

**LEASE NO. DACW21-1-08-7608
DEPARTMENT OF THE ARMY
LEASE TO STATE OF SOUTH CAROLINA
FOR PUBLIC PARK AND RECREATIONAL PURPOSES**

**LAKE HARTWELL STATE PARK
HARTWELL LAKE PROJECT
OCONEE COUNTY, SOUTH CAROLINA**

THIS LEASE, made on behalf of the United States, between the **SECRETARY OF THE ARMY**, hereinafter referred to as the Secretary, and the **STATE OF SOUTH CAROLINA, DEPARTMENT OF PARKS, RECREATION AND TOURISM**, hereinafter referred to as the Lessee,

WITNESSETH:

That the Secretary, by authority of Title 16, United States Code, Section 460d, and for the consideration set forth herein, hereby leases to the Lessee, the property known as Lake Hartwell State Park (approximately 686.68 acres) identified in **Exhibit "A"**, attached hereto and made a part hereof, hereinafter referred to as the premises for park and recreational purposes.

THIS LEASE is granted subject to the following conditions:

1. TERM

a. Said premises are hereby leased for a term of **Fifty (50) years**, beginning on **January 30, 2008**, and ending **January 29, 2058**.

b. Notwithstanding Condition 1.a., in the event Lessee is not successful in the establishment of a new master plan for the development and/or operations and maintenance of said premises and facilities to support the 50-year term, and obtaining written approval of the District Commander within Five (5) years from the lease execution date, the term of the lease shall automatically revert to a term of Twenty-five (25) years, beginning January 30, 2008, and ending January 29, 2033.

c. This lease instrument replaces but does not supersede, Lease No. DACW21-1-77-0239, entered into between the Secretary and the Lessee. Execution of this instrument is evidence of the Lessee's agreement to the termination of said Lease No. DACW21-1-77-0239, effective January 30, 2008. Execution of this instrument also evidences the Lessee's agreement to be bound to fulfill any responsibilities which may have risen or may become evident in the future as a result of Lessee's use of the premises under Lease No. DACW21-1-77-0239 and evidences

Lessee's continued use of the leased premises subsequent to the expiration date of said lease and prior to the date this lease was executed.

2. CONSIDERATION AND ADMINISTRATIVE FEE

a. CONSIDERATION

The consideration for this lease is the operation and maintenance of the premises by the Lessee for the benefit of the United States and the general public in accordance with the conditions herein set forth.

b. ADMINISTRATIVE FEE

The Grantee shall pay a one-time non-reimbursable fee of **Five Hundred Dollars (\$500.00)** as reimbursement for administrative costs incurred by the United States in the processing of this instrument, payable to the order of the Finance and Accounting Officer, Savannah District, and delivered to the U.S. Army Corps of Engineers, Savannah District, ATTN: Real Estate Division (RE-RM), P.O. Box 889, 100 West Oglethorpe Avenue, Savannah, Georgia 31402-0889. The lease number should be indicated on the check.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to **State of South Carolina Department of Parks, Recreation and Tourism, 1205 Pendleton Street, Room 251, Columbia, South Carolina 29201**; and if to the United States, to the **U.S. Army Corps of Engineers, Savannah District, ATTN: Real Estate Division (RE-RM), 100 W. Oglethorpe Avenue, Post Office Box 889, Savannah, Georgia 31402-0889**, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited, postage prepaid, in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary of the Army", "District Commander" or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include sublessees, assignees, transferees, concessionaires, and its duly authorized representatives.

5. DEVELOPMENT PLANS

a. The Lessee shall continue to provide current facilities and activities in accordance with the facilities map attached hereto as **Exhibit "B"**. Within five (5) years of the execution of this lease, a Plan of Recreation Development and Management (Development Plan) will be submitted

for approval by the District Commander which shall be attached hereto as **Exhibit "D"**. The Development Plan depicts the location of existing and proposed facilities and activities that are necessary to meet the current and potential public demand and the management and development activities to be undertaken by the Lessee and any sublessees.

b. The Lessee shall provide a copy of any proposed amendment to the Development Plan or shall submit a new Master Plan for the premises for review and written approval prior to proceeding to implement any changes in the development or management of the premises. Once approved in writing, the amended Development Plan and/or new Master Plan shall be attached hereto and become and made a part hereof as a new exhibit to this lease. The use and occupation of the premises shall be subject to the general supervision and approval of the District Commander.

c. All structures shall be constructed and landscaping accomplished in accordance with plans approved by the District Commander. The Lessee agrees to prohibit any exclusive or private use of all or any part of the premises by any individual or group of individuals. Title to improvements constructed or placed on the premises by the Lessee or their sublessee shall remain vested in the Lessee, subject to **Condition No. 17 on Restoration**, and shall be maintained by the Lessee to the satisfaction of the District Commander.

d. During the term of the lease, the District Commander will notify the Lessee of any updates to the existing project Master Plan affecting the premises and the Lessee may provide comments.

e. Further, that prior to approval and implementation of any site specific development plans, the Lessee shall, without any cost to the Government, conduct any and all required environmental studies, obtain public input, accomplish any required mitigation, and perform any such activities as may be required pursuant to applicable laws, regulations, and policies. This requirement shall apply to all development upon the premises currently proposed or any future development, modifications, upgrades, etc.

6. STRUCTURES AND EQUIPMENT

The Lessee shall have the right, during the term of the lease, to erect such structures and to provide such equipment upon the premises as may be necessary to furnish the facilities and services authorized. Those structures and equipment shall be and remain the property of the Lessee, except as otherwise provided in **Condition No. 17 on Restoration**.

7. APPLICABLE LAWS AND REGULATIONS

a. The Lessee shall comply with all applicable Federal laws and regulations and with all applicable laws, ordinances and regulations of the state, county and municipality wherein the premises are located, including, but not limited to, those regarding construction, health, safety, food service, water supply, sanitation, use of pesticides, and licenses or permits to do business. The Lessee shall make and enforce such regulations as are necessary and within its legal

authority in exercising the privileges granted in this lease, provided that such regulations are not inconsistent with those issued by the Secretary of the Army or with the provisions of 16 U.S.C. § 460d.

b. The Lessee will provide an annual certification that all water and sanitary systems on the premises have been inspected and comply with Federal, state and local standards. The Lessee will also provide a statement of compliance with the Rehabilitations Act and the Americans with Disabilities Act, as required in **Condition No. 18 on Non-Discrimination**, noting any deficiencies and providing a schedule for correction.

c. In addition to other applicable codes, the Lessee shall comply with the current editions of the National Fire Protection Association (NFPA) Code 70, National Electric Code and other applicable codes and standards covering the type of facilities. Upon request by the District Commander, the Lessee will provide an annual certification that all electrical installations on the premises have been inspected by a qualified individual and comply with the applicable codes.

8. CONDITION OF PREMISES

The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs or additions thereto.

9. FACILITIES AND SERVICES

The Lessee shall provide the facilities and services as agreed upon in the Development Plan referred to in **Condition No. 5 on DEVELOPMENT PLANS**, either directly or through subleases or concession agreements that have been reviewed and accepted by the District Commander. These subleases or agreements shall state: (1) that they are granted subject to the provisions of this lease; and (2) that the agreement will not be effective until the third party activities have been approved by the District Commander. The Lessee will not allow any third party activities with a rental to the Lessee or prices to the public which would give the third party an undue economic advantage or circumvent the intent of the Development Plan. The rates and prices charged by the Lessee or its sublessees or concessionaires shall be reasonable and comparable to rates charged for similar goods and services by others in the area. The use of sublessees and concessionaires will not relieve the Lessee from the primary responsibility for ensuring compliance with all of the terms and conditions of this lease.

10. TRANSFERS, ASSIGNMENTS, SUBLEASES

a. Without prior written approval of the District Commander, the Lessee shall neither transfer nor assign this lease nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this Lease. Any transfer, assignment,

subleases, etc., shall be subject to an administrative processing fee as referenced in **Condition No. 11 on FEES**.

b. The Lessee will not sponsor or participate in timeshare ownership of any structures, facilities, accommodations, or personal property on the premises. The Lessee will not subdivide nor develop the premises into private residential development.

11. FEES

a. Fees may be charged by the Lessee for the entrance to or use of the premises or any facilities, however, no user fees may be charged by the Lessee or its sublessees for use of facilities developed in whole or part with federal funds if a user charge by the Corps of Engineers for the facility would be prohibited under law.

b. The Lessee will be assessed an administrative processing fee for each transfer, assignment, sublease, etc., prior to processing or approving such instrument. The administrative fee shall be determined based upon the complexity, etc., involved in the review, coordination and finalization of such instrument. The applicable fee shall be required and paid prior to processing required instrument and shall be non-refundable should the transfer, assignment, sublease, etc., be cancelled, not approved, etc., by either party of this lease.

12. ACCOUNTS, RECORD AND RECEIPTS

All monies received by the Lessee from operations conducted on the premises, including, but not limited to, entrance, admission and user fees and rental or other consideration received from its concessionaires, may be utilized by the Lessee for the administration, maintenance, operation and development of the premises. Beginning 5 years from the date of this lease and continuing at 5-year intervals, any such monies not so utilized or programmed for utilization within a reasonable time shall be paid to the District Commander. The Lessee shall provide an annual statement of receipts and expenditures to the District Commander. Annual or weekly entrance fees not collected on the Project, which also are honored at other recreational areas operated by the Lessee, are excluded from this requirement. The District Commander shall have the right to perform audits or to require the Lessee to audit the records and accounts of the Lessee, third party concessionaires and sublessees, in accordance with auditing standards and procedures promulgated by the American Institute of Certified Public Accountants or by the state, and furnish the District Commander with the results of such an audit.

13. PROTECTION OF PROPERTY

The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a

condition satisfactory to the District Commander, or at the election of the District Commander, reimbursement may be made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to the District Commander.

14. RIGHT TO ENTER AND FLOOD

The right is reserved to the United States, its officers, agents and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with Government purposes, to make inspections, to remove timber or other material, except property of the Lessee, to flood the premises, to manipulate the level of the lake or pool in any manner whatsoever and/or to make any other use of the lands as may be necessary in connection with project purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent or employee thereof.

15. LIGHTS, SIGNALS AND NAVIGATION

There shall be no unreasonable interference with navigation by the exercise of the privileges granted by this Lease. If the display of lights and signals on any work hereby authorized is not otherwise provided for by law, such lights and signals as may be prescribed by the Coast Guard or by the District Commander shall be installed and maintained by and at the expense of the Lessee.

16. INSURANCE

a. At the commencement of this Lease, the Lessee unless self-insured, and its sublessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or companies, contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons resulting from the operations of the Lessee, sublessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to said officer a copy of the policy or policies, or if acceptable to said officer, certificates of insurance evidencing the purchase of such insurance.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and product involved; and shall provide that the District Commander be given thirty (30) days notice of any cancellation or change in such insurance.

c. The District Commander may require closure of any or all of the premises during any period for which the Lessee, sublessees and concessionaires do not have the required insurance coverage.

17. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to the District Commanders. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property therefrom, and restore the premises to the aforesaid condition within such time as the District Commander may designate. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the District Commander, said property shall either become the property of the United States without compensation therefor, or the District Commander may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation or termination of this lease in restoring the premises.

18. NON-DISCRIMINATION

a. The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap, or national origin. The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

b. The Lessee, by acceptance of this lease, is receiving a type of Federal assistance and, therefore, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d); the Age Discrimination Act of 1975 (42 U.S.C. § 6102); the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794); and all requirements imposed by or pursuant to the Directive of the Department of Defense (32 CFR Part 195) issued as Department of Defense Directives 5500.11 and 1020.1, and Army Regulation 600-7. This assurance shall be binding on the Lessee, its agents, successors, transferees, sublessees and assignees.

19. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, easements subsequently granted, and established access routes for roadways and or those subsequently granted, as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and the easements will not be granted which will, in the opinion of the District Commander, interfere with developments, present or proposed, by the Lessee. The Lessee will not close any established access routes without written permission of the District Commander.

20. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on Federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the Lessee's operations or would be contrary to local law.

21. COMPLIANCE, CLOSURE, REVOCATION, AND RELINQUISHMENT

a. The Lessee and/or any sublessees or licensees are charged at all times with full knowledge of all the limitations and requirements of this lease, and the necessity for correction of deficiencies, and with compliance with reasonable requests by the District Commander. This lease may be revoked in the event the Lessee violates any of its terms and conditions and continues and persists in such non-compliance. The Lessee will be notified of any non-compliance, which notice shall be in writing or shall be confirmed in writing, giving a period of time in which to correct the non-compliance. Failure to satisfactorily correct any substantial or persistent non-compliance within the specified time is grounds for closure of all or part of the premises, temporary suspension of operation, or revocation of the lease, after notice in writing of such intent. Decisions by the District Commander concerning future requests by the Lessee to extend the lease, expand the premises, modify authorized activities, or assign the lease shall reflect the Lessee's past performance and compliance with the lease terms.

b. This lease may be relinquished by the Lessee by giving one (1) year prior written notice to the District Commander in the manner prescribed in **Condition No. 3 on NOTICES**.

22. HEALTH AND SAFETY

a. The Lessee shall keep the premises in good order and in a clean, sanitary and safe condition and shall have the primary responsibility for ensuring that any sublessees and concessionaires operate and maintain the premises in such a manner.

b. In addition to the rights of revocation for non-compliance, the District Commander, upon discovery of any hazardous condition on the premises that presents an immediate threat to health and/or danger to life or property, will so notify the Lessee and will require that the affected part or all of the premises be closed to the public until such condition is corrected and the danger to the public eliminated. If the condition is not corrected the District Commander will have the option to: (1) correct the hazardous conditions and collect the cost of repairs from the Lessee; or, (2) revoke the lease. The Lessee and its assignees or sublessees shall have no claim for damages against the United States, or any officer, agent, or employee thereof on account of action taken pursuant to this condition.

23. PUBLIC USE

No attempt shall be made by the Lessee, or any of its sublessees or concessionaires, to forbid the full use by the public of the premises and of the water areas of the project, subject, however, to the authority and responsibility of the Lessee to manage the premises and provide safety and security to the visiting public.

24. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises. Specifically prohibited are the use of gambling devices, such as slot machines, video gambling machines, or other casino type devices that would detract from the family atmosphere. District Commanders may allow the sale of state lottery tickets, in accordance with state and local laws and regulations, as long as the sale of tickets constitutes a collateral activity, rather than primary activity, of the Lessee. The Lessee shall not install or operate, or permit to be installed or operated thereon, any device which is illegal, or use the premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance.

b. As an exception, some games of chance, such as raffles, games and sporting events, may be conducted by nonprofit organizations under special use permits issued in conjunction with special events, if permissible by state and local law. Any request to conduct such activities must be submitted in writing to the District Commander.

c. In accordance with state and local laws and regulations, the Lessee may sell, store, or dispense, or permit the sale, storage, or dispensing of beer, malt beverages, light wines or other intoxicating beverages on the premises in those facilities where such service is customarily found. Bar facilities will only be permitted if offered in connection with other approved activities. Advertising of such beverages outside of buildings is not permitted. Carry out package sales of hard liquor is prohibited.

25. NATURAL RESOURCES

a. The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises, except as may be authorized under and pursuant to the Development Plan described in **Condition No. 8 on DEVELOPMENT PLANS**.

b. The Lessee may salvage fallen or dead timber; however, no commercial use shall be made of such timber. Except for timber salvaged by the Lessee when in the way of construction of improvements or other facilities, all sales of forest products will be conducted by the United

States and the proceeds therefrom shall not be available to the Lessee under the provisions of this lease.

c. The forest provides the dominant resource, framework, and setting that give natural resource, aesthetic, and recreation value to the site, and therefore its management and condition shall comprise a primary element of this lease. During future forestry compartment rotation, the Hartwell Lake Forester will coordinate with the Park Superintendent in the development of a forest management plan for the lease premises, subject to the availability of funds. This plan should provide for buffers along roads, buildings, the shoreline and park use areas and encourage desirable hardwood species. The District Commander or his/her authorized representative shall approve or deny the forest management plan. In the event timber is removed at the request of the lessee or removal is necessary to prevent the spread of disease or insect infestations or is the result of a natural disaster, such as a tornado, removal will be coordinated between the Hartwell Lake Forester and the Park Superintendent.

26. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim," as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below.

c. (1) A claim by the Lessee shall be made in writing and submitted to the District Commander for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Commander.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that:

- (i) The claim is made in good faith;
- (ii) Supporting data are accurate and complete to the best of the Lessee's knowledge and belief; and
- (iii) The amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by:

(i) A senior company official in charge at the Lessee's location involved; or

(ii) An officer or general partner of the Lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Commander must, if requested in writing by the Lessee, render a decision within 60 days of the request. For Lessee-certified claims over \$100,000, the District Commander must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Commander's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Commander or a claim by the Government is presented to the Lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Commander received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury, as provided in the Act, which is applicable to the period during which the District Commander receives the claim, and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim appeal, or action arising under the lease, and comply with any decision of the District Commander.

27. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the project against pollution of its air, ground and water. The Lessee shall comply promptly with any laws, regulations, conditions or instructions affecting the activity hereby authorized, if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the Environmental Protection Agency, or by any Federal, state, interstate or local governmental agency, are hereby made a condition of this

lease. The Lessee shall require all sanitation facilities on boats moored at the Lessee's facilities, including rental boats, to be sealed against any discharge into the lake. Services for waste disposal, including sewage pump-out of watercraft, shall be provided by the Lessee as appropriate. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs arising from the Lessee's activities, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from the District Commander before any pesticides or herbicides are applied to the premises.

28. ENVIRONMENTAL CONDITION OF PROPERTY

An Environmental Condition of Property (ECP) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **Exhibit "C"**. Upon expiration, revocation or termination of this lease another ECP shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the District Commander in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with **Condition No. 17 on RESTORATION**.

29. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archaeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify District Commander and protect the site and the material from further disturbances until the District Commander gives clearance to proceed.

30. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to the District Commander, all soil and water conservation structures that may be in existence upon said premises at the beginning of, or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the District Commander.

31. TRANSIENT USE

a. Camping, including transient trailers or recreational vehicles, at one or more campsites for a period longer than thirty (30) days during any sixty (60) consecutive day period is prohibited. The Lessee will maintain a ledger and reservation system for the use of any such campsites.

b. Occupying any lands, buildings, vessels or other facilities within the premises for the purpose of maintaining a full or part-time residence is prohibited, except for employees residing on the premises for security purposes if authorized by the District Commander.

32. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bon fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay the full amount of such commission, percentage, brokerage or contingent fee.

33. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

34. MODIFICATIONS

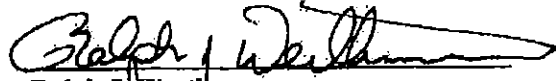
This lease contains the entire agreement between the parties hereto, and no modification of this lease, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative; and this provision shall apply to this clause as well as all other conditions of this lease.

35. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not eliminate the necessity of obtaining any Department of the Army permit for activities which involve the discharge of dredge or fill material or placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 USC 403), and Section 404 of the Clean Waters Act (33 USC 1344).

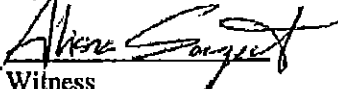
IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army this 12th day of March, 2008.

UNITED STATES OF AMERICA

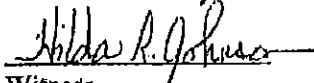


Ralph J. Werthmann
Chief, Real Estate Division
Contracting Officer

Signed and Sealed in the Presence of:



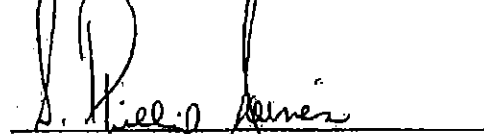
Witness



Witness

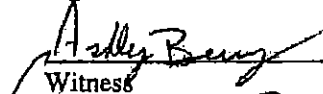
THIS LEASE is also executed by the Lessee this 20th day of February, 2008.

THE STATE OF SOUTH CAROLINA,
DEPARTMENT OF PARKS,
RECREATION AND TOURISM

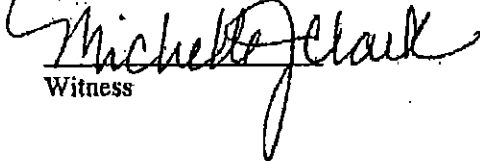


Title: State Park Director

Signed and Sealed in the Presence of:



Witness



Witness

CERTIFICATE OF AUTHORITY

I, Amy DUFFY, certify that I am the Chief of Staff, for the State of
(Name) (Title)

South Carolina Department of Parks Recreation and Tourism do hereby certify that

S. Phillip Gaines who signed the foregoing instrument on behalf of the Lessee was
(Name- Signer of Instrument)

then the State Park Director of the State of South Carolina Department of Parks

Recreation and Tourism. I further certify that the said officer was acting within the scope of
power delegated to this officer by the body of the Lessee in executing said instrument.

This 21 day of February, 2008.

x Amy Duffy
Title: Chief of Staff

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

PROBATE

Personally appeared before me a Notary Public and for the State and County aforesaid,

Shane Geargin, who being duly sworn says that (s)he saw the within named
J. Phillip Jones sign the attached and foregoing instrument in the capacity therein

stated for the purpose herein expressed as the act and Instrument of **The State of South**

Carolina, Department of Parks, Recreation and Tourism, and that (s)he with

Michelle J. Clark witnessed the execution of the same.

Sworn to before me this 20th day
of February, 2008.

Shane Geargin
Notary Public

My Commission Expires: 9/21/10

STATE OF GEORGIA)
)
COUNTY OF CHATHAM)

PROBATE

Personally appeared before me a Notary Public in and for the State and County aforesaid,
Diane G. Hudson, who being duly sworn says: that (s)he saw the within named
Ralph J. Werthmann sign the attached and foregoing instrument on behalf of the
United States of America, and that (s)he with Alisia Sargeant witnessed the
execution of the same.

Sworn before me this 12th day
of March, 2008.
Diane G. Hudson
Notary Public

My Commission Expires: _____