AGREEMENT
Between

SPARTANBURG COUNTY PARKS DEPARTMENT

AND THE

SOUTH CAROLINA DEPARTMENT OF NATURAL RESOURCES

This agreement made and entered into by and between Spartanburg County Parks Department (Spartanburg County Parks) and the South Carolina Department of Natural Resources (the Department).

Witnesseth:

That whereas Spartanburg County Parks is the owner of a certain tract of land comprising approximately 135 acres, more or less, situated in Spartanburg County, South Carolina and known as the Cherokee Springs Tract. The tract is located at 205 RC Thompson Road on the south side of S.C. Highway 191 (Foster Grove Road) approximately one mile west of the intersection of Foster Grove Road and U.S. Highway 221 (Chesnee Highway) and is shown on Spartanburg County Tax Map # 2-39-00-038.00.

Whereas the Department is authorized by law to enter into Agreements with landowners with respect to establishment and maintenance of Wildlife Management Areas and Refuges; and

Whereas considerable interest has been shown by the sportsmen of South Carolina in the hunting of game species; and it has been demonstrated that many species can be managed to support considerable hunting pressure;

Now, therefore, for the mutual benefits derived from this Agreement, the landowner hereby lets and provides to the Department all rights and privileges to hunt on the premises hereinbefore described for public dove hunting subject to further terms and conditions as follows:

A. The County agrees:

1. To permit the Department to establish agricultural areas which shall be open to the public for hunting on such days as the Department may determine.

2. To permit the Department to plant and cultivate according to the methods and schedules as prescribed by the Department summer and winter grains within the said tract, said areas to be at such locations as may be agreed to by both parties.

3. To protect the designated areas from damage due to grazing or other activities.

4. To permit ingress and egress by Department personnel or those designated by the Department at any and all reasonable times upon said tract of land during the terms of this Agreement.
of administrative, management, or law enforcement purposes.

5. To cooperate with the Department in restricting hunting upon said land to those days which may be designated by regulations of the Department as open to public hunting.

6. To permit entry upon said lands for hunting purposes on any and all days that may be designated by the Department as open to hunting and to permit the Department to regulate hunting activities during the terms of this Agreement.

7. To refrain from any activity that would constitute baiting".

B. The Department Agrees:

1. To establish and designate the lands hereinbefore described as a wildlife management area and to open such area to the public for hunting on such days as may be deemed to be in the best interest of the hunting public.

2. To furnish and post appropriate signs designating said lands as a wildlife management area and to furnish and post such signs as may be necessary to prevent hunting on areas in the vicinity of dwellings and outbuildings located on said lands.

3. The Department shall protect the premises from fire and trespass, and make and enforce such rules as are necessary, within its authority, in exercising privileges granted in this lease.

4. The obligation of this Department under this Agreement are conditioned upon the availability of money from which expenditures there under may be made.

5. The Department is subject to Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, and offers all persons the opportunity to participate in programs or activities regardless of race, color, national origin, or handicap. Further, it is agreed that no individual will be turned away from or otherwise denied access to or benefit for any program or activity that is directly associated with a program of the Department on the basis of race, color, national origin, or handicap.

C. It is mutually agreed:

1. That areas within 200 yards of occupied dwellings or other improved facilities will remain closed to public hunting.

2. Both parties will cooperate in the enforcement of all State and Federal laws and regulations which govern hunting activities and will cooperate in the implementation of the terms of this Agreement.

3. That the parties of this Agreement will manage for and permit the taking of the following: (a) Mourning doves only.
4. That the terms of the Agreement shall become effective when the same has been signed by, or on the behalf of, both parties hereto and shall remain in effect until a 60 day notice is given by either party. This Agreement may be amended in writing by mutual consent.

In witness whereof the said Spartanburg County Parks and the Deputy Director of the South Carolina Department of Natural Resources, Wildlife & Freshwater Fisheries Division, have hereunto subscribed their respective signatures on the dates indicated.

DATE 2/19/13  DATE 2/21/13

[Signature]
County Administrator, Spartanburg County

[Signature]
Deputy Director, Wildlife & Freshwater Fisheries Division

Witness

Witness