

reasonable efforts, especially with its mechanical harvester and bailing equipment, to not injure or damage any trees at the Pine Straw Property, and shall promptly repair any such injury or damage to the extent practical and where not practical shall promptly notify the County thereof, and remove such injured or damaged tree and reimburse the County the fair market value of such tree taking into account its value at maturity for harvesting. Harvester agrees to maintain and take proper care of any fences, roadways, driveways, pathways, irrigation and other equipment of the County, and any utility service lines and equipment if and to the extent any of the foregoing may exist at the Pine Straw Property. Harvester agrees to take proper care and use in a reasonable and prudent manner, and in a manner reasonably calculated to result in minimal change or damage to, any fences, roadways, driveways or pathways that Harvester may use in its ingress and egress to the Pine Straw Property, and Harvester agrees to promptly repair at its expense any damage resulting from use of or otherwise caused to such fences, roadways, driveways and pathways by Harvester and its employees, agents and representatives, reasonable and ordinary wear and tear excepted.

15. FISHING AND HUNTING PROHIBITED. This Agreement and the use and rights of the Harvester in and to the Pine Straw Property shall at all times be subject and subordinate to the restrictions and reservations contained in that certain Deed, dated May 14, 1945, between Sunset Lake Fishing and Hunting Club, as grantor, and P. R. Lilly, as grantee, and recorded in Deed Book 5-S, Page 425, Lowndes County real estate records. Harvester, its successors, assigns, employees, agents, and invitees shall not engage in any fishing or hunting nor use or possess any firearms at the Pine Straw Property, such activities being prohibited and excluded from the rights of the Harvester in and to the Pine Straw Property.

16. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties and no representations, warranties, or promises shall be considered binding unless reduced