

Go Bid
NOW!

Property Information



*47 Acre Peanut Buying
Facility - Ellaville, Georgia*

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

Online Only Auction



**603 Broad Street South
Ellaville, Georgia 31806**

Tuesday, April 20, 2021 at 2:00 P.M.



(229) 890 - 2437

www.WeeksAuctionGroup.com



Introduction

Dear Prospective Bidders,

Weeks Auction Group is excited to announce the Public Auction of Wells Grain & Peanut Company in Ellaville, Georgia. The property is comprised of over 47+/- acres consisting of 400,000 + bushel grain bin storage, 26,000+/- square feet of peanut drying space and 120,000+/- square feet of peanut storage.

The property will be offered in multiple tracts to accommodate peanut buying points, warehousemen and investors. This turnkey operation will be a great buying point addition to any peanut buying point or sheller. All equipment sold separately at online auction on May 6, 2021.

Bidding for this property will open on April 1, 2021 at 10:00 a.m. eastern time and continue to April 20, 2021. Bidding will begin closing at 4:00 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.

Cameron Morris
Associate Broker & Auctioneer





Auction Date and Time: Tuesday, April 20, 2021 at 2:00 P.M.

Open House Dates and Times: Thursday April 8th 1:00 – 5:00 P.M.
Monday April 19th 2:00 – 5:00 P.M.

For More Information Contact: Cameron G. Morris
Associate Broker & Auctioneer
Weeks Auction Group
(229) 890- 2437 - Office
(229) 881-7643 - Cell
Cameron@BidWeeks.com

Property Information

Property Address: 603 Broad Street South, Ellaville, Georgia 31806

Auction Date: April 20, 2021 at 2:00 P.M.

Property Size: 47 +/- Acres

Assessor's Parcel Numbers: SCHLEY – E0150020001
SCHLEY – E0160010001
SCHLEY – E0150020004

2020 Property Taxes: \$14,849.58 (3 Tax Parcels)

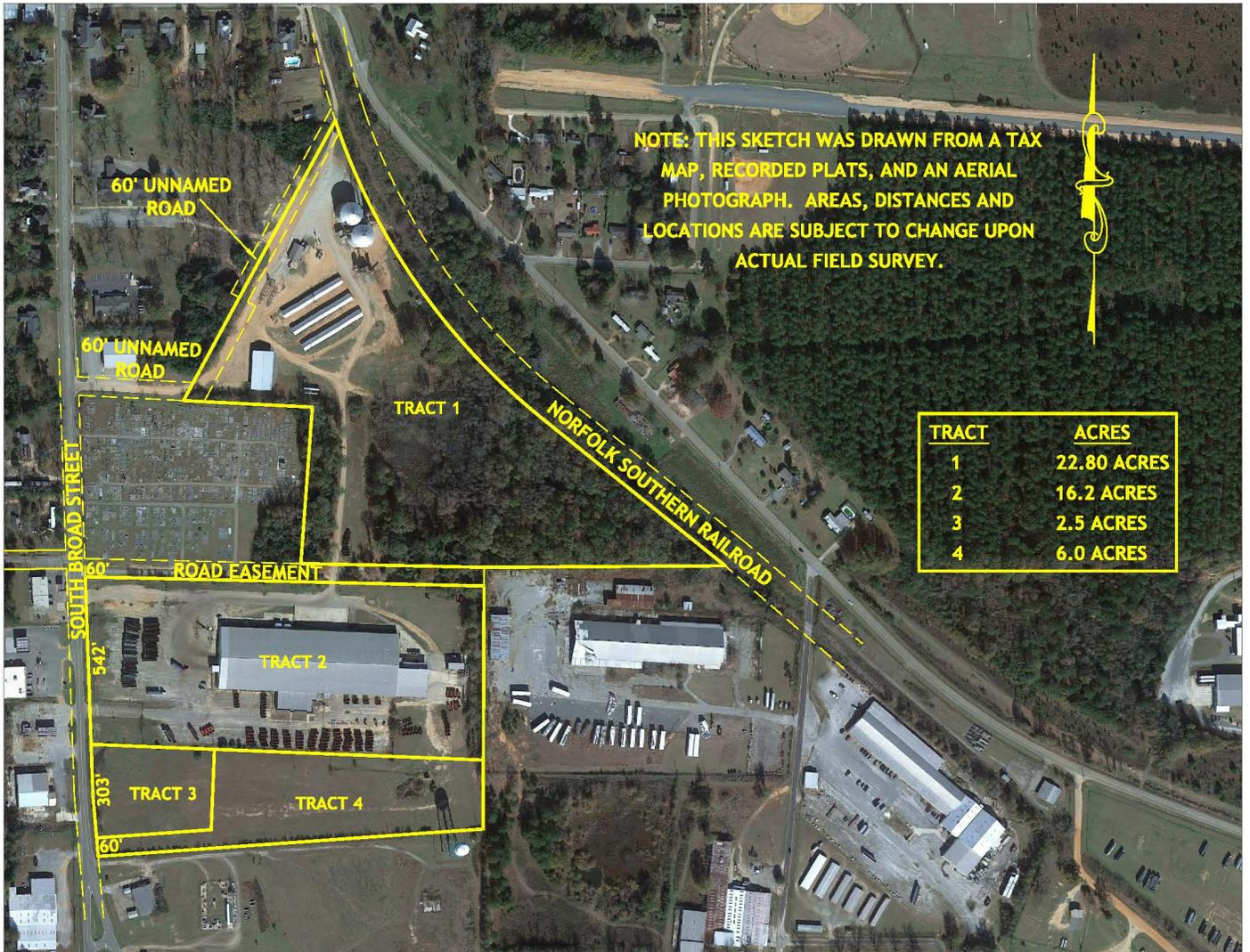
Driving Directions: From AMERICUS, Take US Highway 19 North for 13.8 Miles. Turn Left on Old 19 South for 4.1 Miles into the City Limits of Ellaville. The property is located on the Left. **Watch for auction signs!**

From MONTEZUMA, Take US Highway 26 West for 18.2 Miles. Turn Left on South Broad Street for 0.7 Miles. The property is located on the Left. **Watch for auction signs!**

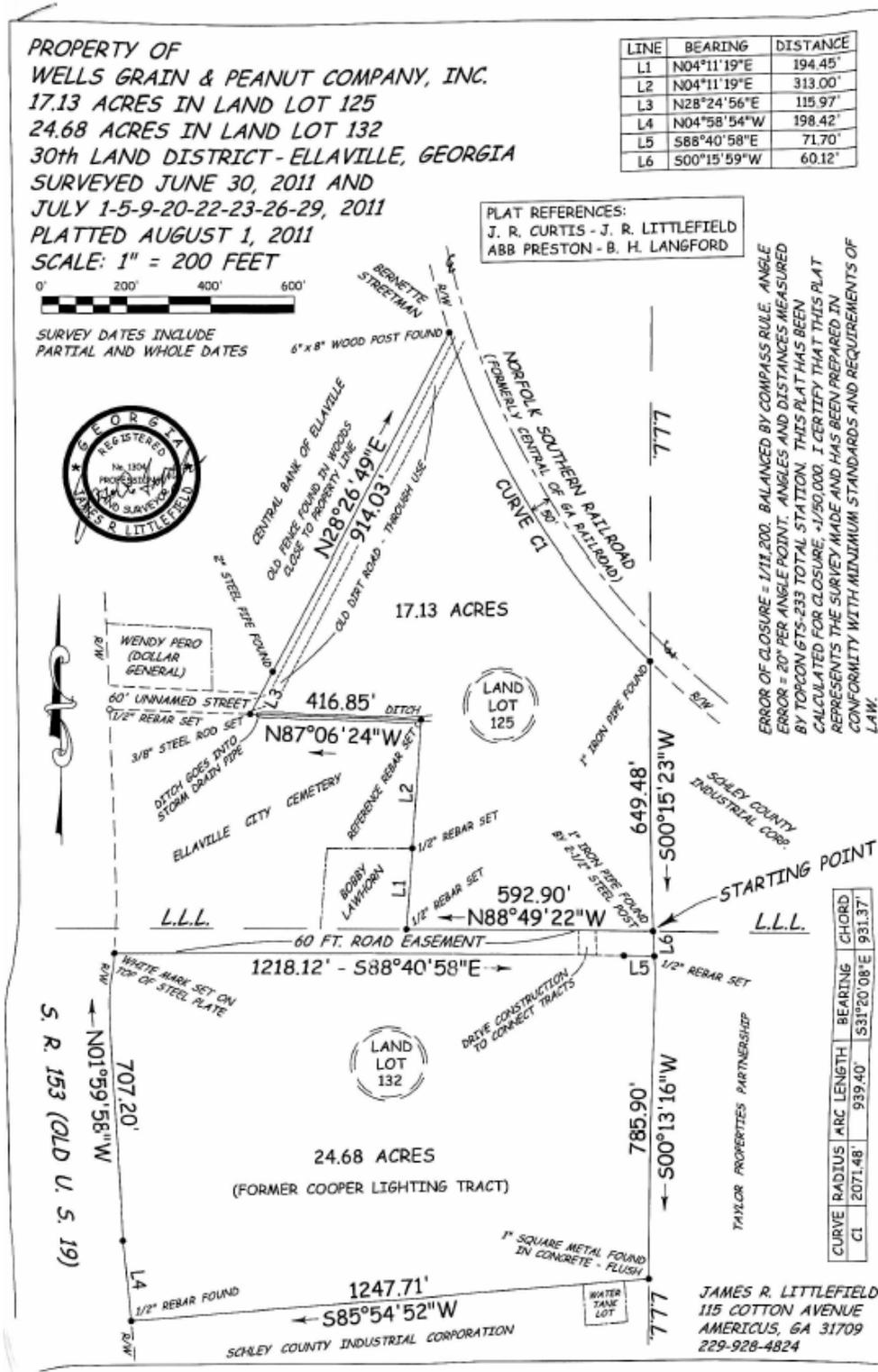
Important Selling Features:

- 47+/- Total Acres
- Peanut Buying Point Complete Liquidation
- 400,000+ Bushel Grainery
- Cleaner
- (2) Elevators 140' and 100'
- 8,184+ SF Semi Drying Shed
- (3) 6,000+ SF Drying Sheds
- 30x50' Office w/ Grading Room
- 100,000LB 10x70' Electronic Truck Scales
- 120,000+/- SF Warehouse
- Huge Parking Area
- 6,700+/- SF Warehouse Office
- Roll Up Doors
- 16' Clear Ceiling Height

Aerial Map



Wells Grain and Peanut Plat Map



Tract 1 Tax Card Parcel – Page 1 SCHLEY E0150020001

 **qPublic.net**™ Schley County, GA

Summary

Parcel Number E0150020001
 Location Address
 Legal Description SCHLEY AGRI 17.23 ACRES
 (Note: Not to be used on legal documents)
 Class C4-Commercial
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District ELLAVILLE (District 02)
 Millage Rate 34.811
 Acres 17.23
 Homestead Exemption No (50)
 Landlot/District N/A

[View Map](#)



Owner

[WELLS GRAIN & PEANUT](#)
 P O BOX 456
 ELLAVILLE, GA 31806

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Commercial	Ellaville Commercial Ac	Acres	750,539	0	0	17.23	0

Commercial Improvement Information

Description Office-D-AVG
 Value \$66,086
 Actual Year Built 1980
 Effective Year Built 1984
 Square Feet 1500
 Wall Height 8
 Wall Frames
 Exterior Wall
 Roof Cover
 Interior Walls
 Floor Construction
 Floor Finish
 Ceiling Finish
 Lighting
 Heating
 Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
IMPLEMENT SHED/SHOP	2000	40x100 / 0	0	\$29,200
SHOP/STORAGE	1989	10x20 / 0	0	\$1,000
Shed	1984	24x50 / 0	0	\$4,320
IMPLEMENT SHED/SHOP	1980	22x220 / 4840	1	\$16,940
IMPLEMENT SHED/SHOP	1980	22x220 / 4840	1	\$16,940
IMPLEMENT SHED/SHOP	1980	22x220 / 4840	1	\$16,940
GRAIN BIN-Lg	1980	0x0 / 200000	1	\$49,000
GRAIN BIN-Lg	1980	0x0 / 200000	1	\$49,000
SCALES	1980	0x0 / 1	1	\$7,000
GRAIN BIN-AVE	1980	0x0 / 1	1	\$735
GRAIN BIN-AVE	1980	0x0 / 1	1	\$735

Valuation

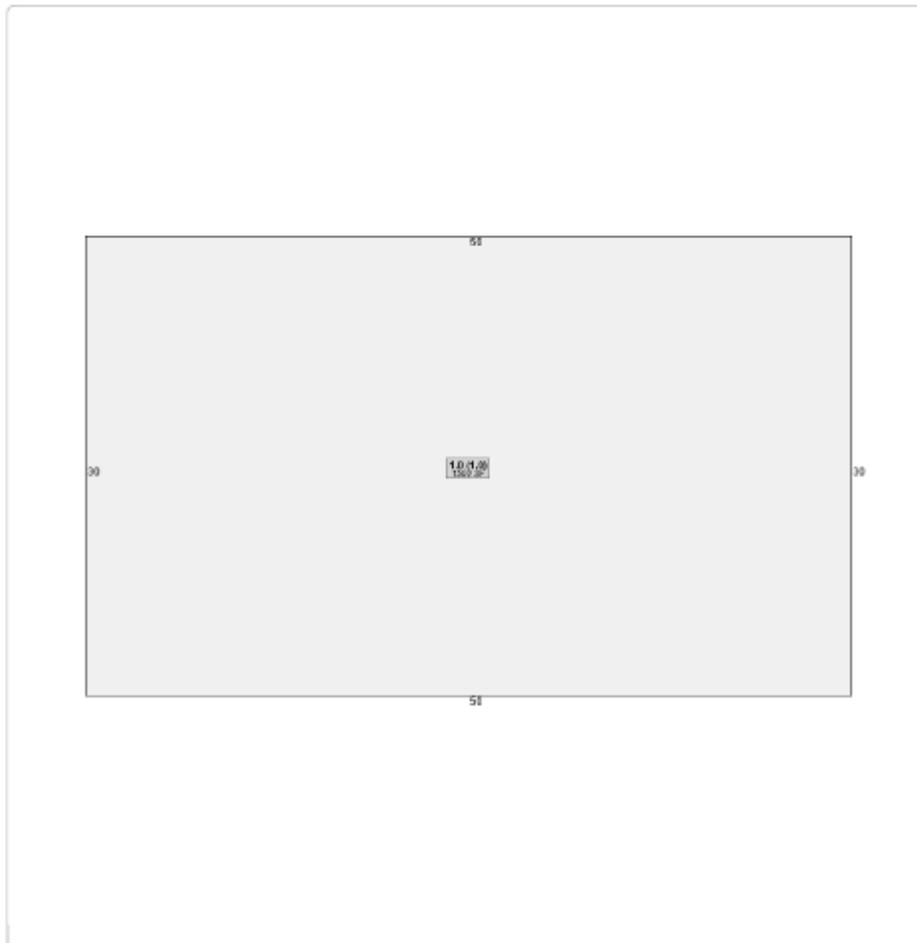
	2020	2019	2018	2017
Previous Value	\$341,259	\$341,259	\$341,259	\$341,259
Land Value	\$83,363	\$83,363	\$83,363	\$83,363
+ Improvement Value	\$66,086	\$66,086	\$66,086	\$66,086
+ Accessory Value	\$191,810	\$191,810	\$191,810	\$191,810
= Current Value	\$341,259	\$341,259	\$341,259	\$341,259

Tract 1
Tax Card Parcel – Page 2
SCHLEY E0150020001

Photos

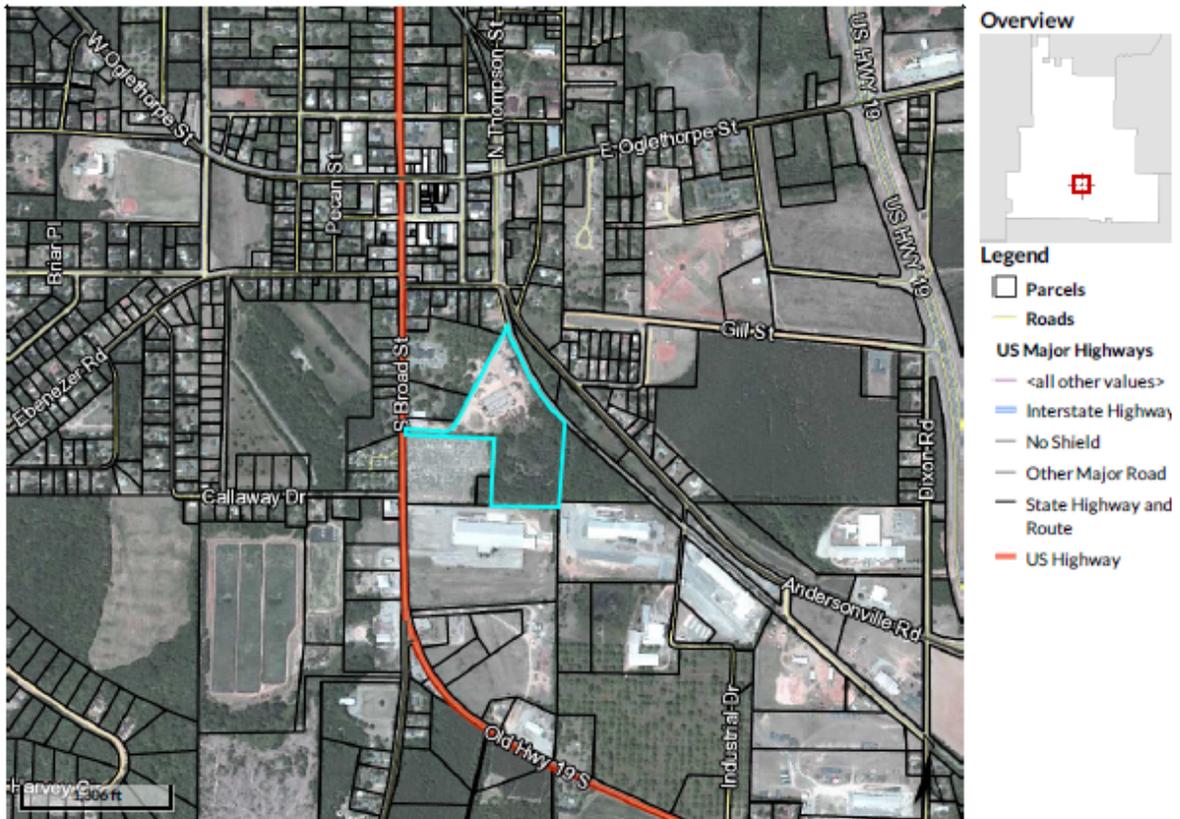


Sketches



Tract 1
Tax Map Parcel
SCHLEY E0150020001

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Parcel ID	E0150020001	Owner	WELLS GRAIN & PEANUT	Last 2 Sales			
Class Code	Commercial		P O BOX 456	Date	Price	Reason	Qual
Taxing District	ELLAVILLE	Physical Address	ELLAVILLE, GA 31806	n/a	0	n/a	n/a
Acres	17.23	Assessed Value	Value \$341259	n/a	0	n/a	n/a

(Note: Not to be used on legal documents)

Date created: 1/25/2021
Last Data Uploaded: 1/25/2021 5:03:54 AM

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Tract 1 Property Tax Bill SCHLEY E0150020001

2020 Property Tax Statement

Pam Register
Schley County Tax Comm
P.O. Box 326
Ellaville, GA 31806

WELLS GRAIN & PEANUT
P O BOX 456
ellaville, GA 31806

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2020-3108	12/20/2020	\$0.00	\$4701.72	\$0.00	Paid 12/16/2020

Map: 0E015-00002-001-000
Location:
Account No: 777000 010

The gradual reduction and elimination of the STATE MILLAGE RATE is the result of property tax relief passed by the Governor, the Georgia State Senate, and the House of Representatives.

RETURN THIS PORTION WITH PAYMENT
(Interest will be added per month if not paid by due date)

Pam Register
Schley County Tax Comm
P.O. Box 326
Ellaville, GA 31806



Tax Payer: WELLS GRAIN & PEANUT
Map Code: 0E015-00002-001-000 Real
Description: SCHLEY AGRI 17.23 ACRES
Location:
Bill No: 2020-3108

Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions	
0.00	0.00	17.2300	\$341,259.00	12/20/2020	09/28/2020			
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax
CITY TAX	\$0	\$136,503	\$0	\$136,503	0.003307	\$1,227.17	-\$775.75	\$451.42
COUNTY	\$0	\$136,503	\$0	\$136,503	0.012249	\$1,886.61	-\$214.58	\$1,672.03
SCH BOND	\$0	\$136,503	\$0	\$136,503	0.002289	\$312.46	\$0.00	\$312.46
SCHOOL	\$0	\$136,503	\$0	\$136,503	0.016599	\$2,265.81	\$0.00	\$2,265.81
TOTALS					0.034444	\$5,692.05	-\$990.33	\$4,701.72

Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead 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 the 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 the office of the County Tax Office at COURTHOUSE SQUARE and/or 229-937-2689. If you feel that your property has been assigned too high of a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value no later than April 1st in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at COURTHOUSE SQUARE and/or 229-937-2689.

LOCAL OPTION SALES TAX CREDIT:
The General Assembly reenacted the Local Option Sales Tax Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received. The law now requires the following additional information to be provided to each taxpayer:

LOCAL TAX LEVY:
* Mill rate required to produce local budget: 21.525
* Reduction in mill rate due to rollback to taxpayers of sales tax proceeds this previous year: 5.943
* Actual mill rate set by local officials: 15.582

Current Due	\$4,701.72
Discount	\$0.00
Penalty	\$0.00
Interest	\$0.00
Other Fees	\$0.00
Previous Payments	\$4,701.72
Back Taxes	\$0.00
Total Due	\$0.00
Paid Date	12/16/2020

Tract 1 Legal Description

Tax Parcel Number: E0150020001

Property Address: Buying Point

Tract I:

That certain tract or parcel of land situate, lying and being in Land Lot 125 in the 30th Land District of Schley County, Georgia, containing 5.08 acres, more or less, described as follows: START at the point where the Westerly right-of-way of the Central of Georgia Railroad intersects the Northerly property line of the I. J. Hart property and run thence along the Hart property line South 59 34' West 430 feet; thence North 28 57' West 390 feet to property now or formerly of Harvey Giddens; thence North 28 24' East 545 feet to the Westerly right-of-way of the Central of Georgia Railroad; thence along the Westerly right-of-way of the Central of Georgia Railroad along the following chords to the curve of said right-of-way for the following courses and distances: South 17 58' East 102.2 feet; South 21 11' East 101.2 feet; South 23 46' East 100.6 feet; South 27 08' East 100.1 feet; South 29 38' East 100 feet; South 32 13' East East 100.1 feet; South 35 28' East 73.2 feet to the property line of the I. J. Hart property and the POINT OF BEGINNING, all as shown according to the play of survey prepared by J. R. Curtis, Registered Land Surveyor No. 402, dated June 16, 1977, a copy of which appears of record in Plat Book 4, Page 19 of the records of the Clerk of the Superior Court of Schley County, Georgia, which plat is by reference made a part of this description.

Tract II:

That certain tract or parcel of land situate, lying and being in Land Lot 125 in the 30th Land District of Sumter County, Georgia, containing 9.9 acres, more or less, described as follows: START at the point where the East line of Land Lot 125 intersects the West right-of-way of the Central of Georgia Railway Company and run thence along the East line of Land Lot 125 South 1 27' West 573 feet to a point; thence South 46 22' West 99.9 feet to the South line of Land Lot 125; thence along the South line of Land Lot 125 a distance of 526.10 feet; thence North 5 05' East 506.10 feet to the Northeast corner of the property of the City of Ellaville; thence along the property of the City of Ellaville North 86 15' West 747.3 feet to the East right-of-way of the new street which has been dedicated to the City of Ellaville; thence along the East right-of-way of said street North 28 24' East to other property of Schley County Agri-Services, Inc.; thence South 28 57' East 390 feet; thence North 59 34' East 430 feet to the West right-of-way of the Central of Georgia Railroad Company; thence Southeasterly along said right-of-way 243.30 feet to the East line of Land Lot 125 and the POINT OF BEGINNING, all as shown according to a plat of survey prepared by J. R. Curtis, dated July 6, 1974, a copy of which appears of record in Plat Book 4, Page 14 of the records of the Clerk of the Superior Court of Schley County, Georgia, which plat is by reference made a part of this description.

Tract 1 Tax Card Parcel SCHLEY – E0150020004



Summary

Parcel Number E0150020004
Location Address
Legal Description N/A
Class I3-Industrial
(Note: This is for tax purposes only. Not to be used for zoning.)
Tax District ELLAVILLE (District 02)
Millage Rate 34.811
Acres 5.48
Homestead Exemption No (50)
Landlot/District N/A

[View Map](#)

Owner

[WELLS GRAIN & PEANUT COMPANY](#)
 PO. BOX 456
 ELLAVILLE, GA 31806

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Industrial	Industrial County	Acres	238,709	0	0	5.48	0

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
4/26/2013	207 222	3 20-A	\$5,000	Fair Market Value	SCHLEY CO INDUSTRIAL CORP	WELLS GRAIN & PEANUT COMPANY

Valuation

	2020	2019	2018	2017
Previous Value	\$31,348	\$31,348	\$31,348	\$31,348
Land Value	\$31,348	\$31,348	\$31,348	\$31,348
+ Improvement Value	\$0	\$0	\$0	\$0
+ Accessory Value	\$0	\$0	\$0	\$0
= Current Value	\$31,348	\$31,348	\$31,348	\$31,348

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

The Schley 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.

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[GDPR Privacy Notice](#)

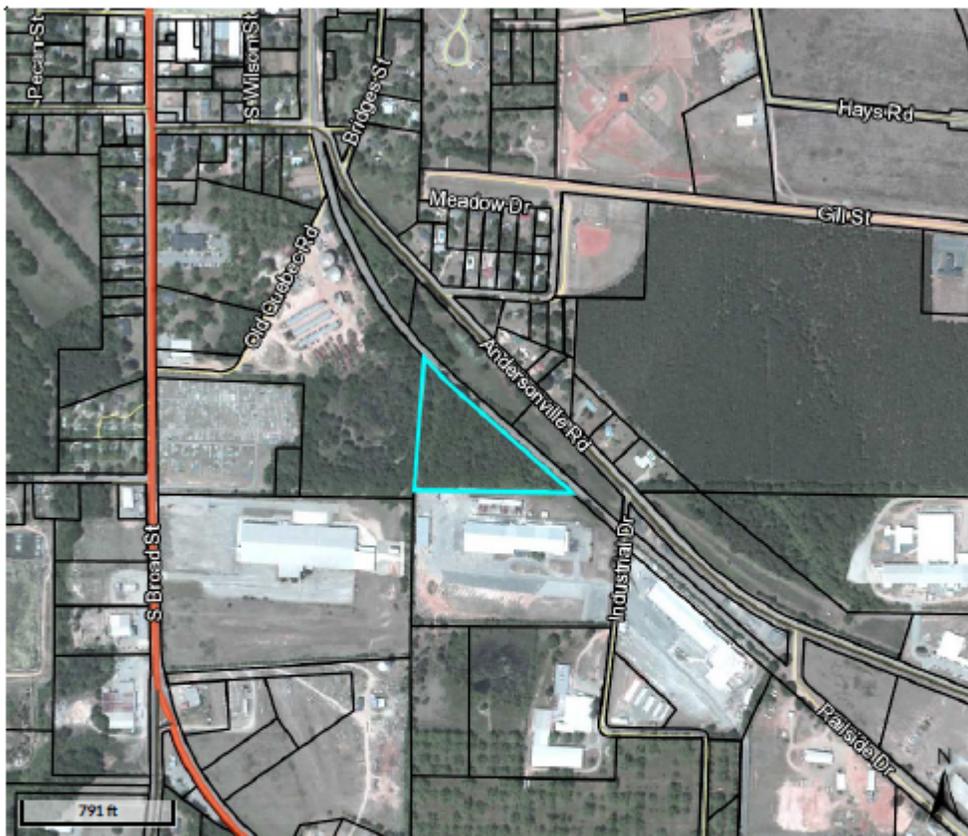
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Developed by


Version 2.3.103

Tract 1
Tax Map Parcel
SCHLEY – E0150020004

qPublic.net™ Schley County, GA



- Legend**
- Parcels
 - Roads
 - US Major Highways**
 - <all other values>
 - Interstate Highway
 - No Shield
 - Other Major Road
 - State Highway and Route
 - US Highway

Parcel ID	E0150020004	Owner	WELLS GRAIN & PEANUT COMPANY	Last 2 Sales			
Class Code	Industrial		P.O. BOX 456	Date	4/26/2013	Price	\$5000
Taxing District	ELLAVILLE		ELLAVILLE, GA 31806	Reason	FM	Qual	Q
Acres	5.48	Physical Address	n/a	Assessed Value	n/a	0	n/a
							n/a

(Note: Not to be used on legal documents)

Date created: 1/25/2021
 Last Data Uploaded: 1/25/2021 5:03:54 AM

Developed by Schneider
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Tract 1 Property Tax Bill SCHLEY – E0150020004

2020 Property Tax Statement

Pam Register
Schley County Tax Comm
P.O. Box 326
Ellaville, GA 31806

WELLS GRAIN & PEANUT COM
PO BOX 456
ellaville, GA 31806

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2020-3110	12/20/2020	\$0.00	\$9715.97	\$0.00	Paid 12/16/2020

Map: 0E016-00001-001-000
Location: 603 BROAD STREET SOUTH
Account No: 777500 010

RETURN THIS PORTION WITH PAYMENT
(Interest will be added per month if not paid by due date)

The gradual reduction and elimination of the STATE MILLAGE RATE is the result of property tax relief passed by the Governor, the Georgia State Senate, and the House of Representatives.

<p>Pam Register Schley County Tax Comm P.O. Box 326 Ellaville, GA 31806</p>		<p>Tax Payer: WELLS GRAIN & PEANUT COM Map Code: 0E016-00001-001-000 Real Description: ELLAVILLE PLANT - 24.68 A Location: 603 BROAD STREET SOUTH Bill No: 2020-3110</p>																								
Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions																			
0.00	0.00	24.6800	\$705,201.00	12/20/2020	09/28/2020																					
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax																		
CITY TAX	\$0	\$282,080	\$0	\$282,080	0.003307	\$2,535.90	-\$1,603.06	\$932.84																		
COUNTY	\$0	\$282,080	\$0	\$282,080	0.012249	\$3,898.63	-\$443.43	\$3,455.20																		
SCH BOND	\$0	\$282,080	\$0	\$282,080	0.002289	\$645.68	\$0.00	\$645.68																		
SCHOOL	\$0	\$282,080	\$0	\$282,080	0.016599	\$4,682.25	\$0.00	\$4,682.25																		
TOTALS						0.034444	\$11,762.46	-\$2,046.49	\$9,715.97																	
<p>Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead 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 the 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 the office of the County Tax Office at COURTHOUSE SQUARE and/or 229-937-2689. If you feel that your property has been assigned too high of a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value no later than April 1st in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at COURTHOUSE SQUARE and/or 229-937-2689.</p>							<table style="width: 100%;"> <tr><td>Current Due</td><td style="text-align: right;">\$9,715.97</td></tr> <tr><td>Discount</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Penalty</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Interest</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Other Fees</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Previous Payments</td><td style="text-align: right;">\$9,715.97</td></tr> <tr><td>Back Taxes</td><td style="text-align: right;">\$0.00</td></tr> <tr style="background-color: #ffff00;"><td>Total Due</td><td style="text-align: right;">\$0.00</td></tr> <tr><td>Paid Date</td><td style="text-align: right;">12/16/2020</td></tr> </table>		Current Due	\$9,715.97	Discount	\$0.00	Penalty	\$0.00	Interest	\$0.00	Other Fees	\$0.00	Previous Payments	\$9,715.97	Back Taxes	\$0.00	Total Due	\$0.00	Paid Date	12/16/2020
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<p>LOCAL OPTION SALES TAX CREDIT: The General Assembly reenacted the Local Option Sales Tax Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received. The law now requires the following additional information to be provided to each taxpayer:</p>																										
<p>LOCAL TAX LEVY: * Mill rate required to produce local budget: 21.525 * Reduction in mill rate due to rollback to taxpayers of sales tax proceeds this previous year: 5.943 * Actual mill rate set by local officials: 15.582</p>																										

Tract 1 Legal Description

Tax Parcel Number: E0150020004

Property Address: Vacant Lot

All that tract or parcel of land, lying and being in the City of Ellaville, in Land Lot 126, 30th Land District, Schley County, Georgia, consisting of 5.48 acres, more or less, and more particularly described as Lot 71 of the subdivision of the lands of Bessie S. Hayes, all as shown by that plat of survey by W. Henry Watterson, Registered Surveyor No. 398, made in November 1968 and recorded in Plat book 3, Page 20-A (Slide 11-B), Clerk's Office, Schley County Superior Court and which by reference said plat is incorporated herein for a more detailed and **accurate description**.

Said property is subject to all easements, rights of way and restrictions on record.

Tracts 2, 3, & 4 Tax Card Parcel – Page 1 SCHLEY – E0160010001



Summary

Parcel Number E0160010001
 Location Address 603 BROAD STREET SOUTH
 Legal Description ELLAVILLE PLANT - 24.68 ACRES
 (Note: Not to be used on legal documents)
 Class A4-Agricultural
 (Note: This is for tax purposes only. Not to be used for zoning.)
 Tax District ELLAVILLE (District 02)
 Millage Rate 34.811
 Acres 24.68
 Homestead Exemption No (50)
 Landlot/District N/A

[View Map](#)



Owner

[WELLS GRAIN & PEANUT COMPANY](#)
 PO BOX 456
 ELLAVILLE, GA 31806

Land

Type	Description	Calculation Method	Square Footage	Frontage	Depth	Acres	Lots
Agricultural	Industrial County	Acres	1,075,061	0	0	24.68	0

Commercial Improvement Information

Description Warehouse-Storage-S-AVG
 Value \$436,931
 Actual Year Built 1960
 Effective Year Built
 Square Feet 126720
 Wall Height 16
 Wall Frames Steel
 Exterior Wall Galvanized Metal
 Roof Cover Galvanized Metal
 Interior Walls Unfinished
 Floor Construction Reinforced Concrete
 Floor Finish Concrete
 Ceiling Finish 10% Acoustical Tile
 90% No Ceiling
 33% Panel
 Lighting Standard F.F.
 Heating 10% Cent. Htg. & A.C.
 90% No Heat
 Number of Buildings 1

Accessory Information

Description	Year Built	Dimensions/Units	Identical Units	Value
PAVING-ASPHALT	2008	0x0 / 0	0	\$50,000
FENCE-CHAIN (6'3-BW)	1989	6x1700 / 0	0	\$40,800
Shed	1989	20x50 / 0	0	\$3,000
Shed	1989	20x24 / 0	0	\$1,152
PAVING-CONCRETE	1989	0x0 / 0	0	\$15,250
PAVING-ASPHALT	1979	0x0 / 0	0	\$28,800

Sales

Sale Date	Deed Book / Page	Plat Book / Page	Sale Price	Reason	Grantor	Grantee
7/1/2011	190 158	7 22	\$450,000	Fair Market Value	COOPER LIGHTING, INC	WELLS GRAIN & PEANUT COMPANY
1/19/2005	122 342	7 22	\$1,400,000	QUIT-CLAIM DEED	COOPER INDUSTRIES, INC	COOPER LIGHTING, INC
6/5/1996			\$1	Fair Market Value		CHAMPION HOME BLDG
7/10/1995	FFF 579		\$275,000	NOT FMV		COOPER INDUSTRIES
7/6/1995	FFF 567		\$285,000	NOT FMV		SCHLEY CO. IND. CORP

Tracts 2, 3 & 4
Tax Card Parcel – Page 2
SCHLEY – E0160010001

Valuation

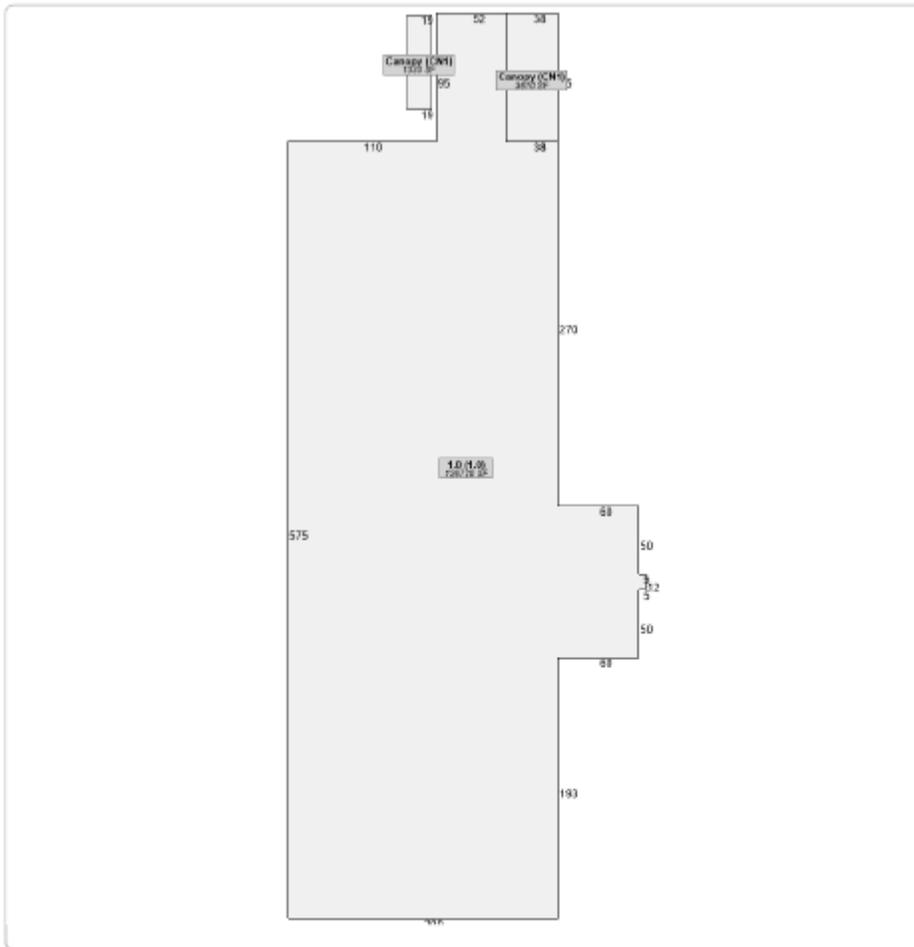
	2020	2019	2018	2017
Previous Value	\$705,201	\$705,201	\$796,186	\$796,186
Land Value	\$129,268	\$129,268	\$129,268	\$129,268
+ Improvement Value	\$436,931	\$436,931	\$436,931	\$527,916
+ Accessory Value	\$139,002	\$139,002	\$139,002	\$139,002
= Current Value	\$705,201	\$705,201	\$705,201	\$796,186

Photos



Sketches

Tracts 2, 3, & 4
Tax Card Parcel – Page 2
SCHLEY – E0160010001



No data available for the following modules: Rural Land, Conservation Use Rural Land, Residential Improvement Information, Mobile Homes, Prebill Mobile Homes, Permits.

The Schley 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.

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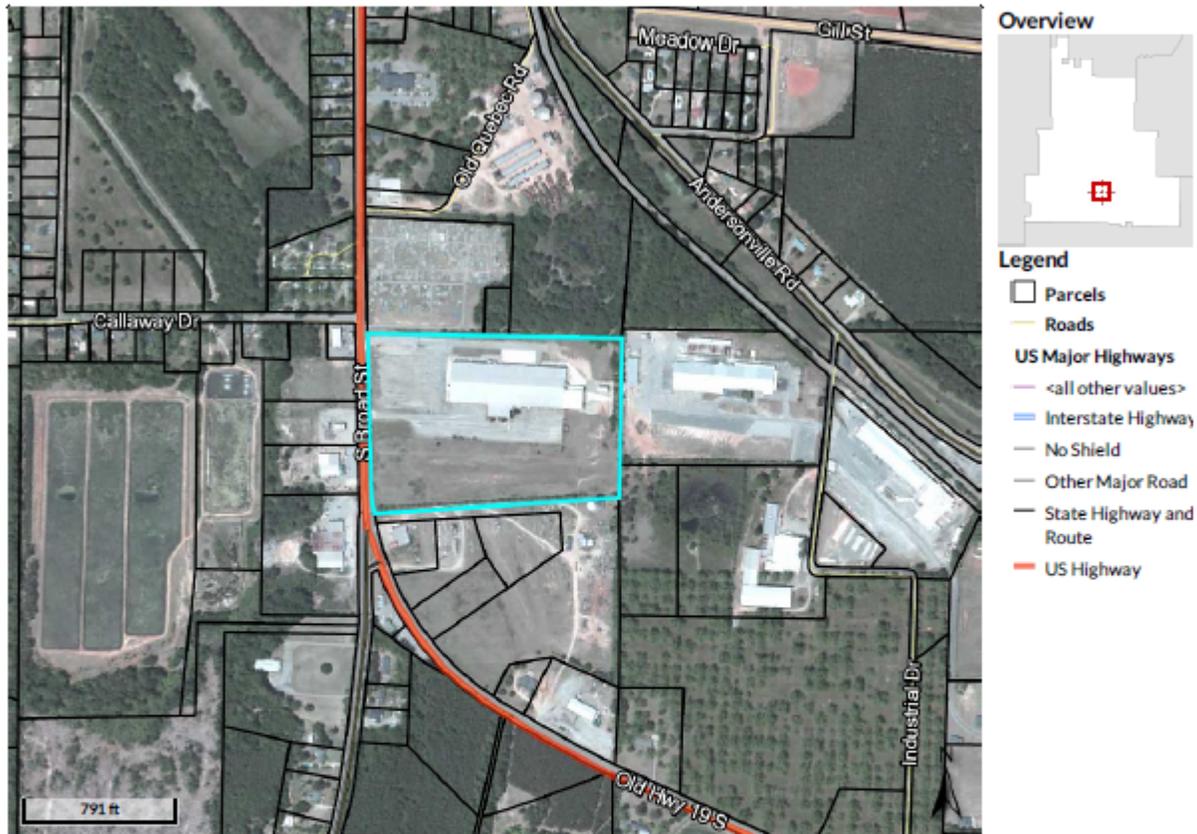
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 Schneider
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Version 2.3.103

Tracts 2, 3, & 4
Tax Map Parcel
SCHLEY – E0160010001

 **qPublic.net™** Schley County, GA



Parcel ID	E0160010001	Owner	WELLS GRAIN & PEANUT COMPANY	Last 2 Sales			
Class Code	Agricultural		PO BOX 456	Date	Price	Reason	Qual
Taxing District	ELLAVILLE		ELLAVILLE, GA 31806	7/1/2011	\$450000	FM	Q
Acres	24.68	Physical Address	603 BROAD STREET SOUTH	1/19/2005	\$1400000	QC	U
		Assessed Value	Value \$705201				

(Note: Not to be used on legal documents)

Date created: 1/25/2021
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Developed by  **Schneider**
GEOSPATIAL

Tracts 2, 3, & 4 Property Tax Bill SCHLEY – E0160010001

2020 Property Tax Statement

Pam Register
Schley County Tax Comm
P.O. Box 326
Ellaville, GA 31806

WELLS GRAIN & PEANUT COM
P.O. BOX 456
ellaville, GA 31806

Bill No.	Due Date	Current Due	Prior Payment	Back Taxes	*Total Due*
2020-3109	12/20/2020	\$0.00	\$431.89	\$0.00	Paid 12/16/2020

Map: 0E015-00002-004-000
Location:
Account No: 777250 010

The gradual reduction and elimination of the STATE MILLAGE RATE is the result of property tax relief passed by the Governor, the Georgia State Senate, and the House of Representatives.

RETURN THIS PORTION WITH PAYMENT
(Interest will be added per month if not paid by due date)

<p>Pam Register Schley County Tax Comm P.O. Box 326 Ellaville, GA 31806</p>		<p>Tax Payer: WELLS GRAIN & PEANUT COM Map Code: 0E015-00002-004-000 Real Description: Location: Bill No: 2020-3109</p>							
Building Value	Land Value	Acres	Fair Market Value	Due Date	Billing Date	Payment Good through	Exemptions		
0.00	0.00	5.4800	\$31,348.00	12/20/2020	09/28/2020				
Entity	Adjusted FMV	Net Assessment	Exemptions	Taxable Value	Millage Rate	Gross Tax	Credit	Net Tax	
CITY TAX		\$0	\$12,539	\$0	\$12,539	0.003307	\$112.73	-\$71.26	\$41.47
COUNTY		\$0	\$12,539	\$0	\$12,539	0.012249	\$173.30	-\$19.71	\$153.59
SCH BOND		\$0	\$12,539	\$0	\$12,539	0.002289	\$28.70	\$0.00	\$28.70
SCHOOL		\$0	\$12,539	\$0	\$12,539	0.016599	\$208.13	\$0.00	\$208.13
TOTALS						0.034444	\$522.86	-\$90.97	\$431.89
<p>Certain persons are eligible for certain homestead exemptions from ad valorem taxation. In addition to the regular homestead authorized for all homeowners, certain elderly persons are entitled to additional homestead 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 the 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 the office of the County Tax Office at COURTHOUSE SQUARE and/or 229-937-2689. If you feel that your property has been assigned too high of a value for tax purposes by the Board of Tax Assessors, you should file a tax return reducing the value no later than April 1st in order to have an opportunity to have this value lowered for next year's taxes. Information on filing a return can be obtained from the County Tax Office at COURTHOUSE SQUARE and/or 229-937-2689.</p>								<p>Current Due \$431.89 Discount \$0.00 Penalty \$0.00 Interest \$0.00 Other Fees \$0.00 Previous Payments \$431.89 Back Taxes \$0.00</p>	
								Total Due	\$0.00
								Paid Date	12/16/2020
<p>LOCAL OPTION SALES TAX CREDIT: The General Assembly reenacted the Local Option Sales Tax Act and another part of your bill shows the dollar amount of reduction of local property taxes which you have received. The law now requires the following additional information to be provided to each taxpayer:</p>									
<p>LOCAL TAX LEVY: * Mill rate required to produce local budget: 21.525 * Reduction in mill rate due to rollback to taxpayers of sales tax proceeds this previous year: 5.943 * Actual mill rate set by local officials: 15.582</p>									

Tracts 2, 3, & 4 Legal Description

Property Address: 603 Broad Street South

That certain tract or parcel of land situate, lying and being in Land Lot 132 in the 30th Land District of Schley County, Georgia, in the City of Ellaville, containing 24.68 acres, exclusive of the 60-foot road right of way easement running across the north side of said parcel from east to west, and being particularly described as follows: START at the northeast corner of Land Lot 132 and from said point run thence South $01^{\circ} 07'$ West 60 feet to an iron pin set on the south right of way of said easement; from said point, run thence South $00^{\circ} 13' 16''$ West 785.90 feet to an iron pin; thence run South $85^{\circ} 54' 52''$ West 1,247.71 feet to an iron pin on the east right of way of U.S. Highway 19; thence North $04^{\circ} 58' 54''$ West 198.42 feet to a point; thence continue along said right of way North $01^{\circ} 59' 59''$ West 707.20 feet to an iron pin set on the south right of way of the above referenced 60 foot road easement; thence continue along the right of way of U.S. Highway 19 North $01^{\circ} 59' 59''$ West 60 feet to the north right of way of said 60-foot right of way easement; thence run South $88^{\circ} 41' 15''$ East 1,293.08 feet to the northeast corner of Land Lot 132 and the Point of Beginning, all as shown according to plat of survey entitled "Survey for COOPER LIGHTING", prepared by James R. Littlefield, Land Surveyor, Georgia Register No. 1304, dated February 3, 1995, a copy of which appears of record in Plat Book 7, Page 22, records of the Clerk of the Superior Court of Schley County, Georgia, which plat is by reference made a part of this description.

This conveyance is made subject to the 60-foot right of way across the north side of the described property, extending from U. S. Highway 19 east right of way to the east property line of said property; ALSO subject to a sanitary sewer line which runs from the north line of the referenced property to the east line of the referenced property **as shown** according to survey; ALSO subject to the power line **easement** as shown on the referenced survey across the southeast corner of said property and across the northeast corner of said property.

Said property is subject to all easements, rights of way and restrictions on **record and is known as** 603 Broad Street South according to the current system of numbering of said City.

Norfolk Southern Railroad Lease – Page 1



Norfolk Southern Corporation
Real Estate
1200 Peachtree Street, NE
12th Floor
Atlanta, Georgia 30309-3579

L. B. Haskins
Sr. Property Services Agent
My Direct Line is:
Phone: (404) 962-5831
Fax: (404) 653-3448
E-Mail: linda.haskins@nscorp.com

August 11, 2015
Activity Number: 1205592

UPS Ground

Mr. Gary Cromer
Wells Grain and Peanut Company
385 S. Broad Street
Ellaville, Georgia 31806

Re: **Ellaville, Schley County, Georgia** – Lease dated August 11, 2015 between CENTRAL OF GEORGIA RAILROAD COMPANY and WELLS GRAIN AND PEANUT COMPANY covering driveway and storage in conjunction with grain and peanut business of Tenant; \$360.00 annual rental.

Dear Mr. Cromer:

Enclosed is one fully executed original of the above referenced agreement for your file.

This is also to acknowledge receipt of your Check No. 6475 dated August 10, 2015, in the amount of \$860.00 for the \$360.00 annual rental and \$500.00 application fee.

Thank you for your cooperation and if I may be of further assistance, please contact me at the telephone number shown above.

Sincerely,

Linda Haskins

LBH August 11, 2015 1205592 – WorkSite 1320025v1

Operating Subsidiary Norfolk Southern Railway Company

Norfolk Southern Railroad Lease – Page 2

LEASE AGREEMENT

THIS LEASE is made as of the 14th day of August, 2015 by and between **CENTRAL OF GEORGIA RAILROAD COMPANY**, a Georgia corporation (the "Landlord") and **WELLS GRAIN AND PEANUT COMPANY**, a Georgia corporation (the "Tenant").

1. Premises; Use. For and in consideration of the agreements set forth herein, to be paid, kept and performed by Tenant, Landlord hereby leases and rents to Tenant, insofar as its right, title and interest in the Premises enables it to do so, that certain real property located at Milepost S-275.00 in **Ellaville, Schley County, Georgia**, having an area of 8600.00 square feet, more or less, the location and dimensions of which are substantially shown on print of Drawing No. 1205592 dated June 25, 2015, hereunto annexed as Exhibit "A" attached hereto (the "Land"), together with all improvements thereon (the "Improvements"). The Land and the Improvements are collectively referred to herein as the "Premises". This Lease is subject to all encumbrances, easements, conditions, covenants and restrictions, whether or not of record.

The Premises shall be used for a driveway and storage to be used in conjunction with grain and peanut business of Tenant and no other purpose. The Premises shall not be used for any illegal purposes, for the storage of unlicensed vehicles, nor in any manner to create any nuisance or trespass. No smoking is permitted in or about the Premises. Landlord reserves unto itself and its permittees, the permanent right to construct, maintain or replace upon, under, or over the Premises, any pipe, electrical, telecommunications, and signal lines, or any other facilities of like character now installed or hereinafter to be installed. Landlord further reserves unto itself and its permittees the right to enter upon the Premises at any and all times for the purposes of operating, maintaining, constructing or relocating any trackage or railroad facilities located on, or in the vicinity of, the Premises.

The terms and conditions of the Rider, if any, attached hereto as Exhibit "B" are incorporated herein by this reference. In the event of an inconsistency between the terms hereof and the terms of the Rider, the terms of the Rider shall prevail.

2. Term. To have and to hold for a term beginning on **August 1, 2015**, and continuing thereafter on a periodic basis. In addition to any termination rights that the parties may have hereunder, either party may terminate this Lease for any reason by giving the other party not less than thirty (30) days' notice of such termination. Any such termination pursuant to the preceding sentence shall not relieve Tenant from satisfying and performing all of its obligations hereunder (including, but not limited to, the payment of rental) through the date of such termination and shall not relieve either party from performing any obligation that, pursuant to the terms of the Lease, survives the termination of the Lease.

3. Base Rental. Commencing on the **August 1, 2015** (the "Rental Commencement Date") and thereafter on each anniversary thereof during the term of this Lease, Tenant shall pay to Landlord, without offset, abatement or demand, initial base rental of **THREE HUNDRED AND SIXTY DOLLARS (\$360.00)**. The amount of the base rental shall be increased (and not decreased) on an annual basis by the percentage of increase, if any, in the United States, Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U)(1982-1984 = 100) U.S. City Average, All Items (the "Index") as set forth below. If the Index has changed so that the base year differs from that used in this Paragraph, the Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics, to the 1982-84 base. If the Index is discontinued or revised during the term of this Lease, such other government index or computation with which it is

Norfolk Southern Railroad Lease – Page 3

replaced shall be used in order to obtain substantially the same result as would be obtained if the Index had not been discontinued or revised.

The “**Adjustment Date**” shall mean the first anniversary of the Rental Commencement Date and each anniversary thereof during the term of this Lease. The Index published nearest to the Rental Commencement Date shall be the “**Base Index**”. The Index published nearest to the date three (3) months prior to the then current Adjustment Date shall be the “**Adjustment Index**”. On each Adjustment Date, the base rental shall be adjusted by multiplying the base rental payable under this Lease at the Rental Commencement Date by a fraction, the numerator of which fraction is the applicable Adjustment Index and the denominator of which fraction is the Base Index. The amount so determined shall be the base rental payable under the Lease beginning on the applicable Adjustment Date and until the next Adjustment Date (if any).

Base rental shall be due in advance. Except in the event of default, base rental for any partial rental periods shall be prorated. The acceptance by Landlord of base rental shall not constitute a waiver of any of Landlord's rights or remedies under this Lease. All payments of base rental, and any additional rental payable hereunder, shall be sent to the Treasurer of Landlord at P.O. Box 116944, Atlanta, Georgia 30368-6944, or such other address as Landlord may designate in any invoice delivered to Tenant. Prior to or simultaneously with Tenant's execution of this Lease, Tenant has paid to Landlord (a) a non-refundable, application fee in the amount of \$500.00, and (b) the first installment of base rental due hereunder. In the event Tenant fails to pay base rental or any other payment called for under this Lease on or before the due date, Tenant shall pay a late charge equal to five percent (5%) of the unpaid amount. In addition, any sum not paid within thirty (30) days of its due date shall accrue interest thereafter until paid at the rate per annum equal to the lesser of (a) the highest interest rate permitted by applicable law; or (b) eighteen percent (18%).

4. Utilities. Landlord shall have no obligation to provide light, water, heat, air conditioning or any other utilities or services to the Premises. Tenant shall place any and all utility and service related bills in its name and shall timely pay the same, along with all assessments or other governmental fees or charges pertaining to the Premises, including without limitation those related to stormwater. If Tenant does not pay same, Landlord may (but shall not be obligated to) pay the same, including any and all late fees and penalties, and such payment shall be added to and treated as additional rental of the Premises.

5. Maintenance and Repairs. Tenant, at its sole cost, shall keep and maintain all of the Premises (including, but not limited to, all structural and non-structural components thereof and all systems) in good order and repair (including replacements) and shall keep the Premises free of pests and rodents. Tenant hereby waives (a) any rights at law or in equity to require Landlord to perform any repair, replacement or maintenance to the Premises, and (b) any right to abate rental or terminate this Lease due to the failure by Landlord to perform any repairs, replacements or maintenance. Tenant shall not create any lien, charge or encumbrance upon the Premises, and Tenant shall promptly remove or bond over any such lien, charge or encumbrance.

6. Modifications and Alterations to the Premises. Tenant shall make no modifications, alterations or improvements to the Premises without the prior written consent of Landlord, which consent may be withheld in Landlord's sole and absolute discretion. Any modifications or alterations consented to by Landlord shall be completed in a good, workmanlike and lien-free manner, in accordance with all applicable laws, codes, regulations and ordinances and by contractors approved by Landlord. Tenant may remove any moveable equipment or trade fixtures owned by Tenant during the term of this Lease, provided that any damage caused by such removal shall be repaired by Tenant in a manner acceptable to Landlord.

Norfolk Southern Railroad Lease – Page 4

7. Return of Premises. At the expiration or prior termination of this Lease, Tenant shall remove all of its moveable equipment and trade fixtures and repair any or all alterations made to the Premises. Upon Landlord's request, Tenant shall promptly and with due care remove any or all of the improvements located on the Premises. Tenant shall immediately repair, in a manner acceptable to Landlord, any damage arising out of any such removal or repair. Tenant shall also return the Premises, including the subsurface, in as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant, normal wear and tear excepted, and free from holes, obstructions, debris, wastes, or contamination of any kind. Tenant agrees that any improvements not removed from the Premises that are owned by Tenant may be deemed the property of Landlord at Landlord's option. Failure to comply with this Paragraph 7 will constitute holding over by Tenant.

If Tenant fails to restore the Premises, including removal of the improvements, as provided herein prior to the date Tenant is required to vacate the Premises or as otherwise requested by Landlord, then Landlord may, at Landlord's option, but at the sole cost and expense of Tenant, remove or arrange to remove all such property, improvements, obstructions, debris, waste, and contamination, and restore or arrange to restore both the surface and the subsurface of the Premises to as good order and condition as said Premises may have been prior to the use and occupation thereof by Tenant. Promptly upon bill rendered by Landlord, Tenant shall pay to Landlord the total cost of such removal and restoration, including, but not limited to, the cost of cleaning up and removing any contaminated soil or water.

8. Destruction of or Damage to Premises. If all or substantially all of the Premises are destroyed by storm, fire, lightning, earthquake or other casualty, this Lease shall terminate as of the date of such destruction, and rental shall be accounted for as between Landlord and Tenant as of that date. In the event of such termination, rental shall be prorated and paid up to the date of such casualty. In no event shall Tenant have any right to terminate this Lease if the casualty in question was caused or contributed to by Tenant, its agents, employees, contractors or invitees.

9. Indemnity. Except for damage caused solely by Landlord's negligence, Tenant agrees to indemnify, defend and save harmless Landlord, Landlord's parent companies, subsidiaries, affiliates, lessors, licensors, and subsidiaries of parent companies (collectively the "Landlord Related Entities") and Landlord's and Landlord's Related Entities' officers, directors, members, shareholders, lenders, agents and employees (collectively the "Landlord Entities") against all claims (including but not limited to claims for bodily injury, death or property damage), economic losses, liabilities, costs, injuries, damages, actions, mechanic's liens, losses and expenses (including but not limited to reasonable attorney's fees and costs) to whomsoever, including, but not limited to, Tenant's agents, workmen, servants or employees, or whatsoever occurring (collectively, "Claims") arising out of or relating to Tenant's use or occupancy of the Premises. To the fullest extent permitted by applicable laws, Tenant hereby waives and releases the Landlord Entities from any Claims (including but not limited to Claims relating to interruptions in services) arising out of or relating in any way to the Tenant's use or occupancy of the Premises.

10. Governmental Orders. Tenant agrees, at its own expense, to comply with all laws, orders, regulations, ordinances or restrictions applicable by reason of Tenant's use or occupancy of the Premises or operation of its business.

11. Condemnation. If the Premises or such portion thereof as will make the Premises unusable for the purpose herein leased shall be condemned by any legally constituted authority for any public use or purpose, or sold under threat of condemnation, then this Lease shall terminate as of the date of such condemnation or sale, and rental shall be accounted for between Landlord and Tenant as of such date. All condemnation awards shall belong to Landlord; provided, however, and to the extent permitted

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under applicable law, Tenant shall be entitled to file a separate claim against the condemning authority for loss of its personal property and moving expenses so long as the filing of such claim does not affect or reduce Landlord's claim as to such awards or proceeds.

12. **Assignment.** Tenant may not assign this Lease or any interest thereunder or sublet the Premises in whole or in part or allow all or a portion of the Premises to be used by a third party without the prior written consent of Landlord. If Tenant is a corporation, partnership, limited liability company or other entity, the transfer of more than fifty percent (50%) of the ownership interests of Tenant or the transfer of a lesser percentage which results in a transfer of control of Tenant (WHICH INCLUDES, WITHOUT LIMITATION, TRANSACTIONS IN WHICH TENANT SELLS ITS BUSINESS, SELLS ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF ITS BUSINESS OR MERGES OR CONSOLIDATES WITH ANOTHER ENTITY), whether in one transaction or a series of related transactions, shall constitute an assignment for purposes of this Lease. All requests for an assignment or sublease shall be accompanied by a copy of the proposed assignment or sublease agreement and an administrative fee in the amount of \$750.00. Any assignee shall become liable directly to Landlord for all obligations of Tenant hereunder. No such assignment or sublease nor any subsequent amendment of the Lease shall release Tenant or any guarantor of Tenant's obligations hereunder. If any such subtenant or assignee pays rental in excess of the rental due hereunder or if Tenant receives any other consideration on account of any such assignment or sublease, Tenant shall pay to Landlord, as additional rent, one-half of such excess rental or other consideration upon the receipt thereof. Any assignment or sublease made in violation of this Paragraph 12 shall be void and shall constitute a default hereunder.

13. **Environmental.** Tenant covenants that neither Tenant, nor any of its agents, employees, contractors or invitees shall cause or permit any aboveground or underground storage tanks or associated piping (collectively "Tanks") to be located on or under the Premises or any Hazardous Materials (as hereinafter defined) to be stored, handled, treated, released or brought upon or disposed of on the Premises. Tenant shall comply, at its own expense, with any and all applicable laws, ordinances, rules, regulations and requirements respecting solid waste, hazardous waste, air, water, pollution or otherwise relating to the environment or health and safety (collectively "Environmental Laws"). Tenant shall not under any circumstance dispose of trash, debris or wastes on the Premises and will not conduct any activities on the Premises which require a hazardous waste treatment, storage or disposal permit. As used herein, the term "Hazardous Materials" means asbestos, polychlorinated biphenyls, oil, gasoline or other petroleum based liquids, and any and all other materials or substances deemed hazardous or toxic or regulated by applicable laws, including but not limited to substances defined as hazardous under the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 *et seq.*, or the Resource Conservation and Recovery Act, as amended, 42 U.S.C. 6901 *et seq.* (or any state counterpart to the foregoing statutes) or determined to present the unreasonable risk of injury to health or the environment under the Toxic Substances Control Act, as amended, 15 U.S.C. 2601 *et seq.* Tenant shall indemnify, defend and hold the Landlord Entities harmless from and against any and all claims, judgments, damages, penalties, fines, costs (including without limitation, consultant's fees, experts' fees, attorney's fees, investigation and cleanup costs and courts costs), liabilities or losses resulting from (1) the storage, handling, treatment, release, disposal, presence or use of Hazardous Materials in, on or about the Premises from and after the date of this Lease or (2) the violation by Tenant of any provision of any Environmental Laws. Without limiting the generality of the foregoing indemnity, in the event Landlord has reason to believe that the covenants set forth in this Paragraph 13 have been violated by Tenant, Landlord shall be entitled, at Tenant's sole expense, to take such actions as Landlord deems necessary in order to assess, contain, delineate and/or remediate any condition created by such violation. Any sums expended by Landlord shall be reimbursed by Tenant, as additional rental, within thirty (30) days after demand therefor by Landlord. Landlord has the right to enter the Premises at all reasonable times for purposes of inspecting the Premises in order to evaluate Tenant's compliance with the covenants of this

Norfolk Southern Railroad Lease – Page 6

Paragraph 13. In the event Tenant delivers or receives any notices or materials from any governmental or quasi-governmental entity and such notices or materials relate to Tanks or Hazardous Materials in, on or about the Premises, Tenant shall immediately send to Landlord a copy of such notices or materials. Tenant shall also provide Landlord with a detailed report relating to any release of a Hazardous Material in, on or about the Premises whenever such release is required to be reported to governmental authorities pursuant to the Environmental Laws. Upon the expiration or earlier termination of this Lease, Landlord shall have the right to cause to be performed such environmental studies of the Premises by an environmental consultant as are necessary to determine whether any Hazardous Materials have been stored, handled, treated, released, brought upon or disposed of on the Premises during the term of this Lease in violation of the terms hereof. If any such study reveals any violation of this Lease, Tenant shall promptly reimburse Landlord for the costs of such studies and Tenant shall immediately undertake a further investigation, if necessary, and remediation of such contamination. Landlord may undertake such investigation and remediation if Tenant fails to do so within a reasonable time frame, in which case Tenant shall promptly reimburse Landlord for the cost of same within thirty (30) days after demand therefore by Landlord. The obligations of this Paragraph 13 shall survive the expiration or earlier termination of this Lease.

14. Default; Remedies. In the event (i) any payment of rental or other sum due hereunder is not paid within ten (10) days after the due date thereof; (ii) the Premises shall be deserted or vacated; (iii) Tenant shall fail to comply with any term, provision, condition or covenant of this Lease, other than an obligation requiring the payment of rental or other sums hereunder, and shall not cure such failure within twenty (20) days after notice to the Tenant of such failure to comply; (iv) Tenant shall attempt to violate or violate Paragraph 12 above; or (v) Tenant or any guarantor shall file a petition under any applicable federal or state bankruptcy or insolvency law or have any involuntary petition filed thereunder against it, then Landlord, in addition to any remedy available at law or in equity, shall have the option to do any one or more of the following:

(a) Terminate this Lease, in which event Tenant shall immediately surrender the Premises to Landlord. Tenant agrees to indemnify the Landlord Entities for all loss, damage and expense which Landlord may suffer by reason of such termination.

(b) Without terminating this Lease, terminate Tenant's right of possession, whereupon rental shall continue to accrue and be owed by Tenant hereunder. Thereafter, at Landlord's option, Landlord may enter upon and relet all or a portion of the Premises (or relet the Premises together with any additional space) for a term longer or shorter than the remaining term hereunder and otherwise on terms satisfactory to Landlord. Tenant shall be liable to Landlord for the deficiency, if any, between Tenant's rental hereunder and all net sums received by Landlord on account of such reletting (after deducting all costs incurred by Landlord in connection with any such reletting, including without limitation, tenant improvement costs, brokerage commissions and attorney's fees).

(c) Pursue a dispossession, eviction or other similar action against Tenant, in which event Tenant shall remain liable for all amounts owed hereunder, including amounts accruing hereunder from and after the date that a writ of possession is issued.

(d) Perform any unperformed obligation of Tenant, including, but not limited to, cleaning up any trash, debris or property remaining in or about the Premises upon the expiration or earlier termination of this Lease. Any sums expended by Landlord shall be repaid by Tenant, as additional rent, within ten (10) days after demand therefor by Landlord.

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Pursuit of any of the foregoing remedies shall not preclude pursuit of any other remedies available at law or in equity. Tenant agrees to pay all costs and expenses, including, but not limited to, reasonable attorney's fees and consultant's fees, incurred by Landlord in connection with enforcing the performance of any of the provisions of this Lease, whether suit is actually filed or not. Acceptance of rental or any other sums paid by Tenant shall not constitute the waiver by Landlord of any of the terms of this Lease or any default by Tenant hereunder. Landlord shall not be required to mitigate damages, and the parties intend to waive any burden that applicable law may impose on Landlord to mitigate damages; provided, however, if applicable law nevertheless requires Landlord to mitigate damages then (i) Landlord shall have no obligation to treat preferentially the Premises compared to other premises Landlord has available for leasing; (ii) Landlord shall not be obligated to expend any efforts or any monies beyond those Landlord would expend in the ordinary course of leasing space; and (iii) in evaluating a prospective reletting of the Premises, the term, rental, use and the reputation, experience and financial standing of prospective tenants are factors which Landlord may properly consider.

15. Signs; Entry by Landlord. Landlord may place "For Lease" signs upon the Premises one hundred twenty (120) days before the termination of this Lease and may place "For Sale" signs upon the Premises at any time. Landlord may enter the Premises with prior notice to Tenant at reasonable hours during the term of this Lease (a) to show the same to prospective purchasers or tenants, (b) to make repairs to Landlord's adjoining property, if any, (c) to inspect the Premises in order to evaluate Tenant's compliance with the covenants set forth in this Lease, or (d) to perform activities otherwise permitted or contemplated hereby.

16. No Estate in Land. This Lease shall create the relationship of landlord and tenant between Landlord and Tenant; Tenant's interest is not assignable by Tenant except as provided in Paragraph 12, above.

17. Holding Over. If Tenant remains in possession of the Premises after expiration of the term hereof with Landlord's written consent, Tenant shall be a month-to-month tenant upon all the same terms and conditions as contained in this Lease, except that the base rental shall become two times the then current base rental, and there shall be no renewal of this Lease by operation of law. Such month-to-month tenancy shall be terminable upon thirty (30) days written notice by either party to the other. Tenant waives any right that it may have to additional notice pursuant to applicable law. If Tenant remains in possession of the Premises after the expiration of the term hereof without Landlord's written consent, Tenant shall be a tenant at sufferance subject to immediate eviction. In such event, in addition to paying Landlord any damages resulting from such holdover, Tenant shall pay base rental at the rate of three times the then current base rental. In such circumstance, acceptance of base rental by Landlord shall not constitute consent or agreement by Landlord to Tenant's holding over and shall not waive Landlord's right to evict Tenant immediately.

18. Notices. Any notice given pursuant to this Lease shall be in writing and sent by certified mail, return receipt requested, by hand delivery or by reputable overnight courier to:

(a) **Landlord:** c/o Director Real Estate, Norfolk Southern Corporation, 1200 Peachtree Street, NE – 12th Floor, Atlanta, Georgia 30309-3579, or at such other address as Landlord may designate in writing to Tenant.

(b) **Tenant:** 385 S. Broad Street, Ellaville, Georgia 31806, or at such other address as Tenant may designate in writing to Landlord.

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Any notice sent in the manner set forth above shall be deemed delivered three (3) days after said notice is deposited in the mail if sent by certified mail (return receipt requested), or upon receipt if sent by hand delivery or reputable overnight courier. Any change of notice address by either party shall be delivered to the other party by the manner of notice required hereby.

19. Track Clearance. Notwithstanding anything contained in this Lease, and irrespective of the sole, joint, or concurring negligence of Landlord, Tenant shall assume sole responsibility for and shall indemnify, save harmless and defend the Landlord Entities from and against all claims, actions or legal proceedings arising, in whole or in part, from the conduct of Tenant's operations, or the placement of Tenant's fixtures, equipment or other property, within twenty-five feet (25') of Landlord's tracks, if any, located on or adjacent to the Premises. In this connection it is specifically understood that knowledge on the part of Landlord of a violation of the foregoing clearance requirement, whether such knowledge is actual or implied, shall not constitute a waiver and shall not relieve Tenant of its obligations to indemnify the Landlord Entities for losses and claims resulting from any such violation.

20. Brokerage. Landlord and Tenant hereby covenant and agree to indemnify and hold the other harmless from and against any and all loss, liability, damage, claim, judgment, cost and expense (including without limitation attorney's fees and litigation costs) that may be incurred or suffered by the other because of any claim for any fee, commission or similar compensation with respect to this Lease, made by any broker, agent or finder claiming by, through or under the indemnifying party, whether or not such claim is valid.

21. Tenant's Insurance. Tenant shall procure and maintain, at all times and at its expense, in a form and with an insurance company acceptable to Landlord, Commercial General Liability Insurance for the Premises. Such coverage shall (a) have a single limit of not less than \$2,000,000.00 for each occurrence (or such greater amount over time so as to be commercially reasonable) and shall provide for a deductible of not more than \$5,000.00, (b) cover Tenant's contractual liability hereunder, (c) cover Tenant and Landlord for liability arising out of work performed by any third parties for Tenant in or about the Premises, (d) name the Landlord Entities as additional insureds, and (e) be considered primary and noncontributory, regardless of any insurance carried by Landlord. Any property insurance maintained by Tenant on its furniture, fixtures, equipment and personal property shall include a waiver of subrogation in favor of Landlord. Tenant shall deliver certificates of insurance evidencing the insurance required hereinabove to Landlord simultaneously with the execution of this Lease by Tenant, which certificates shall reflect that the policies shall not be canceled without at least thirty (30) days prior notice to Landlord. If Tenant fails to obtain the necessary coverages, Landlord may do so at Tenant's expense and the same shall constitute additional rental. All insurance certificates should be delivered to Landlord's Risk Management Department, Three Commercial Place, Norfolk, Virginia 23510, simultaneously with the execution of this Lease by Tenant. The minimum limits of insurance provided for hereunder are not intended to be a limitation on the liability of Tenant hereunder and shall not waive Landlord's right to seek a full recovery from Tenant.

22. Taxes. Tenant agrees to reimburse Landlord, as additional rental, for all real estate taxes and assessments (regular or special) pertaining to the Premises ("Taxes") paid by Landlord with respect to the Premises. Landlord may, but shall not be obligated to, invoice Tenant for the estimated Taxes for each calendar year (but no more frequently than monthly), which amount shall be adjusted each year based upon anticipated Taxes. If the Premises are part of a larger tract, the Taxes for which Tenant is responsible for reimbursing Landlord pursuant to the terms hereof shall be the share of such total Taxes that Landlord reasonably determines are applicable to the Premises, giving due consideration to the relative value of the Premises and the value of the land and improvements reflected in the applicable tax valuation. Upon request from Tenant, Landlord shall provide Tenant with copies of tax bills for the

Norfolk Southern Railroad Lease – Page 9

Taxes. If Landlord has been invoicing Tenant for Taxes and the tax bills indicate that the total of the payments made by Tenant exceeds the amount of Taxes applicable to the Premises, Landlord shall credit any such amount against the Tax reimbursement payment next coming due. In the event the accounting shows that the total of the Tax payments made by Tenant is less than the amount of Tax payment due from Tenant under this Paragraph, the accounting shall be accompanied by an invoice for the additional payment. During the year in which the Lease terminates, Landlord shall have the option to invoice Tenant for Taxes based upon the previous year's Taxes. If this Lease commences on a day other than the first day of a tax year or ends on a day other than the last day of a tax year, the amount of any Taxes payable by Tenant applicable to the year in which the term commences or ends shall be prorated. Tenant agrees to pay any sum due under this Paragraph within ten (10) days following receipt of the invoice showing the amount due.

23. Rent Increase Notice. In addition to the rights set forth in Article 14 above, but no sooner than one (1) year after the date of this Lease, Landlord shall have the right, from time to time, to send Tenant a rent increase notice in a form substantially similar to that attached hereto as Exhibit "C" and made a part hereof. If Tenant either agrees to such rent increase or elects to remain on the Premises beyond the stated termination date in the rent increase notice, then such increase shall take effect in the manner prescribed in Tenant's rent increase notice without the need for any further documentation.

24. Joint and Several. If Tenant comprises more than one person, corporation, partnership or other entity, the liability hereunder of all such persons, corporations, partnerships or other entities shall be joint and several.

25. No Warranties; Entire Agreement. TENANT ACCEPTS THE PREMISES "AS IS" WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF QUIET ENJOYMENT, THE IMPLIED WARRANTIES OF MERCHANTABILITY, HABITABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER IMPLIED WARRANTIES. LANDLORD SHALL NOT BE LIABLE FOR, AND TENANT HEREBY RELEASES LANDLORD FROM ALL CLAIMS FOR ECONOMIC LOSSES AND ALL OTHER DAMAGE OF ANY NATURE WHATSOEVER ACCRUING TO TENANT, INCLUDING, BUT NOT LIMITED TO THE VALUE OF ANY BUILDINGS, STRUCTURES OR IMPROVEMENTS OF TENANT UPON THE PREMISES, RESULTING FROM OR ARISING BY REASON OF ANY DEFICIENCY, INSUFFICIENCY OR FAILURE OF TITLE OF LANDLORD. THIS LEASE CONTAINS THE ENTIRE AGREEMENT OF THE PARTIES HERETO AS TO THE PREMISES, AND NO REPRESENTATIONS, INDUCEMENTS, PROMISES OR AGREEMENTS, ORAL OR OTHERWISE, BETWEEN THE PARTIES, NOT EMBODIED HEREIN, SHALL BE OF ANY FORCE OR EFFECT.

26. Survival. The provisions of Paragraphs 6, 7, 9, 13, 17, 20 and 22 shall survive the expiration or earlier termination of this Lease.

27. Miscellaneous. Knowledge on the part of Landlord or any employee, agent or representative of Landlord of any violation of any of the terms of this Lease by Tenant shall constitute neither negligence nor consent on the part of Landlord, and shall in no event relieve Tenant of any of the responsibilities and obligations assumed by Tenant in this Lease. All rights, powers and privileges conferred hereunder upon the parties hereto shall be cumulative but not restrictive to those given by law. No failure of Landlord to exercise any power given Landlord hereunder, or to insist upon strict compliance by Tenant with its obligations hereunder, and no custom or practice of the parties at variance with the terms hereof shall constitute a waiver of Landlord's right to demand exact compliance with the terms hereof. Subject to the terms of Paragraph 12 above, this Lease shall be binding upon and shall

Norfolk Southern Railroad Lease – Page 10

inure to the benefit of the respective successors and permitted assigns of Landlord and Tenant. If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those which or to which used may be held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of this Lease shall be valid and enforceable to the fullest extent permitted by law. Time is of the essence in this Lease. Neither party shall be bound hereunder until such time as both parties have signed this Lease. This Lease shall be governed by the laws of the State or Commonwealth in which the Premises are located.

Remainder of Page Left Intentionally Blank

Norfolk Southern Railroad Lease – Page 11

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, effective the day and year first above written.

Witness:

Linda Haskins
 Signature
 Name: Linda Haskins

Witness:

Loren Isom
 Signature
 Name: Loren Isom

Witness:

Ann Battle
 Signature
 Name: Ann Battle

Witness:

Richard Hargrove
 Signature
 Name: RICHARD HARGROVE

LANDLORD:

CENTRAL OF GEORGIA RAILROAD COMPANY
 a Georgia corporation

By: SB Fortwell
 Name: SB Fortwell
 Title: Real Estate Manager

Date of Landlord Signature: 8-11-15

[SEAL]

TENANT:

WELLS GRAIN AND PEANUT COMPANY
 a Georgia corporation

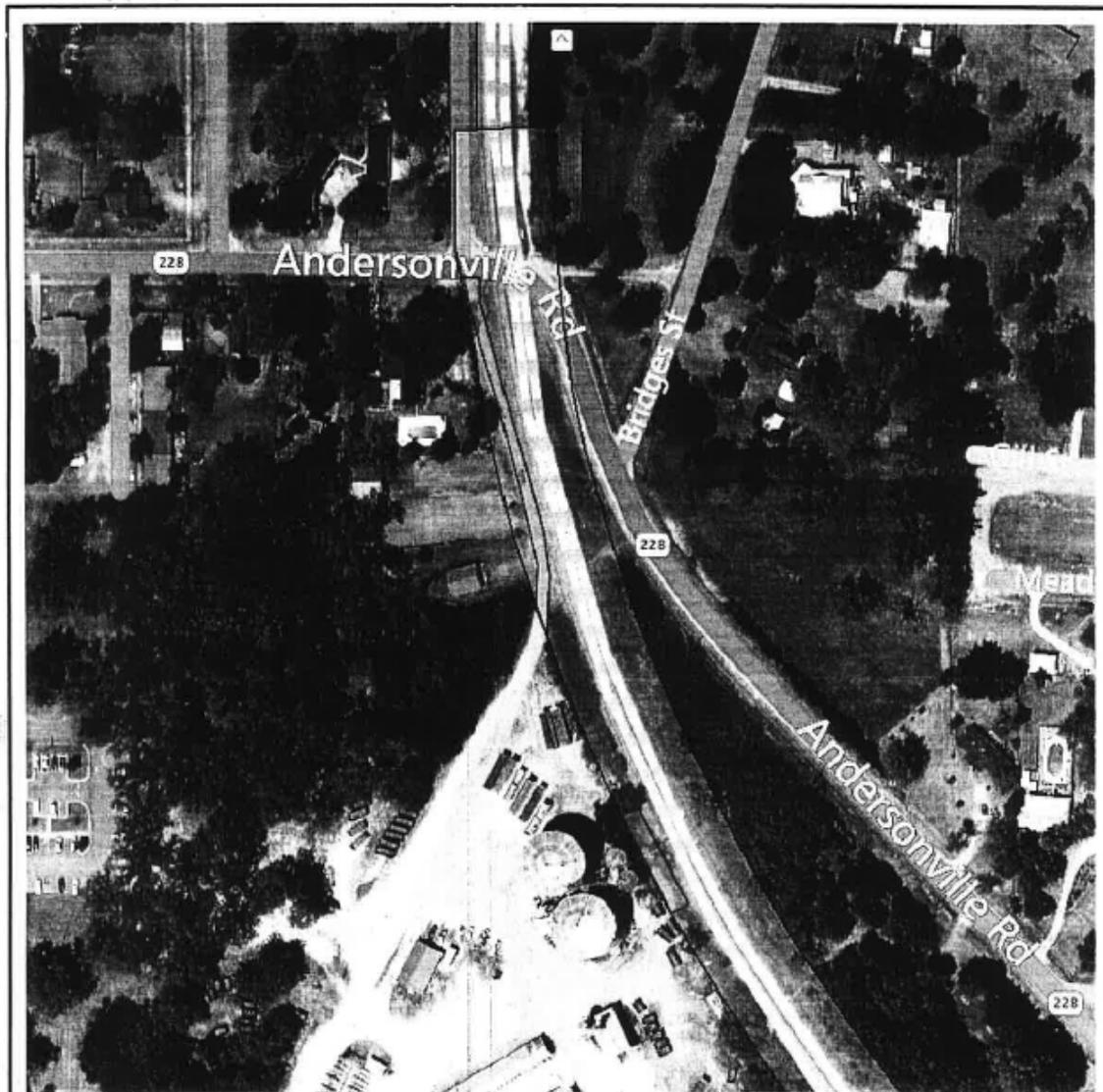
By: Gary S. Cromer
 Name: GARY S. CROMER
 Title: Pres. & CEO

Date of Tenant Signature: _____

[SEAL]

LBH July 22, 2015 1205592-WorkSite #1314641v1

Norfolk Southern Railroad Lease – Page 12



NORFOLK SOUTHERN RAILWAY COMPANY
Real Estate Department

Railroad:	Central of Georgia Railroad Company		
Location:	Ellaville, Schley County, GA		
Industry:	Wells Grain & Peanut Company		
Area:	+/- 8,600 sq. ft.		
Maps:	V-32 M- 13&14 P-3	Milepost:	S-275
Activity No:	1205592	Exhibit A	
Date:	June 25, 2015	Not To Scale	



Sewer Easement – Page 1

AFTER RECORDING, PLEASE
RETURN THIS DOCUMENT TO:
Gatewood, Skipper & Rambo, P.C.
410 West Lamar Street
Post Office Box 488
Americus, Georgia 31709
JMS/bml
File No. 8070/916K

STATE OF GEORGIA
COUNTY OF SCHLEY

SEWER EASEMENT

THIS INDENTURE, made this 24th day of July, 2014,
between **Wells Grain & Peanut Company** of Post Office Box 456, Ellaville, Georgia
31806 (hereinafter referred to as "Grantor") and **The City of Ellaville, a Georgia
municipal corporation**, of Post Office Box 839, Ellaville, Georgia 31806 (hereinafter
referred to as "Grantee").

WITNESSETH:

That the said Grantor, for and in consideration of the donation of a sewer
easement to the City of Ellaville, and for other valuable considerations, in hand paid, at
and before the sealing and delivery of these presents, the receipt of which is hereby
acknowledged, has granted, bargained, sold, and conveyed, and by these presents does

GATEWOOD
SKIPPER & RAMBO, P.C.
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
AMERICUS, GEORGIA 31709
Telephone: (229) 924-9316
Facsimile: (229) 924-6248

Sewer Easement – Page 2

grant, bargain, sell and convey unto the said Grantee, its successors and assigns, a perpetual easement and right-of-way for the purpose and uses hereinafter set forth, over, through, across and under that certain property owned by the said Grantor, said property being more particularly described as follows:

All that tract or parcel of land lying and being in land Lot 132 of the 30th Land District of Schley County, Georgia, more particularly described as follows:

Commencing at the southwest corner of the intersection of Callaway Drive and S. Broad St. - C.R. 153 (old U.S. Highway 19) run thence along the westerly right-of-way margin of S. Broad St. - C.R. 153 (old U.S. Highway 19) S 01°08'37" E a distance of 189.75 feet to an open top found; thence continuing along said right-of-way S 01°08'37" E a distance of 239.92 feet to an open top found; thence leaving said right-of-way N 88°51'23" E a distance of 60.1 feet, more or less, to a point on the eastern right-of-way of S. Broad St. - C.R. 153 (old U.S. Highway 19); thence along said right-of-way N 01°09'50" W a distance of 26.0 feet, more or less, to a point, being the point of beginning:

Thence continuing along said right-of-way N 01°09'50" W a distance of 20.0 feet, more or less, to a point; thence leaving said right-of-way N 88°51'23" E a distance of 16.13 feet, more or less, to a point on the west line of an existing 20' sanitary sewer easement; thence along said west line of sewer easement S 01°03'16" E a distance of 16.82 feet, more or less, to a point; thence continuing on said west line of sewer easements S 04°35'24" E a distance of 3.18 feet, more or less, to a point; thence S 88°51'23" W a distance of 16.3 feet to the point of beginning, said property contains 0.007 acres or 322 square feet, more or less.

The sewer easement herein described is accepted by the Grantee herein pursuant to Resolution approved by Grantee on July 17, 2014, and all of the terms and conditions of such Resolution authorizing acceptance of this easement are incorporated into and made a part of this instrument by specific reference thereto.

The easement and right-of-way hereby conveyed is for the sole purpose of locating, establishing, constructing, and maintaining over, through, across, and under the above described land a certain sewer line to be owned by Grantee, and Grantor hereby grants the right to excavate for, install, replace repair, maintain, use, and operate such property for a sewer line to be located underground, across and through said easement. Grantee shall also have the right to install and maintain manholes and manhole covers at such places as it may deem necessary along said easement.

GATEWOOD
SHEPPER & RAMBO, P.C.
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
MARIETTA, GEORGIA 31709
Telephone: (229) 924-9316
Facsimile: (229) 924-6248

Sewer Easement – Page 3

In connection therewith, Grantee shall have the perpetual right to enter upon said easement, as herein described, at any time that it deems necessary or expedient, to engage in such activities as are authorized by the terms hereof, as well as the further right to remove trees, shrubs, bushes, undergrowth and other obstructions interfering with the location, construction or maintenance of said sewer line.

Grantee shall have the further rights of ingress and egress in, over and upon the property of Grantor for the purpose of obtaining access to said easement and right-of-way, as well as the right to use any and all equipment and machinery upon said easement deemed necessary or expedient, in order to exercise the rights herein granted.

Grantor reserves the right to use the land hereinabove described upon which said easement is located for agricultural or any other purposes not inconsistent with the rights hereby granted, provided that such use shall not injure or interfere with the proper operation, maintenance, or repair of, or extensions or additions to, said sewer line; and provided further that no buildings or structures may be erected upon the land encompassed by said easement.

The easement herein granted shall bind the heirs and assigns of the undersigned and shall inure to the benefit of the successors in title of the Grantee.

Grantor does hereby covenant to Grantee that it is lawfully seized and possessed of the real property above described, that it has a good and lawful right to convey said real property, or any interest therein or part thereof, that said real property is free from all encumbrances, and that it will forever warrant and defend the title thereto against the lawful claims of all persons whomsoever.

GATEWOOD
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410 WEST LAMAR STREET
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Facsimile: (229) 924-6248

Sewer Easement – Page 4

As a part of the consideration for this grant, Grantor hereby releases and holds Grantee harmless from any and all claims for damages from whatever cause incidental to the exercise of the rights herein granted.

IN WITNESS WHEREOF, the undersigned has set its hand and affixed its seal, this the 24th day of July, 2014.

Signed, Sealed and Delivered
In the Presence of:

Wells Grain & Peanut Company, Grantor

Deborah P Smith
Unofficial Witness

By: Daryl Crowe, Pres./CEO

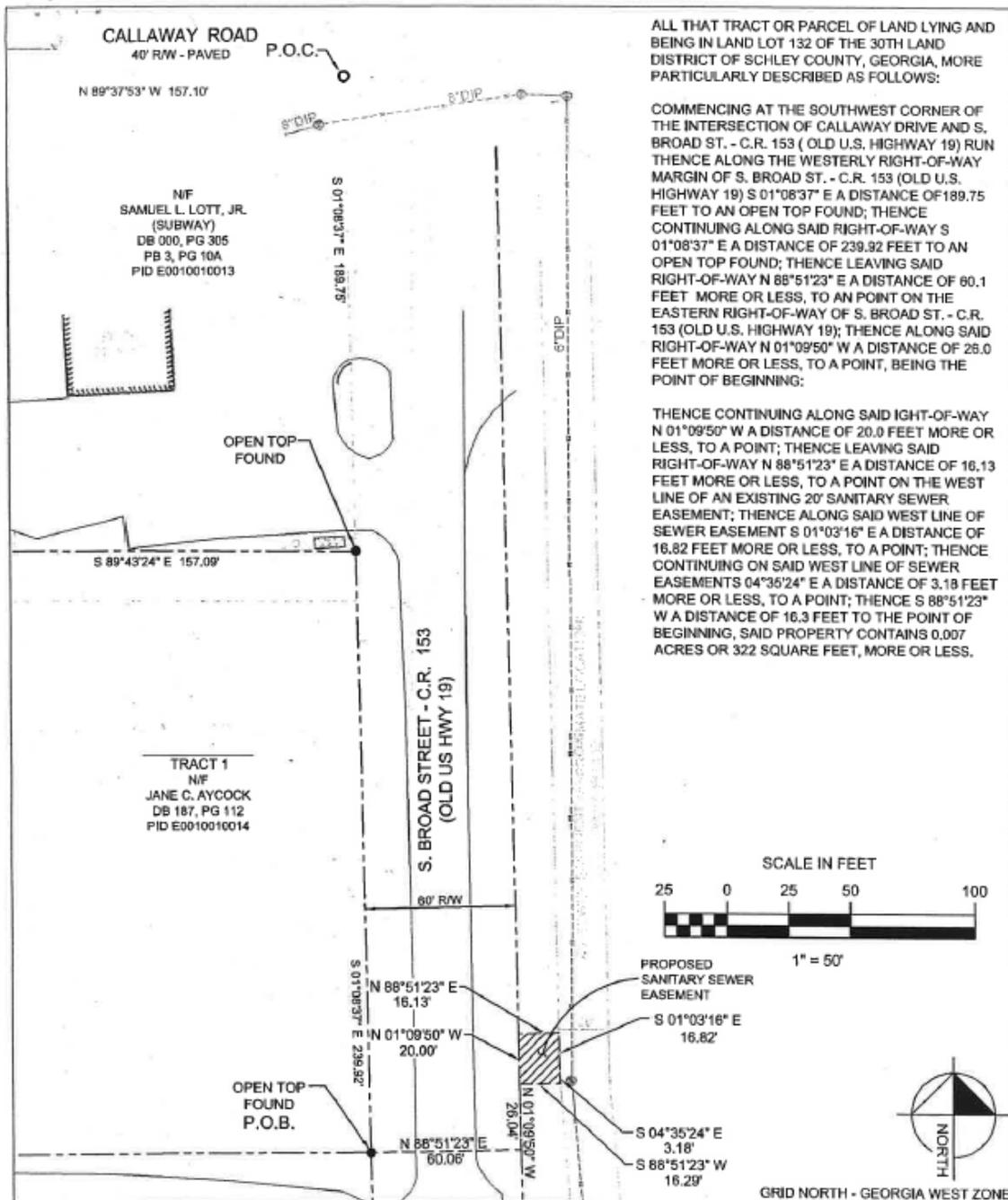
Wendy McGrother
Notary Public

Attest: Carlene Beckwith



GATEWOOD
SKIPPER & RAMBO, P.C.
ATTORNEYS AT LAW
410 WEST LAMAR STREET
POST OFFICE BOX 488
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Sewer Easement – Page 5



ALL THAT TRACT OR PARCEL OF LAND LYING AND BEING IN LAND LOT 132 OF THE 30TH LAND DISTRICT OF SCHLEY COUNTY, GEORGIA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE INTERSECTION OF CALLAWAY DRIVE AND S. BROAD ST. - C.R. 153 (OLD U.S. HIGHWAY 19) RUN THENCE ALONG THE WESTERLY RIGHT-OF-WAY MARGIN OF S. BROAD ST. - C.R. 153 (OLD U.S. HIGHWAY 19) S 01°08'37" E A DISTANCE OF 189.75 FEET TO AN OPEN TOP FOUND; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S 01°08'37" E A DISTANCE OF 239.92 FEET TO AN OPEN TOP FOUND; THENCE LEAVING SAID RIGHT-OF-WAY N 88°51'23" E A DISTANCE OF 60.1 FEET MORE OR LESS, TO AN POINT ON THE EASTERN RIGHT-OF-WAY OF S. BROAD ST. - C.R. 153 (OLD U.S. HIGHWAY 19); THENCE ALONG SAID RIGHT-OF-WAY N 01°09'50" W A DISTANCE OF 25.0 FEET MORE OR LESS, TO A POINT, BEING THE POINT OF BEGINNING:

THENCE CONTINUING ALONG SAID IGH-T-OF-WAY N 01°09'50" W A DISTANCE OF 20.0 FEET MORE OR LESS, TO A POINT; THENCE LEAVING SAID RIGHT-OF-WAY N 88°51'23" E A DISTANCE OF 16.13 FEET MORE OR LESS, TO A POINT ON THE WEST LINE OF AN EXISTING 20' SANITARY SEWER EASEMENT; THENCE ALONG SAID WEST LINE OF SEWER EASEMENT S 01°03'16" E A DISTANCE OF 16.82 FEET MORE OR LESS, TO A POINT; THENCE CONTINUING ON SAID WEST LINE OF SEWER EASEMENTS 04°35'24" E A DISTANCE OF 3.18 FEET MORE OR LESS, TO A POINT; THENCE S 88°51'23" W A DISTANCE OF 16.3 FEET TO THE POINT OF BEGINNING, SAID PROPERTY CONTAINS 0.007 ACRES OR 322 SQUARE FEET, MORE OR LESS.

 LICRAW ENGINEERING 4325 SPANNEY DAM ROAD, SUITE 500 SUWANEE, GA 30086 PHONE: 404.541.5100 FAX: 770.441.0286	PROJECT INFORMATION:	CLIENT:	DRAWN BY:	TITLE:
	LAND LOT 132 - 30TH DISTRICT	CPH, INC.	JWA	EASEMENT EXHIBIT
	CITY OF ELLAVILLE	JOB NUMBER: 091002	DESIGNED BY: N/A	DRAWING NUMBER: E-1
	SCHLEY COUNTY, GEORGIA	DATE: 9-23-2014 SCALE: 1" = 50'	CHECKED BY: JWA	

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