seller will be responsible for any omissions or errors related to this auction, these terms and conditions, the Purchase and Sale Agreement and/or the closing documents. All bidders shall carefully review, inspect, analyze, perform any test or other necessary due diligence prior to bidding. Bidders shall make their own determination as to the accuracy of any due diligence or information provided by the Auctioneer or Seller. No personal property will be conveyed unless specifically denoted in the Purchase and Sale Agreement. The terms of the Purchase and Sale Agreement shall prevail in the event of any inconsistencies between the terms and conditions of the auction, announcements, communications by the Auctioneer and/or the Purchase and Sale Agreement. The Auctioneer is not responsible for any technical issues, missed bids or bids placed after the closing of the auction. The Auctioneer reserves the right, in its sole discretion, to revoke the bidding privileges of any bidder at any time for any reason.

Seven Hills AUCTIONS

Seven Hills Auctions, LLC:
GA/FL Broker: William C. Lee III
Firm: FL-CQ1057830; GA-77326
Auction License: GA: AUC003134,
FL: AB3765, AL:#5495

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800.742.9165



MEMBERS

Mar. 14, 2020