

## **AGREEMENT**

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### **STATE OF GEORGIA COUNTY OF LOWNDES**

Subject to and contingent upon approval and permit issued by the Georgia Environmental Protection Division, this agreement made and entered into effective the first day of November 2024 (the "Effective Date"), by and between Lowndes County, Georgia, (hereafter "Owner") and DRC Emergency Services, LLC, (hereafter "User");

#### **PREMISES**

Subject to the terms and conditions set forth herein, Owner does hereby agree User may use a certain unimproved parcel of land being in Lowndes County, Georgia more particularly described as follows:

Approximately five (5) acres located at 7404 GA HWY 122 E, Barretts, GA depicted on Exhibit A hereto (the "Premises")

#### **TERM**

This agreement shall begin as of the Effective Date and continue on a month-to-month basis until terminated for any reason by either party on 30 days written notice to the other party (the "Term").

#### **PAYMENT**

User shall pay Owner \$3,500 per Month paid in advance on the first day of the month beginning November 1, 2024, through the Term of the agreement.

#### **USE OF PREMISES**

It is expressly agreed that this agreement is executed by Owner pursuant to its power to provide fire protection, ambulance, emergency rescue, solid waste collection and disposal, and emergency management services in order that User may conduct upon the Premises the business and operation of post-disaster debris management, in connection with the Hurricane Helene disaster event; such operations may include the temporary staging or stockpiling of vegetative debris, use of heavy equipment in grinding of vegetative debris, use of heavy equipment in the handling and/or loading of the debris, ingress and egress of large trucks transporting the debris to and from the Premises. Owner acknowledges that existing vegetation on the Premises, such as grasses, may be temporarily destroyed due to User's operations on the Premises. At the termination of User's operations on the Premises, User is obligated to remove all disaster debris from the Premises and to restore the land of the Premises to its present physical condition as nearly as practicable. It is understood and agreed that User accepts said Premises in its present physical condition, and that Owner and User are under no obligation to make repairs or replacements to said Premises during the Term. Due to the understood nature of the debris management operations that will take place on the Premises, Owner acknowledges that User is responsible only for removal of all disaster debris at the expiration of the Term and restoring the land of the Premises to its present physical condition as nearly as practicable. User may at any time during the Term of this agreement erect or bring upon the Premises such signage, temporary fencing, temporary buildings, towers, portable fuel tanks, temporary utility connections, equipment, improvements or other constructions necessary and incidental to the use of the Premises as a temporary debris management site, provided that User shall remove same from the Premises at the expiration of the agreement.

#### **PERMITS**

User shall be responsible for acquiring and maintaining such licenses, permits, and complying with all other regulatory requirements, Federal, state or local, in connection with the use of the Premises as a temporary debris management site. Upon request, Owner shall provide to User any information required by the authority having jurisdiction to issue said licenses, permits, etc.