

(205) 364-7145 | P.O. Box 600 Gordo, Alabama 35466

## **WALTERS LAND SALE**

### PICKENS COUNTY, ALABAMA

### SEALED BID OPENING - FRIDAY, MAY 2, 2025, 1:00 PM

Timothy B. McCool, Attorney of McCool, Owens & McCool, along with Midsouth Forestry Services, Inc. is pleased to offer for sale by sealed bid a tract of land in Pickens County, Alabama. The property is located in the Zion Community only 8 miles north of Gordo, in Pickens County, Alabama, and conveniently located only 31 miles from Tuscaloosa, AL. The property will be offered for sale as a whole being +/- 60 acres.

The property is easily accessed by frontage on Double Branch Road and Hunter Road, both County graveled roads, and contains a good network of woods road to internal areas of the tract. The mixed stand of pine and hardwood timber offers the option of timber investment and management. Recreational and hunting opportunities are also available with abundant deer, turkey and small game in the area. Bear Creek and Elmore Creek both run through the property and intersect on the northern portion of the tract.

The property can be viewed at any time. However, there are two older homes on the property that may be beyond repair - the prospective buyer should make their own determination as to the condition of the homes. Anyone wishing to inspect the homes may do so ONLY with a Midsouth Forestry Services representative and will need to call and set up an appointment. Property is being sold "As Is - Where Is".

In all transactions, the Broker, Midsouth Forestry Services, Inc., is acting as agent for the Seller.

#### **DESCRIPTIONS**

All that portion of the Northeast Quarter of the Northwest Quarter of Section 9, Township 19 South, Range 13 West which lies West of the Shilo-Corr's public road (now known as Double Branch Road). This includes any portion of said forty which lies North of the public road which crosses the Northwest corner of said forty.

Ten (10) acres, more or less, lying West of the public road more particularly described as follows: Begin at a point where the West right-of-way of the public road intersects the North right-of-way of the Southeast Quarter of the Northwest Quarter, Section 9, Township 19 South, Range 13 West, and continue in a Southeasterly direction along the West right-of-way of said road for a distance of 620 feet; thence run West parallel with the North line of said forty a distance of 710 feet to a point; thence run Northwesterly parallel with the West right-of-way of said road a distance of 620 feet to the North line of said forty; thence run East along the North line of said forty a distance of 710 feet to the Point of Beginning. Said ten acres located in the Southeast Quarter of Northwest Quarter of Section 9, Township 19 South, Range 13 West.

AND ALSO: A parcel of land containing thirty-two (32) acres, more or less, situated in the Southeast Quarter of the Northwest Quarter and the Southwest Quarter of the Northeast Quarter of Section 9, Township 19 South, Range 13 West, Pickens County, Alabama more particularly described as follows: BEGIN at the Southwest corner of the Southwest Quarter of the Northeast Quarter and run thence North 33 degrees and 30 minutes East for a distance of 295 feet; thence run North 32 degrees 30 minutes East for 87 feet; thence run North 4 degrees East to a point on the South side of the public road; and thence run Northwesterly along the West side of the road to a point 620 feet South of the North boundary of the Southeast Quarter of the Northwest Quarter; thence run West, parallel with the North line of the Southeast Quarter of the Northwest Quarter for 710 feet; thence run Northwesterly, parallel with the roadway, 620 feet to the North line of the Southeast Quarter of the Northwest Quarter striking said line 710 feet West of the public road; thence run West along the North boundary of the Southeast Quarter of the Northwest Quarter to the Northwest corner thereof; thence South run South along the West line of the Southeast Quarter of the Northwest Quarter to the Southwest corner of said Southeast Quarter of the Northwest Quarter; thence run East along the South boundary of said Southeast Quarter of the Northwest Quarter to the Southeast corner thereof and the Point of Beginning. Said parcel is encumbered with the following easement for ingress and egress:

EASEMENT: An easement for a road 30 feet wide, being 15 feet on each side of the following described centerline: From the Northeast corner of the Northeast Quarter of Southwest Quarter of Section 9, Township 19 South, Range 13 West, run South 89 degrees 15 minutes West along the North line of said Northeast Quarter of Southwest Quarter of Section 9 for 15 feet to the Point of Beginning of herein described centerline of road; thence from said Point of Beginning run North 33 degrees 30 minutes East for 295 feet; thence North 32 degrees 30 minutes East for 87 feet; thence North 4 degrees 00 minutes East for 90 feet to a point on the South side of the public road, the Point of Ending of herein described centerline of road.

All property boundaries are marked by pink flagging - please see attached maps. Neither the Seller, nor Broker or Attorney, takes responsibility for accidents that may occur at any time while prospective buyers are on the property.

### SALE TERMS

This sale is on a sealed bid lumped sum basis and not on a per acre basis. Prospective buyers may only bid on the property as a whole. Prospective buyers should satisfy themselves as to the value and condition of the property.

It should be understood that the boundary lines and acreage shown in this prospectus and in all advertising and established property lines on the site are not guaranteed or warranted by Seller, Broker or Attorney. Results of any survey shall not alter the bid for said parcel. Property taxes for the 2025 tax year shall be prorated at sale closing. All mineral rights owned, if any, will be conveyed. Property sells "As Is – Where Is". Seller reserves the right to accept or reject any or all bids.

The information provided in this prospectus was obtained from sources deemed reliable, but is not guaranteed by Seller, Broker or Attorney. The property to be conveyed is subject to any and all existing easements and rights-of-way or any road or utility rights-of-way running over, under or through said property. The property is also subject to cemeteries or any facts which would be revealed by inspection, an accurate survey of said lands, or an inspection of public records.

Title will be conveyed by Warranted Deed. Property conveyed will be subject to all planning, zoning, health and other governmental regulations, if any.

#### **BID OPENING**

The prospective buyers should satisfy themselves as to the value and condition of the property. Prospective buyers may only bid on the property as a whole. Please mark envelopes in the left hand corner "Walters Land Sale". Sealed bids will be opened at 1:00 p.m., on Friday, May 2, 2025 at the office of Midsouth Forestry Services, Inc., P. O. Box 600, 25034 Highway 82, Gordo, Alabama 35466. All bidders are encouraged to attend the bid opening. Announcements at bid opening shall take precedence over all previous oral statements or printed material.

Bids should be on the bid sheets provided and may be mailed, delivered or emailed. Please see delivery addresses on bid sheet. Any nonconforming bids may be rejected. For further information and bid sheets, please contact Midsouth Forestry Services, Inc. at 205-364-7145 or Timothy B. McCool, Attorney at Law, at 205-367-8125 or tim@timmccoollaw.com.

If the Buyer is represented by any agent or broker, the said Buyer shall pay any fee, commission or expense incurred in such representation, and shall indemnify and hold harmless the Broker, Midsouth Forestry Services, Inc., the Attorney, Timothy B. McCool, their agents or employees with respect for such cost incurred and any liability.

All bids are subject to owner confirmation. An earnest money deposit of 5% of the bid price will be due at the signing of a Purchase Agreement.

## **CLOSING TERMS**

The successful bidder will be required to enter into a Purchase Agreement contract with the Seller within 5 working days after the sale. The 5% earnest money deposit will be placed in an escrow account and will be applied to the purchase price at closing. Full payment will be required at closing. Closing will take place within 30 days after signing Purchase Agreement.

The Seller will provide a Warranty Deed. Title Insurance, if desired, must be purchased by the Buyer at the Buyer's expense. If the Buyer requires a survey, payment for any survey shall be the responsibility of the Buyer.

If there are any questions, please call Midsouth Forestry Services, Inc. at 205-364-7145 or the Law office of Timothy B. McCool at 205-367-8125. We look forward to working with you.

Sincerely,

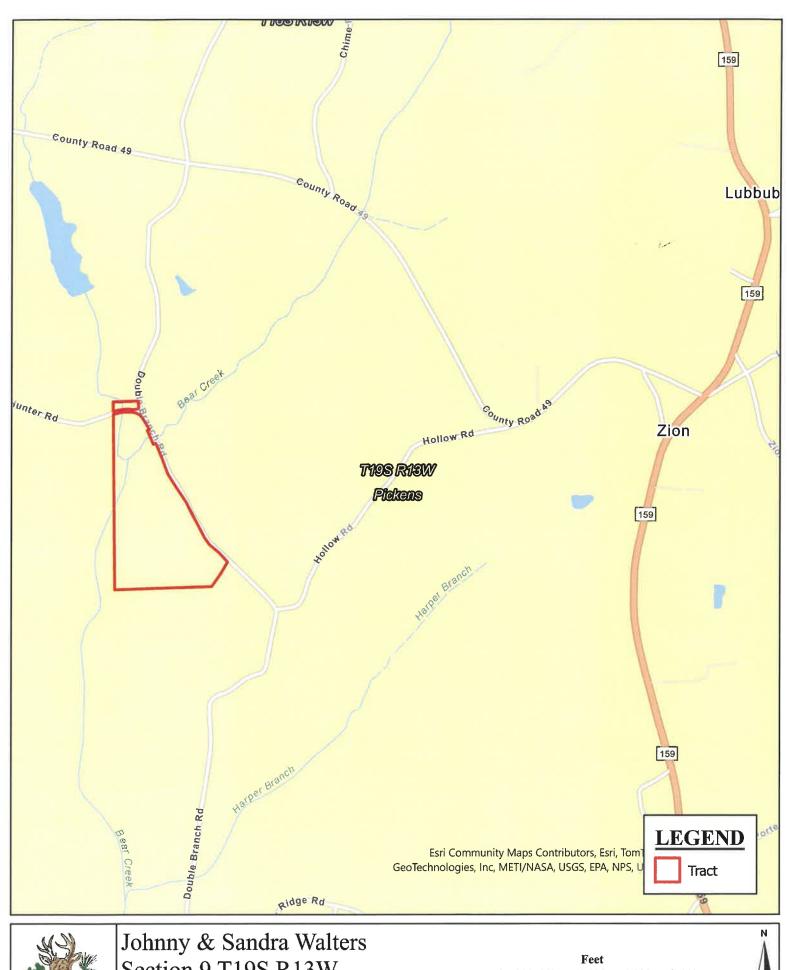
Timothy B. McCool

Attorney

McCool, Owens & McCool

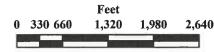
Dale Lancaster, Broker

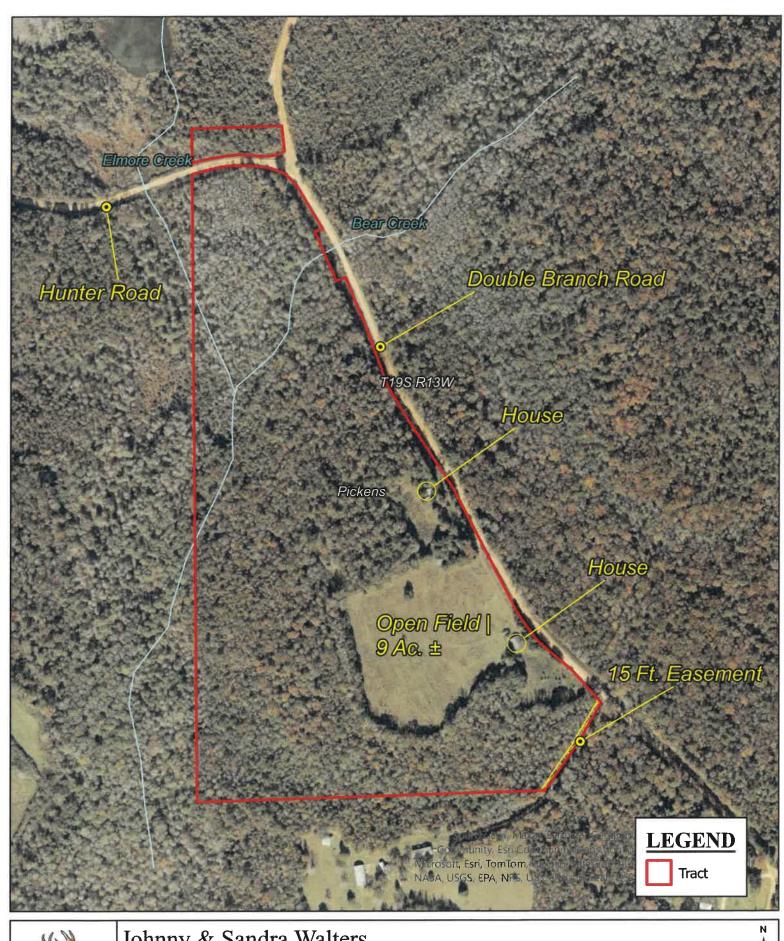
Alabama License No. 46371





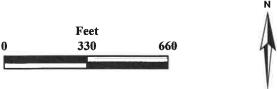
Johnny & Sandra Walters Section 9 T19S R13W Pickens County, Ala. | 60 Ac. ±

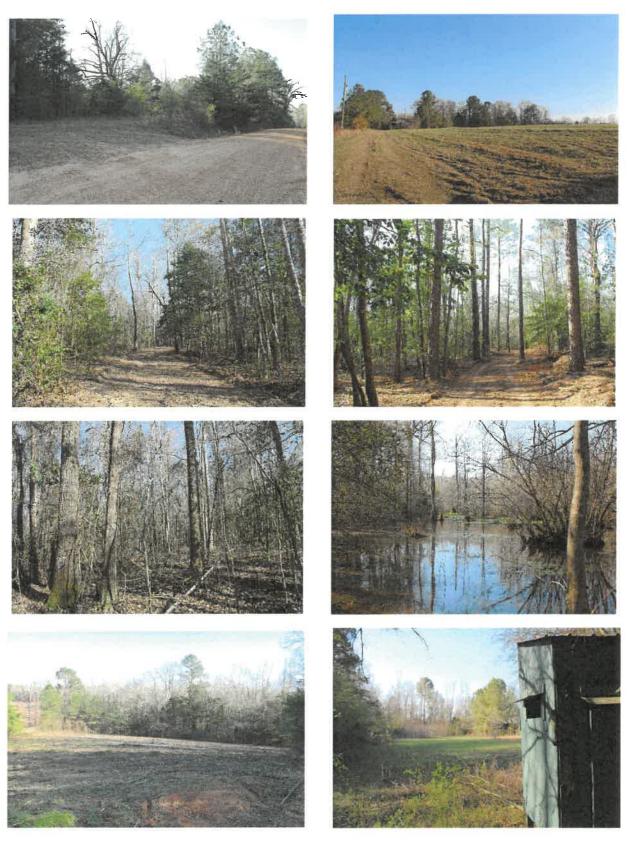






Johnny & Sandra Walters Section 9 T19S R13W Pickens County, Ala. | 60 Ac. ±





Additional photos, maps and information for the Walters Land Sale are available on our website at www.midsouthforestryservices.com.

# MIDSOUTH FORESTRY SERVICES, INC. REAL ESTATE BROKERAGE SERVICES DISCLOSURE

# THIS IS FOR INFORMATION PURPOSES THIS IS NOT A CONTRACT

\*Alabama law requires you, the consumer, to be informed about the types of services which real estate licensees may perform. The purpose of this disclosure is to give you a summary of these services.

A SINGLE AGENT is a licensee who represents only one party in a sale. That is, a single agent represents his or her client. The client may be either the seller or the buyer. A single agent must be completely loyal and faithful to the client.

A SUBAGENT is another agent/licensee who also represents only one party in a sale. A subagent helps the agent represent the same client. The client may be either the seller or the buyer. A subagent must also be completely loyal and faithful to the client.

A LIMITED CONSENSUAL DUAL AGENT is a licensee for both the buyer and the seller. This may only be done with the written, informed consent of all parties. This type of agent must also be loyal and faithful to the client, except where the duties owed to the clients conflict with one another.

A TRANSACTION BROKER assists one or more parties, who are customers, in a sale. A transaction broker is not an agent and does not perform the same services as an agent.

- \*Alabama law imposes the following obligations on all real estate licensees to all parties, no matter their relationship:
  - 1. To provide services honestly and in good faith;
  - 2. To exercise reasonable care and skill;
  - 3. To keep confidential any information gained in confidence, unless disclosure is required by law or duty to a client, the information becomes public knowledge or disclosure is authorized in writing;
  - 4. Present all offers promptly to the seller;
  - 5. Answer your questions completely and accurately.

Further, even if you are working with a licensee who is not your agent, there are many things the licensee may do to assist you. Some examples are:

- 1. Provide information about properties;
- 2. Show properties;
- 3. Assist in making a written offer;
- 4. Provide information on financing.

You should choose which type of service you want from a licensee, and sign a brokerage service agreement. If you do not sign an agreement, by law the licensee working with you is a transaction broker.

The licensee's broker is required by law to have on file an office policy describing the company's brokerage services. You should feel free to ask any questions you have.

The Alabama Real Estate Commission requires the real estate licensee to sign, date, and provide you a copy of this form. Your signature is not required by law or rule, but would be appreciated.

Name of Licensee MIDSOUTH FORESTRY SERV	ICES, INC./DALE LANCASTER
Signature Dale Kancanto	Date 3/26/25
Consumer Name	
Signature	Date
(Acknowledgment for Receipt Purposes Only)	



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## **WALTERS LAND SALE**

## PICKENS COUNTY, ALABAMA

## **BID SHEET**

Time/Date: 1:00 P.M., Friday, May 2, 2025

<b>Location:</b> Office of Midsouth Forestry Services	s, Inc., 25034 Highway 82, Gordo, AL 35466	
Name of Bidder:		
Address:		
Telephone/Cell No.:		
Authorized Signature:		
Email Address:		
Bid Amount: Sealed bid; Lump sum		
PROPERTY AS A WHOLE, +/- 60 ACRES	BID AMOUNT	
	\$	

## **BIDS MAY BE MAILED, DELIVERED OR EMAILED TO:**

MIDSOUTH FORESTRY SERVICES, INC., P. O. BOX 600, 25034 HWY. 82, GORDO, AL 35466

- OR -

info@midsouthforestryservices.com

5% Earnest Money Deposit will be due upon signing Purchase Agreement within 5 days of Seller's acceptance.