

MARIANNA, FL

North Florida Farm Auction

377± ACRES
OFFERED DIVIDED
OR AS A WHOLE

AGRICULTURAL LAND
& PACKING FACILITY

BIDDING ENDS
DECEMBER 9TH
NOON (EST)

7HAUCTIONS.COM
800.742.9165

Seven  Hills
AUCTIONS

Selling in Association with
 SAUNDERS
LAND

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CONTACT INFORMATION

Seven  Hills
AUCTIONS

BUDDY LEE, CAI
Seven Hills Auctions
Buddy@7Huctions.com
229.873.4211 (M)
800.742.9165 (O)

Selling in Association with
 SAUNDERS
LAND

BRYANT PEACE
Saunders Land
Bryant@SaundersRealEstate.com
229.726.9088 (M)



Dear Prospective Bidders,

A prime agricultural farming operation in Marianna, Florida is being offered at online auction by Seven Hills Auctions in association with Saunders Land. This 377± acre Jackson County property will be sold in two parcels: a 368± acre tract of productive farmland and wildlife habitat, and a 9± acre tract featuring a turnkey packing shed, cooler, and office. With multiple irrigation wells permitted for 16.5 million gallons/month, excellent hunting, organic pasture, and paved road frontage, this property presents a rare opportunity for agricultural investors, outdoor enthusiasts, and buyers seeking long-term value in Florida's Panhandle.

The information contained in this package has been prepared to assist you in your pre-auction due diligence. Please review this information carefully before bidding. We certainly appreciate your interest in this auction. It's our goal to make the auction process simple and easy for you. Should you have any questions, please do not hesitate to contact us at 800.742.9165. Our staff of auction professionals are ready to answer any questions you may have.

Good luck!

Sincerely,

A handwritten signature in blue ink that reads "Bucky Lee". The signature is fluid and cursive, with a large initial "B" and "L".

Founder / President

DISCLAIMER

All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.

Property Type:	Agricultural
Seller Type:	Private Equity Group
Address:	5018 Old US Road Marianna, FL 342446
County:	Jackson
Lat/Lon:	30.931195, -85.234581
Total Land Area:	377± Acres
Parcel Identification:	09-6N-10-0000-0200-0040, 16-6N-10-0000-0020-0000; 10-6N-10-0000-0030-0000; 09-6N-10-0000-0010-0000
Auction Format:	TractBID Online Auction - Conducted at 7Hauctions.com <i>Bidders may elect to bid on the tracts individually or the property in its entirety.</i>
Broker Compensation:	Broker Compensation is available for this auction. The broker registration form and complete terms can be found in the following pages.



TRACT ONE

Address: 5018 Old US Road
Marianna, FL 342446

County: Jackson

Lat/Lon: 30.931195, -85.234581

Total Land Area: 9.00± Acres

Improvements
Packing House: 16,370± SF

Improvements
Cold Storage: 2,400± SF

Parcel
Identification: Part of 09-6N-10-0000-0200-0040





TRACT TWO

Address: 5018 Old US Road (Approx.)
Marianna, FL 342446

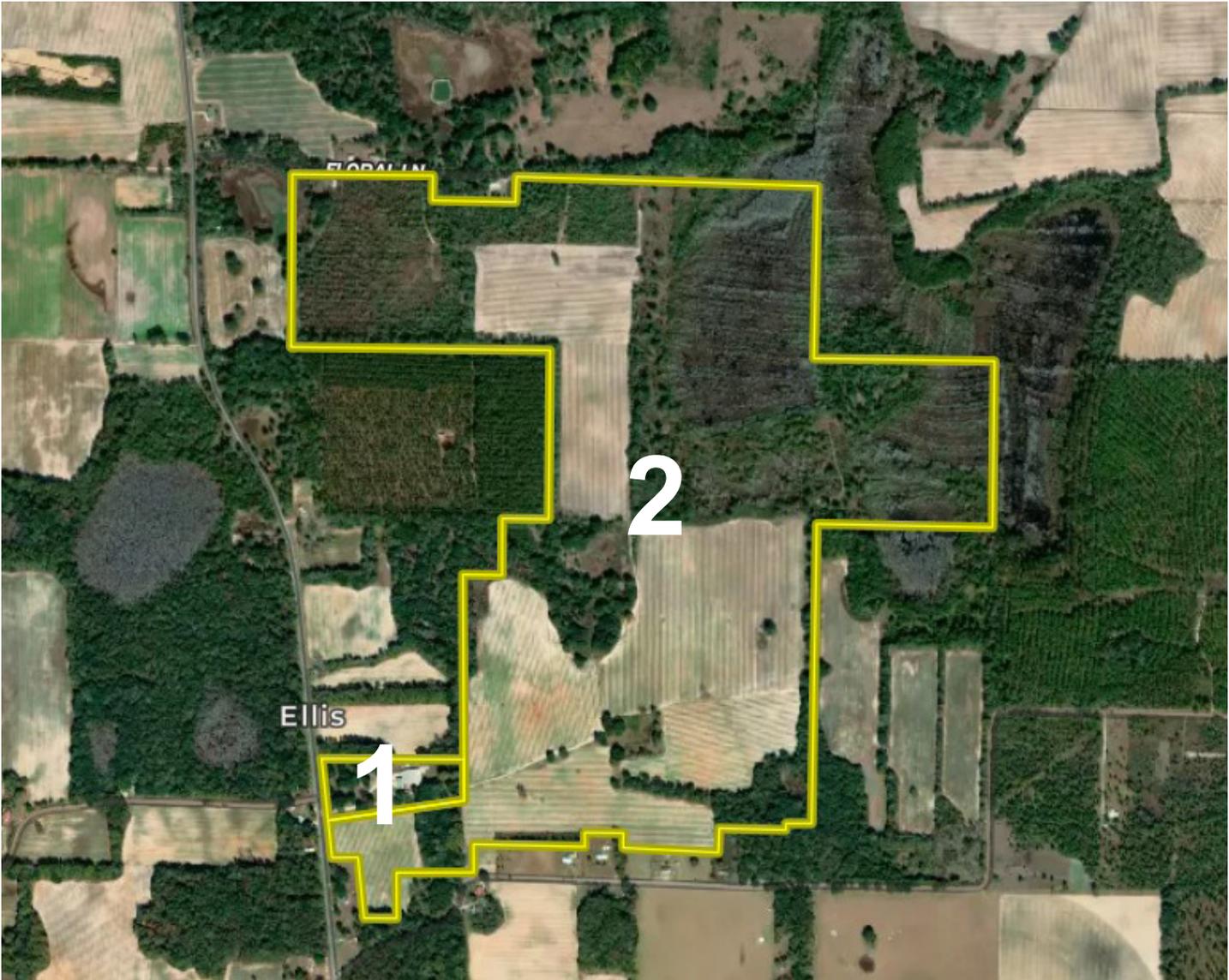
County: Jackson

Lat/Lon: 30.932222, -85.229335

Total Land Area: 368.703± Acres

Parcel Identification: Part of 09-6N-10-0000-0200-0040;
16-6N-10-0000-0020-0000;
10-6N-10-0000-0030-0000;
09-6N-10-0000-0010-0000

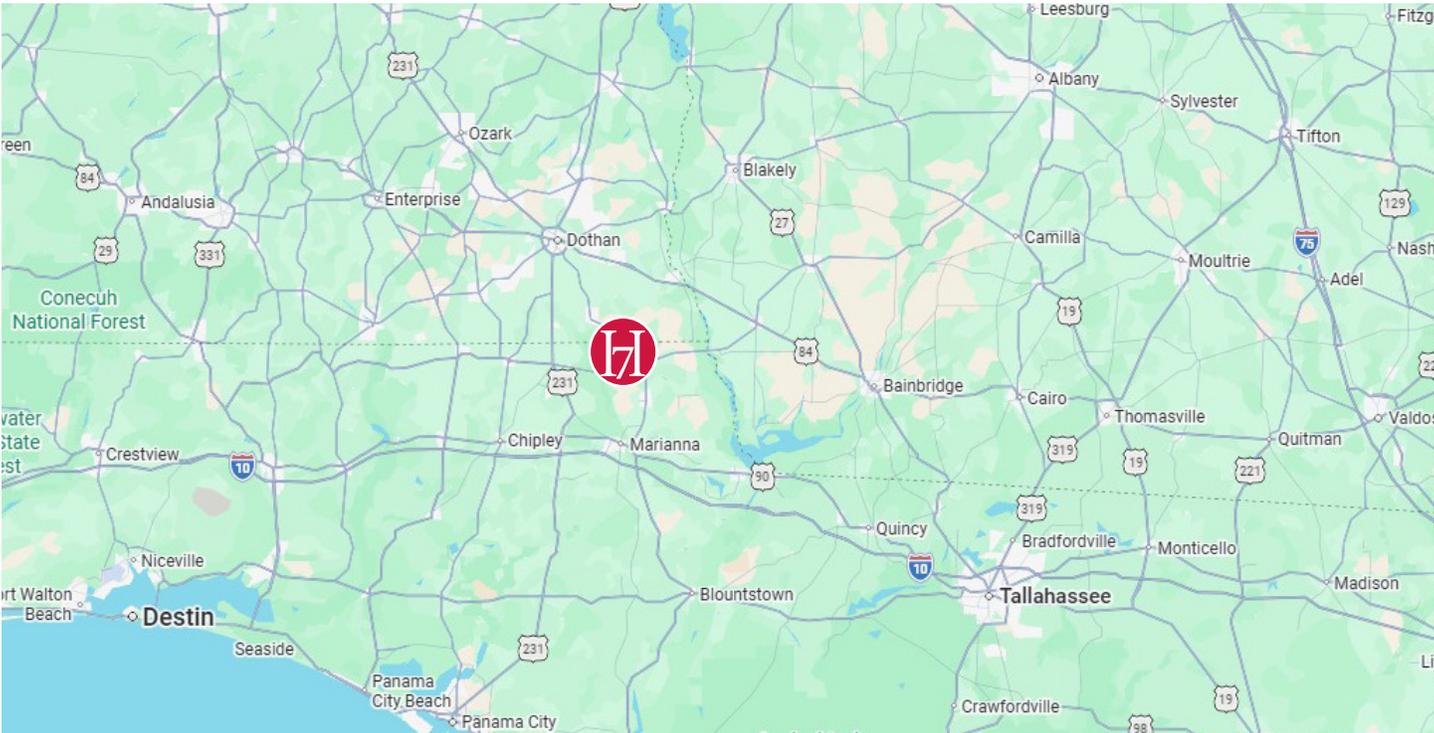
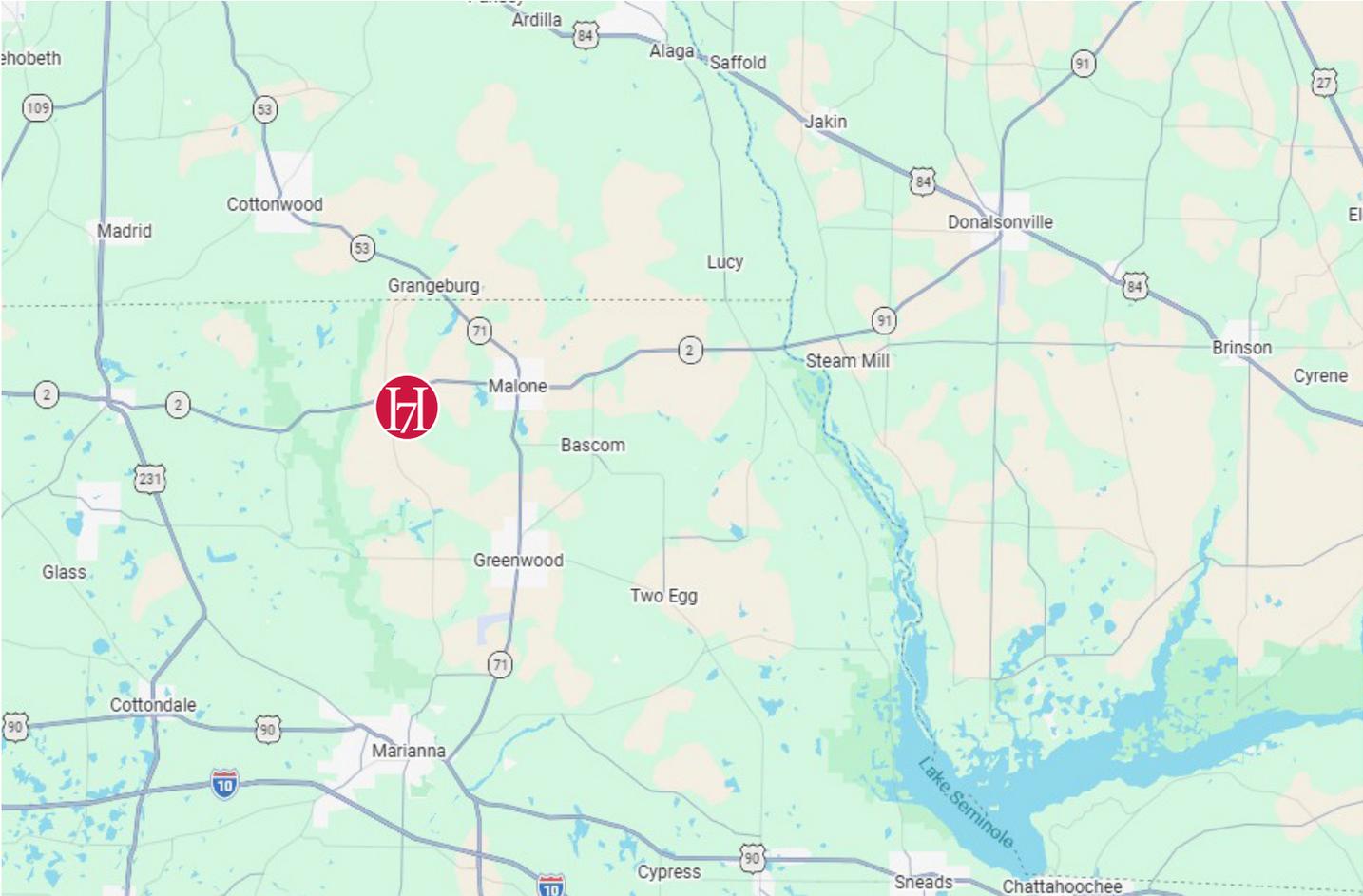




Tract 1: 9.0± Acres

Tract 2: 368.7± Acres

LOCATION MAP



PROPERTY PHOTOS

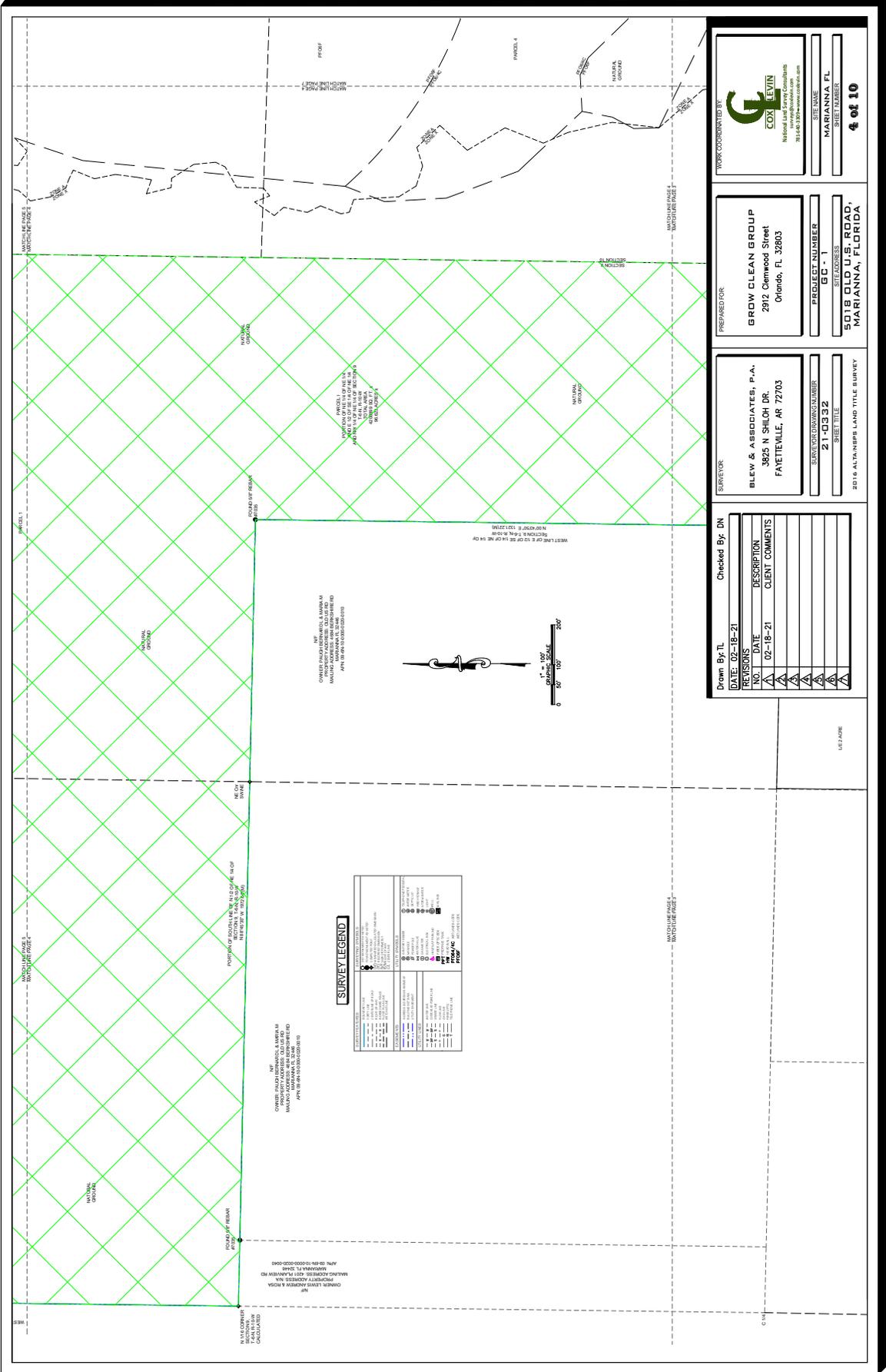


PROPERTY PHOTOS



PROPERTY PHOTOS





WORK COORDINATED BY:

COX LEVIN
National Land Surveyors
3145 ZEPHYRUS DRIVE
MARIANNA, FL 32446

SITE NAME: MARIANNA FL
SHEET NUMBER: 4 of 10

PREPARED FOR:

GROW CLEAN GROUP
2912 Clewood Street
Orlando, FL 32803

PROJECT NUMBER: GC-1
ADDRESS: 5018 BULLOCK ROAD, MARIANNA, FLORIDA

SURVEYOR:

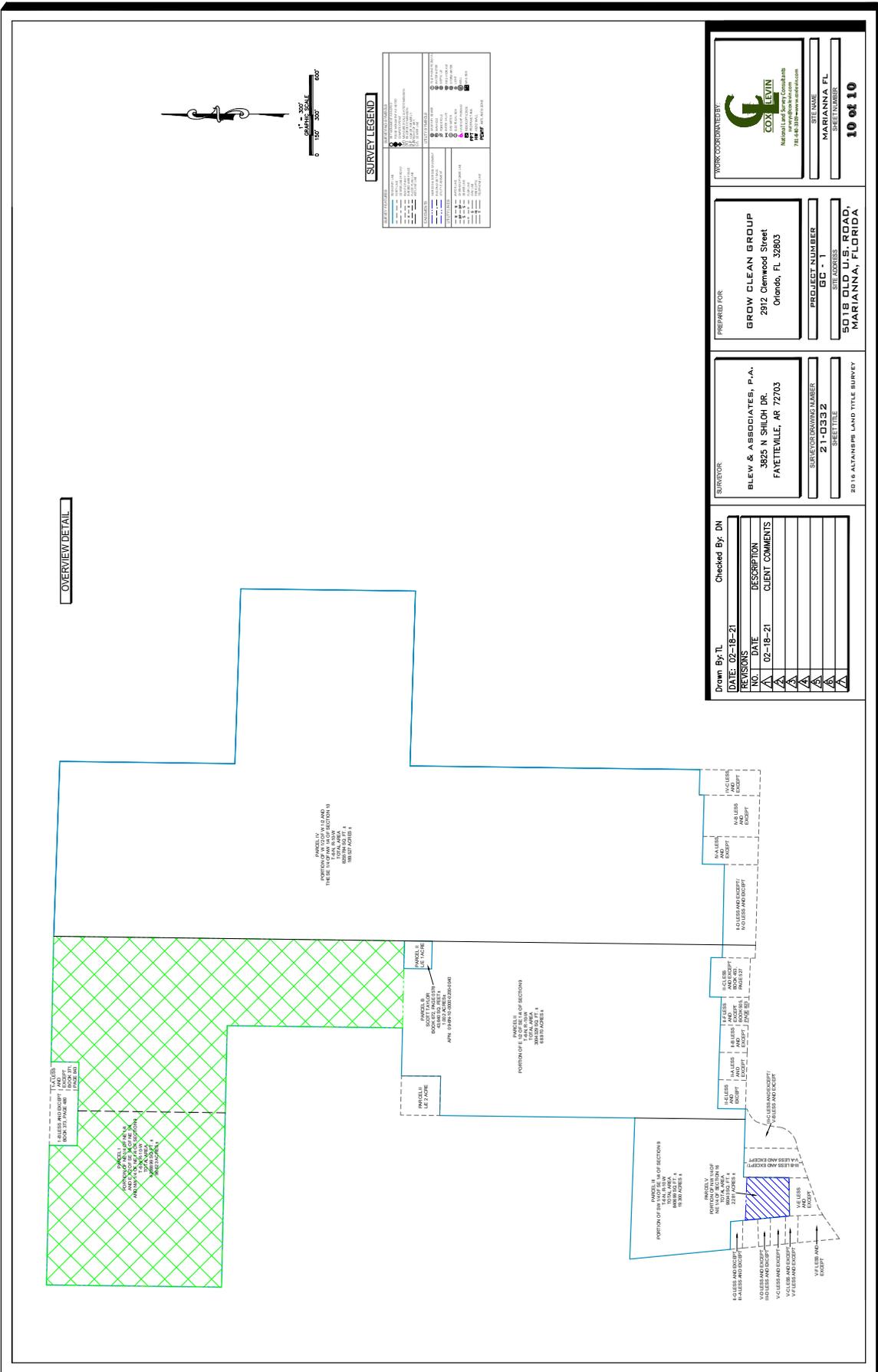
BLEW & ASSOCIATES, P.A.
3825 N SHILOH DR.
FAYETTEVILLE, AR 72703

SURVEYOR DRAWING NUMBER: 21-0332
SHEET TITLE: 2016 ALTAIR'S LAND TITLE SURVEY

Drawn By: TL **Checked By: DN**

DATE: 02-18-21

NO.	DATE	DESCRIPTION	CLIENT COMMENTS
1	02-18-21		
2			
3			
4			
5			



OVERVIEW DETAIL

SURVEY LEGEND

	SURVEY BOUNDARY
	EASEMENT
	RIGHT-OF-WAY
	UTILITY LINE
	PROPERTY LINE
	SURVEY POINT
	MONUMENT
	BOUNDARY LINE
	AREA
	WATER
	ROAD
	FENCE
	TREE
	BUILDING
	STRUCTURE
	WELL
	POLE
	MARKER
	STAKE
	NAIL
	PIPE
	CAP
	PLUG
	BOLT
	NUT
	WASHER
	GASKET
	SEAL
	PLUG
	BOLT
	NUT
	WASHER
	GASKET
	SEAL
	PLUG
	BOLT
	NUT
	WASHER
	GASKET
	SEAL

Drawn By: TL	Checked By: DN		
DATE: 02-18-21			
NO.	DATE	DESCRIPTION	CLIENT COMMENTS
1	02-18-21		
2			
3			
4			
5			
6			

WORK COORDINATED BY:

 COX LEVIN
 National Land Surveyors Inc.
 11600 E. Southwestern Avenue, Suite 100
 Denver, CO 80231
 Tel: 303.755.8800
 www.coxlevin.com

PREPARED FOR:
 GROW CLEAN GROUP
 2912 Glenwood Street
 Orlando, FL 32803

SURVEYOR:
 BLEW & ASSOCIATES, P.A.
 3825 N SHILOH DR.
 FAYETTEVILLE, AR 72703

5018 DUNLAP ROAD, MARIANNA, FLORIDA.

PROJECT NUMBER: GC - 1
SHEET NUMBER: 10 of 10

2016 ALTAPHEBE LAND TITLE SURVEY

PANEL 1
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E

PANEL 2
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E

PANEL 3
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E

PANEL 4
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E

PANEL 5
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E

PANEL 6
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E

PANEL 7
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E
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PANEL 8
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
 T10N R10W S16E
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 T10N R10W S16E

PANEL 9
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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 T10N R10W S16E

PANEL 10
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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PANEL 11
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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PANEL 12
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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PANEL 13
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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PANEL 14
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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 T10N R10W S16E

PANEL 15
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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PANEL 16
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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PANEL 17
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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 T10N R10W S16E

PANEL 18
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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PANEL 19
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
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 T10N R10W S16E
 T10N R10W S16E

PANEL 20
 PORTION OF SW QUARTER 16
 SECTION 16
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E
 T10N R10W S16E

EXHIBIT
5018 OLD US ROAD
SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST
JACKSON COUNTY, FLORIDA

THIS IS NOT A BOUNDARY SURVEY



SHEET NUMBER 73150000 SUBJECT NUMBER 1 OF 1	PROJECT SEVEN HILLS ACTIONS	DATE 11/9/2025	SCALE 1" = 80'	SHEET NUMBER 1 OF 1 NOT VALID WITHOUT SHEETS 1 THROUGH 1	CERTIFICATION NUMBER LABELS 1500 1500 1500 1500 1500 1500 1500 1500 1500	SOUTH EASTERN SURVEYING AND MAPPING CORPORATION 1150 Highway 25 Clermont, Florida 34711 www.semsm.com Phone: 352-249-2700 Fax: 352-249-2701	SSMC SOUTH EASTERN SURVEYING AND MAPPING CORPORATION

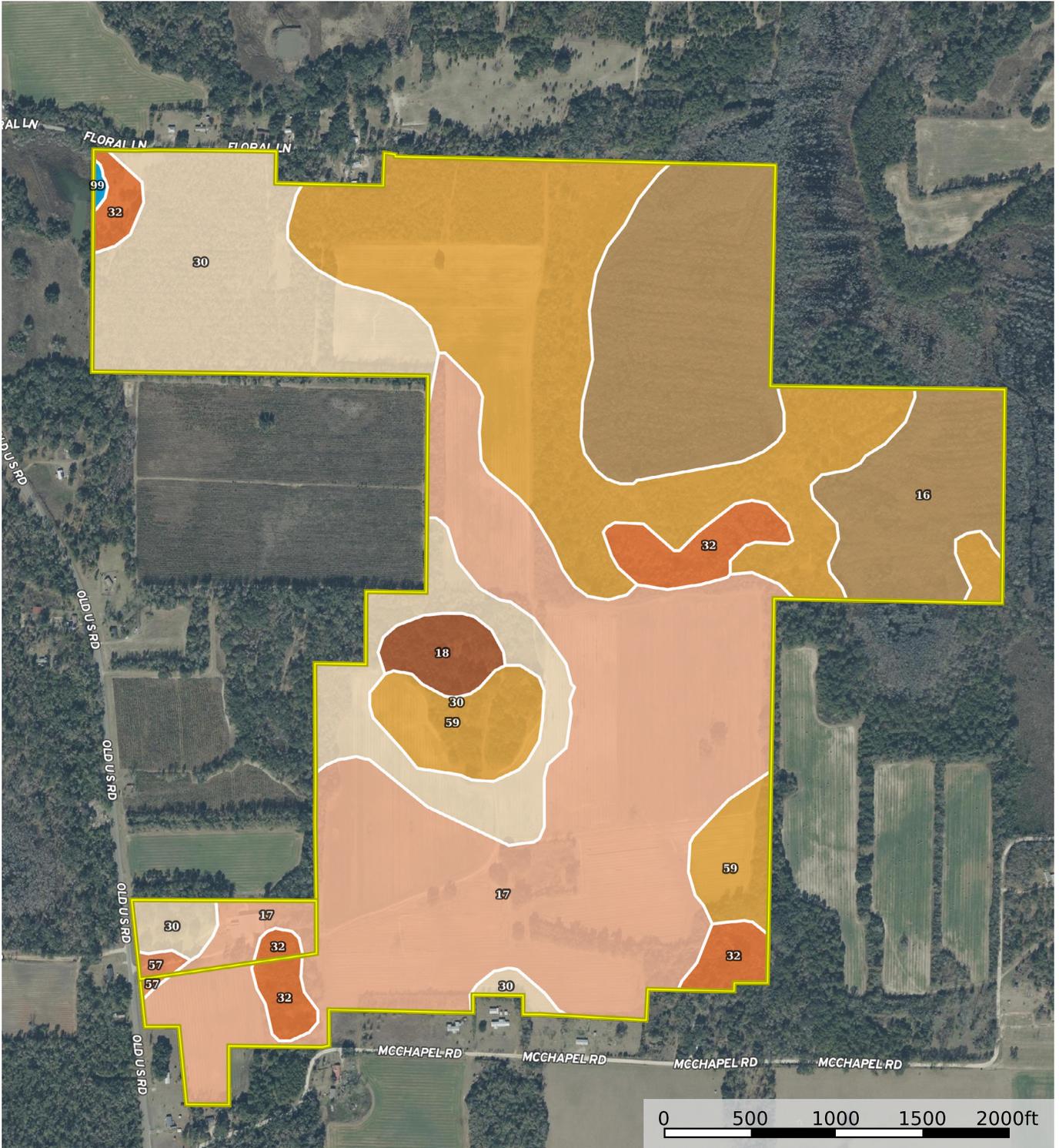


- LEGEND & ABBREVIATIONS:
- D = IDENTIFICATION
 - NAD = NORTH AMERICAN DATUM
 - SMC = SOUTH EASTERN SURVEYING AND MAPPING CORPORATION
 - W = WATER WELL

SURVEYOR'S REPORT:

- BEARINGS SHOWN BEYOND THE CURB AND ARE BASED ON CURB OBSERVATIONS TAKEN FROM DEPARTMENT OF TRANSPORTATION STATION 500+10.00 ALONG THE DOCUMENTED EAST LINE OF OLD US ROAD, JACKSON COUNTY, FLORIDA. BEARINGS AND DISTANCES SHOWN HEREIN ARE MARKED UNLESS OTHERWISE NOTED.
- THESE BEARINGS AND DISTANCES ARE NOT TO BE CONSIDERED AS A GUARANTEE OF ACCURACY AND ARE OFFERED TO THE PUBLIC FOR INFORMATION ONLY. THE SURVEYOR DOES NOT WARRANT THE ACCURACY OF THE INFORMATION OR THE COMPLETION OF FINISHES FOR LAND SURVEYING CHAPTER 34-17 REQUIREMENTS OF FLORIDA ADMINISTRATION CODES.

5018 Old Us Road Marianna FL 32446
Florida, AC +/-

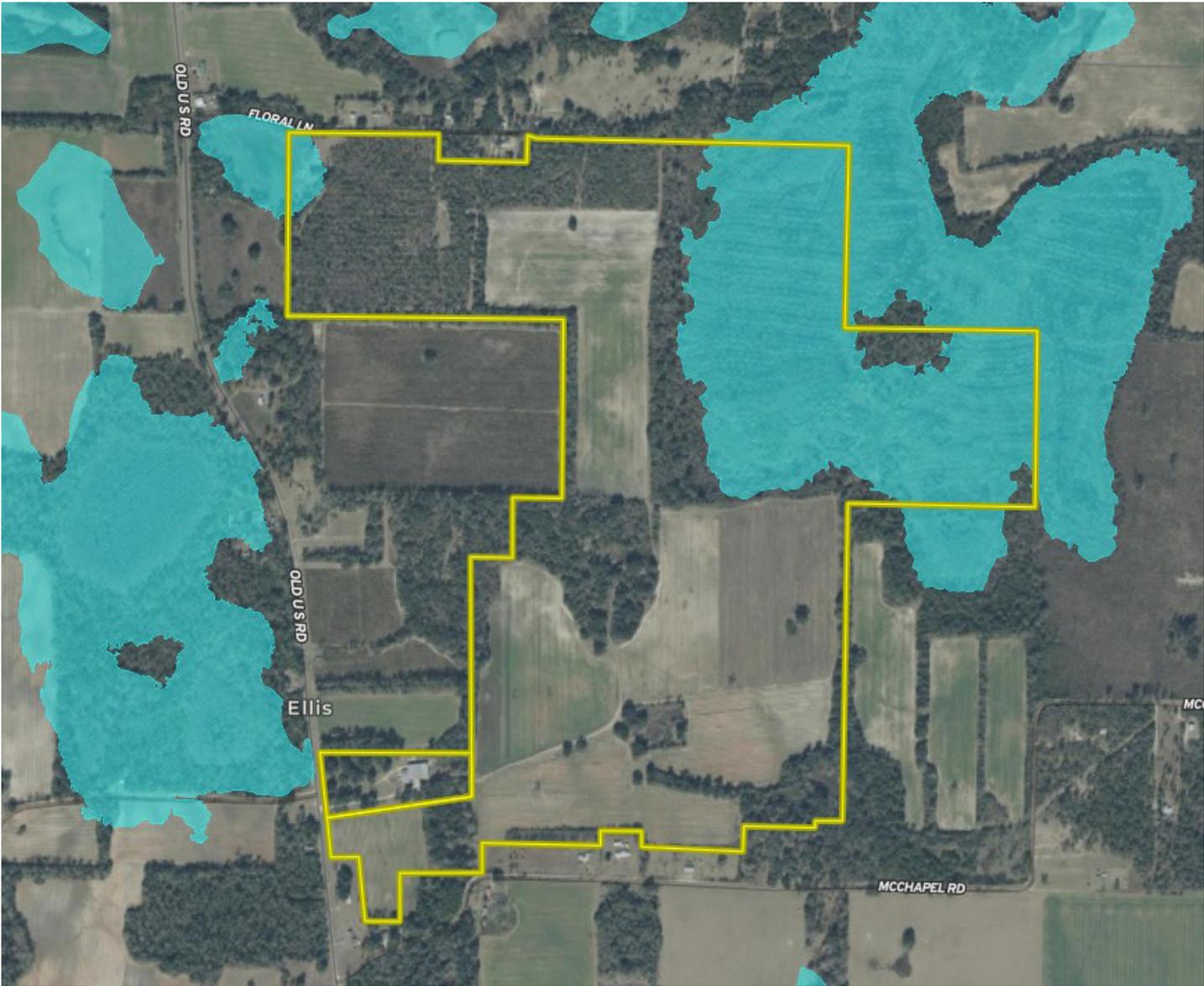


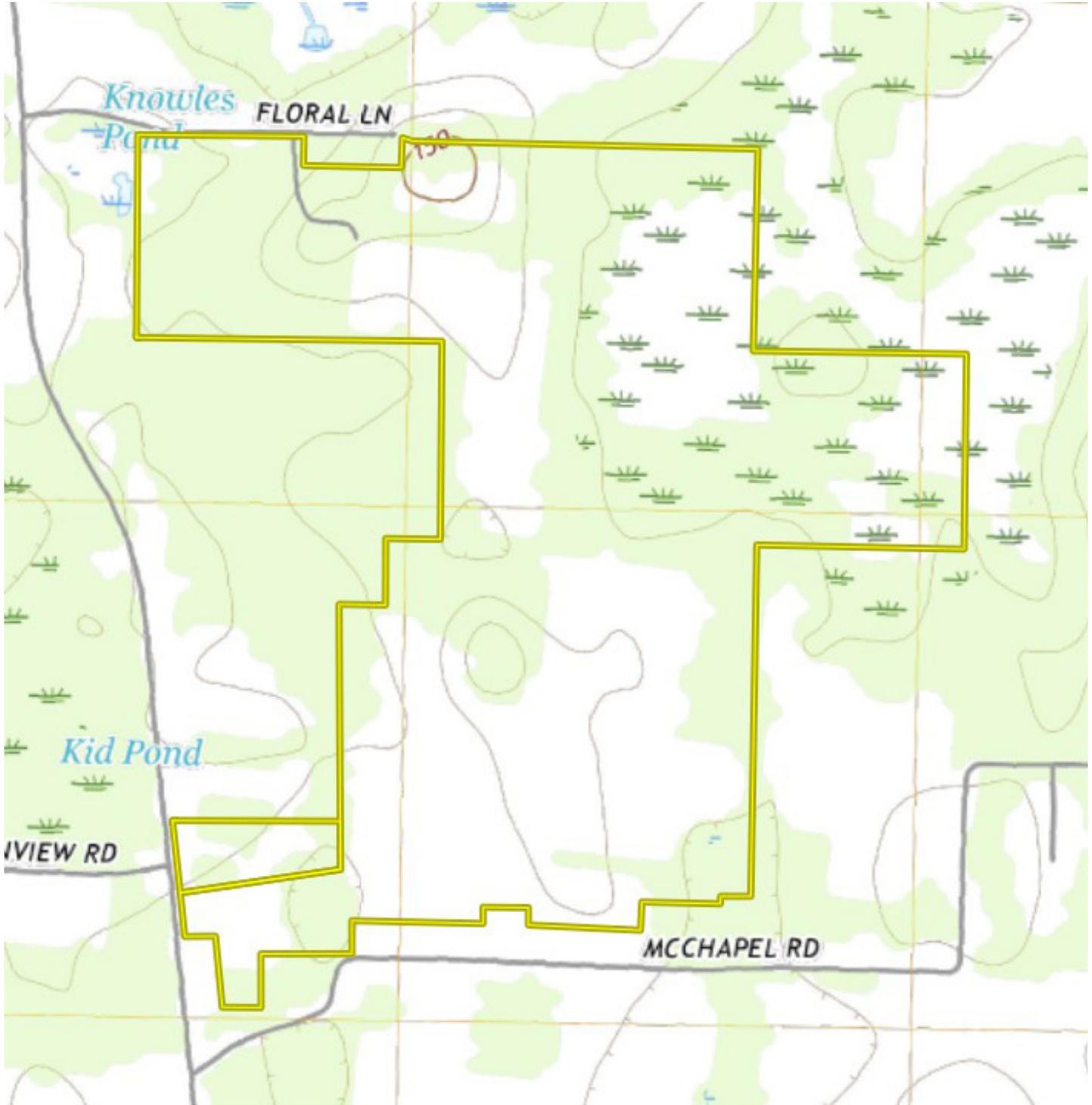
Boundary 2 Boundary 1

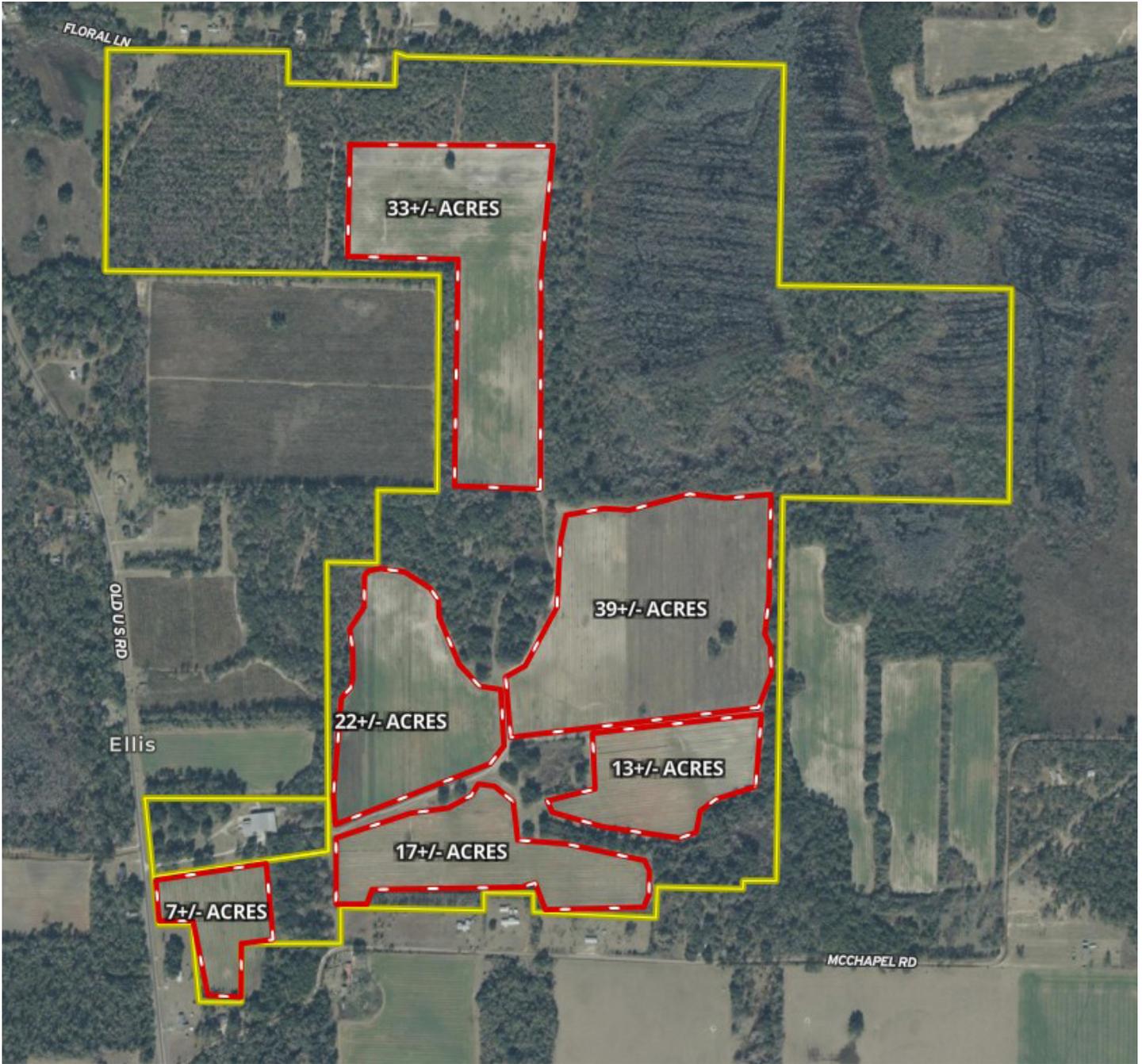
Buddy Lee
P: 800-742-9165 www.7Hauctions.com 2020 Morning Dove Road

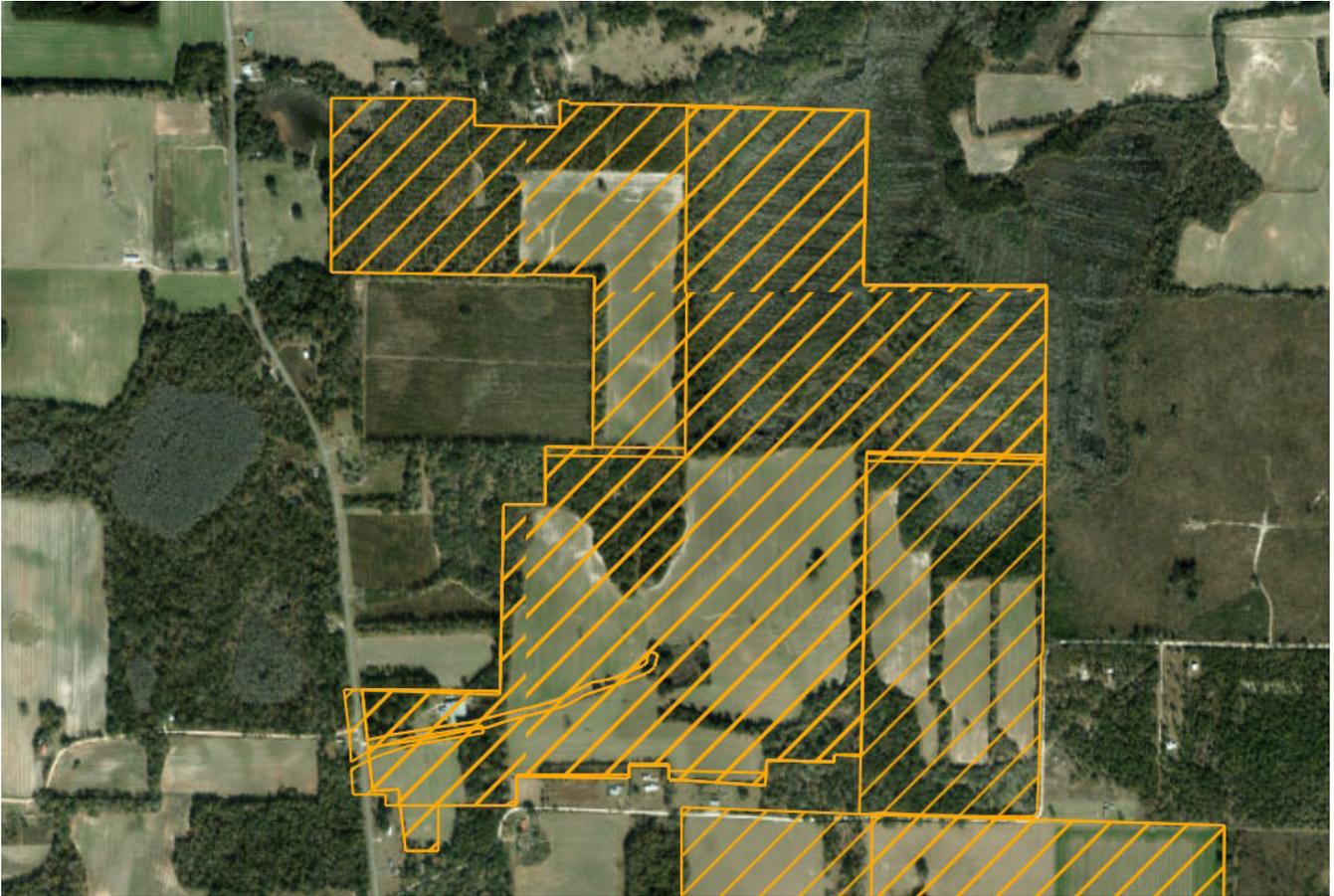
The information contained herein was obtained from sources deemed to be reliable. Land id™ Services makes no warranties or guarantees as to the completeness or accuracy thereof.













Northwest Florida Water Management District

152 Water Management Drive, Havana, Florida 32333-4712
 (U.S. Highway 90, 10 miles west of Tallahassee)

Lyle Seigler
 Executive Director

Phone: (850) 539-5999 • Fax: (850) 539-2693

April 21, 2023

██████████
 5018 Old US Road Marianna FL LLC
 5018 Old US Road
 Marianna, FL 32446

SUBJECT: NOTICE OF AGENCY ACTION
 Individual Water Use Permit No. 2E-063-5462-6

Dear Permittee:

Enclosed is your permit as authorized by the Northwest Florida Water Management District on April 21, 2023. Please be advised that the period of time within which a third party may request an administrative hearing on this permit may not have expired by the date of issuance. A potential petitioner has twenty-six (26) days from the date on which the actual notice is deposited in the mail, or twenty-one (21) days from publication of this notice when actual notice is not provided, within which to file a petition for an administrative hearing pursuant to sections 120.569 and 120.57, Florida Statutes. Receipt of such a petition by the District may result in this permit becoming null and void.

Permit issuance does not relieve you from the responsibility of obtaining permits from any federal, state and/or local agencies asserting concurrent jurisdiction over this work.

The enclosed permit is a legal document and should be kept with your other important records. Please read the permit and conditions carefully since the referenced conditions may require submittals. All information submitted as compliance with permit conditions must be submitted by mail to Water Use Compliance, Bureau of Performance and Compliance Improvement, 152 Water Management Drive, Havana, FL 32333, by email to compliance@nwfwater.com, or through our ePermit website. All correspondence should include the above referenced permit number.

If the property where the withdrawal facility is located changes ownership, the permit must be transferred. A permit transfer request must be submitted by you and approved by the District. If the permit is not transferred, you will remain responsible for compliance with the conditions of the permit.

If you have any questions concerning the permit document or if the District can be of any other service, please let us know.

Sincerely,

Selina Potter, P.E., Chief
 Bureau of Groundwater Regulation

Enclosures: Permit, Staff Report, Notice of Rights

cc: District Permit File

GEORGE ROBERTS
 Chair
 Panama City

JERRY PATE
 Vice Chair
 Pensacola

NICK PATRONIS
 Secretary
 Panama City

JOHN W. ALTER
 Malone

GUS ANDREWS
 DeFuniak Springs

TED EVERETT
 Chipley

KELLIE RALSTON
 Tallahassee

ANNA UPTON
 Tallahassee

5018 Old US Road Marianna FL LLC

2E-063-5462-6

WATER USE PERMIT

PERMIT NO.: 2E-063-5462-6 **DATE ISSUED:** April 21, 2023
5018 Old US Road Marianna FL
PROJECT NAME: LLC **DATE RECEIVED:** February 21, 2023

A PERMIT AUTHORIZING:

This Permit authorizes the Permittee to make a combined average annual withdrawal of 0.185 million gallons per day (16.541 million gallons per month maximum) of groundwater from the Floridan aquifer for agricultural use.

LOCATION:

STR: Sections 10 and 9, Township 6 North, Range 10 West

Jackson County

ISSUED TO:

5018 Old US Road Marianna FL LLC
 5018 Old US Road
 Marianna, FL 32446

Permittee agrees to hold and save the Northwest Florida Water Management District and its successors harmless from any and all damages, claims, or liabilities which may arise from permit issuance. Said application, including all maps and specifications attached thereto, is by reference made a part hereof.

This permit does not convey to the Permittee any property rights nor any rights or privileges other than those specified herein, nor relieve the Permittee from complying with any law, regulation or requirement affecting the rights of other bodies or agencies.

This permit may be revoked, modified or transferred at any time pursuant to the appropriate provisions of Chapter 373, Florida Statutes, and Chapter 40A-2, Florida Administrative Code.

5018 Old US Road Marianna FL LLC

2E-063-5462-6

PERMIT IS CONDITIONED UPON:

See conditions on attached "Exhibit A," dated April 21, 2023.

AUTHORIZED BY: Northwest Florida Water Management District
Division of Regulatory Services

By:



Andrew Joslyn
Division Director

"EXHIBIT A"
CONDITIONS FOR ISSUANCE OF PERMIT NUMBER 2E-063-5462-6
5018 Old US Road Marianna FL LLC
DATED April 21, 2023

1. This permit shall expire on January 1, 2038.
2. This Permit authorizes the Permittee to make a combined average annual withdrawal of 0.185 million gallons per day (16.541 million gallons per month maximum) of groundwater from the Floridan aquifer for agricultural use. The individual facilities authorized to make this combined withdrawal are shown in the table below in the following condition. The total combined amounts of water withdrawn by all facilities listed shall not exceed the amounts identified above.

3.

Facility ID #	FLUWID	Location SEC, TWN, RNG
ST #2	-	Sec.09, T06N, R10W
ST #3	AAG8505	Sec.09, T06N, R10W
ST #4	-	Sec.09, T06N, R10W
ST #5	-	Sec.09, T06N, R10W
ST#6	-	Sec.09, T06N, R10W
Field 6 Well	AAM6069	Sec.09, T06N, R10W

4. The Permittee shall include the Individual Water Use Permit number and the well's Florida Unique Identification Number (e.g. AAG8505 for ST #3) when submitting reports or otherwise corresponding with the District.
5. The Permittee, by January 31 of each year, shall submit a water use report for the previous calendar year (January – December), even if no water is used. The Permittee shall record the data required on Water Use/Pumpage Report Form (Form 166). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nfwwater.com.
6. The Permittee, by May 1, 2025, shall install and maintain, in working order, an in-line, totalizing flow meter on production well ST #3. Within 30 days of construction, the Permittee shall install and maintain, in working order, in-line, totalizing flow meters on production wells ST #4, ST #5, and ST #6. The meters shall be maintained to be at least 95% accurate and any meter determined defective must be replaced within 30 days of its discovery. The Permittee, within 30 days of well completion for ST #4, ST #5 and ST #6, shall provide documentation to the District that the required flow meters have been installed and report the initial meter readings. The Permittee, within 30 days of flow meter replacement shall provide documentation to the District that the required flow meters have been installed and report the initial meter readings.
7. The Permittee, by October 31, in years 2025, 2030, 2035 and at the time of requesting a permit modification or renewal, shall submit documentation of each flow meter calibration and accuracy rating to the District using the Flow Meter Accuracy Report Form (Form 170). The Permittee, if preferred, may submit the report electronically by downloading the correct form from the District website, filling it out properly, and e-mailing it to compliance@nfwwater.com.

8. The Permittee, by January 31 of each year, shall submit a status report using Form 168, Annual Crop Summary Report Form. The report shall include: type and acreage of crop(s) planted and irrigated; type(s) of irrigation system(s); and the number of livestock being watered.
9. The Permittee, by October 31, in 2028 and 2033, shall provide a description of water conservation and efficiency measures currently implemented or planned to be implemented during the permit duration to minimize groundwater and surface water withdrawals. Measures may include, but are not limited to: irrigation system evaluation using the Mobile Irrigation Lab (MIL); irrigation systems upgrades to improve efficiency; improvements to the operation and management of irrigation systems; enhancing reuse and recycling; limiting irrigation to early morning or evening hours to minimize evaporative losses; and other Best Management Practices.
10. The Permittee shall annually evaluate the efficiency of each of its irrigation units and undertake necessary maintenance, repairs and upgrades to provide for the proper efficiency of its equipment. The Permittee shall maintain the irrigation system to prevent wasteful runoff from the property associated with irrigation.
11. The Permittee shall equip the well and irrigation system with an anti-siphoning device if chemicals are to be applied through the irrigation system, as required by section 487.064, F.S.
12. The Permittee shall ensure that any new irrigation system(s) purchased is/are of an efficiency rating of 90% or greater.
13. The Permittee, prior to the construction, alteration and/or enhancement of any surface water withdrawal, diversion, or management system, shall contact the District to determine if a permit will be required. A permit would be required by the District for activities including creek sandbagging, sump excavation, and any maintenance beyond that considered routine or custodial.
14. The Permittee shall maximize the use of reclaimed water if it is available and its use is environmentally, economically and technically feasible.
15. All water uses authorized by this permit shall be implemented as conditioned by this permit, including any documents incorporated by reference in a permit condition. The District may revoke this permit, in whole or in part, or take enforcement action, pursuant to sections 373.136 or 373.243, F.S., unless a permit modification has been obtained to address the noncompliance.
16. The Permittee shall immediately notify the District in writing of any previously submitted information that is later discovered to be inaccurate.
17. This permit does not convey to the Permittee any property rights or privileges other than those specified herein, nor relieve the Permittee from complying with any applicable local government, state, or federal law, rule, or ordinance.
18. The Permittee shall notify the District in writing within 30 days of any sale, transfer, or conveyance of ownership or any other loss of permitted legal control of the Project and/or related facilities from which the permitted water use is made. Where Permittee's control of the land subject to the permit was demonstrated through a lease, the Permittee must either submit documentation showing that it continues to have legal control or transfer control of the permitted system/project to the new landowner or new lessee. All transfers of ownership are subject to the requirements of section 40A-2.351, F.A.C. Alternatively, the Permittee

may surrender the water use permit to the District, thereby relinquishing the right to conduct any activities under the permit.

19. Nothing in this permit should be construed to limit the authority of the District to declare a water shortage and issue orders pursuant to Chapter 373, F.S. In the event of a declared water shortage, the Permittee must adhere to the water shortage restrictions, as specified by the District. The Permittee is advised that during a water shortage, reports shall be submitted as required by District rule or order.
20. With advance notice to the Permittee, District staff with proper identification shall have permission to enter, inspect, observe, collect samples, and take measurements of permitted facilities to determine compliance with the permit conditions and permitted plans and specifications. The Permittee shall either accompany District staff onto the property or make provision for access onto the property.
21. The Permittee may seek modification of any term of an unexpired permit. The Permittee is advised that section 373.239, F.S., and section 40A-2.331, F.A.C., are applicable to permit modifications.
22. The District reserves the right to curtail permitted withdrawal and diversion rates if the withdrawal or diversion causes harm to legal uses of water, offsite land use, or water resources and associated environmental features that existed at the time of permit application.
23. The Permittee shall not cause harmful saltwater intrusion. The District reserves the right to curtail permitted withdrawal rates if withdrawals cause harmful saline water intrusion.
24. The Permittee's consumptive use of water as authorized by this permit shall not reduce a flow or level below any minimum flow or level established by the District or the Department of Environmental Protection pursuant to Sections 373.042 and 373.0421, F.S. If the Permittee's use of water causes or contributes to such a reduction, then the District shall revoke the permit, in whole or in part, unless the Permittee implements all provisions applicable to the Permittee's use in a District-approved recovery or prevention strategy.
25. The Permittee shall mitigate any harm caused by withdrawals or diversions permitted herein on legal uses, offsite land use, and water resources and associated environmental features which existed at the time of permit application. Mitigation may include modification of the Permittee's pumping schedule (i.e., duration, withdrawal rates, time of day, etc.), the lowering of the affected pump(s) or the replacement of the well(s) including proper plugging and abandonment of the well(s) that is replaced. The Permittee, upon receipt of an allegation of interference, shall retain the services of an appropriate licensed professional to investigate the alleged interference. The Permittee shall ensure their chosen professional investigates any alleged interference within 48 hours of the allegation being made and provides the conclusions of the investigation to the entity alleging the impact within 72 hours of the allegation being made. If it is determined that the use of a well has been impaired as a result of the Permittee's operation, the Permittee shall complete the required mitigation within 30 days. The Permittee shall be responsible for the payment of services rendered by the licensed professional. The Permittee, within 30 days of any allegation of interference, shall submit a report to the District including the date of the allegation, the name and contact information of the party making the allegation, the result of the investigation made, and any mitigation action undertaken.

5018 Old US Road Marianna FL LLC

2E-063-5462-6

WATER USE TECHNICAL STAFF REPORT
20-Apr-2023
Application No.: 2E-063-5462-6

Owner: [Redacted]

Applicant: [Redacted]

Agent: [Redacted]

Compliance Contact: [Redacted]

Project Name: 5018 Old US Road Marianna FL LLC
County: Jackson
WRCA: N/A
ARC: N/A
Objectors: No

This Permit authorizes the Permittee to make a combined average annual withdrawal of 0.185 million gallons per day (16.541 million gallons per month maximum) of groundwater from the Floridan aquifer for agricultural use.

Recommendation: Approval
Reviewers: [Redacted]

5018 Old US Road Marianna FL LLC

2E-063-5462-6

RECOMMENDED PERMIT DURATION AND COMPLIANCE REPORTING:

Staff recommends the permit expiration date remain January 1, 2038. The Permittee is required to submit and comply with all information and data pursuant to the conditions set forth in the permit.

WITHDRAWAL INFORMATION:

Water Use	Permitted	Requested	Recommended
Average Day (GPD)	133,000	185,000	185,000
Maximum Month (GAL)	16,541,000	16,541,000	16,541,000

DESCRIPTION:

5018 Old US Road Marianna FL LLC requests modification of Individual Water Use Permit (IWUP) No. 2E-063-5462-5 for conversion of an existing domestic well to a livestock well and for the continued authorization of groundwater withdrawals from the Floridan aquifer for agricultural use with increases to the currently permitted withdrawal amounts. The applicant is increasing the agricultural irrigation by 40 acres and also watering 20 head of cattle.

Staff used the Agricultural Field Scale Irrigation Requirements Simulation (AFSIRS) to determine the irrigation demand associated with 150 acres of watermelons and 40 acres of peaches. Staff recommends authorization of the AFSIRS derived amounts.

District staff used the program DRAWDOWN to analyze potential impacts to the Floridan aquifer associated with the average daily withdrawals over the permit duration. Drawdowns of approximately less than three feet were simulated at distances of one-half mile and one mile, respectively, from the center of pumping. These drawdowns are not anticipated to interfere with existing legal uses.

PERMIT APPLICATION REVIEW:

Section 373.223, Florida Statutes (F.S.), and section 40A-2.301, Florida Administrative Code (F.A.C.), require an applicant to establish that the proposed use of water:

- (a) Is a reasonable-beneficial use;
- (b) Will not interfere with any presently existing legal use of water; and,
- (c) Is consistent with the public interest.

In addition, the above requirements are detailed further in the District's Water Use Permit Applicant's Handbook. District staff have reviewed the water use permit application pursuant to the above-described requirements and have determined that the application meets the conditions for issuance of this permit.

RECOMMENDATION:

It is the determination of the staff that the water use amounts recommended, as conditioned, are reasonable-beneficial, consistent with the public's interest, and will not interfere with any presently existing legal use of water. This determination has been made according to provisions of Chapter 373, F.S., and Chapter 40A-2, F.A.C.

Staff recommends that the applicant be granted an Individual Water Use Permit for This Permit authorizes the Permittee to make a combined average annual withdrawal of 0.185 million gallons per day (16.541 million gallons per month maximum) of groundwater from the Floridan aquifer for agricultural use. Staff also recommends that the expiration date of the permit remain January 1,



NOTICE OF RIGHTS

Northwest Florida Water Management District

152 Water Management Drive, Havana, FL 32333-4712

(850) 539-5999 Fax (850) 539-2693

www.nwfwater.com



The following information addresses procedures to be followed if you desire an administrative hearing or other review of agency action.

PETITION FOR FORMAL ADMINISTRATIVE PROCEEDINGS

Any person whose substantial interests are or may be affected by the action described in the enclosed Notice of Agency Action, may petition for an administrative hearing in accordance with the requirements of section 28-106.201, Florida Administrative Code, or may choose to pursue mediation as an alternative remedy under section 120.573, Florida Statutes, before the deadline for filing a petition. Pursuit of mediation will not adversely affect the right to administrative proceedings in the event mediation does not result in a settlement. Petitions for an administrative hearing must be filed with the Agency Clerk of the Northwest Florida Water Management District, 81 Water Management Drive, Havana, Florida 32333-9700 by the deadline specified in the attached cover letter. Failure to file a petition within this time period shall constitute a waiver of any rights such person may have to request an administrative determination (hearing) under section 120.57, Florida Statutes, concerning the subject permit application. Petitions which are not filed in accordance with the above provisions are subject to dismissal.

DISTRICT COURT OF APPEAL

A party who is adversely affected by final agency action on the permit application and who has exhausted available administrative remedies is entitled to judicial review in the District Court of Appeal pursuant to section 120.68, Florida Statutes. Review under section 120.68, Florida Statutes, is initiated by filing a Notice of Appeal in the appropriate District Court of Appeal in accordance with Florida Rule of Appellate Procedure 9.110.

CERTIFICATE OF SERVICE

I hereby certify that on the below date, a true and correct copy of the foregoing document and all attachments were sent to the applicant and/or their representative(s), and any party having made a written request for notice of agency action, and that section 120.60(3), Florida Statutes has been satisfied.



Hydrologist I

April 21, 2023

Date

Inst. Number: 202132003341 Book: 1689 Page: 23 Page 3 of 7 Date: 3/19/2021 Time: 9:50 AM
Clayton O. Rooks III Clerk of Courts, Jackson County, Florida Doc Mort: 0.00 Int Tax: 0.00 Doc Deed: 7,490.00

EXHIBIT "A"

Parcel ID Numbers: 09-6N-10-0000-0010-0000;
09-6N-10-0000-0200-0040;
10-6N-10-0000-0030-0000; and
16-6N-10-0000-0020-0000.

PARCEL I:

THE NORTHEAST QUARTER OF NORTHEAST QUARTER AND EAST HALF OF SOUTHEAST QUARTER OF NORTHEAST QUARTER AND NORTHWEST QUARTER OF NORTHEAST QUARTER, SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA.

LESS AND EXCEPT THAT CERTAIN REAL PROPERTY CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 371, PAGE 843, PUBLIC RECORDS OF JACKSON COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM NORTHEAST CORNER OF SECTION 9 RUN WEST ALONG NORTH SIDE 947.4 FEET TO POINT OF BEGINNING; THENCE SOUTH 210.0 FEET, WEST 210.0 FEET, NORTH 210.0 FEET, EAST 210.0 FEET TO POINT OF BEGINNING; LOCATED IN SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST.

ALSO LESS AND EXCEPT THAT CERTAIN REAL PROPERTY CONVEYED BY DEED RECORDED IN OFFICIAL RECORDS BOOK 373, PAGE 480, PUBLIC RECORDS OF JACKSON COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM NORTHEAST CORNER OF SECTION 9, RUN WEST ALONG NORTH SIDE 1,157.4 FEET TO POINT OF BEGINNING; THENCE SOUTH 210.0 FEET, WEST 420.0 FEET, NORTH 210.0 FEET, EAST 420.0 FEET BACK TO POINT OF BEGINNING; LOCATED IN SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST.

PARCEL II:

EAST HALF OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA, LESS ONE ACRE IN THE NORTHEAST CORNER AND LESS 2 ACRES IN THE NORTHWEST CORNER AND LESS AND EXCEPT THE FOLLOWING PARCELS OF LAND:

(A) COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST, AND RUN THENCE WEST ALONG THE NORTH RIGHT OF WAY OF COUNTY GRADED ROAD 812.5 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST 209.2 FEET; THENCE NORTH 209.2 FEET; THENCE EAST 209.2 FEET; THENCE SOUTH 209.2 FEET TO THE POINT OF BEGINNING.

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(B) COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST, AND RUN WEST ALONG MCCHAPEL ROAD 600 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST 209 FEET; THENCE NORTH 209 FEET; THENCE EAST 209 FEET; THENCE SOUTH 209 FEET TO THE POINT OF BEGINNING.

(C) COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST, THENCE RUN NORTH TO THE NORTH RIGHT OF WAY OF A COUNTY GRADED ROAD; THENCE RUN WEST 97 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST ALONG RIGHT OF WAY 297 FEET; THENCE RUN NORTH 297 FEET; THENCE RUN EAST 297 FEET; THENCE RUN SOUTH 297 FEET TO THE POINT OF BEGINNING.

(D) BEGIN AT THE SOUTHWEST CORNER OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 10 WEST OF JACKSON COUNTY, FLORIDA; THENCE RUN S88°38'54"E ALONG THE SOUTH LINE OF SAID SECTION, 607.20 FEET; THENCE DEPARTING SAID SOUTH LINE ON A BEARING OF N01°44'16"W, 247.43 FEET; THENCE N88°38'54"W, 607.20 FEET TO A POINT ON THE WEST LINE OF AFORESAID SECTION 10; THENCE CONTINUE ON A BEARING OF N89°56'36"W, 97.0 FEET; THENCE S01°44'16"E, 247.45 FEET TO A POINT ON THE SOUTH LINE OF SECTION 9; THENCE S89°56'36"E ALONG SAID SOUTH LINE, 97.0 FEET TO THE POINT OF BEGINNING. SAID LANDS BEING IN THE SOUTHWEST QUARTER OF SOUTHWEST QUARTER OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 10 WEST AND THE SOUTHEAST QUARTER OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST OF JACKSON COUNTY, FLORIDA.

(E) COMMENCE AT A 4" X 4" UNMARKED CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST OF JACKSON COUNTY, FLORIDA; THENCE RUN S89°56'35"W ALONG THE SOUTH LINE OF SAID SECTION, A DISTANCE OF 1021.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°56'35"W ALONG SAID SECTION LINE, 215.05 FEET; THENCE N00°03'22"W, 209.21 FEET; THENCE N89°57'02"E, 215.05 FEET; THENCE S00°03'27"E, 209.18 FEET TO THE POINT OF BEGINNING.

(F) COMMENCE AT THE SOUTHEAST CORNER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA; THENCE RUN WEST ALONG MCCHAPEL ROAD (COUNTY MAINTAINED) 600 FEET TO THE POINT OF BEGINNING (SAID POINT BEING THE SOUTHEAST CORNER OF A 1 ACRE PARCEL BEING DESCRIBED IN OFFICIAL RECORDS BOOK 505, PAGE 823); THENCE NORTH ALONG THE EAST LINE OF SAID 1 ACRE 209 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE EAST 206 FEET TO A POINT ON THE WEST LINE OF A 2 ACRE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 453, PAGE 527; THENCE SOUTH ALONG THE WEST LINE OF SAID 2 ACRE PARCEL 209 FEET TO THE SOUTH LINE OF SAID SECTION 9; THENCE WEST 206 FEET TO THE POINT OF BEGINNING.

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PARCEL III:

ALL OF THE SOUTHWEST QUARTER OF SOUTHEAST QUARTER OF SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA, LYING EAST OF THE OLD U.S. ROAD, STATE ROAD 167, LESS THIRTEEN AND ONE THIRD ACRES ON THE NORTH SIDE THEREOF AND LESS AND EXCEPT ANY PORTION OF THE FOLLOWING PARCELS OF LAND THAT MAY LIE WITHIN THE AFOREMENTIONED PARCEL:

(A) COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA, AND THE EAST RIGHT OF WAY LINE OF STATE ROAD NO. 167; THENCE N06°27'26"W, ALONG SAID RIGHT OF WAY LINE, 14.22 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N06°27'26"W, 92.29 FEET; THENCE DEPARTING SAID RIGHT OF WAY LINE ON A BEARING OF S89°50'02"E, 209.22 FEET; THENCE S06°27'26"E, 92.29 FEET; THENCE N89°50'02"W, 209.22 FEET TO THE POINT OF BEGINNING. SAID LANDS LYING AND BEING IN SECTION 9, TOWNSHIP 6 NORTH, RANGE 10 WEST, JACKSON COUNTY, FLORIDA.

(B) COMMENCE AT THE NE CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 10 WEST, THENCE NORTH 20 FEET, THENCE WEST 1529.5 FEET TO THE POB, THENCE CONTINUE WEST 221 FEET, THENCE SOUTH 427.36 FEET TO NORTHWESTERLY EDGE OF COUNTY GRADED ROAD, THENCE NORTH 69 DEGREES, 28 MINUTES 01 SECONDS EAST ALONG SAID ROAD 235.99 FEET, THENCE NORTH 389.59 FEET TO THE POB.

(C) COMMENCE AT THE NE CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 10 WEST, THENCE RUN NORTH 20 FEET OR AS MUCH TO REACH THE NORTH BOUNDARY OF A COUNTY GRADED ROAD; THENCE RUN WEST ALONG SAID NORTH BOUNDARY 1183 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST 346.5 FEET; THENCE SOUTH 330 FEET OR AS MUCH TO REACH THE NORTH BOUNDARY OF ANOTHER COUNTY GRADED ROAD; THENCE RUN EASTERLY ALONG SAID NORTH BOUNDARY 181.5 FEET; THENCE RUN NORTHEASTERLY ALONG WEST BOUNDARY OF SAID ROAD 330 FEET OR AS MUCH TO REACH THE POINT OF BEGINNING.

(D) COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 10 WEST, THENCE RUN EAST 360 FEET TO THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 167 AND THE POINT OF BEGINNING. THENCE RUN NORTHERLY ALONG RIGHT-OF-WAY 14.22 FEET, THENCE RUN EAST 209.22 FEET, THENCE RUN SOUTHERLY PARALLEL WITH STATE ROAD 167, 209.22 FEET, THENCE RUN WEST 209.22 FEET TO RIGHT-OF-WAY, THENCE RUN NORTHERLY ALONG RIGHT-OF-WAY 195 FEET TO THE POINT OF BEGINNING.

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DEGREES, 28 MINUTES 01 SECONDS EAST ALONG SAID ROAD 235.99 FEET, THENCE NORTH 389.59 FEET TO THE POB.

(B) COMMENCE AT THE NE CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 10 WEST, THENCE RUN NORTH 20 FEET OR AS MUCH TO REACH THE NORTH BOUNDARY OF A COUNTY GRADED ROAD; THENCE RUN WEST ALONG SAID NORTH BOUNDARY 1183 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE WEST 346.5 FEET; THENCE SOUTH 330 FEET OR AS MUCH TO REACH THE NORTH BOUNDARY OF ANOTHER COUNTY GRADED ROAD; THENCE RUN EASTERLY ALONG SAID NORTH BOUNDARY 181.5 FEET; THENCE RUN NORTHEASTERLY ALONG WEST BOUNDARY OF SAID ROAD 330 FEET OR AS MUCH TO REACH THE POINT OF BEGINNING.

(C) COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 10 WEST, THENCE RUN EAST 360 FEET TO THE EASTERLY SIDE OF STATE ROAD 167; THENCE RUN SOUTHERLY ALONG RIGHT OF WAY 195 FEET FOR POINT OF BEGINNING; THENCE CONTINUE SOUTHERLY ALONG RIGHT OF WAY 209 FEET; THENCE RUN EAST 209 FEET; THENCE NORTH 209 FEET; THENCE WEST 209 FEET TO THE POINT OF BEGINNING.

(D) COMMENCE AT THE NW CORNER OF THE NE 1/4 OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 10 WEST, THENCE RUN EAST 360 FEET TO THE EASTERLY RIGHT-OF-WAY OF STATE ROAD 167 AND THE POINT OF BEGINNING. THENCE RUN NORTHERLY ALONG RIGHT-OF-WAY 14.22 FEET, THENCE RUN EAST 209.22 FEET, THENCE RUN SOUTHERLY PARALLEL WITH STATE ROAD 167, 209.22 FEET, THENCE RUN WEST 209.22 FEET TO RIGHT-OF WAY, THENCE RUN NORTHERLY ALONG RIGHT-OF-WAY 195 FEET TO THE POINT OF BEGINNING.

(E) COMMENCE AT THE NE CORNER OF SECTION 16, TOWNSHIP 6 NORTH, RANGE 10 WEST, THENCE RUN NORTH 20.0 FEET, THENCE WEST 1750.50 FEET, THENCE SOUTH 355.46 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH, 145.90 FEET TO A POINT ON THE NORTH LINE OF MCCHAPEL ROAD (COUNTY); THENCE S68°04'24"W ALONG SAID R/W LINE, 223.0 FEET; THENCE S55°32'30"W ALONG SAID R/W LINE, 66.0 FEET; THENCE DEPARTING SAID R/W LINE RUN N04°27'26"W, 251.92 FEET; THENCE N86°52'11"E, 281.28 FEET TO THE POINT OF BEGINNING.

(F) COMMENCE AT THE INTERSECTION OF THE NORTH LINE OF SECTION 16, T6N, R10W OF JACKSON COUNTY, FLORIDA AND THE EASTERLY R/W LINE OF STATE ROAD NO. 167; THENCE S06°27'26"E ALONG SAID R/W LINE, 310.70 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S06°27'26"E ALONG SAID R/W LINE, 411.21 FEET TO A POINT ON THE NORTHERLY R/W LINE OF MCCHAPEL ROAD (COUNTY MAINTAINED); THENCE N53°59'03"E ALONG SAID NORTHERLY R/W LINE, 219.62 FEET; THENCE DEPARTING SAID R/W LINE RUN N03°03'06"W, 251.75 FEET; THENCE N02°38'36"W, 27.48 FEET; THENCE N89°50'02"W, 209.22 FEET TO THE POINT OF BEGINNING.

The following Terms and Conditions apply to all properties offered in this auction. Seven Hills Auctions, LLC hereinafter "Auctioneer", shall be construed to apply to all officers, principals, employees, agents and/or any other representatives hired or contracted with the Auctioneer. Anyone participating in the auction by registering for the auction, placing a bid or bidding on behalf of another person or entity with a Power of Attorney shall hereafter be referred to as a "Bidder".

All Bidders are required at the time of registration to acknowledge that they have reviewed and accepted the Terms and Conditions. Additionally, by placing a bid the bidder is specifically acknowledging and accepting the conditions stated in these Terms and Conditions as well as the provisions in the Purchase and Sale Agreement.

Agency: The Auctioneer is acting as an exclusive agent for the Seller in this transaction. The Auctioneer does not represent the Bidder.

Due Diligence: All information provided by the Auctioneer is deemed to have been obtained from reliable sources; however, the Auctioneer makes no representations or warranties to its accuracy. It is the Bidder's responsibility to conduct his/her own due diligence, inspect, review and/or analyze each property or item prior to placing a bid. All sales are pursuant to the property being sold on an "as-is, where-is" basis, with no representations or warranties of any kind, expressed or implied by the Seller and/or Auctioneer.

Inspection: Each Bidder is encouraged to inspect the property or items prior to Bidding. Please see website for scheduled inspection times or call for an appointment.

Buyer's Premium: The successful bidder will be required to pay a buyer's premium of 10% of the final accepted bid price. The buyer's premium shall become part of the total purchase price in the Purchase and Sale Agreement.

Escrow Deposit & Contract Execution: The Purchase and Sale Agreement, wiring instructions and closing information will be emailed to the successful Bidder immediately following the ending of the auction or upon bid acceptance by the seller. The successful bidder must within 24 hours execute the Purchase and Sale Agreement and remit an earnest deposit. The earnest deposit is calculated from the total purchase price (i.e. high bid amount plus the buyer's premium). For properties with a total purchase price of \$2,499 or less the full purchase price is due, for properties selling for \$2,500 to \$100,000 the greater of \$2,500 or 20% is due, for properties selling for \$100,001 to \$200,000 15% is due and for properties selling from \$200,001 or greater 10% is due.

Closing for Real Property: All properties must close within thirty (30) days of the "binding agreement date", unless otherwise stated in the Purchase and Sale Agreement. The "binding agreement date" is the date in which the last signatory party executes the Purchase and Sale Agreement. The closing will be conducted by the firm shown on the individual property specific web page at 7hauctions.com. All closing cost will be paid by the successful Bidder including, but not limited to, attorneys' fees to prepare the closing documents and deed, closing coordination fee, title examination, transfer tax and purchaser's legal fees. Taxes and property owner association dues will be prorated as of the date of closing. Title Insurance will be available for purchase.

Survey: In the event the property sales as whole it will be conveyed by existing legal descriptions. In the event the property sales divided, Tract 1 (i.e. Packing Facility) will be surveyed by Southeastern Surveying, 1130 Highway 90, Chipley, FL 32425. The cost of the survey will be paid by the purchaser at a price of \$2,860.00. Tract 2 will not be surveyed and will be conveyed by existing legal descriptions. Marking of lines between corners will be available for an additional fee. The survey of Tract 1 will include a boundary survey, metes and bounds descriptions and corners set. Tract 1 acreage amount was derived by Southeastern Surveying and are not field measurements. The final acreage may vary slightly. Final sales prices will be adjusted on a per acre basis only if the final survey reveals a deviation of one acre or greater from what is advertised the concluding day of the auction.

If the property is purchased in its entirety the property will be conveyed by existing legal descriptions of record. One survey will be prepared with all tracts included and corners set. Marking of lines between corners and individual surveys will be available for an additional fee. The survey will include a boundary survey, metes and bounds descriptions and corners set. The individual tracts contain estimated acreage amounts derived by Southeastern Surveying and are not field measurements. The final acreage may vary slightly on individual tracts. Final sales prices will be adjusted on a per acre basis only if the final survey reveals a deviation of one acre or greater from what is advertised the day of the auction.

Broker Participation: Broker Participation is encouraged by the Auctioneer. A commission of 2% of the highest accepted bid (before adding a buyer's premium) will be paid to any qualified licensed real estate broker that holds a current and valid license in the state where the property is located. Commissions will only be paid at closing. In order to qualify the broker must submit the Broker/Bidder Participation Form, prior to the bidder placing a bid or by 3:00 P.M. eastern time on the day preceding the auction, whichever comes first. UNDER NO CIRCUMSTANCE WILL BROKER REGISTRATION BE ALLOWED ON THE DAY OF THE AUCTION. A bidder is only allowed to be registered by one broker.

Non-Compliance: If a participant is the successful high bidder and fails to execute the Purchase and Sale Agreement and/or remit the earnest deposit with 3 days of the Purchase and Sale Agreement being delivered, the participant will be responsible for a Non-Compliance Fee of \$5,000. By placing a bid, you hereby specifically authorize Seven Hills Auctions to charge the credit card on file in the event of such Non-Compliance. This Non-Compliance Fee is a penalty for failing to abide by the Terms and Conditions of the auction. Auctioneer at its discretion shall charge the credit card on file or use any other means necessary to collect such fees. Any bidder that fails to execute a Purchase and Sale Agreement and/or remit an earnest deposit may also be prohibited from bidding on future auctions conducted by the Auctioneer. The Seller and Auctioneer, upon Non-Compliance by a bidder, reserves the right to immediately offer the property for sale. The Seller reserves the right to seek legal action against the bidder. Do not bid unless you can fully close the transaction at your bid price plus applicable bidder and closing fees.

Successful Bidder Default: A successful bidder that fails to close per the specific terms of the Purchase and Sale Agreement for any reason shall be required to release their earnest deposit to the Seller as non-exclusive liquidated damages as fully outlined in the Purchase and Sale Agreement.

Extended Bidding: All online auctions include an EXTENDED BIDDING feature. If a bid is placed on any property within the last five (5) minutes of the auction the ending time of the auction for ALL properties will be extended for five (5) minutes. The bidding on ALL properties will remain open until no further bids have been placed on ALL properties for five (5) minutes.

Bid Increments For Real Property: The bidding increments for all properties will be as follows:

Amount Up To	Bid Increments
\$2,500	\$100
\$10,000	\$250
\$50,000	\$500
\$100,000	\$1,000
\$250,000	\$2,500
\$500,000	\$5,000
\$1,000,000	\$10,000
\$1,000,000+	\$25,000

Technical Problems: The auction will be conducted using online bidding. Any technical problem that may arise from internet connectivity, hardware, software, human error, or any other such issue whether on behalf of the Bidder or Auctioneer may arise at any time without notice. In the event such technical problems arise, neither Auctioneer nor the Seller shall be responsible. Auctioneer, reserves the right to cancel, postpone and/or extend the bidding time in the event of such technical problems. Any actions the Auctioneer takes shall be final.

Additional Terms: All property is being sold “As-Is, Where-Is” with all faults and is selling subject to any existing restrictions, conditions, easements, zoning, property owners associations fees and all matters that may be revealed in a current survey, inspection and/or title examination. No warranty is expressed or implied as to the improvements, soil, environmental, wetlands, zoning or any other matters. The Auctioneer reserves the right to cancel the auction at any time, add properties or delete properties without notice. The seller reserves the right to reject any bid unless the property is selling “Absolute”. The Seller and their agents reserve the right to place bids on the property up to the Seller’s reserve. Any acceptance of a winning bid maybe rescinded by the Seller, in the seller’s sole discretion, for any reason prior to the Purchase and Sale Agreement being executed by the Seller, unless selling “Absolute”. Neither the Auctioneer nor Seller will be responsible for any omissions or errors related to this auction, these terms and conditions, the Purchase and Sale Agreement and/or the closing documents. All bidders shall carefully review, inspect, analyze, perform any test or other necessary due diligence prior to bidding. Bidders shall make their own determination as to the accuracy of any due diligence or information provided by the Auctioneer or Seller. No personal property will be conveyed unless specifically denoted in the Purchase and Sale Agreement. Auctioneer cannot guarantee the performance of the seller or seller obligations on any transaction. The terms of the Purchase and Sale Agreement shall prevail in the event of any inconsistencies between the terms and conditions of the auction, announcements, communications by the Auctioneer and/or the Purchase and Sale Agreement. The Auctioneer is not responsible for any technical issues, missed bids or bids placed after the closing of the auction. The Auctioneer reserves the right, in its sole discretion, to revoke the bidding privileges of any bidder at any time for any reason.

Seven Hills

AUCTIONS

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NOVEMBER 2025

Seven Hills Auctions, LLC
William C. Lee III, Broker In Charge
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