

STATE OF SOUTH CAROLINA
DEPARTMENT OF NATURAL RESOURCES

AGREEMENT FOR THE ESTABLISHMENT AND OPERATION OF A WILDLIFE
MANAGEMENT AREA

This AGREEMENT made the 22nd day of August, 2002 between the parties whose names are hereinafter subscribed, **CLEMSON UNIVERSITY**, hereinafter called the **LESSOR**, and the **SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES**, hereinafter called the **LESSEE**.

WHEREAS, by Section 50-3-100 and 50-11-2200, 1976 Code Laws and Regulation Number 19-445.2120, authority is given the **SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES** to lease land for the purpose of establishing public hunting areas for the protection, managing, and propagating of fish and game and furnishing the people of South Carolina with hunting and fishing opportunities.

NOW, THEREFORE, in consideration of the premises, **LESSOR** does grant, demise, lease, and let to the **LESSEE** all hunting, fishing, and trapping rights on the following lands described as and constituting approximately 22,000 acres lying in or being a part of the lands belonging to Clemson University in Pickens, Oconee, and Anderson counties, South Carolina, as shown in Exhibits A & B, which are incorporated fully herein by reference.

THE LESSEE AGREES:

1. To provide wildlife protection through its staff for the proper enforcement of the wildlife laws, rules, and regulations made pursuant to the natural resource laws of South Carolina.
2. To thoroughly demarcate the boundary of the area under consideration with signs of suitable material setting forth the intent and use of the area.
3. To develop the area for wildlife by the application of scientific management techniques that are compatible with good land use and that are consistent with the funds, personnel, and other facilities available, for such use.
4. To recognize the primary use of the land by the **LESSOR** and to apply only these techniques that are compatible with that primary use.

5.To assist the **LESSOR** in any way possible with the protection of the property against fire, trespass, littering, and dumping.

6.To formulate and administer a program of controlled public hunting based on scientific principles of harvest and wildlife management.

7.To compensate the **LESSOR** for lands open to public hunting under the **LESSEE'S** Wildlife Management Area Program. The rate of compensation will be mutually agreed upon by the **LESSOR** and the **LESSEE** and shall not be less than \$8,500 per year. Funds will be distributed to the Clemson University Departments charged with administration of lands.

8.To make a financial statement to the **LESSOR** by March 15th of each year.

9.To make payment to the **LESSOR** by August 31st of each year.

10.Lessee as a state agency is currently insured by the S. C. Insurance Reserve Fund, under the provisions of the S. C. Tort Claims Act (SC Code 15-78-10 et. seq.). If for any reason Lessee ceases to be insured by the Insurance Reserve Fund, it will immediately furnish to Lessor written proof of insurance coverage equal to or greater than that currently provided by the S C. Insurance Reserve Fund.

THE LESSOR AGREES:

1.That the **LESSEE** shall have the right of ingress and egress upon the demised lands of the **LESSOR** at any and all times for the protection and propagation of wildlife.

2.To designate the areas as a ground for controlled public hunting under the exclusive control of the **LESSEE**.

3.To permit the **LESSEE** to improve wildlife habitat by the clearing and planting of food plots and rights-of-way consistent with the primary use.

4.To permit the **LESSEE** to establish controlled harvests of wildlife populations for the benefit of the public.

IT IS MUTUALLY AGREED:

1. That this Agreement shall become effective as soon as signed by the parties hereto, to expire June 1, 2003. It shall, thereafter, be renewable on a year-to-year basis with written consent of both parties.

2. That this Agreement may be terminated by either party upon two (2) months written notice to the other prior to June 1st of each year, with termination of this Agreement becoming effective on June 1st.

3. That in the event termination is effected, **LESSEE** shall have the right to remove any and all buildings, apparatus, and materials supplied by him for the purpose of this Agreement.

4. That amendment to the Agreement may be proposed by either party upon thirty (30) days notice to the other, and such amendments shall become effective as soon as signed by the parties hereto.

5. That **LESSOR** may, in its sole discretion, upon thirty (30) days written notice, close certain areas when necessary to harvest forest products or to conduct required research.

6. It is mutually agreed that approximately 13,000 acres shall be designated as WMA Public Hunt Lands and the remainder, approximately 9,000 acres, shall be designated as WMA No Hunt Teaching and Research lands as shown and described in Exhibits A & B attached. It is further agreed that the area shown as Clemson University campus is excluded.

7. That nothing herein contained shall be construed as limiting or affecting in any way, except as to wildlife conservation, the authority of the **LESSOR** in connection with the proper protection and administration of the above-mentioned land.

8. **LESSOR** will notify the **LESSEE** each year prior to April 1st of any changes in acreage included in the Lease.

Attest:

CLEMSON UNIVERSITY (LESSOR)

By: Lawrence M. Gressette, Jr.

Its: Chairman, Board for Trustees

Address: Land Management

212 Barre Hall, Clemson University

Clemson, SC 29634-0124

Attest:

**SOUTH CAROLINA DEPARTMENT
OF NATURAL RESOURCES (LESSEE)**

By: Paul A. Sandifer

Its: Deputy Director for Wildlife and Freshwater
Fisheries

Address: SC DNR

Rembert C. Dennis Building

1000 Assembly Street

Columbia, SC 29202