

**AGREEMENT TO ADDRESS SEDIMENT IN LAKE CHERFUL, LOCATED IN THE,
CITY OF MOUNTAIN PARK, GEORGIA**

THIS AGREEMENT is made and entered into as of the latest date appearing below the undersigned signatures, by and between **VENTURE HOMES, INC.**, a Georgia corporation (hereinafter referred to as "Developer") and the **CITY OF MOUNTAIN PARK, GEORGIA**, a duly authorized city in the State of Georgia (hereinafter referred to as "City").

W I T N E S S E T H

WHEREAS, it is acknowledged that the Developer is the owner and in active development of a 17.221 +/- acre site located at 678 Mountain Park Road, Woodstock, Georgia 30188 (hereinafter referred to as the "Property"). Once the land development infrastructure is complete on the Property, the Developer plans for the construction and sale of 32 single family detached homes. In addition, the Developer is bound by agreement and ordinance to Cherokee County as part of the Cherokee County Zoning case R16-10-034 to conduct a pre-construction sediment survey and a post-development sediment survey on Lake Cherful regarding development activities related to the Property. In accordance with the pre-construction requirements, the Developer engaged Gunnin Land Surveying, LLC (hereinafter referred to as "Gunnin") on or about June 30, 2017 to perform a pre-construction sediment survey on the cove of Lake Cherful where water runoff from the Property discharges into the lake. The results of such pre-construction sediment survey are attached to this Agreement; and

NOW THEREFORE, in consideration of the premises, Ten Dollars (\$10.00) in hand paid by Developer to City and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the parties, and the mutual covenants contained herein, the parties do hereby covenant and agree as follows:

1. The Developer is responsible for the removal or mitigation of any and all sediment and siltation that may enter or may have entered Lake Cherful as a result of any development activity associated with the Property.
2. Since it is anticipated that the Developer will construct all of the houses as well as develop the land infrastructure, the Developer will engage Gunnin to conduct a post-construction sediment survey upon the substantial completion of the construction of 90% of the homes planned for the community. For purposes of this Agreement, 90% completion of construction shall be deemed the point where the Developer submits for building permit the twenty-eighth (28th) home for construction with Cherokee County.
3. In addition to the report from Gunnin in Paragraph 2 above, the Developer will engage Bob Kendall of Kendall & Associates, Inc. (hereinafter referred to as "Kendall") to conduct similar tests for recent silt as outlined in his letter dated December 29, 2017 to Craig Henschel with Cherokee County. Likewise, the City may, at its sole cost, engage experts to conduct similar investigation, and the testing of Gunnin and Kendall shall not be binding on the City.

4. Both reports from Gunnin and Kendall will be promptly made available to the City as well as Cherokee County upon completion. If such reports are not produced and made available to the City and Cherokee County, the City may request that no more building permits be issued for homes twenty-nine through thirty-two (29-32) until such reports are made available.
5. Kendall estimates, based on his recent assessments and testing performed on December 22, 2017, that there is approximately 9.5 cubic yards of sediment and siltation that can possibly be attributed to recent development activity on the Property. Therefore, the City and the Developer agree that the best course of action would be to look at the two reports as outlined in Paragraph 2 and 3 above at 90% completion and determine at that time an appropriate plan for mitigation. The mitigation plan, to be funded by the Developer, may be to remove any silt and sediment that may have been deposited in the discharge cove at Lake Cherful attributable to Developer's work in developing the Property. Alternatively, the City and the Developer may agree to another area of sediment and siltation mitigation at the City's request, or a cash contribution equivalent to the cost of removal of the overall silt and sediment that may have emanated as a result of development of the Property to a future siltation and sediment mitigation as may be undertaken by the City. At the time the reports are presented to the City, if the City and the Developer cannot agree upon a mitigation plan, the City may request that no more building permits be issued for homes twenty-nine through thirty-two (29-32) until such an agreement can be reached with Developer.
6. To ensure performance of the Developer's obligations under the terms of this Agreement, the Developer shall place with the City a Performance Bond (hereinafter referred to as the "Bond") in the amount of FIFTY THOUSAND DOLLARS (\$50,000.00). Such Bond shall be in accordance with standard industry practices and on a bond form reasonably acceptable to the City. Such Bond shall remain in full force and effect until such time as one of the three remedies outlined in Paragraph 5 is completed by the Developer. It is acknowledged by both the City and the Developer, the FIFTY THOUSAND DOLLARS (\$50,000.00) Bond is not an estimate of the total cost of the mitigation plan to be agreed upon in Paragraph 5 above but a number that represents an assurance by the Developer that the Developer is "responsible for the removal or mitigation of any and all sediment and siltation that may have recently entered Lake Cherful as a result of any development activity associated with the Property" as outlined in Paragraph 1 above. The Bond is merely an instrument to ensure that the mitigation plan can be implemented by the City if the Developer fails to perform its obligations hereunder. At this juncture, the Developer believes the agreed mitigation plan may be fully implemented to satisfy the conditions in Paragraph 5 at a cost substantially below FIFTY THOUSAND DOLLARS (\$50,000.00).
7. This Agreement may be executed in several counterparts, each of which shall be deemed an original instrument, and such counterparts together shall constitute one and the same instrument. A counterpart executed by any party hereto and transmitted to the other party

hereto by facsimile or e-mail will have the same effect as the delivery of the original counterpart.

IN WITNESS WHEREOF, the undersigned have set their hands and seals hereto as of the day and year indicated next to their signatures to be effective as of the date first above written.

DEVELOPER: **VENTURE HOMES, INC.**, a Georgia corporation

By:

 (SEAL)
Sean G. Randall, Senior Vice President

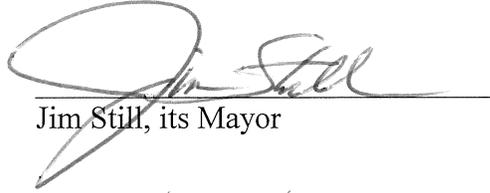
Date signed:

2/26/2018

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

CITY: **CITY OF MOUNTAIN PARK**, a duly
authorized City in the State of Georgia

By:

 (SEAL)

Jim Still, its Mayor

Date signed:

2/28/18

Gunnin

LAND SURVEYING, LLC

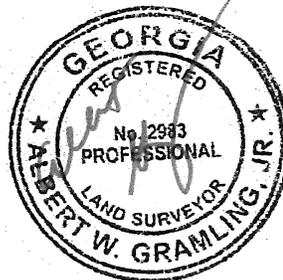
107 Mountain Brook Drive, Suite 104
Canton, GA 30115
Tel: 678.880.7502
www.gunninlandsurveying.com

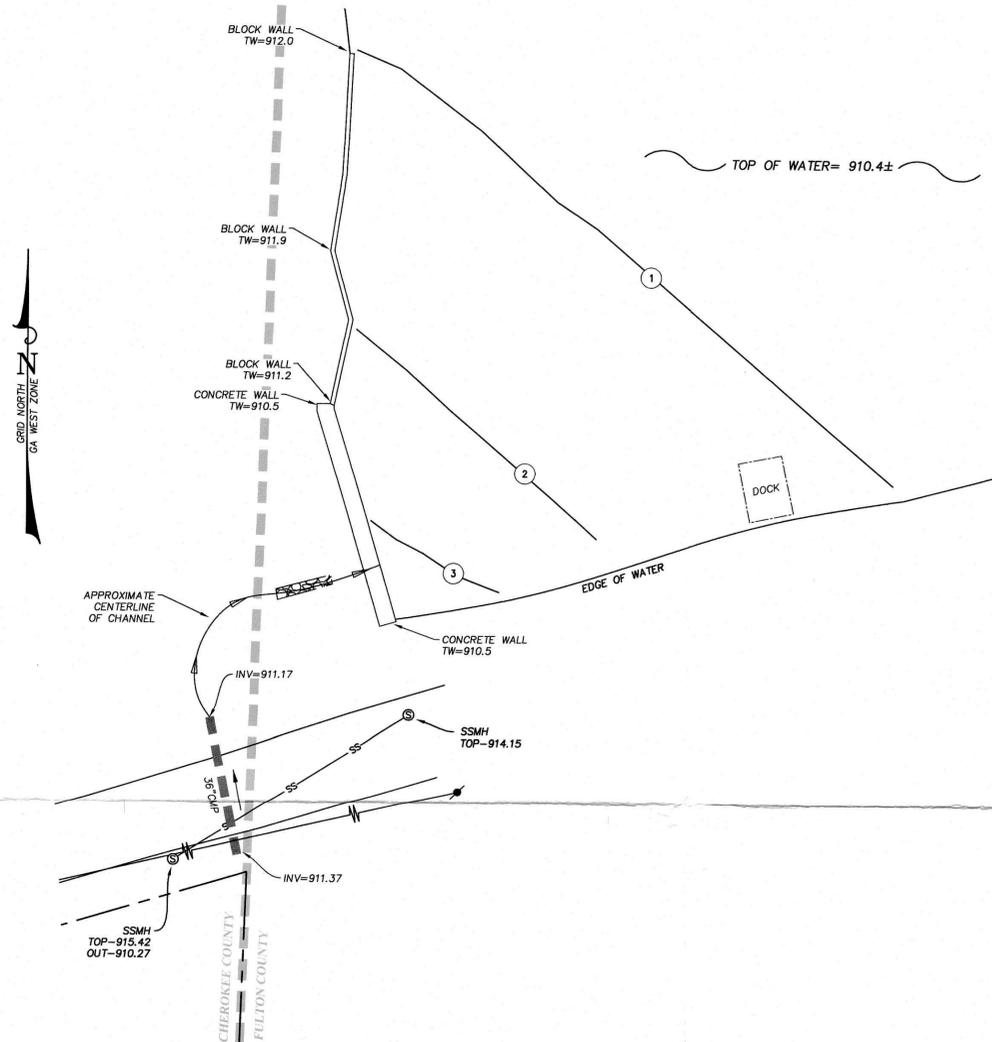
July 1, 2017

On June 30, 2017 Gunnin Land Surveying performed a pre-construction sediment survey on a cove of Lake Cheerful. This was done as a requirement of Cherokee County Zoning case R16-10-034 and as a requirement of the Land Disturbance Plans for 678 Mountain Park Road by Greyden Engineering dated December 30, 2016 and approved for construction February 28, 2017.

The control for this survey was established using gps, horizontal datum of NAD 83, Georgia West Zone, US survey feet and a vehicle datum of NAVD 88. A Trimble S6 robotic station was used to locate the edge of water around the cove and determined the elevation to be 910.4. Three baseline cross sections of the pond were set up and used to measure the distance between the top of water elevation and the bottom of pond. In order to determine bottom of pond two measurements were conducted. These included depth to top of silt and to hard bottom. The two measurements were gathered roughly every twenty five feet stations along each baseline. Lastly, the depths were used to produce a profile view for each baseline, delineating the difference between silt leaves and the hard bottom of pond.

On the attached exhibit you will find a site map that shows the general location of the pond, a plan view that shows the cove with baselines, and the cross-section profiles of each baseline. Post construction conditions of this cove of Lake Cheerful will be conducted to ensure compliance with Cherokee County Zoning case R16-10-034 and Land Disturbance Plans.



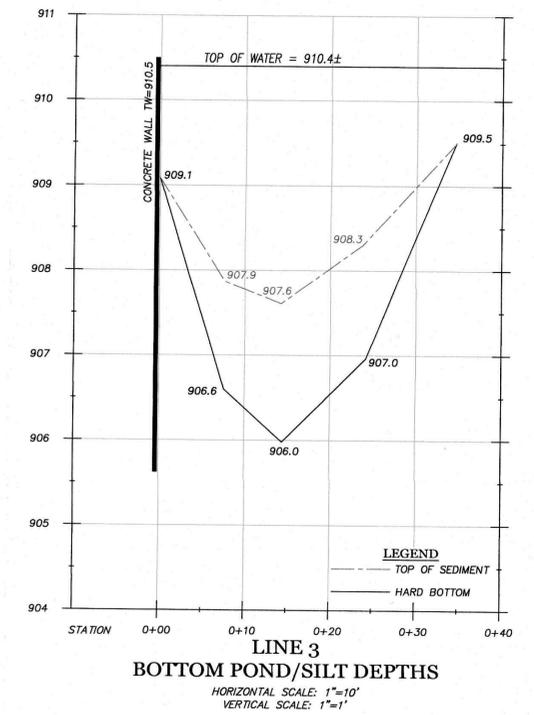
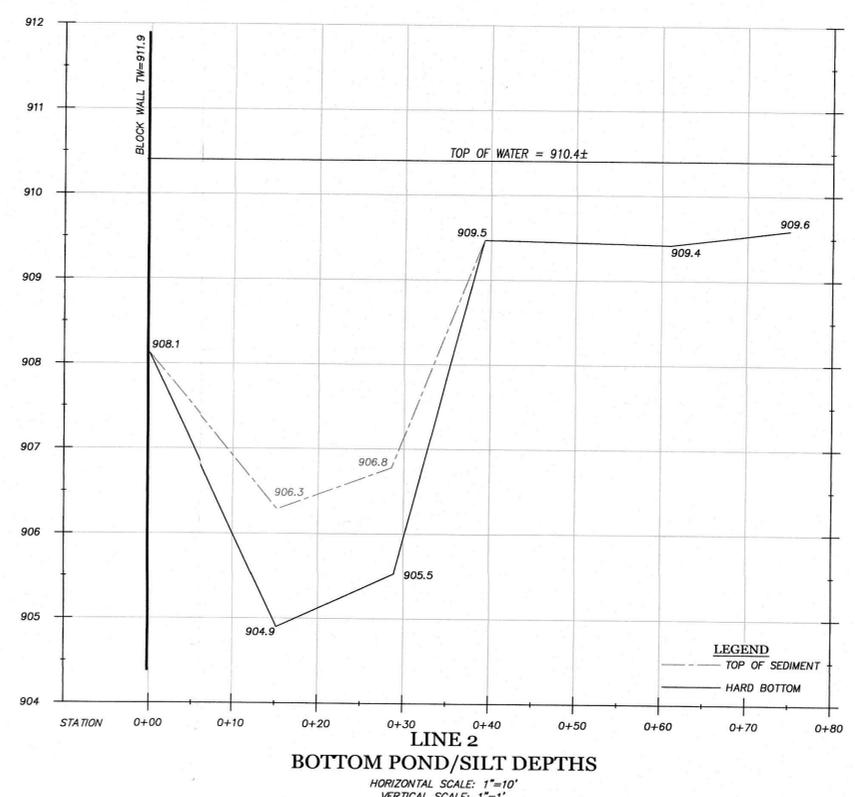
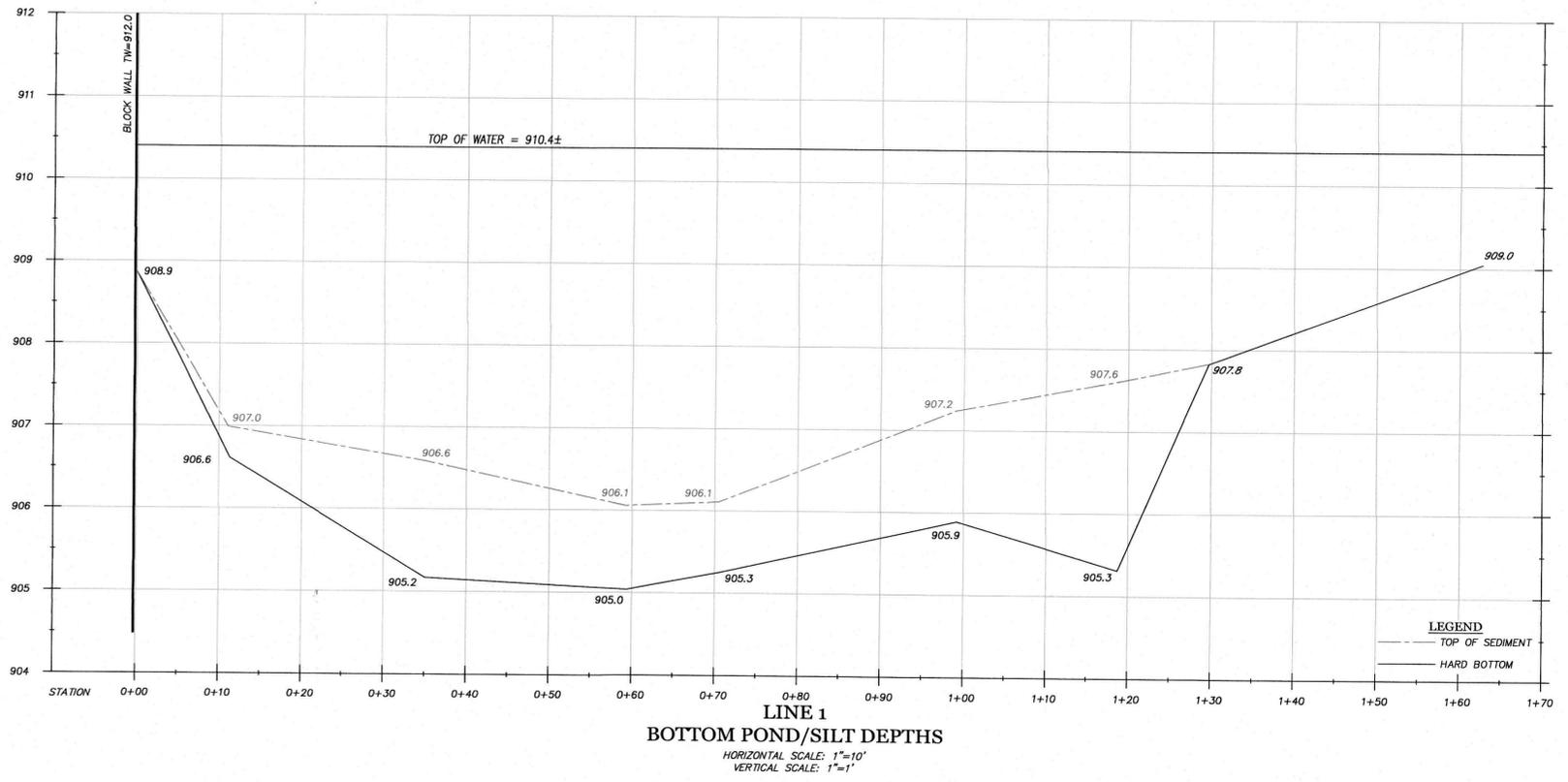
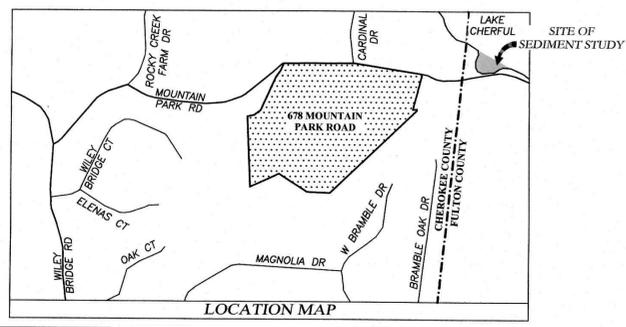


GENERAL NOTES:
DATE OF FIELD WORK 06.30.17

HORIZONTAL DATUM IS NAD 83,
GEORGIA WEST ZONE, US SURVEY FEET.
VERTICAL DATUM IS NAVD 88.

- ABBREVIATIONS**
- B.L. BUILDING LINE
 - CCWLE COBB COUNTY WATER LINE ESMT
 - C.L. CENTERLINE
 - OMP CORRUGATED METAL PIPE
 - DE DRAINAGE EASEMENT
 - FEN FENCE
 - L.L.L. LAND LOT LINE
 - O.H. OVERHEAD ELEC. LINE
 - SD STORM DRAIN
 - R.W. RIGHT OF WAY
 - SS SANITARY SEWER
 - SSE SANITARY SEWER EASEMENT

- SYMBOL LEGEND**
- IPF 1/2" REBAR FND.
 - IPS 1/2" REBAR SET
 - BM BENCHMARK
 - CB CATCH BASIN
 - CMF CONCRETE MONUMENT FOUND
 - DI DROP INLET
 - EM ELECTRIC METER
 - FH FIRE HYDRANT
 - ICV IRRIGATION CONTROL VALVE
 - LP LIGHT POLE
 - JB JUNCTION BOX
 - PP POWER POLE
 - CO SANITARY CLEANOUT
 - MH SANITARY SEWER MANHOLE
 - JB STORM JUNCTION BOX
 - TX TRANSFORMER BOX
 - TSB TRAFFIC SIGNAL BOX
 - TSP TRAFFIC SIGNAL POLE
 - TB TELEPHONE BOX
 - WM WATER METER
 - WV WATER VALVE
 - WI WEIR INLET



REVISION	DATE

SEDIMENT PROFILES OF
LAKE CHERTUL
(678 MOUNTAIN PARK ROAD)
LOCATED IN LAND LOT 1188
15th DISTRICT, 2nd SECTION
CHEROKEE COUNTY, GEORGIA
JULY 1, 2017

Gunnin
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105 MOUNTAIN BROOK DRIVE, SUITE 104
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