

County's effluent discharge at or near the Pine Straw Property is unique and is subject to Georgia Environmental Protection Division ("EPD") and other governmental rules, regulations and permits, the County may at any time and from time to time require that Harvester apply fertilizers, herbicides, and other agricultural chemical inputs at rates or methods more restrictive than listed on the product label, or otherwise restrict or eliminate the use thereof, as the County in its sole judgment may determine to allow the County to prudently operate its effluent discharge and in accordance with its EPD and other permits and applicable laws, rules, and regulations.

9. CUMULATIVE RIGHTS. Any rights, remedies, privileges or options herein given or reserved to the County are cumulative and not restrictive of any other rights or remedies allowed by law. Time is of the essence of each provision of this Agreement.

10. ACKNOWLEDGMENT AND HOLD-HARMLESS AGREEMENT. Harvester acknowledges and covenants that it has examined the Pine Straw Property at the time of signing this Agreement (including without limitation the amount of pine straw available, the quantity and condition of pine trees, and the condition of paths and roadways at the Pine Straw Property) and that the same is a satisfactory and suitable for Harvester's intended purposes under this Agreement. Harvester acknowledges that it accepts the Pine Straw Property "AS IS", with no representation or promise as to the condition of the Pine Straw Property (including the quality and character of its pine trees and pine straw). Harvester shall be responsible for all personal property of Harvester in or about the Pine Straw Property and the County shall not be responsible for any damage, theft or Act of God to same. Furthermore, Harvester agrees to be responsible for, release the County, and to indemnify and hold harmless the County from: (i) all injuries or damages to person or property of Harvester, Harvester's employees, agents, representatives, invitees, or anyone else, if such damage or injury is due to the act or omission of Harvester or anyone in its control or employ