

Parties that this Section 5 shall survive the consummation of this transaction and the completion of all work contemplated hereby.

**5. Miscellaneous.** This Agreement supersedes all prior discussions and agreements between the Parties with respect to the Property and all other matters contained herein, and it constitutes the sole and entire agreement between the Parties with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Parties. This Agreement shall apply to, inure to the benefit of, and be binding upon and enforceable against Turner and Lowndes County and their respective heirs, administrators, successors, and assigns to the same extent as if specified at length throughout this Agreement. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument. A facsimile or PDF signature may be relied upon as an original. Time is of the essence of this Agreement. This Agreement shall be governed by and construed according with the laws of the State of Georgia, without regard for the choice of law or conflict of law provisions thereof. Any legal action to enforce the terms of this Agreement or otherwise arising out of this Agreement is to be brought in the Superior Court of Lowndes County, Georgia, and each of the Parties consent to the exclusive jurisdiction and venue of such court. No provision of this Agreement shall be construed by any court or other judicial authority against either Party by reason of such Party being deemed to have drafted or structured such provision.

It is so agreed.

Lowndes County, Georgia (SEAL)

By: \_\_\_\_\_  
Bill Slaughter, Chairman

Attest: \_\_\_\_\_  
Belinda C. Lovern, Clerk

  
L. Warren Turner, Jr.

(SEAL)