

NOW, THEREFORE, in consideration of the promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the County, River Run, and each of the Sanders hereby agree as follows.

1.

River Run hereby grants, conveys, and transfers to the County, its agents and representatives, the exclusive rights to enter upon the Property and to excavate, extract, and remove as the County's property an unlimited quantity of Borrow Pit Materials from the Property. As used herein, "Borrow Pit Materials" shall mean clay, stone, gravel, dirt, rock, ore, sand, silt, minerals, and other earth products. The grant and other provisions of this Agreement shall constitute a covenant running with the land for the benefit of the County, its successors and assigns.

2.

River Run represents and warrants that it is the sole owner of the Property and the Parent Tract and is authorized to permit the excavation, extraction, removal, and conveyance of Borrow Pit Materials from the Property and to grant rights of ingress, egress and regress onto and over the Parent Tract.

3.

Work done or caused to be done by the County's agents, employees, representatives, and contractors, and their vehicles and equipment, to excavate, extract, and remove Borrow Pit Material shall be confined to the area identified on Exhibit A. During the Term (as hereinafter defined), the County shall have the exclusive possession and use of the Property to quietly have, hold, occupy, and use the Property in carrying out the County's activities thereon that are set forth in this Agreement, and the County's such possession and use shall not be disturbed by River Run or its successors and assigns (except that agents or representatives of River Run (or its successors and assigns) may at any time enter the Property (i) for purposes of inspection and (ii) for carrying out River Run's activities pursuant to Section 10 hereof, in each case, without interrupting or interfering with the County's such possession and use of the Property).

4.

The County will access the Property from Lake Alapaha Boulevard, which will require the County, its agents, employees, representatives, and contractors to cross over a portion of the Parent Tract that is not included in the Property. The County and River Run intend to work together to cooperatively identify a route of ingress, egress and regress for the County, its agents, employees, representatives, and contractors to use in accessing the Property for the purposes contemplated by this Agreement. If the County and Sanders cannot agree on such a route of access after reasonable efforts to do so, the County may unilaterally designate a route of access through the Parent Tract by identifying the path that provides the County with the most practical direct access to the Property from Lake Alapaha Boulevard without encountering improvements or other obstructions that would have to be removed or would otherwise interfere with the County's ingress, egress, and regress to the Property. Such access road (hereinafter, the "Access Road") shall be no more than twenty (20) feet in width, and, once identified, its location will remain unchanged during the Term unless agreed to by the parties hereto. The Access Road will be used by the County for ingress, egress, and regress to the Property, only. The County will maintain the Access Road in good