

Go Bid  
**NOW!**

# *Property Information*

*203 +/- Acre Row Crop Farm  
in Terrel County*

*Final Contract to Include a  
10% Buyer's Premium*

*Online Only Auction*



***Jerry Dunn Rd  
Dawson, Georgia 39842  
Tuesday, February 15, 2022, at 2 pm***



**WEEKS AUCTION GROUP**  
ACCELERATED REAL ESTATE MARKETING

(229)-890-2437

[www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com)

## Introduction

Dear Prospective Bidders,

Weeks Auction Group is pleased to announce the public auction of this 203+/- Acre Row Crop Farm in Terrell County.

This property consists of 135+/- acres in cultivation of which 118 +/- acres are irrigated. Looking to expand your farming operation? This farm is loaded with improvements to help get the job done. Whether you're looking for an income producing property, expanding a farming operation or a recreational tract these farms have it all! Offered in two (2) tracts bidders can purchase either tract or the farm as a whole.

Bidding for this property will open on February 1, 2022 at 10:00 am eastern time and continue to February 15, 2022. Bidding will begin closing at 2:00 pm eastern time subject to auto extensions. All bidding for this property will be conducted on the Weeks Auction Group online bidding platform at [www.WeeksAuctionGroup.com](http://www.WeeksAuctionGroup.com). Prior to placing any bids please read this Property Information Package along with the Bidding Terms and Conditions, and the Sample Purchase contract. All documents can be found online under the "Documents" tab.

Please don't hesitate to contact me if you have any question about the property, the auction process, or if you'd like to schedule a private showing of the property.

Sincerely,  
Weeks Auction Group, Inc.

Cameron Morris  
Auction Coordinator





**Auction Date and Time:** Tuesday, February 15, 2022 at 2:00 pm

**Open House Dates and Times:** Call Cameron Morris for a private showing.

**For More Information Contact:** Cameron Morris  
Weeks Auction Group, Inc.  
(229) 890-2437 – Office  
(229) 881-7643 – Cell  
Cameron@BidWeeks.com

## Property Information

**Property Address:** Jerry Dunn Road, Dawson, Georgia 39842

**Auction Date:** Tuesday, February 15, 2022 at 2:00 pm

**Property Size:** 95 +/- Acres  
107 +/- Acres

**Assessor's Parcel Numbers:** 95 Acres - 038 045  
107 Acres - 048 001

**Tax Bill Amount:** 95 Acres - \$970.76 (CUVA Expired)  
107 Acres - \$1,293.18 (CUVA Released)

**Driving Directions:** From **Parrott** take US Highway 520 South 1.3 Miles towards Dawson. Turn Left on Kennedy Pond Road for 5.5 Miles East. Turn Left on Highway 49 for 1 Mile. Turn Left on Jerry Dunn Road (Dirt) and the property begins on both sides of the road in just 0.3 Miles. ***"Watch for Auction Signs!"***

From **Dawson** take US Highway 520 North 1.1 miles towards Columbus. Turn Right on Highway 45 North (Plains Highway) for 5 Miles. Turn Right on Highway 49 for 2.5 Miles. Turn Left on Jerry Dunn Road (Dirt) and the property begins on both sides of the road in just 0.3 Miles. ***"Watch for Auction Signs!"***

### Important Selling Features:

- Irrigated Row Crop Farmland Opportunity
- 203+/- Total Acres
- 135+/- Acres of Row Crop Farmland (67%)
- 118+/- Acres of Irrigated Farmland (87%)
- 8" Submersible Deep Well
- (6 Tower Full Circle) Valley Pivot
- (5 Tower Windshield Wipe) Zimmatic Pivot
- 460 Sq. Ft. Newly Renovated Cabin (Well & Septic)
- 50' x 75' Open Barn Totaling 3,750 SF
- Strong Bases
- Great Row Crop Investment
- Offered In 2 Tracts

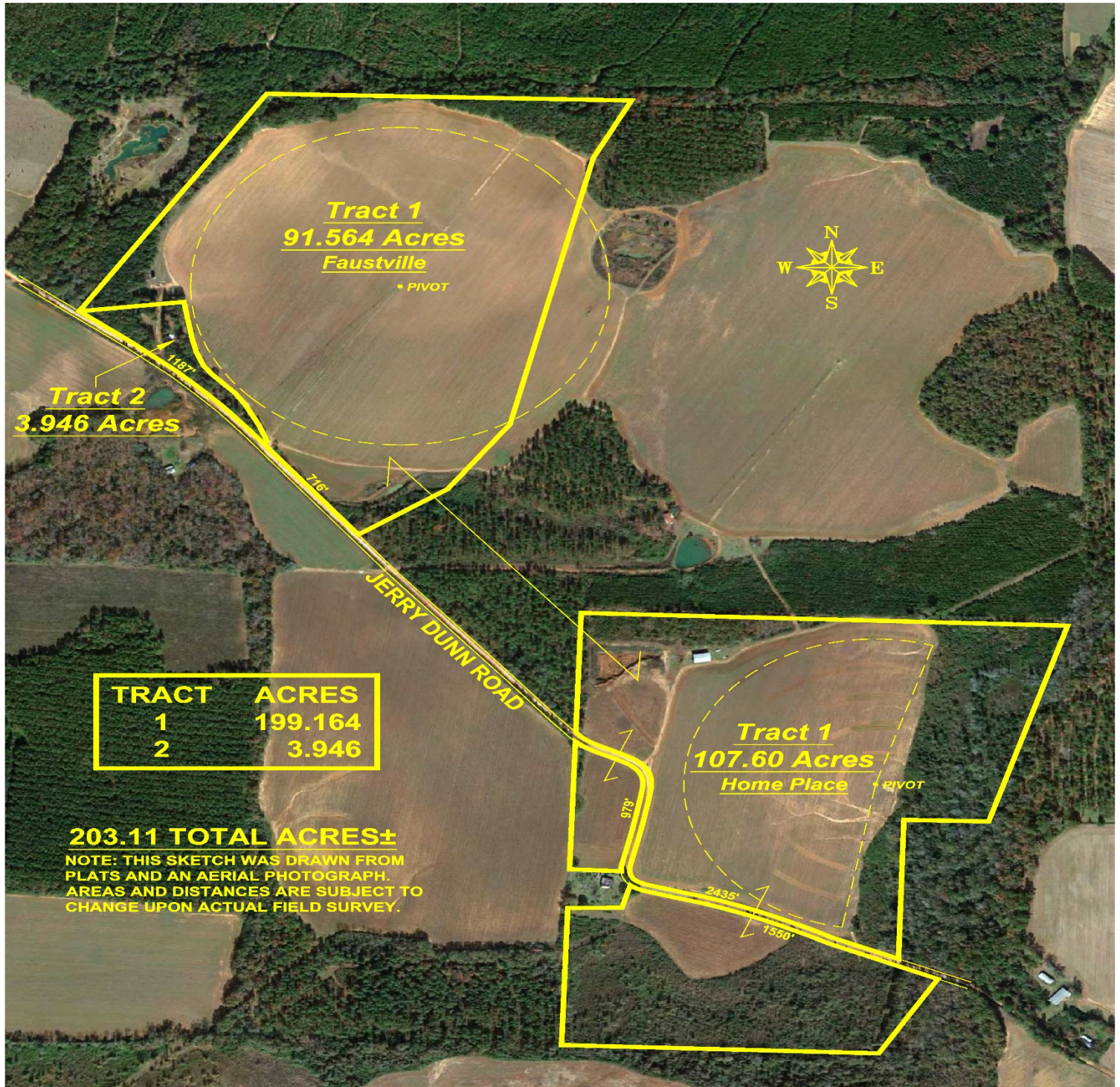


## **Special Auction Terms**

As additional consideration of this Auction, the purchaser will be required to execute a 5 year Farm Lease to rent an additional 97 +/- acres of adjacent irrigated cropland for \$17,000 annually. After execution of the lease agreement the purchaser will receive an easement agreement for underground irrigation piping & a Right of First Refusal to purchase the leased farm.

For complete details please review the Lanier Farm Documents included in this Property Information Package. For additional information, please call Cameron Morris at (229) 881-7643.

## Ariel Map





## 95 Acres

### Farm Service Agency Form 156-EZ Page - 1

**Georgia** **U.S. Department of Agriculture** **FARM: 3426**  
**Terrell** **Farm Service Agency** **Prepared: 12/29/21 1:06 PM**  
**Report ID: FSA-156EZ** **Abbreviated 156 Farm Record** **Crop Year: 2022**  
**Page: 1 of 2**

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

<b>Operator Name</b> FAUST, JAMES MALLORY	<b>Farm Identifier</b>	<b>Recon Number</b> 2020 - 8
--	------------------------	---------------------------------

**Farms Associated with Operator:**  
129, 1244, 1525, 2733, 2769, 3027, 3190, 3438

**ARC/PLC G/W Eligibility:** Eligible

**CRP Contract Number(s):** None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
94.33	81.71	81.71	0.0	0.0	0.0	0.0	0.0	Active	1

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP
0.0	0.0	81.71	0.0	0.0

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT, CORN , PNUTS SNFLR, SOYBN, SUP	NONE	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	12.41	37	0.00
CORN	5.52	167	0.00
PEANUTS	62.67	4543	0.00
SEED COTTON	0.8	2239	0.00
<b>Total Base Acres:</b>	81.4		

**Tract Number:** 9553 **Description**  
**FSA Physical Location :** Terrell, GA **ANSI Physical Location:** Terrell, GA

**BIA Range Unit Number:**

**HEL Status:** HEL Determinations not complete **Recon Number**

**Wetland Status:** Tract does not contain a wetland **2013- 3**

**WL Violations:** None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
94.33	81.71	81.71	0.0	0.0	0.0	0.0	0.0

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP
0.0	0.0	81.71	0.0	0.0

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	12.41	37	0.00



## 95 Acres Farm Service Agency Form 156-EZ Page – 2

Georgia

U.S. Department of Agriculture

**FARM: 3426**

Terrell

Farm Service Agency

Prepared: 12/29/21 1:06 PM

Report ID: FSA-156EZ

### Abbreviated 156 Farm Record

Crop Year: 2022

Page: 2 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
CORN	5.52	167	0.00
PEANUTS	62.67	4543	0.00
SEED COTTON	0.8	2239	0.00
<b>Total Base Acres:</b>	81.4		

Owners: FAUST, JAMES MALLORY

Other Producers: None

## 95 Acres Farm Service Agency Form 156-EZ Map



**Terrell County  
Georgia**

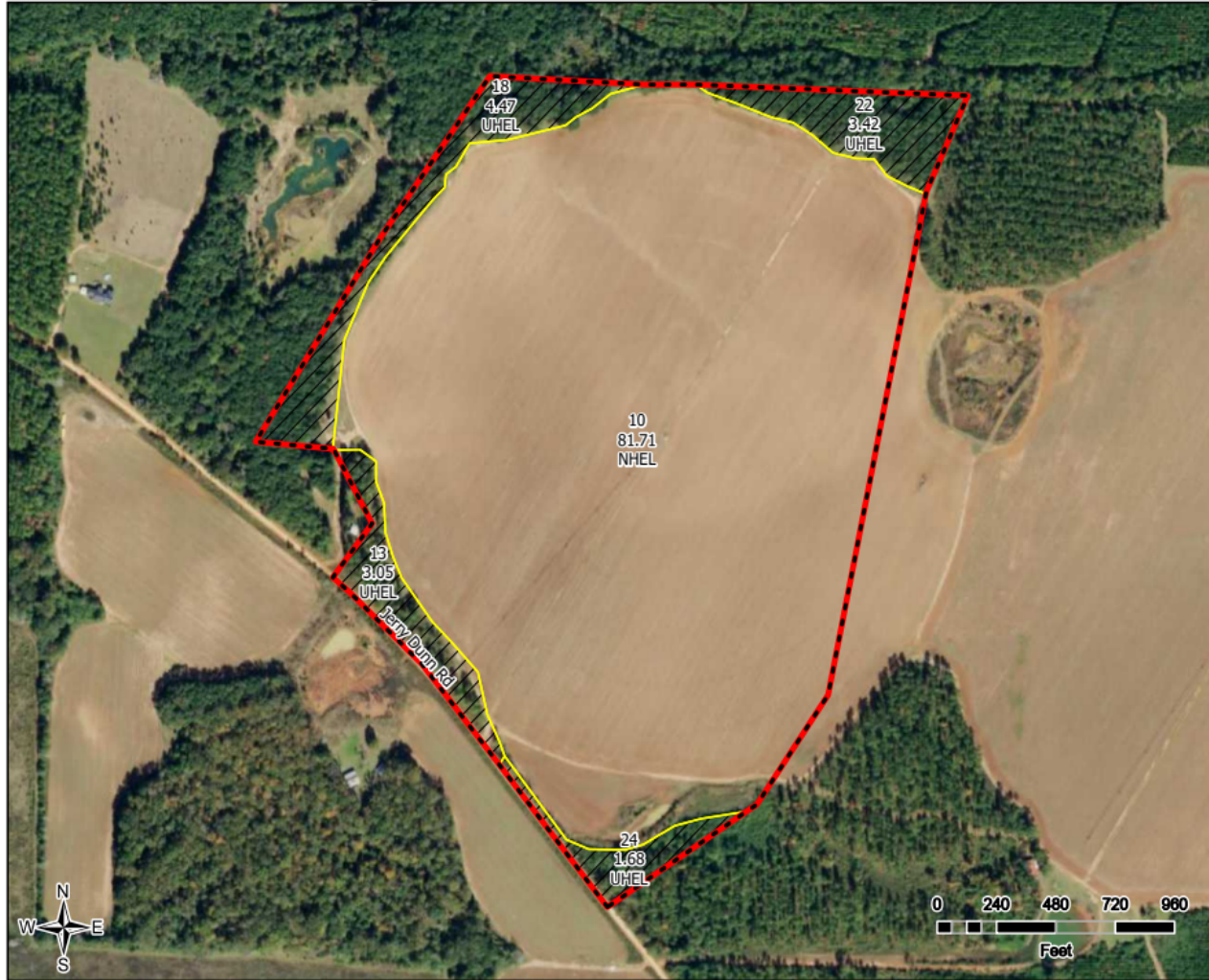
**Farm: 3426 Tract: 9553**

**2022 Program Year**

-84.407° 31.898°

Exported 12/1/2021

Tract Cropland: 81.71 Acres



CLU	Acres	HEL	Crop
10	81.71	NHEL	
13	3.05	UHEL	NC
18	4.47	UHEL	NC
22	3.42	UHEL	NC
24	1.68	UHEL	NC

**Wetland Determination Identifiers**  
 ● Restricted Use  
 ▲ Limited Restrictions  
 ■ Exempt from Conservation  
 ■ Compliance Provisions

Tract Boundary Cropland Non-cropland CRP

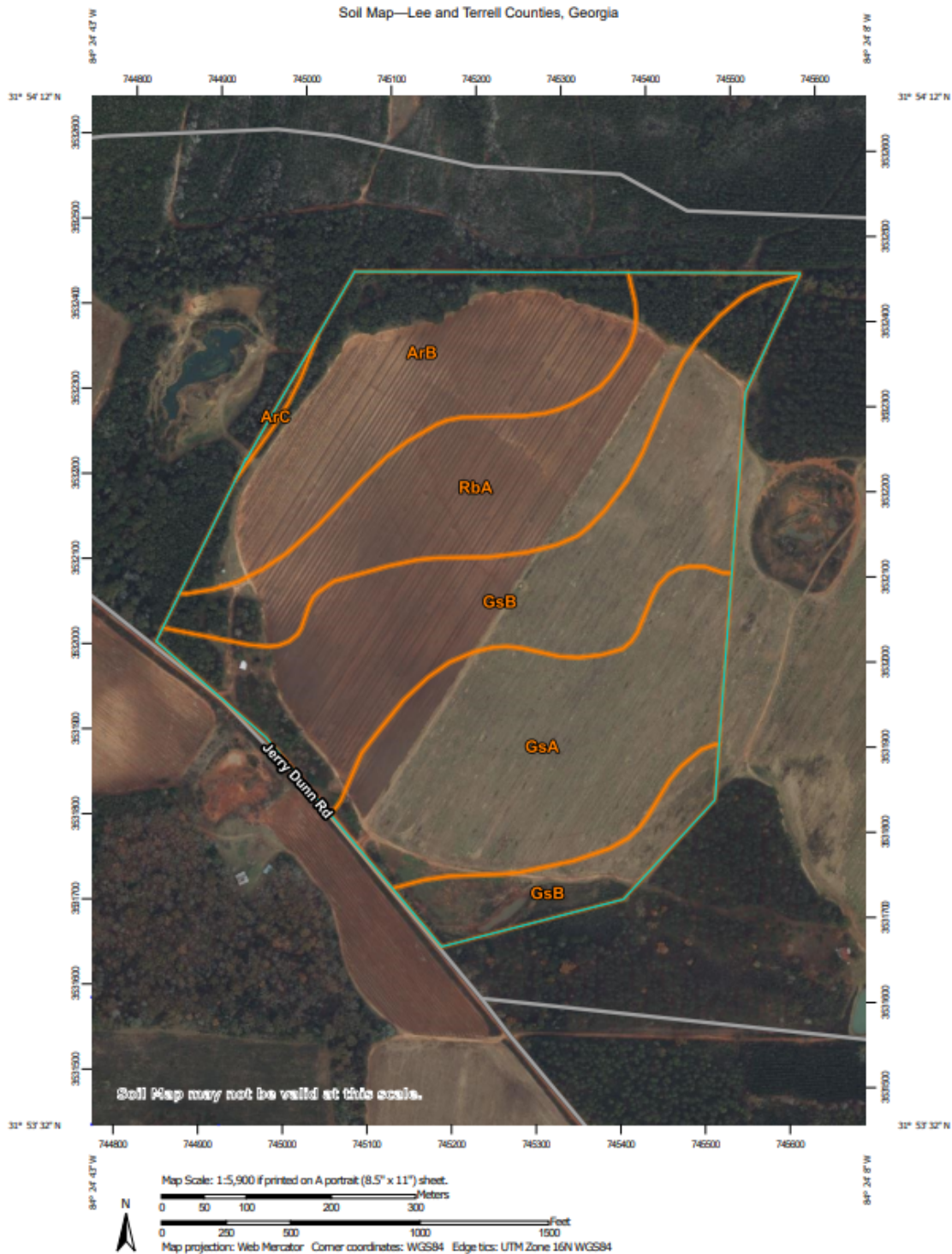
\*Only use crop block if crops match ALL grouped values listed by each selection. Follow 2-CP Part 26A regarding entries that are required on the map. Planting dates, Area Planted (if appl.), Irrigation, Producer Share, & Planting Pattern (if appl.) must be entered in the fields on the map. Crop names need to be written in corresponding field to identify planted fields.

CORN ((YEL)) (GR)  
 PEANUTS ((RUN)) (NP)  
 SOYBEANS ((COM)) (GR)  
 WHEAT ((SRW)) (GR)

If same for ALL fields  
 Producer Share: \_\_\_\_\_  
 Irrigation Practice: NI ☐ IRR ☐

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data 'as is' and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

## 95 Acres Soil Map – Page 1






## 95 Acres Soil Map – Page 2


Soil Map—Lee and Terrell Counties, Georgia

### MAP LEGEND

#### Area of Interest (AOI)

 Area of Interest (AOI)


#### Soils


 Soil Map Unit Polygons


 Soil Map Unit Lines


 Soil Map Unit Points

#### Special Point Features

 Blowout


 Borrow Pit

 Clay Spot


 Closed Depression

 Gravel Pit

 Gravelly Spot


 Landfill


 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water


 Perennial Water

 Rock Outcrop

 Saline Spot


 Sandy Spot

 Severely Eroded Spot


 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot


 Very Stony Spot

 Wet Spot

 Other


 Special Line Features


#### Water Features

 Streams and Canals


#### Transportation

 Rails


 Interstate Highways

 US Routes

 Major Roads

 Local Roads

#### Background

 Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

**Warning:** Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lee and Terrell Counties, Georgia

Survey Area Data: Version 16, Sep 8, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 2, 2020—Dec 5, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## 95 Acres Soil Map – Page 3

Soil Map—Lee and Terrell Counties, Georgia

### Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
ArB	Americus sand, 0 to 5 percent slopes	21.6	21.3%
ArC	Americus sand, 5 to 8 percent slopes	0.3	0.3%
GsA	Greenville sandy loam, 0 to 2 percent slopes	25.4	25.0%
GsB	Greenville sandy loam, 2 to 5 percent slopes	34.0	33.5%
RbA	Red Bay loamy sand, 0 to 2 percent slopes	20.3	20.0%
<b>Totals for Area of Interest</b>		<b>101.5</b>	<b>100.0%</b>

## 95 Acres Tax Card Parcel - 038 045

 **Terrell County, GA**

### Summary

Parcel Number 038 045  
Location Address JERRY DUNN RD  
Legal Description LL4 5 28 LD12 3G/222 5X/351 5X/377 3R/236  
(Note: Not to be used on legal documents)  
Class V5-Consrv Use  
(Note: This is for tax purposes only. Not to be used for zoning.)  
Tax District TERRELL (District 01)  
Millage Rate 30.984  
Acres 95.51  
Homestead Exemption No (S0)  
Landlot/District N/A

[View Map](#)

### Owner

FAUSTVALERIE MILLER  
450 PEARSON DRIVE SW  
DAWSON, GA 39842

### Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Woodlands	Rural	1	1
RUR	Woodlands	Rural	3	36.44
RUR	Open Land	Rural	2	5
RUR	Open Land	Rural	4	29.14
RUR	Open Land	Rural	3	23.93

### Conservation Use Rural Land

Type	Description	Soil Productivity	Acres
CUV	Agland 93	2	5
CUV	Agland 93	4	29.14
CUV	Agland 93	3	23.93
CUV	Timberland 93	1	1
CUV	Timberland 93	3	36.44

### Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
WELL & SEPTIC TANK	1996	1x1 / 1	1	\$2,500

### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
10/21/2021	12Y 107	6 31	\$0	DEED OF ASSENT	FAUST JAMES MALLORY	FAUSTVALERIE MILLER
3/14/2017	11O 228	6 31	\$381,000	NOT GOOD SALE	DAVIS GLENN E	FAUST JAMES MALLORY
6/4/2014	10U 148		\$270,000	NOT GOOD SALE	BANK OF DAWSON	DAVIS GLENN E
4/1/2014	105441-0		\$0	FORECLOSURE/REPO	DALE PHILLIP E	BANK OF DAWSON

### Valuation

#### 2021 Values are Preliminary

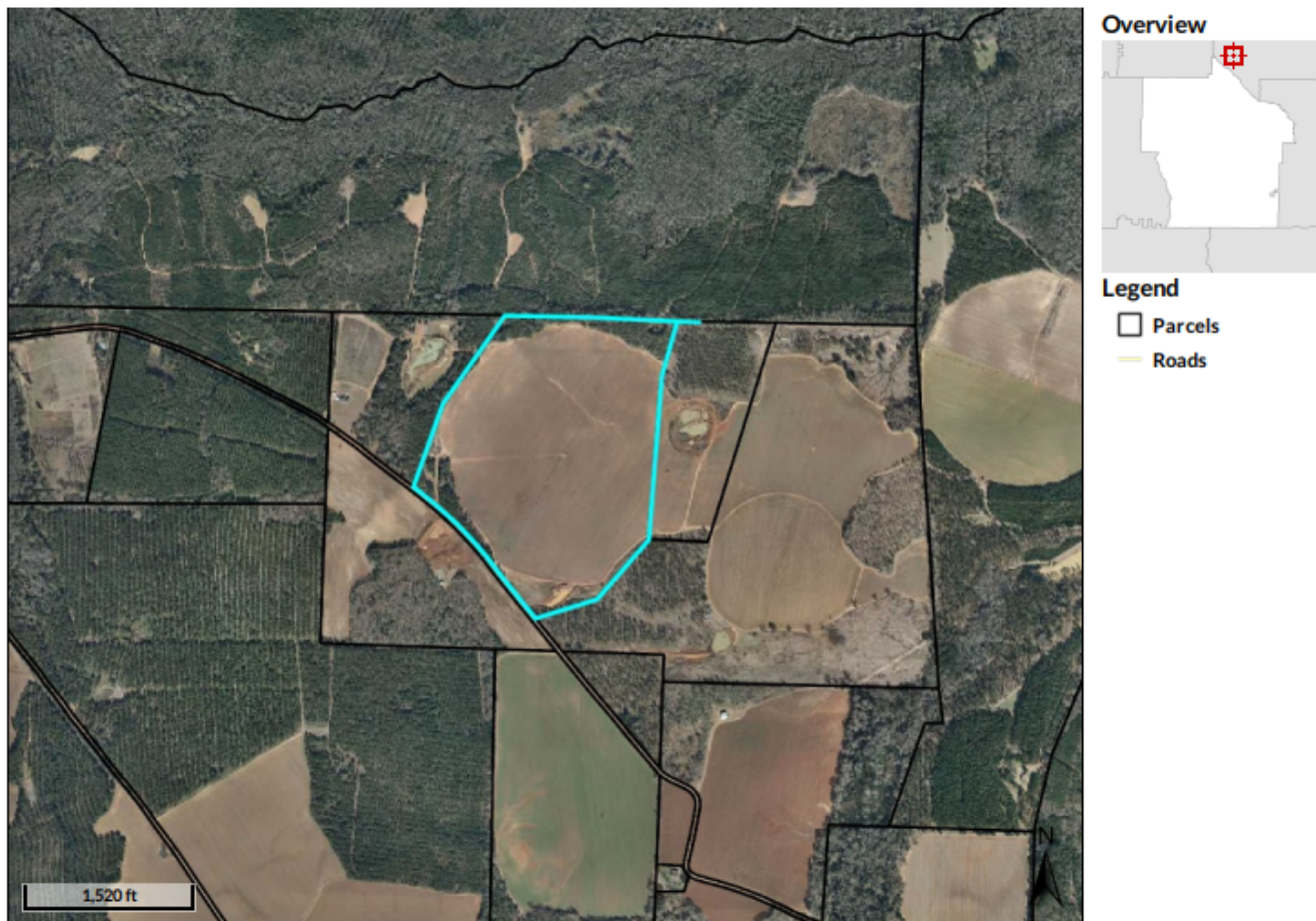
	2021	2020	2019	2018
Previous Value	\$150,947	\$150,947	\$150,947	\$141,822
Land Value	\$148,447	\$148,447	\$148,447	\$148,447
+ Improvement Value	\$0	\$0	\$0	\$0
+ Accessory Value	\$2,500	\$2,500	\$2,500	\$2,500
= Current Value	\$150,947	\$150,947	\$150,947	\$150,947
10 Year Land Covenant (Agreement Year / Value)	2012 / \$75,421	2012 / \$73,267	2012 / \$71,173	2012 / \$69,169

No data available for the following modules: Land, Residential Improvement Information, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Photos, Sketches.



**95 Acres**  
**Tax Map Parcel - 038 045**

**qPublic.net™** Terrell County, GA



<b>Parcel ID</b>	038 045	<b>Owner</b>	FAUSTVALERIE MILLER			
<b>Class Code</b>	Consrv Use		450 PEARSON DRIVE SW			
<b>Taxing District</b>	TERRELL		DAWSON, GA 39842			
<b>Acres</b>	95.51	<b>Physical Address</b>	JERRY DUNN RD			
		<b>Assessed Value</b>	Value \$150947			
		<b>Last 2 Sales</b>	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
			10/21/2021	0	DA	U
			3/14/2017	\$381000	NG	U

(Note: Not to be used on legal documents)

Date created: 12/7/2021  
 Last Data Uploaded: 12/7/2021 8:50:04 PM

Developed by **Schneider**  
 GEOSPATIAL

## 95 Acres Property Tax Bill 2021

**Mary Ellen Harnage**  
Terrell County Tax Commissioner  
187 E Lee St

Dawson, GA 39842  
229-995-5151

FAUST JAMES MALLORY

450 PEARSON DRIVE SW  
DAWSON GA 39842

### IMPORTANT MESSAGES – PLEASE READ

You are receiving this Bill due to a change. The change may be due to a variety of factors, such as recent purchase of the mobile home, settlement of an appeal, partial payment of taxes, or other adjustments. **THIS IS THE CORRECT BILL.** Please pay this bill, instead of the original bill. If you have questions, call (229)995-5151.

Thank you,  
Mary Ellen Harnage  
Terrell County Tax Commissioner

2021 AD VALOREM TAX NOTICE FOR REAL AND PERSONAL PROPERTY				
BILL NUMBER	MAP NUMBER		PROPERTY DESCRIPTION	
2021 001850	038	045	114 5 28 1012	36/222 5X/351 5
FAIR MARKET VALUE	ASSESSED VALUE	HOMESTEAD CODE	TAX DISTRICT	PROPERTY ACCOUNT
150 947	60 379		01	1210R21
TAX ENTITY	EXEMPTION	NET ASSESSMENT	TAX RATE	TAX AMOUNT
COUNTY	29,210	31,169	13.500	420.78
SCHOOL	29,210	31,169	17.484	544.96
<b>TOTAL TAXES</b>				965.74
<b>INTEREST</b>				5.02
<b>LATE FEES</b>				
<b>PENALTY</b>				
<b>BACK TAXES</b>				
<b>PAYMENTS RECEIVED</b>				
<b>TOTAL DUE</b>				970.76
<b>DATE DUE</b>				<b>12/31/2021</b>

SALES TAX CREDIT SAVINGS 62.96

FAUST JAMES MALLORY

450 PEARSON DRIVE SW  
DAWSON GA 39842

Please address all payments to

**Mary Ellen Harnage**  
Terrell County Tax Commissioner  
187 E Lee St

Dawson, GA 39842

Please place this bill number on your check →	2021 001850
ACCOUNT NUMBER	1210R21
AMOUNT DUE	970.76
AMOUNTS VALID THROUGH	01/31/2022
<b>DUE DATE</b>	<b>12/31/2021</b>
Please make check or Money Order Payable to: <b>Terrell County Tax Commissioner</b>	
If a receipt is desired, please furnish a stamped, self-addressed envelope with your payment.	
<b>Please Note:</b> If taxes are to be paid by your mortgage company, send them this portion only.	

## 107 Acres

### Farm Service Agency Form 156-EZ Page - 1

Georgia	U.S. Department of Agriculture	<b>FARM: 2769</b>
Terrell	Farm Service Agency	Prepared: 12/29/21 1:06 PM
Report ID: FSA-156EZ	<b>Abbreviated 156 Farm Record</b>	Crop Year: 2022
		Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

<b>Operator Name</b>	<b>Farm Identifier</b>
FAUST, JAMES MALLORY	

**Farms Associated with Operator:**  
129, 1244, 1525, 2733, 3027, 3190, 3426, 3438

**ARC/PLC G/I/F Eligibility:** Eligible

**CRP Contract Number(s):** None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
148.59	78.54	78.54	0.0	0.0	0.0	0.0	0.0	Active	2
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP					
0.0	0.0	78.54	12.4	0.0					

ARC/PLC					
PLC	ARC-CO	ARC-IC	PLC-Default	ARC-CO-Default	ARC-IC-Default
WHEAT, CORN , PNUTS	SOYBN	NONE	NONE	NONE	NONE

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction	HIP
WHEAT	39.2	34	0.00	
CORN	10.8	129	0.00	
PEANUTS	13.2	3349	0.00	
SOYBEANS	12.6	19	0.00	0
<b>Total Base Acres:</b>	75.8			



## 107 Acres

### Farm Service Agency Form 156-EZ Page - 2

**Tract Number:** 645      **Description** H4/1A

**FSA Physical Location :** Terrell, GA      **ANSI Physical Location:** Terrell, GA

**BIA Range Unit Number:**

**HEL Status:** NHEL: no agricultural commodity planted on undetermined fields

**Wetland Status:** Tract contains a wetland or farmed wetland

**WL Violations:** None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
112.46	61.68	61.68	0.0	0.0	0.0	0.0	0.0
State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FWP			
0.0	0.0	61.68	9.3	0.0			

Crop	Base Acreage	PLC Yield	CCC-505 CRP Reduction
WHEAT	32.1	34	0.00
CORN	7.8	129	0.00
PEANUTS	11.2	3349	0.00
SOYBEANS	8.3	19	0.00
<b>Total Base Acres:</b>	59.4		

**Owners:** FAUST, JAMES MALLORY

**Other Producers:** None

# 107 Acres Farm Service Agency Form 156-EZ Map



**Terrell County  
Georgia**

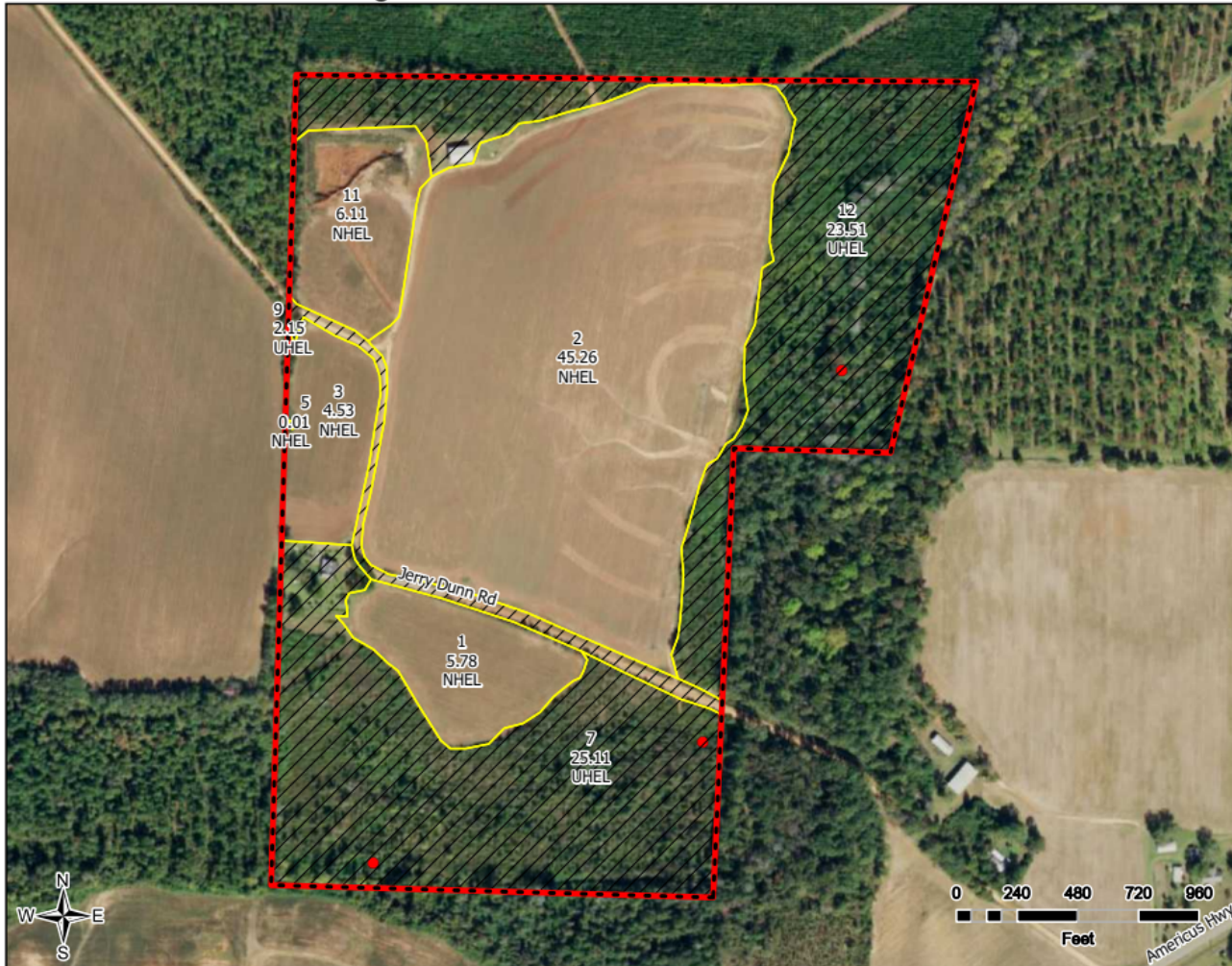
**Farm: 2769 Tract: 645**

-84.4° 31.889°

**2022 Program Year**

Exported 12/1/2021

Tract Cropland: 61.68 Acres



CLU	Acres	HEL	Crop
1	5.78	NH	
2	45.26	NH	
3	4.53	NH	
5	0.01	NH	NC
7	25.11	UH	NC
9	2.15	UH	NC
11	6.11	NH	
12	23.51	UH	NC

**Wetland Determination Identifiers**  
 ● Restricted Use  
 ▲ Limited Restrictions  
 ■ Exempt from Conservation  
 ■ Compliance Provisions

Tract Boundary Cropland Non-cropland CRP

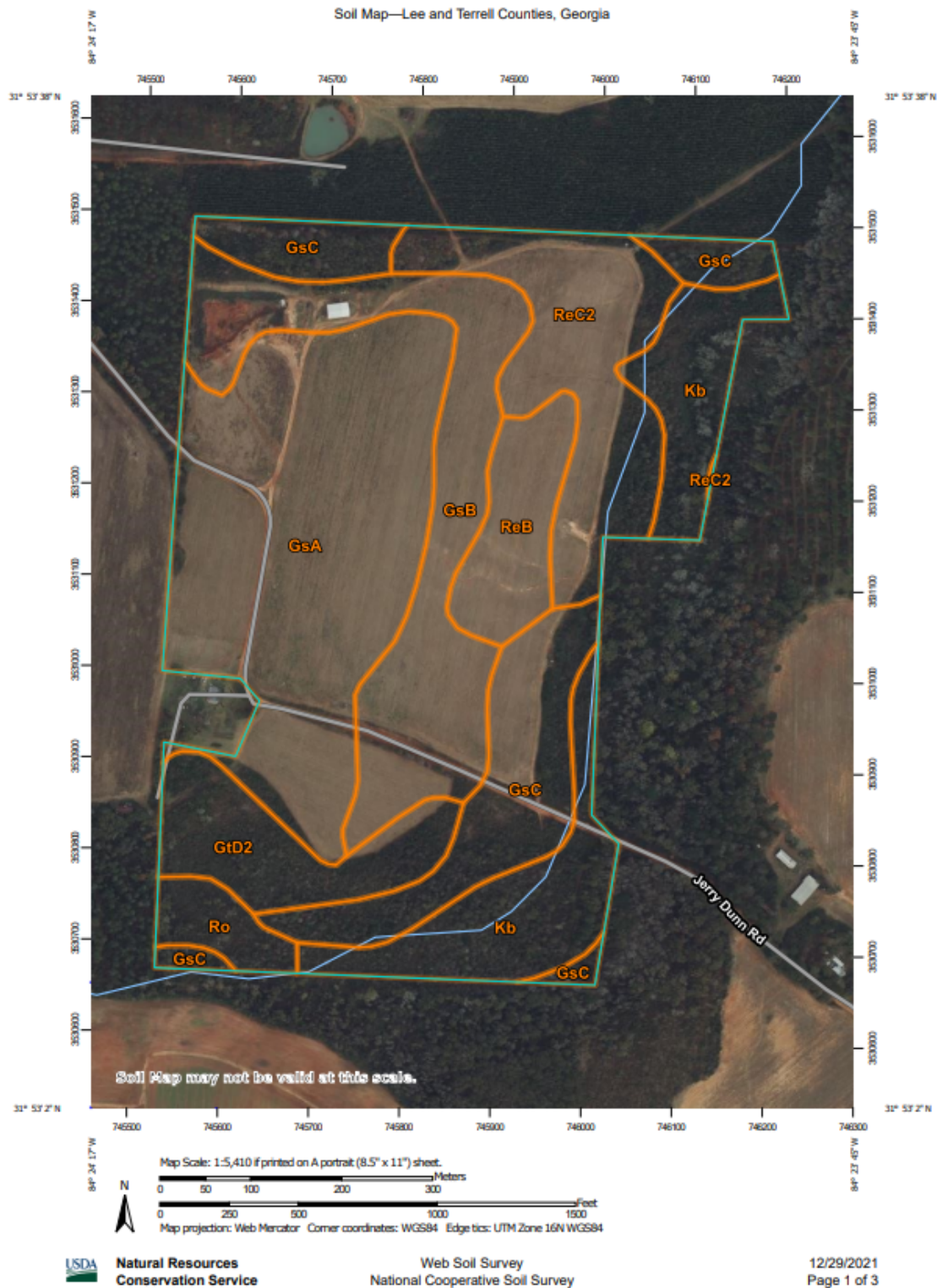
\*Only use crop block if crops match ALL grouped values listed by each selection. Follow 2-CP Par. 26A regarding entries that are required on the map. Planting dates, Area Planted (if appl.), Irrigation, Producer Share, & Planting Pattern (if appl.) must be entered in the fields on the map. Crop names need to be written in corresponding field to identify planted fields.

CORN ((YEL)) ((GR))  
 PEANUTS ((RUN)) ((NP))  
 SOYBEANS ((COM)) ((GR))  
 WHEAT ((SRW)) ((GR))

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If same for ALL fields  
 Producer Share: \_\_\_\_\_  
 Irrigation Practice: NI ☐ IRR ☐

## 107 Acres Soil Map – Page 1






## 107 Acres Soil Map – Page 2


Soil Map—Lee and Terrell Counties, Georgia

### MAP LEGEND


#### Area of Interest (AOI)

 Area of Interest (AOI)


#### Soils


 Soil Map Unit Polygons


 Soil Map Unit Lines


 Soil Map Unit Points


#### Special Point Features

 Blowout

 Borrow Pit

 Clay Spot


 Closed Depression


 Gravel Pit


 Gravelly Spot

 Landfill


 Lava Flow


 Marsh or swamp

 Mine or Quarry


 Miscellaneous Water


 Perennial Water

 Rock Outcrop


 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot



Spoil Area



Stony Spot



Very Stony Spot



Wet Spot



Other



Special Line Features

#### Water Features



Streams and Canals

#### Transportation



Rails



Interstate Highways



US Routes



Major Roads



Local Roads

#### Background



Aerial Photography

### MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service

Web Soil Survey URL:

Coordinate System: Web Mercator (EPSG:3857)

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This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Lee and Terrell Counties, Georgia

Survey Area Data: Version 16, Sep 8, 2021

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Dec 2, 2020—Dec 5, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## 107 Acres Soil Map – Page 3

Soil Map—Lee and Terrell Counties, Georgia

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### Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
GsA	Greenville sandy loam, 0 to 2 percent slopes	30.8	28.8%
GsB	Greenville sandy loam, 2 to 5 percent slopes	17.9	16.7%
GsC	Greenville sandy loam, 5 to 8 percent slopes	15.2	14.2%
GtD2	Greenville sandy clay loam, 5 to 12 percent slopes, eroded	7.4	6.9%
Kb	Kinston and Bibb soils, 0 to 2 percent slopes, frequently flooded	14.0	13.0%
ReB	Red Bay sandy loam, 2 to 5 percent slopes	5.6	5.3%
ReC2	Red Bay sandy loam, 5 to 8 percent slopes, eroded	13.5	12.6%
Ro	Riverview soils	2.5	2.4%
<b>Totals for Area of Interest</b>		<b>107.1</b>	<b>100.0%</b>

## 107 Acres

### Tax Card Parcel – 048 001 - Page 1



#### Summary

Parcel Number 048 001  
 Location Address JERRY DUNN RD  
 Legal Description LL 28 29 12TH 107.6AC 1D/119 VV/119  
 (Note: Not to be used on legal documents)  
 Class V5-Consrv Use  
 (Note: This is for tax purposes only. Not to be used for zoning.)  
 Tax District TERRELL (District 01)  
 Millage Rate 30.984  
 Acres 107.6  
 Homestead Exemption No (50)  
 Landlot/District N/A

[View Map](#)

#### Owner

FAUST JAMES MALLORY/VALERIE JUANELLE  
 450 PEARSON DRIVE SW  
 DAWSON, GA 39842

#### Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Open Land	Rural	4	74
RUR	Woodlands	Rural	1	9
RUR	Woodlands	Rural	3	7
RUR	Woodlands	Rural	8	17.6

#### Conservation Use Rural Land

Type	Description	Soil Productivity	Acres
CUV	Agland 93	4	74
CUV	Timberland 93	1	9
CUV	Timberland 93	3	7
CUV	Timberland 93	8	17.6

#### Residential Improvement Information

Style One Family  
 Heated Square Feet 441  
 Interior Walls Unfinished  
 Exterior Walls Wood  
 Foundation Piers  
 Attic Square Feet 0  
 Basement Square Feet 0  
 Year Built 1950  
 Roof Type Metal  
 Flooring Type Pine  
 Heating Type No Heat  
 Number Of Rooms 0  
 Number Of Bedrooms 1  
 Number Of Full Bathrooms 1  
 Number Of Half Bathrooms 0  
 Number Of Plumbing Extras 0  
 Value \$9,020  
 Condition Fair  
 House Address 0 JERRY DUNN

#### Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
WELL & SEPTIC TANK	2019	1x1 / 1	1	\$2,500
AX1 PRE-FAB STEEL FRAME BLDG	2013	50x50 / 0	0	\$15,925

#### Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/18/2014	105 633	5 327	\$130,000	NOT GOOD SALE	FAUST JAMES MADISON/JOAN ELIZABETH	FAUST JAMES MALLORY/VALERIE JUANELLE
7/2/2008	82 236	3 41	\$0	FAMILY SALES	FAUST JAMES MADISON	FAUST JAMES MADISON/JOAN ELIZABETH



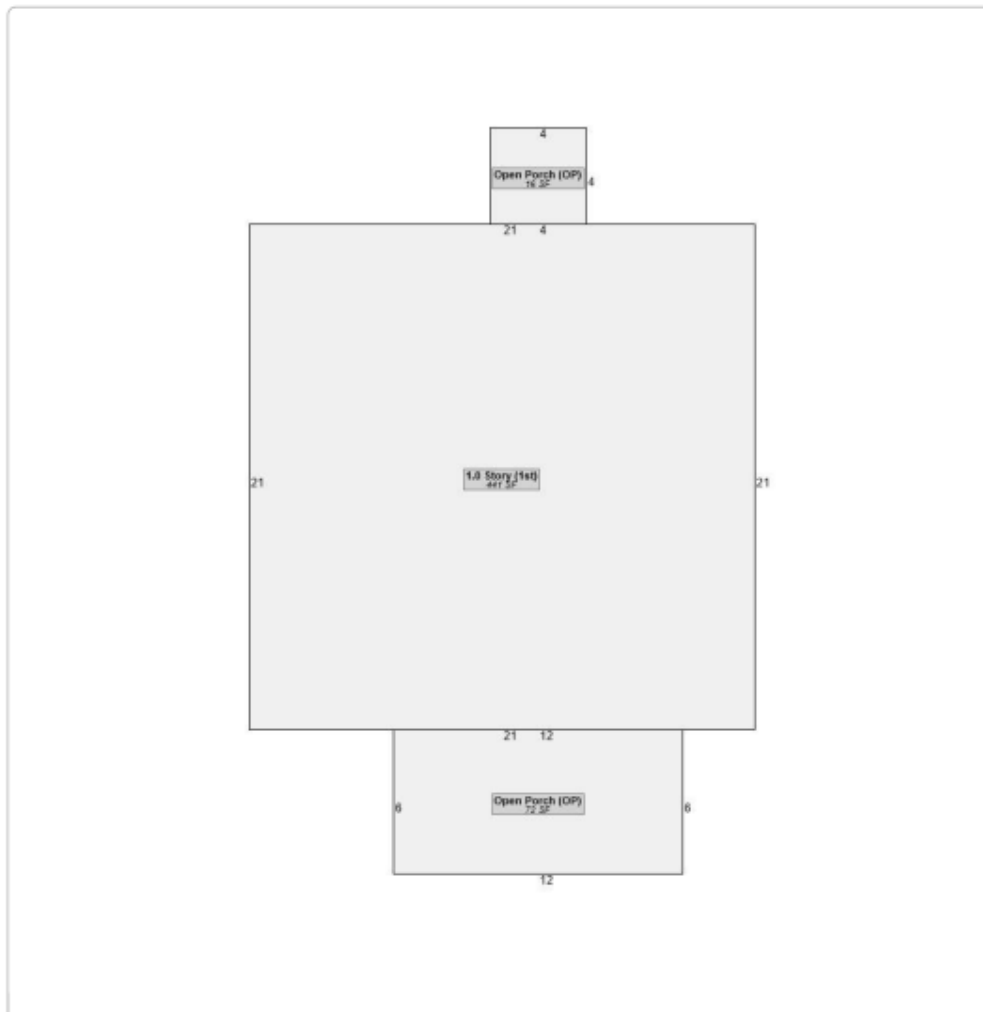
## 107 Acres Tax Card Parcel – 048 001 - Page 2

### Valuation

**2021 Values are Preliminary**

	2021	2020	2019	2018
Previous Value	\$187,678	\$176,159	\$176,159	\$176,159
Land Value	\$160,233	\$160,233	\$160,234	\$160,234
+ Improvement Value	\$9,020	\$9,020	\$0	\$0
+ Accessory Value	\$18,425	\$18,425	\$15,925	\$15,925
= Current Value	<b>\$187,678</b>	<b>\$187,678</b>	<b>\$176,159</b>	<b>\$176,159</b>
10 Year Land Covenant (Agreement Year / Value)	2021 / \$76,357	2011 / \$74,156	2011 / \$72,030	2011 / \$69,994

### Sketches



No data available for the following modules: Land, Commercial Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits, Photos.

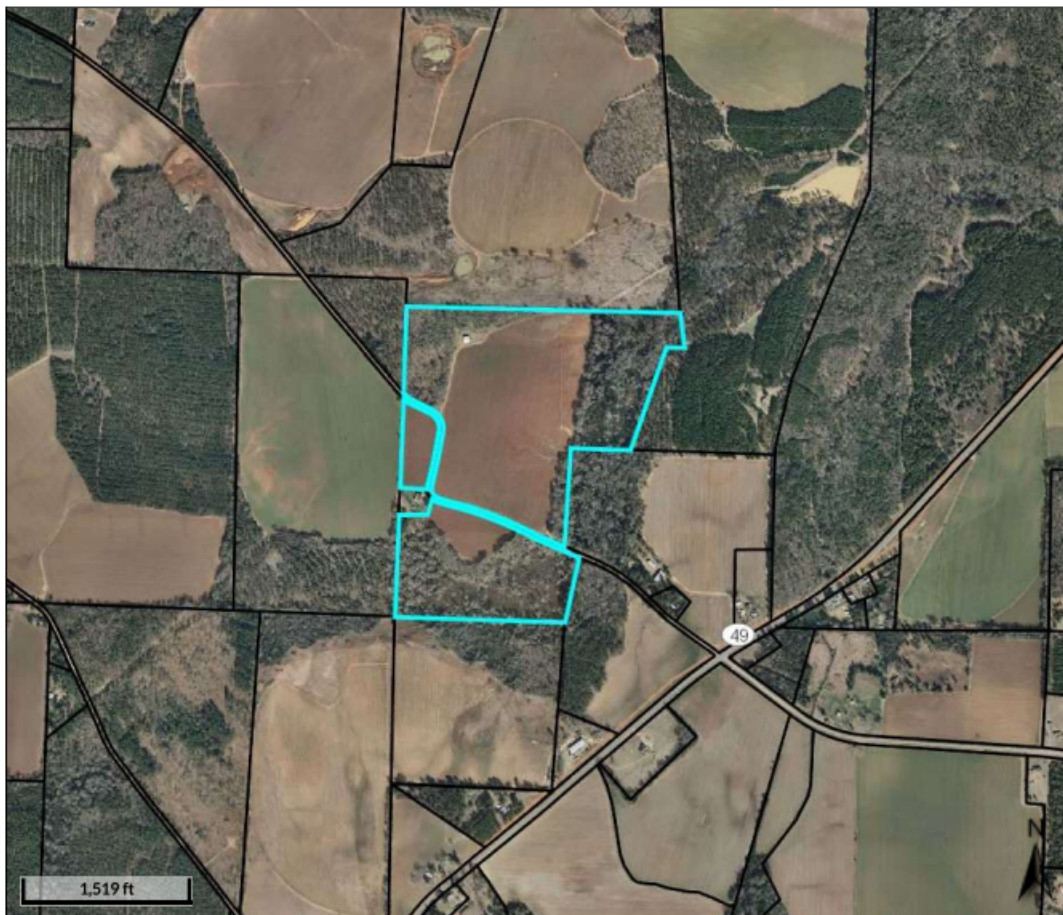
The Terrell County Assessor makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. The assessment information is from the last certified tax roll. All other data is subject to change.

[User Privacy Policy](#)  
[GDPR Privacy Notice](#)

Developed by  
**Schneider**  
 GEOSPATIAL

**107 Acres**  
**Tax Map Parcel – 048 001**

**qPublic.net™** Terrell County, GA



**Overview**



**Legend**

- Parcels
- Roads

**Parcel ID** 048001  
**Class Code** Consv Use  
**Taxing District** TERRELL  
**Acres** 107.6

**Owner** FAUST JAMES MALLORY/VALERIE  
 JUANELLE  
 450 PEARSON DRIVE SW  
 DAWSON, GA 39842  
**Physical Address** JERRY DUNN RD  
**Assessed Value** Value \$187678

**Last 2 Sales**

Date	Price	Reason	Qual
4/18/2014	\$130000	NG	U
7/2/2008	0	FS	U

(Note: Not to be used on legal documents)

Date created: 12/7/2021  
 Last Data Uploaded: 12/7/2021 8:50:04 PM

## 107 Acres Property Tax Bill 2021

**Mary Ellen Harnage**  
 Terrell County Tax Commissioner  
 187 E Lee St

Dawson, GA 39842  
 229-995-5151

FAUST JAMES MALLORY/VALERIE  
 JUANELLE

450 PEARSON DRIVE SW  
 DAWSON GA 39842

### IMPORTANT MESSAGES – PLEASE READ

You are receiving this bill due to a change. The change may be due to a variety of factors, such as recent purchase of the mobile home, settlement of an appeal, partial payment of taxes, or other adjustments.  
**THIS IS THE CORRECT BILL.**  
 Please pay this bill, instead of the original bill.  
 If you have questions, call (229)995-5151.

Thank you,  
 Mary Ellen Harnage  
 Terrell County Tax Commissioner

2021 AD VALOREM TAX NOTICE FOR REAL AND PERSONAL PROPERTY				
BILL NUMBER	MAP NUMBER		PROPERTY DESCRIPTION	
2021 001853	048	001	11 28 29 12TH 107 6AC 10/119 V	
FAIR MARKET VALUE	ASSESSED VALUE	HOMESTEAD CODE	TAX DISTRICT	PROPERTY ACCOUNT
187,678	75,071		01	1621R21
TAX ENTITY	EXEMPTION	NET ASSESSMENT	TAX RATE	TAX AMOUNT
COUNTY	33,550	41,521	13.500	560.53
SCHOOL	33,550	41,521	17.484	725.95
<b>TOTAL TAXES</b>				1,286.48
<b>INTEREST</b>				6.70
<b>LATE FEES</b>				
<b>PENALTY</b>				
<b>BACK TAXES</b>				
<b>PAYMENTS RECEIVED</b>				
<b>TOTAL DUE</b>				1,293.18
<b>DATE DUE</b>				<b>12/31/2021</b>

SALES TAX CREDIT SAVINGS 83.87

FAUST JAMES MALLORY/VALERIE  
 JUANELLE

450 PEARSON DRIVE SW  
 DAWSON GA 39842

Please address all payments to

**Mary Ellen Harnage**  
 Terrell County Tax Commissioner  
 187 E Lee St

Dawson, GA 39842

Please place this bill number on your check ->	2021 001853
ACCOUNT NUMBER	1621R21
AMOUNT DUE	1,293.18
AMOUNTS VALID THROUGH	01/31/2022
<b>DUE DATE</b>	<b>12/31/2021</b>
Please make check or Money Order Payable to:	
Terrell County Tax Commissioner	
If a receipt is desired, please furnish a stamped, self-addressed envelope with your payment.	
<b>Please Note:</b> If taxes are to be paid by your mortgage company, send them this portion only.	



## Legal Description

A tract of land lying and being situated in Land Lots \_\_\_\_\_ in the 12<sup>th</sup> Land District of Terrell County, Georgia and being described as tract(s) \_\_\_\_\_ containing \_\_\_\_\_ +/- acres according to an engineer's sketch attached to this contract as Exhibit "A2", and being all or a portion of that tract of land being more particularly described as follows:

**Tax Parcel Number: 038 045**

**Property: 95.51+/- Acres, Jerry Dunn Road, Terrell County, GA**

All that tract or parcel of land located in Land Lot 4 & 5 of the 12<sup>th</sup> Land District of Terrell County, Georgia being more defined and delineated as Tracts 1, 3, and 3-A as shown on that certain survey prepared by B. H. Langford, Jr., Georgia Registered Land Surveyor, dated May 18, 2000, which survey is recorded in Plat Book 6, Page 31, in the office of the Clerk of Terrell County, Georgia which survey is by reference hereto incorporated herein and made a part of this description.

**Tax Parcel Number: 048 001**

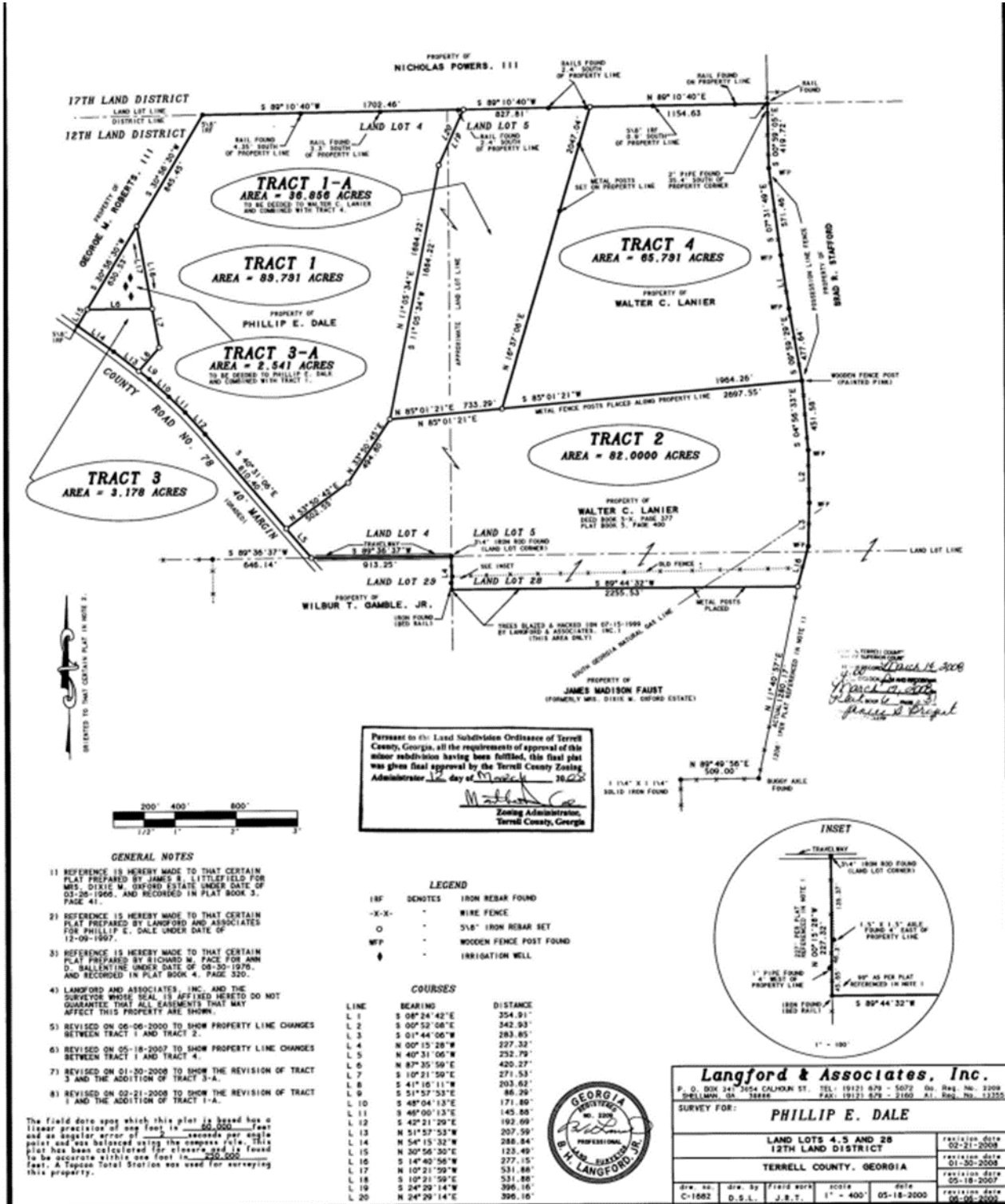
**Property: 107.6+/- Acres, Jerry Dunn Road, Terrell County, GA**

That tract and parcel of land lying and being in the 12<sup>th</sup> Land district of Terrell County, Georgia, containing 108.7 acres, more or less, off of Lot of Land No. 28, which is described by commencing at the southwest corner of said lot and run thence north 89 degrees and 30 minutes east along the south line of said lot 1470 feet; thence north 28 degrees and 30 minutes east 554 feet to a public road which traverses said lot; thence north 66 degrees west along said road 330 feet; thence leaving said road run north 30 minutes west 873 feet; thence north 89 degrees east 509 feet; thence north 14 degrees and 30 minutes east 1206 feet; thence south 89 degrees and 30 minutes west 2271 feet to the west line of said lot; thence south 30 minutes east along the west line of said lot 2733 feet to the southwest corner of said lot and the starting point, being the property shown and delineated on a plat thereof made by James R. Littlefield, Surveyor, dated March 26, 1966 and recorded in the office of the Clerk of the Superior Court of said County in Plat Book No. 3, Page 41, which plat and the record thereof are by reference incorporated herein for a more complete description of said property. The property herein conveyed being that portion of said Lot No.28 was conveyed by R.A. Morgan to A.R. Morgan by deed dated January 16, 1895 and recorded in Book P, Page 529 of the Deed Records of Terrell County, Georgia, and devised in Item 3 of the Will of Elmina Rebecca Morgan to Mrs. Dixie Oxford, said will being dated June 24, 1925 and recorded in the office of the Ordinary of said County, in Will Book B, Pages 269-271.

LESS AND EXCEPT: All that tract or parcel of land situate, lying and being a part of Land Lot 28 in the 12<sup>th</sup> Land District of Terrell County, Georgia, and being more particularly described as follows: Begin at the northwest corner of Land Lot 28 and thence commence South 00 degrees 30 minutes 00 seconds East along the western land lot line of the herein before mentioned Land Lot 28 a distance of 1,807.38 feet to the POINT OF BEGINNING. From said POINT OF BEGINNING thence South 81 degrees 56 minutes 30 seconds East a distance of 227.79 feet to the western right of way of a graded County road; thence in a southerly direction along the western right of way of the graded County road along a curve the chord of which is South 34 degrees 52 minutes 36 seconds East a chord distance of 115.23 feet; thence South 68 degrees 19 minutes 06 seconds West a distance of 311.35 feet and the western land lot line of Land Lot 28; thence North 00 degrees 30 minutes 00 seconds West a distance of 241.50 feet along the western land lot line of Land Lot 28 and the POINT OF BEGINNING.

The herein described property is more particularly defined and delineated by that certain plat of survey of the same by Richard M. Pace, Registered Land Surveyor, the same of which is recorded in Plat Book 5, Page 327, in the office of the Clerk of Superior Court of Terrell County, Georgia.

## Plat Map



**Easement DB 8W Page 190**  
**Page 1**

TERRELL COUNTY  
CLERK OF SUPERIOR COURT  
RECORDED March 14, 2008  
4:02 P.M. AND RECORDED  
March 17, 2008  
Book 8-W PAGE 190-  
Walter C. Lanier  
CLERK

Please forward the recorded document to:  
C. Truitt Martin, Jr.  
Attorney at Law  
P.O. Box 683  
Dawson, Georgia 39842

**GRANT OF EASEMENT**

**STATE OF GEORGIA,  
COUNTY OF TERRELL.**

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar in hand paid, and other good and valuable considerations, the undersigned WALTER C. LANIER, hereinafter referred to as the "Grantor", hereby grants unto PHILLIP E. DALE, hereinafter referred to as the "Grantee", a perpetual non-exclusive easement for the purposes and uses hereinafter set forth, over, through and across the following lands, to wit:

All that tract or parcel of land situate, lying and being a portion of Land Lot 5 and Land Lot 4 of the 12<sup>th</sup> Land District of Terrell County, Georgia, consisting of **36.856 acres**, described as follows:

COMMENCE at a point which is the point of intersection of the south land lot line of Land Lot 4 with the east line of County Road No. 78 (40 foot margin of graded road) and from said point thence go north 40 degrees 31 minutes 06 seconds west a distance of 252.79 feet to an iron pin; thence go north 53 degrees 50 minutes 42 seconds east a distance of 502.55 feet to a point; thence go north 33 degrees 50 minutes 45 seconds east a distance of 494.80 feet to a point which is the POINT OF BEGINNING; thence go north 85 degrees 01 minutes 21 seconds east a distance of 733.29 feet to a point; thence go north 16 degrees 37 minutes 06 seconds east a distance of 2047.04 feet to a point; thence go south 89 degrees 10 minutes 40 seconds west a distance of 827.81 feet to a point; thence go south 24 degrees 29 minutes 14 seconds west a distance of 396.16 feet to a point; thence go south 11 degrees 05 minutes 34 seconds west a distance of 1684.22 feet to the POINT OF BEGINNING.

The above described property being designated as Tract 1-A on that certain plat of survey drawn by B. H. Langford, Jr., Georgia Registered Land Surveyor No. 2209 entitled "Survey for Phillip E. Dale" dated May 18, 2000, revised June 6, 2000, revised May 18, 2007, revised January 30, 2008 and revised February 21, 2008. Said plat of survey being recorded in plat book 6, page 31 in the Office of the Clerk of Superior Court of Terrell County, Georgia, and incorporated herein by express reference thereto.

**Easement DB 8W Page 190**  
**Page 2**

Said property is adjacent to the east side of property owned by the Grantee which is 89.791 acres located in Land Lot 4 of the 12<sup>th</sup> Land District of Terrell County, Georgia, and designated as Tract No. 1 on that certain plat of survey drawn by B. H. Langford, Jr., Georgia Registered Land Surveyor No. 2209 entitled "Survey for Phillip E. Dale" dated May 18, 2000, revised June 6, 2000, revised May 18, 2007, revised January 30, 2008 and revised February 21, 2008. Said plat of survey being recorded in plat book 6, page 31 in the Office of the Clerk of Superior Court of Terrell County, Georgia, and this easement is granted as an appurtenance thereto for the following purposes and uses, to wit:

Grantee is granted the right to maintain and use the holding pond located on the 36.856 acre tract for the purpose of supplying irrigation water including the right to maintain the pond, improve the pond, to increase the amount of water held by the pond, to pump water into and out of the pond and reasonable access including ingress and egress to and from the pond to the property of the Grantee and including the right to maintain the equipment and pipe on the 36.856 acre tract for the purpose of pumping water into and from the pond.

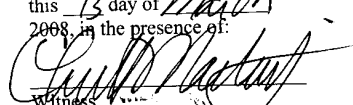
Grantor reserves the right to use the easement parcel for all other purposes which do not materially interfere with the enjoyment by Grantee of the rights hereby granted.

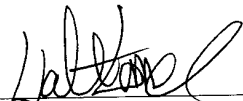
By acceptance of this agreement, Grantee agrees to indemnify and save harmless Grantor from all claims, demands, actions, causes of action, liabilities or judgments, including without limitation all costs, expenses and reasonable attorney fees, due to injury, damage or loss of any nature occurring to persons or property, arising out of or resulting from the exercise by Grantee, or any person with the permission of Grantee, whether express or implied, of the rights granted hereby, except to the extent such claims, demands, actions, causes of action, liabilities or judgments result from the negligence or wrongful conduct of Grantor or others acting on behalf of Grantor.

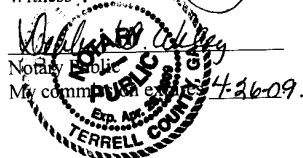
By acceptance of this agreement, Grantee agrees to repair any damage to the easement parcel, and to maintain the easement parcel at their own cost for their own benefit. Grantor shall have no duty to maintain the easement parcel. The easement herein granted shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successors in title of the Grantee.

WITNESS, the hands and seal of the undersigned, this 13 day of March, 2008.

Signed, sealed and delivered  
this 13 day of March  
2008, in the presence of:

  
Witness

  
Walter C. Lanier (Seal)



RECORDED ON March 17, 2008  
Shirley S. Bryant  
CHIEF DEPUTY CLERK



## Grant of Easement for Water Rights DB 5E Page 169

### Page 1

Please forward the recorded document to  
**MARTIN & HALL, P.C.**  
ATTORNEYS AT LAW  
POST OFFICE BOX 683  
DAWSON GEORGIA 31742

5-E, 169

GRANT OF EASEMENT FOR WATER RIGHTS  
SUPERIOR COURT

STATE OF GEORGIA,  
COUNTY OF TERRELL.

FOR AND IN CONSIDERATION of the sum of Five Hundred and no/100 Dollars in hand paid, and other good and valuable considerations, the undersigned hereby grants unto PHILLIP E. DALE, hereinafter referred to as the "GRANTEE", a perpetual easement for the purposes and uses hereinafter set forth, over, through and across the following lands, to wit:

All that tract or parcel of land situated lying and being in part of Land Lots 3 and 4 of the 12th Land District of Terrell County, Georgia, and being more particularly described as follows:

Beginning at a point on the north Land Lot Line of Land Lot 4 in the 12th Land District of Terrell County, Georgia, said point being 63 feet east of the northwest corner of said Land Lot 4; from said point thence run north 89 degrees 00 minutes 00 seconds east along the north land lot line of Land Lot 4 a distance of 1345.58 feet to an iron rebar; from said point thence run south 30 degrees 56 minutes 30 seconds west a distance of 1599.47 feet to an iron rebar and a point on the north right of way of County road No. 156 (a graded road) from said point thence run north 54 degrees 15 minutes 30 seconds west along the north right of way of County Road No. 156 a distance of 520.00 feet to an iron rebar; from said point thence continue along the north right of way of County Road No. 156 north 56 degrees 27 minutes 00 seconds west a distance of 237.54 feet to an iron rebar; from said point thence run north 10 degrees 35 minutes 48 seconds east a distance of 249.29 feet to an iron rebar; from said point thence run north 04 degrees 53 minutes 10 seconds east a distance of 240.99 feet to an iron rebar; from said point thence run north 03 degrees 20 minutes 35 seconds east a distance of 354.46 feet to an iron rebar; from said point thence run north 07 degrees 40 minutes 18 seconds east a distance of 75.00 feet to an iron rebar and Point of Beginning.

The above described property comprises 27.693 acres and is more particularly described on that certain plat and survey entitled "Survey for Phillip E. Dale

## Grant of Easement for Water Rights DB 5E Page 169

### Page 2

5E170

- Land Lots 3 & 4 - 12th Land District of Terrell County, Georgia" drawn by B.H. Langford, Jr. Registered Land Surveyor Number 2209 under date of December 9, 1997 and recorded in Plat Book 5, Page 304, in the Office of the Clerk of the Superior Court of Terrell County, Georgia.

Said property is adjacent to the north and west side of property owned by the Grantee, and this easement is granted as an appurtenance thereto, for the following purposes and uses, to wit:

Grantee is granted the right to maintain and use for all purposes including agricultural crop irrigation and recreational uses the pond located on the Subject Property including the right to maintain the pond, improve the pond, to increase the amount of water held by the pond, to pump water into and out of the pond and reasonable access including ingress and egress to pump water to and from the pond to the property of the Grantee and including the right to maintain the equipment and pipe on the Subject Property for the purpose of pumping water into and from the pond.

By acceptance of this agreement, Grantee agrees to indemnify and save harmless Grantor from all claims, demands, actions, causes of action, liabilities or judgments, including without limitation all costs, expenses and reasonable attorney fees, due to injury, damage or loss of any nature occurring to persons or property, arising out of or resulting from the exercise by Grantee, or any person with the permission of Grantee, whether express or implied, of the rights granted hereby, except to the extent such claims, demands, actions, causes of action, liabilities or judgments result from the negligence or wrongful conduct of Grantor or others acting on behalf of Grantor.

Grantor reserves the right to use the easement parcel for road purposes and any other purpose which does not materially interfere with the enjoyment by Grantee of the rights granted hereby.

The Grantor does reserve the right to fish and other recreational uses of the pond that do not unreasonably interfere with the Grantee's irrigation purposes.

**Grant of Easement for Water Rights DB 5E Page 169**  
**Page 3**

5-E, 171

By acceptance of this agreement, Grantee agrees to repair any damage to the easement parcel, and to maintain the easement parcel at their own cost for their own benefit. Grantor shall have no duty to maintain the easement parcel. The easement herein granted shall bind the heirs and assigns of the undersigned party, and shall inure to the benefit of the successors in title of the Grantee.

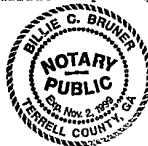
WITNESS, the hands and seal of the undersigned, this 7 day of January, 1998.

Signed, sealed and delivered  
this 9 day of January,  
1998, in the presence of:

Chad M. Roberts  
Witness

George M. Roberts, III (Seal)  
George R. Roberts, III

Billy C. Bruner  
Notary Public  
My commission expires 11-2-99.



RECORDED ON Jan. 9, 1998  
Oliver A. Bruner  
DEPUTY CLERK

**Mutual Grant of Easment DB 8P Page 123**  
**Page 1**

GEORGIA, TERRELL COUNTY  
CLERK OF SUPERIOR COURT  
FILED FOR RECORD *June 27, 2007*  
AT 1:36 P.M. AND RECORDED  
*June 27, 2007*  
BOOK 87 PAGE 123  
CHIEF DEPUTY CLERK

Please forward the recorded document to:  
C. Truitt Martin, Jr., LLC  
Attorney at Law  
P.O. Box 683  
Dawson, Georgia 39842

**MUTUAL GRANT OF EASEMENT**

STATE OF GEORGIA,  
COUNTY OF TERRELL.

FOR AND IN CONSIDERATION of the sum of One (\$1.00) Dollar in hand paid, and other good and valuable considerations, the undersigned **PHILLIP E. DALE**, (hereinafter "DALE") and **WALTER C. LANIER**, (hereinafter referred to as the "LANIER") do hereby mutually grant and establish a perpetual ingress and egress easement.

Whereas, the parties own adjoining property in Land Lots 4 and 5 of the 12<sup>th</sup> Land District of Terrell County, Georgia and mutually desire to create and grant a nonexclusive perpetual ingress and egress rights along a common line and existing driveway (the "Driveway") described as follows:

All that tract or parcel of land situate, lying and being in Land Lots 4 and 5 of the 12<sup>th</sup> Land District of Terrell County, Georgia, described as follows: Commence at the point of beginning which is the point of intersection of the south land lot line of Land Lot 4 with the west line of County Road No. 78 (40 foot margin of graded road) and from said point thence go north 40 degrees 31 minutes 06 seconds west a distance of 252.79 feet to an iron pin to the point of beginning of the Driveway; thence go north 53 degrees 50 minutes 42 seconds east a distance of 502.55 feet to an iron pin; thence go north along the center line of the easement 33 degrees 50 minutes 45 seconds east a distance of 494.80 feet to an iron pin; thence go north 85 degrees 01 minutes 21 seconds east a distance of 733.29 feet to an iron pin which is the termination point at the point of intersection of the center line of the easement with the southwest corner of Tract 4. Tract 4 is shown on that certain plat of survey drawn by B. H. Langford, Jr., Georgia Registered Land Surveyor No. 2209 entitled "Survey for Phillip E. Dale" dated May 18, 2000, revised June 6, 2000 and revised May 18, 2007. Said plat of survey being recorded in plat book 5, page 650 in the Office of the Clerk of Superior Court of Terrell County, Georgia, and incorporated herein by express reference thereto.



**Mutual Grant of Easment DB 8P Page 123**  
**Page 2**

WITNESS:

DALE does hereby grant and convey to LANIER a **non-exclusive perpetual ingress/egress easement** along the Driveway and extending 15 feet north from the above referenced line for the purposes and uses hereinafter set forth.

LANIER do hereby grant and convey to DALE a **non-exclusive perpetual ingress/egress easement** along the Driveway and extending 15 feet south from the above referenced line for the purposes and uses hereinafter set forth:

The purpose of this grant of easement is to create a joint mutual drive-way easement 30 feet in width for ingress and egress from and to the west side of Tract 4 with County Road No. 78.

Said easement parcel is adjacent to the south side of property owned or being acquired by DALE and this easement is granted as an appurtenance thereto for the above described purposes.

Said easement parcel is adjacent to the north side of property owned or being acquired by LANIER and this easement is granted as an appurtenance thereto for the above described purposes.

This joint and mutual easement as herein granted shall bind the heirs, successors and assigns of the undersigned parties, and shall inure to the benefit of the successors in title of each of the respective undersigned parties.


Neither party shall have any obligation to repair or maintain the Driveway or respective easement parcels.

WITNESS, the hands and seal of WALTER C. LANIER and the execution by the duly authorized managers of PHILLIP E. DALE on the date indicated.

Signed, sealed and delivered  
this 22 day of June,  
2008, in the presence of:

[Signature]  
Witness

[Signature]  
Notary Public

My Commission expires 3/12/08  


[Signature]  
Phillip E. Dale

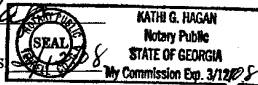
**Mutual Grant of Easment DB 8P Page 123**  
**Page 3**

Signed, sealed and delivered  
this 22 day of June,  
2007, in the presence of:

[Signature]  
Witness

[Signature]  
Walter C. Lanier

[Signature]  
Notary Public  
My commission expires



**READ AND APPROVED THIS**  
22 DAY OF June, 2007.

Signed, sealed and delivered  
this 22 day of June,  
2007, in the presence of:

[Signature]  
Witness

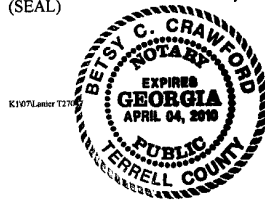
**BANK OF DAWSON**

By: [Signature]  
Office: Vice President

Betsy C. Crawford  
Notary Public  
My commission expires 4/4/10.  
(SEAL)

Attest: [Signature]  
Office: Asst. Secretary

(Bank Seal Affixed)



RECORDED ON June 27, 2007  
[Signature]  
CHIEF DEPUTY CLERK

## Lanier Property for Lease Farm Service Information

Georgia	U.S. Department of Agriculture	<b>FARM: 3190</b>
Terrell	Farm Service Agency	Prepared: 1/20/22 2:44 PM
Report ID: FSA-156EZ	<b>Abbreviated 156 Farm Record</b>	Crop Year: 2022
		Page: 1 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

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Operator Name LANIER, WALTER C JR	Farm Identifier	Recon Number 2013 - 5
--------------------------------------	-----------------	--------------------------

Farms Associated with Operator:  
None

ARC/PLC G/IF Eligibility: Eligible

CRP Contract Number(s): None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP	Farm Status	Number of Tracts
182.28	97.44	99.51	0.0	0.0	0.0	0.0	0.0	Active	1

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FPW
0.0	0.0	99.51	0.0	0.0

---

PLC WHEAT, PNUTS	ARC-CO NONE	ARC-IC NONE	PLC-Default NONE	ARC-CO-Default NONE	ARC-IC-Default NONE
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Crop	Base Acreage	PLC Yield	CCC-S05 CRP Reduction
WHEAT	23.13	37	0.00
PEANUTS	68.47	2954	0.00
<b>Total Base Acres:</b>	<b>91.6</b>		

---

Tract Number: 9552      Description

FSA Physical Location : Terrell, GA      ANSI Physical Location: Terrell, GA

BIA Range Unit Number:

HEL Status: HEL Determinations not complete      Recon Number

Wetland Status: Tract does not contain a wetland      2013- 3

WL Violations: None

Farmland	Cropland	DCP Cropland	WBP	WRP	EWP	CRP Cropland	GRP
182.28	97.44	99.51	0.0	0.0	0.0	0.0	0.0

State Conservation	Other Conservation	Effective DCP Cropland	Double Cropped	MPL/FPW
0.0	0.0	99.51	0.0	0.0

Crop	Base Acreage	PLC Yield	CCC-S05 CRP Reduction
WHEAT	23.13	37	0.00
PEANUTS	68.47	2954	0.00
<b>Total Base Acres:</b>	<b>91.6</b>		

Owners: LANIER, WALTER C JR

Georgia	U.S. Department of Agriculture	<b>FARM: 3190</b>
Terrell	Farm Service Agency	Prepared: 1/20/22 2:44 PM
Report ID: FSA-156EZ	<b>Abbreviated 156 Farm Record</b>	Crop Year: 2022
		Page: 2 of 2

DISCLAIMER: This is data extracted from the web farm database. Because of potential messaging failures in MIDAS, this data is not guaranteed to be an accurate and complete representation of data contained in the MIDAS system, which is the system of record for Farm Records.

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Other Producers: FAUST, JAMES MALLORY

## Lanier Property for Lease Farm Service Administration Map



**Terrell County  
Georgia**

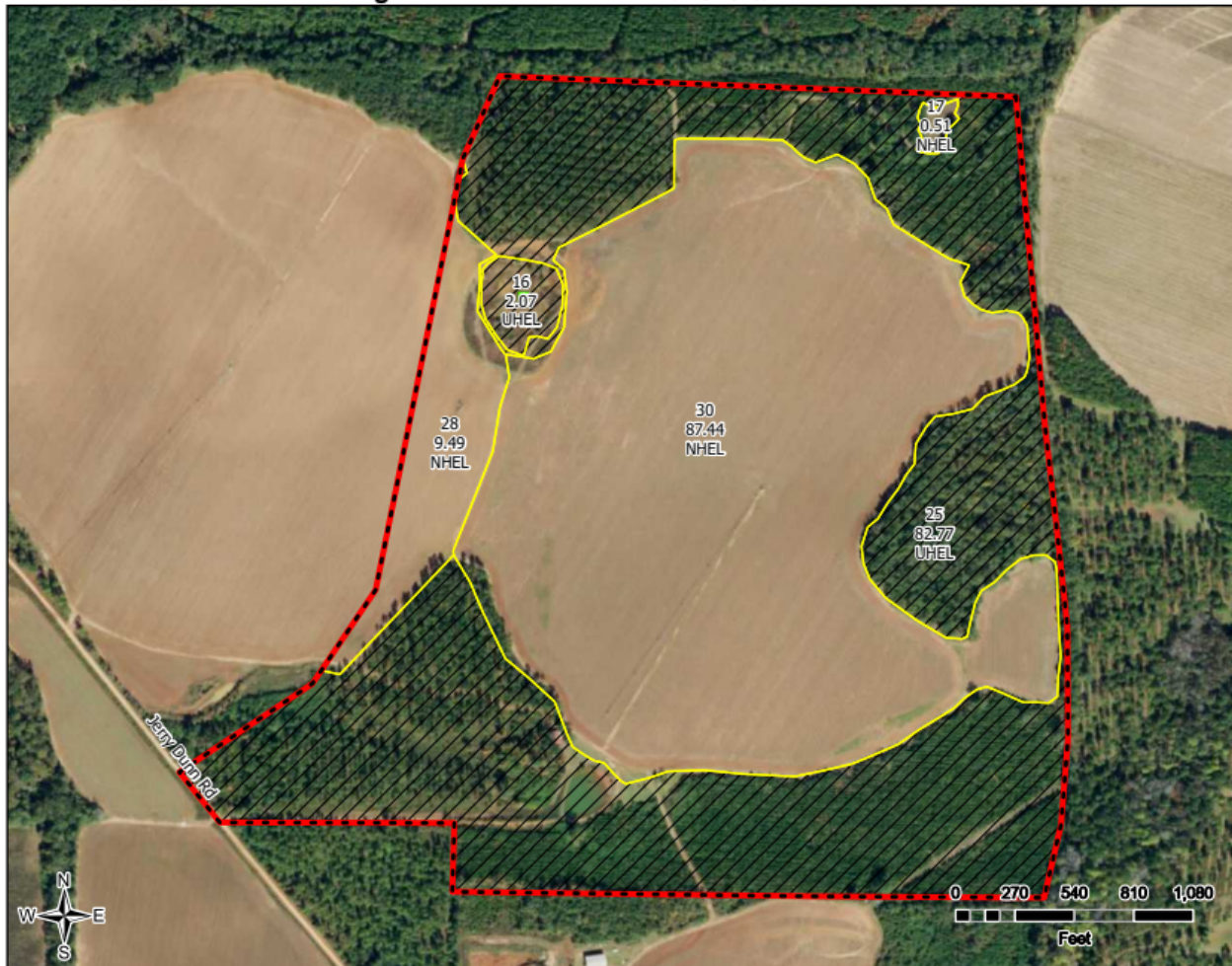
**Farm: 3190 Tract: 9552**

-84.402° 31.897°

**2022 Program Year**

Exported 12/1/2021

Tract Cropland: 97.44 Acres



CLU	Acres	HEL	Crop
16	2.07	UHEL	NC
17	0.51	NHEL	
25	82.77	UHEL	NC
28	9.49	NHEL	
30	87.44	NHEL	

**Wetland Determination Identifiers**  
 ● Restricted Use  
 ▲ Limited Restrictions  
 ■ Exempt from Conservation  
 ■ Compliance Provisions

Tract Boundary Cropland Non-cropland CRP

\*Only use crop block if crops match ALL grouped values listed by each selection. Follow 2-CP Part 26A regarding entries that are required on the map. Planting dates, Area Planted (if appl.), Irrigation, Producer Share, & Planting Pattern (if appl.) must be entered in the fields on the map. Crop names need to be written in corresponding field to identify planted fields.

CORN ((YEL)) (GR)  
 PEANUTS ((RUN)) (NP)  
 SOYBEANS ((COM)) (GR)  
 WHEAT ((SRW)) (GR)

USDA FSA maps are for FSA Program administration only. This map does not represent a legal survey or reflect actual ownership; rather it depicts the information provided directly from the producer and/or the NAIP imagery. The producer accepts the data "as is" and assumes all risks associated with its use. The USDA Farm Service Agency assumes no responsibility for actual or consequential damage incurred as a result of any user's reliance on this data outside FSA Programs. Wetland identifiers do not represent the size, shape, or specific determination of the area. Refer to your original determination (CPA-026 and attached maps) for exact boundaries and determinations or contact NRCS.

If same for ALL fields  
 Producer Share: \_\_\_\_\_  
 Irrigation Practice: NI ☐ IRR ☐



## Lanier Property for Lease Pro Forma Farm Lease – Page 1

### PRO FORMA FARM LEASE

THIS LEASE is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
between **WALTER C. LANIER** (Landlord), and \_\_\_\_\_,  
(Tenant).

#### **SECTION A** Property Rights

The Landlord hereby lease to the Tenant, for agricultural and related purposes, and for no other, the following described property:

#### **SEE ATTACHED EXHIBIT "A"**

1. Right of Entry: The Landlord reserve the right to enter the farm at any reasonable time, none of which is to interfere with the Tenant in carrying out regular farm operations. This right is also reserved to the Landlord's agents, employees and assigns.

2. Heirs and Successors: The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both Landlord and Tenant in like manner as upon the original parties.

3. Right to Lease: The Landlord has the right to lease the farm, and so warrants to the Tenant. Further the Landlord will defend the Tenant's possession against any and all persons whomsoever.

4. Additional agreements regarding property rights:

- (a) Tenant shall not have any hunting, trapping, fishing, mineral or timber rights on the leased property.
- (b) Tenant shall keep all roads and gates used by him in good condition.
- (c) Tenant shall keep all gates secured and locked upon entering and leaving the property.
- (d) Tenant shall not sublet, transfer or assign this lease without the written consent of Landlord first obtained.
- (e) All notices required under this lease, if any, shall be sent by certified or registered mail to the addresses stated below as follows:

(Continued On Next Page)

## **Lanier Property for Lease Pro Forma Farm Lease – Page 2**

Landlord:

**WALTER C. LANIER**  
610 W. Lake Deer Drive  
Winter Haven, FL 33880

Tenant:

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- (f) All of the irrigation system and related equipment, parts and supplies will at all times during the term of this lease and after its termination, remain the property of the Landlord. Tenant shall be responsible for and agrees to promptly pay all costs and expenses related to the general maintenance and all repair of the irrigation system and related equipment including, but not limited to, power bills and regular preventative maintenance. The Tenant agrees to maintain records of such maintenance and to furnish Landlord with copies of the records upon request. Tenant will be responsible for major repairs to the system. Tenant agrees to maintain insurance (including general liability) on all of the said irrigation systems with coverage satisfactory to the Landlord. Tenant shall provide a copy of such insurance to the Landlord upon execution of this agreement. General maintenance of the irrigation systems shall include, but not be limited to, the periodic checking and addition of oil in the irrigation motors and pumps, maintenance of irrigation stops and pruning of overhanging limbs that may interfere with operation of the systems. Tenant shall be responsible for any and all repairs and costs associated with damage as a result of the Tenant failing to provide this general maintenance.

### **SECTION B**

#### Land Use

Acres and Numbers: The acres of crops and the fields on which grown will be furnished by Tenant to Landlord if Landlord request such information.

### **SECTION C**

#### Improving, Conserving and Maintaining the Farm

## **Lanier Property for Lease**

### **Pro Forma Farm Lease – Page 3**

To improve the farm, conserve its resources, and maintain it in a high state of cultivation, the two parties agree as follows:

1. General Maintenance: The Tenant will maintain the farm during the tenancy in as good condition as at the beginning, normal wear beyond the Tenant's control excepted.

2. Good Husbandry: The Tenant will operate the farm in an efficient and husband-like way, will do the planting, crop rotation, plowing, seeding, cultivating, and harvesting in a manner that will conserve the Landlord's property.

3. Waste: The Tenant will not commit waste on, or damage to, the farm and will use due care to prevent others from so doing.

4. Noxious Weeds: The Tenant will use diligence to prevent noxious weeds from seeding on the farm and will destroy same, and will keep the weeds and grass cut or destroyed on the fields, farmstead, roadside, and fence rows. Tenant shall follow such horticultural practices with reference to fertilizing, spraying, maintenance and productivity as recommended by the Terrell County /University of Georgia County Agent's Office and shall not use any sprays, chemicals or fertilizers that will endanger any of the wildlife on the property or that will harm the woods, woodlands, streams, ponds or creek.

5. Maintenance of Improvements: The Tenant will keep the buildings, fences, and other improvements on the farm in as good repair and condition as they are when the Tenant takes possession, and in as good repair and condition as they may be put during the term of the lease, ordinary wear and tear, loss by fire, or unavoidable depreciation or destruction excepted.

6. Add Improvements: The Tenant will not, without written consent of the Landlord, (a) erect or permit to be erected on the farm any nonremovable structure or building, or (b) incur any expense to the Landlord for such purpose.

7. Conservation Practices: The Tenant will control soil erosion as completely as practicable by strip cropping and contouring, and by filling in or otherwise controlling small washes or ditches that may form.

8. Conservation Structures: The Tenant will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways when seed and fertilizer are furnished by the Landlord, and refrain from any operation or practice that will injure them.

9. Compensation for Damages: When the Tenant leaves the farm, the Tenant will pay the Landlord reasonable compensation for any damages to the farm for which the Tenant is responsible, except ordinary wear and depreciation and damages beyond the Tenant's control.

10. Cotton Stalks: Tenant agrees in any year in which he plants cotton to mow the stalks on or before January 30<sup>th</sup> of the following year.

## Lanier Property for Lease Pro Forma Farm Lease – Page 4

### **SECTION D** Rental Payment

Rental Payment: The annual rent shall be \$17,000.00 due and payable on or before January 30<sup>th</sup> of each year.

### **SECTION E** Term of Lease

1. Term: The term of this lease shall commence upon the closing of the FAUST PROPERTY and terminate on December 31, 2026.
2. Continuous Occupancy: The lease property will be possessed and occupied continuously during the term of the lease by the Tenant or the Tenant's agent.
3. Surrender of Possession: The Tenant agrees to peaceable surrender possession and occupancy of the premises, the irrigation system and all related equipment at the termination of the lease.

### **SECTION F** Miscellaneous Provisions

1. No Partnership Created: This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent, except as specifically provided in this lease.
2. Government Programs: The farm will be operated in compliance with Government programs including, but not limited to, USDA/ FSA regulations.
3. Debts and Accidents: Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for, accidents or damages caused by the other party.
4. Willful Neglect: Willful neglect, failure, or refusal by either party to carry out any substantial provision of this lease shall give the other party the benefits of any proceedings provided by law.



## Lanier Property for Lease Pro Forma Farm Lease – Page 5

5. Default: The Landlord shall give Tenant ten (10) days written notice of any default or violation of this Lease (except for non-payment as set forth above) and Tenant shall have ten (10) days after notice to correct the same. Upon failure to correct within the ten (10) day period, Landlord may proceed with any remedies available at law including termination of this agreement.

6. Severability: If any provisions of this agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this agreement and the application of such provisions to other persons or circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

7. Attorney's Fees: In the event that any court or arbitration proceeding is brought under or in connection with this agreement, the prevailing party in such proceeding (whether at trial or on appeal) shall be entitled to recover from the other party all costs, expenses and reasonable attorneys' fees incident to any such proceeding. The term "prevailing party" as used herein shall mean the party in whose favor a final judgment or award is entered in any such judicial or arbitration proceeding.

8. Liability: Tenant hereby indemnifies Landlord against all claims for damages to persons or property by reason of the use of occupancy of the leased premises and all expenses incurred by Landlord because thereof, including attorney's fees and court costs. To this end, Tenant agrees to provide general liability insurance (in addition to the property insurance he is providing for the irrigation systems noted above) in a amount of no less than \$1,000,000.00 listing Landlord as additional insured on such policy. Tenant shall provide proof of the same upon the execution of this agreement or such time as the Landlord request proof of the same.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed under proper hand and seal, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Landlord:

\_\_\_\_\_

\_\_\_\_\_  
WITNESS

Tenant:

\_\_\_\_\_

\_\_\_\_\_  
WITNESS



## Lanier Property for Lease Pro Forma Farm Lease – Page 7

### EXHIBIT "A" CONTINUED

**qPublic.net™** Terrell County, GA



<b>Parcel ID</b>	038 045C	<b>Owner</b>	LANIER WALTER C	<b>Last 2 Sales</b>			
<b>Class Code</b>	Consrv Use		406 WEST LAKE DEER DRIVE	<b>Date</b>	<b>Price</b>	<b>Reason</b>	<b>Qual</b>
<b>Taxing District</b>	TERRELL		WINTER HAVEN, FL 33880	3/13/2008	\$134600	LM	Q
<b>Acres</b>	36.86	<b>Physical Address</b>	n/a	n/a	0	n/a	n/a
		<b>Assessed Value</b>	Value \$70488				

(Note: Not to be used on legal documents)

Date created: 1/16/2022  
 Last Data Uploaded: 1/16/2022 6:50:34 AM

Developed by  **Schneider**  
 GEOSPATIAL

## Lanier Property for Lease Easement

AFTER RECORDING MAIL TO:  
Collier & Gamble  
Attorneys at Law  
177 S. Main St.  
P.O. Box 577  
Dawson, Ga. 39842

-----Space Above This Line For Recording Date-----

STATE OF GEORGIA

COUNTY OF TERRELL

### EASEMENT

For and in consideration of the sum of One Dollar (\$1.00) in hand paid, and other good and valuable consideration, the undersigned hereby grants unto \_\_\_\_\_ hereinafter referred to as grantee, a conditional easement for the purposes and uses hereinafter set forth, over, through, and across the following lands, to-wit:

**All that tract or parcel of land being a part of Land Lots 4, 5 and 28 of the 12<sup>th</sup> Land District of Terrell County, Georgia, being more defined and delineated as Tract 2 by that certain survey prepared by B. H. Langford, Jr., Georgia Registered Land Surveyor, which survey is recorded in Plat Book 6, Page 31, Office of the Clerk of Superior Court of Terrell County, Georgia which survey is by reference hereto incorporated herein and made a part of this description.**

Said property is adjacent to the North side of other property owned or being acquired by grantee, and this easement is granted as appurtenant thereto, for the following purposes and uses, to-wit: Continued use and maintenance of existing underground irrigation pipe.

This easement is conditioned upon the continued leasing of the subject property by \_\_\_\_\_, and determination of such lease shall terminate this easement. Further, this easement shall NOT bind the heirs and assigns of the undersigned party, but shall inure to the benefit of \_\_\_\_\_ only.

WITNESS, the hand and seal of the undersigned, this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_.

BY: \_\_\_\_\_ (SEAL)  
**WALTER C. LANIER**

Signed, sealed and delivered  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_ in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public



## **Lanier Property Right of First Refusal – Page 1**

### **RIGHT OF FIRST REFUSAL TO PURCHASE REAL ESTATE**

This Right of First Refusal to Purchase Real Estate is made on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **WALTER C. LANIER**, hereinafter referred to as the SELLER and \_\_\_\_\_, hereinafter referred to as the PURCHASER.

WHEREAS, Purchaser desires to obtain a right of first refusal or first option to purchase certain real estate owned by Seller; and

WHEREAS, Seller agrees to grant Purchaser a right of first refusal or first option to purchase real estate pursuant to the terms of this agreement; and

NOW, FOR AND IN CONSIDERATION of \$10.00 and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follows:

#### **I.**

**GRANT OF FIRST OPTION:** The Seller does hereby grant unto the Purchaser the exclusive and irrevocable right, during the term of this agreement, of first refusal and first option to purchase, upon the terms and conditions hereinafter set forth, Sellers's property situated in Terrell County, Georgia, including without limitation the following described property together with all improvements located thereon: **See Attached Exhibit "A"**

#### **II.**

**EXERCISE OF FIRST OPTION:** This right of first refusal or first option to purchase may only be exercised by Purchaser within ten (10) days from notification by Seller that Seller desires to sell the subject property. Seller is obligated to provide such notice to Purchaser prior to selling property to a third party.

## **Lanier Property**

### **Right of First Refusal – Page 2**

#### **III.**

**TERMS OF PURCHASE:** In the event Seller elects to sell and Purchaser desires to exercise his first refusal rights granted under the terms of this agreement, the terms of purchase shall be as follows:

- a) Upon such terms and conditions as the parties may agree upon.
- b) \$1.00 more than any bona fide offer to purchase received by Seller from any third party.

#### **IV.**

**TITLE:** Seller shall have a reasonable time (but not more than 30 days from the time it exercises its right to purchase said property) to research the title to determine whether the same is marketable. If after using due diligence the Seller is unable to make the title acceptable to Purchaser within such reasonable time, it shall be the option of the Purchaser either to accept the title in its existing condition with no further obligation on the part of the Seller to correcting any defect, or to cancel this Agreement. If title is acceptable to Purchaser, the closing shall occur within fifteen (15) days after expiration of the title review period@ set forth above. At closing Seller shall convey title to Purchaser by Warranty Deed subject only to exceptions acceptable to Purchaser.

#### **V.**

**OPTION OR FIRST REFUSAL MONEY:** Upon execution of this agreement, Purchaser has paid unto Seller the sum of \$1.00 as First Refusal or Option Money. The Option Money shall not be deducted from the purchase price of the property and is paid to Seller as consideration for and to make this agreement valid.

#### **VI.**

**EXPENSES OF SALE:** All costs and expenses of the sale including attorney's fees, recording

## **Lanier Property Right of First Refusal – Page 3**

fees, and any and other costs attributable to the preparation of the Warranty Deed, Title Certificate, abstract and any other closing documents shall be paid by purchaser.

### **VII.**

**POSSESSION:** Purchaser shall be entitled to possession of the property at closing.

### **VIII.**

**TAXES:** Taxes shall be prorated as of the date of closing.

### **IX.**

**DEFAULT:** This contract shall be binding upon and inure to the benefit of the heirs, administrators and assigns of the parties hereto and upon default in any of the terms of this Agreement the defaulting party agrees to pay all costs of Court and a reasonable attorney=s fee.

### **X.**

**GOVERNING LAW:** This agreement shall be governed by the laws of the State of Georgia.

**Lanier Property**  
**Right of First Refusal – Page 4**

IN WITNESS WHEREOF, the parties have executed this Agreement on this the \_\_\_\_ day  
of \_\_\_\_\_, 20\_\_.

**Purchaser:**

BY: \_\_\_\_\_

Signed, Sealed and Delivered  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public

**Seller:**

BY: \_\_\_\_\_  
**WALTER C. LANIER**

Signed, Sealed and Delivered  
this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_, in the presence of:

\_\_\_\_\_  
Unofficial Witness

\_\_\_\_\_  
Notary Public



**Lanier Property**  
**Right of First Refusal – Page 5**

**EXHIBIT "A"**

**All that tract or parcel of land being a part of Land Lots 4, 5 and 28 of the 12<sup>th</sup> Land District of Terrell County, Georgia, being more defined and delineated as Tract 2 by that certain survey prepared by B. H. Langford, Jr., Georgia Registered Land Surveyor, which survey is recorded in Plat Book 6, Page 31, Office of the Clerk of Superior Court of Terrell County, Georgia which survey is by reference hereto incorporated herein and made a part of this description.**

***Go Bid Now!***



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