# Ranch Park Water System

# TABLE OF CONTENTS

	Pages
Financial Break Down	3
Important Facts	4
Legal Description	5-6
Plat	7-8
Yearly Tax Notice	9-11
EPD Report	12-34
Appraisal	35-116
Sample Contract	117-123
Terms and Conditions	124-126

	RANC	H PARK	
Active Water Taps			
91 Active Taps ( 2 wells)	Income per Tap	Monthly Income	Annual Income
	\$48	\$4,368	\$52,416.00
Late Fees Collected thus far for 2024			\$1,451.00
			\$53,867.00
<u>Expenses</u>		Monthly	Yearly
Insurance		\$60	\$720
Electrical		\$387.40	\$4,648.80
Lab fees		\$30	\$360
Billing		\$291.20	\$3,494
Chlorine (\$40/well)		\$80	\$960
Real Estate Taxes		\$32.60	\$391.14
		\$881.00	\$10,574.00
Net Operating Income		Monthly	Yearly
		\$3,487.00	\$43,293.00

# Estimated Income and Expenses



# **Important Facts**

_	
PROPERTY NAME:	RANCH PARK WATER SYSTEMS
PROPERTY ADDRESS:	N/A
PROPERTY COUNTY:	EMANUEL
IS THIS PROPERTY IN THE CITY LIMITS?	NO
PROPERTY TAX ID:	S30 012 AND S32 002
PROPERTY TYPE:	WELL SYSTEM
ACRES	NONE
NUMBER OF WELLS	2
NUMBER OF TAPS METERED	APPROXIMATELY 72 TAPS
WELL SIZE	6" WELLS
SIZE OF PUMP	5 HP PUMP AND 5 HP PUMP
AGE OF WELL PUMP	2024 AND 5-6 YEARS OLD
WATER LINE TYPE	GALVANIZED AND PVC- 2" MAINS
TANK CAPACITY	3,000/GALLON AND 3,000/GALLON
PUMP HOUSE/FENCING	CONCRETE PUMP HOUSES WITH METAL ROOF AND 6' CHAIN LINK FENCING
OVERALL CONDITION	UNKNOWN
WHAT TYPE OF DEED IS BEING CONVEYED	WARRANTY DEED

# RANCH PARK ESTATES SUBDIVISION

Parcel 2: All that tract or parcel of land lying, situate and being in the 53<sup>rd</sup> G.M. District of Emanuel County, Georgia, containing 0.535 of an acre, designated as a Perpetual Easement fronting a distance of 30.42 feet on the Eastern side of Hereford Road and a distance of 30.04 feet on the Western side of Hereford Circle as shown on plat of survey dated January 15, 2013, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book 20, page 106E, to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by Lot 1, Block F, Ranch Park Estates Subdivision being the lands of Ben Odom and by Lot 8, Block F, Ranch Park Estates Subdivision being the lands of Ronny Sweat as shown on the afore referenced plat of survey; East by Hereford Circle and by Lot 7, Block F, Ranch Park Estates Subdivision being the lands of Jimmy Wedincamp and Dianna C. Wedincamp as shown on the afore referenced plat of survey; South by Lot 7, Block F, Ranch Park Estates Subdivision being the lands of Jimmy Wedincamp and Dianna C. Wedincamp and Lot 2 Block F, Ranch Park Estates Subdivision being the lands of Patricia F. Jarvis and David Jarvis as shown on the afore referenced plat of survey; and West by Lot 2 Block F. Ranch Park Estates Subdivision being the lands of Patricia F. Jarvis and David Jarvis and by Hereford Road as shown on the afore referenced plat of survey.

ALSO: All wells, pipes, pumps, equipment, easements and other property used in connection with and known as part of the Ranch Park Water System.

The Well Site for Parcel 2 is located on Emanuel County Map and Parcel #S30-012 in the name of Jimmy Wedincamp and Dianna C. Wedincamp.

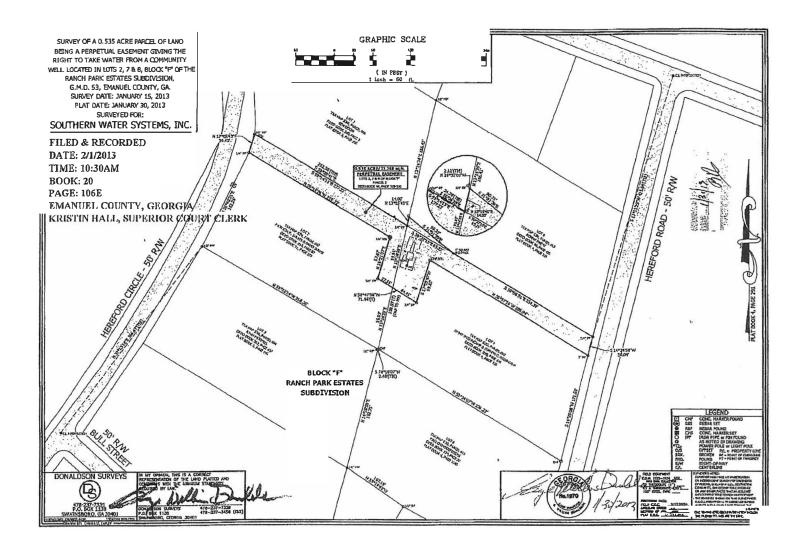
# RANCH PARK ESTATES SUBDIVISION

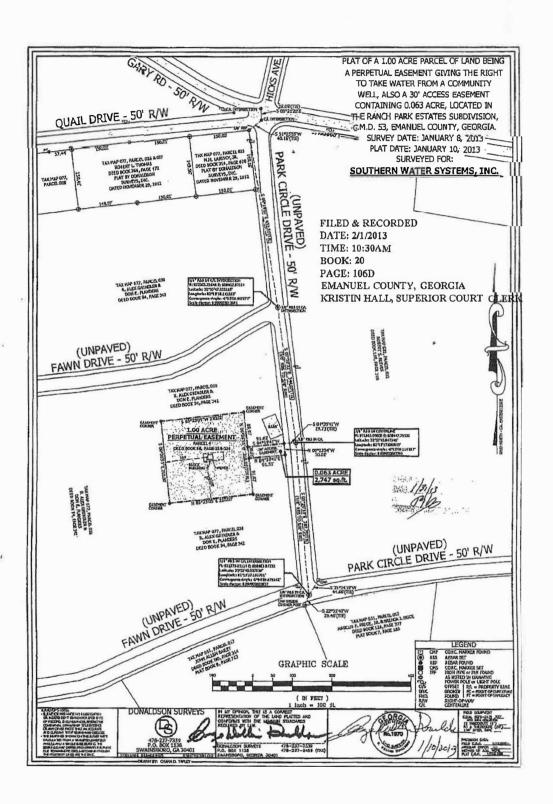
Parcel 4: All that tract or parcel of land lying, situate and being in the 53<sup>rd</sup> G.M. District of Emanuel County, Georgia, containing 1 acres designated as a Perpetual Easement, as shown on plat of survey dated January 8, 2013, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book 20, page 106D, to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by lands of R. Alex Grindler and Don E. Flanders as shown on the afore referenced plat of survey; East by lands of R. Alex Grindler and Don E. Flanders as shown on the afore referenced plat of survey; South by lands of R. Alex Grindler and Don E. Flanders as shown on the afore referenced plat of survey; and West by lands of R. Alex Grindler and Don E. Flanders as shown on the afore referenced plat of survey.

ALSO: a 30' Access Easement from Park Circle Drive to the Well sight as shown on the afore referenced plat of survey.

ALSO: All wells, pipes, pumps, equipment, easements and other property used in connection with and known as part of the above described Parcel 4.

The Well Site for Parcel 4 is located on Emanuel County Map and Parcel #S32-002 in the name of Robert S. Reeves.





Sandra S. Wright Emanuel County Tax Commissioner PO Box 763 Swainsboro, GA 30401-0763 (478) 237-3351

2024 Ad Valorem Tax Notice

22

RETURN SERVICE REQUESTED

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*SCH 5-DIGIT 30401 | 00005642 MARSH WATER SYSTEMS LLC 30 WEDINGCAMP AVE TWIN CITY, GA 30471-3478

# 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 1, 2025 in order to receive the exemption in future years in compliance with GA Code 48-5-56. For more information on eligibility for exemptions or on the proper method of applying for an exemption, you may contact:

Emanuel County Tax Assessor 101 S. Main St., 3rd Floor Swainsboro, GA 30401 (478) 237-1222 www.qpublic.net/qa/emanuel/

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 not later than April 1, 2025 in order to have an opportunity to have this value lowered for next years' taxes. Information on filing a return can be obtained at the location and phone number above.

# 2024 State, County & School Ad Valorem Tax Notice

Bill No.	Property Descr	iption	M	lap Number		Fair Mkt Value	Assessed Value	Exempt Value	Taxable Value	Millage Rate	Tax Amount
008455	O1 WELL SITE THRIFT DR Lake L	uck	603	020	L01	15120	6048		6048	27.076	193.76
008456	01 WELL SIT E HEREFORD CIRRAN	S	30	012	L01	15461	6184		6184	27.076	197.44
008457	01 WELL SITE KING CIRCLE DR I	0	95A	064	L01	15230	6092		6092	27.076	194.94
Important Messag				- Please Rea	ad				Total o	f Bills by	Гах Туре
After the due date, interest accrues on the unpaid balance at the rate prescribed by Georgia law until paid in full.  After 120 days, a penalty of 5% is applied, in addition to the interest, and every 120 days thereafter, to a maximum of 20%. Late fees are mandated by GA law and may not be waived.  Pay your bills online at  WWW.EMANUELCOUNTYTAX.COM  County Local Option Sales Tax Information  Mills required to produce county budget 14.255  Mill reduction due to sales tax roll back 2.882				This is to remit Home, you are STATE LAW to Halendar year Burrent tax dee Tyou have an County Marsh	e requirements of the control of the	uired by LOC en January BTAIN and P I your home.	AL COUNTY 1st and April 1 ROPERLY D	AND st of each ISPLAY a	COUNT SCHOO FIRE FI SPECL S ECON I	L M&O EE SRVC	208.39 219.89 90.00 49.54 18.32
	ge set by county officials due to sales tax rollback	3						TOTAL	DUE	586.14	
									DATE	DUE	12/20/2024

↑ PLEASE DETACH HERE AND RETURN THIS PORTION, MAKING SURE THAT OUR RETURN ADDRESS APPEARS THROUGH THE WINDOW IN THE ENVELOPE PRIOR TO SEALING ↑

MARSH WATER SYSTEMS LLC 30 WEDINCAMP ROAD TWIN CITY GA 30471-

 If this address is incorrect, please write the correct address on this portion.



2024006738

Sandra S. Wright Emanuel County Tax Commissioner PO Box 763 Swainsboro, GA 30401-0763



### **PAYMENT INSTRUCTIONS**

- Please Make Check or Money Order Payable to: Emanuel 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.

Bill Number		Map Nu	mber	Tax Amount
2024 008455	803	020	L01	193.76
2024 008456	S30	012	L01	197.44
2024 008457	095A	064	L01	194.94
			Mark .	
DA	TE DUE		TC	TAL DUE
12	/20/2024			586 14



Sandra S. Wright Emanuel County Tax Commissioner PO Box 763 Swainsboro, GA 30401-0763 (478) 237-3351

2024 Ad Valorem Tax Notice

RETURN SERVICE REQUESTED 00005642 MARSH WATER SYSTEMS LLC 30 WEDINCAMP ROAD TWIN CITY, GA 30471-

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# 2024 State, County & School Ad Valorem Tax Notice

Bill No.	Property Desc	ription		Map Number		Fair Mkt Value	Assessed Value	Exempt Value	Taxable Value	Millage Rate	Tax Amount
008458	01 well site		S32	002	L01	15115	6046		6046	27.076	193.70
0.08459	HWY 1 S Ranch I 01 well sites FELLOWSHIP ST La		S01	018	L01	15115	6046		6046	27.076	193.70
008460	01 well site OVERSTREET RD	0	058B	037	L01	15154	6062		6062	27.076	194.13
Important Messac				- Please Re	ad				Total o	f Bills by	Tax Type
After the due date, interest accrues on the unpaid balance at the rate prescribed by Georgia law until paid in full.  After 120 days, a penalty of 5% is applied, in addition to the interest, and every 120 days thereafter, to a maximum of 20%. Late fees are mandated by GA law and may not be waived.  Pay your bills online at WWW.EMANUELCOUNTYTAX.COM  County Local Option Sales Tax Information  Mills required to produce county budget 14.255  Mill reduction due to sales tax roll back 2.882				This is to rem Home, you ar STATE LAW calendar year current tax de	e requibetweet to OB	ired by LOC en January 1 TAIN and P your home. stions, pleas	AL COUNTY of and April 1 ROPERLY D	AND st of each ISPLAY a	COUNT SCHOO FIRE FE SPECL S ECON D	L M&O E SRVC	206.46 217.84 90.00 49.07 18.16
Actual millag Tax savings	73 32						TOTAL DUE		581.53		
									DATE	DUE	12/20/2024

1) PLEASE DETACH HERE AND RETURN THIS PORTION, MAKING SURE THAT OUR RETURN ADDRESS APPEARS THROUGH THE WINDOW IN THE ENVELOPE PRIOR TO SEALING (1)

MARSH WATER SYSTEMS LLC 30 WEDINCAMP ROAD TWIN CITY GA 30471-

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Bill Number		Map Nu	mber	Tax Amount		
2024 008458	S32	002	L01	193.70		
2024 008459	S01	018	L01	193.70		
2024 008460 058B		037	L01	194.13		
DA	TE DUE		TC	TAL DUE		
1	2/20/2024		581.53			



Sandra S. Wright **Emanuel County Tax Commissioner** PO Box 763 Swainsboro, GA 30401-0763 (478) 237-3351

2024 Ad Valorem Tax Notice

RETURN SERVICE REQUESTED 00005642 MARSH WATER SYSTEMS LLC 30 WEDINCAMP ROAD TWIN CITY, GA 30471-

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# 2024 State, County & School Ad Valorem Tax Notice

Bill No.	Property Description	on	Map Number	Fair Mikt Value	Assessed Value	Exempt Value	Taxable Value	Millage Rate	Tax Amount
008452	01 WELL SITE COMMUNITY AV		75D 091	19792	7917		7917	27.076	244.36
008453	COMMUNITY AVE Ogbi	WELL SIT 07	75 00,3	15200	6080		6080	27.076	194.62
008454	ATKINSON DR Ogburn 01 .30 AC OLD WADLEY RD 5: ATKINSON DR Ogburn	3D 01	75 113A-	19754	7902		7902	27.076	243.95
	Im	portant Messa	ges - Please Read				Total o	f Bills by	Tax Type
the rate After 120 d interest, a 20%. Late Mills required	e date, interest accrues on the use prescribed by Georgia law until ays, a penalty of 5% is applied, it and every 120 days thereafter, to be fees are mandated by GA law awaived.  Pay your bills online as tww.EMANUELCOUNTYTAX ty Local Option Sales Tax Interest to produce county budget and use to sales tax roll back	This is to remind you have early state LAW betwee calendar year to Occurrent tax decal or lifyou have any que County Marshal at	uired by LOC een January BTAIN and P n your home. estions, pleas	AL COUNTY  1st and April 1st ROPERLY D	YAND Ist of each DISPLAY a	COUNT SCHOO FIRE FI SPECL ECON I	L M&O EE SRVC	249.06 262.78 90.00 59.19 21.90	
	e set by county officials due to sales tax rollback	11.373 63.1					TOTAL	. DUE	682.93
							DATE	DUE	12/20/2024

1 PLEASE FETACH HERE AND RETURN THIS PORTION, MAKING SURE THAT OUR RETURN ADDRESS APPEARS THROUGH THE WINDOW IN THE ENVELOPE PRIOR TO SEALING 1

MARSH WATER SYSTEMS LLC 30 WEDINCAMP ROAD TWIN CITY GA 30471-

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Sandra S. Wright **Emanuel County Tax Commissioner** PO Box 763 Swainsboro, GA 30401-0763

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- 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
- 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

Bill N	umber		Map Number	Tax Amount		
2024 00	8452	075D	091	244.36		
2024 00	8453	075	003	194.62		
2024 00	8454	075	113A	243.95		
	DA"	TE DUE		TOTAL DUE		
	12	/20/2024		682.93		





South Auction Inc. 338 East Main Street, Swainsboro, GA

Attached is an EPD report for this system. The non-compliant issues as noted in this report have been addressed by the current owner. This report is attached as a courtesy to further demonstrate the reports that are needed occasionally from the licensed operator of this system.



## Richard E. Dunn, Director

East Central District 3525 Walton Way Extension Augusta, Georgia 30909 706-667-4343

January 4, 2022

Mrs. Jodi Marsh Owner/Operator 30 Wedincamp Road Twin City GA, 30401 (SENT VIA EMAIL)

RE: Letter of Noncompliance
Ranch Park Subdivision
Water Supply System CG1070020
Emanuel County

Dear Mrs. Marsh,

On December 21, 2022, as a representative of the Environmental Protection Division (Division), I conducted a Sanitary Survey inspection of the above-referenced drinking water facility. The purpose of the inspection was to evaluate the performance of the facility with respect to the requirements of the Georgia Safe Drinking Water Act (Act), the Rules for Safe Drinking Water (Rules), and the Permit. The inspection report is enclosed for your review. The deficiencies and recommendations noted at the time of the inspection are outlined below.

### Deficiencies:

# Source of Supply

- During the inspection it was noted that Well 101 (Hereford Well) was not free from potential contamination. The blow-off pipe for the well did not have a screen attached which could allow contaminants to enter the source. It was also noted that the opening the electrical cable runs through into the well was not sealed, another area contaminants may enter the source. Rule 391-3-5-.07(3) states: "Each well must be protected from contamination by surface waters and other sources of contamination." The Division asks that the blow-off pipe be screened with a 24-mesh noncorrodible screen and that the opening which the electrical wiring runs into the well be sealed.
- It was also noted that both well slabs (Well 101 and Well 102) were cracked through to the wellhead itself. Rule 391-3-5-.07(11)(a) states: "A concrete slab with a minimum thickness of six (6) inches shall be constructed around the well casing and shall extend at least two (2) feet in all directions, and slope away, from the casing." The Division asks that both well slabs be repaired or replaced so there are no cracks and the entire well slab can be a minimum thickness of six inches.

# Monitoring, Reporting, and Data Verification

 It was noted that the Revised Total Coliform Rule Sample Site Plan (RTCR SSP) and the Coastal Conditions paperwork for the facility were created by the previous owner. The Division requests that you update the RTCR SSP and Coastal Conditions paperwork so all information is current and correct

### Recommendations:

# Distribution System

• Rule 391-3-5-.10(9) and Minimum Standards 12.2.2, 12.5.4d and 12.5.5a suggest water systems be flushed on a regular or periodic basis. The Division recommends that the system be flushed.

# Finished Water Storage

• Minimum Standard 8.4.3.1 states: "Tanks should have bypass piping to permit operation of the system while the tank is being repaired or painted." The Division recommends that bypass piping for the storage tank be installed.

# System Management and Operation

 The Division recommends having an emergency plan, operating procedures and checklist in place in case of emergency.

The Division appreciates your assistance during the inspection. In order to bring your facility back into compliance status, the Division requests that you submit a Corrective Action Plan (CAP) by January 17, 2022. Please ensure the CAP has a schedule to have the listed deficiency identified in this letter fully addressed by <u>February 20, 2022</u>. Should you have any additional questions or comments, feel free to contact me at (470) 733-1178 or <u>james.long@dnr.ga.gov</u>.

Sincerely,

James Long

Environmental Compliance Specialist

/JL Attachments:

Attachments: Inspection Report

# **Public Water System - District** Sanitary Survey Inspection Form

**ENVIRONMENTAL PROTECTION DIVISION** 

Purpose for Submittal: Sanitary Survey Completed

Present Status of Water System:

Active

Date of Submittal:

Data Entered Into SDWIS:

# **General Water System Data**

Water System Name:

Ranch Park

Region/District:

East Central District

**EPD Associate:** 

James Long

Water System ID: Permit #:

GA1070020

County:

Emanuel

Date of Evaluation:

12/21/2022

CG1070020

Permit Issue Date:

July 17, 2015

Permit Expiration Date:

July 16, 2025

Last Sanitary Survey Date: # Permitted Sources:

# Active Sources:

Next Scheduled Sanitary Survey: Required # Bact. Samples/sample frequency:

Source Type(s):

2/20/2020 (1) Ground Water (Well)

Community WS

(2) Ground Water (Well)

1 / Monthly

System Type:

Total # Permitted SC:

Total # Active SC:

Total Number of Entry Points: 1 (Permitted - Active) = Total # Available SC:

# Active Residential SC: **Community Population:** 

83 220 # Active Commercial SC: NTNC Population:

# Active Wholesale Service Connections: TNC Population:

# Wholesale Customers: Water Treated (Y/N): Seasonal System:

0 YES

% of Service Connections Metered: 100% Maximum Daily Use (gal): 75751 See Section 7b for seasonal operating periods.

% of Sources Metered: Average Total Water Use per Day (gal):

100% 26638

System

WS Street Address:

Park Circle Drive

Swainsboro

State:

GA

Zip-code:

30401

Owner

Owner Name: Owner Mailing Address: Jodi Marsh

Email address:

Owner Street Address:

30 Wedincamp Road

City: Twin City State:

marshwsllc@gmail.com

Zip-code:

30471

Phone No.:

478-455-0961

City:

State:

Zip-code:

**Emergency Phone No.:** 

Operator

Operator Name:

Same as owner

Email address:

City:

Fax:

State:

Zip-code:

Operator Street Address: Certification No.:

City: **Expiration Date:** 

State: Zip-code:

Phone No.:

Operator Mailing Address:

W4-002834

Fax No.:

Operator Classification: **Emergency Phone No.:** 

Additional Contact Information (if applicable)

Title:

Email address:

Name: Malling Address:

City:

State:

Zip-code:

Street Address: Phone No.:

City: Fax No.: State:

Zip-code: **Emergency Phone No.:** 

# GENERAL COMMENTS AND DISCUSSION:

Maximum and Average daily use calculated using MORs from Jan 2020 to Oct 2022

Describe how to get to the water system from the nearest city; include a map showing the location of the water system.

From Swainsboro City Hall take South Main street for 3.1 miles. Turn right onto Mixon Road then take next right on Park Circle Drive. The wells are located on Hereford Road and Park Circle



# **GENERAL DESCRIPTION**

a. Describe the business model and customer base for the water system that supports the Community, Non-Transient, Non-Community or Transient Non-Community designation. If applicable, include information detailing any seasonal portions of the distribution system (e.g. water system serves an RV Park where there are 10 homes with year-round residents and 30 slots that are rented out during the summer months; the rental side remains pressurized year round because a few of the slots are occasionally rented during the off-season.

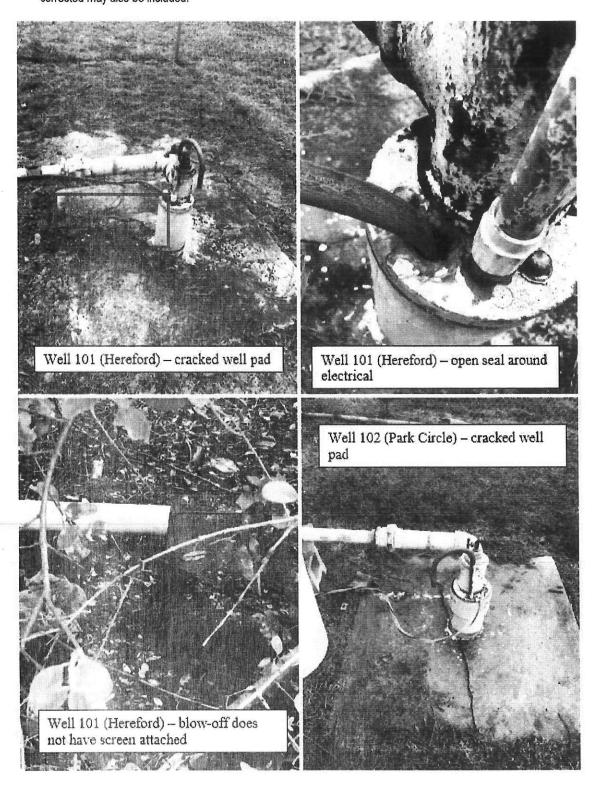
Ranch Park is a community water system for a subdivision of 83 homes, serving approximately 220 customers. The system is serviced by two groundwater wells each with their own treatment and finished water storage,

b. Describe any changes to the water system sources, treatment equipment, or storage tanks since the last inspection. This would include changes such as adding or removing raw or finished water sample taps, converting from gas to liquid chlorination, installing a new source, replacing a storage tank with a larger/smaller tank, etc.

No significant changes since last inspection

# **GENERAL DESCRIPTION (Continued)**

d. Include photos taken during the inspection. Include pictures of sources, treatment types and storage tanks; photos of items that need to be corrected may also be included.



The "significance" of a deficiency will be determined by evaluating whether: (a) the deficiency has the potential for contaminants to be introduced to the finished drinking water; (b) if not corrected, the deficiency will cause the potential for the introduction of contaminants to the finished drinking water at some point in the future; and (c) the deficiency causes or has the potential to result in the operation of the system in violation of the drinking water rules and standards. Bolded questions throughout this report may be considered significant deficiencies if they meet these three (3) conditions.

[Min Stds. #] = Reference the May 2000 Minimum Standards version. [§Min Stds. #] = Reference the March 2021 Minimum Standards version.

<u>1.</u>	SOURCE OF SUPPLY	YES	NO	N/A	Significant Deficiency
1.	Is the source of water approved by the Division and of good physical quality? [391-3-506 & .07]	$\boxtimes$			
2.	Is the source free from potential sources of contamination, including flooding and surface water runoff? [391-3-504 & .07] [Min. Stds. 9.1.0 & 9.1.1] [§Min. Stds. 11.0 & 11.1]		$\boxtimes$		
3.	Is the well drilled and not a dug, bored or jetted well? [391-3-507(2)] [Min. Stds. 5.3.0] [§Min. Stds. 5.2.0]	$\boxtimes$			
4.	Are "Wellhead Protection" plan requirements being met? (Applies to municipal, county, & authority owned CWS) [391-3-5-40] [Min. Stds. 5.3.2] [§Min. Stds. 5.2.4]			$\boxtimes$	
5.	Well Casing 12 inches above well slab and not subject to flooding? [391-3-507(11)(b)][Mln. Stds. 5.3.4.7(b) & 9.2.1] [§Mln. Stds. 5.2.6.1a, 5.2.10b, & 11.7.1] Type: Steel	$\boxtimes$			
6.	Sanitary Seal is present and in good condition (tight)? [391-3-507(11)(c & d)][Min. Stds. 5.3.4.7(c) & 9.2.1.1] [§Min. Stds. 5.2.10.2c]	$\boxtimes$			
7.	Well Slab present and in good condition? [391-3-507(11)(a)] [Min. Stds. 5.3.4.7(a)] [§Min. Stds. 5.2.10a]		$\boxtimes$		
8.	Properly designed Screened Riser Pipe present and screen intact? [391-3-507(11)(c & d)] [Min. Stds. 5.3.4.7(d) & 9.2.1] [§Min. Stds. 5.2.10c.2, 5.2.10.2e, & 11.7.1]	$\boxtimes$			
9.	Raw Water Taps present and located prior to the well discharge pipe check valve? [391-3-507(11)(e)] [Min. Stds. 5.3.4.7.1c] [§Min. Stds. 5.2.11c]	$\boxtimes$			
10.	Finish Water Taps available? [391-3-509(1)(I)]	$\boxtimes$			
11.	Check Valve, shutoff valve, and pressure gauge present, functioning and properly located? [Min. Stds. 5.3.4.7.1b, 9.6.1b, & 9.6.3a] [§Min. Stds. 5.2.11b, 11.6.1b, &11.6.3a]	$\boxtimes$			
12.	Turbine Pump Block present and extends at least 12 inches above well slab? (applies to turbine pumps only) [391-3-507(11)(d)] [Min. Stds. 5.3.4.7e] [§Min. Stds. 5.2.10c]			$\boxtimes$	
13.	Meter installed and operational on all sources installed after 1/1/1998. At a minimum, is all finished water metered as required by Permit? [391-3-506(1)(a)1&.09(1)(m)] [Min. Stds. 4.1.7&9.6.3f] [§Min. Stds. 4.12 & 11.6.3f]	$\boxtimes$			
14.	Backup Source (if system permitted after 1/1/1998 and 25 or more service connections)? [391-3-506 &.04(6)(d)] [Min. Stds. 4.1.8, 5.1.1b., & Approval Requirements(7)(d)] [§Min. Stds. 5.2.2.2 & 5.0b]	$\boxtimes$			
15.	Well pumping equipment is protected from unauthorized entry and use by an enclosed shelter or enclosed by a fence? [391-3-507(14)] [Min. Stds. 5.3.2.m] [§Min. Stds. 4.17d & f]	$\boxtimes$			
16.	Is equipment unchanged (i.e. no addition/modification) and have no new, unapproved sources been added to the system since the last sanitary survey? [391-3-504 & .05(1)]				
17.	In lieu of 4-log virus inactivation treatment, triggered source water monitoring is conducted as required? [391-3-554(3)(a)]			$\boxtimes$	

LIST OF GROUNDWATER SOURCES: Applicable Not Applicable

Source No. (101)	Source Type	Type Usage	Pump Type	Individual Meter (Y/N)	Emergency Power Source? (Y/N)	Comments
101	G	Р	S	Yes	Yes	Hereford Well
102	G	Р	S	Yes	Yes	Park Circle Well
		and the second s				
						~

## Additional Sources of Supply Listed in Attachment A?

Source Type: G = well, S = spring

Type Usage:

P = permanent, E = emergency, S = seasonal, I = Interim, A = abandoned

Pump Type:

S = submersible, T = vertical turbine, J = jet, C = centrifugal, N = no pump, O = other

# PURCHASED WATER SOURCES: Applicable ☐ Not Applicable ☑

Source No. (101)	Source Type	Type Usage	Is Source Metered? (Y/N)	Name of Purchased Water Source (Water System Name)	Water System ID Number	Additional Treatment Provided? (Y/N)

Source Type: P = purchased surface, W = purchased ground

Type Usage: P = permanent, E = emergency, S = seasonal, I = interim, A = abandoned

# COMMENTS AND DISCUSSION FOR SOURCE OF SUPPLY:

Well 101 (Hereford) - cracked well pad, unsealed opening around electrical wiring, blow-off was unscreened Well 102 (Park Circle) - cracked well pad

# 2. TREATMENT

2a.	2a. Chemical Feed Systems, Dosages and Residuals Applicable Not Applicable											
Pia No (20	O. (Ch F Fe Mn pH corresion	Chemical Name	NSF 60 Certifled <sup>1</sup> (Y/N)	Strength _of Chemical	Required by Permit (Y/N)		quipme		Ec	Back-up Julpment Vallable <sup>3</sup> (Y/N)		
20	Chlorination	Sodium Hypochlorite (Azone)	Yes	12.5	Yes	Ope	rating Pr	operly		Yes		
20	Chlorination	Sodium Hypochlorite (Azone)	Yes	12.5	Yes	Ope	rating Pr	operly		Yes		
				:			an a con Unaberra					
						******						
2. 3.	15.1.0, 19.1.0, 19.6.1, & Approval Requ Chemical Feed Equipment must be 9.1.4] [§Min. Stds. 8.3a & 9.9.2d]. Back-up equipment required for che 9.9.1c].	of such design and capacity t	o accurately sup	oply the required			1.1c & 19	•	tin. Stds.	8.5,a.2 &		
	Is treatment equipment that is disInfection, pH, iron, mangal						YES	NO	N/A	Significant Deficiency		
2.	Is fluoridation required by permi approval to cease) [391-3-516 &	it, if so, is it provided? (all in	corporated mu	unicipalities unt	ess referendun	1			$\boxtimes$			
	If facility is required to provid that would reduce the contac								$\boxtimes$			
4.	Is Equipment unchanged (i.e.	no addition/mods) since	the last sanit	ary survey? [3	91-3-5-,04 & ,05(1)	]	$\boxtimes$					
	The treatment plant is not and distribution system? [391-3-5						$\boxtimes$					
6.	Measured Fluoride Residual(s)	[391-3-514(4)]: Applicable	☐ Not Applic	able 🛛								
	Sampling Location			Fluoride Res	idual (ppm)							
	(1)											
7.	Measured pH of the water when	n pH adjustment chemicals	are in use. [39	1-3-514(7)]: Ap	plicable 🔲 N	ot Appl	icable	$\boxtimes$				
	Sampling Location			Water p	Н							

(1)

2b.	Gas Chlorination Systems: Applicable ☐ Not Applicable ☐	YES	NO	BITA	Significant
1.	Ga3 chlorination equipment and cylinders housed in a separate room or facility? [391-3-509(1)(f)] [Min. Stds. 11.2.2a.1., 19.5.1a., & 19.7.0c.] [§Min. Stds. 7.1a, 8.18c, & 9.9.7a]		NO	N/A ⊠	Deficiency
2.	The chlorine gas equipment & storage room has externally or automatically activated, floor level, forced air ventilation? [391-3-509(1)(f)(4)] [Min. Stds. 11.2.2a.5., 19.5.1g., & 19.7.0b.] [§Min. Stds. 7.1g, 8.18b, & 9.9.7e]				П
3.	Gas chlorination cylinders stored out of direct sunlight, secured from tipping or movement, and protected against unauthorized tampering? [391-3-509(1)(f)] [Min. Stds. 11.2.2a, 19.5.1ef)] [§Min. Stds. 7.1e-f & 9.9.7]				
4,	A container of fresh ammonia solution provided for detection of leaking Cl <sub>2</sub> from equipment or cylinders? [391-3-509(1)(f)(5)] [Min. Stds. 11.2.2a.6 & 19.7.0d.] [§Min. Stds. 8.18d & 9.9.7f]		П		П
5.	Chlorine gas installations are equipped with a gas detection device connected to an audible alarm? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 19.5.1g.11.] [§Min. Stds. 7.1.g.11.]				
6.	Chlorine gas mask or self-contained breathing apparatus readily accessible and in good condition? [391-3-509(1)(f)(3)] [Min. Stds. 11.2.2a.4. & 19.7.0c.] [§Min. Stds. 8.18c & 9.9.7d]				
7.	Automatic switchover of chlorine cylinders provided, where necessary, to assure continuous disinfection? [Min. Stds. 11.1.1d.] [§Min. Stds. 9.9.1d]			$\boxtimes$	
8.	Properly calibrated and working weighing scales provided for chlorine gas cylinders? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 19.1.7a] [§Min. Stds. 8.9a]			$\boxtimes$	
2c.	Miscellaneous Treatment Requirements				
1.	Fluoridation equipment and chemicals housed in a separate room or facility? [391-3-509(1)(j)] [Min. Stds. 15.1.1a. & 10.7.0c.] [§Min. Stds. 7.7.a.1 & 7.7b.12]				
2.	Properly calibrated and working weighing scales provided for fluoride solution feed? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 19.1.7] [§Min. Stds. 7.7b.3]			$\boxtimes$	
3.	Separate indoor storage for fluoride compounds, and bags, fiber drums & steel drums on pallets? [Min. Stds. 15.1. 1] [§Min. Stds. 7.7a]			$\boxtimes$	
4.	Sodium Chlorite for Chlorine Dioxide generation is housed in a separate room or facility constructed of noncombustible materials? [Mln. Stds. 19.6.0b.] [§Min. Stds. 7.3a]				
5.	Liquid Caustic (50% sodium hydroxide solution) is protected from loss from solution due to exposure to low temperatures? [Min. Stds. 19.2.0d.3. & 19.6.0a.4.] [§Min. Stds. 7.2d & 8.11e.3]				
6.	Aerators properly maintained? (screens intact, trays not fouled, blower working, documented maintenance, etc.) [Min. Stds. Part 13] [§Min. Stds. 9.11]			$\boxtimes$	
7.	Filters properly maintained? (not plugged or cracked, backwashed as needed) [391-3-509] [Min. Stds. 10.3] [§Min. Stds. 9.4]			$\boxtimes$	
8.	Water treatment equipment is enclosed in a weather proof shelter and protected from unauthorized entry? [391-3-507(14)] [Min. Stds. 5.3.2.m] [§Min. Stds. 4.17]	$\boxtimes$			

# COMMENTS AND DISCUSSION FOR TREATMENT:

In compliance

<u>3.</u>	DISTRIBUTION SYSTEM		YES	NO	N/A	Significant	
1.	Does the distribution system appear to be free of cross connections [§Min. Stds. 12.3 & 12.8]		$\boxtimes$				
2.	If the permit requires a cross connection control plan, is it being followed	? [391-3-513(4)]			$\boxtimes$		
3.	Does the distribution system appear to be free of leaks? ${\tt [391-3-5-10]}$ .		$\boxtimes$				
4.	Flow measuring device(s) installed for all new service connections install and NTNCWS), and when required by permit for all others? [391-3-510(3)]	ed after 1/1/1998 (Applies to CWS [Mln. Stds. 4.1.7] [§Mln. Stds. 4.1.2]	$\boxtimes$				
5.	Bacteriological Sampling conducted as required by permit? [391-3-514(8)-	(11), & .23]	$\boxtimes$				
6.	If applicable, is facility scheduled for Lead and Copper sampling? Are Lead and Copper samples collected as scheduled? (CV	$\boxtimes$					
7.	If applicable, is facility scheduled for DisInfection By-Products (DBP) sam designated? Are DBP samples collected as scheduled? (CWS and NTN disinfectant other than UV light) [391-3-5-,53(2)]	$\boxtimes$					
8.	If existing lines have been repaired (when mains are wholly or partially dewatered) or new lines installed, was disinfection and special Bac-T sampling conducted before returning to service? (If yes, see records of repair, disinfection and sampling) [391-3-512(a)] [Min. Stds. 7.2.4.1c] [§Min. Stds. 12.5.5a and b]						
9.	Is a free chlorine residual detectable throughout the distribution sys	stem? [391-3-514(2)]	$\boxtimes$				
	Sampling Location (Distribution system and Storage Tanks)	Free Chlorine Residual (ppm)					
	(1) 106 Hunnicutt Road	Undetectable					
	(2) 148 Horseshoe Loop	0.20					
	(3) 119 Nannette	0.50					
	(4)						
10.	Minimum pressure of 20 psl maintained? [391-3-510(1), & .10(4)] Normal not more than 100 psi maintained? [Min. Stds. 7.1.1f and g.] Normal working a than 35 psi and not greater than 100 psi maintained [§Min. Stds. 12.2.1f and g.]	pressure of 60 - 80 psi but not less	$\boxtimes$				
	Sampling Locations	Static Pressure (psig)		Ш	Ц	Ш	
	(1) 106 Hunnicutt Road	40					
	(2) 148 Horseshoe Loop	40					
	(3) 119 Nannette	40					
	(4)						
11.	Is the distribution system flushed on a regular or periodic basis? (Recom 7.1.2, & 7.2.0j.] [§Min. Stds. 12.2.2, 12.5.4d, & 12.5.5a]			$\boxtimes$		П	
12.	Does the distribution system appear to be free of unapproved construction [391-3-5-04] [Min. Stds. 1.1.1, 1.1.2, 1.1.3, 1.2.2, & Approval Requirements (1), (2), & (3)]		$\boxtimes$	_			
13.	Does all available evidence suggest that the distribution system is free o						

14.	Interconnections to other systems (Consecutive Connections) [Min. Stds. 7.4.1a.] [§Min. Stds. 12.8a]	Applicable	Not Applicable
-----	--	------------	----------------

System Name/Description	Type Connection <sup>1</sup>	Permitted System? (Y/N)	WSID#	Connection Status <sup>2</sup>	Listed on System Permit? (Y/N)
					,
			M		

### COMMENTS AND DISCUSSION FOR DISTRIBUTION SYSTEM:

Far end of distribution did not have free chlorine residual after 3 tests of free chlorine from exterior spigot - water ran for approximately 5 minutes from test 1 to test 3 - Recommend increasing chlorine so that entire system has access to treated water and flush more regularly

# 4. FINISHED WATER STORAGE

4a. Water Storage Tanks: Applicable 
Not Applicable

Plant No. (201)	Location	Туре	Tank Material	Storage Volume (gal)	Screened Vent <sup>1</sup> (Y/N)	Screened Overflow <sup>2</sup> (Y/N)	Drain Valve <sup>3</sup> (Y/N)	Access Manhole <sup>4</sup> (Y/N)	Sampling Tap <sup>5</sup> (Y/N)	Limited Access <sup>6</sup> (Y/N)
201	Hereford	Р	Steel	2500	N/A	N/A	Yes	Yes	Yes	Yes
202	Park Circle	Р	Steel	3500	N/A	N/A	Yes	Yes	Yes	Yes

Additional Water Storage Tanks Listed in Attachment C?

Storage Type: C= Clear well, G = Ground, E = Elevated, S = Standpipe, P = Pressure, O = Other

- Screened vents required for all non-pressurized storage tanks, screens are Intact. [391-3-5-.11(1)] [Min. Stds. 8.1.6] [§Min. Stds. 10.7]
- Screened overflows required for all non-pressurized storage tanks, screens are intact, [391-3-5-11(1)] [Min. Stds. 8.1.4] [SMin. Stds. 10.5]
- All storage tanks required to have a means for draining, [391-3-5-.11(1)] [Min. Stds. 8.1.3] [§Min. Stds. 10.3]
- Interior access for cleaning and maintenance required for all storage tanks installed after 1/1/1998, otherwise recommended. [Min. Stds. 8.1.5] [§Min. Stds. 10.6]
- Sampling tap required for all storage tanks installed after 1/1/1998, otherwise recommended. [Min. Stds. 8.1.15.] [§Min. Stds. 10.17]
- Appropriate measures taken to secure critical infrastructure from trespassers, vandals and saboteurs. [391-3-5-04(8)] [Min. Stds. 8.1.2b.] [§Min. Stds. 10.2b]

<sup>1 –</sup> Type Connection: SW = Water is Sold, PW&SW = Water is Purchased & Sold
2 – Connection Status: A = Active/In Use, E = Emergency Use Only, S = Seasonal/Occasional Use

4b.	All Finished Water Storage Tanks:	YES	NO	N/A	Significant Deficiency
1.	Tanks have a water tight roof (i.e. permanent cover)? [391-3-511(1)] [Min. Stds. 8.1.2a.] [§Min. Stds. 10.2a]	$\boxtimes$			
2.	Tank overflow and drain discharges are not directly connected to a sewer and/or storm drain and have splash pad and erosion protected drainage channel? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.3, 8.1.4a, 8.1.4.b.] [§Min. Stds. 10.3, 10.5a, & 10.5b]	$\boxtimes$			
3.	Tank overflow and drains have a 24-mesh non-corrodible screen and/or flap valve? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.3 & 8.1.4e.] [§Min. Stds. 10.3 & 10.5e]				
4.	Are tank overflow outlets visible? (required if installed after 1/1/98, otherwise recommended) [Min. Stds. 8.1.4f.] [§Min. Stds. 10.5g]			$\boxtimes$	
5.	Tanks are properly maintained and free of contamination and leaks due to damage, corrosion, or other means? [391-3-511(4)] [Per AWWA M42-92, tanks should be washed out and Inspected at least once every 3 years.  Where water supplies have sediment problems, annual washouts are recommended.]	$\boxtimes$			
6.	If applicable, all new or repaired tanks are disinfected and special Bac-T sampling conducted before returning to service? (If yes, see records of repair, disinfection and sampling)? [391-3-511(7) & .12(b)] [Min. Stds. 8.2.0.] [§Min. Stds. 10.16]			$\boxtimes$	
7.	If storage tank has more than 2 days of storage, provisions are provided for water turn over or booster chlorination? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.14.] [§Min. Stds. 10.4]			$\boxtimes$	
8.	Does the facility have an inspection/maintenance/cleaning schedule established for all storage tanks? Is the facility adhering to the schedule? [391-3-511(4)]				
4c.	Hydropneumatic Pressure Tanks:				
1.	Tanks have a device to maintain Air/Water ratio at satisfactory level? [391-3-5-,11(6)] [Min. Stds. 8.3.4.6] [§Min. Stds. 10.19g]	$\boxtimes$			
2.	Tanks have bypass piping? (recommended) [Min. Stds. 8.3.4.1] [§Min. Stds. 10.19b]		$\boxtimes$		
3.	Tanks have cutoff valves? (recommended) [Min. Stds. 8.3.4.6] [§Min. Stds. 10.19g]	$\boxtimes$			
4.	Tanks have control equipment consisting of pressure gauge, air blow-off valve, pressure operated start-stop pump control, sight glass and mechanical means for adding air? (recommended) [Min. Stds. 8.3.4.6] [§Min. Stds. 10.19g]	$\boxtimes$			
5.	Entire tank and/or control end is housed? (recommended) [Min. Stds. 8.3.4] [§Min. Stds. 10.19a]	$\boxtimes$			
4d.	Buried and Semi-buried Finished Water Storage Tanks:				
1.	Ground slopes away from tanks? [391-3-511(5)] [Min. Stds. 8.1.11] [§Min. Stds. 10.14]			$\boxtimes$	
2.	Top of tanks are at least 2 feet above ground level? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.1d.] [§Min. Stds. 10.1d]			$\boxtimes$	
3.	Tanks located at least 50 feet from sewers, drain fields, storm drains, and standing water? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.1.1c] [§Min. Stds. 10.1c]				
4e.	Clearwells:				
1.	Tanks include features (e.g. baffles) to minimize short circuiting? (required if installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.3.3a.] [§Min. Stds. 10.18.3a]			$\boxtimes$	
2.	Tanks Include a screened vent, drain and overflow? (required if Installed after 1/1/1998, otherwise recommended) [Min. Stds. 8.3.3b-d.] [§Min. Stds. 10.18.3b-d]				
CO	MMENTS AND DISCUSSION FOR FINISHED WATER STORAGE:				

Recommend bypass piping for both storage tanks

# 5. PUMPS, PUMP FACILITIES, & CONTROLS (other than source and treatment equipment)

			Pumps					Emergency	
		Location of Pumping Facility	No. of Pumps	Type	Capa	city (gpm)		Power* (Y/N)	
		1000							
	***************************************								***************************************
							· nu ga		
	p type	Il Pump Details Listed in Attachment D? e: S = submersible, T = vertical turbine, J = jet, C = centrifugal, O = rgency Power required if installed after 1/1/1998, otherwise recommen		§Min. Stds. 11	.6.6]				
5b.	Re	quirements for Water Pumping Facilities:				YES	NO	N/A	Significan Deficiency
1.		und slopes to divert surface drainage away from pumping 1998, otherwise recommended) [Min. Stds. 9.1.1a.3.] [§Min. Stds. 11.1						$\boxtimes$	
2.		nping stations are protected against unauthorized entrance r 1/1/1998, otherwise recommended) [Min. Stds. 9.1.1a.4.] [§Min. Std						$\boxtimes$	
3.		omatic and remote controlled pump stations have functioning "C n. Stds. 11.5]		(CE)				$\boxtimes$	
4.		nping station is not being used for storage of materials tha water?						$\boxtimes$	Ď
5.	ls p	ump station free from cross connections? [391-3-513(1)]			************			$\boxtimes$	
6.	ls p	umping and control equipment functioning properly and re	eliable?					$\boxtimes$	
7.	Boo	ster Pumps (required if installed after 1/1/1998, otherwise reco	mmended):						
	a.	Has standard pressure gauge on discharge line, compound gameasuring the discharge, and sampling taps? [Min. Stds. 9.6.3.] (						$\boxtimes$	
	b.	Has positive acting check valve on discharge line between pu [§Min. Stds. 11.6.1b]						$\boxtimes$	
	C.	Has a pressure sustaining valve or low pressure cutoff device below 20 psig? [Min. Stds. 9.4.3b.] [§Min. Stds. 11.4b]						$\boxtimes$	
	d.	At least two pumps provided? [Mln. Stds. 9.4.1a.] [§Mln. Stds. 11.	4.1]					$\boxtimes$	
	e.	If water lubricated, is potable water being used? [Min. Stds. 9.6.	4.] [§Min. Stds. 11.6.4]					$\boxtimes$	
	f.	If all lubricated, is correct type of lubricant used?						$\boxtimes$	
CO	MMF	NTS AND DISCUSSION FOR PUMPS, PUMP FACILITIES AN	ND CONTROLS:						
-									
	NIA								

<u>6.</u>	MON	NITORING, REPORTING, & DATA VERIFICATION	YES	NO	N/A	Significant Deficiency
1.	Recor	ds maintained at the facility or at a convenient location? [391-3-5-,15(1)] [Min. Stds. 20,1,3,1] [§Min. Stds.				Deliciency
1.		as meantained at the lasting of the assertion resolution [501-5-5-10[1]] [Million Class 22, 1.2.1] [Smillion Class	$\boxtimes$			
2.		biological monitoring records; are results provided by a certified laboratory? (5 years). [391-3-5- )] [Min. Stds. 20.1.3.2a.] [§Min. Stds. 14.3.2a] Name of Certified Lab: FL Spectrum	$\boxtimes$			
3.	If app	licable, has facility adequately addressed chronic Total Coliform Rule MCLs?	$\boxtimes$			
4.	Facili	ty has not frequently been cited for microbiological failure to monitor violations?	$\boxtimes$			
5.		ical monitoring records; are results provided by a certified laboratory? (10 years) [391-3-515(1)(a)] ds. 20.1.3.2b.] [§Min. Stds. 14.3.2b] Name of Certified Lab; FL Spectrum				
6.		and Copper monitoring records (required for CWS and NTNCWS)? (12 years) [391-3-515(1)(e), & .25(12)] ds. 20.1.3.2c.] [§MIn. Stds. 14.3.2c]	$\boxtimes$			
7.	Water	System is not in significant non-compliance for one or more contaminants?	$\boxtimes$			
8.		nent Records, showing applicable treatment residuals (e.g. DORs)? (3 years) [391-3-514(7), & .14(9)] [Min. 0.1.3.1, & 20.1.3.2] [§Min. Stds. 14.3.1 & 14.3.2]				
9.		all monthly operating reports (i.e. DORs) been submitted to the District Office in a timely fashlon since evious Sanitary Survey Inspection? If not, what percent were late or missing?%	$\boxtimes$			
10.	Water	System is not in significant non-compliance for disinfection residuals? [391-3-5-,14(2)]	$\boxtimes$			
11.		nouse testing, equipment and reagents (e.g. fluoride and chlorine residual test equipment) being used rm to accepted procedures? [391-3-5-14]	$\boxtimes$			
12.	Consu	ımer Confidence Reports? (3 years) (Applies to all CWS) [391-3-5-41]	$\boxtimes$			
13.	Sanita	iry Surveys of the system? (10 years) (391-3-515(1)(c)] [Min. Stds. 20.1.3.2f.] [§Min. Stds. 14.3.2f]				
14.		icable, Lab Inspection reports? (Certified Labs Only, latest inspection report) [391-3-514(8), .14(11), &				
15.	Chem	ical Monitoring Waivers maintained on file? (5 years past expiration) [391-3-515(1)(d)] [Min. Stds. 20.1.3.2g.]	$\boxtimes$			
		Stds. 14.3.2g] Chemical Waivers granted for:	$\boxtimes$		П	
16.	Sourc	e Water Assessment Plan? Date it was completed: 2002 [391-3-542]		<u></u>		
17.	Revis	ed Total Coliform Rule (RTCR) Sample Site Plan [391-3-555(3)(a)]	$\boxtimes$			
	a. F	las the facility developed a Site Sample plan for RTCR sampling (5 years)?				
	b. I	Does the facility have a dated system map that shows locations of sources, storage tanks, distribution nes, RTCR and Groundwater Rule (GWR) sample points?				
	c. [	Oo the sample locations represent all areas of the distribution system?		Ц	닏	닏
	d. E	Oo all sample locations have additional locations identified for repeat sampling?	$\boxtimes$	Ш	Ц	Ш
		fit is not possible to get a proper upstream and/or downstream repeat sample, does the sample site plan identify how the system will collect all three (3) repeat samples for any given location?	$\boxtimes$			
		f the system elected to develop a Standard Operating Procedure (SOP) to select repeat sample ocations on a situational basis, does the SOP meet the RTCR requirements for repeat sampling?	$\boxtimes$			
18.		le Site Plan for TTHM/HAA5 sampling and/or IDSE Monitoring Plan? (required for CWS and CWS) (391-3-5-24(3)(h)4. & .53(2)(g)]	$\boxtimes$			
19,	Samp	le Site Plan for Lead and Copper sampling? [391-3-525(7)(a)1.]	$\boxtimes$			
20.		licable, records of RTCR Level 1 and/or Level 2 Assessment forms and associated documentation ng corrective actions have been completed? (5 years) [391-3-555(11)(b)1]			$\boxtimes$	
21.	If app	licable, certification paperwork and sample results for each seasonal start up event? [391-3-555(4)(f)1]			$\boxtimes$	

		YES	NO	NA	Significant
22.	Initial Composite Radiological or Initial Quarterly Radiological sampling complete for all sources? If so, each entry point is scheduled for appropriate compliance monitoring? [391-3-518(5) & .27] (Applies to CWS only)	$\boxtimes$			Deficiency
23.	Each entry point is scheduled for Inorganic Compound (IOC) compliance monitoring (generally once every 3 years)? [391-3-518(1) & .21] (Applies to CWS and NTNCWS only)	$\boxtimes$			
24.	Initial Quarterly Volatile Organic Compound (VOC) sampling complete for all new or modified entry points? If so, each entry point is scheduled for appropriate VOC compllance monitoring? [391-3-518(2) & .22] (Applies to CWS and NTNCWS only)	$\boxtimes$			
25.	All entry points scheduled for annual Nitrate sampling or quarterly sampling if sample results are ≥ 50% of the MCL? [391-3-518(1) & .21(7)] (Applies to all systems)				
26.	Facility is scheduled for Disinfection By-Products (DBP2) sampling? DBP sampling sites designated by address? DBP samples are collected as scheduled? (Applies to CWS and NTNCWS) [391-3-553]				
27.	Chemical Sampling conducted as scheduled and as required by permit? Samples are collected at appropriate entry point locations? [391-3-521, .22, .26, .26]	$\boxtimes$			
28.	If applicable, records of Disinfection of New and Repaired Lines/Extensions/Storage Tanks? (3 years) [391-3-510(9), .11(7), & .12] [Min. Stds. 20.1.3.1] [§Min. Stds. 14.3.1]			$\boxtimes$	
29.	Records for storage tank maintenance?			$\boxtimes$	
30.	Written Flushing program? (Recommended) [391-3-510(4)] [Min. Stds. 7.1.2, & 7.2.0].] [§Min. Stds. 12.2.2}		$\boxtimes$		
31.	Facility is not currently under advanced enforcement with unresolved violations?			$\boxtimes$	
32.	If applicable, does the facility have an approved compliance plan to resolve past or current Consent Orders or open violations? Are they in compliance with the plan?			$\boxtimes$	
33.	If applicable, records of Complaints or Violations, and Corrective Actions Taken? (3 years) [391-3-515(1)(b)] [Min. Stds. 20.1.3.2] [§Min. Stds. 14.3.2]			$\boxtimes$	
34.	If applicable, records of Public Notifications for MCL, FTM and Treatment Technique violations? (3 years) [391-3-5-32 & .54(5)(d)]			$\boxtimes$	
35.	If applicable, has all required Public Notification been completed since the last Sanitary Survey Inspection?			$\boxtimes$	
36.	Water Conservation/Leak Detection Plan? (When required by permit)			$\boxtimes$	
37.	Written Cross Connection Control Program? (When required by permit) [391-3-513(4)]			$\boxtimes$	
38.	Wellhead Protection Plan? (When required by permit; applies to municipal, county, & authority owned CWS) [391-3-540] [Min. Stds. 5.3.2] [§Min. Stds. 5.2.4]			$\boxtimes$	
39.	If maximum combined groundwater withdrawal > 100,000 GPD, does system have a Groundwater Use Permit? [391-3-506] [391-3-201]			$\boxtimes$	

# MONITORING COMPLIANCE HISTORY FOR PREVIOUS 12 MONTHS or PREVIOUS 6 QUARTERS

Monitoring Period	Parameter(s)	Monitoring Results	Enforcement Action
Oct 2022	Microbiological		
Sept 2022	Microbiological		
Aug 2022	Microbiological		
Jul 2022	Microbiological		
Jun 2022	Microbiological Radiation		
May 2022	Microbiological		
Apr 2022	Microbiological	1	
Mar 2022	Microbiological		
Feb 2022	Microbiological		
Jan 2022	Microbiological		
Dec 2021	Microbiological		
Nov 2021	Microbiological IOC VOC		

### COMMENTS AND DISCUSSION FOR MONITORING, REPORTING AND DATA VERIFICATION:

The Drinking Water Program monitors this facility for compliance with chemical parameters.

All compliance and enforcement actions in regard to the Nitrate-Nitrite, Disinfection By-Products (DBP), Radiation, Inorganic Compounds (IOC), Lead & Copper (Pb & Cu), and Volatile Organic Compounds (VOCs) results are handled by the Drinking Water Program in Atlanta. That is why the monitoring results and enforcement actions for these parameters are intentionally left blank.

Recommend creating a flushing program for the system. Also recommend revising RTCR SSP and Coastal Conditions so that they have current information

7.	SYSTEM MANAGEMENT & OPERATION			2112	Significant
-		YES	NO	N/A	Deficiency
1.	Is current owner correctly listed as the permit holder?	$\boxtimes$			
2.	Does the facility have an emergency sample kit for RTCR and GWR sampling, or an arrangement with an approved outside lab for immediate access to an emergency sampling kit? [391-3-523(2)(a)] [391-3-254(3)2]	$\boxtimes$			
3.	Business Plan? (When required by permit) [391-3-504(10)] [Min. Stds. Approval Requirements (7)(c), & Appendix A] [§Min. Stds. Appendix A]	$\boxtimes$			
4.	Emergency Plan, Operating Procedures and Checklist? (Recommended) [Min. Stds. Appendix B Sect. I Chapter 10, & Sect. III Part A.10] [§Min. Stds. Appendix B Sect. I Chapter 10, & Sect. III Part A.10]		$\boxtimes$		
5.	Does the facility participate in the GAWARN program? (Mutual aid program for municipal systems; Recommended)			$\boxtimes$	
6.	Is facility aware of the General Duty Requirement if they store 100 pounds or more of chlorine gas? [Clean Air Act Section 112R]			$\boxtimes$	
7.	If applicable, Facility completes and submits the annual Water Loss Audit? (Applies to systems with population greater than 3,300; report is due March 1st of each year.)			$\boxtimes$	
8.	Risk Management Plan? (Required if facility stores 2500 lb. or more of Cl₂ gas) [40 CFR 68.220]			$\boxtimes$	

7a.	Groundwater Rule Best Management Practices					
1.	Is the facility adequately staffed to ensure proper operation of the water system? Is there someone	YES	NO	N/A	Significant Deficiency	
700	in responsible charge of the water system?	$\boxtimes$				
2.	Are personnel familiar with the Rules for Safe Drinking Water, and all applicable regulations, standards or requirements?	⊠ .				
3.	All minor or moderate deficiencies identified in the last sanitary survey inspection, which have the					
	potential to cause contamination, have been addressed and resolved?	$\boxtimes$				
4.	Does the facility have adequate Standard Operating Procedures implemented at the facility?	$\boxtimes$				
5.	Is the water system capable of meeting peak season water demands?	$\boxtimes$				
6.	Facility has not experienced chronic service disruptions due to poor equipment maintenance or					
	undersized equipment?	$\boxtimes$				
7b.	Special Monitoring Evaluation for Groundwater Systems serving 1,000 or fewer people [391-3-555(4)(c)2]	YES	NO	N/A	Significant Deficiency	
1.	Is the system seasonal in nature (defined as "a non-community water system that is not operated as a public water system on a year-round basis and starts up and shuts down at the beginning and end of each operating season." Examples include schools, vacation area, migrant labor camps, etc.)?					
2.	Does the system partially or fully depressurize during the off-season(s)?					
3.	Is the system classified by Georgia EPD as a Seasonal system under the RTCR?				$\Box$	
4.	Seasonal Operational Periods? (mm/dd)					
	a. Beginning of Season 1: End of Season 1:					
	b. Beginning of Season 2: End of Season 2:					
	c. Beginning of Season 3: End of Season 3:					
5.	Does the system collect RTCR samples monthly or quarterly? monthly					
6.	Is this the correct frequency for the system type (including a seasonal designation)?					
7.	How many RTCR samples are required during each compliance period? 1			1.34440.1		
8.	Is the system collecting at least the minimum number of RTCR samples during each compliance period?					
9.	Is the RTCR Sample Site Plan appropriate and acceptable?	$\boxtimes$				

# COMMENTS AND DISCUSSION FOR SYSTEM MANAGEMENT & OPERATION:

Recommend creating a Standard Operating Procedure

8.	OPERATOR COMPLIANCE WITH STATE REQUIREMENTS				
		YES	NO	N/A	Significant Deficiency
1.	Certified Operator? (current certificate) [391-3-514(6), & .39]	$\boxtimes$			
2.	Is Operator Certification Class appropriate for size of water system? [391-3-5-39]				
3.	Operator(s) attend training as required for certification and operation of the water system? [43-51-	2000			
4.	6(d)]ls Operator familiar with the operating permit conditions?	$\boxtimes$			
	to operate running that the operating point contains of	$\boxtimes$			-
CO	MMENTS AND DISCUSSION FOR OPERATOR COMPLIANCE WITH STATE REQUIREMENTS:				
	In compliance				
C	<u>ONCLUSION</u>				
Su	mmary of Significant Deficiencies:				
No	Significant Deficiciencies				
					*
Ou	tstanding Performance Determination:			YES	NO
Ou	The system has met all permit conditions since the last sanitary survey				П
	2. The system has not received any Monitoring/Reporting or MCL violations during the last three (3) years				$\boxtimes$
	The system does not have any significant deficiencies	******	oniinia	. 🛛	
lf a	ill three (3) of these criteria are met, the system is considered to be an Outstanding Performer.				66
(5)	mmunity water systems inspections occur once every three (3) years. Non-Community water system in years. If a community water system is designated as an "Outstanding Performer," the next inspection nee (5) years from the date of this inspection. (See "Next Scheduled Sanitary Survey Date" on Page 1 of the	ay be	schedu		
this	Sanitary Survey of your water system has been conducted whereby all violations, deficiencies, and recommend document under the respective sections of the survey. Corrective actions for violations and deficiencies are to er. Fallure to make these corrections may result in further enforcement actions. Recommendations are items to determine the device of your system and should be seriously considered.	oe mad	e as ins	tructed in	n the cover
Na	me of Water System Representative Present during Survey: Jodi Marsh				9
Tit	le: Owner/ Operator				
SL	JPERVISOR'S REVIEW: Jul Wind DATE: 1-4-2	3			

# State of Georgia – EPD Department of Natural Resources Environmental Protection Division

 ${\sf SPECIAL\ CONDITIONS\ AUDIT-Addendum\ to\ Sanitary\ Survey}$ 

System Name:	Ranch Park S/D	W:	SID: 107	70020
PART A – WATER	CONSERVATION EDUCAT	TION PROGRAM		□ NA
Date Submitted:	2009			
Check below all r	nethods used to educate o	customers of water cons	ervation r	nethods:
Bill stuffers		☐ Email		
groups		☐ Internet/we	bsite	
Phone calls	direct inquiries	Newspaper		ewsletters
Local school	l curriculum	Other	CALLO REPORTED TO THE STREET	
Comments:				
***		· · · · · · · · · · · · · · · · · · ·		
PART B — CONSE using less than 70 gpd/ EPD) Date	RVATION-ORIENTED RATE capita are exempt from this specia	STRUCTURE (NOTE: Cetain I condition provided approval gr	mobile home ranted in writ	e parks Ing from NA
Submitted:	2009			
	-oriented rate structure be	een implemented?	⊠ Yes	□ No □ NA
Comments:				- I
11 14 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1				
	OR WATERING SCHEDULE			⊠ NA
Date				
Submitted:				
Did Local Govern	ments adopt ordinances to	implement the Rules		
for Outdoor Wate	er Use? (All privately-owne	ed systems must adopt	☐ Yes	□ No □ NA
the schedule outl	ined in the Rules.)			
	tem track the water use w		П v	
Watering Schedule Tracking and Reporting Form		Form"?	Yes	☐ No
Comments:				*
	1			

PART D – METER CA	LIBRATION, REPAIR	R AND REP	LACEMENT PROC	SRAM	□ NA	
Date Submitted: 2	2009	T			T	
Is this system a MHP	that qualifies for a	n exemptio	on from metering	g (i.e.	as Na	
less than 70 gpd/capita)? If yes, skip to Part E.						
What is the current v			gpd/capita?	121 gpd/cap		
Size of meters		2 in	Customers	5/8	in	
What percentage of				00 %		
Identify the method(s) of testing meters.    Bucket Test   Flow meter test   Other						
Identify the frequence			s needed or ever	<u> </u>	r residential	
Has the water provid					No No	
Most recent calibrat				Unknow		
Most recent calibrat			<del></del>	Unknow	n	
Has water provider b	pegun a meter repla	acement pr	rogram? Explain.	☐ Yes	⊠ No	
	Does the owner/operator maintain the WATER METERING REPORTING AND TRACKING FORM?			Yes	⊠ No	
Comments: System	was bought within	the last ye	ar - new owners	have not don	e any	
calibration		***				
PART E – REUSE FEA	SARILITY ANALYSIS				NA NA	
					⊠ NA	
Date Submitted:			makement selection was a selection of the selection of th	112.140.84440	2000	
Door tho water near	ildar avun a wastaw	ator tuonto	oont plant that			
Does the water prov			a and a 1711 a	☐ Vac		
treats the wastewater from this water system, or is highly treated Yes No wastewater reasonably available?						
If "Ves" above did the water provider submit a Reuse Feasibility						
	Evaluation Form and Report?			Yes	☐ No	
Comments:						
PART F - ALTERNAT	¥1.		ON		⊠ NA	
Date						
Submitted:						
Small Water System (US EPA defines small water system as serving 25 – 3,300 people)						
Does the Small Water System provider have reasonable						
access to another source of water other than the opper						
Floridan Aquifer? (If "Yes", continue below; if "No", alternate water evaluation is not required.)						
	<u>.</u>				- Foot - William	
Medium and Large Water Systems (serving 3,301 people or greater)						

Check below the primary alternate water source based on the results of the alternate water						
source evaluation:						
Water transfer(s)	☐ Water transfer(s) ☐ Surface water					
	etaceous aquifer, the lower Floridan	Desalinat	ion			
aquifer, Brunswick (Miocene)  Other	aquifers, and surficial aquifers	•				
Comments:						
Comments.						
PART G – PURPLE PIPE OF	RDINANCE					
	.e					
Date Submitted:						
If city or county owned, d	id the owner adopt a purple	Τ	<b></b>	<b></b>		
pipe ordinance?		Yes	∐ No	□ NA		
Have purple pipe reuse lir	nes been installed in new	Пус		Пм		
developments?		Yes		☐ No		
Comments:						
PART H – HYDRANT FLUS	HING STATEMENT			□ NA		
Date Submitted:						
Does the water provider meter all fire hydrant flushing events?						
Comments:						
	Western programme and the second seco					
PART ! - WATER AUDIT				⊠ NA		
Date Submitted:			onidation of the second section of the			
Has the water provider implemented a water conservation						
implementation schedule based on the results of the water audit?						
Comments:						
				988 <b>-</b>		
PART J – WATER LOSS PR	OGRAM			⊠ NA		
Date						
Submitted:	And I was a second seco	100/2	Пу	[==]		
Is the water provider's water loss percentage greater than 10%?						
If "Yes", has the water provider implemented a plan to reduce water    Oss (real and apparent) to a level of 10% or loss?						
loss (real and apparent) to a level of 10% or less?						
comments.						
PART K - LEAK DETECTIO	N AND PEDAIR			⊠ NA		
Date	N AND REPAIR			NA NA		
Submitted:						
Is the water provider's water loss percentage greater than 10%?						
	ovider implemented a plan to red					
loss (real and apparent) to a level of 10% or less?						

Comments:	

# **APPRAISAL OF**

# (5) Five Private Water Systems Emanuel County, Georgia

Southern Water Systems / Andrew Blake Marsh et al

December 6, 2021

RE: Appraisal of (5) Five Private Water Systems in the 53<sup>rd</sup> GMD of Emanuel County, Georgia - Andrew Blake & Jodi Marsh

Dear Mr. Johnson,

As requested, I have inspected the above property and based upon the facts and opinions contained in this appraisal, it is my considered opinion that the estimated market value of the above property as of November 22, 2021 is as follows:

# SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00)

No responsibility has been assumed for matters which are legal in nature nor any opinion on title been rendered, this appraisal assuming marketable title. Liens and encumbrances, if any, have been disregarded and the property has been appraised as though free of indebtedness.

I hereby verify that to the best of my knowledge and belief, the statements contained in this appraisal and upon which the opinions expressed herein are based, are correct, subject to the limiting conditions herein set forth; also that this appraisal has been made in conformity with generally accepted appraisal practices.

Thank you for the privilege of having served you.

Very truly yours,

HULSEY-JOHNSTON APPRAISAL SERVICES, INC.

Marion C. Hulsey Certified General Real Estate Appraiser #812 108 North College Street Statesboro, Georgia 30458 Marion C. Hulsey

### **SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

**Location:** Ogburn, De Alva Park, Dogwood Hill, Lake Luck and

Ranch Park Subdivisions, Swainsboro, Emanuel

County, Ga

**Property Rights Appraised:** Fee Simple Interest

**Legal Description:** 53<sup>rd</sup> GM District of Emanuel

**Site Area:** Fee Simple Well Sites

0.30 Acres - Ogburn Subdivision0.02 Acres - Ogburn Subdivision0.13 Acres - Ogburn Subdivision

**Easement Well Sites Only** 

0.178 Acres - De Alva Park Subdivision 0.060 Acres - Dogwood Hill Subdivision

0.912 Acres & 0.318 Acres - Lake Luck Subdivision 1.0 Acres & 0.535 Acres - Ranch Park Subdivision

**Improvements:** Deep wells/laterals/meters/pump houses/fencing, etc

**Condition:** Average

**Zoning:** Varies (Restricted to single family residential)

**Flood Map Data:** 130019 0200 B

Zone C 5/2/91

**Assessed Value/Taxes:** No assessment available

**Highest & Best Use:** Private Water System

**Valuation Date:** November 22, 2021

**Value Conclusion:** \$700,000.00

**Marketing/Exposure Time:** Less than (1) One Year

# **TABLE OF CONTENTS**

	PAGE
IDENTIFICATION OF THE PROPERTY	7
OBJECTIVE OF THE APPRAISAL	7
SCOPE OF THE APPRAISAL ASSIGNMENT	8
COMPETENCY PROVISION	9
MARKET VALUE DEFINED	10
PROPERTY RIGHT APPRAISED	11
STATEMENT OF OWNERSHIP	11
AUTHORIZATION	. 11
DATE OF THE APPRAISAL	11
THREE YEAR DELINEATION OF TITLE	. 12
OFFERING / CONTRACT DATA	. 12
AREA DATA FOR SWAINSBORO AND EMANUEL COUNTY	13
NEIGHBORHOOD DATA	. 20
SITE DATA	21
DESCRIPTION OF IMPROVEMENTS	23
TAX DATA	26
ZONING	26
HIGHEST AND BEST USE	27
FLOOD MAP DATA	29
MARKETING TIME	. 29
VALUATION	30

COST APPROACH	33
INCOME APPROACH	34
MARKET APPROACH	39
RECONCILIATION AND FINAL VALUE ESTIMATE	50
ADDENDA	51
Photographs Certification and Limiting Conditions/Disclaimers Plat and Improvement Sketches Flood Map Location Map Qualifications of Appraiser	

### **IDENTIFICATION OF THE PROPERTY**

The subject of this report consists of the appraisal of (5) five private water systems all located in and around the City of Swainsboro and in the 53<sup>rd</sup> GMD of Emanuel County, Georgia. The only real estate to be included in this report consist of the (6) six well sites under easement which comprise the well sites for (4) four of the systems together with (3) three well sites in fee simple covering Ogburn Subdivision only.

These various systems are identified as the sole source of water supply to (5) five different subdivisions in and around the City of Swainsboro. These consist of Ogburn, De Alva Park, Dogwood Hill, Lake Luck and Ranch Park Estates Subdivisions. These systems consist of a total of (220) two hundred twenty patrons or taps with the potential for additional taps in the future.

The complete legal descriptions covering each of these various well sites is recorded in the Office of the Clerk of Superior Court of Emanuel County, Georgia in Deed Book 380, Pages 67-73 and Deed Book 295, Page 91. A copy of each legal and plat is located in the addenda of this appraisal report.

#### **OBJECTIVE OF THE APPRAISAL**

The objective of this appraisal report is to establish an estimate of market value for these systems together with all related improvements as of November 22, 2021. In

estimating this value, it has been necessary to make a careful physical examination, study and analysis of the property.

### SCOPE OF THE APPRAISAL ASSIGNMENT

The scope of the appraisal assignment includes market research to support the objective of the appraisal. This includes public records research, consultation with government officials, appraisers, buyers, renters, brokers and commercial agents in the local market plus a door to door survey to collect rent and sales data. Reported physical condition, age, construction type, quality and size are the result of a physical inspection and measurement and review of the tax records. Land size is reported from recorded plats.

The Principle of Substitution maintains that a prudent purchaser will pay no more for one property than for another with similar utility. While this is a defined real estate principle, it is founded on common sense. This principle is at the forefront of the opinions stated in this report.

Data gathered from local sources, supported by regional data as discussed, is considered sufficient and reliable for a Market Value indication for its current use and design. Therefore, no feasibility study was made for alternative uses. Specific approaches and considerations are reference throughout this report.

This appraisal has been conducted in compliance with the **Uniform Standards of Professional Appraisal Practice** with attention given to the **Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA)** relating to appraisal standards.

I certify that I am fully qualified and competent by training, knowledge and experience to perform appraisals which meet the requirements of FIRREA and currently state certified in the State of Georgia in which I conduct appraisals.

I certify that this appraisal assignment is not based upon a requested minimum valuation, a specific valuation, or for the approval of a loan.

## **COMPETENCY PROVISION**

The appraiser, Marion C. Hulsey, has knowledge and prior experience in appraising properties regarded as similar to the subject property. Consequently, the competency provision as set out by the Uniform Standards of Professional Appraisal Practice has been met. Additionally, Marion C. Hulsey is a Georgia Certified General Real Property Appraiser (CG 812) with a valid license through August 31, 2022.

#### **MARKET VALUE DEFINED**

The most probable price in terms of money which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming that the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. buyer and seller are typically motivated.
- both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. a reasonable time is allowed for exposure in the open market.
- d. payment is made in cash or its equivalent.
- e. financing, if any, is on terms generally available in the community at the specified date and typical for the property type in its locale.
- f. the price represents a normal consideration for the property sold unaffected by special financing amounts and terms, services, fees, costs, or credits incurred in the transaction.

## PROPERTY RIGHT APPRAISED

The property right appraised is the fee simple ownership, subject to normal mortgage loan encumbrances, utility easements, and rights of tenants. Fee simple is defined as an absolute fee; a fee without limitations to any particular class of heirs or restrictions, but subject to the limitations of eminent domain, escheat, police power, and taxation. An inheritable estate.

## **STATEMENT OF OWNERSHIP**

According to the client current ownership of these water systems is in the name of Southern Water Systems, Inc. whose address is 21000 Georgia Highway 129 North, Claxton, Georgia 30417.

## **DATE OF THE APPRAISAL**

The subject properties were inspected on several occasions, however, the "effective" date of the appraisal report is November 22, 2021.

### THREE YEAR DELINEATION OF TITLE

The three (3) year delineation of title revealed the current owner obtained title to (4) four systems as a result of a deed dated January 31, 2013 at an indicated sales price of \$350,000.00. The fifth system was acquired on July 30, 2007 at an indicated sales price of \$60,000.00. These transactions are recorded in Deed Book 380, Page 54 and Deed Book 295, Page 91 in the Office of the Clerk of Superior Court of Emanuel County. There has been no other known transactions since that time.

### **OFFERING / CONTRACT DATA**

There has been a meeting of the minds for Blake & Jodi Marsh to purchase these (5) five systems at a price of \$605,000.00 according to the client and the seller. From all indications, there is no formal or written contract.

# **AREA DATA FOR SWAINSBORO AND EMANUEL COUNTY**

County Formed:	December 10, 1812
County Seat:	Swainsboro
Incorporated Cities:	Adrian, Garfield, Nunez, Oak Park,
	Stillmore, Summertown, Swainsboro and Twin City
Total Area:	686 square miles
History:	Emanuel County was the 39th county formed in
	Georgia and was named for David Emanuel, former
	governor of Georgia and a Revolutionary War soldier
	who had settled in Burke County. Created in 1812
	from lands then designated as the Bulloch and
	Montgomery counties, Emanuel's boundaries and
	configuration have shifted and it is now comprised of
	land that was once part of Washington and Effingham
	counties.
	The Emanuel County Courthouse has been destroyed
	by fire (5) five times: 1841, 1855, 1857, 1919 and
	1938;
Education:	East Georgia College and Swainsboro Technical
	Institute

According to the 2010 Census, in Emanuel County, 63.7% of the residents were white and 33.3% were black. Hispanics, who can be identified as either white or black in the Census data, made up 3.4% of the county's population. Statewide, 65.1% of residents were white, 28.7% were black and 5.3% were Hispanic.

In Emanuel County, 27.8% of the county's residents were age 18 or younger, while 13.3% were 65 or older. Statewide, 26.5% were 18 or younger and 9.6% were age 65 or older.

The 2010 Census reports 10.6% of Emanuel County's households were headed by females with children under 18 years of age, compared with 9.0% statewide. Total households with children under 18 comprised 34.3% of all households in the county and 35.0% of those in the state.

Between 1996 and 2010, Emanuel County school system reported an average high school dropout rate of 8.6%, for students in grades 9 to 12. Statewide, this rate is 6.8% for the same time period.

Emanuel County spent an average of \$4,639.00 per student for public education each year between 2006 and 2010. This expenditure was less than the statewide average of \$5,285.00.

Based on the 2010 graduating class for Emanuel County school system, 37.1% of the students were eligible for the HOPE Scholarship Program. The scholarship is available to eligible students to attend a post-secondary school in Georgia. Statewide, 57.9% of the graduating students were eligible for the HOPE scholarship.

Between 2005 and 2008, the infant mortality rate (infant deaths per 1,000 live births) was 7.4 for the county. The statewide rate was 9.2 during this same period.

In 2010, the number of physicians in the county per 1,000 population was 0.9, compared with the 1.9 state average. Emanuel County had 3.4 hospital beds per 1,000 population in 2000, which was greater than the statewide average of 3.1 beds per 1,000 population.

The 2010 index crime rate (crimes per 1,000) for Emanuel County was 2.8. Statewide, in 2000, the rate was 3.4. Of the total index crimes reported, 11,9% were violent crimes while 88.1% were property crimes.

In 2010, 68.6% of the adult population in the county were registered to vote. Of those registered voters, 57.9% voted in the 2010 general election. Statewide, in 2010, 64.1% of eligible Georgians were registered to vote. Of those registered, 69.6% voted in the general election that year.

## Population

	<u>1980</u>	<u>1990</u>	<u>2010</u>	% of Growth/Decline
Emanuel Co	20,795	20,546	21,837	6.3%
Garfield	222	255	152	-40.4%
Nunez	168	135	131	- 3.0%
Oak Park	256	269	366	36.1%
Stillmore	527	615	730	18.7%
Swainsboro	7,602	7,361	6,943	- 5.7%
Twin City	1,402	1,466	1,752	19.5%
Summertown	215	153	140	- 8.5%

In the year 2010, the average weekly wage for all the employment sectors in the county was \$385.00. This amount was less than the statewide average of \$622.00.

In Emanuel County, services is the largest employment sector providing 32.2% of the jobs. The other predominant employment sectors are manufacturing and retail trade. Statewide, the service industry is the largest employment sector, contributing 25.6% of the state's jobs. Between 2005 and 2008, Emanuel County's annual unemployment rate was higher than the state's average of 4.2%. Nationally, the unemployment rate for the same period averaged 4.8%.

The county per capita personal income in 2010 was \$18,336.00, as compared with \$27,324.00 for Georgia and \$28,546.00 for the United States.

Emanuel County's median household income in 2008 was \$22,876.00. This amount was less than the state's median household income of \$36,372.00 in that same year. Nationally, the median household income for 2008 was \$37,005.00.

During 2008, 16.4% of the county's population lived below the poverty level, compared with Georgia's rate of 14.7% and the national rate of 13.3%. In addition, 17.1% of the children under the age of 18 lived below the poverty level in Emanuel County.

Nationally, 19.9% of the population under the age of 18 years lived below the level of poverty.

Residents of Emanuel County received total government transfer payments amounting to \$4,482.00 per capita in 2010, compared with \$3,302.00 per capita statewide.

Transfer payments include retirement and disability insurance benefit payments, medical benefits, unemployment insurance benefits, and veteran's benefits payments.

According to the Georgia Department of Revenue's Net Property and Utility Digest,
Emanuel County's assessed property value amounted to \$298.8 million in 2010,
resulting in a per capita assessed property value of \$14,213.00. At the state level, per

capita assessed property value in 2010 equaled \$24,462.00. The 2010 millage rate for unincorporated areas of the county is 22.913 mills per thousand dollars of value.

Emanuel County collected \$7.7 million in total revenues in 2006. In 2010, the county received \$9.4 million, an increase of 22.1%. Total revenue in 2010 equaled \$431.00 per capita. The statewide revenue per capita for this same year was \$679.00.

From 2006 to 2010, own source revenues for Emanuel County rose from \$6.8 million to \$8.1 million, an increase of 17.9%. Own source revenues include revenues from property taxes, sales taxes, excise and special use taxes, and service charges and fees. Per capita own source revenues amounted to \$369.00 in 2010. This compares to a statewide per capita of \$611.00.

The county collected an average of \$123.00 per capita in property taxes during the last (5) years. This amount was less than the average of \$191.00 per capita collected by similarly sized counties. For the same period, the average per capita amount of county property taxes collected in Georgia was \$190.00. On average, property taxes accounted for 34.8% of the county's own source revenue during the period of 2005 to 2008.

General operating expenditures for Emanuel County in 2008 equaled \$6.2 million, or \$297.00 per capita. In 2008, general operating expenditures declined by 2.0% to \$6.1

million, which was \$297.00 per capita. General operating expenditures per capita for similarly sized counties was \$399.00 in 2008. The statewide average was \$404.00 per capita during the same time period.

Historically, the top three expenditure categories for counties are public safety, administration, and health and human services. In 2008, Emanuel County spent 1.1 million or 12.4% of total county spending on public safety which includes spending for law enforcement, fire services and jails. Spending for administration totaled \$1.4 million, amounting to 16.6% of total expenditures. The county spent \$605,300.00 or 7.1% of total spending on health and human services. From 2005 to 2008, Emanuel County had no long term debt outstanding each year. Similarly sized counties held an average of \$129.73 per capita during the same period.

## **NEIGHBORHOOD DATA**

The neighborhood covering each of these systems is located south, east and west of the city limits of the City of Swainsboro. These systems are all located outside the parameters of public water and sewer. Nevertheless, the City of Swainsboro is the center for all goods and services covering employment, churches, shopping and recreation.

Homes in the neighborhoods consist of a variety of styles ranging from small single story houses to some (2) two story units as well. These homes range in size from as small as 1,200/SF to some as large as 2,800/SF. Their values range from generally a low of \$45,000.00 to as high as \$200,000.00. The neighborhood area is generally defined as the area just outside the parameters of public water.

The neighborhoods are approximately 90% developed and are served entirely by private and community water systems, electricity and telephone service in adequate supply and at competitive rates. Sewage disposal is provided by individual on-site septic tank and drain field systems. There is also a number of developments that feature individual on-site deep and shallow wells.

There are no known hazards, either man-made or natural, in the area which would limit value. Additionally, there are no factors, physical, social, governmental or economic,

which would adversely affect the development to the highest and best use. I am of the opinion, therefore, that the subject neighborhood is in a favorable competitive position when compared to competing neighborhoods.

## **SITE DATA** - Well Sites

There is a total of (6) six well sites located throughout (4) four of the systems that are held by way of perpetual easements. It is assumed that the actual fee simple ownership of these sites continues to be held in favor of Robin L. Archer. Nonetheless, these various well sites are as follows:

0.178 Acres - De Alva Park Subdivision

0.060 Acres - Dogwood Hill Subdivision

0.912 Acres & 0.318 Acres - Lake Luck Subdivision

1.0 Acres & 0.535 Acres - Ranch Park Subdivision

The remaining system known as Ogburn Subdivision features (3) three well sites that are held in fee simple ownership. These are as follows:

0.44 Acres - Ogburn Subdivision

0.02 Acres - Ogburn Subdivision

0.13 Acres - Ogburn Subdivision

Access to these various well sites is via perpetual ingress and egress easements leading from the public road to each of the sites. The actual shape of each site varies from generally rectangular to some that are very irregular. Each site is generally level with no topography issues. The size of each of the sites is considered sufficient to effectively accommodate each well, storage tank and pump house. Please refer to the legal descriptions and/or plats located in the addenda of this report for a more complete description of the various well sites.

No adverse soil or sub-soil conditions are evident, known or have been reported to the appraiser or property owner.

At present, each well site is improved with deep well together with storage tank, pump house and security fencing. No apparent nuisances, adverse conditions, hazards or influences exist in the subject area which would detrimentally affect the value or marketability of the subject property.

### **DESCRIPTION OF IMPROVEMENTS**

The following is a brief description of improvements located at each well site covering items such as well and tank size, size of pump as well as other improvements such as pump houses, fencing, etc.

## **De Alva Park**

Well Size: 4" well assumed

Size of Pump: 3 Horse pump

Tank Capacity: 5,000/Gallon

Pump House/Fencing: Concrete block pump house with metal roof; No fencing

Topography: At grade, level

Overall Condition: Average

Remarks: System is believed to consist of primarily 4" lines with true

fire protection. This system currently has (11) eleven taps

or patrons but is permitted to accommodate (50) taps.

## **Dogwood Hill**

Well Size: 4" well assumed

Size of Pump: 3 Horse pump

Tank Capacity: 2,500/Gallon

Pump House/Fencing: Frame pump house with metal roof; chain link fencing

Topography: Level but several feet above road grade

Overall Condition: Average

Remarks: This system is believed to consist of primarily 4" lines. This

system currently has (33) thirty-three taps or patrons but is

permitted to accommodate (100) taps.

**Lake Luck** 

Well Size: (2) 6" wells assumed

Size of Pump: (2) 5 HP pumps

Tank Capacity: 2,500/Gallon - 2,500/Gallon

Pump House/Fencing: Small frame pump house with vinyl siding while the larger

system features a concrete block building with metal roof;

Each system features 6' chain link fencing with 3 strands of

barbed wire.

Topography: At grade, level

Overall Condition: Average

Remarks: System is believed to consist of 4" lines with true fire

protection. This system currently has (47) forty-seven taps

or patrons and is permitted to accommodate (100) taps.

**Ranch Park Estates** 

Well Size: (2) 6" wells assumed

Size of Pump: 3 HP Pump and 5 HP Pump

Tank Capacity: 1,500/Gallon - 2,500/Gallon

Pump House/Fencing: Concrete block pump houses with metal roof covering; Each

system features 6' chain link fencing with 3 strands of

barbed wire.

Topography: At grade, level

Overall Condition: Average

Remarks: System is believed to consist of all 4" lines. Currently has

(88) eighty-eight taps and is permitted to accommodate

(100) one hundred taps.

## **Ogburn Subdivision**

Well Size: (2) 4" wells - (1) 6" well

Size of Pump: 3 Horse pump, 3 Horse pump & 5 Horse pump

Tank Capacity: 1,500/Gallon, 1,500/Gallon and 2,500/Gallon

Pump House/Fencing: Frame pump houses with metal roof; some fencing

Topography: Level but several feet above road grade

Overall Condition: Average

Remarks: This system is believed to consist of primarily all 4" lines.

This system currently has (52) fifty-two taps or patrons but

is permitted to accommodate (100) taps.

### TAX DATA

Taxes are levied by Emanuel County based upon a 40% assessment of market value. The current millage rate for Emanuel County is 27.636 mills per thousand dollars of assessment. A review of the website failed to report any tax data covering each of the well sites and/or equipment, tanks or pump data for those involving easements only. However, Ogburn Subdivision has (3) three fee simple ownership well sites that have been recognized by the Emanuel County Tax Assessors Office. In the absence of data covering (6) six of the sites, no tax data is being reported and will not be a part of this report.

### ZONING

There is no comprehensive zoning plan in effect for the unincorporated areas of Emanuel County. However, each of the systems are subject to residential covenants that prevents each neighborhood from other land uses. These covenants are intended to reduce or eliminate the occurrence of certain conditions that can threaten the general health, safety and welfare of the residents of each neighborhood.

## **HIGHEST AND BEST USE**

The Appraisal Institute defines the term Highest and Best Use as follows:

"The reasonably probable and legal use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and which results in the highest value."

In estimating highest and best use, there are (4) four aspects to be considered:

- 1. Physically Possible. What uses are physically appropriate to the site in question?
- 2. Legally permissible. What uses are permitted by zoning, deed restriction, etc. on the site in question?
- 3. **Financially feasible.** Which possible and permissible uses will produce a net return to the owner of the site.
- 4. **Maximally productive.** Among the feasible uses, which will produce the highest present worth?

The highest and best use of a site, considered as if vacant, may be different from the highest and best use of the entire property as improved as of the date of the appraisal. The existing use may then be considered an economically justified interim use until land value alone exceeds the value of the property as improved, plus demolition costs.

Factors that must be considered in estimating highest and best use include accessibility and transportation, local facilities and services available, the physical attributes of the site, the effect of taxes and zoning, and the broader concept of environmental harmony within the neighborhood. The use must be reasonably probable, legally permitted, and logical; if a use is merely possible but is remote in time and likelihood, it cannot be considered the highest and best use.

Highest and Best Use may also be defined as "that reasonable and probable use that will support the highest present value as of the effective date of the appraisal". Also, when applied to vacant land, "that use, from among reasonably probable and legal alternative uses, found to be physically possible, appropriately supported, financially feasible and which results in the highest land value".

The highest and best use of each of the subject sites is obviously that of private water system.

## **FLOOD MAP DATA**

Based on the flood maps covering each of the well sites, it does not appear that any of the (6) six sites are located in a flood hazard area. According to the Flood Insurance Rate Map Panel 130019 0100 B, each is located in an X Zone. Zone X is classified as areas outside of the 500 year flood plain.

#### MARKETING TIME

As explained in Statement 6 and advisory Opinion G-7 of the <u>Appraisal Standards Board of the Appraisal Foundation</u>, marketing time and exposure time are distinct concepts.

Marketing time refers to the period immediately following the effective date of the appraisal. Based on discussions with brokers and other market participants, and in consideration of current and anticipated future economic conditions, it is my opinion that a marketing time of less than (1) one year will be required to sell the subject property at the value estimated.

Exposure time is defined as the estimated length of offering time the subject property would have required prior to the effective date of the appraisal in order to consummate a sale at the appraised value, on that date. Exposure time therefore precedes the effective date of the appraisal. In my opinion, based upon interviews with local brokers, developers, owners and other real estate industry sources, exposure time for the subject property is estimated to be less than (1) one year.

### **VALUATION**

Real Estate Appraisers typically use (3) three methods to estimate Market Value: The Cost Approach, the Market or Direct Sales Comparison Approach, and the Income Approach.

The Cost Approach to value is derived by estimating the depreciated reproduction cost of the improvements to which is added land value as estimated from comparable market sales. Reproduction Cost is defined as "the cost of construction at current prices of an exact duplicate or replica using the same materials, construction standards, design, layout, and quality of workmanship, embodying all the deficiencies, super adequacies and obsolescence of the subject building". Since it is sometimes impossible to acquire the exact same materials, the replacement cost is also used.

Replacement Cost is defined as "the cost of construction at current prices of a building having utility equivalent to the building being appraised but built with modern materials and according to current standards, design and layout".

The Cost Approach tends to represent the upper limit of value when the improvements are new and represent the highest and best use of the site. However, the Cost Approach is market oriented based upon the principle of substitution and tends to

represent the Market Value of the property assuming proper management and accrued depreciation.

The Market Approach, like the Cost Approach, is based upon the principle that an informed purchased will not pay more for a property than the cost of acquiring a similar, existing property that offers comparable utility. This is referred to as the principle of substitution and is of utmost importance in real estate valuation.

The Market Approach, also called the Direct Sales Comparison Approach, involves market investigation and analysis of recent sales of similar improved properties to the subject being appraised. The most important characteristics - location, design, and structural - of the properties and subject are compared and adjusted to reflect dissimilarities which affect value. Necessary adjustments are generally factors such as location, date of sale, size, quality, and physical characteristics. This estimate considers the subject property as the base and sales are adjusted to the subject. Upon application of all appropriate adjustments, the adjusted sales prices are then reconciled to an indication of value of the subject property.

The value of the property by the Income Approach is based upon the gross income potential generated by the property and the quantity, quality and durability of that gross income stream. Necessary expense deductions are made from the gross income

estimate to arrive at a net operating income. The net income is then capitalized into a value estimate representing the reasonable price an investor should pay for a property generating that amount of net annual income. Expense deductions include an allowance for vacancy and rent loss over the property's economic life, the inherent expenses in the operation of the property, and a reserve for replacement of short-lived building components.

The basis of the projection of gross income is economic rent. Economic rent is defined as "the rental income that a property would most probably command on the open market, as of the effective date of the appraisal". The estimate of economic rent involves a comparative analysis of recent lease terms of similar properties in the subject area. This analysis is a process of adjustments to the comparable rentals for features dissimilar to the subject which affect economic rental such as location, size and condition of the property.

## **COST APPROACH**

The Cost Approach to value was not employed due to the fact that the improvements are less than new as well as fact that it is difficult to accurately estimate accrued depreciation. The absence of utilizing the Cost Approach was previously discussed with the client. The employment of the Cost Approach on older properties often results in misleading value indications. Nevertheless, since sufficient data was available covering the other approaches the Cost Approach to value was not employed.

## **INCOME APPROACH**

The value of the property by the Income Approach is based upon the gross income potential generated by the property and the quantity, quality and durability of that gross income stream. Necessary expense deductions are made from the gross income estimate to arrive at a net operating income.

The net income is then capitalized into a value estimate representing the reasonable price an investor should pay for a property generating that amount of net annual income. Expense deductions include an allowance for vacancy and rent loss over the property's economic life, the inherent expenses in the operation of the property, and a reserve for replacement of short-lived items.

The Income Approach is based on the principle of anticipation, considering that the value of a property may be measured by the present worth of anticipated future benefits accruing to the ownership and use of the property. The Income Approach also reflects the attitudes of the investors in income properties and their requirements for returns on investments. All capitalization and discount methods are based upon the concept of time preference, which holds that future income or benefits are worth less than the same income or benefits received now, and they decrease systematically as the time for receipt is deferred into the future.

A survey of other competing private systems was made to form a conclusion of typical water rates covering the subject. Based upon my findings, the current rates are believed to be typical throughout the Emanuel County area. Rates from other comparable systems were all more or less consistent with the subject. For the purpose of this analysis, the base monthly rate each customer is currently being charged ranges from \$37.50 to \$48.00 per month which includes consumption of 5,000 gallons per month. The water rate schedule provides for an additional charge at the rate of \$1.00 for each 1,000 gallons over and above the base of 5,000 gallons. Thus, a middle of the range of \$45.00 per month is considered applicable.

Therefore, the gross potential income for the system is based on the typical monthly income for each of the (220) two hundred twenty active customers.

Other income is generated from tap-in fees on new patrons, account establishment fees as well as late charges. Water tap fees of \$500.00 each is believed to be consistent with other competing systems. Late charges are the primary source of other income and, although all customers do not incur late charges, the historical data indicates an average late charge per customer of \$1.00 per month.

The Income Approach to value for the systems will then be made by capitalizing the net income of the various water systems into a value estimate.

No deduction will be allocated for vacancy and collection loss as it is very rare not to collect in the subject developments. Other expenses such as taxes, insurance, maintenance, management and reserves for replacement of short lived items must be deducted to arrive at the subject's net income before recapture. Therefore, the valuation by the Income Approach is as follows:

#### PROJECTED OPERATING STATEMENT

220	Active Water	Taps @	9 \$45.00/Month	Χ	12 Months	\$118,800.00
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Other Income from late fees.....\$ 2,376.00

Potential Gross Income.....\$121,176.00

Effective Gross Income.....\$121,176.00

EXPENSES - 48% \$ 58,164.00

Taxes

Insurance

Management

Utilities

Supplies

Maintenance/Repairs

Administrative

Miscellaneous

**Permits** 

Reserves for Replacement

NET OPERATING INCOME (NOI)

\$63,012.00

### **DEVELOPMENT OF A CAPITALIZATION RATE**

No recent sales of similar properties could be found in the market from which capitalization rates could be extracted, therefore, a hypothetical capitalization rate has been developed using the band of investment concept. The band of investment concept is based on the premise that investment in income producing properties are typically financed with a mortgage and the equity investor will seek to obtain the best available loan terms in order to maximize the potential benefits of leverage.

Band of investment capitalization rate development produces a weighed average between the rate of return that is required to cover debt service and the return on the investment that is required to provide a competitive equity dividend rate. The cash flow rate reflects the investor's expectations regarding future changes in total property values, and thus making an allowance for yield through mortgage loan amortization and/or property value enhancement.

In this case, market investigation reveals that a typically informed, prudent purchaser could obtain 75 percent mortgage financing bearing interest at 5.0% with full amortization over a 20 year term. In my opinion, the appropriate equity dividend rate is 13% and that would be required to attract capital to this investment. The following weighed capitalization rate has been developed:

Component	% of Whole	Rate	Weighed Rate
Mortgage	.75	.07890750	.05918063
Equity	.25	.1300	.03250000
Weighed Average -	1.00		.09168063
Basic Rate, full term		-	.09168063
		ROUNDED	.091 or 9.1%

Capitalization of Net Income Into Value Indication:

Net Income - \$63,012.00

Capitalization Rate - .091

<u>NOI</u>

RATE = VALUE = \$692,440.00

Rounded: \$692,000.00

# **VALUE BY INDICATION VIA INCOME APPROACH - \$692,000.00**

## **MARKET APPROACH**

A diligent search was made to locate recent exchanges of privately owned water systems in which to estimate the value of the subject. A search of the market revealed the following systems that were exchanged. These sales consist of (2) two closed sales together with (2) two pending contracts all of which are discussed on the following pages.

#### **SALE NUMBER 1**

DATE: November 20, 2021

GRANTOR: RDC Water Systems LLC

GRANTEE: Chatham Water Utility LLC.

SALES PRICE: \$252,000.00 **Unit Value: \$3,452/Tap** 

RECORDING DATA: Deed Book 2496, Page 027

FINANCING: Cash to seller

LOCATION: Windmill Plantation Subdivision

Statesboro, Georgia

SITE SIZE: 0.13 Acres

QUALITY: Average

ZONING: R-40

PRESENT USE: Private Water System

HIGHEST & BEST USE: Private Water System

VERIFICATION: Lindsey Martin - MSO Water Systems

COMMENTS: Sale included a total of 73 potential taps. Other

improvements consisted of (1) 6" deep well with a 5

horsepower pump. This is a pending contract that is

scheduled to close in mid December 2021. The above

recording data covers the current ownership.

# **ANALYSIS OF SALE**

Sales Price \$252,000.00

Number of Taps 73

Unit Value \$3,452/Tap

#### **SALE NUMBER 2**

DATE: July 25, 2014

GRANTOR: MSO Water Systems, Inc.

GRANTEE: Chatham Water Company

SALES PRICE: \$811,800.00 **Unit Value: \$3,560/Tap** 

RECORDING DATA: Deed Book 2254, Page 551

FINANCING: Cash to seller with no effect on sales price according to the

seller

LOCATION: Williamsburg, Waverly Cove, Leefield Station, Saddle Creek

and Pulaski Point Subdivisions, Bulloch County, Georgia

SITE SIZE: Varies (228 Patrons)

QUALITY: Average

ZONING: Restricted to residential

PRESENT USE: Private Water System

HIGHEST & BEST USE: Private Water System

VERIFICATION: Grantor - Lindsey Martin

COMMENTS: Sale included a total of 228 taps with the potential for a few

additional taps in the future. Other improvements consisted

of a variety of well sites together with a mixture of both 4"

and 6" wells with pumps ranging from 5 to 40 horsepower.

The transaction included pump houses together with all

laterals, meters, etc. This system was almost completely built-out with little potential for additional taps.

## **ANALYSIS OF SALE**

Sales Price \$811,800.00

Number of Taps 228

Unit Value \$3,560/Tap

#### **SALE NUMBER 3**

DATE: November 15, 2021

GRANTOR: Southern Water Systems, Inc.

GRANTEE: Kenneth Chase Johnson

SALES PRICE: \$442,750.00 **Unit Value: \$2,750/Tap** 

RECORDING DATA: Deed Book 233, Page 086-094

FINANCING: Cash to seller with no effect on sales price

LOCATION: Lazy River, Three Rivers & Lake Owl Head Subdivision,

Montgomery & Jeff Davis Counties

SITE SIZE: 0.13 Acres, 0.03 Acres, 0.11 Acres, 0.03 Acres

QUALITY: Average

ZONING: None

PRESENT USE: Private Water Systems

HIGHEST & BEST USE: Private Water Systems

VERIFICATION: Grantor

COMMENTS: This is a pending contract covering (3) three private water

systems in Jeff Davis and Montgomery Counties known as

Lake Owl Head, Lazy River and Three Rivers having taps of

64, 36 and 61 respectively. Closing is expected to occur on

or around December 31, 2021. This equates to a total of 161

total taps. Improvements include a total of (4) four well

sites with a variety of 4" and 6" wells with various pump sizes, fencing together with all laterals, etc. These systems have potential for additional taps. The above recording data covers the existing ownership.

## **ANALYSIS OF SALE**

Sales Price \$442,750.00

Number of Taps 161

Unit Value \$2,750/Tap

#### **SALE NUMBER 4**

DATE: December 28, 2017

GRANTOR: Southern Water Systems, Inc.

GRANTEE: MSO Water Systems, Inc.

SALES PRICE: \$806,400.00 **Unit Value: \$2,880/Tap** 

RECORDING DATA: Deed Book 2750, Page 036

FINANCING: Cash to seller with no effect on sales price according to the

seller

LOCATION: Holly Hill, Holly Hill Lakes and Chimney Hills Subdivisions,

Lauren County, Georgia

SITE SIZE: Varies (280 Patrons)

QUALITY: Average

ZONING: Restricted to residential

PRESENT USE: Private Water System

HIGHEST & BEST USE: Private Water System

VERIFICATION: Grantor - Michelle Biggers

COMMENTS: Sale included a total of 280 taps covering all phases of Holly

Hill Subdivision and Chimney Hill Subdivision. Other

improvements consisted of a variety of well sites together

with a mixture of both 4" and 6" wells with pumps ranging

from 3 to 5 horsepower. The transaction included pump

houses together with all laterals, meters, etc. This system was almost completely built-out with little potential for additional taps.

# **ANALYSIS OF SALE**

Sales Price \$806,400.00

Number of Taps 280

Unit Value \$2,880/Tap

#### **DISCUSSION OF SALES**

As previously discussed a search of the market revealed (2) two exchanges of private systems ranging in time from July 2014 to as recent as December 2017. Also included are (2) two pending contracts of systems scheduled to close in December 2021.

Nevertheless, these systems had as few as 73 taps to as many as 280 which adequately brackets the size of the subject. Sale 4, which occurred in December 2017 with 280 customers, is believed to represent the exchange most indicative of the subject. My search of the market did not reveal any other market data that could be related to the subject.

Telephone conversations were held with various water system owners and managers to gather as much data as possible due to lack of recent exchanges of these systems. Mr. William Kelly of Richmond Hill, Mr. Danny Clifton and Mr. Danny Woodrum, both of Statesboro were interviewed. All reached a general consensus of opinion that systems in today's market including "water only systems" are commanding unit values in the \$2,500 to \$3,500 range. Those systems with potential for growth via additional phases are considered to possess a slightly higher unit value. Regardless of the economy, it appears that water systems have tended to maintain stable to increasing unit values. All those interviewed also believed that in our current environment banks are offering very little returns on investments, consequently, investors were looking at alternate investments in which to participate. These ventures (water systems) are relatively low

risk with returns exceeding those of conventional investments and are believed to continue to be an attractive investment in the foreseeable future.

In the case of the subject property, a middle of the range of \$3,200/tap is believed reasonable for the (220) two hundred twenty taps. Therefore, based on this analysis, the following is indicated:

220 Taps X \$3,200/Tap = \$704,000.00

Rounded: \$704,000.00

**VALUE INDICATION VIA THE MARKET APPROACH - \$704,000.00** 

49

#### RECONCILIATION AND FINAL VALUE ESTIMATE

COST APPROACH - Not Utilized

INCOME APPROACH - \$692,000.00

MARKET APPROACH - \$704,000.00

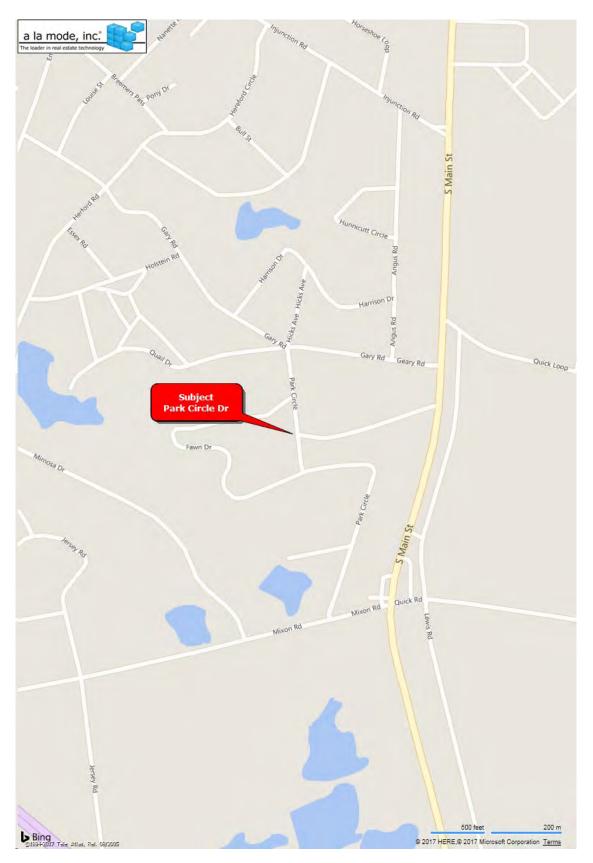
As previously indicated, the Cost Approach was not utilized due to the age of the improvements. Generally, in the evaluation of this type property, the Income Approach is the primary method of valuation that has meaning. Unless the property can generate sufficient income to justify its replacement cost, the improvements are valueless and depreciation is total. The ability of the investment to provide a satisfactory return on the invested dollar is the criteria by which it would be judged in the marketplace.

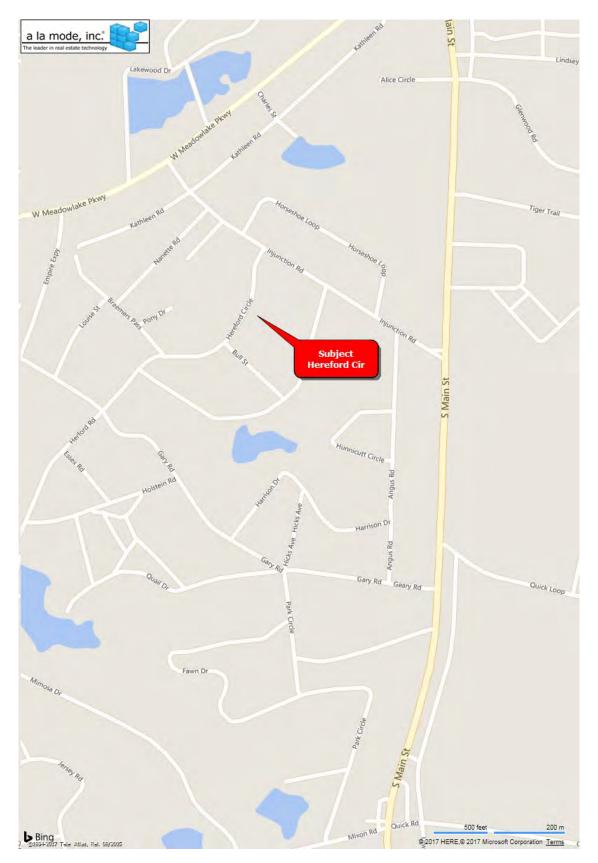
Nevertheless, considering both approaches to value as well as the overall reliability of each, a final value conclusion of the middle of the range of \$700,000.00 is considered reasonable for the subject property.

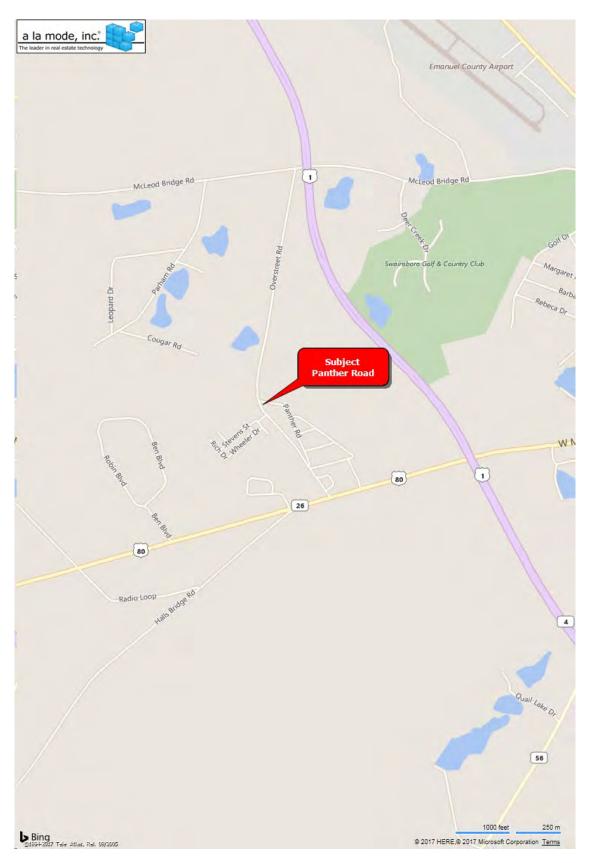
On the basis of this analysis, the market value of the fee simple interest on November 22, 2021 is estimated to be \$700,000.00.

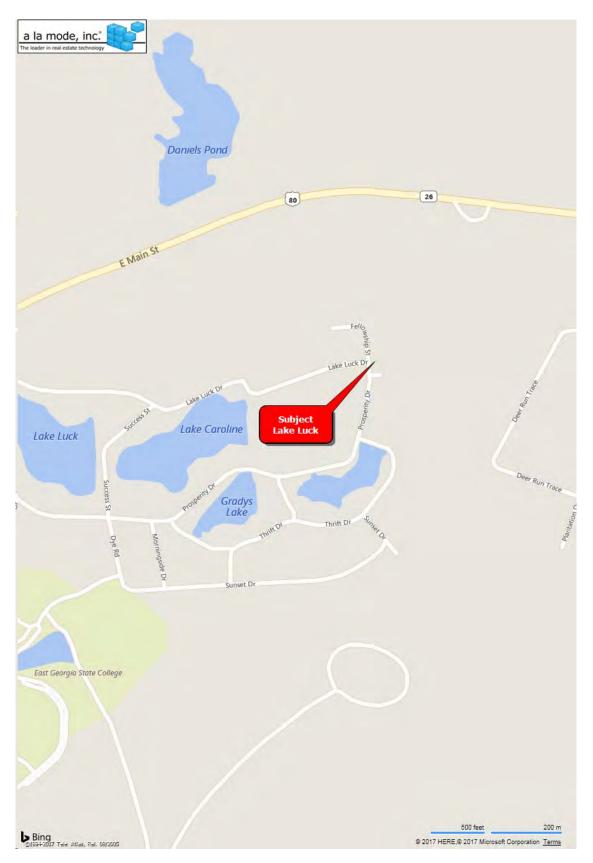
# SEVEN HUNDRED THOUSAND DOLLARS ( \$700,000.00 )

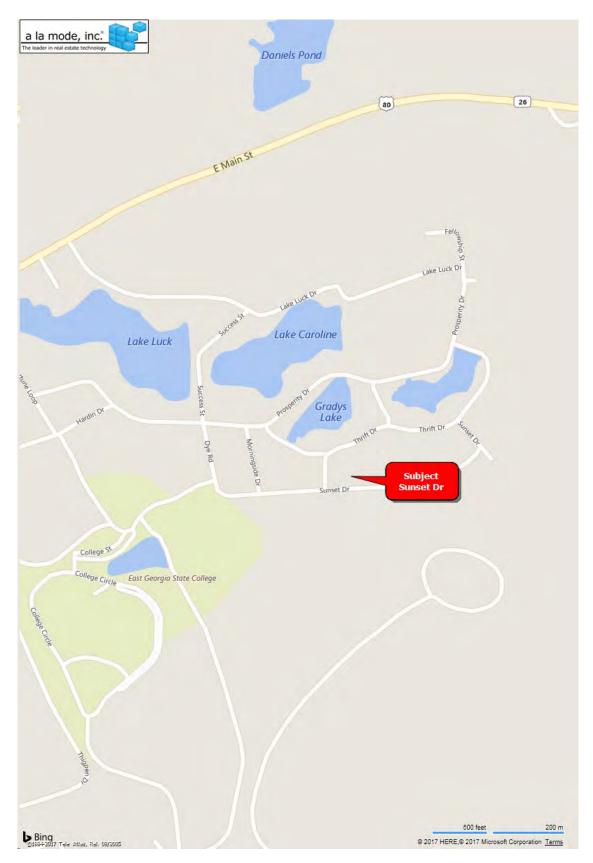
## **ADDENDA**

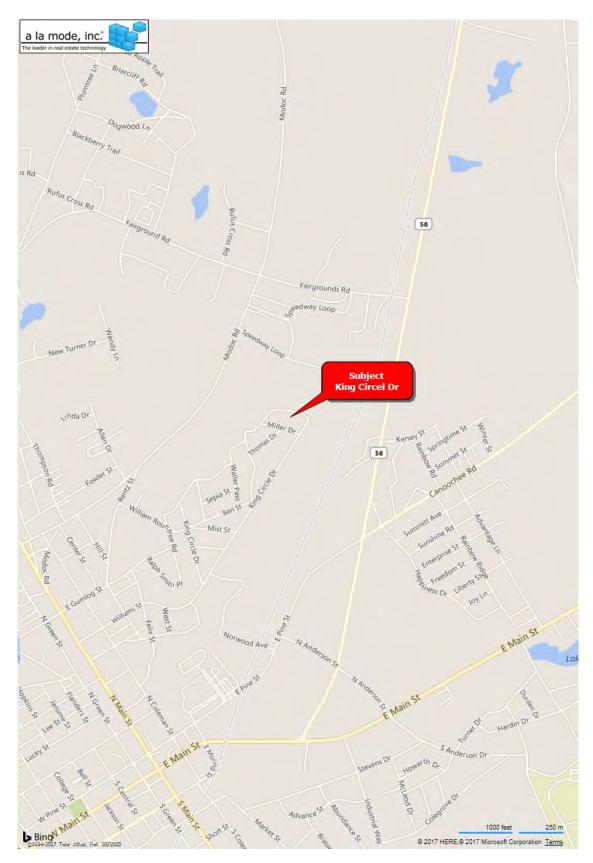












#### **CERTIFICATION**

The undersigned does hereby certify that, except as otherwise noted in this report:

- 1. The statements of fact contained in this report are true and correct.
- 2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions, and conclusions.
- 3. I have no present or prospective interest in the parcels of real property that is the subject of this report, and I have no interest or bias with respect to the parties involved. Additionally, no services were performed by the Appraiser within the (3) three year period immediately preceding acceptance of this assignment, as an appraiser or in any other capacity.
- 4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors either party, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- The analyses, opinions, and conclusions were developed in this report have been prepared in accordance with the Uniform Standards of Professional Appraisal Practice.
- 6. A personal inspection has been made of each parcel that is the subject of this report.
- 7. No one provided significant professional assistance to the person signing this report.

It is my opinion, therefore, the market value of the subject property as of November 22, 2021 is as follows:

(5) Five Waters Systems \$700,000.00

Marion C. Hulsey

Certified General Real Estate Appraiser, Ga. CG 812

108 North College Street

Statesboro, Georgia 30458

#### **DISCLAIMERS**

Due to the fact that the appraiser is not qualified in the area of engineering pertaining to the determination of wetlands, the property may or may not be located in or adjacent to a wetlands area. The appraiser therefore assumes that any permits, if required, pertaining to development of wetlands can be or has been obtained from the U.S. Corps of Engineering.

It is further assumed that the jurisdictional determination study and/or permits, if required, regarding construction, renovation or remodeling of improvements in a wetlands area does not result in the alteration of the property description contained in this report.

Unless otherwise stated in this report, the existence of hazardous substances, including without limitation asbestos, polychlorinated biphenyls, petroleum leakage, or agricultural chemicals, which may or may not be present on the property, or other environmental conditions, were no called to the attention of nor did the appraiser become aware of such during the appraisers' inspection.

The appraiser has no knowledge of the existence of such materials on or in the property unless otherwise stated. The appraiser, however, is not qualified to test such substances or conditions. If the presence of such substances, such as asbestos, urea

formaldehyde foam insulation, or other hazardous substances or environmental conditions, may affect the value of the property, the value estimated is predicated on the assumption that there is no such condition on or in the property or in such proximity thereto.

#### APPRAISER INDEPENDENCE

My role in the process to complete this appraisal report was carried out without undue influence from any party to the transaction. I hereby certify that I have completed all aspects of this valuation, including reconciling my final opinion of value, free of influence from the client, client's representatives, borrower, or any other party to the transaction.

RETURN TO: JERRY N. CADLE, P.C. ATTORNEY AT LAW P.O. BOX 68 SWAINSBORO, GA 30401 GEORGIA, EMANUEL COUNTY
CLERK'S OFFICE, SUPERIOR GOURT
I hereby certify that this instrument is filed for record in the Clerk's office, Superior Court, said county at 10:300'clock FEB 01 2013
& recorded in 1110 book 380 page 54-58 this date FEB 01 2013 20

Dip. Clerk, Superior Court

Emanuel County, Georgia
REAL ESTATE TRANSFER TAX
Paid 350
Date FEB 01 2013
Clerk of Superior Court

#### WARRANTY DEED

GEORGIA, EMANUEL COUNTY.

THIS INDENTURE, Made and entered into this 31<sup>st</sup> day of January, 2013, between **ROBIN**L. ARCHER d/b/a R&J WATER SYSTEMS of the County of Emanuel and State of Georgia, of the First Part, and SOUTHERN WATER SERVICES, INC., of the County of Evans and State of Georgia, of the Second Part: WITNESSETH:

That the said Party of the First Part, for and in consideration of the sum of THREE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$350,000.00) in hand paid, at and before the sealing and delivering of these presents, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, conveyed, and confirmed, and by these presents does grant, bargain, sell, alien, convey and confirm unto the said Party of the Second Part, it successors and assigns, all the following described property, to-wit:

EASEMENTS FOR THE OPERATION OF WELLS AND WATER SYSTEMS ON THE FOLLOWING DESCRIBED PROPERTY:

Parcel 1: All that tract or parcel of land lying, situate and being in the 53<sup>rd</sup> G.M. District of Emanuel County, Georgia, containing 0.318 of an acre designated as a Perpetual Easement, fronting a distance 9.98 feet on the Northern side of Sunset Drive as shown on plat of survey dated January 10, 2013 made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book 22, page 393 to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by Lot 19, Block C, Eastside Subdivision being the lands

of Barney Kea as shown on the afore referenced plat of survey; East by Lot 18, Block C, Eastside Subdivision being the lands of Elaine M. Womack as shown on the afore referenced plat and by Lot 4, Block C, Eastside Subdivision being the lands of R&R Properties, as shown on the afore referenced plat of survey; South by Lot 4, Block C, Eastside Subdivision being the lands of R&R Properties, as shown on the afore referenced plat of survey; by Sunset Drive and by lot 3, Block C, Eastside Subdivision being the lands of R&R Properties as shown on the afore referenced plat of survey and West by lot 3, Block C, Eastside Subdivision being the lands of R&R Properties as shown on the afore referenced plat of survey, Lot 20 Block C, Eastside Subdivision being the lands of Barney E. Kea and Patricia Kea as shown on the afore referenced plat of survey.

ALSO: All wells, pipes, pumps, equipment, easements and other property used in connection with and known as part of the Eastside Subdivision.

Parcel 2: All that tract or parcel of land lying, situate and being in the 53rd G.M. District of Emanuel County, Georgia, containing 0.535 of an acre, designated as a Perpetual Easement fronting a distance of 30.42 feet on the Eastern side of Hereford Road and a distance of 30.04 feet on the Western side of Hereford Circle as shown on plat of survey dated January 15, 2013, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book 20, page 106E to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by Lot 1, Block F, Ranch Park Estates Subdivision being the lands of Ben Odom and by Lot 8, Block F, Ranch Park Estates Subdivision being the lands of Ronny Sweat as shown on the afore referenced plat of survey; East by Hereford Circle and by Lot 7, Block F, Ranch Park Estates Subdivision being the lands of Jimmy Wedincamp and Dianna C. Wedincamp as shown on the afore referenced plat of survey; South by Lot 7, Block F, Ranch Park Estates Subdivision being the lands of Jimmy Wedincamp and Dianna C. Wedincamp and Lot 2 Block F, Ranch Park Estates Subdivision being the lands of Patricia F. Jarvis and David Jarvis as shown on the afore referenced plat of survey; and West by Lot 2 Block F, Ranch Park Estates Subdivision being the lands of Patricia F. Jarvis and David Jarvis and by Hereford Road as shown on the afore referenced plat of survey.

ALSO: All wells, pipes, pumps, equipment, easements and other property used in connection with and known as part of the Ranch Park Water System.

Parcel 3: All that tract or parcel of land lying, situate and being in the 53<sup>rd</sup> G.M. District of Emanuel County, Georgia, containing 0.178 of an acre, designated as a Perpetual Easement, fronting a distance of 20.57 feet on the Southern side of King Circle Drive, as shown on plat of survey dated January 11, 2013, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book 22, page 392 to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by Lot 4, Block J, DeAlva Park Subdivision being the lands of Susie Mae Pullens and by King Circle Drive as shown on the afore referenced plat of survey; East by Lot 5 Block J, DeAlva Park Subdivision being the lands of Joyce Ann Boykins Estate as shown on the afore referenced plat of survey; South by Lot 10, Block J, DeAlva Park Subdivision being the lands of Swainsboro Housing

Development Corporation as shown on the afore referenced plat of survey; and West by Lot 3, Block J, DeAlva Park Subdivision being lands of Susie Mae Pullens as shown on the afore referenced plat of survey.

ALSO: All wells, pipes, pumps, equipment, easements and other property used in connection with and known as part of the DeAlva Park Water System.

Parcel 4: All that tract or parcel of land lying, situate and being in the 53<sup>rd</sup> G.M. District of Emanuel County, Georgia, containing 1 acres designated as a Perpetual Easement, as shown on plat of survey dated January 8, 2013, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book 20, page 10eD to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by lands of R. Alex Grindler and Don E. Flanders as shown on the afore referenced plat of survey; East by lands of R. Alex Grindler and Don E. Flanders as shown on the afore referenced plat of survey; South by lands of R. Alex Grindler and Don E. Flanders as shown on the afore referenced plat of survey; and West by lands of R. Alex Grindler and Don E. Flanders as shown on the afore referenced plat of survey.

ALSO: a 30' Access Easement from Park Circle Drive to the Well sight as shown on the afore referenced plat of survey.

ALSO: All wells, pipes, pumps, equipment, easements and other property used in connection with and known as part of the above described Parcel 4.

Parcel 5: All that tract or parcel of land lying, situate and being in the City of Swainsboro, 53<sup>rd</sup> G.M. District of Emanuel County, Georgia, containing 0.912 of an acre, designated as a Perpetual Easement as shown on plat of survey dated January 10, 2013, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book 22, page 390 to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by lands of Johnny Fagler and Sara B. Fagler as shown on the afore referenced plat of survey; East by lands of Eastbrook Cemetery Gardens, LLC as shown on the afore referenced plat of survey; South by lands of Johnny Fagler and Sara B. Fagler as shown on the afore referenced plat of survey; and West by lands of Johnny Fagler and Sara B. Fagler and lands of Ronald G. Kidd & Donna S. Parsons-Kidd as shown on the afore referenced plat of survey.

ALSO: An Access Easement from Fellowship Street to the Well sight as shown on the afore referenced plat of survey.

ALSO: All wells, pipes, pumps, equipment, easements and other property used in connection with and known as part of the above described Parcel 5.

Said Parcels 1 through 5 are the same as those described in a Warranty Deed dated July 31, 1997 from James H. Archer to Robin L. Archer which is recorded in the Office of Clerk, Emanuel Superior Court in Deed Book 98, pages 318-320.

Said Parcels 1 through 5 are the same as those described in Warranty Deed dated May 4, 1988 from Raymond K. McGee to James H. Archer, which is recorded in the Office of Clerk, Emanuel Superior Court in Deed Book 7, page 262-264.

Said Parcels 1 through 5 are the same as those described in an Easement dated June 22, 1978 from Thelma M. Peebles to Larry James Canady and William Arthur Youngblood, III which is recorded in the Office of Clerk, Emanuel Superior Court in Deed Book HB, pages 810-811.

Parcel 6: All that tract or parcel of land lying, situate and being in the 53<sup>rd</sup> G.M. District of Emanuel County, Georgia, containing 0.060 acres, designated as a Perpetual Easement fronting a distance of 55.60 feet on the Southern side of Panther Road (County Road #601) and a distance of 56.32 feet on the Eastern side of Overstreet Road (County Road #399) as shown on plat of survey dated January 7, 2013, made by George William Donaldson, Surveyor, which is recorded in the Office of Clerk, Emanuel Superior Court in Plat Book 22, page 391 to which reference is made as a part of this description. Said property is bounded now or formerly as follows: North by Panther Road (County Road #601); East by lands of Sammy T. Coppock and Eva J. Coppock as shown on the afore referenced plat of survey; South by lands of Sammy T. Coppock and Eva J. Coppock as shown on the afore referenced plat of survey; and West by Overstreet Road (County Road #399).

ALSO: All wells, pipes, pumps, equipment, easements and other property used in connection with and known as part of the Dogwood Hill and Dogwood Hill Extension Water Systems located on or adjacent to County Road Number 399, Redbud Avenue, Laurel Street, Dogwood Drive, Wheeler Drive, Stevens Drive, Pine Tree Drive, and Rich Drive, together with the exclusive right to furnish water and sell same to the residences of Dogwood Hills Subdivision as conveyed by a memorandum entered into between Randolph C. Karrh and Harvey Stevens and Roy McGee.

Said Parcel 6 is a portion of that conveyed by Warranty Deed dated August 31, 1988 from Harvey P. Stevens to Dream Development, Inc., which is recorded in the Office of Clerk, Emanuel Superior Court in Deed Book 9 page 110.

Said Parcel 6 is a portion of that conveyed by Warranty Deed dated January 15, 1998 from Randolph C. Karrh to Harvey P. Stevens, which is recorded in the Office of Clerk, Emanuel Superior Court in Deed Book 5 page 618.

TO HAVE AND TO HOLD the said above granted and described property, with all and singular the rights, members and appurtenances thereunto appertaining, to the only proper use, benefit and behoof of the said Party of the Second Part, its successors and assigns, in FEE SIMPLE, and the said Party of the First Part the said bargained property above described unto the said Party of

the Second Part, its successors and assigns, and against the said Party of the First Part, its successors and assigns, and against all and every other person or persons, shall and will, and does hereby warrant and forever defend, by virtue of these presents.

IN WITNESS WHEREOF, the said Party of the First Part has hereunto set its hand and seal, and delivered these presents, the day and year first above written.

ROBIN L. ARCHER

d/b/a R&J WATER SYSTEMS

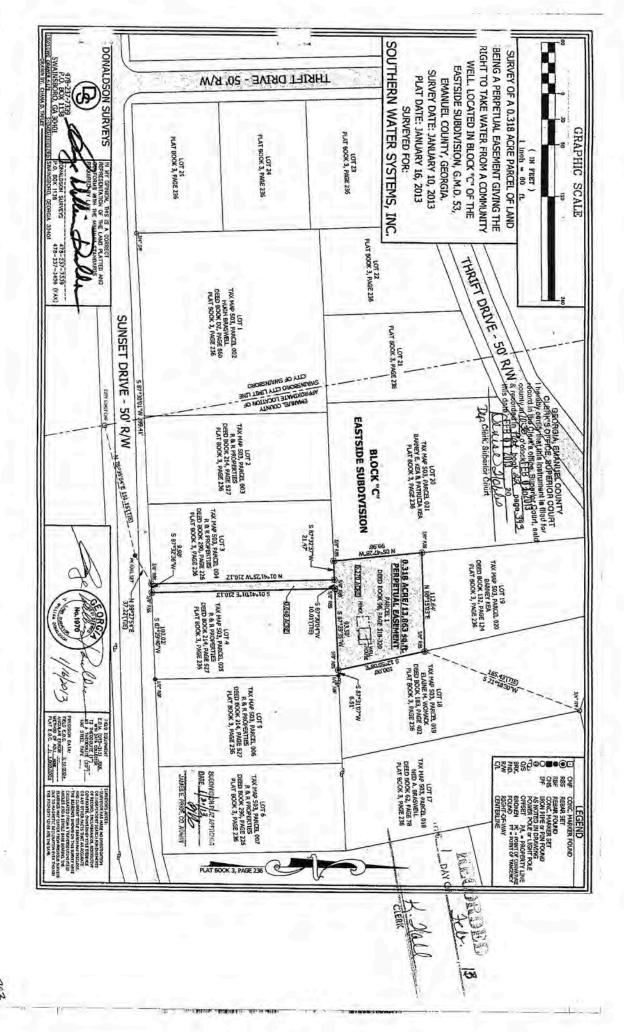
Signed, Sealed and Delivered in the Presence of:

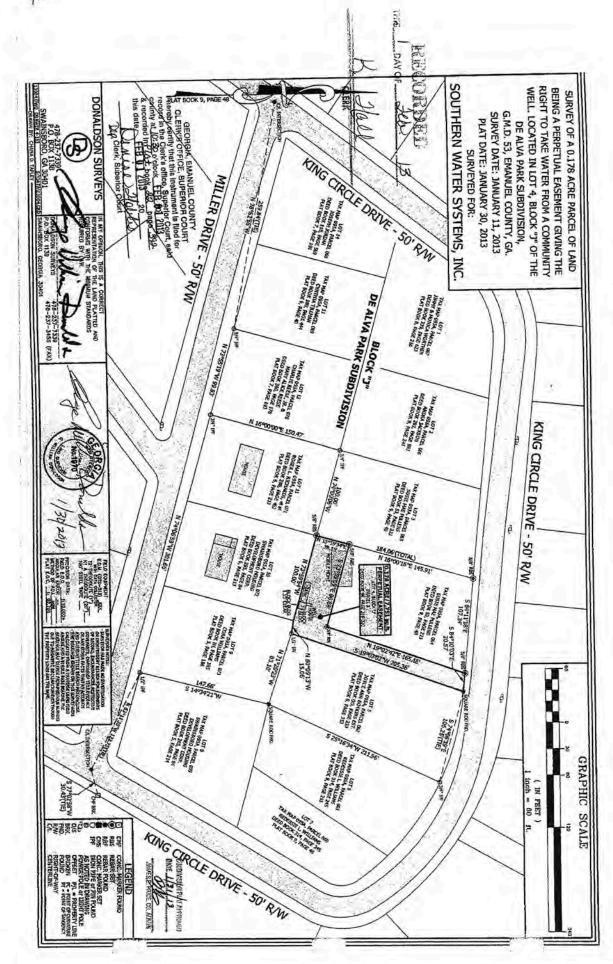
Witness/

Notary Public

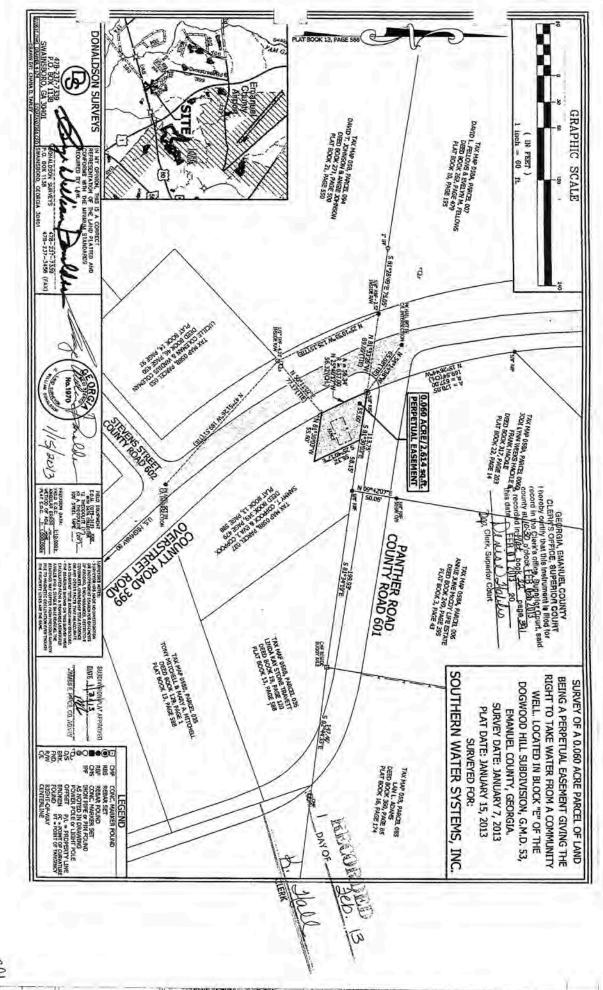
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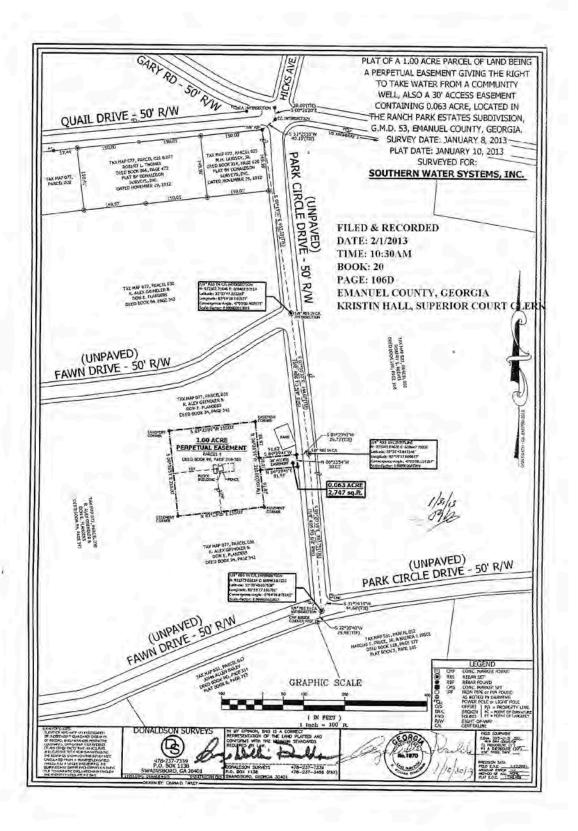


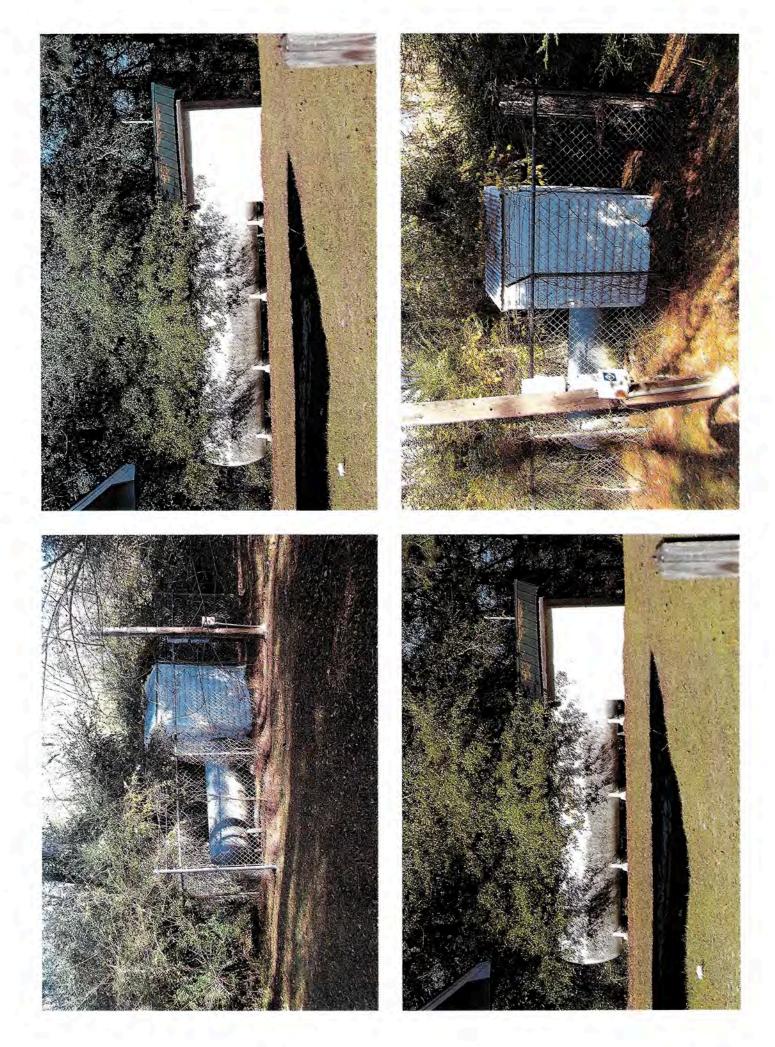




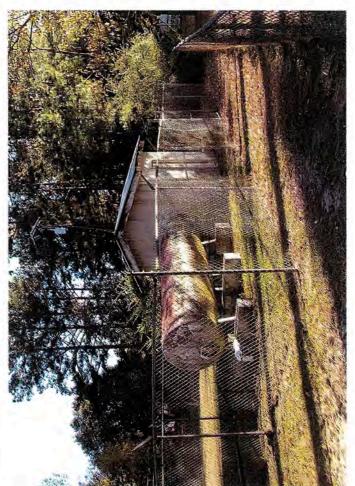


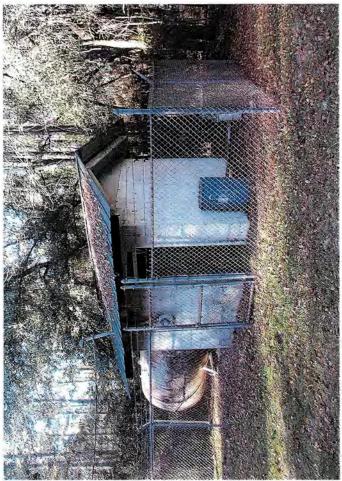




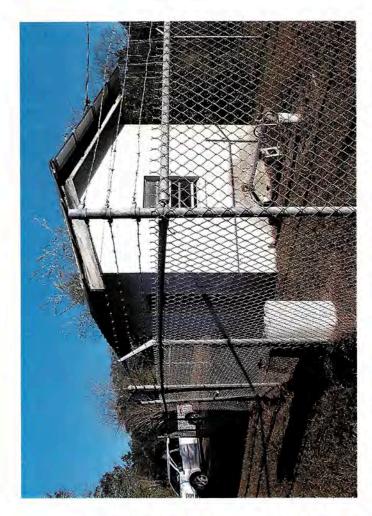


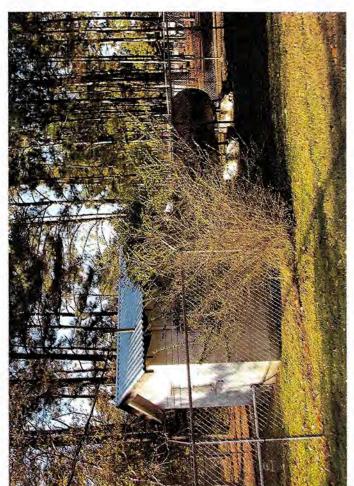






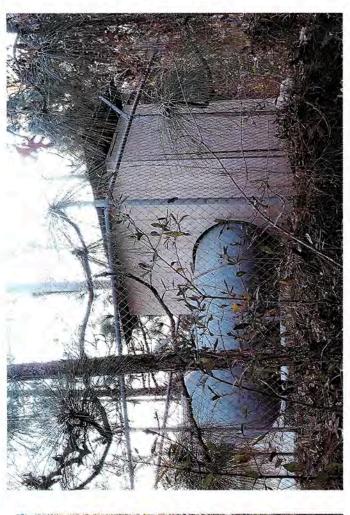


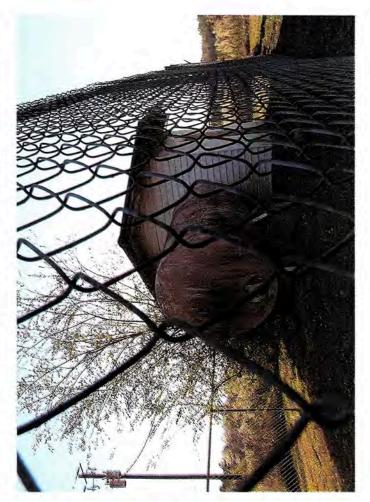


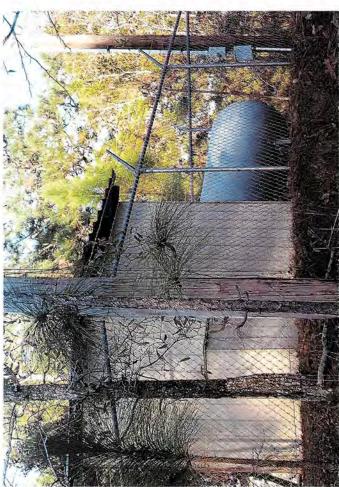


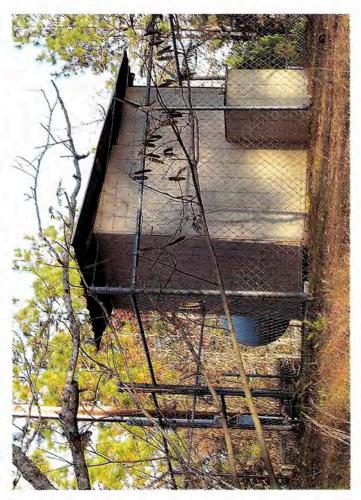


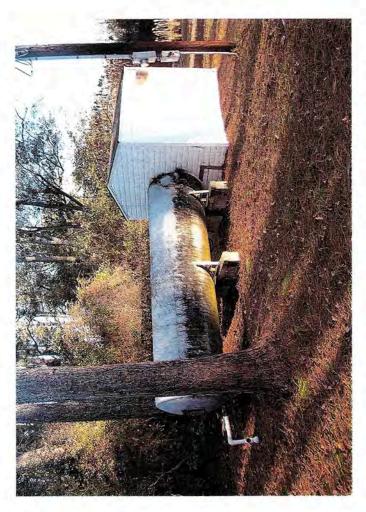


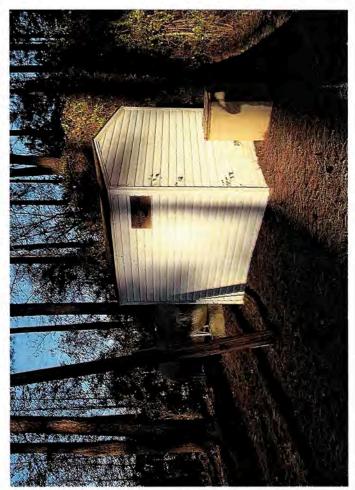


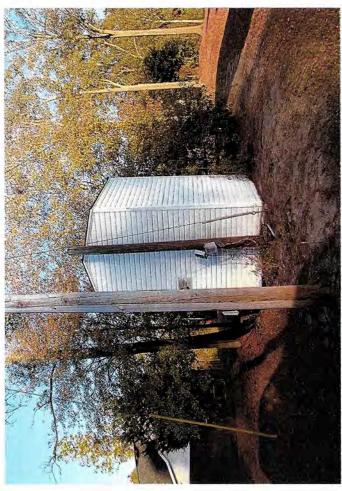


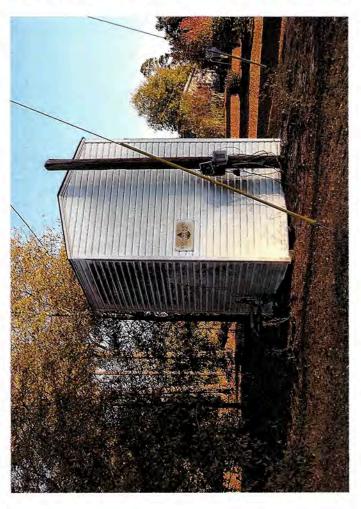


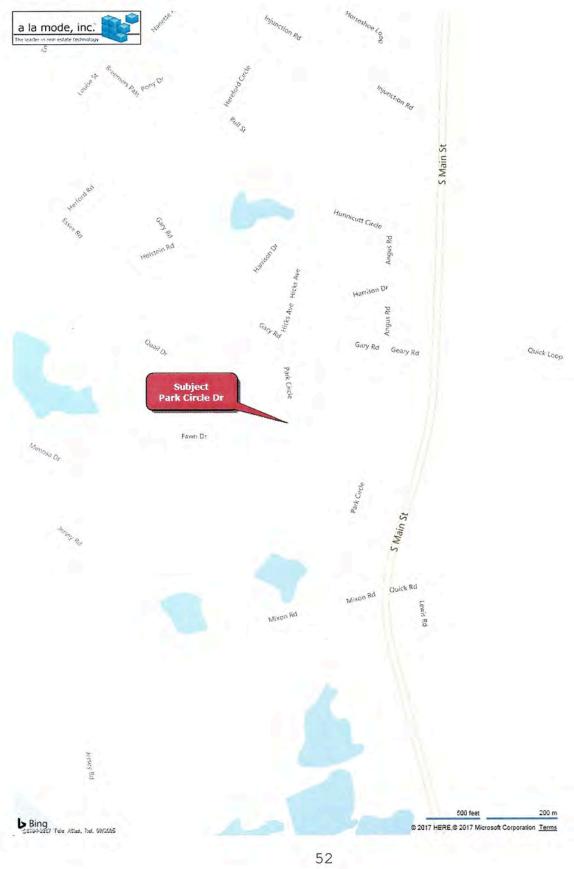


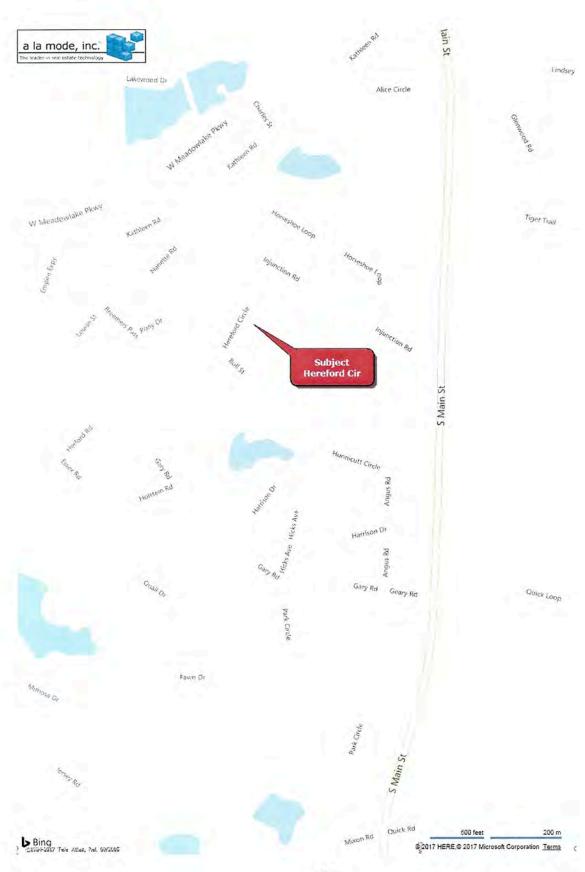


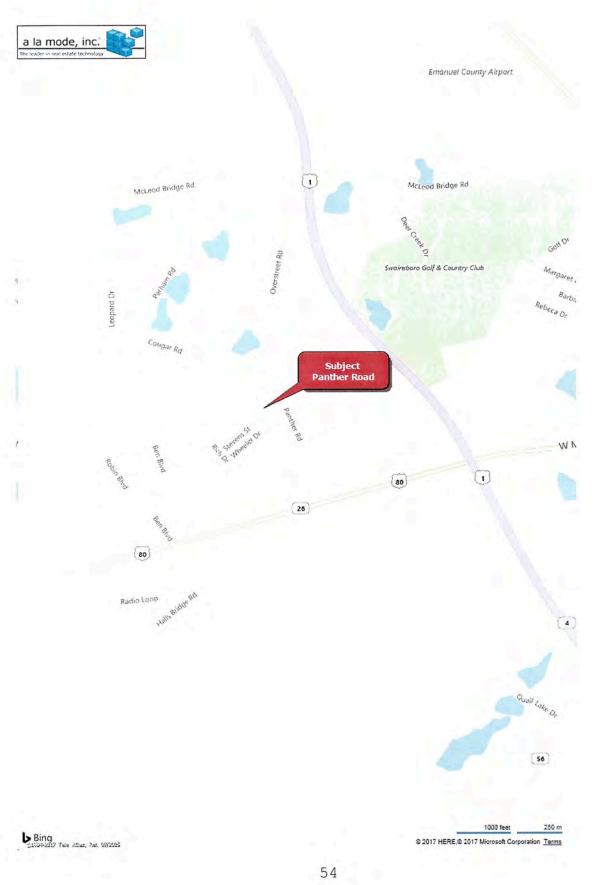


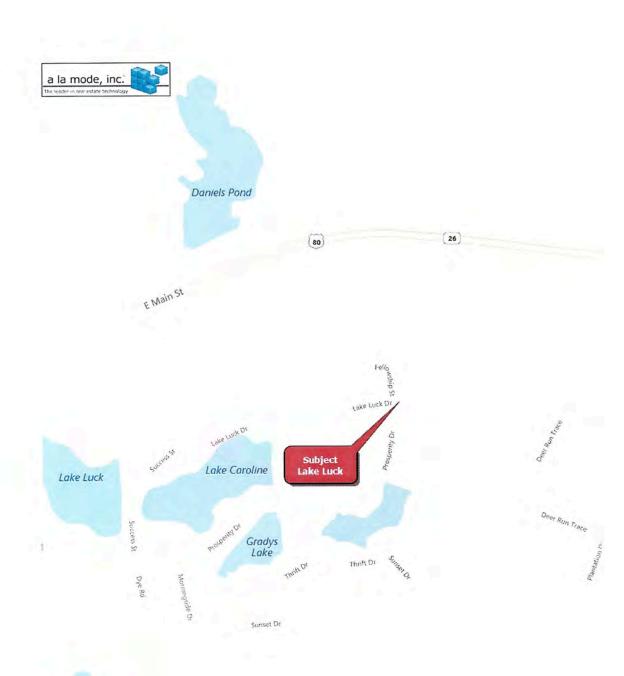






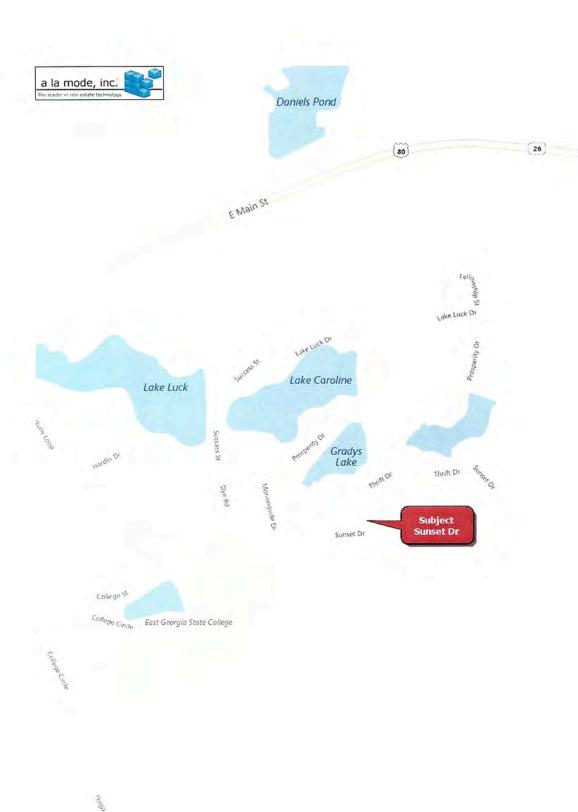




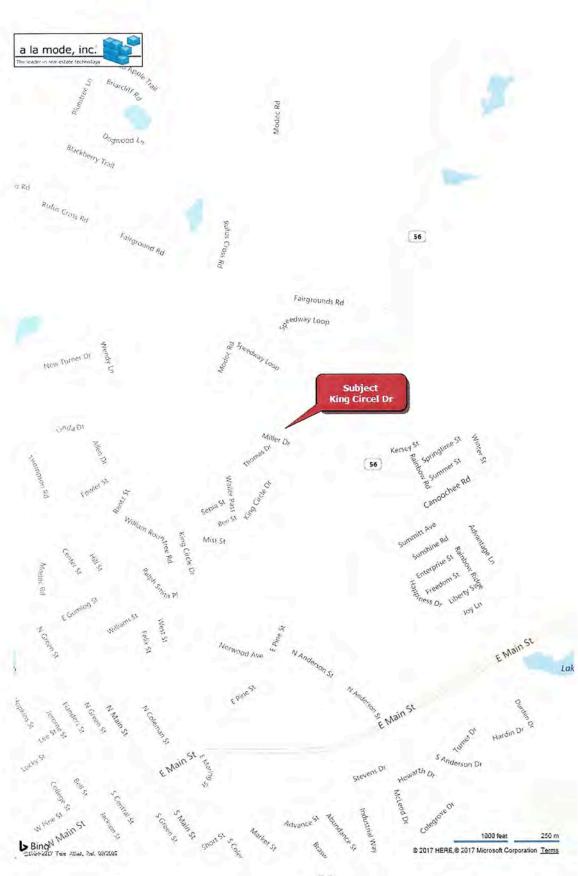


East Georgia State College

Bing SUBSTANT Tea Atlas, No. 10/2025 500 feet 200 m © 2017 HERE,© 2017 Microsoft Corporation <u>Terms</u>



Bing © 2017 HERE,© 2017 Microsoft Corporation Terms





South Auction Inc. 338 East Main Street, Swainsboro, GA 30401 478-455-1861

# PURCHASE AGGREMENT , 2024

As a result of the efforts of South Auction, Inc, herein, after referred to as "AUCTIONEER," the undersigned PURCHASER agrees to purchase, and the undersigned Seller agrees to sell, a private owned water system named Ranch Park of 91 +/\_ taps lying and being in <a href="Emanuel">Emanuel</a> County, Georgia, being all or a portion of that property being commonly identified on Tax Map <a href="S30 012">S30 012</a> and <a href="S30 002">S30 002</a>, together with all plants, trees, and shrubbery now on the premises; together with all improvements thereon and appurtenances thereto, collectively hereinafter referred to as the "Property" the portion or parcel to be purchased by Buyer being furthered identified as follows:

# **Property Address:**

The purchase price of the property shall be defined as follows: The high bid made by the purchaser plus a ten percent buyer's premium. The Buyer agrees to pay the Purchase Price of \$\_\_\_\_\_\_. The purchase price shall be paid in full, at closing.

For an outline of the financial terms of sale, see below.

Bidder	OUTLINE OF FINANCIAL TERMS OF SALE	Property
Number	High Bid	Number(s)
	Buyer's Premuim (10%) \$ -	
	Purchase Price** \$ -	
	Earnest Money \$ 10,000.00	
	Balance Due at Closing –	

#### 1. Purchase Price:

- A) PURCHASER'S obligation to close shall not be contingent upon PURCHASER'S ability to obtain financing.
- B) PURCHASER'S obligation to close shall not be contingent upon matters of survey or inspection, unless expressly noted herein, as all such matters should have been reviewed by PURCHASER prior to the closing of the auction.
- C) PURCHASER shall pay all closing costs.

# 2. Earnest Money:

PURCHASER agrees to pay to AUCTIONEER the sum of \$ 10,000, as EARNEST MONEY. Said EARNEST MONEY is to be promptly deposited into the AUCTIONEER'S esc row account or the escrow account of the closing attorney and is to be applied toward the purchase price at the time of closing. PURCHASER agrees and acknowledges that in the event he or she fails to execute the obligations contained in this agreement for any reason or no reason, this EARNEST MONEY shall constitute liquidated damages to be paid to the Seller. The Seller agrees that, in the event he or she is awarded the EARNEST MONEY as liquidated damages, the AUCTIONEER shall be compensated as outlined in the Seller/Auctioneer Engagement Contract.

# 3. Disbursement of Earnest Money:

AUCTIONEER is authorized to disburse the EARNEST MONEY upon the following events:

A) The Closing of the Transaction;

- B) A subsequent written agreement between PURCHASER, seller, and AUCTIONEER;
- C) An order of a Court having jurisdiction over any dispute involving the earnest money;
- D) Failure of Purchaser to consummate the transaction due to no fault of Seller;
- E) Failure of the Seller to consummate the transaction due to no fault of PURCHASER;
- F) If any dispute arises between PURCHASER and Seller as to the final disposition of all or part of the EARNEST MONEY, AUCTIONEER may, in its sole discretion: 1) the AUCTIONEER can upon his/her reasonable knowledge of real estate law distribute said monies to the proper party 2) notify PURCHASER and Seller in writing that AUCTIONEER is unable to resolve such dispute and may interplead all or any disputed part of the EARNEST MONEY into the Emanuel County Superior Court, whereupon AUCTIONEER shall be discharged from any further liability with respect to the EARNEST MONEY deposit and shall be entitled to recover its fees and expenses, including attorneys' fees in connection with said interpleader from said EARNEST MONEY before it is distributed by the court. Both parties hereto release and discharge Auctioneer from any claims against Seller or PURCHASER related to the EARNEST MONEY and shall not seek damages from AUCTIONEER by reason of any other matter arising out of this contract or the transaction contemplated hereunder.

#### 4. Indemnify:

Both PURCHASER and Seller shall indemnify AUCTIONEER for and hold harmless AUCTIONEER from any costs, losses, liabilities, or expenses, including attorney fees resulting from AUCTIONEER being named as a party to any legal action resulting from either PURCHASER'S or Seller's failure to fulfill any obligations and undertakings as set forth in this Contract. Further, the Parties shall not bring legal action against AUCTIONEER for any decision of AUCTIONEER to disburse the EARNEST MONEY in accordance with the agreement set forth herein. The AUCTIONEER makes no representation or warranty as to fitness or merchantability of title to the above-described Property. AUCTIONEER has not conducted a title examination of the Property prior to the sale and, therefore, does not certify Seller's ability to transfer title of the Property free and clear of liens. AUCTIONEER shall have no liability to Seller or Purchaser in the event closing fails to take place due to there being title defects, encumbrances, or liens upon the Property that would prevent the sale from taking place as anticipated.

## 5. Deed Transfer:

The seller warrants that the seller has good and marketable title in and to all the above- described property and shall convey said property to the winning bidder subject only to:

- A) All taxes and assessments not yet due and payable;
- B) All ordinances;
- C) All easements and other matters of record;
- D) All matters that would be disclosed by a current, accurate survey, and inspection of the property.

#### 6. Title Examination:

PURCHASER shall have reasonable time after date hereof in which to examine title and to furnish Seller with a written statement of objections affecting the marketability of said title. Any such objections shall be made known to Seller at least five days prior to closing. Seller shall have reasonable time after receipt of such objections to satisfy all valid objections and, if Seller fails to satisfy such valid objections within a reasonable time, then at the option of PURCHASER, evidenced by written notice to Seller, this contract may be deemed null and void, and PURCHASER'S EARNEST MONEY may be returned.

# 7. Mutual Agreement:

Seller and PURCHASER agree that such documents as may be legally necessary to carry out the terms of this contract shall be executed and delivered by such parties. All parties agree that time is of the essence when providing said necessary documents.

# 8. Legal Jurisdiction and Waiver of Jury Trial:

Seller and PURCHASER agree that any dispute arising under the terms and conditions of this purchase agreement or auction agreement shall be heard in the Superior Courts of Emanuel County, Georgia. Both PURCHASER and Seller, by execution of this agreement, and regardless of their state or county of residence, submits themselves to the jurisdiction of the Superior Courts of Emanuel County, Georgia for resolution of any and all disputes arising under the terms and conditions of this purchase agreement and agree that both jurisdiction and venue shall be proper in the Superior Courts of Emanuel County, Georgia. Both parties hereto irrevocably waive, to the fullest extent permitted by applicable law, any and all right to trial by jury in any legal proceeding arising out of or relating to this Agreement or the transactions contemplated hereby or thereby.

#### 9. Personal Property:

Seller may leave items of personal property on any or all of the said real Property at Seller's discretion. PURCHASER is entitled to ownership of any items of personal property left on the property as of the date of closing. Seller has no responsibility to remove any such items. Removal of such items, and any costs associated therewith, is the SOLE RESPONSIBILITY of the PURCHASER.

# 10. Rental Property:

Seller agrees to allow closing attorney to pro-rate rents collected by the seller for any period after transfer of ownership. Seller agrees to provide to South Auction a copy of any written leases. Seller agrees to complete a Rental Property Information Sheet that will be provided by AUCTIONEER. Seller agrees to allow closing attorney to withhold any security deposits from sellers proceeds if said security deposit is to be refunded under terms of an existing lease.

# 11. Terms and Conditions:

Seller and PURCHASER agree to all terms contained on the Website Terms and Conditions previously agreed to by the Purchaser when registering for the auction. All such terms and conditions are hereby merged and incorporated into this agreement and are attached as Exhibit "A" hereto.

#### **Special Stipulations**

- A. Real estate taxes, homeowner's association fees, rents, deposits, leases, etc., if applicable, on the Property, shall be prorated as of the date of closing.
  B. The Closing Date shall be on or before \_\_\_\_\_\_\_, 2024. Seller can unilaterally extend this purchase agreement for 45 days without PURCHASER or Seller signing a contract extension.
  C. All closings shall be conducted by: \_\_\_\_\_\_\_,
  D. All closing costs will be paid by the PURCHASER. Should PURCHASER desire to have title insurance or a title certificate issued when available, PURCHASER can negotiate for said services with the closing attorney.
- E. Possession of the Property shall be granted by Seller to PURCHASER immediately after closing.
- **F.** PURCHASER agrees not to attempt to make any contact with a tenant of rental property prior to closing.
- **G.** Property is sold "AS IS" and Seller makes no warranty as to easements, leases, restrictions, covenants, conditions, zoning, and all other matters that would be revealed by an inspection of the Property or which are contained in public records. PURCHASER acknowledges they will not be provided with any lead based paint disclosures, property disclosures, property inspection reports, etc. PURCHASER has had an opportunity to inspect the Property, and PURCHASER further acknowledges they were solely responsible for conducting any desired inspections of the Property.

- **H.** In addition to any other rights of the Seller to extend hereunder, Seller may unilaterally extend the closing date of this contract for an additional forty-five (45) days, if necessary, in order to cure title defects or liens that might be an impediment to closing.
- **I.** South Auction, Inc, Auctioneer/broker, is acting exclusively as agent for the Seller.
- **J.** Time is of the essence of this agreement.
- K. If the property is destroyed or substantially damaged prior to closing, the SELLER shall give notice to the PURCHASER within a timely manner. The SELLER shall provide the PURCHASER with all information regarding the availability of insurance and the deposition of any insurance claim. At the election of the PURCHASER: (A) The PURCHASER and SELLER may terminate this agreement within a (14) day period of the notice of damages without any penalty and earnest money shall be returned to the PURCHASER. (B) PURCHASER may consummate the contract and receive such insurance proceeds as may be paid on the claim of loss. This election is to be exercised within ten (14) days after the amount of Seller's damage is determined.

PURCHASER	SELLER
Signature: Purchaser	Signature: Seller
Print Purchaser's Name	Print Seller's Name
Address	Address
City, State, Zip	City, State, Zip
Cell Phone Number	Cell Phone Number
Email Address	Email Address
Please describe below how property wil information on financial institution:	e purchased (cash or financed). If you plan to finance, give all
Signature: George R Lane	Binding agreement date of contract

SOUTH AUCTION, Inc ----- AUCTIONEER – Firm H-64297/GAL 3022/Real Estate License 279973

# **EXHIBIT A**

# WEBSITE AUCTION TERMS AND CONDITIONS

South Auction Inc., its agents, employees, and officers are hereinafter referred to as the AUCTIONEER.

NOTICE – All bidders must read and agree to the terms and conditions prior to bidding. If you are the winning bidder, you are required to close on the property.

# **Important Terms:**

- The AUCTIONEER reserves the right to bid on behalf of the seller.
- The purchaser agrees to mail a 20% earnest money deposit based on the purchase price of the property within 24 hours of the completion of the auction. The remaining balance shall be due at closing.
- A 10% buyer's premium will be added to your final bid. There will be a \$1500 minimum buyer's premium on each property.
- The purchaser will pay all closing costs.
- If you are the winning bidder and do not close on the property, the seller can sue you in a court of law.
- The seller has the right to accept or deny the winning bid achieved on the auction.
- South Auction represents ONLY the SELLER. As a bidder, you are NOT represented by South Auction
- New bidders will be charged \$1.00 to register. A third part processor handles all credit card transactions. The auctioneer is not responsible for credit card privacy and security.

## TERMS AND CONDITIONS:

The Terms and Conditions apply to all properties offered in this auction. All Bidders must read these terms before bidding on the auction. By bidding in the auction, you are acknowledging that you have read and agree to these terms and conditions and are responsible for closing on the property if you are the winning bidder. All winning bidders will be required to sign a real estate purchase contract.

## **Bidder Verification:**

All bidders credit cards will be verified. South Auction reserves the right to ask any

registered bidder for a bank letter of credit prior to or during the bidding period. South Auction may ask for a bank letter of credit on a per bidder and/or per-property basis. South Auction reserves the right to suspend bidding privileges for any or no reason either before, during, or after the auction with no notice to the bidder. South Auction reserves the right to refuse service to any person. If a bidder is called or text messaged during the auction and does not respond to a text or call, their bidding privileges will be suspended until they have talked to an auction company representative.

# **Due Diligence:**

All property is being sold AS-IS, WHERE-IS, and with all faults. All property is being sold subject to the following:

- (1) All taxes and assessments not yet due and payable:
- (2) All ordinances:
- (3) All easements and other matters of record;
- (4) All covenants, conditions, and restrictions of record;
- (5) All matters that would be disclosed by a current, accurate survey, and inspection of the property.

# **Inspection of Property:**

It is the bidder's responsibility to determine if the information contained herein is accurate. The property is open to thorough public inspection, and we highly encourage an inspection of the property prior to bidding. Contact the auctioneer before inspecting the property. Bidder must conduct and rely on their own inspection and investigation to determine the condition of the property. All inspections are at your own risk. The purchaser acknowledges that they are bidding on this property without being provided a seller's property disclosure and a lead-based paint disclosure. Purchaser further acknowledges that the seller nor the auctioneer makes any guarantees as to the suitability of any properties for a well or septic tank.

# **Buyer's Premium:**

A 10% buyer's premium will be added to the high bid to arrive at the purchase price. A \$1,500 minimum buyer's premium is in place.

# **Earnest Money Deposit:**

Earnest money deposit must be mailed or wired to the auction company within 24 hours of the auction closing. If needed, the auctioneer will supply wiring instructions.

#### Mail to:

South Auction, 338 East Main Street Swainsboro, GA 30401

#### **Auction End Time:**

\*IMPORTANT\* This auction has an extended bidding feature. If a bid is placed on any property within the last 5 minutes of the auction, that will trigger the extended bidding feature on ALL properties. The bidding on ALL properties will remain open until the bidding is quiet for 5 minutes on ALL properties. All bidders are strongly encouraged to watch YouTube videos posted on the auction website for further bidding instructions.

# **Closing Cost:**

All closing costs will be paid by the winning bidder.

# **Closing Attorney:**

The closing attorney shall be predetermined by the auctioneer.

## **Assessments:**

Purchaser agrees to continue any conservation use agreements, forest land protection agreements, or other easements that are in place. Any fines associated with the breach of said assessments will be the sole responsibility of the purchaser.

# **Internet/ Technical Issues:**

Any personal internet connection failures during the auction are the responsibility of the bidder. The auction will continue as normal and the item will be sold. The auctioneer shall not be held responsible for any technical issues that may cause missed bids or bids to not be received by the auctioneer.

## **Additional Terms:**

- 1) Auctioneer, nor the seller, guarantees that each auction sign is accurately placed on the property being sold.
- 2) All acreage referenced in brochures, signs, and online are estimated acres.
- 3) No personal property is included with any property unless specifically stated.
- 4) Any employees or agents of South Auction are allowed to bid on any South Auction property provided that they will pay a buyer's premium and follow all other protocols as would any other buyer.
- 5) The auction company may elect to limit or adjust bid increments.

#### WEBSITE AUCTION TERMS AND CONDITIONS

South Auction Inc., its agents, employees, and officers are hereinafter referred to as the AUCTIONEER.

NOTICE – All bidders must read and agree to the terms and conditions prior to bidding. If you are the winning bidder, you are required to close on the property.

# **Important Terms:**

- The AUCTIONEER reserves the right to bid on behalf of the seller..
- The purchaser agrees to mail a \$10,000 earnest money deposit FOR EACH SYSTEM within 24 hours of the completion of the auction. The remaining balance shall be due at closing.
- A 10% buyer's premium will be added to your final bid.
- The purchaser will pay all closing costs.
- If you are the winning bidder and do not close on the property, the seller can sue you in a court of law.
- The seller has the right to accept or deny the winning bid achieved on the auction.
- South Auction represents ONLY the SELLER. As a bidder, you are NOT represented by South Auction
- New bidders will be charged \$1.00 to register. A third part processor handles all credit card transactions. The auctioneer is not responsible for credit card privacy and security.

#### **TERMS AND CONDITIONS:**

The Terms and Conditions apply to all properties offered in this auction. All Bidders must read these terms before bidding on the auction. By bidding in the auction, you are acknowledging that you have read and agree to these terms and conditions and are responsible for closing on the property if you are the winning bidder. All winning bidders will be required to sign a real estate purchase contract.

## **Bidder Verification:**

All bidders credit cards will be verified. South Auction reserves the right to ask any registered bidder for a bank letter of credit prior to or during the bidding period. South Auction may ask for a bank letter of credit on a per bidder and/or per-property basis. South Auction reserves the right to suspend bidding privileges for any or no reason either before, during, or after the auction with no notice to the bidder. South Auction reserves the right to refuse service to any person. If a bidder is called or text messaged during the auction and does not respond to a text or call, their bidding privileges will be suspended until they have talked to an auction company representative.

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- (2) All ordinances;
- (3) All easements and other matters of record;
- (4) All covenants, conditions, and restrictions of record;
- (5) All matters that would be disclosed by a current, accurate survey, and inspection of the property.

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minutes on ALL properties. All bidders are strongly encouraged to watch YouTube videos posted on the auction website for further bidding instructions.

# **Closing Cost:**

All closing costs will be paid by the winning bidder.

# **Closing Attorney:**

The closing attorney shall be Jerry Cadle PC Swainsboro GA.

#### **Internet/ Technical Issues:**

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- 3) No personal property is included with any property unless specifically stated.
- 4) Any employees or agents of South Auction are allowed to bid on any South Auction property provided that they will pay a buyer's premium and follow all other protocols as would any other buyer.
- 5) The auction company may elect to limit or adjust bid increments.
- 6) The auction company has the right to charge the buyer a \$5000 non-performance charge on their supplied credit card if they do not complete their purchase of any property. By bidding in the auction all bidders agree to this charge.