

the County from EPD's bonding requirements relating to the Mining Land Use Plan, and EPD's annual inspections, in consideration for which the County shall pay River Run a lump sum of \$50,000 concurrent with execution of this Agreement, which sum is in addition to the compensation being paid pursuant to Paragraph 5 above.

11.

Nothing in this Agreement shall create a contractual relationship or a cause of action in favor of any third party.

12.

This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any prior agreement, understanding, or correspondence relating to the subject matter of this Agreement. No change in the terms of this Agreement shall be binding unless they are reduced to writing and signed by all parties to the Agreement.

13.

This Agreement is for the benefit of and shall be binding upon the County, River Run, and each of the Sanders, and their respective heirs, beneficiaries, executors, administrators, successors, successors in title, and permitted assigns. No part of this Agreement may be transferred, assigned, or subcontracted to another party without the prior written consent of the parties hereto which shall not be unreasonably withheld, conditioned, or delayed.

14.

This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia.

15.

The term of this Agreement (the "Term") shall commence as of the Effective Date and shall therefrom continue for a period of twelve (12) years, said Term being ten (10) years for access, excavation, extraction, and removal of Borrower Pit Materials by the County plus an additional two (2) years for performance of the Reclamation Work.

16.

This Agreement may be executed in counterparts.

17.

Nothing contained in this Agreement shall constitute a waiver of any immunity of the County, its commissioners, officers, employees, and agents from suit.

18.

This Agreement documents a sale to a county of the State of Georgia being paid directly to the seller (being River Run) within the meaning of O.C.G.A. § 48-8-3(1), and the transaction contemplated hereby is, therefore, intended to be immune from sales and use tax.

19.

For the avoidance of doubt, each of the Sanders, jointly and severally, agree to be liable