



Rusty Lane, Owner 478.455.1861 rusty@southauctiongroup.com







338 E Main Street, Swainsboro, GA 478-419-1002

Hello,

The purchaser of tract one on the auction will have an option to lease an additional 153 acres of land. The option will be open for 24 hours after the purchase contract is signed and earnest money on the purchase has been received. This packet is designed to provide information about the additional land should the purchaser elect to enter into a lease. This lease will be between J B Gay and Sons Farm and the purchaser. South Auction will not be an agent in this transaction. Included in this lease packet you will find a sample lease that will be used, soil maps, and more that are important facts regarding the lease land.

Sincerely,

Lease Terms								
Irrigated	127 Acres	\$250 per Acre	\$31,750					
Non-Irrigated	17 Acres	\$75 per Acre	\$1,275					
Total 2024 Lease	-	-	\$33,025					



Rusty Lane Owner 478.455.1861

rusty@southauctiongroup.com

PAGE INDEX

Lease Info	3-10
Pivot Info	11-14
Soil Samples	15-28

LEASE INFO

FARM LEASE

STATE OF GEORGIA, EMANUEL COUNTY

THIS LEASE is entered into this _24 day of , _Ap.	ril_, 2024, between
John B. Gay - Landlord, of _Jenkins County	County, Georgia, and,
tenant, of	County, .

PROPERTY RIGHTS:

The landlord hereby leases to the tenant, to occupy and use for agricultural and related purposed, the following-described property:

127 acres of irrigated land – Old Garfield Road and Thrift Road, Garfield, GA
17 acres of non- irrigated land - Old Garfield Road and Thrift Road, Garfield, GA
Portion of Jenkins County Tax Parcel ID: 007 014
FSA #1572

TERMS OF LEASE:

1. Term:

The term of this lease shall be from <u>April 24, 2024</u>, to <u>Dec. 31, 2024</u>. The 2024 growing season. The Landlord and Tenant shall decide in January 2025 if the lease shall be extended and the terms of the agreement.

2. Rental payment:

The 2024 rental payment of \$33,025 shall be paid on or before May 3rd of 2024.



3. Right of Entry:

The landlord reserves the right to enter the farm at any reasonable time for purposes (a) of consultation with the tenant; (b) of making repairs, improvements, and inspections; (c) of developing mineral resources; and (d) after notice of termination of the lease is given, of plowing, seeding, fertilizing, and such customary seasonal work, none of which is to interfere with the tenant in carrying out regular farm operations. This right is also reserved to the landlord's agent, employees, and assigns.

4. Transfer of Farm:

If the landlord should sell or otherwise transfer title to the farm, such sale or transfer will be subject to the provisions of this lease.

5. Heirs and Successors:

The terms of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties. However, in the event the lease is for more than one year, the heirs or successors of the tenant shall have the option to give written notice of termination effective at the end of the lease year in which death occurs.

6. Right to Lease:

The landlord has the right to lease the farm, and so warrants to the tenant. Further the landlord will defend the tenant's possession against any and all persons whomsoever.

IMPROVING, CONSERVING, AND MAINTAINING THE FARM:

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

7. General Maintenance:

The tenant will maintain the farm during the tenancy in as good condition as at the beginning, normal wear and depreciation and damage from causes beyond the tenant's control excepted.

8. Good Husbandry:

The tenant will operate the farm in an efficient and husband like way, will do the plowing, seeding cultivating, and harvesting in a manner that will conserve the landlord's property.

9. Cropping Practices:

The tenant will not, without written consent of the landlord, (a) plow permanent pasture or meadowland, (b) cut live trees for sale or personal uses, (c) allow livestock other than the tenant's own on stalkfields or stubblefields, (d) burn or remove cornstalks, corncobs, straw, or other crop residues grown on the farm, (e) pasture new seedings of legumes or grasses in the year they are seeded, and (f) plant legumes on land not known to be thoroughly inoculated without first inoculating the seed.

10. Soil pH:

Tenant shall maintain a soil pH of at least 6.0 or higher on all cultivatable and pasture land.

11. Pasturing:

The tenant will prevent tramping of fields by stock and rooting by hogs when injury to the farm will be done.



12. Waste:

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

13. Fire Protection:

The tenant will not, without written consent of the landlord, house automobiles, motor, trucks, or tractors in barns, or otherwise violate restrictions in the landlord's insurance policy which restrictions the landlord shall make known to the tenant.

14. Replace losses:

The landlord will replace or repair as promptly as possible any building that may be destroyed or damaged by fire, flood, or other cause beyond the control of the tenant or make rental adjustments in lieu of replacements.

15. Noxious weeds:

The tenant will use diligence to prevent noxious weeds from going to seed on the farm and will destroy the same, and will keep the weeds and grass cut or destroyed on the fields, farmstead, roadside, and fence rows. Treatment of weed infestation and cost thereof shall be handled by tenant.

16. Maintenance of improvements:

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

17. Add improvements:

The tenant will not, without written consent of the landlord, (a) erect or permit to be erected on the farm any non-removable structure or building, or (b) incur any expense to the landlord for such purpose, or (c) add electrical writing, plumbing, or heating to any building and if consent is given, the tenant will make such additions meet standards and requirements of power and insurance companies.

18. Conservation practices:

The tenant will control soil erosion as completely as practicable by strip-cropping and by filing in or otherwise controlling small washes or ditches that may form.

19. Conservation structures:

The tenant will keep in good repair all terraces, open ditches, and inlets and outlets of tile drains, preserve all established watercourses or ditches including grass waterways and refrain from any operation or practice that will injure them.

20. Removable improvements:

Minor improvements of a temporary or removable nature which do no mar the condition or appearance of the farm may be made by the tenant at the tenant's own expense. The tenant may at any time this lease is in effect, or within a reasonable time thereafter, remove such improvements, provided that part of the farm from which they are removed is left in good condition.



21. Compensation for damages:

When the tenant leaves the farm, the tenant will pay the landlord reasonable compensation for any damages to the farm for which the tenant is responsible, except ordinary wear and depreciation and damages beyond the tenant's control.

22. Continuous occupancy:

The farm will be possessed and occupied continuously during the term of the lease by the tenant and may not be sublet without express written consent of landlord.

23. Surrender of possession:

The tenant agrees to surrender possession and occupancy of the premises peaceable at the termination of the lease.

MISCELLANEOUS PROVISIONS

24. No partnership created:

This lease shall not be deemed to give rise to a partnership relation, and neither party shall have authority to obligate the other without written consent.

25. Debts and accidents:

Each party agrees that the other party shall in no way be responsible for the debts of, or liabilities for accidents or damages caused by the other party.

26. Willful neglect:

Willful neglect, failure, or refusal by either party to carry out any substantial provision of this lease shall give the other party the benefits of any proceedings provided by law.

27. All USDA Farm Service Agency payments / allotments shall be paid to the tenant.

28. The tenant agrees that it will bear all risk of any liability from any and every claim, suit, judgment, and expense (including Attorney's fees) arising out of or in any way connected with its performance of this contract, including personal injury, death, and property damage. The tenant agrees that it will take over and defend all law suits in which the landlord is named a party that may arise out of the tenant's performance of this contract, and the tenant agrees to pay all judgments rendered against the landlord without any contribution or participation by the landlord, it being the intention and undertaking of the tenant to fully, completely, and totally defend, hold harmless, and indemnify landlord from any and every loss, cost, damage, and expense (including Attorney's fees) which might arise out of the tenant's performance of this contract. The tenant further agrees to maintain general liability insurance in the amount of \$500,000.00. A copy of said insurance policy and any renewals thereof shall be furnished to the landlord.

29. Notices: All notices, requests, demands and other communications to the Landlord or Tenant shall be made at the following addresses:

Landlord: 4720 THRIFT ROAD, GARFIELD, GA 3042:	5
Tenant:	

30. Special Stipulations:

- 1. The **TENANT** shall be responsible for maintenance of the diesel pump and motor.
- 2. The **TENANT** shall pay to **LANDLORD** \$1,200.00 for the approximately 450 gallons of diesel currently in the fuel tank that is servicing the diesel pump.
- 3. The **TENANT** shall pay the **LANDLORD \$885.00** for the soil samples completed on the lease land in March of 2024.
- 4. The **LANDLORD** shall be responsible for maintenance of all electric wells and pumps.
- 5. The **TENANT** shall be responsible for maintenance of all pivots.
- 6. The **LANDLORD** shall keep all pivots, wells and pumps insured.



LANDLORD:		
TENANT:		
IN WITNESS WHEI above written.	REOF, the parties have signed th	is lease on the date firs
	LANDLORD,	[seal]
Witness		
Notary Public		
	TENANT,	[seal]
Witness		
Notary I	Public	

PIVOT INFO

System Name: Pivot 3

Span #	Diameter	Length	Cumulative Length	
1	6 - 5/8" (168 mm)	180.17 ft	180.17 ft	
2	6 - 5/8" (168 mm)	178.92 ft	359.08 ft	
3	6 - 5/8" (168 mm)	178.92 ft	538.00 ft	
4	6 - 5/8" (168 mm)	178.92 ft	716.92 ft	
5	6 - 5/8" (168 mm)	178.92 ft	895.83 ft	
6	6 - 5/8" (168 mm)	178.92 ft	1074.75 ft	
7	6 - 5/8" (168 mm)	178.92 ft	1253.67 ft	
Overhang:	5 - 9/16" (141 mm)	47.00 ft	1300.67 ft	
End Gun:		3.00 ft	1303.67 ft	

1303.67 ft Total System Length: Number of Spans: 7 Available Outlet Count: 181 Degree of Sweep 216 degrees Endgun Throw: 100.00 ft System Wetted Area: 73.43 acres Corner Wetted Area: NA End Gun Wetted Area: 7.42 acres **Total Wetted Area:** 80.85 acres



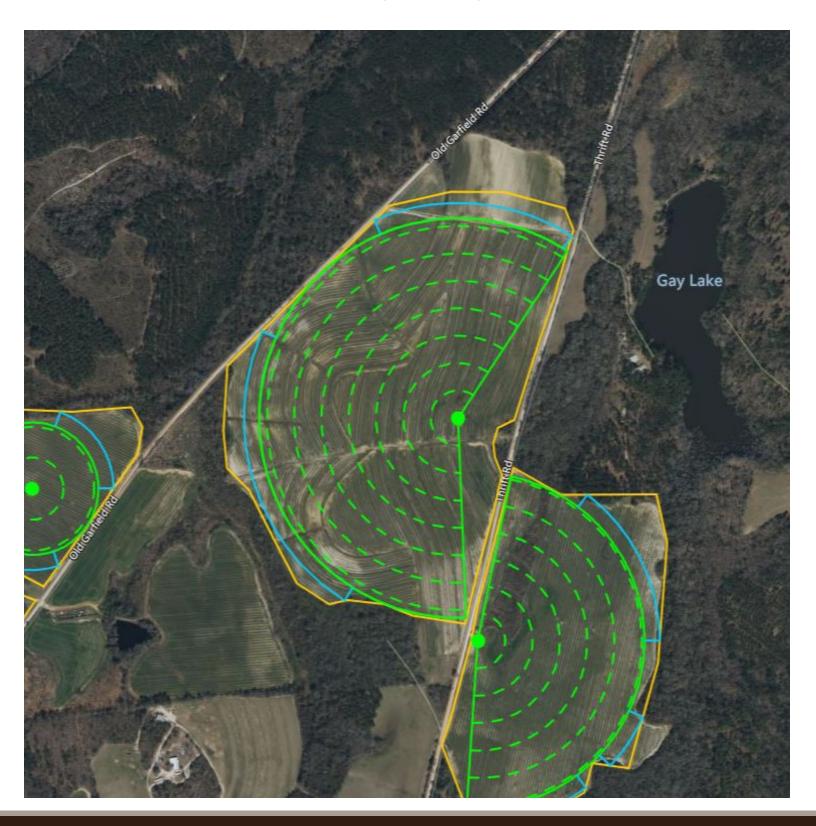
			Center, Start	, Stop Positions			
Center Position		Start Position		Stop Position		Angle Degree From North	
Lat	Long	Lat	Long	Lat	Long	Start	Stop
32.679103°	-82.062389°	32.675522°	-82.062214°	32.682099°	-82.060062°	177.6°	33.3°

				Endgun C	overage Area				
Primary Endgun	Angle Degree From North		Angle Degree From Start		Start Position		Stop Position		Total Coverage
	Start	Stop	Start	Stop	Lat	Long	Lat	Long	Area
Area 1	212.0°	293.8°	34.4°	116.2°	32.676064°	-82.064634°	32.680551°	-82.066266°	4.44
Area 2	337.0°	32.0°	159.4°	214.4°	32.682403°	-82.064043°	32.682142°	-82.060141°	2.98

Second	Angle Degree From North		Angle Degre	e From Start	Start Position		Stop Position		Total Coverage
Endgun	Start	Stop	Start	Stop	Lat	Long	Lat	Long	Area



PIVOT INFO

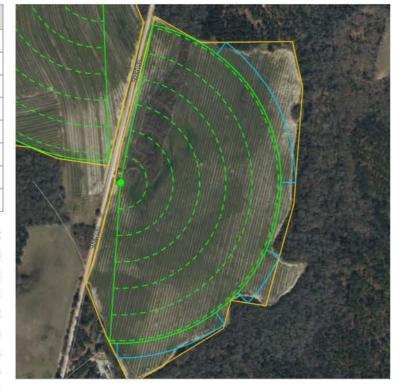


PIVOT INFO

System Name: Pivot 4

Span #	Diameter	Length	Cumulative Length	
1	6 - 5/8" (168 mm)	180.17 ft	180.17 ft	
2	6 - 5/8" (168 mm)	178.92 ft	359.08 ft	
3	6 - 5/8" (168 mm)	178.92 ft	538.00 ft	
4	6 - 5/8" (168 mm)	178.92 ft	716.92 ft	
5	6 - 5/8" (168 mm)	178.92 ft	895.83 ft	
6	6 - 5/8" (168 mm)	178.92 ft	1074.75 ft	
Overhang:	5 - 9/16" (141 mm)	14.00 ft	1088.75 ft	
End Gun:	ž.	3.00 ft	1091.75 ft	

Total System Length: 1091.75 ft Number of Spans: Available Outlet Count: 152 Degree of Sweep 172 degrees 100.00 ft Endgun Throw: System Wetted Area: 41.15 acres Corner Wetted Area: End Gun Wetted Area: 4.99 acres **Total Wetted Area:** 46.13 acres



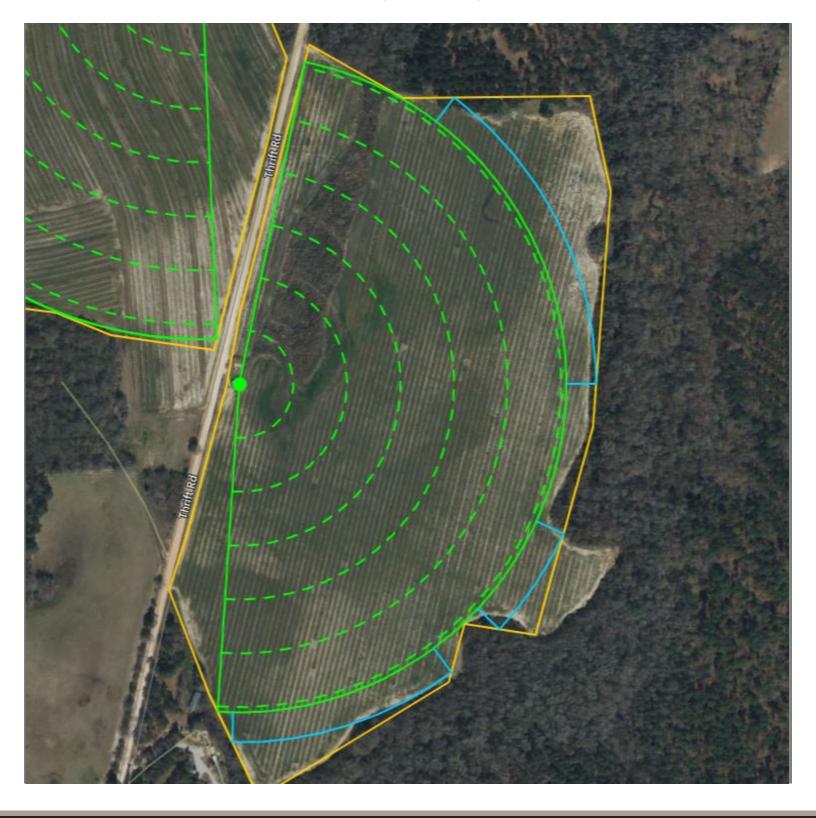
			Center, Start	, Stop Positions			
Center Position		Start Position		Stop Position		Angle Degree From North	
Lat	Long	Lat	Long	Lat	Long	Start	Stop
32.675112°	-82.061968°	32.678053°	-82.061257°	32.672117°	-82.062206°	11.6°	183.9°

	Endgun Coverage Area										
Primary Endgun	Angle Degree From North		Angle Degree From Start		Start Position		Stop Position		Total Coverage		
	Start	Stop	Start	Stop	Lat	Long	Lat	Long	Area		
Area 1	37.0°	90.0°	25.5°	78.4°	32.677508°	-82.059831°	32.675114°	-82.058419°	2.42		
Area 2	114.7°	133.2°	103.2°	121.6°	32.673856°	-82.058744°	32.673058°	-82.059380°	0.84		
Area 3	143.6°	181.2°	132.0°	169.6°	32.672697°	-82.059860°	32.672111°	-82.062039°	1.72		

Second	Angle Degree From North		Angle Degree From Start		Start Position		Stop Position		Total Coverage
Endgun	Start	Stop	Start	Stop	Lat	Long	Lat	Long	Area



PIVOT INFO



SOIL SAMPLE



A CALL TO THE REAL PROPERTY OF THE PARTY OF

Soil Test Map Report - pH

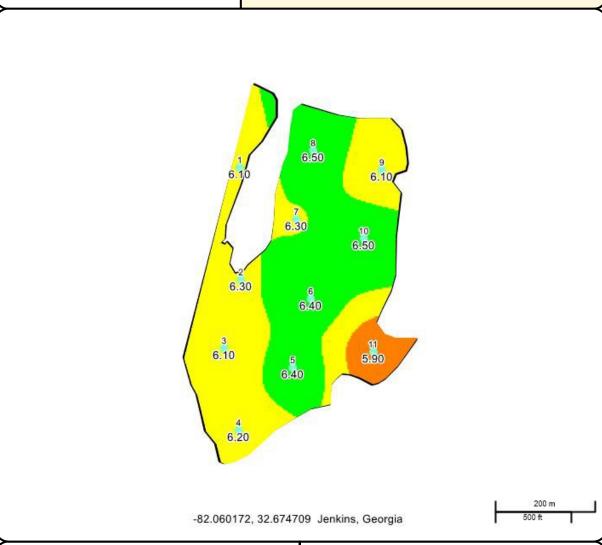
John B. Gay

Area: 49.11 Farm: John B Gay

Field Hay Field

Sample Date Mar 12, 2024

Lab Name



Location:

County: Jenkins, GA

Township:

Twp Rng Sec: **Summary Statistics**

Layer Name 2024 Soil Samples

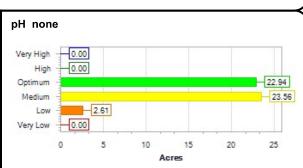
Sample Count 11

Minimum 5.9

Maximum 6.5

Average Rate 6.27

Weighted Average: 6.27



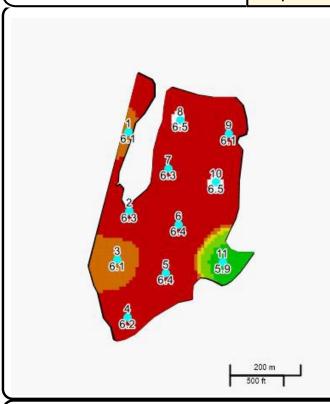




Recommendation Map Report

John B. Gay Crop Year: 2024

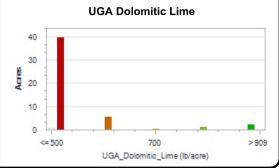
Farm: John B Gay Field: Hay Field Crop Zone: Cotton



Area: 49.11 County: Jenkins, GA

Township: Twp Rng Sec: Directions:

Application Notes:



Product Summary:

Operation: 2024 Lime Rec 6.5 pH Product: UGA Dolomitic Lime

Area (acres)

Total: 49.11 **App:** 48.36

Rate (pounds/acre) Prices

 Switch Setpoint:
 50.00
 Price:
 65.00/ton

 Max Setpoint:
 4,000.00
 Avg \$/Acre:
 17.14

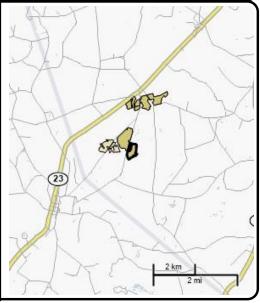
 Min Setpoint:
 500.00
 Total \$:
 841.81

 Subtractor:
 0.00
 Formulation:
 Standard

Multiplier: 0.00 Out of Field: 500.00 Default Rate: 0.00

Average (total): 527.45 (pounds/acre) Average (app): 535.56 (pounds/acre) Minimum: 500.00

Maximum: 900.00 **Quantity:** 12.95 (tons)



SOIL SAMPLE

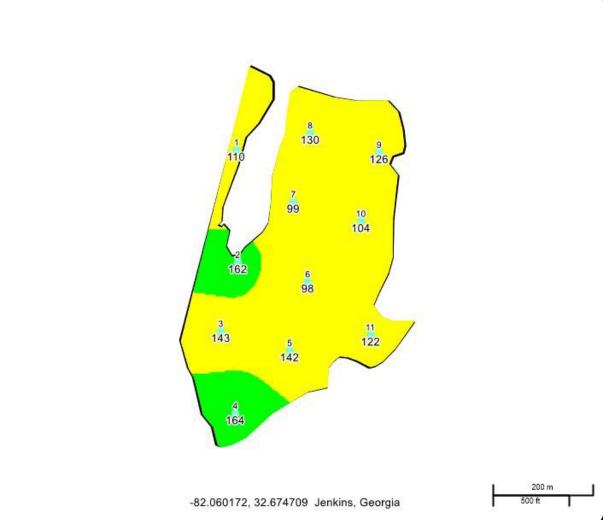


Soil Test Map Report - K

John B. Gay Area: 49.11

Farm: John B Gay Sample Date Mar 12, 2024

Field Hay Field Lab Name



Location:

County: Jenkins, GA

Township: Twp Rng Sec: Summary Statistics

Layer Name 2024 Soil Samples

Sample Count 11
Minimum 98
Maximum 164
Average Rate 127.76
Weighted Average: 127.71



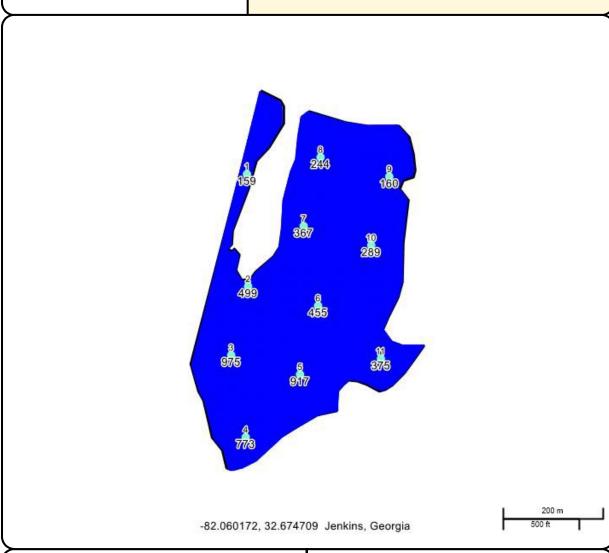


Soil Test Map Report - P1

John B. Gay Area: 49.11

Farm: John B Gay Sample Date Mar 12, 2024

Field Hay Field Lab Name



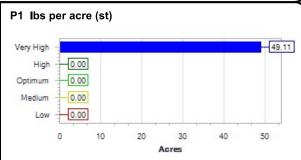
Location:

County: Jenkins, GA

Township: Twp Rng Sec: Summary Statistics

Layer Name 2024 Soil Samples

Sample Count 11
Minimum 159
Maximum 975
Average Rate 499.51
Weighted Average: 501.54



SOIL SAMPLE



Soil Test Map Report - Mg

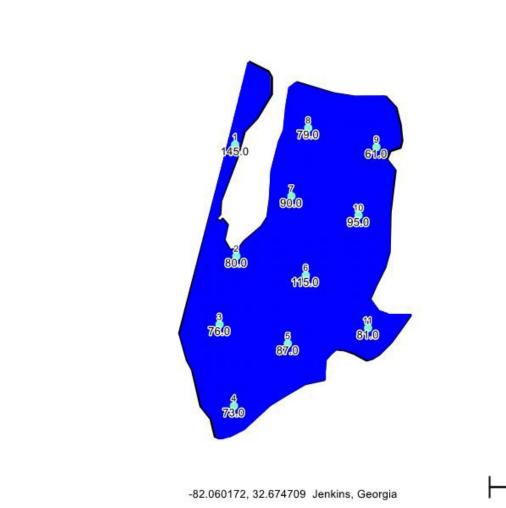
John B. Gay

Area: 49.11

Farm: John B Gay

Sample Date Mar 12, 2024 Lab Name

Field Hay Field La



200 m 500 ft

Location:

County: Jenkins, GA

Township:

Twp Rng Sec:

Summary Statistics

Layer Name 2024 Soil Samples

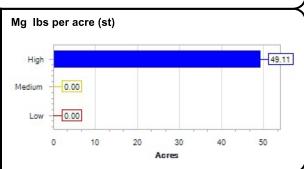
Sample Count 11

. Minimum 61

Maximum 145

Average Rate 87.05

Weighted Average: 86.95



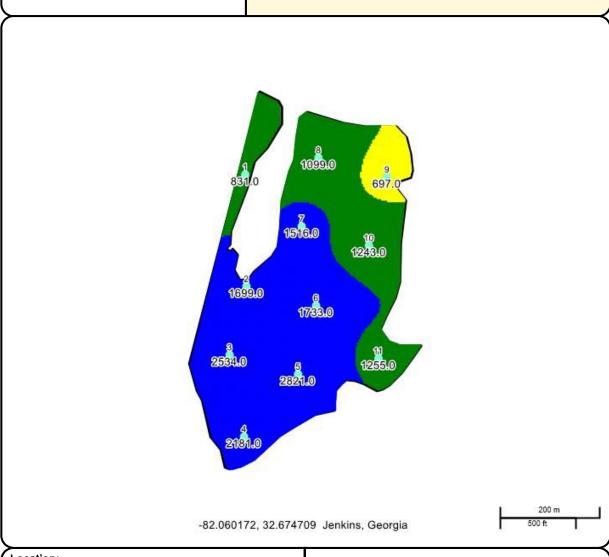


Soil Test Map Report - Ca

John B. Gay Farm: John B Gay Area: 49.11

Sample Date Mar 12, 2024

Field Hay Field **Lab Name**



Location:

County: Jenkins, GA

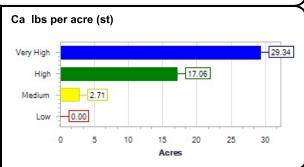
Township: Twp Rng Sec: **Summary Statistics**

Layer Name 2024 Soil Samples

Sample Count 11 Minimum 697.1

Maximum 2,820.9 Average Rate 1,666.44

Weighted Average: 1,672.15



SOIL SAMPLE



Soil Test Summary

John B. Gay

Farm: John B Gay

Field: Hay Field

Area: 49.11

Sample Date: Mar 12, 2024

Lab Name:

SampleID	рН	K	P1	Mg	Mn	Ca	Zn
none	none	lbs per acre (st)					
1	6.10	110	159	145.0	19.0	831.0	8.8
2	6.30	162	499	80.0	20.0	1,699.0	22.0
3	6.10	143	975	76.0	23.0	2,534.0	36.0
4	6.20	164	773	73.0	22.0	2,181.0	27.0
5	6.40	142	917	87.0	25.0	2,821.0	31.0
6	6.40	98	455	115.0	20.0	1,733.0	19.0
7	6.30	99	367	90.0	13.0	1,516.0	15.0
8	6.50	130	244	79.0	16.0	1,099.0	8.1
9	6.10	126	160	61.0	16.0	697.0	6.8
10	6.50	104	289	95.0	14.0	1,243.0	12.0
11	5.90	122	375	81.0	31.0	1,255.0	17.0
Average:	6.25	127	474	89.3	19.9	1,600.8	18.4



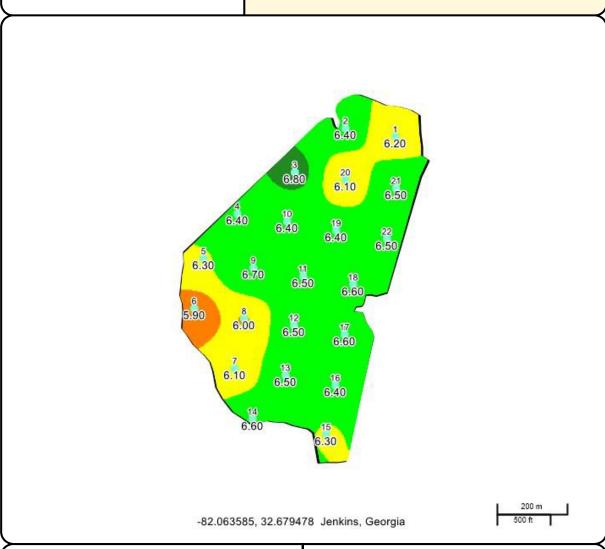


Soil Test Map Report - pH

John B. Gay Area: 104.79

Farm: John B Gay Sample Date Mar 12, 2024

Field Chicken House Lab Name



Location:

County: Jenkins, GA

Township:
Twp Rng Sec:
Summary Statistics
Layer Name 2024 Soil Samples
Sample Count 22
Minimum 5.9
Maximum 6.8

Average Rate 6.39

Weighted Average: 6.39

SOIL SAMPLE

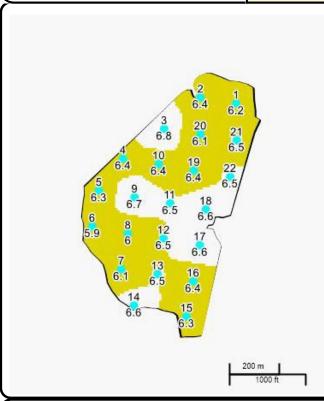


A COLUMN

Recommendation Map Report

John B. Gay Crop Year: 2024

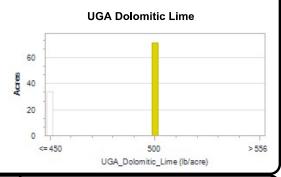
Farm: John B Gay Field: Chicken House Crop Zone: Cotton



Area: 104.79 County: Jenkins, GA

Township: Twp Rng Sec: Directions:

Application Notes:



Product Summary:

Operation: 2024 Lime Rec 6.5 pH
Product: UGA Dolomitic Lime

Area (acres)

Total: 104.79 **App:** 71.36

Rate (pounds/acre)

Prices

 Switch Setpoint:
 50.00
 Price:
 65.00/ton

 Max Setpoint:
 4,000.00
 Avg \$/Acre:
 11.07

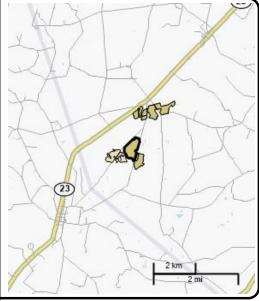
 Min Setpoint:
 500.00
 Total \$:
 1,159.67

 Subtractor:
 0.00
 Formulation:
 Standard

Multiplier: 0.00 Out of Field: 500.00 Default Rate: 0.00

Average (total): 340.52 (pounds/acre) Average (app): 500.00 (pounds/acre)

Minimum: 500.00 Maximum: 500.00 Quantity: 17.84 (tons)





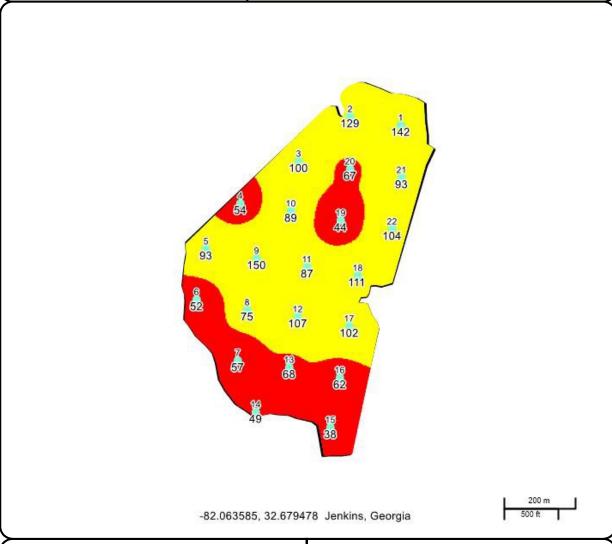


Soil Test Map Report - K

John B. Gay Area: 104.79

Farm: John B Gay Sample Date Mar 12, 2024

Field Chicken House Lab Name



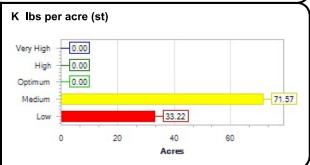
Location:

County: Jenkins, GA

Township: Twp Rng Sec:

Summary Statistics
Layer Name 2024 Soil Samples

Layer Name 2024 So Sample Count 22 Minimum 38 Maximum 150 Average Rate 86.63 Weighted Average: 86.64



SOIL SAMPLE

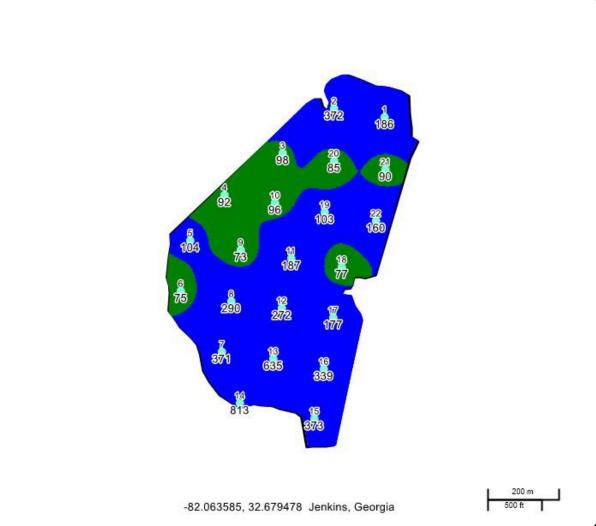


Soil Test Map Report - P1

John B. Gay Area: 104.79

Farm: John B Gay Sample Date Mar 12, 2024

Field Chicken House Lab Name



Location:

County: Jenkins, GA

Township:

Twp Rng Sec:

Summary Statistics

Layer Name 2024 Soil Samples

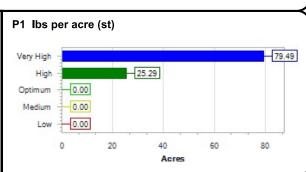
Sample Count 22

Minimum 73

Maximum 813

Average Rate 223.43

Weighted Average: 223.1





Soil Test Map Report - Mg

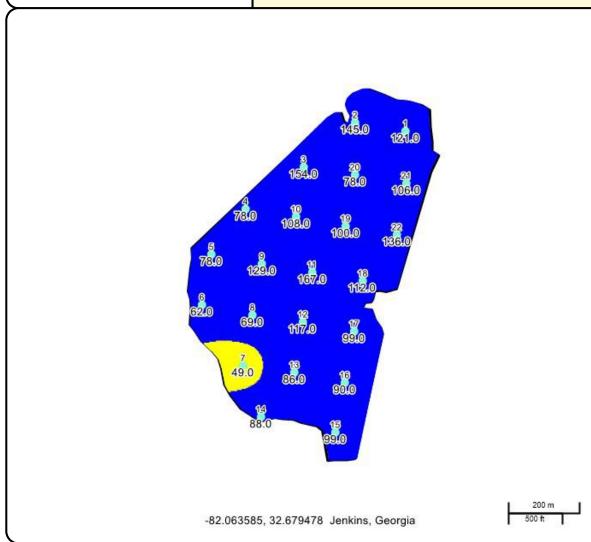
John B. Gay

Area: 104.79

Farm: John B Gay

Sample Date Mar 12, 2024

Field Chicken House Lab Name



Location:

County: Jenkins, GA

Township: Twp Rng Sec:

Summary Statistics

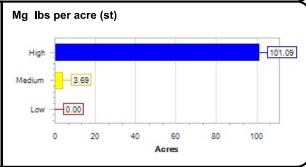
Layer Name 2024 Soil Samples

Sample Count 22

Minimum 49

Maximum 167 Average Rate 104.07

Weighted Average: 104.08



SOIL SAMPLE

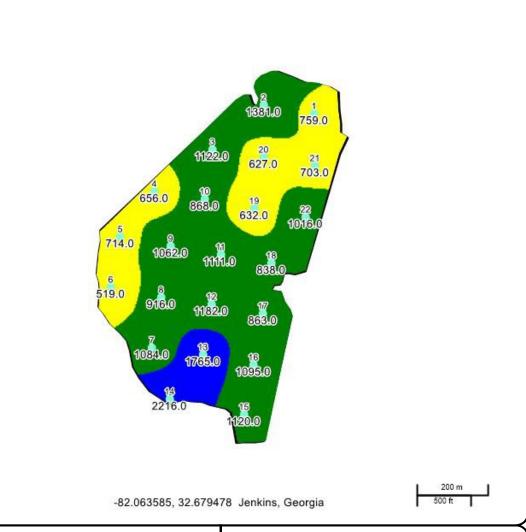


Soil Test Map Report - Ca

John B. Gay Area: 104.79

Farm: John B Gay Sample Date Mar 12, 2024

Field Chicken House Lab Name



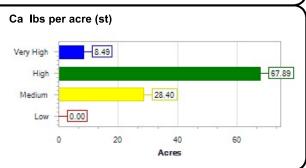
Location:

County: Jenkins, GA

Township: Twp Rng Sec: Summary Statistics

Layer Name 2024 Soil Samples

Sample Count 22
Minimum 519
Maximum 2,215.9
Average Rate 997.42
Weighted Average: 997.07







Soil Test Summary

John B. Gay

Farm: John B Gay

Field: Chicken House

Area: 104.79

Sample Date: Mar 12, 2024

Lab Name:

SampleID	рН	K	P1	Mg	Mn	Ca	Zn
none	none	lbs per acre (st)	Ibs per acre (st)	lbs per acre (st			
1	6.20	142	186	121.0	13.0	759.0	15.0
2	6.40	129	372	145.0	13.0	1,381.0	21.0
3	6.80	100	98	154.0	16.0	1,122.0	9.0
1	6.40	54	92	78.0	9.9	656.0	5.8
5	6.30	93	104	78.0	8.4	714.0	5.6
3	5.90	52	75	62.0	7.6	519.0	5.2
7	6.10	57	371	49.0	11.0	1,084.0	12.0
3	6.00	75	290	69.0	13.0	916.0	11.0
9	6.70	150	73	129.0	12.0	1,062.0	6.8
10	6.40	89	96	108.0	14.0	868.0	6.7
11	6.50	87	187	167.0	17.0	1,111.0	9.5
12	6.50	107	272	117.0	20.0	1,182.0	11.0
13	6.50	68	635	86.0	15.0	1,765.0	19.0
14	6.60	49	813	88.0	17.0	2,216.0	22.0
15	6.30	38	373	99.0	11.0	1,120.0	14.0
16	6.40	62	339	90.0	13.0	1,095.0	13.0
17	6.60	102	177	99.0	14.0	863.0	8.9
18	6.60	111	77	112.0	15.0	838.0	6.5
19	6.40	44	103	100.0	9.4	632.0	5.5
20	6.10	67	85	78.0	9.3	627.0	6.4
21	6.50	93	90	106.0	11.0	703.0	8.7
22	6.50	104	160	136.0	18.0	1,016.0	11.0
Average:	6.40	85	230	103.2	13.1	1,011.3	10.6

ABOUT SOUTH AUCTION

We are a full service auction and real estate firm based in Swainsboro, Georgia. We serve clients all across the Southeast.

At South Auction, every day is unique and different. One day we may work on a million dollar real estate auction and the next day find ourselves sorting through an estate or prepping for a business liquidation. Whatever the situation, our staff is trained and capable to help you and your family. We evaluate every client's needs and determine how to best accomplish their objectives.

If you are considering selling real estate or personal property, we ask that you please give us a call.



Left to right

Joe Lanier, Alex Grovenstein, Emily Johnson, Bryan Neal, Tanya Lane, Rusty Lane, Seth Durden, Lisa Peebles, Brent Stephens, Derry Bennett