

new fencing of equivalent materials and quality to be located outside of and parallel to the Right of Way. To facilitate that payment, Turner will obtain a quote from either Sims Fence Company or Dixie Fence Company for the required work, and Lowndes County will either pay the amount of such quote to the applicable fence company directly, or, if Turner elects to pay the fence company himself, Lowndes County will reimburse Turner for such expense.

- ii. Clearing of Interior Pathway: In connection with the installation of the new fencing referenced above, Lowndes County agrees, at its expense, to clear a pathway along the northern side of such replacement fencing by removing trees, brush, and other natural growth. Said pathway will be of equivalent width to the pathway that Turner currently maintains on the interior side of his existing fencing. Turner will be solely responsible for the maintenance of said pathway after its initial clearing by Lowndes County.
- c. Removal of Trees: It is understood and agreed that any tree with all or any portion of the base of the tree trunk within the Right of Way will be removed as part of the Project.
- d. Planting New Trees: Lowndes County agrees that within one year of completion of the Project it will at its sole expense plant four trees of a size and variety to be determined by Lowndes County in a location or locations within the boundaries of Lowndes County, Georgia, to be determined by Lowndes County.
- e. Access to Water: Lowndes County will install a total of three water taps on Turner's real property along Twin Lakes Road, with one tap being installed in each of the three tax parcels affected by the Project, to wit: tax parcel 0170 076, tax parcel 0195 031, and tax parcel 0195 032C (collectively the "Three Tax Parcels").
- f. Fee to File Application to Reapply for CUVA: Lowndes County shall reimburse Turner the fee incurred to file with the Clerk of the Superior Court an application to reapply for the Conservation Use Valuation Assessment ("CUVA") on the Three Tax Parcels as a result of the sale of the Property by Turner to Lowndes County.

3. Temporary Construction Easement. Turner hereby grants to Lowndes County a temporary construction easement over and across other lands of Turner adjacent to the Right of Way to the extent such easement is reasonably necessary or convenient for Lowndes County to discharge its obligations under Section 2 above.

4. Representations and Warranties of Turner. Turner represents and warrants to Lowndes County that Turner has the right, power, and authority to enter into this Agreement and to grant, sell, and convey the Property to Lowndes County in accordance with the terms hereof and that no other person or entity holds an interest of any kind in the Property. It is the express intention of the

