

## **AGREEMENT**

This Agreement is entered into by and between Lake Hartwell Development Group, LLC (“LHDG”) and the Count of Anderson, South Carolina (“County”) this 21<sup>st</sup> day of March, 2021.

**WHEREAS**, LHDG has entered into a sub-lease with the County for Asbury Park, a Red Zone Corps of Engineers Lake Hartwell facility and which the County has leased from the Corps of Engineers;

**WHEREAS**, LHDG anticipates entering into sub-lease agreements with the County for other Red Zone Corps of Engineers Lake Hartwell facilities which the County has leased from the Corps of Engineers;

**WHEREAS**, LHDG has, in the spirit of cooperation with the County, disclaimed any interest in the Lake Hartwell Island Point campground site, a Corps of Engineers Lake Hartwell Red Zone facility adjacent to or in the vicinity of the Big Water Marina; and

**WHEREAS**, LHDG and the County desire to memorialize this agreement regarding the future use of the Island Point facility.


**NOW, THEREFORE**, LHDG and the Count hereby agree as follows:

1. LHDG disclaims any interest in a future sub-lease with the County for the Island Point campground near the Big Water Marina on Lake Hartwell.
2. At the appropriate time, the County may enter into a sub-lease with another entity for the Island Point campground without any further communication with LHDG regarding this Island Point facility.
3. This Agreement shall supersede and replace any agreement or document to the contrary regarding the sub-lease of the Island Point Campground project.
4. 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entire understanding between the parties with respect to the subject matter hereof and may not be abrogated, modified, rescinded or amended in whole or in part without express written consent of the County or their respective heirs, successors or assigns.
5. 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.
6. 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.

7. The Recitals are incorporated herein and made a part of this Agreement.
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.

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

Lake Hartwell Development Group, LLC:

  
BY: Karen Adams McLeod  
ITS: President

ANDERSON COUNTY:

  
BY: Rusty Burns  
ITS: County Administrator