

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement ("Agreement") is entered into this 30th day of October, 2020 ("Effective date"), by and between Lake Hartwell Development Group, LLC ("LHDG") and Anderson County, South Carolina ("County").

WHEREAS, Anderson County has entered into a lease agreement (Lease No. DACW 21-1-20-0063) with the Secretary of the Army for the Asbury Recreation Area ("Asbury Park") or (the "Property") on Lake Hartwell in Anderson County, South Carolina;

WHEREAS, Anderson County anticipates entering into a Sub-Lease with LHDG for redevelopment and operation of Asbury Park;

WHEREAS, the Sub-Lease with LHDG must be approved by an Ordinance by the County Council of Anderson County and must be approved by the Secretary of the Army; and

WHEREAS, LHDG desires to place equipment upon the Asbury Park property and clear underbrush and dead trees which have the prior approval of the U.S. Army Corps of Engineers; and.

WHEREAS, the County is amenable to allowing LHDG access to the Property for conducting due diligence.

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) cash in hand paid by LHDG to the County and the mutual covenants and agreements established herein, and other good and valuable consideration, the receipt and sufficiency of all of which are hereby acknowledged. LHDG and the County hereto agree and declare as follows:

1. **Temporary Access Agreement.** The County hereby agrees to allow LHDG access to the Property for the purpose of underbrushing the Property and removing any dead trees as approved by the Corps of Engineers. LHDG can also erect temporary signage to identify amenities to be constructed on the Property. This Agreement further includes the placement of shipping or transport containers for storage of equipment. This Agreement does not provide for the construction of any amenities on the property. LHDG is responsible for any damage to the Property caused solely by its act or failure to act during the term of this Agreement.
2. **Termination of Temporary Access Agreement.** This temporary access agreement shall terminate upon conclusion of a sub-lease for approval by the U.S. Army Corps of Engineers for the Asbury Park Property between the County and LHDG.
3. **Insurance.** LHDG shall maintain and pay all property and liability insurance and pay other insurance necessary and prudent for its operation on the Property, including but not limited to workers' compensation insurance. LHDG shall furnish the County with a copy of a Certificate of Insurance, which the County will provide to the U.S. Army Corps of Engineers, Real Estate Division (ATTN: RE-RM), 100 Oglethorpe Ave., Savannah, Georgia 31401, naming the County and U.S. Army Corps of Engineers as additional named insureds and having a policy limit of \$1,000,000.00 per claim and aggregate of \$1,000,000.00

4. **Indemnification by LHDG.** LHDG and its successors and assigns shall indemnify and hereby agrees to hold harmless the County and the Secretary of the Army, their agents, council members, officers, employees, and attorneys from and against all liability or damages, including reasonable attorney's fees, legal expense, and costs which the County and the Secretary of the Army may suffer as a result of claims, demands, costs, liens, actions, or awards against the County and the Secretary of the Army arising out of or in connection with the condition of the Property due to the negligence or willful misconduct of LHDG, its successors, assigns, agents, tenants, employees, guests, invitees, and the like during the term of this Agreement. This indemnification provision, without limitations, extends to any materials or structures that may presently exist on the site.
5. **Amendment.** This Agreement represents the entire understanding between the parties with respect to the subject matter hereof and may not be abrogated, modified, rescinded or amended in whole or in part without mutual express written consent of LHDG and the County or their respective heirs, successors or assigns.
6. **Governing Law and Enforcement.** This Agreement shall be governed and enforced in accordance with the laws of the State of South Carolina, without regard to conflict of law principles. Any action brought regarding this Agreement shall be brought in the Anderson County Circuit Court as a non-jury matter and the parties hereby **WAIVE** their right to a jury trial.
7. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, and all of such counterparts together shall be deemed to constitute one original document. This Agreement may be executed electronically.
8. **Miscellaneous:**
 - a. Whenever required by the context of this Agreement, the singular shall include the plural and the vice versa, and the masculine shall include the feminine and neutral.
 - b. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be valid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
 - c. The captions preceding the text of each paragraph are included only for convenience of reference.
 - d. The fact that one party hereto was the drafter of this Agreement shall not be taken into consideration as a factor in interpretation or enforcement of the terms of the terms of this Agreement. In the event an ambiguity is found herein, said ambiguity will not be construed more strictly against the drafter of this document.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties hereto have executed this Temporary Access Agreement on the day and year first above written.

WITNESSES:

Alex F. Driver
Alex F. Driver

Witness

Cheryl Turnage
Cheryl Turnage

Witness

Laura B. Cox
Laura B. Cox

Witness

Charles Turner

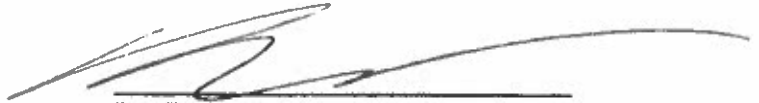
Witness

Charles Turner

LAKE HARTWELL
DEVELOPMENT GROUP, LLC

Karen Alayne McCallough
By: Karen Alayne McCallough
Its: President/owner

ANDERSON COUNTY



By: Rusty Burns
Anderson County Administrator