

ONLINE ONLY AUCTION

Skelton Rd, Thomaston, GA

Contract Package

This Contract Package includes disclosures and documents that will require your signature. These documents may include, but are not limited to the following documents:

Important Auction Information
Online Bidding Tips and Increments
Contract of Sale
Exhibit "A" – Terms and Conditions
Waste Boundary Plan
Certification of Closure
Deed

Questions?

Email us at info@terryhowe.com or call 864.268.4399

Purchaser Initials _____

terryhowe
& associates, inc.
www.terryhowe.com

Important Auction Information

Seller: Upson County, Georgia

Auction Type: Online Only

Bidding Ends: March 22, 2022.

(See Extended Bidding section in Terms and Conditions for information about 5-minute extensions to end time.)

Buyer's Premium: 15% added to Bid Price

Earnest Money Deposit: \$5,000.00 or Full Purchase Price plus closing costs, whichever is less.

Closing Date: on or before April 21, 2022.

Closing Costs: \$525.00 Closing Attorney Fee & Deed Preparation & Deed Recording Fee

\$35.00 Auction Coordination Fee

\$560.00 Total Closing Costs, plus deed stamps

Deed Stamps - \$1.00 per \$1,000.00 of purchase price

If you purchase multiple auction lots, each auction lot will be considered a separate transaction.
We cannot combine contracts.

Closing Attorney Contact Information: Paschal A. English, Jr.
The English Law Group, LLC
1436 Highway 19 North
Thomaston, GA 30286
paschal@englishlawgroupllc.com
706-648-0070

Auctioneer's Notes: This property is a former inert landfill. It has been closed per the enclosed information from the Georgia EPD. Property will be conveyed by Limited Warranty Deed. No title search has been performed.

Links to GIS maps are for informational purposes only. GIS maps are NOT a survey; lines are only an approximation.

All contracts will be sent to purchasers after the close of bidding on all lots in the auction.

IMPORTANT!

If you do not have the money to purchase this property, please DO NOT BID!

This sale of this property is not contingent on your ability to obtain financing.

This property may or may not qualify for financing.

You should discuss the purchase with your lender before bidding on the property.

By bidding, you are entering into a binding agreement that you agree to and will abide by all terms and conditions of the auction.

Purchaser Initials _____

Online Bidding Tips

We want to make your experience at the auction enjoyable and easy to understand. Here are some tips that will help you.

Learn about the property

1. Read all the information about the property on our website at www.terryhowe.com.
2. Watch the video about the property. It often has additional information and disclosures that may not be in the written description.
3. Read this *Contract Package* completely. Email or call us if you have any questions.
4. Be sure to visit the property during the scheduled inspection time.

Register and bid early!

Please do not wait until the last 10 minutes before the auction closes to register and place your first bid. If any of your information is not correct, the online bidding system may not let you bid, and you may not have time to correct it before bidding ends.

The registration system requires a credit card. *Upon placing your first bid, this card is authorized for \$1.00, but is not charged. It is used for the purpose of identity verification.*

If you do not have a credit card, please contact us to discuss alternate arrangements.

Additional Questions?

Email us at info@terryhowe.com or call us at 864.268.4399. We are here to help.

This sale of this property is not contingent on your ability to obtain financing. You should discuss the purchase with your lender prior to bidding on the property.

Online Auction Bidding Increments

\$100.00 to \$500.00	\$10.00
\$500.01 to \$1,000.00	\$25.00
\$1,000.01 to \$2,000.00	\$50.00
\$2,000.01 to \$5,000.00	\$100.00
\$5,000.01 to \$25,000.00	\$250.00
\$25,000.01 to \$50,000.00	\$500.00
\$50,000.01 to \$150,000.00	\$1,000.00
\$150,000.01 to \$250,000.00	\$2,500.00
\$250,000.01 to \$1,000,000.00	\$5,000.00
\$1,000,000.00 +	\$10,000.00

Purchaser Initials _____

Contract of Sale

The undersigned _____ (name(s) as you want it to appear on deed, please spell clearly), hereafter called Purchaser, agrees to buy and the undersigned **Upson County Georgia**, hereinafter called Seller agrees to sell all that lot or parcel of land, with the buildings and improvements thereon, if any, located in Upson County, Georgia, and being identified as _____

_____ and having Tax Parcel Identification # _____

This Contract is subject to all the terms and conditions herein in addition to the terms and conditions as contained in that certain Terms and Conditions, attached hereto and incorporated in its entirety as Exhibit "A".

\$ _____	Bid Price	\$ _____	Total Amount Due
\$ _____	15% Buyer's Premium		
\$ _____	Contract Sales Price	\$ _____	Earnest Money Deposit
\$ 500.00	Deed Prep and Closing Fees	\$ _____	Cash Due at Closing
\$ _____	Deed Stamps		
\$ 25.00	Deed Recording Fee		
\$ 35.00	Auction Coordination Fee		

It is understood that property is subject to all reservations, easements, rights of way, and restrictive covenants, of record, or on the premises, and all government statutes, ordinances, rules and regulations. The described property is to be sold in "as is, where is" condition without warranty either expressed or implied by the Seller or Auctioneer.

A Limited Warranty Deed will be prepared in the name of _____, and delivered at the offices of The English Law Group, LLC, or other stipulated place of closing, and the transaction shall be closed on or before _____ 2022.

A Limited Warranty Deed will be furnished by the Seller. The Purchaser shall be responsible for all closing costs, including preparation of the Quitclaim Deed and recording fees and any other customary closing costs incurred in connection with the purchase of the property, including but not limited to courier or overnight mail fees and wire transfer fees.

The Purchaser shall be responsible for any outstanding taxes, HOA fees, rents, and other assessments as of the date of closing. Any outstanding county liens on the property shall be included in the base bid amount.

The parties agree that this written Contract and the attached Terms and Conditions attached hereto and incorporated in its entirety as Exhibit "A" express the entire agreement between the parties, and that there is no other agreement, oral or otherwise, modifying the terms hereunder, and that the Contract shall be binding on both parties, their principles, heirs, personal representatives, successors, and assigns forever.

Signatures below signify acceptance of all terms and conditions stated herein and attached hereto, and shall become a binding contract for purchase and sale of real property with a binding agreement date of _____ 2022. The binding agreement date shall be defined as the date the Purchaser has executed the Contract of Sale and the Terms and Conditions.

Purchaser _____ **Date** _____ **Witness** _____

Printed Name _____ **Phone** _____

Purchaser _____ **Date** _____ **Witness** _____

Printed Name _____ **Phone** _____

Seller _____ **Date** _____ **Witness** _____

Exhibit "A" Terms and Conditions

Agency: The Auctioneer is an agent of the Seller in this transaction. The Bidder is considered a Customer of the Auctioneer and the Auctioneer will not act as your agent. The Auctioneer will receive valuable consideration for its efforts as agent in this transaction from the Seller.

Auctioneer will not discriminate based on race, color, creed, religion, sex, national origin, age, handicap or familial status and will comply with all federal, state and local fair housing and civil rights laws and with all equal opportunity requirements.

Registration: All Bidders must register with the Auctioneer. By registering and bidding, the Bidder acknowledges that he/she has read and agrees to the Real Estate Online Terms and Conditions as well as the Contract Package. The Bidder agrees to sign the Contract of Sale and other documents related to the transaction, pay the required earnest money deposit, and close the transaction if he/she is determined to be the highest Bidder.

Bidder Verification: The identity of all Bidders will be verified. A Visa or MasterCard is required to register. No charges will be made to your card unless you are determined to be the winning Bidder, and you fail to execute the Contract of Sale and pay the required earnest money deposit.

Contract Package: Documents that will require your signature will be included as a part of the Contract Package. These are available in the auction listing at www.terryhowe.com. These documents may include, but are not limited to the following documents: Agency Disclosure, Terms and Conditions, Contract of Sale, Survey or Plat, Tax Map, Restrictive Covenants, Lead Based Paint Brochure, Lead Based Paint Disclosure Form, Sellers' Property Disclosure (residential property only), Termite Inspection Report, Appraisal, Home Inspection Report, Estimates of Repairs, Reports of Completed Repairs, Zoning, Bidding Increments, and other documents pertaining to the sale and purchase of the property. All documents are not required for every auction. If they are not posted in the auction listing, they are unavailable.

Online Bidding: This is an online timed auction. There will not be a live auction. All bids must be placed online. The Auctioneer is not responsible for malfunctions or system errors, which cause a bid or bidder to fail to be recognized or registered.

Maximum Bid: When placing a bid under the Maximum Bid Column, the online bidding system will enter your bid as the next required bid and continue to bid for you up to your Maximum Bid amount. For example, if the next required bid is \$5,000.00, and you enter \$10,000.00, then the online bidding system will immediately enter your bid as \$5,000.00. The online bidding system will continue to bid up to \$10,000.00 on your behalf using the preset auction increments as other bidders place their bids.

If you are the high bidder at \$5,000.00 with a Maximum Bid of \$10,000.00, and another bidder places the next required bid of \$5,250.00, then the online bidding system will bid for you at the next increment of \$5,500.00, and so on. If at such time a bidder places a bid that is higher than your Maximum Bid, then you will be outbid. If you are not outbid, then it is possible that you may win the bid for an amount less than your Maximum Bid.

Extended Bidding: All online auctions have a scheduled ending time. All auctions have an extended bidding feature. Each auction will automatically extend if a bid is received in the last five (5) minutes prior to the scheduled ending time. For example: If an auction is scheduled to end at 1:00 PM, and a bid is received at 12:58 PM on an individual item, then the bidding will remain open on that item until 1:03 PM. The extended bidding will remain active until no additional bids are received in a five (5) minute time period.

Bidding Errors: If you mistakenly increase your own bid, place your bidder number in the bid field, or make any other gross bidding error, you must contact our office immediately by email. If an adjustment is made to your bid, you must remain the high bidder.

We will not reverse bids that have caused another bidder to be outbid. We will not reverse any bids after the auction has begun to close, no exceptions.

Purchaser Initials _____

Seller Initials _____

Server & Software Technical Issues: In the event there are technical difficulties related to the server, software or any other online auction-related technologies, the Auctioneer reserves the right to extend bidding, continue the bidding, or close the bidding. Neither the Auctioneer nor the online bidding software and service provider shall be held responsible for a missed bid or the failure of the software to function properly for any reason.

The Auctioneer reserves the right to cancel, suspend, extend or reschedule an individual item or auction event. The auctioneer reserves the right to make changes to the auction closing times or inspection or removal times. Email notifications will be sent to registered bidders with updated information as deemed necessary by the Auctioneer.

Contract Sales Price: The Contract Sales Price will be determined by adding your bid price and a Buyers' Premium equal to a percentage of the bid price together. The Buyers' Premium can vary for different auctions, and is disclosed at the beginning of these Terms and Conditions. Below is an example of how this calculation works using a fifteen percent (15%) Buyers' Premium.

Example:	Bid Price	\$100,000.00
	Buyers' Premium	<u>\$15,000.00</u>
	Contract Sales Price	\$115,000.00

Contract Execution: Within two (2) hours of the conclusion of the bidding, a Contract of Sale and other required documents will be emailed to the address provided at registration. Bidder will have twenty-four (24) hours from the conclusion of the auction to return all documents along with the required earnest money deposit. The earnest money deposit will be applied towards the purchase price. The Contract of Sale can be faxed, scanned, mailed overnight, or hand delivered to our offices at 1129 Locust Hill Road, Greer, South Carolina. Acceptable methods of payment for the earnest money deposit are: Cash (delivered in person to our offices), certified funds, bank check or wire transfer. Credit cards are not accepted for earnest money deposits. Successful Bidders not executing and returning the executed Contract of Sale with the earnest money within twenty-four (24) hours from the conclusion of the auction will be considered in default.

Failure to Execute Contract: At the discretion of the Auctioneer, a penalty of up to two thousand five hundred dollars (\$2,500.00) will be charged to the credit card provided at registration if you are determined to be the high bidder and fail to return the signed Contract of Sale and pay the required earnest money deposit within the required time period. Payment of the penalty shall not affect other remedies available to the seller for such failure.

Escrow Agent: Purchaser designates Terry Howe and Associates, Inc. to hold any earnest money deposit made in accordance with the purchase and sale of the property. Earnest money deposit may be held in an interest bearing account. Escrow Agent will retain any and all interest earned on the earnest money deposit.

No Contingencies: The property is being sold for cash. The earnest money is not considered an "option" payment. There are no contingencies for bank financing, inspections, repairs, or other conditions. The Bidder may use a lender, but it is recommended that you secure financing prior to bidding.

Closing: The balance of the sales price will be due on or before the designated closing date. The Seller reserves the right to extend the closing date an additional thirty (30) days, if necessary. The closing will take place at the offices of the closing attorney named above. The Purchaser will pay all closing costs. These costs will include, but are not limited to: attorney fees, deed preparation and wire transfer fees. The Deed will be furnished by the Seller, with the cost of preparation paid for by the Purchaser. Seller and Purchaser authorize their respective attorneys and the settlement agent to furnish to Listing Broker and Selling Broker copies of the closing disclosure, ALTA settlement statement, HUD1, or other settlement forms.

Closing Attorney: The closing attorney will prepare all documents pertaining to the closing. You can use your own attorney to review the documents; however, the closing will take place at the named closing attorney's office.

Purchaser Initials _____

Seller Initials _____

Default: In the event the purchase offer is accepted and the Purchaser fails to comply with the terms of the Contract of Sale and close the transaction on or before the scheduled closing date, the earnest money deposit will be forfeited, the contract will be canceled, and the Purchaser will relinquish any right to complete the transaction and shall have no rights or interest in the property. Forfeiture of the earnest money deposit shall not affect any other remedies available to the Seller for such failure.

Title: This property is being sold by Limited Warranty Deed only. No title search has been performed.

It is understood that the property is subject to all reservations, easements, rights of way, and restrictive covenants of record or on the premises, and to all government statutes, ordinances, rules and regulations. The described property is to be sold in "as is, where is" condition without warranty either expressed or implied by the Seller or Auctioneer.

Property Sold in "As Is" and "Where Is" Condition: The property will be sold by Seller to Purchaser on an "as is" "where is" and with all faults basis. Purchaser accepts all faults of the property whether known or unknown, presently existing or that may hereafter arise. Purchaser acknowledges and agrees that the Seller and the Auctioneer have not made, does not make and specifically negates and disclaims any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, either expressed, or implied, oral or written, past, present or future, or, as to, concerning or with respect to: (i) the value, nature, quality or condition of the property, including without limitation, the water, soil and geology; (ii) the income to be derived from the property; (iii) the suitability of the property of any and all activities, and uses which Buyer may conduct therefrom; (iv) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body; (v) the habitability, merchantability, marketability or fitness for a particular purpose of the property; (vi) the manner, quality, state of repair of the property; (vii) the existence of any view from the property or that any existing view will not be obstructed in the future; (viii) any other matter with respect to the property, and specifically, without limitation, the Seller has not made, does not make, and specifically disclaims any representation regarding compliance with the Americans with Disabilities Act or with any environmental protection pollution or land use laws, rules, regulations, orders or requirements, including solid waste (as defined by the U.S. Environmental Protection Agency regulations at 40 C.F.R., Part 261) or the disposal or existence, in or on the property of any hazardous substance (as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulations promulgated thereunder). Seller obtained this property by a tax sale deed and has not cut off the taxpayer's right of redemption. Seller cannot grant Purchaser access to property to conduct an inspection. Purchaser further acknowledges that Purchaser is relying solely on Purchaser's own investigation of the property and not on any information provided by or on behalf of Seller or Auctioneer.

Indemnification and Release: Purchaser and anyone claiming by, through or under Purchaser hereby fully and irrevocably release Seller and Auctioneer and their respective employees, officers, directors, representatives, and agents from any and all claims that Purchaser may have or hereafter acquire against Seller and Auctioneer, their employees, officers, directors, representatives and agents for any cost, loss, liability, damage, expense, demand, action or cause of action arising from or related to any construction defects, errors, omissions or other conditions, including environmental matters, affecting the property, or any portion thereof.

Property Taxes Disclaimer: Any property taxes' amounts listed in the Contract Package are for informational purposes only. These amounts are obtained through county websites, county tax assessor and/or county treasurer information. Oftentimes, these amounts are based on the previous tax year. Auctioneer makes no representation as to the accuracy of this information. Purchaser's actual tax amount may differ significantly from listed amount due to Purchaser's intended use and taxation status. Purchaser should conduct his or her own due diligence.

Additional Stipulations: Auctioneer reserves the right to email all registered Bidders any changes or additions to these Terms and Conditions.

Purchaser Initials _____

Seller Initials _____

Disclaimer: All information published, announced, or contained herein or in the online auction listing was derived from sources believed to be correct; however, neither the Seller nor Auctioneer guarantees it. It is highly recommended that you examine the documents for their accuracy and familiarize yourself with the property by any means available to you other than on-site inspection. The Seller has no right to authorize entry to the property. The failure of any Bidder to inspect or be fully informed as to the condition of the property, will not constitute grounds for any claim or demand for adjustment or withdrawal of bid, offer, or earnest deposit money after its opening tender.

Contract: You are entering into a binding contract and there are no refunds, bid cancellations or retractions. The Bidder is personally responsible, legally and financially for all auction items bid upon. Any Bidder, who fails to comply with the terms of the auction, sign the Contract of Sale and pay the earnest money deposit, and close the transaction, will be banned from bidding in future auction events and may be pursued for civil and/or criminal violations.

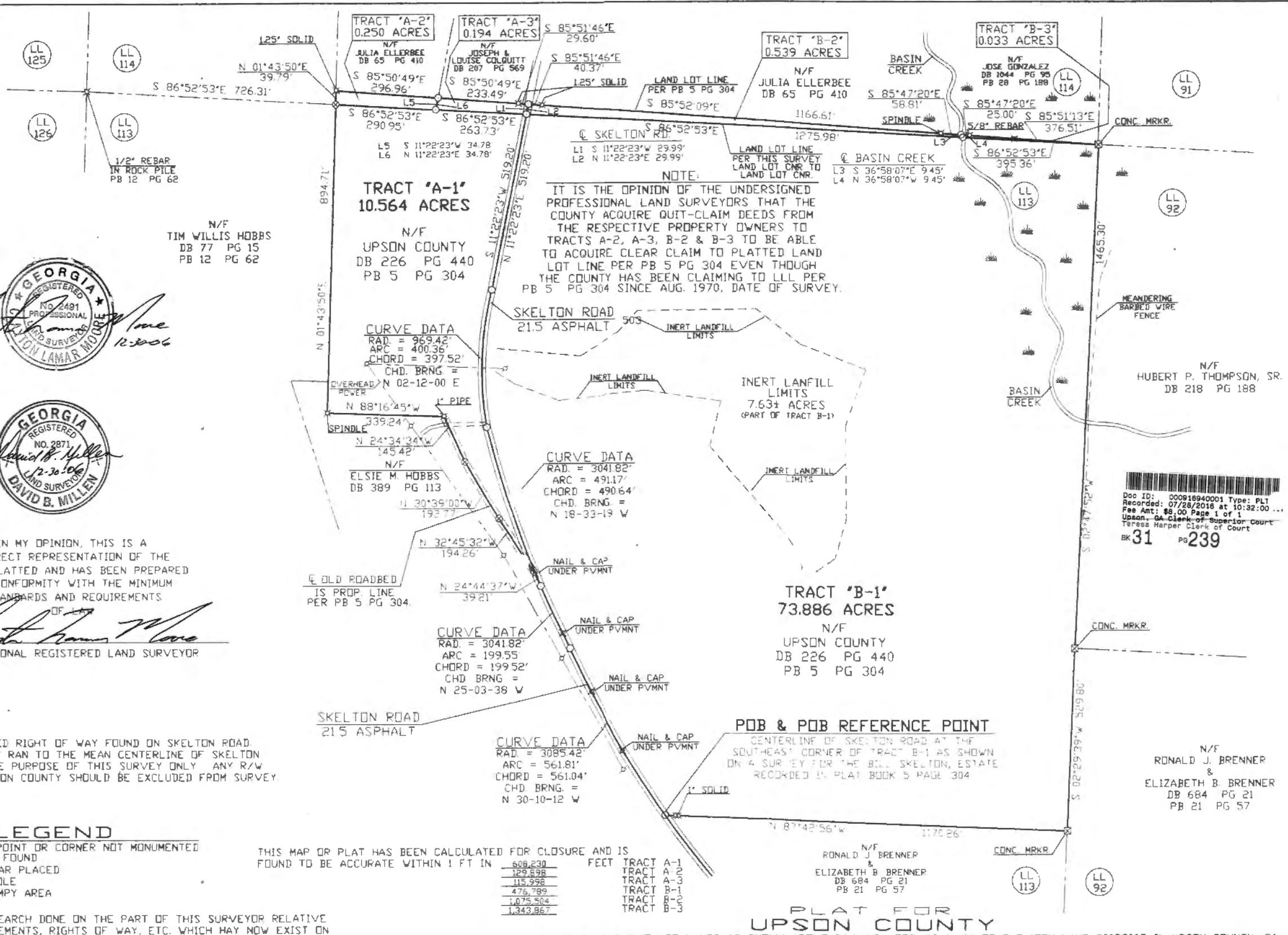
Terms and Conditions: This document is attached and hereto incorporated in its entirety as Exhibit "A", to the Contract of Sale.

Purchaser _____ **Date** _____ **Witness** _____

Purchaser _____ **Date** _____ **Witness** _____

Seller _____ **Date** _____ **Witness** _____

Seller _____ **Date** _____ **Witness** _____



Clayton L. Moore
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 2491
 GEORGIA
 12-30-06
 CLAYTON LAMAR MOORE

David B. Milten
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 2871
 GEORGIA
 12-30-06
 DAVID B. MILLEN

IN MY OPINION, THIS IS A CORRECT REPRESENTATION OF THE LAND PLATTED AND HAS BEEN PREPARED IN CONFORMITY WITH THE MINIMUM STANDARDS AND REQUIREMENTS OF THE PROFESSIONAL REGISTERED LAND SURVEYOR

NO RECORDED RIGHT OF WAY FOUND ON SKELTON ROAD. THIS SURVEY RAN TO THE MEAN CENTERLINE OF SKELTON ROAD FOR THE PURPOSE OF THIS SURVEY ONLY. ANY R/W CLAIMED BY UPSON COUNTY SHOULD BE EXCLUDED FROM SURVEY.

- LEGEND**
- SURVEY POINT OR CORNER NOT MONUMENTED
 - ⊗ IRON PIN FOUND
 - ⊕ 5/8" REBAR PLACED
 - ⚡ POWER POLE
 - WET/SWAMPY AREA

NO RESEARCH DONE ON THE PART OF THIS SURVEYOR RELATIVE TO EASEMENTS, RIGHTS OF WAY, ETC. WHICH MAY NOW EXIST ON SAID PROPERTY THAT DO NOT PHYSICALLY SHOW.

THIS MAP OR PLAT HAS BEEN CALCULATED FOR CLOSURE AND IS FOUND TO BE ACCURATE WITHIN 1 FT IN

608.230	FEET	TRACT A-1
129.698		TRACT A-2
115.998		TRACT A-3
476.789		TRACT B-1
1,075.504		TRACT B-2
1,343.867		TRACT B-3

ANGULAR ERROR IN THIS FIELD TRAVERSE NOT MORE THAN 00-00-23
 ANGULAR ERROR PER ANGLE POINT = 00-00-01
 LINEAR EDC IN THIS FIELD TRAVERSE BEFORE ANGULAR ADJUST. NOT MORE THAN 0.344 FT.
 REL. PRECISION IN THIS FIELD TRAVERSE BEFORE ANGULAR ADJUST. LESS THAN 1 FT. IN 22,509 FT.
 LINEAR EDC IN THIS FIELD TRAVERSE AFTER ANGULAR ADJUST. NOT MORE THAN 0.214 FT.
 REL. PRECISION IN THIS FIELD TRAVERSE AFTER ANGULAR ADJUST. LESS THAN 1 FT. IN 36,133 FT.
 TRAVERSE ADJUSTED BY COMPASS RULE.
 ANGULAR AND LINEAR MEASUREMENTS MADE WITH A TOPCON STS-301 TOTAL STATION.

NOTE:
 IT IS THE OPINION OF THE UNDERSIGNED PROFESSIONAL LAND SURVEYORS THAT THE COUNTY ACQUIRE QUIT-CLAIM DEEDS FROM THE RESPECTIVE PROPERTY OWNERS TO TRACTS A-2, A-3, B-2 & B-3 TO BE ABLE TO ACQUIRE CLEAR CLAIM TO PLATTED LAND LOT LINE PER PB 5 PG 304 EVEN THOUGH THE COUNTY HAS BEEN CLAIMING TO LLL PER PB 5 PG 304 SINCE AUG. 1970, DATE OF SURVEY.

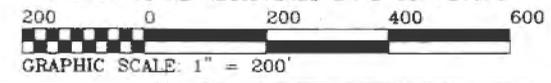
TRACT "B-1"
 73.886 ACRES
 N/F
 UPSON COUNTY
 DB 226 PG 440
 PB 5 PG 304

POB & POB REFERENCE POINT
 CENTERLINE OF SKELTON ROAD AT THE SOUTHEAST CORNER OF TRACT B-1 AS SHOWN ON A SURVEY FOR THE BILL SKELTON, ESTATE RECORDED IN PLAT BOOK 5 PAGE 304

N/F
 RONALD J. BRENNER & ELIZABETH B. BRENNER
 DB 684 PG 21
 PB 21 PG 57

PLAT FOR UPSON COUNTY
 REPRESENTING BOUNDARY SURVEY OF LANDS AS SHOWN ABOVE IN LAND LOTS 113 & 114 OF THE 15TH LAND DISTRICT IN UPSON COUNTY, GA. REFERENCE MADE TO EVIDENCE FOUND ON THE GROUND, DEEDS, AND PLATS RECORDED IN THE CLERK OF SUPERIOR COURT OFFICE, UPSON CO., GA.
 DATE OF SURVEY: DECEMBER 30, 2006
 DATE OF PLAT: JANUARY 8, 2007
 ONLY AUTHENTIC REPRODUCTIONS OF THIS PLAT BEAR SEAL AND SIGNATURE OF SURVEYORS.
MOORE & MILLEN LAND SURVEYING
 PROFESSIONAL REGISTERED LAND SURVEYORS

CLAYTON L. MOORE, P.R.L.S.
 484 TWINWOOD STREET
 THOMASTON, GEORGIA 30286
 706-648-2162



DAVID B. MILLEN, P.R.L.S.
 110 DEER CHASE ROAD
 THOMASTON, GEORGIA 30286
 706-648-4239

Doc ID: 00916940001 Type: PL1
 Recorded: 07/26/2018 at 10:32:00 ...
 Fee Amt: \$8.00 Page 1 of 1
 Upson - GA Clerk of Superior Court
 Teresa Harper Clerk of Court
BK 31 PG 239

MADE BY THE AUTHORITY OF ED TRICE, JR. 2007-101 PLAT OF SURVEY NO.

SOLID WASTE COMPLIANCE MANAGEMENT AND ENFORCEMENT SYSTEM

FILE

PBR
Upson County



RECEIVED

AUG 15 2016

DATE: August 10, 2016

**SOLID WASTE
MANAGEMENT PROGRAM**

Facility Name: Upson County - Skelton Road Inert landfill

Permit #: PBR-145-AUIL

EPD Associate (Initials) LM

Name: Lynette Murphy

Municipal

Industrial

Compliance Status

IN

OUT

SCH

COMPLIANCE MANAGEMENT AND ENFORCEMENT SCHEDULE

EVENT CODE	SCHEDULE DATE	ACTUAL DATE	COMMENTS
<u>300</u>	<u> </u>	<u>8/10/2016</u>	<u>Conducted</u>
<u>200</u>	<u> </u>	<u>8/11/2016</u>	<u>Resolved</u>
<u>500</u>	<u> </u>	<u>42593</u>	<u>Issued</u>

SYSTEM UPDATE:

MCOMPLY EVENT CODES

100	Comprehensive Compliance Inspection	200	Notice of Violation
10	Partial Compliance Inspection	210	Respond to NOV Letter
120	Complaint Investigation		
130	Follow Up Inspection		
140	Record Review	300	Enforcement Conference
150	In Closure Evaluation	310	Proposed Consent order
160	Post Closure Evaluation	320	Executed Consent Order
		330	Issue Administrative Order
		340	Issue Emergency Order
<input type="checkbox"/>	Surface Water Monitoring	350	Recommend Civil Action
<input type="checkbox"/>	Groundwater Monitoring	360	Recommend Criminal Action
		370	Enforcement Action Appealed
		380	Order Upheld/Overtured
181	Methane Gas Monitoring -- annual		
182	Methane Gas Monitoring -- semiannual		
183	Methane Gas Monitoring -- quarterly	400	Penalty Assessed
184	Methane Gas Monitoring -- monthly	410	Penalty Collected
185	Methane Gas Monitoring -- weekly	500	Return to Compliance

REG.MGR/SUPV. SH

MSWMP _____

DATA ENTRY



Ch
RECEIVED
8/24/16

Georgia Department of Natural Resources

Environmental Protection Division • West Central District

2640 Shurling Drive • Macon • Georgia 31211

Phone: 478/751-6612 • Fax: 478/751-6660

Richard E. Dunn, Director

August 11, 2016

RECEIVED

AUG 15 2016

**SOLID WASTE
MANAGEMENT PROGRAM**

Mr. Rusty Blackmon, Chairman
Upson County Board of Commissioners
106 East Lee Street, Suite 110
Thomaston, Georgia 30286

RE: Upson County Board of Commissioners
Closure of Skelton Road Inert Landfills
Permit No. PBR-145-AUIL
Upson County, Georgia

Dear Mr. Blackmon:

This letter will serve to confirm the enforcement conference held at our office on Wednesday, August 10, 2016 to discuss closure of the referenced facility. During the meeting, a closure certification was provided by the county's engineer and an updated plat and deed were provided reflecting the operation of the landfill. Receipt of this information satisfies the conditions of the Notice of Violation letter issued on July 19, 2016 and the file is being closed. The documentation is being forwarded to our Land Protection Branch in Atlanta for review and processing.

Upson County's cooperation in this matter is greatly appreciated. Should you have questions pertaining to this or any other matter, please contact Environmental Specialist Lynette Murphy or me at (478) 751-6612.

Sincerely,



Scott Henson
Program Manager
West Central District

cc: Mrs. Tamara Fischer, LPB – Letter, Data Tracking Sheet and Copy of Closure Documentation
Mrs. Melanie Henry, LPB – Letter

ATKINS

RECEIVED

AUG 15 2016

SOLID WASTE
MANAGEMENT PROGRAM

Registered Engineers Certification
Closed Inert Landfill
Skelton Road Inert Landfill
Thomaston, Upson County, Georgia
Permit PBR 145-AUIL

I certify that the subject inert landfill has been closed in compliance with the Rules for Solid Waste Management in Georgia, Chapter 391-3-4-06(3)(c). This certification is based on a site visit by personnel under my direct supervision, a deed modification survey prepared by Moore and Millen Land Surveying.

All of the information submitted as part of the closure package is, to the best of my knowledge and belief, true, accurate and complete.

NAME William F. Livingston, Jr., P.E.

SIGNATURE *William F. Livingston Jr.*

DATE 8-9-2016



RETURN TO:
Mallory & Trice
Attorneys at Law
P.O. Drawer 832
Thomaston, GA 30286

LIMITED WARRANTY DEED

GEORGIA, UPSON COUNTY:

THIS INDENTURE, made this 4 day of August, 2016, between **UPSON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, party of the first part, and **UPSON COUNTY, GEORGIA**, a political subdivision of the State of Georgia, party of the second part.

WITNESSETH:

That said party of the first part, for and in consideration of the sum of TEN DOLLARS AND ALL OTHER GOOD AND VALUABLE CONSIDERATIONS, the receipt and sufficiency whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto said party of the second part, its successors and assigns, the following described real estate:

All that tract or parcel of land, together with all improvements thereon, containing 73.886 acres, situate, lying and being on the easterly side of Skelton Road in Land Lot No. 113 of the 15th Land District of Upson County, Georgia, shown and designated as Tract "B-1" on that certain plat of survey entitled "Plat for Upson County", dated January 8, 2007, prepared by Clayton Lamar Moore and David B. Millen, Registered Land Surveyors, of record in Plat Record 31, page 239, in the Office of the Clerk of the Superior Court of Upson County, Georgia, which said plat, including the boundaries, metes, courses and distances of said real estate as shown and delineated thereon is by this reference incorporated herein in aid of this description. Said tract is more particularly described with reference to said plat as follows, to-wit: Begin at the northeast corner of Land Lot No. 113 of the 15th Land District and run thence in a southerly direction along the original east line of said Land Lot No. 113 south 02 degrees 47 minutes 52 seconds west a distance of 1,465.30 feet to a concrete marker; run thence south 02 degrees 29 minutes 39 seconds west a distance of 529.80 feet to a concrete marker; run thence north 87 degrees 42 minutes 56 seconds west a distance of 1,170.26 feet to the center line of Skelton Road; run thence in a northwesterly direction along the center line of Skelton Road along an arc to the right (having a chord bearing of north 30 degrees 10 minutes 12 seconds west a distance of 561.04 feet) an arc distance of 561.81 feet to a point; run thence in a northwesterly direction along the center line of Skelton Road along an arc to the right (having a chord bearing of north 25 degrees 03 minutes 38 seconds west a distance of 199.52 feet) an arc distance of 199.55 feet to a point; run thence north 24 degrees 44 minutes 37 seconds west a distance of 39.21 feet to a point; run thence in a northwesterly direction along the center line of Skelton Road along an arc to the right (having a chord bearing of north 18 degrees 33 minutes 19 seconds west a distance of 490.64 feet) an arc distance of 491.17 feet to a point; run thence in a northeasterly direction along the center line of Skelton Road along an arc to the right (having a chord bearing of north 02 degrees 12 minutes 00 seconds east a distance of 397.52 feet) an arc distance of 400.36 feet to a point; run thence north 11 degrees 22 minutes 23 seconds east a distance of 519.20 feet to an iron pin located on the original north line of Land Lot No. 113; run thence south 86 degrees 52 minutes 53 seconds east a distance of 1,275.98 feet to a point; run thence south 36 degrees 58 minutes 07 seconds east a distance of 9.45 feet to a point; and run thence south 86 degrees 52 minutes 53 seconds east a distance of 395.36 feet to the point of beginning.

This is a portion of the real estate conveyed to Upson County by deed of record in Deed Book 226, page 440, said Clerk's Office.

The above described property was used as a commercial landfill from August 1972 to November 2006. During that time the actual landfill which is delineated on the above referred to plat was used for the dumping of asphalt, concrete, leaves and limbs. This deed with the language contained in this paragraph is executed pursuant to the requirements of O.C.G.A. §44-5-48 and this paragraph shall be included in all future deeds conveying the above described property.

Said tract is conveyed and accepted subject to all easements, rights of way, and restrictions of record or in existence and current year taxes which are not yet due and payable.

TO HAVE AND TO HOLD the described property, with all and singular the rights, members, and appurtenances thereunto pertaining to the only proper use, benefit, and behoof of the said Party of the Second Part, its successors, legal representatives, and assigns, in fee simple; and the said Party of the First Part shall, by virtue of these presents forever warrant and defend unto Party of the Second Part, the said bargained property against all persons claiming by, through, or under Party of the First Part, but not otherwise.

IN WITNESS WHEREOF, the said Party of the First Part, acting by and through its duly authorized officers, has hereunto set its hand and affixed its seal, and delivered these presents, the day and year first above written.

UPSON COUNTY, GEORGIA

BY: *Rusty Blackston*
RUSTY BLACKSTON, Chairman

BY: *Ralph Ellington*
RALPH ELLINGTON, Commissioner

BY: *Frank Spraggins*
FRANK SPRAGGINS, Commissioner

BY: *Steve Hudson*
STEVE HUDSON, Commissioner

BY: *Lorenzo Wilder*
LORENZO WILDER, Commissioner

ATTEST:

[Signature]
County Manager
(SEAL) CLERK

Signed, sealed, and delivered
in the presence of the undersigned,
on the 4th day of August, 2016.

Janice Albritton
Witness

Janice Albritton
Notary Public, Upson County, GA
My Commission Expires: 7-14-2018

