



NOW THEREFORE, in consideration of the mutual promises and covenants undertaken it is hereby agreed:

The County will provide proof of its ownership interest in the property to the South Carolina Department of Natural Resources.

The County will be the named permittee for any State or Federal permits which are required for the construction of this project.

This project is subject to the South Carolina Consolidated Procurement Code and any requests for proposals, bids or contracts will follow that code.

The County agrees that for the life of this project there will be no fees to the public for its use as a boating and fishing access facility.

The County covenants and agrees that the facility will be open twenty-four (24) hours a day, seven days a week for use as a boating access facility and will remain open for the twenty (20) year life of this project excepting acts of God or nature or other condition which may require a temporary closure.

As a part of this project the County will erect and maintain a sign designed by the Department indicating the facility is operated by the County.

The Department can assist the County in providing technical assistance for the design, permits and construction of a boat ramp, fishing pier, parking area and access drive.

Through use of its own funds the County agrees to have litter/trash collected and removed, vegetation is trimmed or removed and directional signs or markings are repaired. Further, the County agrees to inspect the premises at least twice a year for

maintenance needs. The County will provide safety and emergency services to the public who use the facility and will insure that the facility is regularly patrolled to insure the safety of the public and the property.

Subject to the availability of funds, the Department agrees that if the facility in spite of the best efforts of the County is in need of major repair or renovation that the County may seek additional financial assistance from the Department and such will not be unreasonably withheld. Provided, however the Department reserves the right to determine the need and feasibility of any repair or renovations.

For any breach of this agreement which is not cured after notice from the Department the County must reimburse the Department to the extent of any funding provided by or through the Department for the project on a prorated basis based on a twenty (20) year facility life span beginning on the completion date of the construction.

The projected cost for the purchase of the 6 acre parcel for the future development of a boating and fishing facility is \$57,377.04. The Department agrees it will participate in the purchase of this 6 acre parcel up to the amount of \$57,377.04 from those Water Recreation Resource Funds allocated to Greenville County, this is a portion of the total amount which was approved by the Greenville County Legislative Delegation. The additional approved amount will be used for the development of the public boating and fishing facility contemplated in this agreement and will be provided for in a separate agreement. The County is responsible for any additional funds exceeding the \$57,377.04 for the purchase of the 6 acre parcel.

The County shall be responsible for all costs associated with the project and shall be reimbursed from the aforementioned funds for completed work in place for the project,

final approval by the Department and submission of reimbursement request to the Department with supporting financial data as deemed necessary by the Department.

**IN WITNESS WHEREOF**, the parties have hereunto their hands and seals as of the date first above written.

Approved as to form by  
SCDNR Office of Chief Counsel

SFB

Date: 10/6/14

South Carolina Department of Natural Resources

BY: \_\_\_\_\_  
Director

Printed Name: \_\_\_\_\_

Greenville County

BY: \_\_\_\_\_  
County Administrator

Printed Name: \_\_\_\_\_