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Property Information

*381 +/- Acres Timberland
Hart County, Georgia*

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

Online Only Auction

***Cokesbury Hwy & Cokesbury Church Road
Hartwell, Georgia 30643***

Tuesday, January 25, 2022 at 2 P.M.



WEEKS AUCTION GROUP
ACCELERATED REAL ESTATE MARKETING

(229)-890-2437

www.WeeksAuctionGroup.com



Introduction

Dear Prospective Bidders,

Weeks Auction Group is pleased to announce the public auction of this 381 +/- Acre Timberland tract located in Northeast Georgia.

This 381 +/- Acre timberland tract located in Northeast Georgia in Hart County is that special tract everyone is looking for. For the recreational buyer these rolling red Georgia hills with magnificent pine timber offer a high population of Whitetail Deer, Turkey, and Duck and a 2 ½ acre fishing lake. For the timberland investor the pine timber on this tract has been well maintained and is ready to be thinned for immediate income plus tremendous growth potential in the future. Offered by Weeks Auction Group in multiple parcels you can buy the size tract you're looking for or the entire property. Check out our video of this property and imagine yourself as the owner.

Bidding for this property will open on January 11, 2022 at 10:00 a.m. eastern time and continue to January 25, 2022. Bidding will begin closing at 2:00 p.m. 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. 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.

Mark Manley, CAI, AARE, MPPA
President



Auction Date and Time: Tuesday, January 25, 2022 at 2:00 pm

Open House Dates and Times: Saturday, January 8th 9:00 am – 12:00 pm
Saturday, January 15th 9:00 am – 12:00 pm

For More Information Contact: Mark Manley, CAI, AARE, MPPA
Weeks Auction Group, Inc.
(229) 890-2437 - Office
(229) 891-1377 - Cell
Mark@BidWeeks.com

Property Information

Property Address: Cokesbury Hwy & Cokesbury Church Road, Hartwell, Georgia 30643

Auction Date: Tuesday, January 25, 2022 at 2:00 pm

Property Size: 381 +/- Acres

Assessor's Parcel Numbers: C93 052

Tax Bill Amount: \$2,394.14

Driving Directions: From Atlanta on Interstate 85 take Exit 177, travel south on GA Hwy 77 S through Hartwell for approximately 22 miles to Cokesbury Hwy. Turn left onto Cokesbury Hwy and travel 2.2 miles to the property on the right. The entrance to the property is at the intersection of Cokesbury Hwy and Cokesbury Church Road. ***"Watch for Auction Signs!"***

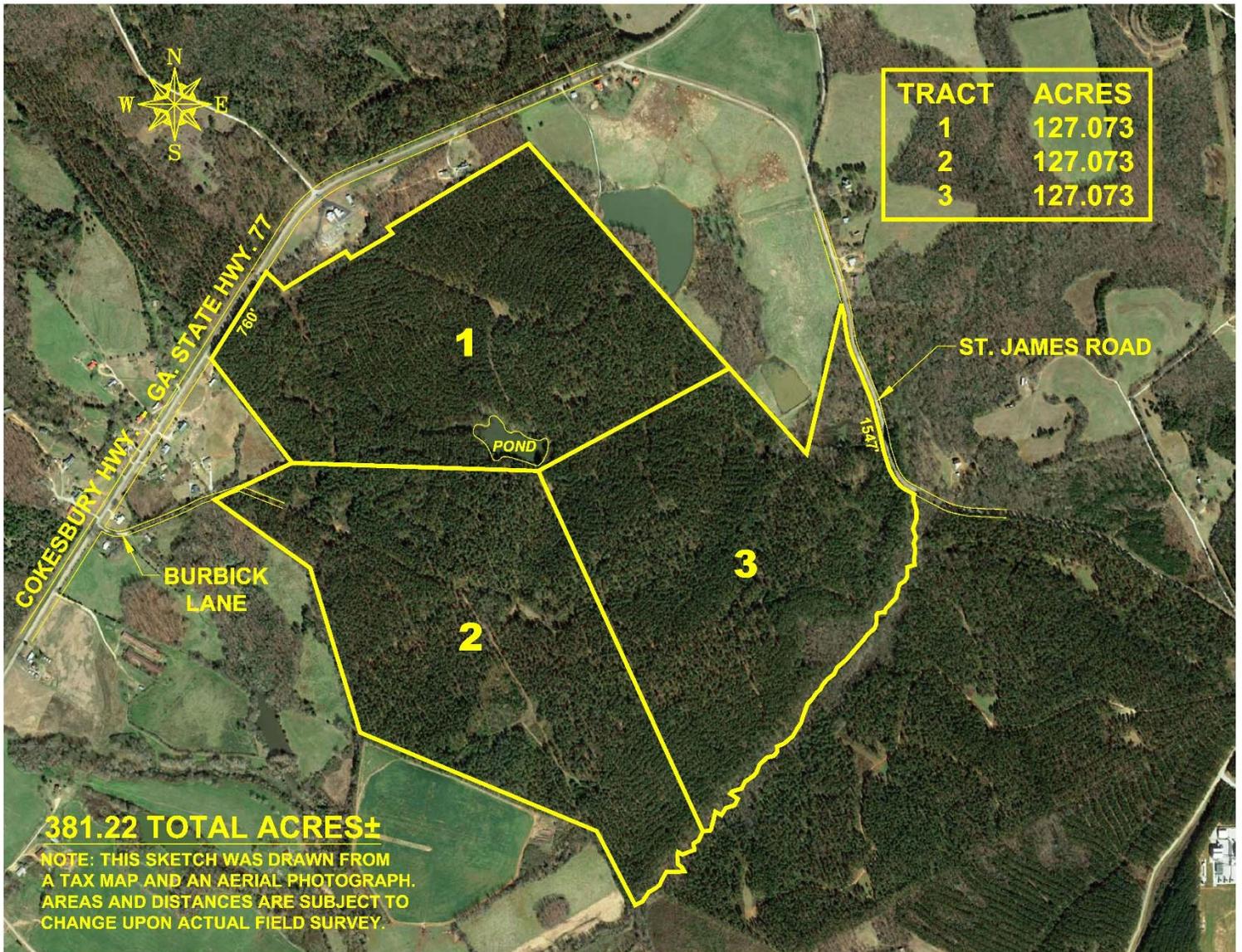
Important Selling Features:

- 381.22 +/- Acre Timberland Tract
- Offered Divided and as a Whole
- Excellent Stand of Pine Timber
- 2 ½ +/- Acre Lake
- Extensive Interior Road System
- Deer, Turkey, and Duck Population
- Established Feed Plots and Shooting Lanes
- Frontage on Little Cedar Creek
- Convenient Hartwell and the Lake Hartwell Dam

This entire 381 +/- Acre property is protected by a Conservation Easement a "Summary of Grantor and Grantee Rights" is included in this Property Information Package. The "Deed of Conservation Easement" is recorded in Deed Book 745 Page 392 – 420 in the deed records of the Hart County Clerk of Superior Court. A copy can be provided upon request.

This property is sold subject to Covenants for an Agricultural Preferential Assessment recorded in Deed Book 892, Pages 751-752. the office of the Clerk of Superior Court, Hart County, Georgia (hereinafter the "Covenant"). This Covenant expires on December 31, 2029.

Aerial Map



Soil Map – Page 2

Soil Map—Hart County, 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.

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: Hart County, Georgia

Survey Area Data: Version 13, Sep 10, 2021

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

Date(s) aerial images were photographed: Oct 30, 2014—Mar 15, 2017

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.

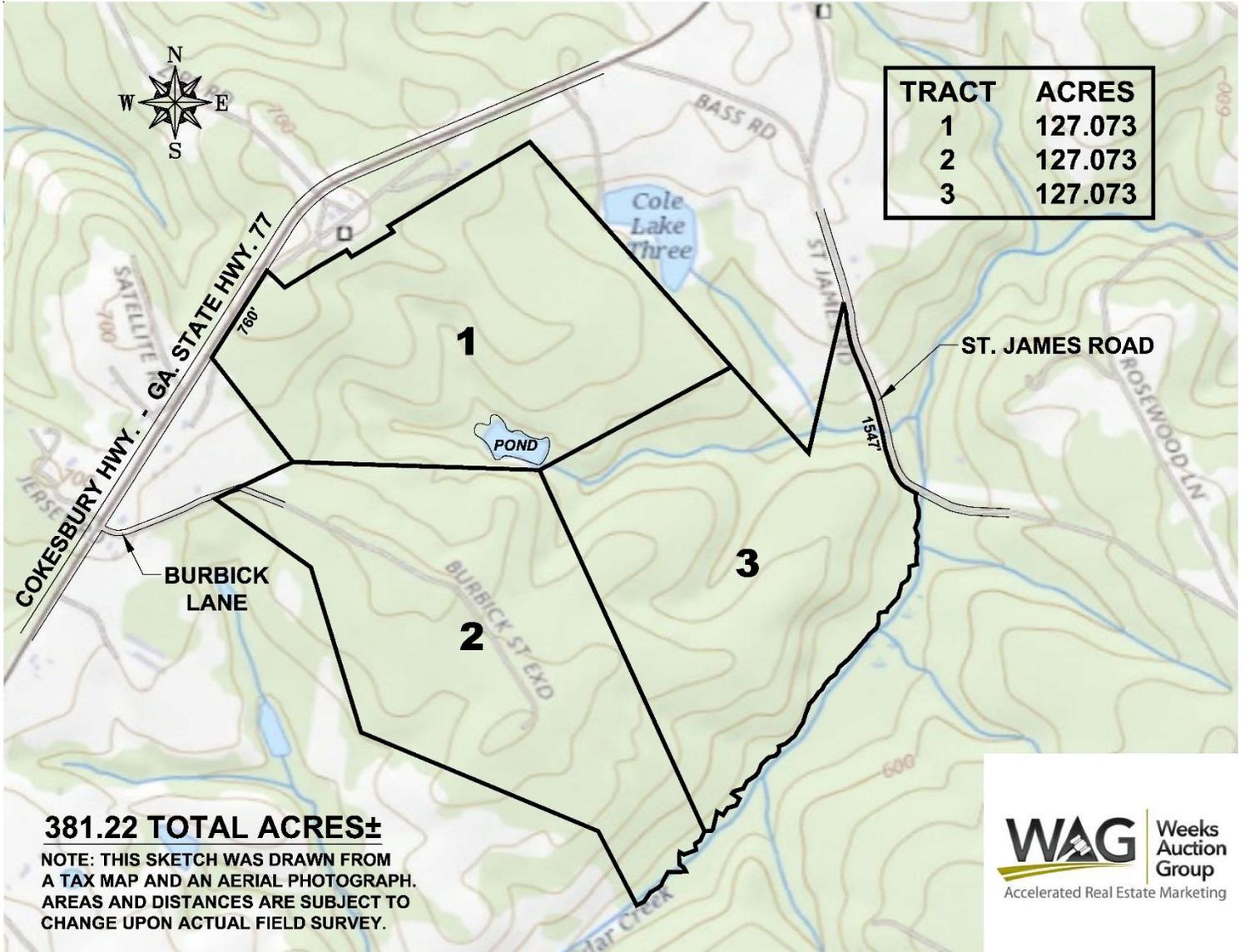
Soil Map – Page 3

Soil Map—Hart County, Georgia

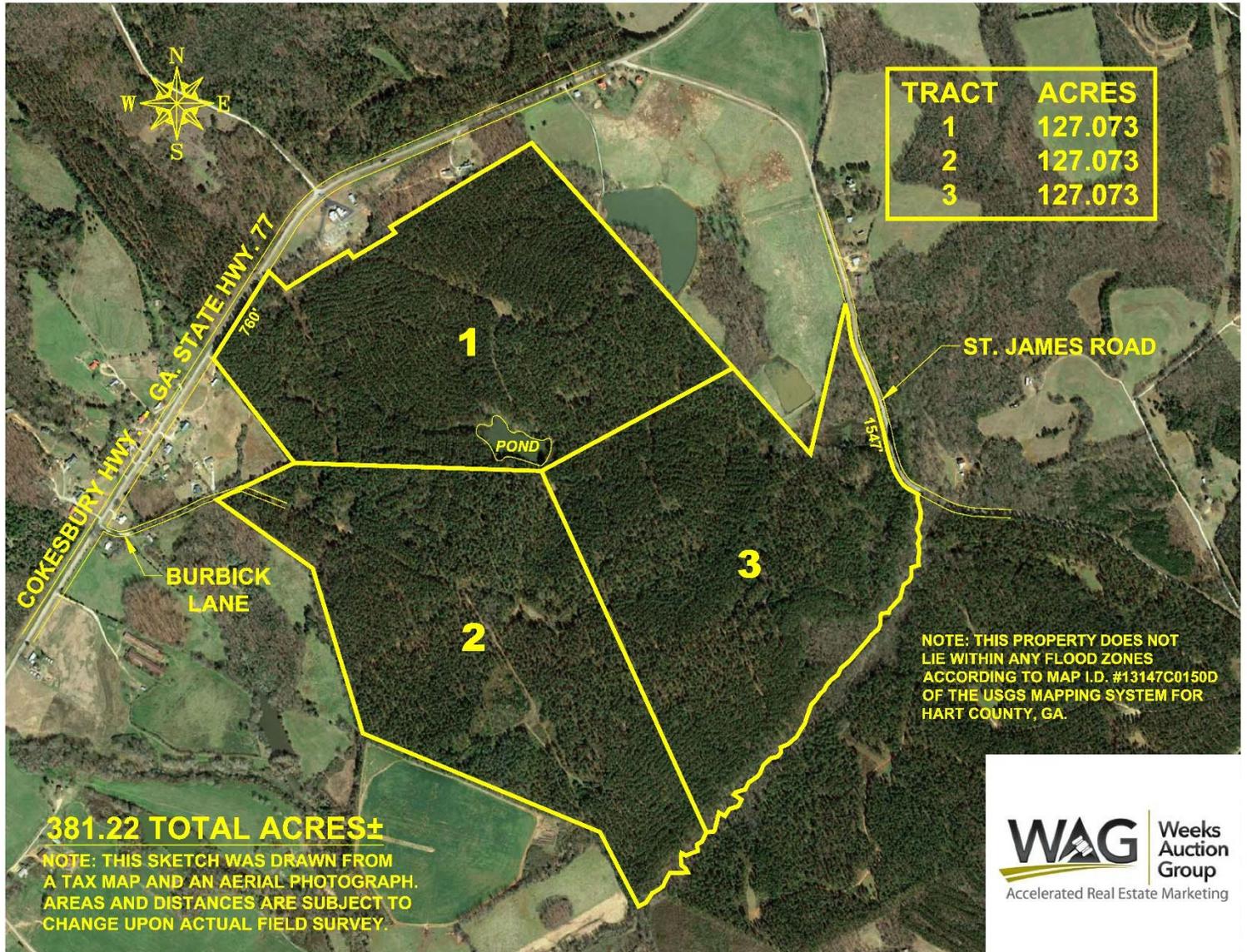
Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
AmB2	Appling sandy loam, 2 to 6 percent slopes, eroded	3.3	0.9%
Avp	Alluvial land, wet	10.4	2.7%
Cfs	Chewacla soils	19.5	5.0%
CYB	Cecil sandy loam, 2 to 6 percent slopes	24.8	6.4%
CYB2	Cecil sandy loam, 2 to 6 percent slopes, eroded	66.4	17.1%
CYC2	Cecil sandy loam, 6 to 10 percent slopes, moderately eroded	107.7	27.7%
CYE2	Cecil sandy loam, 10 to 25 percent slopes, eroded	17.7	4.6%
CZC3	Cecil sandy clay loam, 6 to 10 percent slopes, severely eroded	44.9	11.5%
CZD3	Cecil sandy clay loam, 10 to 15 percent slopes, severely eroded	70.6	18.2%
MgB2	Madison sandy loam, 2 to 6 percent slopes, moderately eroded	0.2	0.0%
MgC2	Madison sandy loam, 6 to 10 percent slopes, eroded	5.2	1.3%
MIC3	Madison sandy clay loam, 6 to 10 percent slopes, severely eroded	0.5	0.1%
MID3	Madison sandy clay loam, 10 to 15 percent slopes, severely eroded	16.9	4.3%
W	Water	0.6	0.2%
Totals for Area of Interest		388.7	100.0%

Topo Map



Flood Map



Conservation Easement

Summary of Grantor and Grantee Rights

Permitted Uses of the Property

Permitted uses of the Property vary depending on where on the Property such use occurs as specifically indicated below. The Property is divided into three (3) principal areas all of which are depicted in the Easement Map in *Section XI* of the Baseline Documentation Report and generally described below:

Acceptable Development Area (also referred to herein as an "ADA") – The area in which 1) a single family dwelling or structure with associated accessory building(s), 2) main access road(s), and 3) secondary access road(s) may be placed. A total of three (3) Acceptable Development Areas will exist on the entire Property: 1) Acceptable Development Area – Homesite, 2) Acceptable Development Area – Main Access Road, and 3) the Acceptable Development Area – Secondary Access Road.

- The Acceptable Development Area – Homesite will consist of a circle with a radius of 118 feet (36 meters) that encompasses a total area of approximately one acre (4,046 meters²). There will be a total of three (3) homesites on the entire Property. The placement of the center of each circle for the respective homesite will be determined sixty (60) days prior to the beginning of construction.
- The Acceptable Development Area – Main Access Road will consist of a linear buffer of approximately 40 feet (12.19 meters) extending from Cokesbury Highway into the interior of the Property. The linear buffer will originate from the centerline of the existing main access road, as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend 20 feet (6.08 meters) to either side.
- The Acceptable Development Area – Secondary Access Road will consist of a linear buffer of approximately 30 feet (9.14 meters) extending from any existing or future secondary access road. The linear buffer will originate from the centerline of any existing or future secondary access road and will extend 15 feet (4.57 meters) to either side.

Resource Protection Area (also referred to herein as "RPA") – The area(s) which contain(s) unique or special natural features including, but not limited to, streams, ponds, wetlands, marshes, or steep slopes and their supporting buffer lands in which this Easement excludes the construction or placement of permanent or temporary buildings and anthropogenic perturbations (manmade disturbances). A total of two (2) Resource Protection Areas will exist on the entire Property: 1) the Resource Protection Area – Freshwater Pond(s), and 2) the Resource Protection Area – Little Cedar Creek.

- The Resource Protection Area – Freshwater Pond(s) will consist of a polygonal buffer of approximately 100 feet (30.48 meters). The linear buffer will originate at the high water line of the two ponds, as specifically identified in *Section XI* of the Baseline Documentation Report, and will radiate in an outward direction.

Conservation Easement

- The Resource Protection Area – Little Cedar Creek will consist of a linear buffer of approximately 100 feet (30.49 meters). The linear buffer will originate from the approximate center of the unnamed tributary of Little Cedar Creek as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend for 100 feet (30.48 meters) to either side of the aquatic features, and from the approximate center of Little Cedar Creek, as specifically identified in *Section XI* of the Baseline Documentation Report, and will extend for 100 feet (30.48 meters) towards the interior of the Property.

Agricultural Areas (also referred to herein as “AA”) – The remainder of the area which may be used for, but not limited to, horticulture, trees, carbon sequestration for carbon offset, alternative energy (wind & solar), and agricultural plantings for wildlife are allowed, may be continued and expanded and shall be considered consistent with the purposes of this Easement, provided that the same are conducted in a manner not inconsistent with this Easement and provided further that:

- 1) Under no circumstances shall there be industrial or factory-type livestock operations or animal husbandry characterized by the continuous confinement of livestock in tightly confined environments for the purpose of raising, feeding and fattening for market on the Property; and no slaughtering facility or poultry, dairy or hog operation shall be allowed;
- 2) Under no circumstances shall there be production of vineyards due to stress on the existing water table;
- 3) Pesticides and/or herbicides may be used only in a manner consistent with their labeling and in compliance with all federal, state, and local regulations, including those related to licensing and/or certification of applicators;
- 4) All permitted agricultural activities shall be conducted in accordance with any pertinent local or state regulations or guidelines covering such activities and Best Management Practices of the State of Georgia and applicable federal, state and local laws;
- 5) All such activities shall be designed to maintain soil productivity and prevent soil erosion to protect water quality and wetlands;
- 6) Any change in agricultural use or activity to a use not traditionally used on the Property shall be subject to the prior written approval of Grantee, which approval shall not be unreasonably withheld;
- 7) Land application of domestic septic effluent and/or municipal, commercial or industrial sewage sludge or liquids generated from such sources is prohibited;

Conservation Easement

- 8) Non-commercial horticultural activities are allowed but shall be limited to native species of plants;
- 9) All farming operations not being utilized as of the date of this Easement shall be conducted in a manner consistent with a farm conservation plan prepared by the USDA, NRCS, or its successor, or by another qualified conservation professional. This plan shall be updated periodically and in any event at the time the basic type of agricultural operation on the Property changes or at the time ownership of the Property changes.

8.1 *Acceptable Development Areas.* The following activities are permitted within each Acceptable Development Area to the extent indicated provided that Grantor notifies the Conservancy in writing thirty (30) working days prior to exercising the prescribed permitted uses unless otherwise noted.

8.1.A Acceptable Development Area – Homesite. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair, remove, enlarge, or replace three (3) single-family residential main structures and their improvements within the area shown in the Easement Map, Section *XI* of the Baseline Documentation Report, as Acceptable Development Area – Agricultural Area. There will be a total of three (3) reserved homesites on the entire property. Said homesites, accessory buildings and improvements shall be located completely within the corresponding ADA – Homesite. Accessory buildings and improvements associated with the residence may include garages, carports and storage sheds. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.1.A.i Building Restrictions. With prior written notice to the Conservancy, Grantor may locate, construct, maintain, repair, or replace one (1) single-family dwelling within the three (3) Acceptable Development Area – Homesite depicted in the Easement Map, Section *XI* of the Baseline Documentation Report, Exhibit “B”, as Agricultural Area so long that the respective ADA – Homesite does not overlap with any Resource Protection Area. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

Conservation Easement

8.1.A.ii Fences. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, repair, or replace existing fences. New fences may be constructed, maintained, repaired or installed, anywhere within the respective ADA – Homesite.

8.1.A.iii Access Road. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, improve, repair, remove, enlarge, or replace one (1) access road within the respective ADA – Homesite. No portion of the access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities.

8.1.A.iv Subsistence Garden. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, repair, or replace one (1) subsistence garden within the respective ADA – Homesite. Said garden may be used for *de minimis* agricultural-related commercial activities.

8.1.B Acceptable Development Area – Main Access Road. Without prior written permission from or notice to the Conservancy, Grantor may maintain, pave, improve, repair, remove, enlarge, or replace the main access road, within the area shown in the Easement Map, Section XI of the Baseline Documentation Report, as Acceptable Development Area (ADA) – Main Access Road. Said improvements shall be located completely within the corresponding ADA – Main Access Road.

8.1.C Acceptable Development Area – Secondary Access Road. Without prior written permission from or notice to the Conservancy, Grantor may maintain, improve, repair, remove, enlarge, or replace any access road and trails within the area shown in the Easement Map, Section XI of the Baseline Documentation Report, as Acceptable Development Area (ADA) – Secondary Access Road. No portion of the secondary access road shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material except for steep slope areas that may require additional hardening of the surface to reduce erosion. Said improvements shall be located completely within the corresponding ADA – Secondary Access Road.

8.2 Resource Protection Area. The following activities are permitted within the Resource Protection Area(s) to the extent indicated.

8.2.A Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Conservation Easement Map, Section XI of the Baseline Documentation Report, as Resource Protection Area for the following activities: low-infrastructure, nature-based outdoor recreation opportunities such as walking,

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hiking, bicycling and equestrian activities on designated trails, picnicking, nature appreciation and education, so long as these activities preserve the value of the Resource Protection Area(s) as natural habitat.

8.2.B Fences. Without prior written permission from or notice to the Conservancy, Grantor may create, maintain, preserve, improve, repair, remove, enlarge, or replace existing fences in the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area, for purposes of preventing trespass on the Property.

8.2.C Trails. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain a foot trail anywhere in the Resource Protection Area to be used for outdoor recreation and education.

8.2.C.i Trail. The trail may include steps and railings and other trail surface structures as well as bridges and culverts for traversing wet areas.

8.2.C.ii Trail Width. The trail may not exceed 10 feet (3.048 meters) in width.

8.2.C.iii Trail Covering. The trail may be covered, if at all, by wood chips, gravel, or any other porous surface so as not to enhance stormwater runoff into the wetland/stream.

8.2.C.iv Trail Signs. The trail may include signs to mark the trail; to provide information regarding applicable times, place, and manner restrictions; for interpretive purposes, and to indicate the interest of Grantor and Beneficiaries and the Conservancy are permitted.

8.2.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area provided that such accessories are erected and maintained in a manner that minimizes damage to the Property, and so long as these activities preserve the value of the Resource Protection Area(s) as wildlife habitat, riparian buffer and aquatic ecosystem. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.E Water Resources. Without prior written permission from or notice to the Conservancy, Grantor may utilize water sources, courses, and bodies within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection

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Area, so long as such usage is in accordance with local, state and federal laws and shall be consistent with sound agricultural practices and a current NRCS conservation plan, or its equivalent, as prepared by the USDA or similar agency. Under no circumstances will any wetlands in the Resource Protection Areas be drained or substantially altered.

8.2.F Dock. With prior written notice to the Conservancy, Grantor may maintain, repair, remove, enlarge or replace one (1) dock and its improvements within the area shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, as Resource Protection Area – Freshwater Pond(s) provided that any structure must be designed and situated to blend with natural surrounding and compliment the natural and scenic features of the landscape so long as such improvements are in accordance with local, state and federal laws. The dock shall be in compliance of all federal, state and/or local applicable laws. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.G Earthen Dam(s). With prior written permission from the Conservancy, Grantor may maintain, repair or replace the earthen dams shown in the Conservation Easement Map, *Section XI* of the Baseline Documentation Report, Exhibit “B”, as Resource Protection Area – Freshwater Pond(s). No portion of any Earthen Dam shall be paved or otherwise covered with concrete, asphalt, or any other impervious paving material, and shall not be enlarged or extended. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values.

8.2.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Resource Protection Area(s).

8.3 Agricultural Areas. Without prior written permission from or notice to the Conservancy, Grantor may produce crops, livestock, trees, carbon sequestration for carbon offset, alternative energy (wind & solar), and conduct farm operations which includes but is not limited to the right to establish, reestablish, maintain, and use cultivated forests, fields, orchards, and pastures within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. These farming/forestry practices, which are the principal uses of the Property, shall be consistent with sound agricultural

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practices and a current NRCS conservation plan or its equivalent, as prepared by the USDA or similar agency or professionally trained individual.

8.3.A Forest Management. Without prior written permission from or notice to the Conservancy, Grantor reserves the right to conduct timber harvesting and forest management activities in the Agricultural Area subject to federal, state and local regulations, the specific terms and conditions of the Easement, and shall be conducted in accordance with the following provisions.

8.3.A.i Ten Year Management Plan. All forest management activities, except preliminary timber cruises and resource evaluation, shall be conducted in accordance with a written plan for areas in which timber harvesting or management is contemplated. The plan shall be prepared prior to any harvesting or treatment activities, and shall be reviewed and updated at least every ten years by a licensed professional forester. The forestry management plan shall include at a minimum the following:

- 1) goals and objectives of the landowner, consistent with the terms of the Easement; and
- 2) identification of the natural and physical features of the Property, or the harvest area, including forest type, stocking, age, quality, health, stand history, and existing forestry access roads, wetlands and water bodies; and
- 3) a description of contemplated harvesting units and proposed access plan, indicating proposed ingress/egress for all areas to be harvested; and
- 4) a description of recommended erosion control measures to be employed during and after harvesting; and
- 5) a description of foreseeable situations in which chemical application will be recommended, including the type, amount, method of application, and recommended limitations to protect water quality; and
- 6) a description of harvesting techniques and treatments to be employed to avoid adverse impact to the specific conservation values identified in the prescriptions hereinabove; and
- 7) a description of reclamation and reforestation practices to be employed upon completion of harvesting operations to ensure soil stabilization and to maintain the scenic qualities of the Property.

8.3.B Agricultural Buildings and Improvements. Without prior written permission from or notice to the Conservancy, Grantor may create, maintain, improve, repair, remove, enlarge, or replace rustic structures to assist with the agricultural operation within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area

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provided that all such structures must be designed and situated to blend with natural surroundings and compliment the natural and scenic features of the landscape, and to preserve the agricultural production of prime Georgia soils.

8.3.C Fences. Without prior written permission from or notice to the Conservancy, Grantor may construct, maintain, preserve, improve, repair, remove, enlarge, or replace existing fences anywhere in the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area, for purposes of preventing trespass on the Property.

8.3.D Hunting Stands and Platforms. Without prior written permission from or notice to the Conservancy, Grantor may establish and maintain hunting stands and platforms provided that such accessories are erected and maintained in a manner that minimizes damage to the Property.

8.3.E Wildlife Green Areas/ Food Plots. Without prior written permission from or notice to the Conservancy, Grantor may establish, maintain, and cultivate wildlife green areas/food plots within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area provided that such activities shall be consistent with sound agricultural practices, a current NRCS conservation plan, a Ten Year Forestry Management Plan or its equivalent, as prepared by the USDA or similar agency or qualified individual(s).

8.3.F All-Terrain Vehicles. Without prior written permission from or notice to the Conservancy, Grantor may use, or permit the use of all-terrain vehicles on the access roads now existing on the Property, or in the future those developed on the Property (pursuant to the Forest Management Plan developed and approved in Section 8.3.A), provided that:

- 1) such roads are used by others exclusively in accordance with the forest management plan;
- 2) the permission afforded by Grantor consists of short-term license to use the road system for a period not to exceed twelve (12) months, and is not a longer term license, right-of-way, easement or other permanent legal interest;
- 3) Grantor shall remain responsible for any such license compliance with this Easement.

8.3.F.i All-Terrain Vehicle Access. Without prior written permission from or notice to the Conservancy, Grantor may permit the temporary use of all-terrain vehicles for agricultural and non-commercial recreational purposes anywhere within the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area.

8.3.G Alternative Energy. Without prior written permission from or notice to the Conservancy, other improvements, including, but not limited to, facilities for generation and transmission of renewable electrical power, such as windmills and/or solar arrays, may be

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constructed anywhere in the area shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area. Generation of any renewable electrical power shall be principally for use on the Property. The foregoing permissions include, to the maximum extent necessary, temporary easements and permission to access any area of the Property in connection with such permissions, including, without limitation, construction, repair, and maintenance of the structure and appurtenances permitted subservient utilities. Any temporary easements and permission to access any area of the Property in connection with such permissions which is disturbed by activity must be revegetated and restored to a natural condition promptly after completion of extraction to ensure that the location of such activity does not substantially diminish or impair the Conservation Values. Grantor shall be permitted to employ or sell any additional generated electrical power.

8.3.H Carbon Credits. Grantor shall retain all rights, benefits, privileges and credits related to carbon sequestration in the above ground and below ground biomass, and the soil of the Agricultural Area.

8.3.I Recreation and Educational Usages. Without prior written permission from or notice to the Conservancy, Grantor may use area(s) shown in the Easement Map, *Section XI* of the Baseline Documentation Report, as Agricultural Area for low-impact outdoor recreation, education, nature observation and scientific study, so long as these activities preserve the agricultural production of prime Georgia soils.

Prohibited Uses of the Property

Prohibited uses of the Property are specifically described in Subsections 5.1 thru 5.18. In addition, any activity that is inconsistent with the Purposes of the Easement is expressly prohibited.

5.1 the change, disturbance, alteration, or impairment of the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property, except as provided herein in the Agricultural Area, and Acceptable Development Area; and

5.2 the construction and/or placement of any building structures, permanent camping accommodations, mobile homes, or billboards, except as expressly provided herein in the Agricultural Area and Acceptable Development Area as defined below; and

5.3 the conveyance of easements, rights-of-ways, the paving or grading of accessways or the construction of any roadways, except as expressly provided herein in the Agricultural Area and Acceptable Development Area; and

5.4 the removal, destruction, or cutting of native vegetation, except as provided herein in the Resource Protection Area, Agricultural Area, and Acceptable Development Area; and

5.5 the introduction of non-native plants and/or animal species unless in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner

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consistent with sound environmental conservation practices and current scientific literature; and

5.6 the use of herbicides or pesticides other than for the control of noxious weeds and/or pests in accordance with applicable laws and current NRCS conservation plan or its equivalent, and in a manner consistent with sound environmental conservation practices and current scientific literature; and

5.7 the exploration by Grantor, its heirs, successors, transferees or assigns, for or extraction of minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, or other materials on or below the surface of the Property. Grantor, its heirs, successors, transferees or assigns shall not transfer, lease or otherwise separate the minerals, oil, gas, or other hydrocarbons, soils, sands, gravel, rock, field stone, or other materials from the Property; and

5.8 the use of any motorized vehicles off of accessways or trails now existing as defined in the Baseline Documentation Report; and

5.9 the accumulation, dumping or other disposal of trash, garbage, or other offensive refuse on the Property other than the collection and disposal of natural byproducts on the Property (including tree limbs and organic household compost materials) as long as such collection and disposal is in accordance with applicable laws and regulations; and

5.10 the manipulation, diversion, or other alteration of stream(s); and

5.11 the degradation, pollution, or drainage of any surface or sub-surface waters; and

5.12 any use that would increase or substantially add to the risk of erosion as determined by historical and current scientific literature; and

5.13 any change in the topography of the Property through the placement therein of soil, landfill, dredging spoils, or other material except as incidental and necessary to the activities permitted herein in the Resource Protection Area, Agricultural Area, and Acceptable Development Area(s); and

5.14 more than *de minimis* use for any recreational activity constituting commercial recreational activity within the meaning of Section 2031(c) of the Code; and

5.15 the transfer, encumbrance, lease, sale, or other separation of the water rights necessary and appropriate for the present and future occupation of human, faunal and vegetational populations on the Property; and

5.16 the erection, construction, installation, relocation or use of a communication facility, a telecommunications facility, a network element or any other telecommunications facility, equipment or material that may be used for telecommunications or to provide such services; except for low capacity personal services; and

Conservation Easement

5.17 the erection, construction, installation, relocation or use of utility lines or substations not necessary and directly related to uses of the Property permitted in this Easement; and

5.18 the erection, construction, installation, relocation or use of any lighting which interferes with wildlife on the Property or with landowners within the viewscape of the Property.

Tax Card Parcel – Page 1 C93 052

 Hart County, GA

Summary

Parcel Number C93 052
Location Address COKESBURY HWY 0
Legal Description 381.22 ACRES PB 2K-188
(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 COUNTY (District 01)
Millage Rate 19.27
Acres 381.22
Homestead Exemption No (50)
Landlot/District N/A

[View Map](#)

Owner

LOVELL HART PROPERTIES 2018 LLC
 PO BOX 1270
 CLARKESVILLE, GA 30523

Rural Land

Type	Description	Calculation Method	Soil Productivity	Acres
RUR	Timberland	Rural	9	1
RUR	Timberland	Rural	2	14
RUR	Timberland	Rural	3	9
RUR	Timberland	Rural	3	10
RUR	Timberland	Rural	3	44
RUR	Timberland	Rural	3	22
RUR	Timberland	Rural	3	8
RUR	Timberland	Rural	3	2
RUR	Timberland	Rural	3	6
RUR	Timberland	Rural	3	40
RUR	Timberland	Rural	3	5
RUR	Timberland	Rural	3	2
RUR	Timberland	Rural	3	15
RUR	Timberland	Rural	3	9
RUR	Timberland	Rural	3	24
RUR	Timberland	Rural	4	4
RUR	Timberland	Rural	4	5
RUR	Timberland	Rural	6	18
RUR	Timberland	Rural	7	3
RUR	Timberland	Rural	7	10
RUR	Timberland	Rural	7	7
RUR	Timberland	Rural	7	4
RUR	Timberland	Rural	7	15
RUR	Timberland	Rural	7	4
RUR	Timberland	Rural	7	13
RUR	Timberland	Rural	7	61.61
RUR	Timberland	Rural	7	5
RUR	Timberland	Rural	7	6
RUR	Timberland	Rural	7	14
RUR	Ponds	Rural	2	0.61

Conservation Use Rural Land

Type	Description	Soil Productivity	Acres
CUV	Timberland 93	9	1
CUV	Timberland 93	2	14
CUV	Timberland 93	3	9
CUV	Timberland 93	3	10
CUV	Timberland 93	3	44
CUV	Timberland 93	3	22
CUV	Timberland 93	3	8
CUV	Timberland 93	3	2
CUV	Timberland 93	3	6
CUV	Timberland 93	3	40
CUV	Timberland 93	3	5

Tax Card Parcel – Page 2 C93 052

CUV	Timberland 93	3	2
CUV	Timberland 93	3	15
CUV	Timberland 93	3	9
CUV	Timberland 93	3	24
CUV	Timberland 93	4	4
CUV	Timberland 93	4	5
CUV	Timberland 93	6	18
CUV	Timberland 93	7	3
CUV	Timberland 93	7	10
CUV	Timberland 93	7	7
CUV	Timberland 93	7	4
CUV	Timberland 93	7	15
CUV	Timberland 93	7	4
CUV	Timberland 93	7	13
CUV	Timberland 93	7	61.61
CUV	Timberland 93	7	5
CUV	Timberland 93	7	6
CUV	Timberland 93	7	14
CUV	Timberland 93	2	0.61

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
12/28/2018	859 160		\$0	DEED OF GIFT	LOVELL FRED	LOVELL HART PROPERTIES 2018 LLC
12/30/2013	745 391	2K 188	\$0	Legal	BRAMBLETT	LOVELL FRED
11/26/2013	744 214	2K 188	\$0	BETWEEN FAMILY	LOVELL FRED & BRAMBLETT LARRY	LOVELL HART HOLDINGS LLC
6/13/2008	617 244	2K 158	\$0	BETWEEN FAMILY	LOVELL JOHN F	LOVELL FRED
3/15/2007	581 721	2K 64	\$2,709,100	Multi Parcel Sale	AMERICAS HOME PLACE INC	LOVELL FRED & BRAMBLETT LARRY R & LOVELL
10/16/2006	569 95		\$2,868,390	SPLIT AFTER SALE	BRAMBLETT LARRY R & LOVELL JOH	AMERICAS HOME PLACE INC
1/24/2005	509 460	2C20626	\$0	Quit Claim Deed Recorded	BLUE SKY TIMBER PROPERTIES	BRAMBLETT LARRY R & LOVELL JOHN
1/24/2005	509 456	2C26620	\$2,070,000	Multi Parcel Sale	BLUE SKY TIMBER PROPERTIES LLC	BRAMBLETT LARRY R & LOVELL JOHN
4/1/2003	0044400226		\$639,400	LV		
4/1/2003	0044400222		\$460,000	AV		
7/1/2001	0038400718		\$643,000	LV		
12/1/1992	0024200566		\$384,700	NV		
3/1/1991	0022400781		\$0	XV		

Valuation

	2021	2020	2019	2018	2017
Previous Value	\$403,856	\$807,712	\$807,712	\$807,712	\$746,881
Land Value	\$443,933	\$403,856	\$807,712	\$807,712	\$807,712
+ Improvement Value	\$0	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0	\$0
= Current Value	\$443,933	\$403,856	\$807,712	\$807,712	\$807,712
10 Year Land Covenant (Agreement Year / Value)	2020 / \$322,678	2020 / \$313,375	2010 / \$316,128	2010 / \$307,010	2010 / \$298,274

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

The Hart 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](#)

Last Data Upload: 10/7/2021, 6:33:40 AM

Developed by
 Schneider
GEOSPATIAL

Version 2.3.151

**Tax Map Parcel
 C93 052**

qPublic.net™ Hart County, GA



Overview



Legend

- Addresses
- Parcels
- Roads

Parcel ID	C93 052	Owner	LOVELL HART PROPERTIES 2018 LLC	Last 2 Sales			
Class Code	Consv Use		PO BOX 1270	Date	Price	Reason	Qual
Taxing District	COUNTY		CLARKESVILLE, GA 30523	12/28/2018	0	DG	U
Acres	381.22	Physical Address	COKEBURY HWY 0	12/30/2013	0	LG	U
		Assessed Value	Value \$443933				

(Note: Not to be used on legal documents)

Date created: 10/7/2021
 Last Data Uploaded: 10/7/2021 6:33:40 AM

Developed by  **Schneider**
 GEOSPATIAL

Property Tax Bill 2021

2021 Property Tax Statement

Karen Martin
Hart County Tax Commissioner
P.O. Drawer 748
Hartwell, GA 30643-0748
(706) 376-3944

LOVELL HART PROPERTIES 2018
LLC
PO BOX 1270
CLARKESVILLE, GA 30523

RETURN THIS PORTION WITH PAYMENT

(Interest will be added per month if not paid by due date)

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2021-010701	12/20/2021	\$0.00	\$2394.14	\$0.00	Paid 11/10/2021

Map: C93 052
Location: COKESBURY HWY
Account No: 14952R

IMPORTANT NOTICES

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead exemption authorized for all homeowners, certain elderly persons are entitled to additional exemptions. The full law relating to each exemption must be referred to in order to determine eligibility for the exemption. If you are eligible for one of these exemptions and are not now receiving the benefit of the exemption, you must apply for the exemption not later than April 1st in order to receive the exemption in future years. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact:

Hart County Tax Assessor
P.O. Box 810, Hartwell, GA 30643
(706) 376-3997

If you feel that your property has been assigned too high a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value between January 1st and April 1st ONLY in order to have an opportunity to have this value lowered for next years' taxes. Information on filing a return can be obtained from the Tax Assessor at the above location and phone number.

Karen Martin
Hart County Tax Commissioner
P.O. Drawer 748
Hartwell, GA 30643-0748
(706) 376-3944



Tax Payer: LOVELL HART PROPERTIES 2018 LLC
Map Code: C93 052 Property
Description: 381.22 ACRES PB 2K-188
Location: COKESBURY HWY
Bill No: 2021-010701
District: 01

Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
COUNTY EMS	\$443,933	\$177,573	\$48,502	\$129,071	0.500000	\$64.54	\$0.00	\$64.54
COUNTY M&O	\$443,933	\$177,573	\$48,502	\$129,071	5.480000	\$707.31	\$0.00	\$707.31
SCHOOL M&O	\$443,933	\$177,573	\$48,502	\$129,071	12.569000	\$1,622.29	\$0.00	\$1,622.29
TOTALS					18.549000	\$2,394.14	\$0.00	\$2,394.14

PAYMENT INSTRUCTIONS

- Please Make Check or Money Order Payable to: Hart County Tax Commissioner
- Please write the bill number(s) on your check.
- If a receipt is desired, please include a stamped, self-addressed envelope.
- If taxes are to be paid by a mortgage company, send them this portion only.
- **If you are paying after the due date, please call our office for the full amount due.**
- Interest on unpaid tax bills is applied in compliance with GA Code 48-2-40.
- Penalty on unpaid tax bills is applied in compliance with GA Code 48-2-44.

Current Due	\$2,394.14
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$2,394.14
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	11/10/2021

Legal Description

Tax Parcel Number: C93 052

All that tract or parcel of land, with all improvements located thereon, lying and being in the 114th G.M District, Hart County, Georgia, containing 381.22 acres, more or less, being bounded, now or formerly, substantially as follows: Northwest by State Route #77 Spur, property of Cokesbury Methodist Church, and property of Eves J. & Sara L. Morvant; Northeast by property of Carey Alston Mickel, III and County Paved Road #3; Southeast by the centerline of Little Cedar Creek (the centerline of said creek being the property line); Southwest by property of Virginia Bramblett, and property of David Burbick; West by property of James L. & Olma F. Burbick, and property of Willie Lee Fouch. This tract or parcel of land is more particularly shown and delineated by a plat of survey dated April 3, 2007 prepared for Fred Lovell and Larry Bramblett by Bauknight & Associates, Inc., W. Slate Bauknight, Georgia Registered Land Surveyor, recorded in Plat Book 25, at Page 188, in the Office of the Clerk of the Superior Court of Hart County, Georgia. Said plat and the recordation thereof are by reference incorporated herein and made a part of this description.

CUVA - Page 1

FILED IN OFFICE
 HART SUPERIOR COURT

2020 APR 27 AM 11:19

Frankie H. Gray
 FRANKIE H. GRAY, CLERK

RECORDED
 Book 892 Page 751-752
 Date 4-27-2020

PT283A Rev 2/15 Frankie Gray, Clerk **APPLICATION AND QUESTIONNAIRE FOR CURRENT USE
 ASSESSMENT OF BONA FIDE AGRICULTURAL PROPERTY**

To the Board of Tax Assessors of HART County: In accordance with the provisions of O.C.G.A. § 48-5-7.4, I submit this application and the completed questionnaire on the back of this application for consideration of current use assessment on the property described herein. Along with this application, I am submitting the fee of the Clerk of Superior Court for recording such application if approved.

Name of owner (individual(s), family owned farm entity, trust, estate, non-profit conservation organization or club) – The name of each individual and the percentage interest of each must be listed on the back of this application. For special rules concerning Family Farm Entities and the maximum amount of property that may be entered into a covenant, please consult the County Board of Tax Assessors

LOVELL HART PROPERTIES 2018 LLC

Owner's mailing address		City, State, Zip	Number of acres included in this application
PO BOX 1270		CLARKESVILLE, GA 30523	Agricultural Land: _____ Timber Land: <u>381</u>
Property location (Street, Route, Hwy, etc.)		City, State, Zip of Property:	Covenant Acres 381.22 Total Acres 381.22
District	Land Lot	Sublot & Block	Recorded Deed Book/Page
			859 160
List types of storage and processing buildings:			

AUTHORIZED SIGNATURE

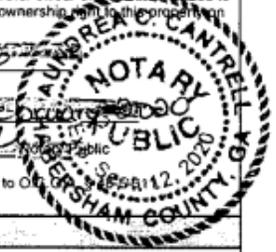
I, the undersigned, do hereby solemnly swear, covenant and agree that all the information contained above, as well as the information provided on the questionnaire, is true and correct to the best of my knowledge and that the above described property qualifies under the ownership and land use provisions of O.C.G.A. § 48-5-7.4. I further swear that I am authorized to sign this application on behalf of the owner(s) making application and that I have shown the percentage interest for each of the individuals having an ownership right to this property on the back of this application form. I am also aware that certain penalty provisions are applicable if this covenant is breached.

Frankie H. Gray
 Signature of Taxpayer or Taxpayer's Authorized Representative

2020-04-27
 Date Application Filed

Signature of Taxpayer or Taxpayer's Authorized Representative
 (Please have additional taxpayers sign on reverse side of application)

Andrew Cantrell
 Sworn to and subscribed before me this 27th day of February, 2020
 Notary Public



If denied, Georgia law O.C.G.A. § 48-5-7.4 provides that the applicant may appeal in the same manner as other property appeals are made pursuant to O.C.G.A. Section 48-5-306.

FOR TAX ASSESSORS USE ONLY

MAP & PARCEL NUMBER	TAX DISTRICT	TAXPAYER ACCOUNT NUMBER	YEAR COVENANT:
C93 052	01	14952	Begin: Jan 1, 2020 Ends: Dec 31, 2029
If transferred from Preferential Agricultural Assessment, provide date of transfer:	If applicable, covenant is a renewal for tax year: Begin: Jan 1, ____ Ends: Dec 31, ____		If applicable, covenant is a continuation for tax year: Begin: Jan 1, ____ Ends: Dec 31, ____
	Pursuant to O.C.G.A. § 48-5-7.4(d) a taxpayer may enter into a renewal contract in the 9th year of a covenant period so that the contract is continued without a lapse for an additional 10 years.		If continuing a covenant where part of the property has been transferred, list Original Covenant Map and Parcel Number:

Approved: Date: 4-21-2020

J. Wayne P. Hill
 Board of Tax Assessors

4-21-2020
 Date

Denied: _____ Date: _____ If denied, the County Board of Tax Assessors shall issue a notice to the taxpayer in the same manner as all other notices are issued pursuant to O.C.G.A. Section 48-5-306.

CUVA - Page 2

CURRENT USE ASSESSMENT QUESTIONNAIRE - PT283A C93 052				
<p>ALL APPLICANTS, other than single titled owners, must list below each individual's name that owns a beneficial interest in the property described in this application, the percentage interest of each, the relationship of each (if the applicant is a family farm entity), and all other information applicable to this application.</p>				
<p>Each Person's Name having any beneficial interest in the property described in this application. (If this form does not contain sufficient lines to list all owners, please attach list providing all information requested for each individual.)</p>	<p>Relationship (complete only if application is for a family farm entity)</p>	<p>Percent interest owned in property in <u>this application</u> only</p>	<p>Counties where you own interest in property under other covenants and total acres in other conservation use covenants</p>	<p>Each owner's percent interest owned and number of acres owned by each under other covenants</p>
Name / Relationship			County	Total Acres
FRED LOVELL / OWNER		100%	HABERSHAM	450
<p>Check Appropriate Ownership Type:</p> <p><input checked="" type="checkbox"/> One or more natural or naturalized citizens.</p> <p><input type="checkbox"/> An estate of which the devisees or heirs are one or more natural or naturalized citizens.</p> <p><input type="checkbox"/> A trust of which the beneficiaries are one or more natural or naturalized citizens.</p> <p><input type="checkbox"/> A family owned farm entity (e.g., a family corporation, family partnership, family general partnership, family limited partnership, family limited corporation or family limited liability company. Percent (%) of gross income from bona fide conservation uses, _____ (including earnings on investments directly related to past or future bona fide conservation uses, within this state within the year immediately preceding the year in which eligibility is sought (include supporting tax records); provided, however, that in the case of a newly formed family farm entity, an estimate of the income of such entity may be used to determine its eligibility (include supporting estimate records).)</p> <p><input type="checkbox"/> Nonprofit conservation organization designated as a 501(c)(3) organization under the Internal Revenue Code. (Provide copy of IRS determination letter/charter with application.)</p> <p><input type="checkbox"/> Bona fide club organized for pleasure, recreation, and other non-profitable purposes pursuant to Section 501(c)(7) of the Internal Revenue Code. (Provide copy of IRS determination letter/charter with application.)</p>				
<p>Check All Bona fide uses that apply and the percentage use, as they relate to the property described in this application.</p> <p><input type="checkbox"/> Raising, harvesting, or storing crops % <u>0</u></p> <p><input type="checkbox"/> Feeding, breeding, or managing livestock or poultry % <u>0</u></p> <p><input type="checkbox"/> Producing plants, trees, fowl, or animals (including the production of fish or wildlife) % <u>0</u></p> <p><input type="checkbox"/> Wildlife habitat of not less than ten (10) acres of wildlife habitat (either in its natural state or under management; no form of commercial fishing or fish production shall be considered a type of agriculture); % <u>100</u> (see board of tax assessors for appropriate documentation in accordance with O.C.G.A. Section 48-5-7.4(b)(2))</p> <p><input type="checkbox"/> Production of aquaculture, horticulture, floriculture, forestry, dairy, livestock, poultry, and apian products % <u>0</u></p> <p><input type="checkbox"/> Other</p>				
<p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is this property or any portion thereof, currently being leased? (If yes, list the name of the person or entity and briefly explain how the property is being used by the lessee, as well as the percentage of the property leased.)</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are there other real property improvements located on this property other than the storage and processing buildings listed on the front of this application? If yes, briefly list and describe these real property improvements.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are there any restrictive covenants currently affecting the property described in this application? If yes, please explain.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Are there any deed restrictions on this property? If yes, please list the restrictions.</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Does the current zoning on this property allow agricultural use? If no, please explain.</p> <p><input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Is there any type business operated on this property? If yes please indicate business name & type of business.</p>				
<p><small>* If this application is for property that is less than 10 acres in size, a taxpayer must submit additional relevant records providing proof of bona fide agricultural use. * Although not required, the applicant(s) for a property having more than 10 acres may wish to provide additional information to assist the board of assessors in making their determination. This information may include: (1) Plans or programs for the production of agricultural and timber products, (2) Evidence of participation in a government subsidy program for crops or timber. (3) Receipts that substantiate a bona fide conservation use, such as receipts for feed, equipment, etc. (4) Income tax records, such as copies of a previously filed Federal Schedule F or the appropriate entity return (e.g., Federal Form 1065, 1120, etc.) - The Board of Tax Assessors can only deny an application if the use of the property does not meet the definition of bona fide agricultural property or if the ownership of the property is not in compliance with O.C.G.A. § 48-5-7.4.</small></p>				
<p>APPLICATION FOR RELEASE OF CURRENT USE ASSESSMENT OF BONA FIDE AGRICULTURAL PROPERTY</p>				
<p>I, the owner of the above described property, having satisfied all applicable taxes and penalties associated with the covenant above, do hereby file this application for release of current use assessment with the county board of tax assessors. Pursuant to O.C.G.A. § 48-5-7.4(w), no fee is required for the clerk of superior court to file and index this release in the real property records of the clerk's office.</p>				
<p>Sworn to and subscribed before me</p> <p>This ___ day of _____, _____</p>				
		<p>_____ Taxpayer's Authorized Signature</p>	<p>_____ Approved by: Board of Tax Assessors</p>	
		<p>_____ Date Filed</p>	<p>_____ Date Approved</p>	
<p>Notary Public _____</p>				

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