



September 29, 2009

Ms. Kresha Aycock
Effingham County GIS
601 North Laurel Street
Springfield, Georgia 31329-0307

RE: Letter of Agreement

This letter is an agreement between Effingham County Georgia, owner of the Building known as the administrative complex where they have has an established office building and eGPS Solutions, Inc. (eGPS). Effingham County has agreed to allow eGPS to install and operate a GPS base station on their building in Springfield, GA. eGPS agrees to allow Effingham County employees access to data collected by this GPS and two real time access nodes to its Real Time Network for this agreement. The term of this agreement is for the next one year with option's for 20 renewals. eGPS will install an electronics cabinet (33"X 20"X 14") inside the building to hold their required electronic components in a place agreeable to both parties. eGPS shall mount a 14" diameter GPS antenna on a bracket fixed to the outside of the building and install the antenna cable from the antenna to the electronics cabinet. eGPS shall have use of a suitable internet connection installed in its cabinet. All installed components shall be placed to the satisfaction of both parties. Effingham County will provide eGPS 110V power for the base station. The cost of electrical consumption is anticipated to be less than \$1.00 per month.

Once this base station is installed and operating, eGPS does not anticipate frequent visits to the building. An occasional visit may be necessary to maintain, replace or reset the equipment. eGPS shall call ahead of time to schedule a time convenient for both parties to access their equipment.

In the event that Effingham County abandons or sells this building, Effingham County will provide eGPS 90 days advance notice so they can relocate their GPS equipment if necessary.

eGPS shall hold Effingham County completely harmless for any personal injury of our employees or agents or damage to this GPS equipment including; lightning strikes, fire, theft, and accidental damage. eGPS Shall also ensure the equipment is installed in a safe manner and the installation does not cause any damage to the building.

This is the entire agreement and shall be binding on both parties.

Sincerely,

eGPS SOLUTIONS, Inc.

Lonnie Sears, RLS

Accepted by:

Name: _____

Date: _____

Name: CD Zeigler CD Zeigler, Chairman

Date: 10/06/09