

GA DOT Project: Twin Lakes Road  
Tax Parcel ID No(s): 0170 076, 0195 031, and 0195 032C

## **AGREEMENT TO PURCHASE REAL PROPERTY**

THIS AGREEMENT TO PURCHASE REAL PROPERTY (this "Agreement") is made and entered into effective as of the 9th day of December, 2025 (the "Agreement Date"), by and between L. WARREN TURNER, JR., an individual resident of the State of Georgia ("Turner"), and LOWNDES COUNTY, GEORGIA, a political subdivision of the State of Georgia ("Lowndes County") (individually a "Party" and collectively the "Parties").

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency of which are hereby acknowledged, and subject to the terms and conditions set forth below, Turner agrees to grant, sell, and convey to Lowndes County those certain tracts or parcels of land located in Land Lot 63 of the 16<sup>th</sup> Land District of Lowndes County, Georgia, and being more particularly described on Exhibit A attached hereto and made a part hereof by reference (collectively, the "Property") in order to add to the right of way (the "Right of Way") of Twin Lakes Road (the "Road") for the purpose of paving the Road (the "Project").

1. **Purchase Price; Conveyance.** Lowndes County shall pay Turner the sum of \$6,008.00 in cash or other immediately available funds for the Property, which sum shall be paid at closing, the date and time of which will be determined by mutual agreement of the Parties, but in no event later than December 19, 2025. Turner agrees to execute and deliver to Lowndes County at closing Right of Way Deeds in the form attached hereto as Exhibit B.

2. **Additional Terms and Conditions.**

- a. **Gates:** As of the Agreement Date, Turner has two existing gates located within the Property. Both gates will be removed by Lowndes County during construction of the Project. Upon completion or during construction of the Project, the two gates will be reinstalled by Lowndes County at its sole expense, with such gates being reinstalled on property of Turner in close proximity to each such gate's previous location. The exact location of the reinstalled gates is still to be determined, but it is agreed by the Parties that (a) the gates will be reinstalled in a recessed position of sufficient distance from the Right of Way to allow a vehicle pulling a standard sized trailer to turn into Turner's property at the gate without any portion of the vehicle or trailer remaining in the Road while the gate is being opened and (b) notice will be given to Turner prior to reinstallation of the gates so that he can provide input as to their positioning.
- b. **Fencing; Interior Pathway:**
  - i. **Replacement of Existing Fence:** Turner has existing fencing within the Property that will have to be removed. Lowndes County will pay the cost of replacing such fencing with