

between the parties, and intending to be legally bound, the County and Harvester do hereby covenant, warrant and agree as follows:

1. PINE STRAW HARVESTING. The County agrees to permit Harvester, and Harvester accepts, the limited right, and in accordance with the terms, conditions and restriction of this Agreement, to harvest ground laden pine straw existing around the County's pine trees on certain property located at or near the County's sprayfield property 5398 Grassy Pond Road, Lake Park, Lowndes County, GA 31636 (the "Pine Straw Property"):

[Exhibit A]

Harvester shall conduct its pine straw harvesting activities and perform its other obligations under this Agreement in accordance with prudent and reasonable commercial pine straw harvesting practices and techniques and in conformity with all local, state, and federal laws, rules and regulations (OSHA Safety Regulations). Harvester may harvest such ground laden pine straw either by hand raking or using mechanical harvesting and baling equipment; provided, however, that Harvester's use of any such mechanical equipment shall strictly be carried out in a manner not to injure or damage any trees at the Pine Straw Property or its roadways, paths, fences, drainage ditches, or fire cuts. Harvester may use herbicides and mow cut areas around the longleaf pine trees if reasonably necessary to Harvester's pine straw harvesting operations, but only with the County's prior written consent as to such actions and approval of the mechanical equipment and herbicides to be utilized. Harvester shall utilize only a single raking (whether by hand or with mechanical harvesting equipment) of an area during each Pine Straw Harvesting Year, except in each case with the prior written consent of the County. Any cutting by Harvester of low hanging tree branches shall only be done as reasonably necessary for access by Harvester and its equipment at the bottom area of the pine trees and limited to branches with diameters of two (2) inches or