

receive service of any notice, warrant or other proceedings brought by the County to secure possession of the Pine Straw Property. If any sums owing under this Agreement are collected through an attorney at law, Harvester agrees to pay fifteen percent (15%) thereof as attorney's fees. Moreover, the County shall have all rights and remedies described in O.C.G.A. § 44-7-50, regarding demand for possession of the Pine Straw Property and the County's right to go before the judge of any superior court, state court, magistrate court, or any other court with jurisdiction over the subject matter, or a justice of the peace, and make an affidavit for a dispossessory warrant.

7. PINE STRAW PROPERTY. Harvester acknowledges and agrees that the Pine Straw Property is part of the County's unique treated sewage effluent discharge operation at or near the Pine Straw Property and, notwithstanding anything contained in this Agreement to the contrary, Harvester's harvesting and removal of pine straw from and its other activities at the Pine Straw Property and its other rights hereunder are at all times subject to in no way interfering with the County's such sewage effluent discharge and other operations at the Pine Straw Property, which includes regular discharge of effluent on the Pine Straw Property (and possibly including on or near the pine trees and pine straw). Harvester agrees that the County shall have no responsibility or liability for any loss, claim, liability or expense arising from or relating to discharge of sewage effluent over and upon the Pine Straw Property, including past and present discharge on pine trees and pine straw, and Harvester covenants and warrants to indemnify and hold harmless the County from the same.

8. CHEMICAL INPUTS. Any use and application of fertilizers, herbicides, and other agricultural chemical inputs by or on behalf of Harvester shall at all times be done only with the County's prior written consent and shall be done strictly in accordance with the label contained on the product package and other safe and prudent practices; provided, however, that because the