

July 24, 2024

The Honorable Travis A. Moore, Chairman
Economic Development, Transportation, and Natural Resources Subcommittee of Legislative Oversight Committee
P.O. Box 11867
Columbia, SC 29211

Dear Mr. Moore,

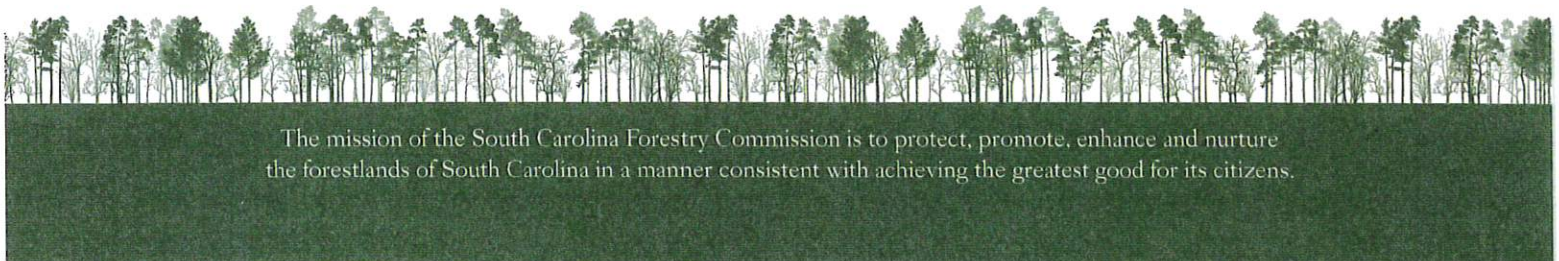
This letter is follow-up on several questions that arose during the SC Forestry Commission's testimony before the Legislative Oversight Subcommittee. Our response is below, and attachments are included.

1. According to testimony on Feb 1, 2024, Forestry received 332,000 burn notifications in 2023. A Member asked how that number compared to the previous 5 years and what would explain any fluctuations in the numbers. Please provide a graph/chart comparing the 2023 number to the previous 5 years and an explanation for fluctuation in the numbers, if any.
- Debris burn notifications occur year-round, with spikes in activity normally seen in the fall and spring as homeowners clean up their yards. Other debris burns that occur throughout the year include those ignited to dispose of piles created during land-clearing (clearing wooded areas for development), piled debris burns, and burns to remove piles from powerline right of way maintenance. Fluctuations in the number of notifications for these burns occur due to weather conditions during the fall and spring, fire danger messages provided during the notification process, and restrictions on burning implemented by the SCFC or county outdoor burning ordinances. At the county level the SCFC evaluates the fire danger message daily that burners hear when they make debris burn notifications and change the message as needed based on fuel and weather conditions. Managing the fire danger message that is presented during the notification process alerts those planning a debris burn to elevated fire potential, and many burners choose to postpone their burns until conditions improve.

The link to the 5-year trend in burn notifications is attached to the email.

2. With respect to county advisory boards, how many positions are currently vacant in each county?

The term of a County Forestry Board member is five years. After the board member's term expires, they continue to hold office until a successor is appointed. Current vacancies on the county advisory boards can be found in the attachment to the email.



3. How many acres of forestland does DNR lease from Forestry? Please provide a copy of the lease agreement.

Contract	Acres
Oak Lea, Poe Creek, PFC, Tuomey	7,538
Wee Tee	12,449
Sand Hills	47,174
Manchester	23,135
TOTAL	90,296

The lease agreements are attached to the email.

4. Why doesn't SC have a uniform fire reporting system?

The Forestry Commission adheres to fire reporting standards set by the National Wildfire Coordinating Group (NWCG). Our fire reports require much different information than that required in those submitted by structural fire departments, including data related to fuel type, fire behavior, rate of spread, weather conditions, control strategies, incident complexity, and other information.

We follow the NWCG standard to allow our wildfire data to be consolidated at a regional and national level, and that data informs funding levels we receive from the USDA Forest Service.

Structural fire departments report their incidents to the US Fire Administration (an agency within FEMA) through the National Fire Incident Reporting System (NFIRS). The reporting requirements are much different than those for wildfires and make it difficult to rectify fire occurrence between the two systems.

Nationally, there has been an effort to modernize fire reporting so the data can all be consolidated, and NFIRS will soon be replaced with a data reporting framework that interfaces directly with the national wildfire reporting system.



The mission of the South Carolina Forestry Commission is to protect, promote, enhance and nurture the forestlands of South Carolina in a manner consistent with achieving the greatest good for its citizens.

5. With respect to frontline firefighters, of the 152 FTEs, how many are currently in trainee status?

As of today, we have 160 total Forest Technician I FTEs. We currently have 6 vacancies (154 filled), and of those, 23 are currently in trainee status.

Please let me know if I can provide any additional information.

Sincerely,



Cathy C. Nordeen
Director of Administration

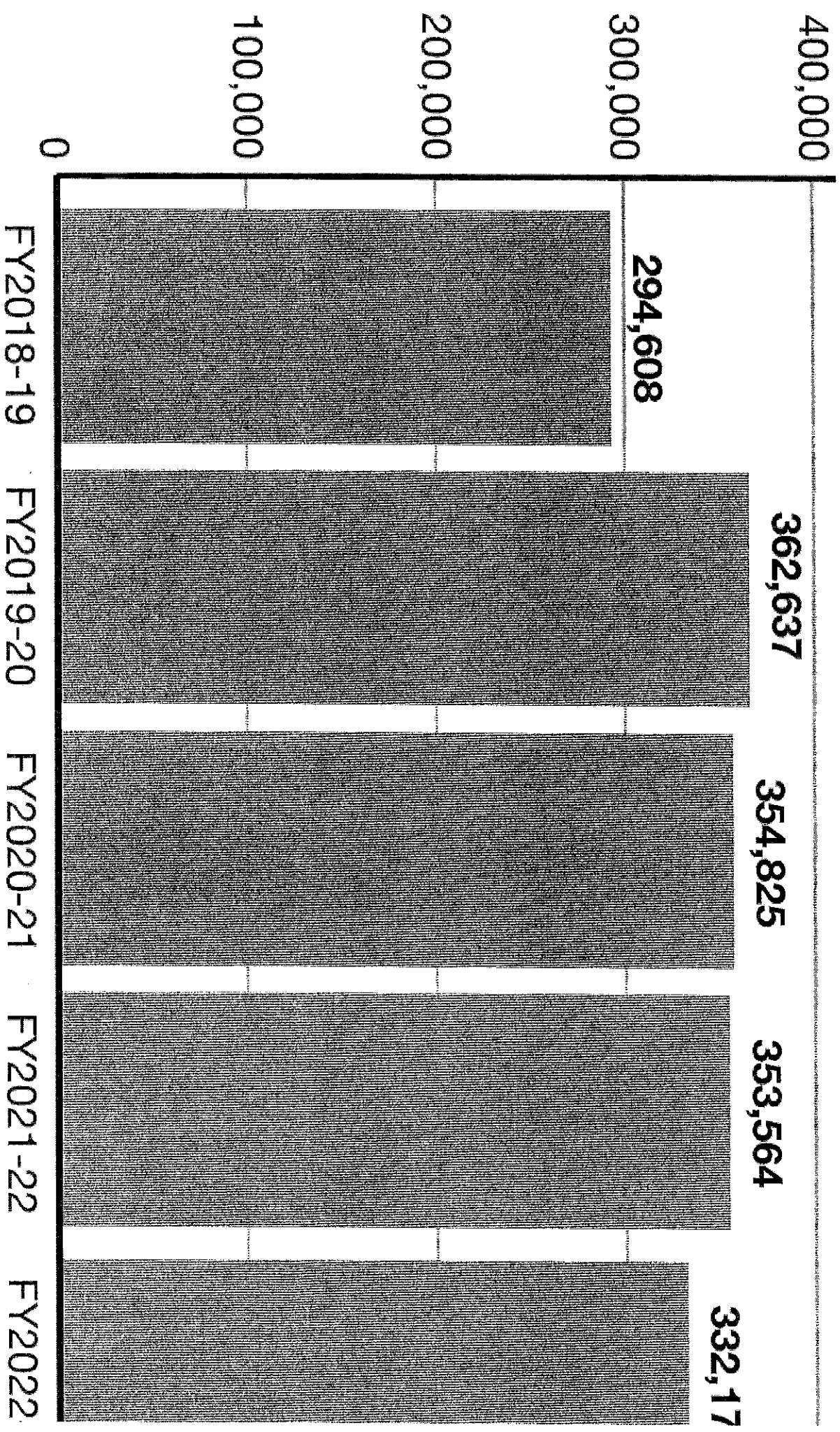
CC: Roland Franklin



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Lebris burn notifications, five-year trend

FY2019-2024



#	COUNTY	Number Board Positions			
		Total	Filled	Vacant	Expired*
1	ABBEVILLE	5	5	0	5
2	AIKEN	5	3	2	3
3	Allendale	5	0	5	0
4	ANDERSON	5	5	0	0
5	BAMBERG	5	2	3	2
6	BARNWELL	5	1	4	1
7	BEAUFORT	5	2	3	2
8	BERKELEY	5	2	3	2
9	CALHOUN	5	3	2	3
10	CHARLESTON	5	5	0	1
11	CHEROKEE	5	2	3	2
12	CHESTER	5	3	2	3
13	CHESTERFIELD	5	1	4	1
14	CLARENDON	5	2	3	2
15	COLLETON	5	2	3	2
16	DARLINGTON	5	2	3	2
17	DILLON	5	4	1	4
18	DORCHESTER	5	4	1	4
19	EDGEFIELD	5	4	1	4
20	FAIRFIELD	5	2	3	2
21	FLORENCE	5	5	0	0
22	Georgetown	5	5	0	5
23	Greenville	5	5	0	1
24	Greenwood	5	5	0	5
25	Hampton	5	1	4	1
26	Horry	5	5	0	1
27	Jasper	5	3	2	2
28	Kershaw	5	2	3	2
29	Lancaster	5	5	0	4
30	Laurens	5	3	2	3
31	Lee	5	2	3	2
32	Lexington **	6	6	0	4
33	Marion	5	4	1	3
34	Marlboro	5	4	1	4
35	McCormick	5	2	3	2
36	Newberry	5	4	1	4
37	Oconee	5	5	0	4
38	Orangeburg	5	4	1	4
39	Pickens	5	3	2	3
40	Richland	5	4	1	4
41	Saluda	5	3	2	3
42	Spartanburg	5	5	0	0
43	Sumter	5	4	1	4
44	Union	5	3	2	3
45	Willamburg	5	3	2	3
46	York	5	2	3	2
	Totals	231	151	80	118

* The number of expired positions is also included in the filled positions column.
Each member holds office until successor is appointed.

**Lexington currently has six board members, but there should only be five. A new board member was appointed, but not sure who the new board member is replacing.

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

Wildlife Management Area Lease
(All hunting, fishing, and trapping rights)

This Lease is made and entered into this 16th day of August 2022 (the "Effective Date") between and by the South Carolina Forestry Commission, hereinafter called the "Lessor", and the South Carolina Department of Natural Resources, an agency of the State of South Carolina, hereinafter called the "Lessee."

WHEREAS, the Lessee is authorized by S.C. Code Ann. §§ 50-3-100 and 50-11-2200 (1976 & Supp. 2015) 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;

WHEREAS, this Lease is exempt from review and approval under S.C. Code Ann. Sections 1-11-55 & -65 (1976 & Supp. 2015) and Reg. 19-445-.1000 pursuant to the "game land" exemption approved by the Budget and Control Board on October 22, 1985.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and subject to the terms and conditions set forth below, Lessor does grant, demise, lease, and let to the Lessee all hunting, fishing, and trapping rights on that property described as Oak Lea WMA in Clarendon County, Poe Creek Tract in Pickens County, Piedmont Forestry Center tract in Oconee County, and Tuomey Tract of Manchester State Forest in Sumter County and containing 7,538 acres, more or less, lying in or being a part of the property of the Lessor. (hereinafter referred to as "the WMA Lands").

THE LESSEE AGREES:

1. To provide protection for wildlife through the enforcement of the wildlife laws, rules, and regulations of South Carolina.
2. To demarcate the boundary of the area subject to this Lease with signs of suitable material setting forth the intent and use of the area.
3. To manage the area for wildlife by the application of scientific techniques that are compatible with good land use and 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 those techniques that are compatible with that primary use.
5. To assist the Lessor with the protection of the property against uncontrolled fire(s) and against trespass.

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

7. To pay the Lessor, provided that such funds are available, 1/2 the difference between the full pro-rata share (all WMA receipts less fixed payments) and 65% of the pro-rata share (the "Annual WMA Payment"). The Annual WMA Payment shall be calculated by the following formula:

$$\frac{\text{65\% of funds received from WMA permit sales acreage of private land in WMA Program}}{\text{acres in WMA Program covered by this Lease}} \times \text{Annual Payment to Lessor} = \text{Annual Payment to Lessor}$$

8. To make a financial statement to the Lessor by March 15th of each year, stating the income from the sale of Wildlife Management Area Permits and listing the Annual WMA Payment due Lessor.

9. To make the Annual WMA Payment to Lessor by August 31st of each year.

10. The WMA Lands have historically been used for agricultural and/or forestry purposes and maintained only to standards required for such use. Lessor makes no representations as to the present or future condition or uses of the WMA Lands or the nature or condition of, or traffic on, any roads or trails.

THE LESSOR AGREES:

1. The Lessee shall have the right of ingress and egress upon the WMA Lands at any and all times for the protection and propagation of wildlife.
2. This Lease authorizes the Lessee to identify and publicly designate the WMA Lands for controlled public access and hunting under the exclusive control of Lessee and as provided under S.C. Code Ann. § 50-11-2200, Regs. 123-40 & -200, and such other limitations as may be imposed by Lessee.
3. The Lessee may improve wildlife habitat by the clearing and planting of wildlife openings and existing cleared rights-of-ways consistent with the primary use.
4. The Lessee may establish seasons, bag limits, and method of hunting and taking surplus wildlife populations for the benefit of the public.
5. To permit public entry upon said lands for hunting purposes on any and all days that may be designated by the Lessee as open to hunting.
6. To refrain from any activity that would constitute "baiting" under relevant laws.

7. Lessor will provide reasonable advance notice to Lessee of any activities planned upon the WMA Lands which might interfere with the exercise of rights under this Lease.

7. This Lease does not alter general authorities related to wildlife management, natural resources, and law enforcement which Lessee or the State of South Carolina, and its agencies, may otherwise have as a matter of law.

IT IS MUTUALLY AGREED:

1. This Lease shall become effective as of the Effective Date and shall remain in force for a period of three (3) years thereafter.

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

3. Upon termination of this Lease, Lessee shall have the right to remove any and all buildings, apparatus, and materials supplied by Lessee in furtherance of this Lease.

4. This Lease may be amended upon written agreement of the parties, and amendments shall become effective as soon as signed by both parties.

5. Lessor will notify Lessee by April 1 of each year of acreage Lessor is removing from the WMA Lands or additional acreage which the Lessee agrees to include in the WMA Lands. The acreage shown in each year's revised Appendix A will be used as a basis for making payment to Lessor for the ensuing 12-month period.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Attest:

James Douglas

Lessor: South Carolina Forestry Commission

By: *Sant Z. Phillip*

Title: State Forester

Address: PO Box 21707

Columbia, SC 29221

Attest:

WMA Lease

William F. Duke Jr.
Attest:

Lessee: South Carolina Department
of Natural Resources

By: [Signature]

Deputy Director for Wildlife
and Freshwater Fisheries

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

Wildlife Management Area Lease
(All hunting, fishing, and trapping rights)

This Lease is made and entered into this 16th day of August, 2022 (the "Effective Date") between and by the South Carolina Forestry Commission, hereinafter called the "Lessor", and the South Carolina Department of Natural Resources, an agency of the State of South Carolina, hereinafter called the "Lessee."

WHEREAS, the Lessee is authorized by S.C. Code Ann. §§ 50-3-100 and 50-11-2200 (1976 & Supp. 2015) 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;

WHEREAS, this Lease is exempt from review and approval under S.C. Code Ann. Sections 1-11-55 & -65 (1976 & Supp. 2015) and Reg. 19-445-.1000 pursuant to the "game land" exemption approved by the Budget and Control Board on October 22, 1985.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and subject to the terms and conditions set forth below, Lessor does grant, demise, lease, and let to the Lessee all hunting, fishing, and trapping rights on that property described as Wee Tee State Forest in Williamsburg and Georgetown Counties and containing 12,449 acres, more or less, lying in or being a part of the property of the Lessor. (hereinafter referred to as "the WMA Lands").

THE LESSEE AGREES:

1. To provide protection for wildlife through the enforcement of the wildlife laws, rules, and regulations of South Carolina.
2. To demarcate the boundary of the area subject to this Lease with signs of suitable material setting forth the intent and use of the area.
3. To manage the area for wildlife by the application of scientific techniques that are compatible with good land use and 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 those techniques that are compatible with that primary use.
5. To assist the Lessor with the protection of the property against uncontrolled fire(s) and against trespass.
6. To formulate and administer a program of controlled public hunting based on

scientific principles of harvest and wildlife management.

7. To pay the Lessor, provided that such funds are available, $\frac{1}{2}$ the per acre payment based on the pro-rata share of all funds received each year from the sale of Wildlife Management Area Permits.

8. To make a financial statement to the Lessor by March 15th of each year, stating the income from the sale of Wildlife Management Area Permits and listing the Annual WMA Payment due Lessor.

9. To make the Annual WMA Payment to Lessor by August 31st of each year.

10. The WMA Lands have historically been used for agricultural and/or forestry purposes and maintained only to standards required for such use. Lessor makes no representations as to the present or future condition or uses of the WMA Lands or the nature or condition of, or traffic on, any roads or trails.

THE LESSOR AGREES:

1. The Lessee shall have the right of ingress and egress upon the WMA Lands at any and all times for the protection and propagation of wildlife.

2. This Lease authorizes the Lessee to identify and publicly designate the WMA Lands for controlled public access and hunting under the exclusive control of Lessee and as provided under S.C. Code Ann. § 50-11-2200, Regs. 123-40 & -200, and such other limitations as may be imposed by Lessee.

3. The Lessee may improve wildlife habitat by the clearing and planting of wildlife openings and existing cleared rights-of-ways consistent with the primary use.

4. The Lessee may establish seasons, bag limits, and method of hunting and taking surplus wildlife populations for the benefit of the public.

5. To permit public entry upon said lands for hunting purposes on any and all days that may be designated by the Lessee as open to hunting.

6. To refrain from any activity that would constitute "baiting" under relevant laws.

7. Lessor will provide reasonable advance notice to Lessee of any activities planned upon the WMA Lands which might interfere with the exercise of rights under this Lease.

7. This Lease does not alter general authorities related to wildlife management, natural resources, and law enforcement which Lessee or the State of South Carolina, and its agencies, may otherwise have as a matter of law.

IT IS MUTUALLY AGREED:

1. This Lease shall become effective as of the Effective Date and shall remain in force for a period of three (3) years thereafter.

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

3. Upon termination of this Lease, Lessee shall have the right to remove any and all buildings, apparatus, and materials supplied by Lessee in furtherance of this Lease.

4. This Lease may be amended upon written agreement of the parties, and amendments shall become effective as soon as signed by both parties.

5. Lessor will notify Lessee by April 1 of each year of acreage Lessor is removing from the WMA Lands or additional acreage which the Lessee agrees to include in the WMA Lands.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Attest:

James Douglas

Lessor: South Carolina Forestry Commission

By: Scott Z. Phyllis

Title: State Forester

Address: PO Box 21707

Columbia, SC 29221

Attest:

William F. ...

Lessee: South Carolina Department
of Natural Resources

By: [Signature]

Deputy Director for Wildlife
and Freshwater Fisheries

STATE OF SOUTH CAROLINA)

COUNTY OF Richland)

Wildlife Management Area Lease
(All hunting, fishing, and trapping rights)

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WHEREAS, the Lessee is authorized by S.C. Code Ann. §§ 50-3-100 and 50-11-2200 (1976 & Supp. 2015) 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;

WHEREAS, this Lease is exempt from review and approval under S.C. Code Ann. Sections 1-11-55 & -65 (1976 & Supp. 2015) and Reg. 19-445-.1000 pursuant to the "game land" exemption approved by the Budget and Control Board on October 22, 1985.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and subject to the terms and conditions set forth below, Lessor does grant, demise, lease, and let to the Lessee all hunting, fishing, and trapping rights on that property described as The Sand Hills State Forest in Chesterfield and Darlington Counties and Cassatt State Forest in Kershaw County and containing 47,174 acres, more or less, lying in or being a part of the property of the Lessor. (hereinafter referred to as "the WMA Lands").

THE LESSEE AGREES:

1. To provide protection for wildlife through the enforcement of the wildlife laws, rules, and regulations of South Carolina.
2. To demarcate the boundary of the area subject to this Lease with signs of suitable material setting forth the intent and use of the area.
3. To manage the area for wildlife by the application of scientific techniques that are compatible with good land use and 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 those techniques that are compatible with that primary use.
5. To assist the Lessor with the protection of the property against uncontrolled fire(s) and against trespass.
6. To formulate and administer a program of controlled public hunting based on

WMA Lease.

scientific principles of harvest and wildlife management.

7. To pay the Lessor, provided that such funds are available, 2.5% of all funds received each year from the sale of Wildlife Management Area Permits.

8. To make a financial statement to the Lessor by March 15th of each year, stating the income from the sale of Wildlife Management Area Permits and listing the Annual WMA Payment due Lessor.

9. To make the Annual WMA Payment to Lessor by August 31st of each year.

10. The WMA Lands have historically been used for agricultural and/or forestry purposes and maintained only to standards required for such use. Lessor makes no representations as to the present or future condition or uses of the WMA Lands or the nature or condition of, or traffic on, any roads or trails.

THE LESSOR AGREES:

1. The Lessee shall have the right of ingress and egress upon the WMA Lands at any and all times for the protection and propagation of wildlife.

2. This Lease authorizes the Lessee to identify and publicly designate the WMA Lands for controlled public access and hunting under the exclusive control of Lessee and as provided under S.C. Code Ann. § 50-11-2200, Regs. 123-40 & -200, and such other limitations as may be imposed by Lessee.

3. The Lessee may improve wildlife habitat by the clearing and planting of wildlife openings and existing cleared rights-of-ways consistent with the primary use.

4. The Lessee may establish seasons, bag limits, and method of hunting and taking surplus wildlife populations for the benefit of the public.

5. To permit public entry upon said lands for hunting purposes on any and all days that may be designated by the Lessee as open to hunting.

6. To refrain from any activity that would constitute "baiting" under relevant laws.

7. Lessor will provide reasonable advance notice to Lessee of any activities planned upon the WMA Lands which might interfere with the exercise of rights under this Lease.

7. This Lease does not alter general authorities related to wildlife management, natural resources, and law enforcement which Lessee or the State of South Carolina, and its agencies, may otherwise have as a matter of law.

IT IS MUTUALLY AGREED:

WMA Lease

1. This Lease shall become effective as of the Effective Date and shall remain in force for a period of three (3) years thereafter.

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

3. Upon termination of this Lease, Lessee shall have the right to remove any and all buildings, apparatus, and materials supplied by Lessee in furtherance of this Lease.

4. This Lease may be amended upon written agreement of the parties, and amendments shall become effective as soon as signed by both parties.

5. Lessor will notify Lessee by April 1 of each year of acreage Lessor is removing from the WMA Lands or additional acreage which the Lessee agrees to include in the WMA Lands.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Attest:

James Douglas

Lessor: South Carolina Forestry Commission

By: Scott L. Phillips

Title: State Forester

Address: PO Box 21707

Columbia, SC 29221

Attest:

William F. Tucker Jr.

Lessee: South Carolina Department
of Natural Resources

By: [Signature]

Deputy Director for Wildlife
and Freshwater Fisheries

STATE OF SOUTH CAROLINA)
)
COUNTY OF Richland)

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(All hunting, fishing, and trapping rights)

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WHEREAS, the Lessee is authorized by S.C. Code Ann. §§ 50-3-100 and 50-11-2200 (1976 & Supp. 2015) 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;

WHEREAS, this Lease is exempt from review and approval under S.C. Code Ann. Sections 1-11-55 & -65 (1976 & Supp. 2015) and Reg. 19-445-.1000 pursuant to the "game land" exemption approved by the Budget and Control Board on October 22, 1985.

NOW, THEREFORE, in consideration of the covenants and promises contained herein and subject to the terms and conditions set forth below, Lessor does grant, demise, lease, and let to the Lessee all hunting, fishing, and trapping rights on that property described as Manchester State Forest in Sumter County and containing 23,135 acres, more or less, lying in or being a part of the property of the Lessor in Sumter County, South Carolina (hereinafter referred to as "the WMA Lands").

THE LESSEE AGREES:

1. To provide protection for wildlife through the enforcement of the wildlife laws, rules, and regulations of South Carolina.
2. To demarcate the boundary of the area subject to this Lease with signs of suitable material setting forth the intent and use of the area.
3. To manage the area for wildlife by the application of scientific techniques that are compatible with good land use and 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 those techniques that are compatible with that primary use.
5. To assist the Lessor with the protection of the property against uncontrolled fire(s) and against trespass.
6. To formulate and administer a program of controlled public hunting based on

scientific principles of harvest and wildlife management.

7. To pay the Lessor, provided that such funds are available, $\frac{1}{2}$ the difference between the full pro-rata share (all WMA receipts less fixed payments) and 65% of the pro-rata share (the "Annual WMA Payment"). The Annual WMA Payment shall be calculated by the following formula:

$$[(\text{Total WMA Receipts} - \text{Fixed Costs}) - (0.65 \times \text{Total WMA Receipts})] / 2$$

8. To make a financial statement to the Lessor by March 15th of each year, stating the income from the sale of Wildlife Management Area Permits and listing the Annual WMA Payment due Lessor.

9. To make the Annual WMA Payment to Lessor by August 31st of each year.

10. The WMA Lands have historically been used for agricultural and/or forestry purposes and maintained only to standards required for such use. Lessor makes no representations as to the present or future condition or uses of the WMA Lands or the nature or condition of, or traffic on, any roads or trails.

THE LESSOR AGREES:

1. The Lessee shall have the right of ingress and egress upon the WMA Lands at any and all times for the protection and propagation of wildlife.

2. This Lease authorizes the Lessee to identify and publicly designate the WMA Lands for controlled public access and hunting under the exclusive control of Lessee and as provided under S.C. Code Ann. § 50-11-2200, Regs. 123-40 & -200, and such other limitations as may be imposed by Lessee.

3. The Lessee may improve wildlife habitat by the clearing and planting of wildlife openings and existing cleared rights-of-ways consistent with the primary use.

4. The Lessee may establish seasons, bag limits, and method of hunting and taking surplus wildlife populations for the benefit of the public.

5. To permit public entry upon said lands for hunting purposes on any and all days that may be designated by the Lessee as open to hunting.

6. To refrain from any activity that would constitute "baiting" under relevant laws.

7. Lessor will provide reasonable advance notice to Lessee of any activities planned upon the WMA Lands which might interfere with the exercise of rights under this Lease.

7. This Lease does not alter general authorities related to wildlife management, natural resources, and law enforcement which Lessee or the State of South Carolina, and its agencies,

may otherwise have as a matter of law.

IT IS MUTUALLY AGREED:

1. This Lease shall become effective as of the Effective Date and shall remain in force for a period of three (3) years thereafter.

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

3. Upon termination of this Lease, Lessee shall have the right to remove any and all buildings, apparatus, and materials supplied by Lessee in furtherance of this Lease.

4. This Lease may be amended upon written agreement of the parties, and amendments shall become effective as soon as signed by both parties.

5. Lessor will notify Lessee by April 1 of each year of acreage Lessor is removing from the WMA Lands or additional acreage which the Lessee agrees to include in the WMA Lands. The acreage shown in each year's revised Appendix A will be used as a basis for making payment to Lessor for the ensuing 12-month period.

IN WITNESS WHEREOF, the parties hereto have executed this instrument as of the day and year first above written.

Attest:

James Douglas

Lessor: South Carolina Forestry Commission

By: Scott Z. Phillips

Title: State Forester

Address: PO Box 21707

Columbia, SC 29221

Attest:

William F. Wilcox, Jr.

Lessee: South Carolina Department
of Natural Resources

By: [Signature]

Deputy Director for Wildlife
and Freshwater Fisheries