

condition and repair such that, at all times, it is traversable by two or more axle vehicles and equipment. The County will compact and grade the Access Road as needed and will install suitable rock to the extent necessary to keep the Access Road in such condition. During the Term, River Run shall not erect any barriers or obstructions within or across, or otherwise interfere with the County's use of, the Access Road.

5.

Excavation, extraction, and removal of Borrow Pit Materials from the Property by the County may be done on an "as needed" basis during the Term (as hereinafter defined).

6.

As sole and exclusive compensation for access to and excavation, extraction, and removal of the Borrow Pit Materials, any damage to the Property inherently resulting from such access, excavation, extraction, and removal, and for the County's other rights under this Agreement, the County shall pay River Run the lump sum of \$250,000 concurrent with execution of this Agreement.

7.

The County may excavate the Property to a depth sufficient to excavate, extract, and remove the needed Borrow Pit Materials. Upon completion of all excavation, extraction, and other surface mining by the County on the Property, the County shall perform at its expense reclamation of the Property in accordance with a mutually acceptable Mining Land Use Plan developed by River Run and approved by the Environmental Protection Division of the Georgia Department of Natural Resources ("EPD") (the "Reclamation Work").

8.

River Run acknowledges the inherent disruption and damage to the Property as a result of the excavation, extraction, and removal of Borrow Pit Materials therefrom. River Run releases the County from any claims for such inherent disruption and damage, and River Run covenants and agrees not to sue the County for any such harm.

9.

To the extent permitted by law, each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold each other Party (the "Indemnified Party") harmless from any and all claims, costs, expenses, and damages of any kind, including, without limitation, reasonable attorneys' fees, that arise or relate to any claim for (i) bodily injury or damage to real or personal property (other than the inherent disruption and damage to the Property resulting from the excavation, extraction, and removal activities contemplated hereby) as a result of negligence or willful misconduct by the Indemnifying Party or any of its agents, employees, contractors, or representatives to the extent occurring in connection with or relating to the Indemnifying Party's exercise of its rights under this Agreement, or (ii) breach or violation of this Agreement.

10.

For and during the Term, River Run shall be responsible for the performance and costs of all surveying, engineering, and permitting required by the EPD in connection with the activities contemplated hereby, including development of a Mining Land Use Plan (that includes a reclamation plan for the Property) approved by EPD, obtaining an exemption for