

STATE OF GEORGIA
COUNTY OF GORDON

AGREEMENT

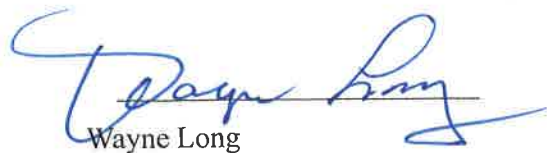
This agreement is made on August 11, 2016 by and between Wayne Long of 114 Hunts Gin Road, NE, Calhoun, Georgia ("Owner") and Gordon County, Georgia ("Gordon County"). Together, the Owner and County are referred to as the Parties. In consideration of Ten dollars (\$10.00) and other valuable consideration the Parties hereby agree as follows:

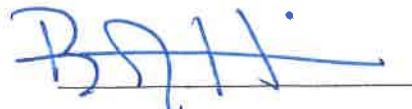
1. The Owner owns 49.90 acres of land in the 7th District and 3rd Section of Gordon County, Georgia and being a part of Land Lot 160 as shown on a plat entitled "Survey for Garl Moss Kelley Estate" dated August 29, 1979 and recorded in Gordon County Plat Book 11 at Page 281.
2. To assist Gordon County in making improvements to Brookshire Road, Owner hereby allows and grants permission and a license to the County to disturb no more than one (1) acre of the above described land for purposes of obtaining chert, soils and material at a location to be determined by the Parties. This location is approximately shown on Exhibit "1" attached hereto.
3. Gordon County will be responsible for all costs associated with its work including soil and erosion prevention.
4. Gordon County will seed and mulch the area of land it disturbs.
5. Gordon County will leave the driveway on the property in a good passable condition with ruts repaired and appropriate ditching. No work by the County on this property or driveway shall be construed as an acceptance of the drive as a public road and it does not establish a continuing obligation of repair or maintenance.
6. The Owner grants express authority to the County to enter upon the property; conduct the land disturbance activity; and to remove the materials contemplated in this agreement.
7. The Owner agrees that the only damages that he may claim for breach of this agreement is to seek specific performance of the obligations to seed and mulch and leave the road in a passable condition. The Parties waive any and all claims for monetary damages either could possibly have against the other arising out of this agreement including, but not limited to, attorney's fees and expenses of litigation.
8. Gordon County will complete its work before Dec, 1, 2016.

So agreed this 11 day of August, 2016.


Kathy Bunch
Witness


Witness


Wayne Long


Barry Hice, Dir. Public Works
Gordon County, GA