

Prepared By/Return Recorded Document To:  
Elliott, Blackburn & Gooding, P. C.  
3016 North Patterson Street  
Valdosta, GA 31602  
Attention: Thompson H. Gooding, Jr.

Cross Reference To:  
Book 6781, Page 1  
Lowndes County, GA Records

BORROW PIT AGREEMENT

GEORGIA, LOWNDES COUNTY.

This Borrow Pit Agreement (this "Agreement") made and entered into effective May 11, 2021 (the "Effective Date") by and among **RIVER RUN FARM, LLC**, a Georgia limited liability company, 2621 Hwy. 84 E., Valdosta, GA 31606 ("River Run"), **HIRAM LARRY SANDERS, JR., CHRISTINE LYNN SANDERS** (Hiram Larry Sanders, Jr. and Christine Lynn Sanders collectively being the "Sanders") 2621 Hwy 84 E., Valdosta, GA 31606, and **THE BOARD OF COMMISSIONERS OF LOWNDES COUNTY, GEORGIA**, a body politic and a political subdivision of the State of Georgia, 327 N. Ashley Street, Valdosta, GA 31601 (the "County");

WITNESSETH:

WHEREAS, the County desires to access, excavate, extract, and remove as its property borrow pit materials for use on County roads and other purposes, and River Run desires to provide such access and to sell such materials to the County from that certain tract of land having a surface area size of ten (10) acres, more particularly described on Exhibit "A" (the "Property"), which Property is located within a larger tract of property River Run owns in Land Lots 423 and 452 in the 11<sup>th</sup> Land District of Lowndes County, GA, such larger tract of property being the same as conveyed by the Sanders to River Run by that certain Quitclaim Deed, dated May 3, 2021, recorded at Deed Book 6781, Page 1 in the public real estate records of the Lowndes County Clerk of Superior Court and currently identified as tax parcels 0259 029F, 0259 029B, and 0259 029C by the Lowndes County Board of Tax Assessors (the "Parent Tract"); and

WHEREAS, the Sanders are both the sole record and beneficial owners, members, and managers of River Run, and find it in the best interest of each of the Sanders and River Run for each of the Sanders, jointly and severally, to enter into this Agreement and agree to be liable and responsible for each of the obligations of River Run in this Agreement, in each case as a material and essential inducement to the County to enter into this Agreement;