



CROSBY
LAND COMPANY

REAL ESTATE PURCHASE CONTRACT
FOR PURCHASE OF PROPERTY
"AS IS, WHERE IS, SUBJECT TO ALL FAULTS"

THIS REAL ESTATE PURCHASE CONTRACT (hereinafter "Contract") by and between **the Board of Commissioners of Effingham County, Georgia** (hereinafter the "Buyer"), and **Herbert Fetzer Nease** (hereinafter the "Seller").

WITNESSETH:

WHEREAS, Seller is the owner of certain real property situated in **Effingham** County, State of **Georgia**, which real property Seller desires to sell to Buyer "AS IS, WHERE IS, SUBJECT TO ALL FAULTS", and Buyer agrees to purchase the said real property from Seller "AS IS, WHERE IS, SUBJECT TO ALL FAULTS", upon the terms and conditions described herein.

NOW THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), the receipt and sufficiency being hereby acknowledged, the Buyer and Seller have agreed as follows:

1. Description

The property is described as follows:

Effingham County Tax Parcel No. 03010004TPO (26.63 acres, more or less)
Effingham County Tax Parcel No. 03010004E00 (122.58 acres, more or less)
Effingham County Tax Parcel No. 03010004D00 (88.19 acres, more or less)
Effingham County Tax Parcel No. 03010005 (60.20 acres, more or less)

Total estimated acres: 297.60 +/- acres

An Exhibit "A" legal description will be prepared after the survey is complete.

The Property shall include all of Seller's rights, privileges and easements appurtenant to the land; all development rights, timber rights including but not limited to standing and fallen timber, timber deeds, air rights, water, water rights and water stock related to the land; and all other easements, rights-of-way or appurtenances used in connection with the beneficial use and enjoyment of the land and the improvements constructed thereon. Seller shall convey or cause all such rights to be conveyed to Buyer at closing, free and clear of all liens and encumbrances, with the exception of the Permitted Exceptions, as defined herein, in **"AS IS, WHERE IS CONDITION, SUBJECT TO ALL FAULTS"** and **SUBJECT TO THE PROVISIONS OF THAT CERTAIN AGREEMENT BETWEEN SELLER AND HOLLINGSHEAD MATERIALS, LLC (NOW SRM CONCRETE), DATED JUNE 25, 2020, SPECIFICALLY INCORPORATED HEREIN.** See special stipulations pertaining to easements shown on various plats through the property.

2. Purchase Price


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(a) The consideration for the Property shall be Two Million Three Hundred Thousand Dollars (\$2,300,000.00) (the "Purchase Price").

(b) Buyer shall pay the Purchase Price to the Seller in the following manner:

(1) Upon receipt of a fully executed copy of this Contract, Buyer shall remit **\$50,000.00 as an earnest money deposit** (the "Deposit") to be held by **the Closing Attorney** as the escrow agent and to be applied to the Purchase Price at closing.

(2) The balance of the Purchase Price shall be paid at closing by wire transfer or attorney trust check, at Buyer's option.

3. **Title Insurance**

Buyer shall, at Buyer's expense, secure a title insurance commitment (the "Commitment") within THIRTY (30) days of the Effective Date, issued by Buyer's Attorney, indicating that at Closing such title insurance company will issue its Owner's Title Insurance Policy at standard rates in favor of Buyer in the amount of the Purchase Price, insuring marketable title to the Property, free and clear of, liens, encumbrances and restrictions, except as to any matters arising out of that certain agreement between Seller and Hollingshead Materials, LLC (now SRM Concrete), dated June 25, 2020, said Property being conveyed subject to all terms and provisions of said Agreement, and otherwise, subject only to zoning restrictions of record, and taxes not yet due and payable (the "Permitted Exceptions").

Said title insurance policy shall be issued immediately upon closing, showing a good and marketable title to be in the Buyer subject to Permitted Exceptions and the above referenced agreement with Hollingshead Materials, LLC (now SRM Concrete), dated June 25, 2020. Buyer shall pay the premium for the title insurance policy.

If such title insurance commitment discloses defects in title, Buyer shall notify Seller in writing and Seller at its election may remedy such defects in title within FIFTEEN (15) days of said notice. If Seller elects not to remedy such defect, the Deposit shall be returned to Buyer and this Contract shall be null and void. If Seller elects to remedy such defect but cannot remedy such defects in title, on or before the date set forth in this Contract for Closing, Buyer may take one or more of the following actions:

(a) grant Seller additional time to remedy such defects, thereby extending the Closing date.

(b) complete the purchase and accept such title as Seller is able to convey, unless such defects are delinquent real estate taxes or assessments, liens, ascertainable amount placed against the Property, in which case that amount may be deducted from the Purchase Price and paid at Closing to remove such defect; or

(c) declare this Contract null and void upon written notice to Seller, in which event the Deposit shall be refunded to Buyer. Upon making such refund, this Contract shall be deemed canceled and neither party shall have any further claim against the other by reason hereof.

4. **Representations and Warranties of Seller**

The Seller makes the following limited representations, all such limited representations of Seller are limited to the best of seller's knowledge, based on written notice actually received, without duty to investigate, to wit:

(a) Seller is the sole owner of the Property in fee simple absolute subject to that certain

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agreement between Seller and Hollingshead Materials, LLC (now SRM Concrete), dated June 25, 2020.

(b) Seller has the authority to convey the Property to Buyer on the terms and conditions contained within this Contract. Seller shall convey the Property by transferable and recordable Limited Warranty Deed subject to the agreement between Seller and Hollingshead Materials, LLC (now SRM Concrete), dated June 25, 2020, with the Property being transferred free and clear of all monetary liens and encumbrances, or other legal restrictions unless otherwise stated in this Contract or agreed to by Buyer after review of the Commitment.

(c) Seller knows of no condemnation or eminent domain contemplated against the Property or any part thereof.

(d) Seller is not a party to any litigation affecting the Property or the Seller's right to sell the Property or any part thereof, and the Seller knows of no litigation or threatened litigation affecting the Property, or any part thereof.

(e) Seller has received no notice of any violations of zoning, building, fire, safety or health codes with respect to the Property.

(g) Seller has no knowledge of any private improvements which have been made on the Property which would or could result in any mechanic's lien against the Property.

(h) As of the Effective Date there are no existing leases encumbering the Property.

(i) Seller has not entered into any other transaction for the sale or lease of the Property except as to that certain Agreement, dated June 25, 2020, between Seller and Hollingshead Materials, LLC (now SRM Concrete).

(j) Seller has received no written notice from any governmental agency or commission of environmental violations affecting the Property. To the best of Seller's knowledge without duty to investigate, Seller and the Property are in compliance with all applicable federal, state and local laws, administrative rulings, regulations and regulatory approvals relating to the protection of the environment.

(k) Seller has received no written notification that it is a potentially responsible party under Section 107 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"). Seller has not received notification from any state or local government under any similar provisions of state or local law.

(l) To the best of the Seller's knowledge, based on written evidence actually received, and without duty to investigate, no toxic, explosive or otherwise "hazardous substance," as that term is defined in Section 101(14) of CERCLA, or petroleum (including crude oil or any fraction thereof) has been discharged, deposited, dumped, spilled, leaked or placed into, on or under the Property at any time either prior to or after the date Seller acquired title to the Property. The representations and warranties contained herein shall be effective as of the Effective Date and as of Closing and shall survive Closing. Seller shall indemnify and hold Buyer harmless from any cost, damages or liabilities, including reasonable attorney's fees arising out of or in any way related to breach of any

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representation and warranty contained herein.

5. **Closing**

Closing shall take place within thirty (30) days after the expiration of the Due Diligence Period. In all events, the closing shall take place no later than the 95th day after the effective date of this contract. Closing is not complete until distribution of all monies are made to Seller. Should closing not happen within said 95 day period, the earnest money shall be non-refundable to Buyer.

Closing Attorney shall be The Newberry Law Firm, P.C. The closing attorney represents the Purchaser in this transaction and not the Seller. Purchaser and Seller mutually agree to close at a time and place designated by Closing Attorney within five (5) working days after notification from the Closing Attorney that the sale is ready to close.

6. **License to Inspect**

(a) Seller, from the Effective Date until the Closing Date, does hereby grant to Buyer, its agents, employees, contractors and representatives, the right and license to go upon the Property to inspect the same. Inspections shall be made at Buyer's sole cost and expense, and at Buyer's sole discretion may include topographical surveys, test borings, percolation tests, environmental tests, inspections, soil analysis and any other tests or investigations which will assist Buyer in determining whether the Property is suitable for Buyer's purposes and whether any adverse environmental conditions exist on the Property. The Property shall be left in the same condition as it was prior to such testing, borings, and/or surveying. The agents of Buyer providing inspection services shall be responsible for for any damage caused by such agents, employees, contractors or representatives in performing such due diligence. **PRIOR TO ENTRY, BUYER SHALL GIVE SELLER 24 HOUR NOTICE VIA SELLER'S AGENT THAT INSPECTIONS ARE BEGINNING.**

(b) Buyer shall have sixty (60) days from the date that this Purchase and Sale Contract is approved by the Board of Commissioners of Effingham County, Georgia at a called public meeting (the "Due Diligence Period") to make its investigations of the Property. During the Due Diligence Period, Buyer shall have the option to terminate this Contract for any reason or no reason at all and receive a full refund of its Earnest Money. Buyer's failure to terminate the Contract prior to expiration of the Due Diligence Period shall be deemed a waiver by Buyer of its right to terminate this Contract. Upon execution of this Contract by both parties, Buyer shall act expeditiously to retain any experts or consultants needed in connection with its investigations of the Property and will proceed diligently to complete its evaluation. In the event of the discovery of any quantity of contaminants or other adverse conditions on the Property, irrespective of the source, or if Buyer determines, for any reason or no reason, in Buyer's sole and absolute discretion, that the Property is not suitable for Buyer's purposes, then Buyer may, upon written notice to Seller, terminate this Contract, in which event the Deposit, together with any interest earned thereon, shall be returned to Buyer, and Seller shall have no further claim or demand against Buyer by reason of the termination.

7. **Management Pending Closing**

Seller shall be responsible from the Effective Date until the Closing Date, for the following:

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(a) To maintain the Property in substantially the same condition as of the Effective Date herein.

(b) To manage the Property in a responsible manner, consistent with the management prior to this Contract.

(c) Not to enter into any renewal or new lease without Buyer's consent, except within parameters specified within this Contract.

(d) Not to enter into any contract or agreement other than that certain agreement, dated June 25, 2020 between Seller and Hollingshead Materials, LLC (now SRM Concrete), that would encumber the Property after Closing without Buyer's consent.

(e) To advise Buyer of any action or claim concerning the Property.

8. Conveyance

Seller shall convey the Property subject to that certain Agreement, dated June 25, 2020 between Seller and Hollingshead Materials, LLC (now SRM Concrete) by transferable and recordable Limited Warranty Deed, with the Property being transferred "AS IS, WHERE IS, SUBJECT TO ALL FAULTS", but free and clear of all liens and encumbrances, except for the Permitted Exceptions and that certain Agreement dated June 25, 2020 between Seller and Hollingshead Materials, LLC (now SRM Concrete).

9. Documents to be Delivered By Seller for Closing

Documents delivered shall include, but shall not be limited to:

(a) Limited Warranty Deed, or its equivalent, executed, acknowledged and delivered by Seller to Buyer at Closing conveying title to the Property;

(b) Any necessary documentation to permit the issuance of an owner's policy of title insurance, under the terms and conditions of this Contract to issue;

(c) Closing statement;

(d) Owner's affidavit, customarily requested by the Title Company, for consummation of this transaction.

10. Costs

At closing, Seller shall prorate the current real estate taxes for the property and pay all delinquent real estate taxes or other assessments, including penalties and interest, and shall pay all other real estate taxes which are due and payable for the preceding tax years. Buyer will pay for any rollback taxes assessed by any governmental entity. Seller warrants that Seller has taken no action and will take no action prior to closing that would result in the imposition of rollback taxes, and warrants that he has received no notice of the assessment of any rollback taxes. The respective parties' costs associated with this transaction shall be as follows: **SELLER** - The cost of discharging any mortgage or other liens on the Property, the real estate commission to **Crosby Land Company, Inc.**, Seller's attorney's fees, including the cost to prepare the deed, and the deed transfer tax (documentary stamps). **BUYER** - the premium for the owner's policy of title insurance, any environmental investigations, recording the deed, and Buyer's attorney fees. All other closing costs

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shall be allocated between Buyer and Seller pursuant to customary practice in Effingham County, Georgia. BUYER shall be solely responsible for the costs and expenses, if any, pertaining to the Property being subject to that certain agreement dated June 25, 2020, between Seller and Hollingshead Materials, LLC (now SRM Concrete). Buyer shall have no obligation for claims, costs, expense, or other matters, to include attorney fees, arising out of the agreement dated June 25, 2020, between Seller and Hollingshead Materials, LLC (now SRM Concrete).

11. Default

If Seller fails or refuses to consummate the sale of the Property pursuant to this Contract for any reason, Buyer may (i) terminate the Contract upon written notice to the Seller and escrow agent and be entitled to a refund of all moneys paid under this contract or (ii) seek specific performance of this Contract as Buyer's sole remedies. If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Contract for any reason, other than a permitted reason within this Contract, Seller, as Seller's sole and exclusive remedy, may declare this Contract cancelled in which event the Deposit shall be paid to the Seller as full liquidated damages and not as a penalty, it being agreed that Seller's damages would be difficult or impossible to ascertain. In any litigation to enforce the terms and provisions of this contract, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

12. Notices

All notices related to this transaction shall be deemed to be effective when mailed, postage prepaid, by the United States, certified mail, return receipt requested, to the addresses listed on page one of this agreement.

If to SELLER: **Herbert F. Nease**
 2714 Sandhill Rd, Guyton Ga, 31312
 (912) 235-1899
 nease@pemtco.net

With copy to: **Warren E. Ratchford,**
 The Ratchford Firm,
 PO Box 1039,
 Springfield, GA 31329
 912-754-7800
 Wratchford@werlaw.com

If to BUYER: **Tim Callanan, County Manager,**
 804 South Laurel Street,
 Springfield, Georgia 31329,
 912-754-2128
 Tcallanan@EffinghamCounty.org

With copy to: **Edward L. Newberry, Jr.,**
 The Newberry Law Firm
 Post Office Box 790,
 Springfield, Georgia 31329,

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912-407-0555,
lee@thenewberrylawfirm.com

13. **Brokerage**

Seller and Buyer warrant to each other that no fee or commission is due to any realtor or broker other than **Crosby Land Company, Inc.** who is to be paid by the Seller and Seller will indemnify and hold Buyer harmless from for such broker's fee or commission which Seller contracted for.

14. **Acceptance**

This Contract shall become effective only upon the full execution and delivery thereof by Buyer and Seller, provided such full execution and delivery is had prior to October 15, 2025. After October 15, 2025, if this contract is not fully executed and delivered, the contract shall be null and void.

15. **Governing Law**

The provisions and covenants contained in this Contract shall be governed and construed under the laws of the state of Georgia.

16. **Joint Preparation**

The preparation of this Contract has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

17. **Entirety of the Agreement**

This Agreement consists of these typewritten pages and Exhibits incorporated by reference herein. There are no other Agreements, conditions or understandings between the parties. All understandings and agreements heretofore have been merged into this Contract, which fully and completely expresses the Contract of the parties.

18. **Like-Kind Exchange**

Prior to or simultaneously with the Closing hereof, Seller or Buyer may wish to execute an assignment and transfer of either party's interest in this Contract and the Property to a third party for the purpose of effectuating an exchange of the Property for other Like-kind Property. Each party agrees to cooperate with the other in this exchange of the Property for other like-kind Property. Each party agrees to cooperate in this exchange, provided the third-party Assignee of either party's interest shall perform that party's obligations with respect to the conveyance of the Property, and further provided that said exchange shall in no way cause any expense to the other party which that party would not have incurred had said exchange not taken place.

19. **Date for Performance.**

If the time period by which any right, option or election provided under this Contract must be exercised, or by which any act required hereunder must be performed, or by which the Closing must be held, expires on a Saturday, Sunday or legal or bank holiday, then such time period shall be automatically extended through the close of business on the next regularly scheduled business day.

20. **Survivability**

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The terms and conditions of this Contract shall survive the passage of title and shall not be merged with the Deed.

21. Assignments; Successors

Buyer shall have the right to assign its rights under this Agreement, in whole, provided that: (a) Buyer shall give Seller written notice of the assignment at least fifteen (15) business days prior to Closing; and (b) Buyer shall pay any additional escrow fees, Closing costs, or other expenses incurred as a result of any such assignment(s). The notice shall specify the name, address and phone number of the assignee and shall include a copy of the assignment. If Buyer makes an assignment of this Agreement, Buyer shall not be relieved of any obligations or liabilities hereunder. The rights and obligations of Seller and Buyer shall inure to the benefit of and be binding upon their respective estates, heirs, executors, administrators, successors, successors-in-trust and assigns.

22. Risk of Loss.

Seller shall bear all risk of loss until the Closing. In the event that prior to the Closing, the improvements or property are damaged by fire or other casualty of any nature whatsoever, Seller shall promptly give Buyer written notice thereof, and Buyer may either terminate this contract or proceed with a commensurate reduction in the amount of the purchase price, at Buyer's option.

23. Time of the Essence.

Time is of the essence in the performance of each of the terms and conditions of this Contract.

24. Counterparts.

This Contract may be executed in several counterparts, each of which may be deemed an original, and all of such counterparts together shall constitute one and the same agreement.

25. Captions.

All captions, headings, paragraph and subparagraph numbers and letters are solely for reference purposes and shall not be deemed to be supplementing, limiting, or otherwise varying the text of this Contract.

26. Severability.

The invalidity or unenforceability of a particular provision of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision were omitted.

27. SPECIAL CONDITION(S):

This Purchase and Sale Contract is not binding as to the Purchaser until it is approved by the Board of Commissioners of Effingham County, Georgia at a called public meeting. Further, this Purchase and Sale Contract is contingent upon the following Purchaser contingencies which do not impact Seller's transfer of the sale "AS IS, WHERE IS, WITH ALL FAULTS" nor the final closing date, but are contained herein for purposes of Purchaser's inspection only, to wit:

- a. At Purchaser's expense, Phase 1 environmental inspection acceptable to the Purchaser.
- b. At Purchaser's expense, survey confirming the property lines acceptable to the Purchaser.

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Buyer agrees to allow 120 days after closing for Eric Nease with continued water service from the above property at no extra charge or fee to allow for Eric Nease to install a new well.

Attached hereto as Exhibit B and specifically incorporated herein is the contract between Seller and Hollingshead Materials, LLC (now SRM Concrete), dated June 25, 2020, referred to herein, said Property being transferred subject to the terms of such agreement. ANY PAYMENTS UNDER THE TERMS OF THE LICENSE SHALL REMAIN THE SELLER'S PROPERTY UNTIL THE DAY OF CLOSING AND THEREAFTER, ALL SUCH PAYMENTS SHALL BECOME THE SOLE PROPERTY OF THE BUYER.

Sellers, Herbert Nease shall have occupancy rights in and to the Property (non-exclusive) for a period of 120 days after the final closing and delivery of all sales proceeds subject to a separate agreement between the Parties hereto.

Seller shall abandon and terminate any and all easements established by or through Seller shown by plats as existing on said property except as to utility easements and express easements granted.

Seller shall be responsible for establishing a driveway from the property of Eric Nease to Sandhill Road and completion of same prior to the closing of this transaction.

Seller family members shall join with Seller in the abandonment and termination of any and all family easement rights on or through the Property by execution of a quitclaim deed to such rights.

- SIGNATURES ON NEXT PAGE -


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IN WITNESS WHEREOF, intending to be legally bound, the parties warrant that they have the authority to execute this document and legally bind themselves or their respective corporations to the terms and conditions contained herein.

The effective date of this Contract (the "Effective Date") is the date that this Contract is approved at a public meeting of the Board of Commissioners of Effingham County, Georgia

(BUYER):
Effingham County Board of Commissioners

(SELLER):

By: _____

Herbert Fetzer Nease (seal)
Herbert Fetzer Nease

Attest: _____

_____ (seal)

Date of Execution: _____

Date of Execution: 9/16/25

EXHIBIT A

Buyer reserves the right to submit a completed survey of the property
For purposes of description whether on Limited Warranty Deed or by Quitclaim pursuant to Buyer completed survey.

EXHIBIT B

HFN
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License Agreement between Herbert F. Nease and SRM

LICENSE AGREEMENT

This Agreement is made, effective as of this the 25th day of June, 2020, by and between HERBERT NEASE of 2714 Sand Hill Road, Guyton, GA 31312 ("licensor"), and HOLLINGSHEAD MATERIALS, LLC, a Tennessee limited liability company of 1136 2nd Ave North, Nashville, TN 37208 ("licensee").

The parties agree as follows:

SECTION I. RIGHT TO REMOVE SAND

In consideration of the payment of Ten Dollars (\$10.00), receipt of which is acknowledged, the mutual covenants set forth herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, licensor grants to licensee the exclusive right and privilege, at any and all times during the term provided for below, to enter upon, produce, excavate, screen, and remove sand from all or any part of the diggable area of the following-described real property situated in the County of Effingham, State of Georgia: **See Exhibit A, attached hereto and incorporated herein by reference.** Licensee shall also have the right of ingress and egress over and across those right-of-way easements set forth on the attached Exhibit A.

SECTION II. WARRANTY

Licensor warrants his title and ownership of the above-described property and the right to convey and grant the rights and privileges provided in this agreement.

SECTION III. USE OF EQUIPMENT

Licensor further grants to licensee the right to use all or any portion of the above-described property for the purpose of erecting any and all equipment that may be used by licensee in the production of sand, and the right to grade roads or right-of-ways to any and all points on such property necessary or useful in the production and removal of sand from such property.

SECTION IV. COMPENSATION

Licensee shall pay to licensor the sum of Seventy-Five Cents (\$0.75) per ton for all acceptable sand and other materials to be sold by Licensee that are removed from the above-described property each year. Payment of such compensation shall be made to licensor in arrears on the 15th day of the month immediately following the month in which such payment is due. At the end of each twelve (12) month period, in the event that all payments made to Licensor during such twelve (12) month period are less than \$50,000.00, Licensee agrees to pay to Licensor the difference between the amounts actually paid and the sum of \$50,000.00. Such additional payment, if any, shall be paid by Licensee to Licensor within thirty (30) days after each twelve (12) month period. Notwithstanding the foregoing, upon the commencement date of this Agreement, Licensee shall pay to Licensor the sum of \$50,000.00, which shall be credited to Licensee for the first twelve (12) monthly payments due under this Agreement or until such sum is depleted, whichever shall occur first.

SECTION V. DURATION OF AGREEMENT; RENEWAL TERMS

The term of this agreement shall be a period of twenty (20) years from the commencement date, unless both parties shall mutually agree to the earlier termination of this agreement. Licensee shall have the option to extend the term of this agreement for successive terms of five (5) years each upon the same terms and conditions as set forth herein. Licensee shall exercise its option to renew hereunder by giving Licensor written notice of its intent to exercise a renewal term not less than thirty (30) days prior to the expiration of the term immediately preceding such renewal term.

SECTION VI. COMMENCEMENT DATE

The commencement date shall be the date upon which licensee notifies licensor in writing that all permits necessary for licensee to produce sand from the property have been assigned to or otherwise obtained by licensee.

SECTION VI. RIGHTS OF LICENSOR

It is agreed and understood that licensor shall, at all times during the term of this agreement, have the use of any and all parts of the above-described property for any and all purposes except the production and removal of sand, except those


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portions actually being occupied and used by licensee for the production and removal of sand as provided in this agreement, and provided that licensor does not in any way interfere with licensee's permitted uses as set forth herein. Licensee, however, shall have the right of ingress and egress to and from the above-described property to be used by licensee.

SECTION VII. USE OF WATER

It is agreed that where water supply is available on such property, licensor grants to licensee the right to use the water for the purpose of pumping and screening sand, or for whatever purpose licensee may require in connection with producing sand.

SECTION VIII. USE OF MACHINERY

Licensee shall have the right to place on the above-described property all necessary machinery, equipment, tool sheds, and other structures required by licensee in connection with the operation, but with the full right and obligation to remove all of such machinery, equipment, and structures within forty-five (45) days after the termination of this agreement, either by agreement with licensor or otherwise. Licensee shall also have the right to operate any such machinery across the rights-of-way described on the attached Exhibit A for the purpose of ingress and egress to the subject property.

SECTION IX. USE OF ADJACENT LAND

Licensor agrees that he will not lease, demise, grant, or license any contiguous or adjacent acreage owned by licensor to third parties for the production of sand and gravel or other similar material during the term of this agreement.

SECTION X. BINDING EFFECT OF AGREEMENT

This agreement shall be binding on the heirs, executors, administrators, or assigns of licensor and on the successors or assigns of licensee.

SECTION XIII. GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia.

SECTION XIV. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties and any prior understanding or representation of any kind preceding the date of this agreement shall not be binding on either party except to the extent incorporated in this agreement.

SECTION XV. MODIFICATION OF AGREEMENT

Any modification of this agreement or additional obligation assumed by either party in connection with this agreement shall be binding only if evidenced in writing signed by each party or an authorized representative of each party.

SECTION XVI. NO WAIVER

The failure of either party to this agreement to insist on the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION XVII. ATTORNEY'S FEES

In the event that any lawsuit is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all the sums that either party may be called on to pay, a reasonable sum for the successful party's attorney's fees.


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SECTION XVIII. EXCUSABLE DELAY

Neither party to this agreement shall be liable to the other for any loss, cost, or damages, arising out of, or resulting from, any failure to perform in accordance with the terms of this agreement where such failure shall be beyond the reasonable control of such party, which, as employed in this agreement, shall be deemed to mean, but not be limited to, acts of God, strikes, lockouts, or other industrial disturbances, wars, whether declared or undeclared, blockades, insurrections, riots, governmental action, explosions, fire, floods, earthquakes, or any other cause not within the reasonable control of either party.

SECTION XIX. PARAGRAPH HEADINGS

The titles to the paragraphs of this agreement are solely for the convenience of the parties and shall not be used to explain, modify, simplify, or aid in the interpretation of the provisions of this agreement.

In witness, each party to this agreement has caused it to be executed on the date(s) indicated below.

LICENSOR:

Herbert Nease
HERBERT NEASE

Date: 06-10-2020

LICENSEE:

HOLLINGSHEAD MATERIALS, LLC

By: Michael Hollingshead, President

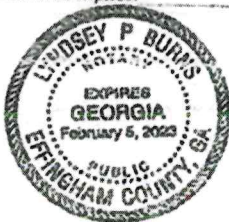
Date: 6/25/20

State of Georgia
County of Effingham

Personally appeared before me, HERBERT NEASE, with whom I am personally acquainted, and who acknowledged that he executed the foregoing instrument for the purposes therein contained.

WITNESS MY HAND and official seal on this the 10th day of June, 2020.

Lynelsey P. Burns
Notary Public
My commission expires: _____



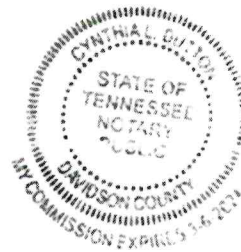
HFN
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State of Tennessee)
)
County of Rutherford)

Personally appeared before me, a notary public in and for the state and county aforementioned, Michael Hollingshead, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself to be President of Hollingshead Materials, LLC and that he as such President executed the foregoing instrument for the purposes therein contained, by signing the name of the company by himself as President.

WITNESS MY HAND and official seal on this the 22 day of December, 2020.

Jonathan T. Duff
Notary Public
My commission expires: March, 2021



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**EXHIBIT A
THE LICENSED PROPERTY**

All that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia, containing a total of 210.77 acres, more or less, known and designated on said plat as Parcel 301-4E (122.58 acres, more or less), Parcel 301-4D (containing 88.19 acres, more or less) and being shown and more particularly described by the plat of survey made by Adolph N. Michelis, G.R.L.S. #1323, dated December 18, 2012, recorded in the Office of the Clerk of the Superior Court of Effingham County, Georgia, in Plat Cabinet D, Slide 115C-2, which is incorporated into this description by specific reference thereto.

ALSO: a perpetual non-exclusive right-of-way easement for a road and for utility purposes over and across a 60-foot wide access easement shown on said plat which extends from the northeasterly boundary line of said property over and across other lands of Herbert F. Nease and meandering in a easterly direction to a point where it reaches the Sandhill Road as shown on said plat above referred to.

ALSO, all that certain lot, tract or parcel of land situate, lying and being in the 1559th G.M. District, Effingham County, Georgia containing 69.2 acres, more or less, and being shown and more particularly described by the plat of survey made by Michael S. Williams, R.L.S. #2712, dated December 20, 2000, recorded in Plat Cabinet B, Slide 111-D, aforesaid records.

ALSO: a perpetual non-exclusive right-of-way easement for a road and for utility purposes over and across a 60-foot wide access easement shown on said plat which extends from the northeasterly boundary line of said property over and across other lands of Herbert F. Nease and meandering in a easterly direction to a point where it reaches the Sandhill Road as shown on said plat above referred to.

This being a portion of that property conveyed by Herbert Fetzer Nease and Wilmer Ray Nease, as Executors of the Estate of Louise F. Kessler, to Herbert Fetzer Nease as evidenced by that certain Executor's Deed dated December 20, 2005, recorded in Deed Book 1383, page 59, aforesaid records; and a portion of that property conveyed by Herbert Fetzer Nease to Herbert F. Nease and Melissa H. Nease as evidenced by that certain Survivorship Deed dated March 18, 2013, recorded in Deed Book 2181, page 234, aforesaid records; and a portion of that property conveyed by Louise F. Kessler, f/k/a Louise F. Nease, to Herbert F. Nease as evidenced by that certain Gift Deed dated January 2, 2001, recorded in Deed Book 681, page 41, aforesaid records.


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