



County Council Meeting Beaufort County, SC

This meeting will be held in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom

**Monday, October 24, 2022
6:00 PM**

AGENDA

COUNCIL MEMBERS:

JOSEPH F. PASSIMENT, CHAIRMAN	D. PAUL SOMMERVILLE, VICE-CHAIRMAN
LOGAN CUNNINGHAM	GERALD DAWSON
BRIAN FLEWELLING	YORK GLOVER
CHRIS HERVOCHON	ALICE HOWARD
MARK LAWSON	LAWRENCE MCELYNN
STU RODMAN	

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - CHAIRMAN PASSIMENT
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - October 3, 2022
6. ADMINISTRATOR'S REPORT
- [7.](#) PRESENTATION OF A PROCLAMATION TO THE YOUNG MARINES IN OBSERVANCE OF RED RIBBON WEEK - CHAIRMAN PASSIMENT

CITIZEN COMMENTS

8. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**

COMMITTEE REPORTS

9. LIASION AND COMMITTEE REPORTS

PUBLIC HEARINGS AND ACTION ITEMS

10. MATTERS ARISING OUT OF EXECUTIVE SESSION
11. APPROVAL OF CONSENT AGENDA
- [12.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE SALE OF COUNTY OWNED REAL PROPERTIES IDENTIFIED AS 1407 KING STREET AND 600 WILMINGTON STREET, CITY OF BEAUFORT
- Vote at First Reading on September 26, 2022: 9/2*
- Vote at Second Reading on October 3, 2022: 8/2*
- [13.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS TO PAY FOR FISCAL YEAR 2022 CARRYOVERS, USE OF FUND BALANCE FOR PROPERTY ACQUISITION AND TRANSPORTATION PROJECTS AND THE USE OF CURRENT YEAR FUNDS FOR CAPITAL PROJECTS AND EQUIPMENT PURCHASES, DEFEASE/REFUND GENERAL OBLIGATION BONDS, AND OTHER MATTERS RELATED THERETO
- Vote at First Reading on September 26, 2022: 11/0*
- Vote at Second Reading on October 3, 2022: 10/0*
- [14.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO ESTABLISH A REGIONAL HOUSING TRUST FUND AND OTHER MATTERS RELATED THERETO
- Vote at First Reading on September 26, 2022: 11/0*
- Vote at Second Reading on October 3, 2022: 10/0*
- [15.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR DISTRIBUTIONS FROM MYRTLE PARK PHASE II FUND AND OTHER MATTERS RELATED THERETO. (*FISCAL IMPACT: Beaufort County put a substantial amount of capital into this project \$828,576. Staff feels that the County should be reimbursed for its investment in the property*)
- Vote at First Reading on September 26, 2022: 11/0*
- Vote at Second Reading on October 3, 2022: ?*
- [16.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, DIVISION 2, SECTION 2-619 TO REQUIRE A PROPERTY IDENTIFICATION NUMBER ON QUIT CLAIM DEEDS
- Vote at First Reading on September 26, 2022: 10/1*
- Vote at Second Reading on October 3, 2022: 9/1*
- [17.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN EXCHANGE, PURCHASE AND/OR SALE AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND FOR THE SALE AND PURCHASE OF REAL PROPERTY CONSISTING OF 68 HELMSMAN WAY, 43 JENKINS ROAD, 70 BAYGALL ROAD, AND 152 WILLIAM HILTON PARKWAY
- Vote at First Reading on September 26, 2022: 11/0*
- Vote at Second Reading on October 3, 2022: 10/0*

- [18.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE BEAUFORT COUNTY PROCUREMENT CODE, DIVISION 4, SECTION 2-509, AUTHORITY AND DUTIES OF PURCHASING DIRECTOR AND THE CHIEF FINANCIAL OFFICER
Vote at First Reading on October 3, 2022: 10/0
- [19.](#) PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH THE CITY OF BEAUFORT FOR THE PURCHASE OF REAL PROPERTY WITH AN ADDRESS OF 1505 NORTH STREET (*FISCAL IMPACT: \$630,000 from General Fund-Fund Balance*)
- [20.](#) FIRST READING OF AN ORDINANCE TO AMEND THE ZONING MAP OF BEAUFORT COUNTY TO CHANGE 175 FORDING ISLAND ROAD (PARCEL ID NUMBER R600 022 000 011A 0000) FROM T2 RURAL TO C5 REGIONAL CENTER MIXED USE
- [21.](#) FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.11.60 (RIVER BUFFER) TO CLARIFY PENALTIES FOR REMOVING TREES FROM THE RIVER BUFFER WITHOUT APPROPRIATE PERMITS.
- [22.](#) FIRST READING OF AN ORDINANCE AMENDING THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 74 – BUILDING AND BUILDING REGULATIONS, SECTION 74-64, ADOPTION OF BUILDING CODES (AMENDS CODE OF ORDINANCES TO ADOPT THE 2021 STATE MANDATED CODE EDITIONS)
- [23.](#) FIRST READING BY TITLE ONLY OF AN OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.3.20 (ARCHITECTURAL STANDARDS AND GUIDELINES APPLICABILITY) AND APPENDIX, DIVISION A.1.20 (COMMUNITY PRESERVATION DISTRICTS - RELATIONSHIP TO THE COMMUNITY DEVELOPMENT CODE) TO RESTRICT THAT A SHIPPING CONTAINER OR OTHER SIMILAR PORTABLE STORAGE CONTAINER IS NOT CONSIDERED A DWELLING.
- [24.](#) APPROVAL OF A RESOLUTION APPROVING THE BEAUFORT COUNTY NOTICE OF FUNDING OPPORTUNITY (NO.1) PLAN CREATED FOR THE PURPOSE OF CRAFTING THE BEAUFORT COUNTY PLAN TO SUBMIT TO THE SOUTH CAROLINA OPIATE RELIEF FUND BOARD
- [25.](#) APPROVAL OF A RESOLUTION TO ADOPT RECOMMENDATIONS TO AWARD FY23 COMMUNITY SERVICES GRANT PROGRAM FUNDS IN THE AMOUNT OF \$398,000 TO COMMUNITY SERVICES ORGANIZATIONS
- [26.](#) RECOMMEND APPROVAL OF A RESOLUTION TO AMEND THE AGREEMENT CREATING A REGIONAL COUNCIL OF GOVERNMENTS, ARTICLE II, SECTION 2 (MEMBERSHIP AND REPRESENTATION)
- [27.](#) APPROVAL OF A RESOLUTION TO APPROVE ARPA-FUNDED SIGN-ON BONUS POLICY (*FISCAL IMPACT: \$500,000 FROM ARPA FUNDS.*)
- [28.](#) APPROVAL OF A RESOLUTION TO CONSIDER ADJUSTING THE SCOPE OF THE US 278 CORRIDOR PROJECT (COUNCIL NEEDS TO TAKE ACTION ON THIS ITEM SINCE IT WAS VOTED ON AT THE AUGUST 22ND PF MEETING)
- [29.](#) APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO MOVE FORWARD WITH OPTION ONE OF THE FACILITIES MASTER PLAN TO INCLUDE AN OFFSITE LAW ENFORCEMENT CENTER.
- [30.](#) APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF DEVELOPMENT RIGHTS ON TAX MAP SERIAL NUMBER R300 017 000 180A 0000, R300 017 000 180F 0000 AND ALSO KNOWN AS VILLAGE CREEKSIDE

CITIZEN COMMENTS

31. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes (a total of 15 minutes) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**
32. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Executive Committee

1. APPROVAL OF THE APPOINTMENT OF DARWIN CLEVELAND, OWNER OF ADVANCED FIBER OPTIC TECHNOLOGY AS THE BUSINESS REPRESENTATIVE FOR BEAUFORT COUNTY ON THE LOWCOUNTRY COUNCIL OF GOVERNMENT'S WORKFORCE DEVELOPMENT BOARD FOR A THREE-YEAR TERM EXPIRING 2025
2. APPROVAL OF THE APPOINTMENT OF COLONEL QUANDARA GRANT, DIRECTOR OF THE BEAUFORT COUNTY DETENTION CENTER, TO SERVE AS THE LABOR REPRESENTATIVE FOR BEAUFORT COUNTY ON THE LOWCOUNTRY COUNCIL OF GOVERNMENT'S WORKFORCE DEVELOPMENT BOARD FOR A THREE-YEAR TERM EXPIRING 2025

Items Originating from the Natural Resources Committee

3. APPROVAL OF THE APPOINTMENT OF STODD MCEWAN TO THE RURAL AND CRITICAL LANDS BOARD FOR A PARTIAL-TERM APPOINTMENT EXPIRING IN FEBRUARY 2023 (DISTRICT 4 SUB FOR DISTRICT 7)
4. APPROVAL OF THE APPOINTMENT OF LUCIA O'FARRELL TO THE RURAL AND CRITICAL LANDS BOARD AS A REPRESENTATIVE FOR DISTRICT 4 FOR A PARTIAL TERM APPOINTMENT EXPIRING IN FEBRUARY 2023
5. APPROVAL OF THE APPOINTMENT OF WENDY ZARA TO THE REGIONAL HOUSING TRUST OVERSIGHT BOARD AS THE REPRESENTATIVE FROM BEAUFORT COUNTY FOR A TWO-YEAR TERM PURSUANT TO THE REGIONAL HOUSING TRUST FUND IGA

END OF CONSENT AGENDA

TO WATCH COMMITTEE OR COUNTY COUNCIL MEETINGS OR FOR A COMPLETE LIST OF AGENDAS AND BACKUP PACKAGES, PLEASE VISIT:

<https://beaufortcountysc.gov/council/council-committee-meetings/index.html>



Caucus Beaufort County, SC

This meeting was held in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom.

**Monday, October 03, 2022
5:45 PM**

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/185933>

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:45 PM.

PRESENT

Chairman Joseph F. Passiment
 Vice Chairman D. Paul Sommerville
 Council Member Logan Cunningham
 Council Member Brian Flewelling
 Council Member York Glover
 Council Member Chris Hervochoch (arrived at 5:48 PM)
 Council Member Alice Howard
 Council Member Mark Lawson
 Council Member Lawrence McElynn
 Council Member Stu Rodman (arrived at 5:48 PM)

ABSENT

Council Member Gerald Dawson

2. PLEDGE OF ALLEGIANCE

Chairman Passiment led the Pledge of Allegiance.

3. FOIA

Chairman Passiment noted that Public Notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF THE AGENDA

Motion: It was moved by Council Member McElynn, Seconded by Council Member Cunningham, to approve the agenda.

The Vote - The motion was approved without objection.

5. AGENDA REVIEW

No items were discussed.

6. COUNCIL MEMBER DISCUSSION

No items were discussed.

7. ADJOURNMENT

Adjourned: 5:49 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



County Council Meeting Beaufort County, SC

This meeting was held in person at the County Council Chambers, 100 Ribaut Road, Beaufort, and virtually through Zoom.

Monday, October 03, 2022
6:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/185935>

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 6:00 PM.

PRESENT

Chairman Joseph F. Passiment
Vice Chairman D. Paul Sommerville
Council Member Logan Cunningham
Council Member Brian Flewelling
Council Member York Glover
Council Member Chris Hervocho
Council Member Alice Howard
Council Member Mark Lawson
Council Member Lawrence McElynn
Council Member Stu Rodman

ABSENT

Council Member Gerald Dawson

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Council Member Howard led the Pledge of Allegiance and Invocation.

3. FOIA

Chairman Passiment noted that Public Notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Rodman, Seconded by Council Member Glover, to approve the agenda.

The Vote - The motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Glover, Seconded by Council Member Howard, to approve the minutes of September 12 and September 26, 2022.

The Vote - The motion was approved without objections.

6. ADMINISTRATOR'S REPORT

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/185935?ts=221>

County Administrator Eric Greenway thanked Beaufort County staff for their Hurricane Ian response efforts and introduced four new employees, Octavia Evans, Kyla Hope, Eric Larson, and Brad Mull.

7. CITIZEN COMMENTS

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/185935?ts=472>

Gary Sterling

Joe Mack

Jessie White

8. LIASION AND COMMITTEE REPORTS

Council Member Glover thanked Mr. Sterling for supporting the St. Helena Performing Arts Center.

9. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Howard, Seconded by Council Member Rodman, to approve the consent agenda.

The Vote - The motion was approved without objection.

10. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO PROVIDE MAINTENANCE WORK ON PRIVATE ROADS

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/185935?ts=1080>

Motion: It was moved by Council Member Glover, Seconded by Council Member Flewelling, to approve the public hearing and third reading of an ordinance to provide maintenance work on private roads.

Discussion: Council Member Glover commented on land ownership, Heir's property, and access to emergency services.

Council Member Rodman asked if a nominal charge could bridge the legality gap.

Motion to Postpone: It was moved by Council Member Cunningham, Seconded by Council Member Rodman, to postpone the public hearing and third reading of the ordinance until the December meeting and to refer the item back to the Community Services Committee to have additional information provided to Council.

Discussion: Vice Chairman Sommerville, Council Member Flewelling, and Council Member Howard opposed the motion to postpone.

Council Member Lawson voiced his support for the motion to postpone to address cost concerns.

County Administrator Greenway commented on limitations provided by the ordinance and clarified hurricane response clean-up on private property.

Council Member McElynn and County Administrator Greenway discussed if there were previous situations of paving private roads.

Council Member Hervochon and County Administrator Greenway discussed the difference between a roadway and a driveway.

The Vote - Voting Yea: Chairman Passiment, Council Member Cunningham, Council Member Hervochon, Council Member Lawson, Council Member McElynn, and Council Member Rodman. Voting Nay: Vice Chairman Sommerville, Council Member Flewelling, Council Member Glover, and Council Member Howard. The motion to postpone passed 6:4.

11. PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS TO PAY FOR FISCAL YEAR 2022 CARRYOVERS, USE OF FUND BALANCE FOR PROPERTY ACQUISITION AND TRANSPORTATION PROJECTS, AND THE USE OF CURRENT YEAR FUNDS FOR CAPITAL PROJECTS AND EQUIPMENT PURCHASES, DEFEASE/REFUND GENERAL OBLIGATION BONDS, AND OTHER MATTERS RELATED THERETO

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/185935?ts=2364>

Motion: It was moved by Council Member Rodman, Seconded by Council Member Howard, to approve the public hearing and second reading of an ordinance to amend Beaufort County Ordinance 2022/33 for the fiscal year 2022-23 Beaufort County Budget to provide for additional appropriations to pay for the fiscal year 2022 carryovers, use of fund balance for property acquisition and transportation projects, and the use of current year funds for capital projects and equipment purchases, defease/refund general obligation bonds, and other matters related thereto.

County Administrator Greenway discussed the two options for the additions.

- 15 John Galt expansion for a total cost of 232,950 for a 1,884 square-foot addition for voter registration machine storage
- Harris Pillow building addition for \$90,599.10 for a 30 by 50 wire cage system to improve storage space

Council Member Howard and County Administrator Greenway discussed if there were roof leaks and security concerns with the Harris Pillow building.

Council Member Flewelling and County Administrator Greenway discussed why the appropriation is being added to the budget amendment versus waiting until the next budget year.

Council Member Cunningham and County Administrator Greenway discussed the timeline for the addition's completion.

Council Member McElynn and County Administrator Greenway discussed the Board of Voter Registration and Elections' recommendation and storage needs.

Council Member Hervochon and County Administrator Greenway discussed ownership of the Harris Pillow building. Council Member Hervochon commented that he does not think the addition is an appropriate use of the property.

Council Member McElynn discussed the equipment storage options and the DOD's restrictive easement on the Harris Pillow property that restricts the number of people allowed.

Council Member Cunningham asked a hypothetical question about if the property sale proceeds would reflect money spent on the building's improvements.

Council Member Glover asked about the square footage needed for storage and his preference to wait for a request from the Board of Voter Registration and Elections that makes clear their property preference.

Council Member Flewelling asked if the Facilities Needs Assessment addressed the issue and commented on the property addition options.

Chairman Passiment asked about the number of employees working at the John Galt property.

Motion to Amend: It was moved by Council Member McElynn, Seconded by Council Member Cunningham, to amend the budget to appropriate an additional \$240,000 for a 1,800-square-foot addition for the voter registration facility located at 15 John Galt Road.

Discussion: Council Members Rodman, Howard, and Glover opposed the motion to amend.

The Vote - The motion to amend passed 7:3.

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

Council Member Cunningham asked if a second story could be added.

Council Member Rodman reiterated his opposition.

Deputy County Administrator Richland discussed the option to defease.

The Vote - The motion, as amended, was approved without objection.

12. SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE SALE OF COUNTY OWNED REAL PROPERTIES IDENTIFIED AS 1407 KING STREET AND 600 WILMINGTON STREET, CITY OF BEAUFORT

Motion: It was moved by Council Member Glover, Seconded by Council Member Howard, to approve the second reading of an ordinance authorizing the County Administrator to execute any and all documents necessary for the sale of county-owned real properties identified as 1407 King Street and 600 Wilmington Street, City of Beaufort.

Discussion: Council Members Hervochon and Flewelling opposed the motion.

The Vote - The motion was approved by 8:2.

13. SECOND READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, DIVISION 2, SECTION 2-619 TO REQUIRE A PROPERTY IDENTIFICATION NUMBER ON QUIT CLAIM DEEDS

Motion: It was moved by Council Member Glover, Seconded by Council Member Rodman, to approve the second reading of an ordinance for a text amendment to Beaufort County Code of Ordinances Chapter 2, Article VIII, Division 2, Section 2-619 to require a property identification number on quit claim deeds.

Discussion: Council Member Flewelling opposed the motion.

The Vote - The motion was approved by 9:1.

14. SECOND READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR DISTRIBUTIONS FROM MYRTLE PARK PHASE II FUND AND OTHER MATTERS RELATED THERETO. (FISCAL IMPACT: Beaufort County put a

substantial amount of capital into this project \$828,576. Staff feels that the County should be reimbursed for its investment in the property)

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Rodman, to approve the second reading of an ordinance to amend Beaufort County Ordinance 2022/33 for the fiscal year 2022-23 Beaufort County Budget to provide for Distributions from Myrtle Park Phase II Fund and other matters related thereto.

The Vote - The motion was approved without objection.

15. **SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN EXCHANGE, PURCHASE AND/OR SALE AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND FOR THE SALE AND PURCHASE OF REAL PROPERTY CONSISTING OF 68 HELMSMAN WAY, 43 JENKINS ROAD, 70 BAYGALL ROAD, AND 152 WILLIAM HILTON PARKWAY**

Motion: It was moved by Council Member Rodman, Seconded by Council Member Glover, to approve the second reading of an ordinance authorizing the County Administrator to enter into an exchange, purchase, and/or sale agreement with the Town of Hilton Head Island for the sale and purchase of real property consisting of 68 Helmsman Way, 43 Jenkins Road, 70 Baygall Road, and 152 William Hilton Parkway.

The Vote - The motion was approved without objection.

16. **SECOND READING OF AN ORDINANCE TO ESTABLISH A REGIONAL HOUSING TRUST FUND AND OTHER MATTERS RELATED THERETO**

Motion: It was moved by Council Member Howard, Seconded by Council Member Glover, to approve the second reading of an ordinance to establish a Regional Housing Trust Fund and other matters related thereto.

The Vote - The motion was approved without objection.

17. **FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE BEAUFORT COUNTY PROCUREMENT CODE, DIVISION 4, SECTION 2-509, AUTHORITY AND DUTIES OF PURCHASING DIRECTOR AND THE CHIEF FINANCIAL OFFICER**

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Rodman, to approve the first reading of an ordinance for a text amendment to the Beaufort County Procurement Code, Division 4, Section 2-509, Authority and Duties of Purchasing Director and the Chief Financial Officer.

The Vote - The motion was approved without objection.

18. **FIRST READING OF AN ORDINANCE AMENDING BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE II, SECTION 2-28 REGARDING COUNCIL SALARIES**

Please watch the video stream available on the County's website to view the complete discussion.

<https://beaufortcountysc.new.swagit.com/videos/185935?ts=4218>

Motion: It was moved by Council Member McElynn, Seconded by Council Member Cunningham, to approve the first reading of an ordinance amending Beaufort County Code of Ordinances Chapter 2, Article II, Section 2-28 regarding Council salaries.

Discussion: Council Member McElynn discussed the salary adjustment and the salary structures for Council Members, the Council Vice Chair, and the Council Chair.

Council Member Howard commented on her approval of the last salary adjustment because of the removal of stipends and opposed the motion.

Council Member Cunningham discussed flexibility requirements and compensation to supplement the loss of work income in order to get the best representation.

Council Member Flewelling opposed the motion because it had not gone through a Council committee.

Chairman Passiment clarified the timeline of the ordinance.

Council Member Glover opposed the motion.

Council Member Hervochoch opposed the motion and stated that Council salaries should rise to the level of the Treasurer and Auditor. Council Member Hervochoch also reiterated Council Member Cunningham’s point about attracting the best candidates and Council Member Flewelling’s point about the item not going through a committee.

Council Member Lawson opposed the motion and referenced an issue with the ordinance’s timing.

The Vote - Voting Yea: Chairman Passiment, Vice Chairman Sommerville, Council Member Cunningham, and Council Member McElynn. Voting Nay: Council Member Flewelling, Council Member Glover, Council Member Hervochoch, Council Member Howard, and Council Member Lawson. Voting Abstaining: Council Member Rodman. The motion was defeated at 4:5.

19. CITIZEN COMMENTS

No one came forward.

20. ADJOURNMENT

Adjourned: 7:23 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph F. Passiment, Jr., Chairman

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

~ Proclamation ~

Whereas, communities across America have been plagued by the numerous problems associated with illicit drug use and those that traffic in them; and

Whereas, there is hope in winning the war on drugs, and that hope lies in education and drug demand reduction, coupled with the hard work and determination of organizations such as the Young Marines of the Marine Corps League

Whereas, one of the pillars of the Young Marine program is to lead positive, drug-free lifestyles and to educate and encourage others to do the same; and

Whereas, Young Marine units are mandated to teach a standardized curriculum that focuses on Gateway Drugs, but also stays current with drugs that affect our youth; and

Whereas, Young Marines participate year round in community projects and events that focus on reducing and eliminating drug abuse by our youth; and

Whereas, governments and community leaders know that citizen support is one of the most effective tools in the effort to reduce the use of illicit drugs in our communities; and

Whereas, the red ribbon has been chosen as a symbol commemorating the work of Enrique "Kiki" Camarena, a Drug Enforcement Administration agent who was murdered in the line of duty, and represents the belief that one person can make a difference; and

Whereas, the Red Ribbon Campaign was established by Congress in 1988 to encourage a drug-free lifestyle and involvement in drug prevention and reduction efforts; and

Whereas, October 23-31 has been designated National Red Ribbon Week, which encourages Americans to wear a red ribbon to show their support for a drug-free environment;

Now, therefore, be it resolved, that Beaufort County Council recognizes the Young Marines during Red Ribbon Week for their efforts in educating the youth all year long through various events and community projects.



Dated this 24th day of October 2022.

Joseph F Passiment, Chairman
Beaufort County Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE SALE OF COUNTY OWNED REAL PROPERTIES IDENTIFIED AS 1407 KING STREET AND 600 WILMINGTON STREET, CITY OF BEAUFORT
County Council; September 26, 2022
PRESENTER INFORMATION:
Brittany Ward, Interim County Attorney 10 Minutes
ITEM BACKGROUND:
County Council approved first reading (10-1) in Matters Arising Out of Executive Session on September 12, 2022.
PROJECT / ITEM NARRATIVE:
Beaufort County owns property located at 1407 King Street and at 600 Wilmington Street ("Property"). The properties were publicly advertised for sale. One developer has been chosen as the successful bidder. The County will work with the developer (who has agreed) to place covenants and restrictions on the Wilmington Street property to ensure that it is dedicated to work force and affordable housing and that this property is fully developed and leased before vertical construction begins on the King Street property.
FISCAL IMPACT:
Sale of 1407 King Street - \$275,000 Sale of 600 Wilmington Street - \$780,000
STAFF RECOMMENDATIONS TO COUNCIL:
Approve sale of Property
OPTIONS FOR COUNCIL MOTION:
Approve at Second Reading

ORDINANCE 2022/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL DOCUMENTS NECESSARY FOR THE SALE OF COUNTY OWNED REAL PROPERTIES IDENTIFIED AS 1407 KING STREET AND 600 WILMINGTON STREET, CITY OF BEAUFORT

WHEREAS Beaufort County (“County”) is the owner of certain real property located at 1407 King Street with TMS No. R120 004 000 0598 0000 and 600 Wilmington Street with TMS No. R120 004 000 0599 0000, totaling approximately 2.36 acres more or less; collectively hereinafter the “Property”; and

WHEREAS the County recognizes that work force and affordable housing is a serious public health and safety concern throughout the County, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS the County desires to sell 1407 King Street for \$275,000 and 600 Wilmington Street for \$780,000; and

WHEREAS the County will (i) place contractual obligations on the purchaser to ensure that the housing which is constructed on 1407 Wilmington Street is dedicated to work force and affordable housing; (ii) ensure that covenants and restrictions are placed on the Wilmington Street property to provide additional reassurance that it will be used for work force and affordable housing in the future; and (iii) ensure that construction and leasing of the Willington Street property is complete before vertical construction is commenced on the King Street property; and

WHEREAS County Council finds that it is in the best interest of the citizens and residents of Beaufort County to sell the Property as described herein.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, that the County Administrator is hereby authorized to execute any and all documents necessary for the sale of county owned real properties identified as 1407 King Street and 600 Wilmington Street on substantially the same terms as set forth herein above.

Adopted this ____ day of _____ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of approval of an Ordinance to amend Beaufort County Ordinance 2022/33 for the fiscal year 2022-23 Beaufort County budget to provide for additional appropriations to pay for fiscal year 2022 carryovers, use of fund balance for property acquisition and transportation projects, and the use of current year funds for capital projects and equipment purchases, defease/refund General Obligation Bonds, and other matters related thereto.
MEETING NAME AND DATE:
Finance Committee 09/19/2022
PRESENTER INFORMATION:
Hayes Williams, Chief Financial Officer 20 minutes
ITEM BACKGROUND:
Based on current financial needs of Beaufort County, Administration recommends a budget amendment.
PROJECT / ITEM NARRATIVE:
<p>During the first several months of Fiscal Year 2023, it has become apparent that a budget amendment needed to be proposed to Council. It consists of three categories. First, Carryover from Fiscal Year 2022, this represent projects and capital equipment that could not be completed by the Fiscal Year End 2022, totaling \$2,531,417. The second represents use of the General Fund – Fund Balance to purchase 1505 North Street (to include related closing costs) and fund the Transportation Project which would start the planning and engineering needed for Beaufort County’s upcoming road and transportation needs totaling \$6,630,000. The last piece is use of current year funding and includes use of local Hospitality and Accommodation tax to put in lighting at the Boundary Street Tennis Courts, design and renovations of Broad River Fishing Pier, renovation of the Alljoy Boat Landing and Beach, establishing a pocket park for the Witness Oak on North Street and overall boat landing repairs totaling \$1,748,900. A new Traffic Engineer funded with gapped positions in the General Fund totaling an estimated \$90,000 (including salary and benefits). Fund a contract with SouthernCarolina Regional Development Alliance, totaling \$120,000 to be funded with estimated surpluses in the General Fund. Fund the Retiree Litigation Claims, totaling \$186,840, to be funded with estimated surpluses in the General Fund. A feasibility study of the Saint Helena Performing Arts Center, totaling \$66,000 to be funded with ARPA funding. A purchase of a CAT Motograder using capital Fund surpluses and closing out Capital Project Funds 4008 and 4009 totaling \$246,147. Defease/ refund General Obligation bonds, totaling \$1,747,193 to be funded by projected surplus in Fund 3000. Defease/ refund General Obligation bonds for the purchase of Real Property, totaling \$1,523,586 to be funded by projected surplus in Fund 2003. Capital projects for Hilton Head Island Public Service District totaling \$1,000,000 to be funded by ARPA funds. Capital projects for Beaufort County Parks and Recreation totaling \$1,055,000, to be funded by the King Street and Wilmington Street Properties. A \$240,000 appropriation for the Voter Registration building expansion, to be funded from General Fund and Capital Improvement Fund surpluses. A \$600,000 appropriation to the Jobs and Work Site Fund to be funded from the Myrtle Park Fund \$92,094 and the General Fund \$600,000.</p>

FISCAL IMPACT:

See attached listing

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the motion to carry to County Council.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny "the Budget Amendment"

Move forward to Council for First Reading/Approval/Adoption on September 26, 2022.

ORDINANCE 2022/ ____

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR ADDITIONAL APPROPRIATIONS TO PAY FOR FISCAL YEAR 2022 CARRYOVERS, USE OF FUND BALANCE FOR PROPERTY ACQUISITION AND TRANSPORTATION PROJECTS, AND THE USE OF CURRENT YEAR FUNDS FOR CAPITAL PROJECTS AND EQUIPMENT PURCHASES, DEFEASE/ REFUND GENERAL OBLIGATION BONDS AND OTHER MATTERS RELATED THERETO.

WHEREAS, on June 27, 2022, Beaufort County Council adopted Ordinance No. 2022/33 which set the County's FY 2022-2023 budget and associated expenditures; and

WHEREAS, it has been determined to be necessary and proper to appropriate certain funds for expenses which are immediate in need; and

WHEREAS, Council wishes to appropriate these additional funds from the General Fund - Fund Balance, projected surpluses in the General Fund, current year Local Hospitality and Accommodations Taxes, the closing of Funds 4008 and 4009, the use of ARPA funding, the use of projected surpluses in the Debt Service Fund and the Purchase of Real Property Fund, and use of the surplus in the capital project fund; and

WHEREAS, in the interest of good accounting practices and transparency in the budget process it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds;

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that the FY 2022-2023 Beaufort County Budget Ordinance 2022/33 is hereby amended as follows:

1. The sum of \$2,531,417 is hereby appropriated from General Fund - Fund Balance for completing capital projects and equipment carried over from Fiscal Year 2022.
2. The sum of \$6,630,000 is hereby appropriated from General Fund - Fund Balance for purchasing 1505 North Street (to include additional closing costs) and the Future Transportation Project.
3. The sum of \$1,748,900 is hereby appropriated from current year funding of Local Accommodations and Hospitality Tax Funds for Boundary Street Tennis Court lighting, design and renovations of Broad River Fishing Pier, renovations of the Alljoy Boat Landing, to build a pocket park for the Witness Oak on North Street, boat landing repairs at large.
4. The sum of \$396,840 for a new Traffic Engineer, the Southern Carolina Regional Development Alliance contract, and the Retiree Litigation claims to be funded from projected surpluses in the General Fund.
5. The sum of \$66,000 for the Saint Helena Island Performing Arts Center Feasibility Study to be funded from the ARPA Fund.

- 6. The sum of \$246,147 for the purchase of a motograder to be funded from the Capital Fund Surplus and closing down Capital Project Funds 4008 and 4009.
- 7. The sum of \$1,747,193 to defease/ refund General Obligation Bonds to be funded from projected surpluses in the Debt Service Fund.
- 8. The sum of \$1,523,586 to defease/ refund General Obligation Bonds to be funded from projected surpluses in the Purchase of Real Property Fund.
- 9. The sum of \$1,000,000 for The Hilton Head Public Service District to be used for the following projects: (1) a new water booster station at the HHIPSD’s Leg o’ Mutton site to help ensure that the HHIPSD’s water can be delivered to its customers efficiently and consistently; and (2) an emergency generator at the HHIPSD’s reverse osmosis drinking water treatment facility to help ensure resilience during natural disasters to be funded by ARPA Funds.
- 10. The sum of \$1,055,000 for Beaufort County Parks and Recreation Department to be used for capital improvement projects for Southside Park in the City of Beaufort and other county parks, funding from the sale of the King Street property and the sale of Wilmington Street property.
- 11. The sum of \$240,000 to fund the Voter Registration building expansion to be funded by surpluses from the General Fund and Capital Improvement Fund.
- 12. The sum of \$600,000 to the Job and Work Site Fund, funded \$92,094 from the Myrtle Park Fund and \$507,906 from the General Fund. This \$600,000 is to be returned to the Job and Work Site Fund upon the sale of any facility/project where this \$600,000 has been used and will serve as a revolving amount for previously committed and future economic development projects.

The funds are to be appropriated for fiscal year 2023.

DONE this _____ day of October, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

First Reading:
Second Reading:

Public Hearing:
Third Reading

Beaufort County
Carryover Budget from 2022 to 2023

PO#	Org and object Codes	Vendor Name	Order Amount	Balance	RO/CO	Notes
Fleet						
20220592	10001301-54000	VIC BAILEY FORD	149,826.00	\$ 149,826	Carryovers	F-550 RPLC 22995 - May 16 produced, vehicle required to provide to First Vehicle per contract (Closeout)
20230286	10401301-54000	MATTHEWS MOTORS	139,480.00	139,480	Carryovers	Dodge Ram 5500- need to pay - (formally PO#20220592)
20220961	10401301-54000	ALAN JAY FLEET SALES	60,145.01	55,743	Carryovers	2500 Pick up truck (Need to pay) Delivered beginning FY23
				<u>345,049</u>		
Public Works						
20220765	10001301-51170	MCSWEENEY ENGINEERS, LLC	13,360.00	8,050	Carryovers	Wimbee and Broadriver Fishing Pier
20220578	10001301-51170	JON GUERRY TAYLOR AND ASSOCIATES INC.	10,500.00	6,275	Carryovers	Rollover - HE Trask Construction Admin
20221074	10001301-54000	TIGER CORPORATION	245,072.56	245,073	Carryovers	Delivered in August
20220318	10001301-54000	TIGER CORPORATION	218,622.40	218,622	Carryovers	Ordered in March - Delivery in Feb 2023
20221226	10001301-51170	R.L. MORRISON & SONS	288,609.00	251,967	Carryovers	Received invoice -waiting on Final Inspection
20221290	10001301-51170	PW GARAGE AWNING PROJECT	80,216.00	80,216	Carryovers	Johns Crew Construction
		Total Garage		<u>810,203</u>		
Sheriff						
20221122	10001201-52612	FORMS & SUPPLY INC.	133,756.19	133,756	Carryovers	FURNITURE FOR BCSO COURTHOUSE RENOVATION
		Total Sheriff		<u>133,756</u>		
Animal Shelter						
20220396	10001270-54000	VIC BAILEY FORD	46,106.00	46,106	Carryovers	2021 Ford F-250 Replacement for A #18965
		Total Animal Shelter		<u>46,106</u>		
Facility Maintenance						
20220052	10001310-51160	RMF ENGINEERING, INC.	4,532.27	4,093	Carryovers	Admin Building HVAC A&E Services
20220094	10001310-51160	BEAUFORT DESIGN BUILD LLC	38,750.00	3,824	Carryovers	Admin Building Roof Project A&E Services
20220358	10001310-51160	RMF ENGINEERING, INC.	4,532.27	4,532	Carryovers	Admin Building A&E Services
20220386	10001310-51130	RMF ENGINEERING, INC.	2,693.16	5,393	Carryovers	Courthouse HVAC A&E Services
20220551	10001310-54200	VIC BAILEY FORD	27,409.00	27,409	Carryovers	250 Ford Van-scheduled for production 6/13/22
20220670	10001310-51160	RMF ENGINEERING, INC.	23,770.07	6,260	Carryovers	Burton Wells HVAC A&E Services
20220786	10001310-51160	CDDC, LLC	15,000.00	15,000	Carryovers	Myrtle Park Generator design A&E Services
20220919	10001310-52010	SOUTHERN FOLGER DETENTION EQUIP CO	6,249.00	6,249	Carryovers	Detention Center metal slider
20221022	10001310-54200	ALAN JAY FLEET SALES	38,755.00	38,755	Carryovers	2022 Ford Transit Van Scheduled for 6/15/22
20221023	10001310-54200	KEMO MANUFACTURING LLC	17,533.69	17,534	Carryovers	Flatbed utility trailer
20221240	10001310-51130	ADVANCED DOOR SYSTEMS	29,012.23	29,012	Carryovers	Detention Center Storage Room Doors
20221241	10001310-51130	G2GC, LLC	17,935.92	17,936	Carryovers	Lind Brown Center containment/repairs
20221223	10001310-51130	PETROLEUM RECOVERY SERVICES, INC.	25,912.72	25,913	Carryovers	1000 GALLON FUELK TANK
20221225	10001310-51130	VERTIV CORPORATION	7,228.23	7,228	Carryovers	BIV# 3 UPS
20221246	10001310-51130	TRANE COMFORT SOLUTIONS	7,508.00	7,508	Carryovers	Government South HVAC
20221248	10001310-51130	SOUTHERN FENCE	26,795.00	26,795	Carryovers	Shell Point Gate
20220624	10001310-51130	CREECH & ASSOCIATES, PLLC	112,965.00	112,965	Carryovers	Boat Landing Study-
		Total Facilities maintenance		<u>356,406</u>		

Parks and recreation

10001600-51130			125,000	Carryovers	Bathroom facilities - Bruce Edgerly and Old Burton Wells
10001600-54420			175,000	Carryovers	Bathroom facilities - Bruce Edgerly and Old Burton Wells
10001604-51130			50,000	Carryovers	Bathroom facilities - Bruce Edgerly and Old Burton Wells
10001604-54420			85,000	Carryovers	Bathroom facilities - Bruce Edgerly and Old Burton Wells
20220785 10001600-54000	VIC BAILEY FORD	30,899.00	30,899	Carryovers	2022 Ford F250
20220825 10001600-54000	VIC BAILEY FORD	30,899.00	30,899	Carryovers	2022 Ford F250
	Total Parks & recreation		<u>496,798</u>		

Emergency Medical Services

20220701 10001230-54000	NORTHWESTERN EMERGENCY VEHICLES, INC	310,878.00	<u>310,878</u>	Carryovers	PO Rollover 20211354 Ambulance (2) - Remount
	Total Emergency Medical Services		<u>310,878</u>		

Finance

20221236 10001111-54200	MUNIS-TYLER	32,221	<u>32,221</u>	Carryovers	Purchase project accounting module from Munis
	Total Carryovers		<u>\$ 2,531,417</u>		

Beaufort County
Use of Fund Balance
FY 06/30/2023

Purchase 1505 North Street - Federal Court House Parking Lot \$ 630,000 Fund 1000

Transportation project

To include Triangle Preliminary Design, SC 46 Improvements,
Reimagine Ribaut Road, Safety, Intelligent Transportation system \$ 6,000,000 Fund 1000

Total \$ 6,630,000

Beaufort County
Use of current year funding
FY 06/30/2023

Boundary Street, Tennis Court Lighting	\$ 108,900	Htax Atax	Fund 2001 & 2002
Alljoy Boat Landing	1,100,000	Htax Atax	Fund 2001 & 2002
Pocket park Witness Tree	40,000	Htax Atax	Fund 2001 & 2002
Boat landing repairs	500,000	Htax Atax	Fund 2001 & 2002
Total Htax Atax	<u>\$ 1,748,900</u>		
Traffic Engineer (salary plus benefits)	<u>\$ 90,000</u>	Funded with gapped positions	Fund 1000
SouthernCarolina Regional Development Alliance - contract payment	<u>\$ 120,000</u>	Funded with estimated surplus	Fund 1000
Retiree Litigation Claims	<u>\$ 186,840</u>	Funded with estimated surplus	Fund 1000
Saint Helena Island Performing Arts Center Feasibility Study	<u>\$ 66,000</u>	ARPA	Fund 2330
Purchase of Motorgrader			
CAT Motorgrader 120 - 1	\$ 147,362	2013 Bond Closing	Fund 4008
CAT Motorgrader 120 - 1	80,134	2014 Bond Closing	Fund 4009
CAT Motorgrader 120 - 1	18,650	Capital Fund Surplus	Fund 1040
Total cost of motorgrader	<u>\$ 246,147</u>		
Defease/ refund bonds from surplus	<u>\$ 1,747,193</u>	Surplus in debt service fund	Fund 3000
Defease/ refund bonds from surplus	<u>\$ 1,523,586</u>	Surplus in purchase of real property	Fund 2003
Hilton Head Island Public Service District projects	<u>\$ 1,000,000</u>	ARPA Funding	Fund 2330
Park and Recreation Capital Projects	<u>\$ 1,055,000</u>	Sale of property King Street & Wilmington Street	Fund 1040
Voter Registration building expansion	<u>\$ 240,000</u>	Surplus	Fund 1040
Job and Work Site Appropriation	<u>\$ 600,000</u>	Funding from Myrtle Park and General Fund	Fund 1000 and 4807
Total	<u>\$ 8,623,666</u>		



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE TO ESTABLISH A REGIONAL HOUSING TRUST FUND AND OTHER MATTERS RELATED THERETO
MEETING NAME AND DATE:
Finance Committee; September 19, 2022
PRESENTER INFORMATION:
Eric Greenway, County Administrator; and Brittany Ward, Interim County Attorney 10 Minutes
ITEM BACKGROUND:
Southern Lowcountry Regional Board ("SoLoCo") approved
PROJECT / ITEM NARRATIVE:
<p>SoLoCo and other local governments commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo thereafter. The Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, <i>inter alia</i>, allows for the establishment of Regional Housing Trust Funds ("RHTF") among local governments.</p> <p>The RHTF will include Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the City of Port Royal, the Town of Hardeeville and the Town of Yemassee.</p>
FISCAL IMPACT:
<p>Each participating entity will contribute 3% of their allocation from their ARPA appropriations in year 1; Beaufort County year 1 contribution will be \$1,119,523. ARPA funds allocated previously.</p> <p>In each year thereafter, each entity will contribute funds based on population.</p>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of establishing the RHTF
OPTIONS FOR COUNCIL MOTION:
<p>Motion to approve/deny an ordinance establishing a regional housing trust fund and other matters related thereto.</p> <p>Move forward to Council for First Reading on September 26, 2022.</p>

ORDINANCE 2022/___

AN ORDINANCE TO ESTABLISH A REGIONAL HOUSING TRUST FUND AND OTHER MATTERS RELATED THERETO

WHEREAS, the South Carolina State Legislature has enacted enabling legislation known as the “William C. Mescher Local Housing Trust Fund Enabling Act” which, *inter alia*, allows for the establishment of Regional Housing Trust Funds among local governments; and

WHEREAS, Beaufort County Council wishes to establish a regional housing trust fund with adjacent counties and municipalities within Beaufort County; and

WHEREAS, S.C. Code Section 31-22-30 provides “a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government”; and

WHEREAS, Beaufort County wishes to establish a regional housing trust fund with Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the City of Port Royal, the Town of Hardeeville and the Town of Yemassee, under terms set forth herein.

NOW, THEREFORE, be it ordained by Beaufort County Council, in meeting duly assembled, as follows:

SECTION 1. Legislative findings.

A. County Council finds:

- (1) In Beaufort County and the surrounding area, there is a shortage of adequate shelter for South Carolinians including the availability of an affordable residence or permanent domicile with adequate privacy, space, physical accessibility, security, structural stability and durability, and adequate electrical, plumbing, and heating systems.
- (2) Private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent.
- (3) The public's health, safety, and economic interests are best served by the provision of permanent affordable housing because such housing enables South Carolinians to maintain employment, assists this state's children to succeed in school, and helps this State's economic growth and prosperity.

B. The purpose of this ordinance is to authorize Beaufort County and adjacent counties and municipalities to jointly create and operate a regional housing trust fund.

SECTION 2 Definitions.

For purposes of this ordinance:

- (1) "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed eighty percent of the median income for the

local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD).

(2) "Homeless housing" means emergency, transitional, or permanent residential housing shelter for a person needing special assistance and shelter because he is homeless as defined by HUD or consistent with another definition of homelessness under which a person may receive federal financial assistance, state financial assistance, or another supportive service.

(3) "Regional housing trust fund" (RHTF) means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.

(4) "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

SECTION 3. Funding.

A. The Beaufort Regional Housing Trust Fund may finance its expenditures with money available to the member local governments through their budgeting authority unless expressly prohibited by the law of this State. Sources of these funds include, but are not limited to, one or more of the following:

- (1) donations;
- (2) bond proceeds; and
- (3) grants and loans from a state, federal, or private source.

Beaufort County and the other participating members of the RHTF may alter a source of funding for the RHTF by amending the ordinance(s) that establish financing for the RHTF, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the RHTF in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State.

B. The member local governments of the RHTF shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.

C. The member local governments operating a RHTF may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in the state enabling legislation. Regarding the distribution of funds from a RHTF, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below fifty (50%) percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.

D. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. Member local governments shall seek additional resources for housing programs and projects to the maximum extent practicable. The member local governments shall administer the housing trust fund through new or existing nonprofit organizations to encourage private

charitable donation to the funds. Where the RHTF receives such a donation, the donation must be used and accounted for in accordance with the provisions of this chapter.

- E. A RHTF established, utilized, or funded under this ordinance must provide an annual report to the member local governments that created the fund. The member local governments shall require the RHTF to provide an accounting of its funds each year. This report must be made available to the public by posting on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation.

SECTION 4. Operations.

The local governments who are to be a party to the RHTF shall enter into an Intergovernmental Agreement which shall contain, *inter alia*, clauses which address the following:

- A. The creation, governance, operation and maintenance of a non-profit corporation, created as tax exempt under Section 501(c)(3) of the US Internal Revenue Code.
- B. The relative financial contributions of each of the members.
 - 1. Each participating jurisdiction will dedicate 3% of their allocation from their American Recovery Act appropriations
 - 2. Each year thereafter, there will be a total annual additional contribution of \$500,000 from all jurisdictions, divided based upon population of each local government, as set forth in the below table:

Year Sum	Beaufort County	Hilton Head Island	Bluffton	Port Royal	City of Beaufort	Jasper County	Hardeeville	Yemassee	
Y1*	\$2,035,058	\$1,119,523	\$156,815	\$59,474	\$197,669	\$200,671	\$175,240	\$108,699	\$16,967

*Year 1 = 3% of American Rescue Plan funds

Y2	\$515,000	\$228,605	\$86,559	\$63,702	\$32,683	\$31,274	\$57,117	\$12,579	\$2,482
Y3	\$530,750	\$235,596	\$89,206	\$65,650	\$33,682	\$32,230	\$58,864	\$12,964	\$2,558
Y4	\$546,672	\$242,664	\$91,882	\$67,619	\$34,693	\$33,197	\$60,629	\$13,353	\$2,635
Y5	\$563,072	\$249,944	\$94,639	\$69,648	\$35,734	\$34,193	\$62,448	\$13,753	\$2,714
Y6	\$579,965	\$257,442	\$97,478	\$71,737	\$36,806	\$35,219	\$64,322	\$14,166	\$2,795
Y7	\$597,363	\$265,165	\$100,402	\$73,889	\$37,910	\$36,275	\$66,251	\$14,591	\$2,879
Y8	\$615,284	\$273,120	\$103,414	\$76,106	\$39,047	\$37,364	\$68,239	\$15,028	\$2,966
Y9	\$633,743	\$281,314	\$106,517	\$78,389	\$40,218	\$38,485	\$70,286	\$15,479	\$3,055
Y10	\$652,755	\$289,753	\$109,712	\$80,741	\$41,425	\$39,639	\$72,395	\$15,944	\$3,146
Sum	\$7,269,662	\$3,443,127	\$1,036,623	\$706,955	\$529,866	\$518,548	\$755,791	\$236,555	\$42,197

SECTION 5. Severability.

If any part of this Ordinance is held by a court of competent jurisdiction to be unconstitutional, illegal, or invalid for any reason, it shall be construed to have been the legislative intent of the County Council of Beaufort County, South Carolina, to pass this Ordinance without such unconstitutional, illegal or invalid provision, and the remainder of this Ordinance shall be deemed and held to be constitutional, lawful and valid as if such portion had not been included. If this Ordinance or any provision thereof is held by a court of competent jurisdiction to be inapplicable to any person, group of persons, property, kind of property, circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property or circumstances.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to establish a regional housing trust fund and other matters related thereto.

Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Court



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation of approval of an Ordinance to amend Beaufort County Ordinance 2022/33 for the fiscal year 2022-23 Beaufort County budget to provide for distributions from Myrtle Park Phase II Fund and other matters related thereto.
MEETING NAME AND DATE:
Finance Committee 09/19/2022
PRESENTER INFORMATION:
Brittany Ward Interim County Attorney and Hayes Williams Chief Financial Officer 15 minutes
ITEM BACKGROUND:
This is a discussion of the purchase, development and sale of Myrtle Park Phase II.
PROJECT / ITEM NARRATIVE:
The Myrtle Park property was purchased in 2014 with the intention of developing the site. Total site and development costs were \$1,772,584. To pay for the development, funding came from Economic Development Contributions totaling \$1,233,167, Beaufort County sales of other properties \$668,576, payment of interest on a loan from the debt service fund \$160,000 and interest of \$31,397. The property was sold on 05/20/2022 for net proceeds of \$599,979.19.
FISCAL IMPACT:
Beaufort County put a substantial amount of capital into this project \$828,576. Staff feels that the County should be reimbursed for its investment in the property.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends to close fund 4807 Myrtle Park Phase II with distributions as follows: \$160,000 transfer to debt service fund (to cover interest payment for the development of the Park), \$668,576 to be transferred to the General Fund (representing the two properties sold to finance the Park) to be allocated as County Council advises, and \$92,094 to be transferred to Site and Job Fund.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny "Recommendation of approval of an Ordinance to amend Beaufort County ordinance 2022/33 for the fiscal year 2022-23 Beaufort County budget to provide for distributions from Myrtle Park Phase II Fund and other matters related thereto." Move forward to Council for First Reading/Approval/Adoption on 09/26/2022

ORDINANCE 2022/ ____

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR DISTRIBUTIONS FROM MYRTLE PARK PHASE II FUND AND OTHER MATTERS RELATED THERETO.

WHEREAS, on June 27, 2022, Beaufort County Council adopted Ordinance No. 2022/33 which set the County's FY 2022-2023 budget and associated expenditures; and

WHEREAS, it has been determined to be necessary and proper to appropriate certain funds for expenses which are immediate in need; and

WHEREAS, Council wishes to distribute the remaining funds from the Myrtle Park Phase II Fund; and

WHEREAS, in the interest of good accounting practices and transparency in the budget process it is beneficial and necessary to amend the budget to reflect this additional appropriation of funds;

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council that the FY 2022-2023 Beaufort County Budget Ordinance 2022/33 is hereby amended as follows:

1. The sum of \$160,000 is hereby appropriated from Fund Balance (Fund 4807) for the repayment of interest payments related to development of the Myrtle Park site; to be transferred to the Debt Service Fund (Fund 3000).
2. The sum of \$668,576 is hereby appropriated from Fund Balance (Fund 4807) for repayment to Beaufort County for the sale of two properties used to development of the Myrtle Park site; to be transferred to the General Fund (Fund 1000).
3. The sum of \$92,094 is hereby appropriated from Fund Balance (Fund 4807) for use of Economic Development; to be transferred to the Site and Job Fund (Fund 1010).

DONE this _____ day of September, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

First Reading:
Second Reading:

Public Hearing:
Third Reading

Myrtle Park Phase II
Recap of funding sources and capital outlay from Beaufort County

Cost of development			
Purchase 7.7 Acres Kittie's Landing LLC	3/18/2014	\$	1,155,748
Site development costs	life of project		410,021
Professional Services	2016 expenses		46,815
Loan 1176 interest	8/5/2016		80,000 *1
Loan 1176 interest	1/26/2018		80,000 *1
Total cost to develop			<u>1,772,584</u>
Economic Development Contributions			
Hargray	9/30/2013	\$	325,000
Palmetto Electric Cooperative Inc.	11/19/2013		400,000
Berkeley Electric Cooperative	1/7/2014		33,333
Central Electric Power Cooperative Inc.	1/7/2014		12,834
Palmetto Electric Cooperative Inc.	12/5/2014		150,000
Central Electric Power Cooperative Inc.	1/6/2015		12,000
Department of Commerce	1/26/2015		150,000
Hargray	11/6/2015		150,000
Total Economic Development Contributions			<u>1,233,167</u>
Amount not funded with development credits			<u>(539,416)</u>
<hr/>			
Beaufort County contributions			
Sale of 5 acres A-1A located in Bluffton Technology Park	6/30/2014		459,340
Sale of Lady's Island Convenience Center	6/25/2014		209,236
Loan 1176 interest - paid from Debt Service Fund	8/5/2016		80,000
Loan 1176 interest - paid from Debt Service Fund	1/26/2018		80,000
Total Beaufort County Contributions			<u>828,576</u>
Other Funding			
Mortgage Proceeds	9/10/2015		4,000,000
Mortgage Repayment	9/7/2017		(4,000,000)
Interest	life of project		31,531
Total other Funding			<u>31,531</u>
Sale of Myrtle Park Property			<u>599,979</u>
Total in equity in pooled cash			<u>\$ 920,670</u>
Suggested distribution by staff			
Transfer Debt Service Fund for loan interest paid by Debt Service Fund		\$	160,000
Transfer General Fund - For sales of Bluffton Technology Park & Lady's Island Convenience Center			668,576
Transfer Site and Job Fund - includes interest for life of project of \$31,531			92,094
			<u>\$ 920,670</u>

*1 - Loan 1176 to develop Myrtle Park \$4,000,000 issued 09/07/2015; Beaufort County did not use refunded 08/07/2017;
Loan from Santee Cooper Interest paid from debt service fund. I believe it should have been paid as development costs in fund 4807



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE FOR A TEXT AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, DIVISION 2, SECTION 2-619 TO REQUIRE A PROPERTY IDENTIFICATION NUMBER ON QUIT CLAIM DEEDS
MEETING NAME AND DATE:
Finance Committee; September 19, 2022
PRESENTER INFORMATION:
Patsye Greene, Registrar of Deeds 10 minutes
ITEM BACKGROUND:
Property Identification number assigned by the Tax Assessor's office is the currently accepted standard for real property identification and should be required on all deeds.
PROJECT / ITEM NARRATIVE:
Requiring (PIN) property identification number on all deeds
FISCAL IMPACT:
No fiscal impact
STAFF RECOMMENDATIONS TO COUNCIL:
OPTIONS FOR COUNCIL MOTION:
Move forward to Council for First Reading

ORDINANCE 2022/_____

AN ORDINANCE FOR A TEXT AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, DIVISION 2, SECTION 2-619 TO REQUIRE A PROPERTY IDENTIFICATION NUMBER ON QUIT CLAIM DEEDS

WHEREAS, the correct identification of real property, for which deeds and other instruments are recorded to prove ownership or other interest in such property, is critical for the maintenance of accurate land ownership records to protect the rights and interests of our citizens, for taxation and for other governmental purposes; and

WHEREAS, Property Identification Number (“PIN”) assigned by the Tax Assessor’s Office is the currently accepted standard for such real property identification; and

WHEREAS, to correctly identify the real property in a deed the text needs to be amended to require all deeds to include a PIN, whereby the deleted text is struck through and the added text is underlined, as follows:

Sec. 2-619. Property identification number required on deeds.

(a) All deeds, ~~except~~ including quit claim deeds, which are submitted for recording to the register of deeds for the county shall have included in the property description section thereof the current county property identification number (PIN) of the subject property, which shall include the district, map, and parcel numbers as assigned by the county tax assessor. It shall be the responsibility of the deed preparer, as indicated in the preparation clause, to obtain the proper PIN prior to recording.

WHEREAS, the Beaufort County Council finds it is appropriate to amend the text as provided for herein in order to protect the rights and interests of our citizens.

NOW, THEREFORE, BE IT ORDAINED, in a meeting duly assembled, hereby approves a text amendment to the Beaufort County Code of Ordinances Chapter 2, Article VIII, Division 2, Section 2-619 as described herein.

Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Court



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN EXCHANGE, PURCHASE AND/OR SALE AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND FOR THE SALE AND PURCHASE OF REAL PROPERTY CONSISTING OF 68 HELMSMAN WAY, 43 JENKINS ROAD, 70 BAYGALL ROAD, AND 152 WILLIAM HILTON PARKWAY
MEETING NAME AND DATE:
County Council; September 26, 2022
PRESENTER INFORMATION:
Brittany Ward, Interim County Attorney 10 Minutes
ITEM BACKGROUND:
Public Facilities Committee voted unanimously recommended approval to County Council <i>September 19, 2022</i>
PROJECT / ITEM NARRATIVE:
The County and Town of Hilton Head Island have negotiated terms of an exchange of several real properties located on Hilton Head Island. The County owned properties are the location of several active park facilities which are currently maintained by the Town. The Town owned properties are located at or adjacent to County owned or maintained docks and piers.
FISCAL IMPACT:
Exchange of properties has no financial impact. The County and Town find the value of the properties to each entity is sufficient compensation and neither party is requesting additional monetary compensation.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the exchange of properties with the Town of Hilton Head Island.
OPTIONS FOR COUNCIL MOTION:
Not Approve Move forward to Council for Second Reading

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN EXCHANGE, PURCHASE AND/OR SALE AGREEMENT WITH THE TOWN OF HILTON HEAD ISLAND FOR THE SALE AND PURCHASE OF REAL PROPERTY CONSISTING OF 68 HELMSMAN WAY, 43 JENKINS ROAD, 70 BAYGALL ROAD, AND 152 WILLIAM HILTON PARKWAY

WHEREAS, Beaufort County (“County”) is the current owner of the real properties known and described as follows:

- 70 Baygall Road, Hilton Head Island with TMS No. R510 005 000 0005 0000
- 70 Baygall Road, Hilton Head Island with TMS No. R510 005 000 019G 0000
- 152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000
- 152 William Hilton Parkway, Hilton Head Island with TMS No. R511 007 000 0070 0000

WHEREAS, the Town of Hilton Head Island (“Town”) is the current owner of the real properties known as described as follows:

- 68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0650 0000
- 68 Helmsman Way, Hilton Head Island with TMS No. R552 010 000 0309 0000
- 43 Jenkins Road, Hilton Head Island with TMS No. R510 006 000 001C 00000

WHEREAS, the County and Town have negotiated the terms of an exchange of the real properties described above, said terms are substantially similar to the proposed Purchase and Sale Agreement in “Exhibit A” attached hereto and incorporated herein by reference: and

WHEREAS, Beaufort County Council has determined that it is in the best interest of the citizens of Beaufort County to enter into a purchase and sale agreement for the mutual transfer of real properties by and between the County and the Town.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council hereby authorizes the County Administrator to enter into a purchase and sale agreement with the Town of Hilton Head Island for the sale and purchase of real property consisting of 68 Helmsman Way, 43 Jenkins Road, 70 Baygall Road, and 152 William Hilton Parkway.

Adopted this ____ day of _____ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) AGREEMENT TO SELL AND PURCHASE REAL PROPERTY

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY ("Agreement") made and entered into this _____ day of _____ 2022 ("Effective Date"), by and between BEAUFORT COUNTY, a subdivision of the State of South Carolina (the "County") and TOWN OF HILTON HEAD (the "Town"); hereinafter collectively referred to as the "Parties" and individually referred to as a "Party".

WITNESSETH:

WHEREAS, the Parties hereto have had preliminary discussions with regard to the sale and purchase of certain real property located in the Town of Hilton Head, Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said real property.

NOW THEREFORE, in consideration of the real property and of the mutual promises and covenants herein contained the Parties agree as follows:

1. Real Property. The Parties agrees to sell and purchase the following real property:

Barker Field Properties

(a) Parcel A. The County is fee simple owner of the real property with the address of 70 Baygall Road, Hilton Head Island, South Carolina 29928, also currently identified as TMS No. R510 005 000 0005 0000, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel A").

(b) Parcel B. The County is fee simple owner of the real property immediately adjacent to the southern boundary of 70 Baygall Road, Hilton Head Island, South Carolina 29928, also currently identified as TMS No. R510 005 000 019G 0000, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel B").

Old School House Properties

(c) Parcel C. The Town and County are fee simple owners of the real property immediately adjacent to the southern boundary of 152 William Hilton Parkway, Hilton Head Island, South Carolina 29928, each holding a fifty percent (50%), undivided interest in the same, also currently identified as TMS No. R511 007 000 0070 0000, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel C").

(d) Parcel D. The Town and County are fee simple owners of the real property immediately adjacent to the southern boundary of 152 William Hilton Parkway, Hilton Head

Island, South Carolina 29928, each holding a fifty percent (50%), undivided interest in the same, also currently identified as **TMS No. R511 007 000 0247 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel D").

Cross Island Boat Landing

(e) *Parcel E.* The Town is fee simple owner of the real property with the address of **68 Helmsman Way, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R552 010 000 0650 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel E"), provided that the County agrees that Parcel E shall be conveyed subject to a deed restriction that prohibits the property from being used for anything other than a boat access ramp / dock and vehicular parking for the public. The aforementioned deed restriction shall not prohibit the County from building ancillary structures that support the public boat access and parking purpose.

(f) *Parcel F.* The Town is fee simple owner of the real property with the address of **68 Helmsman Way, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R552 010 000 0309 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel F"). That portion of Parcel F, as depicted in Exhibit B and as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement, will be conveyed to the County by the Town, provided that the County agrees that Parcel F shall be conveyed subject to a deed restriction that prohibits the property from being used for anything other than a boat access ramp / dock and vehicular parking for the public. The aforementioned deed restriction shall not prohibit the County from building ancillary structures that support the public boat access and parking purpose.

Jenkins Road Property

(g) *Parcel G.* The Town is fee simple owner of the real property located immediately adjacent to the eastern boundary of **43 Jenkins Road, Hilton Head Island, South Carolina 29928**, also currently identified as **TMS No. R510 006 000 001C 0000**, and as further described in Exhibit A attached hereto and incorporated herein by reference, together with all appurtenances, rights, easements, rights-of-way, tenements and hereditaments incident thereto, and all title and interest, if any, of County in and to all strips, gores, and any land lying in the bed of any street, road, or avenue open, proposed in front or adjoining the property (collectively, the "Parcel G").

The real properties in this Section shall hereinafter collectively be referred to as the "Properties".

2. **Purchase Price and Other Considerations.** The County shall sell and Town shall purchase Parcels A, B, C and D for a purchase price of Ten and XX/100 (\$10.00) Dollars, and for other good and valuable consideration; and the Town shall sell and County shall purchase Parcels E, F (only that portion depicted in Exhibit B, as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement) and G for a purchase price of Ten and

XX/100 (\$10.00) Dollars, and for other valuable consideration, as described in this Agreement (“Purchase Price”).

As further consideration in the inducement of this transaction, the County acknowledges that the Town will be allowed to participate in the final design and site layout of any improvements that may occur on Parcels E and F. The Town shall have the authority to review and approve project design characteristics to ensure that any proposed improvement is not inconsistent with the character of development on Hilton Head Island or is otherwise contrary to the best interests of the residents of Hilton Head Island. Such approval shall not be arbitrarily withheld. Additionally, the County warrants that as a permanent condition of the transfer of Parcels E and F, it shall ensure that the general public will have continued access to and use of the public boat launch and parking located on Parcels E and F. This obligation will be memorialized within the respective deeds from the Town to the County relative to the transfer of these parcels.

As further consideration in the inducement of this transaction, the Town agrees to support the County’s desire to enter into an agreement with the Island Recreation Association in order to ensure that the County will be able to obtain scheduling and use of the athletic fields located at what is known as Barker Field to the mutual satisfaction of both the County and the Island Recreation Association. If requested by the County, the Town shall place such support in writing.

4. **Conveyance and Due Diligence Period.** The Parties shall individually perform all due diligence on the Properties no later than sixty (60) days from the Effective Date. The Parties shall individually be solely responsible for any costs associated with Due Diligence.

a) Conveyance of Real Property/Title. Conveyance shall be made subject to all easements, encumbrances (but not liens), covenants, conditions and restrictions of record (provided they do not make the title unmarketable), to all governmental statutes, ordinances, rules and regulations and to all matters that would be disclosed by a current and accurate survey and inspection of the Properties. Title to the Properties shall be conveyed to each Party by limited warranty deed. Parties agree to convey marketable title free, and clear of all liens.

b) The County agrees that that portion of Parcel F, as depicted in Exhibit B and as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement, shall be conveyed subject to a deed restriction that prohibits the property from being used for anything other than a boat access ramp / dock and vehicular parking for the public. The aforementioned deed restriction shall not prohibit the County from building ancillary structures that support the public boat access and parking purpose.

Each Party shall have the responsibility to examine the title to the Properties. Each Party shall notify the other Party in writing of any title defects during the Due Diligence Period. The Party receiving notice of a title defect shall have thirty (30) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by the notifying Party. The receiving Party shall provide the notifying Party communication in writing of receiving Party’s election to cure or decline to cure such defects noted by notifying Party within ten (10) days of receipt of notifying Party’s communication. Notifying Party shall then have five (5) days from the date of receiving Party’s communication to the termination of this Agreement for lack of sufficient cure to such defects. Absent receiving Party’s receipt of notice from notifying Party within said five (5) day period, all of the notifying Party’s outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

c) Survey and Subdivision of Parcel F. The County shall be responsible for obtaining a survey of Parcel F by a licensed surveyor and is solely responsible for the cost

associated with the survey. The Town shall have the right to review and approve said survey prior to the Closing Date. The County shall also be solely responsible for both the cost and accomplishing any subdivision of Parcel F, as depicted in Exhibit B.

d) Property Sold “As Is”. The Parties acknowledge that the Properties are being sold “as is”, and that each Party has the opportunity to perform a full examination of the Properties prior to the Closing Date. Neither Party shall make any request to perform any tasks on the any Property, including but not limited to, removing vegetation or clearing timber.

e) Inspection. Parties hereby acknowledge and agree that each Party has or will thoroughly inspect and examine the Properties prior to closing. Each Party is responsible for obtaining inspection reports from qualified professionals to assess the Properties. Each Party and/or its agents shall have the privilege of going upon the Properties at any time during the existence of this Agreement to inspect, examine, and survey. Each Party assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under this Agreement.

7. **Closing**. The Closing occurs when the County and Town transfer the Purchase Price as described in Section 2, when County conveys interest in Parcels A, B, C, and D to Town, and when Town conveys interest in Parcels E, F, and G to County.

a) Closing Date. The Closing shall occur on or before December 15, 2022 (“Closing Date”) at the offices of County’s attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. The County shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction as applicable to the conveyance of Parcels E, G and F. The Town shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction as applicable to the conveyance of Parcels A, B, C, and D. Each Party shall be responsible for its own legal fees.

8. **Brokerage Fees**. The Parties represent that the Properties are not subject to a listing contract with any real estate broker. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

9. **Delivery of Documentation**.

a) County shall deliver to Town at or before the Closing (at such times as Town may reasonably request) A limited warranty deed satisfactory in form and substance to counsel for Town, conveying fee simple title to Parcels A, B, C, and D free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein. The delivery and accuracy of said limited warranty deed shall be a condition to Town’s obligation to consummate the purchase and sale herein contemplated.

b) Town shall deliver to County at or before the Closing (at such times as County may reasonably request) a limited warranty deed satisfactory in form and substance to counsel for County, conveying fee simple title to Parcels E, F and G, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein. The delivery and accuracy of said limited warranty deed shall be a

condition to County's obligation to consummate the purchase and sale herein contemplated.

c) Permitted Easements shall include easements found on surveys recorded with the Beaufort County Register of Deeds, utilities, or rights-of-way easements which are currently encumbering a property.

10. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of the Parties to purchase the Properties are expressly made subject to the conveying Party's representation that as of the Closing Date the warranties and representations of conveying Party shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by receiving Party by written notice to conveying Party.

11. **Default.** If either Party fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of either Party's obligations under this Agreement, or terminate this Agreement with a five (5) day written notice. If terminated, both Parties shall execute a written release of the other from this Agreement. The Parties agree to cooperatively pursue their obligations set forth herein in good faith.

12. **Notices.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to a Party, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO COUNTY: Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: County Administrator

Copy to: Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: Brittany Ward , Beaufort County Deputy Attorney
E-mail: bward@bcgov.net
(843) 255-2059

TO TOWN: Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928
Attn: Town Manager

Copy to: Town of Hilton Head Island
1 Town Center Court
Hilton Head Island, SC 29928
Attn: Town Attorney

13. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale and purchase of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is

assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

14. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.

15. **Binding Nature and Assignment.** This Agreement shall bind the Parties and their respective successors in interest as may be permitted by law. Neither party to this Agreement may assign their rights or obligations arising under this Agreement without the prior written consent of the other party.

16. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

17. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

18. **Amendment.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

19. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement; and, of any personal guarantees given in connection with this Agreement.

21. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both parties agree in writing to a reasonable extension.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

COUNTY:

Eric Greenway
Beaufort County Administrator

WITNESSES:

TOWN:

Marc Orlando
Hilton Head Town Manager

DRAFT

EXHIBIT A

PROPERTY DESCRIPTION

Parcel A

All that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, having and containing 7.44 acres, more or less, and being more particularly described as follows, to wit:

Commencing at a point which is the intersection of the Northeastern right-of-way of South Carolina Highway No. 334 with the Eastern right-of-way of South Carolina Highway No. 335 and proceeds from said point of commencement in a Northeasterly direction along the Eastern right-of-way of said South Carolina Highway No. 335 on a course N 47°50'35" East for a distance of 1,342.87 feet to a concrete monument which marks the point of beginning; thence proceeding from said point of beginning and continuing along said South Carolina Highway No. 335 N 47°50'35" East for a distance of 261.0 feet to a concrete monument; thence proceeding N 47°50'35" East for a distance of 348.48 feet to a concrete monument; thence proceeding N 47°50'35" East for a distance of 260.92 feet to a concrete monument; thence proceeding N 47°59'35" East for a distance of 114.95 feet to a concrete monument; thence proceeding S 45°06'45" East for a distance of 291.60 feet to a concrete monument; thence proceeding S 49°49'35" West for a distance of 599.14 feet to a concrete monument; thence proceeding N 37°35'25" West for a distance of 736.00 feet to a concrete monument which marks the beginning.

Parcel B

All that certain piece, parcel or lot of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina assure and designate as Lot Number Eight and identified as belonging to Herbert Brown on a plat entitled "25.832 Acres for Heirs of William Brown," prepared by E.G. Freiesleben consulting P.E. and L.S. Number 4624; said plat being recorded in Beaufort County Plat Book 24 at Page 194. For a more detailed description as to location, courses, metes, bounds, distances and directions, reference may be had to said plat of record

Parcel C

All that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 3.02, more or less, which is more fully delineated on a plat prepared by Beaufort County Public Works Engineering Department, by Erik H. Freiesleben, P.E. & P.L.S., S.C. #4624. County Engineer/Surveyor for Beaufort County Council, dated November 13, 1991 and revised September 11, 1992, entitled "A 3.02 Acre and a 3.73 Acre Subdivision of a Part of Honey Horn Plantation, Hilton Head Island, South Carolina," said plat being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 45 at Page 67.

Parcel D

All that certain piece, parcel or lot of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, containing 3.73, more or less, which is more fully delineated on a plat prepared by Beaufort County Public Works Engineering Department, by Erik H. Freiesleben, P.E. & P.L.S., S.C. #4624. County Engineer/Surveyor for Beaufort County Council, dated November 13, 1991 and revised September 11, 1992, entitled "A 3.02 Acre and a 3.73 Acre Subdivision of a Part of Honey Horn Plantation, Hilton Head Island, South Carolina," said plat being recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 45 at Page 67.¹

Parcel E

All that certain piece, parcel or tract of land containing approximately 1.515 acres of land, situate, lying and being on the northwestern side of Road S-80 (Palmetto Bay Road) near Hilton Head Island in Beaufort County, and being shown on the South Carolina Department of Transportation Plans for Cross Island Expressway on sheet No. 13, File 7.558, and on a plat entitled "Property of Plantation Land Co, Inc. to be Conveyed to South Carolina Department of Transportation". Prepared by Niels Christensen dated October 13, 1993. Said property being more particularly described as follows:

Beginning at a point located at the southeastern corner of the subject parcel on the northwestern side of Road S-80 and on the New 100-foot right of way line (Road S-80); thence along said right of way with a radius of 5,629.58 feet and chord bearing N 27°54'45" E for 307.74 feet to a point; thence continuing along the said right of way N 26°24'01" E for a distance of 170.68 feet to a point; thence N 74°07'17" W for a distance of 42.82 feet, to a point; thence S 85°02'38" W for a distance of 63.61 feet; thence S 46°10'20" W for a distance of 70.75 feet to a point; thence continuing S 46°10'20" W for a distance of 277.43 feet to a point; thence along said right of way for the Marina Access Road S 20°22'11" E for a distance of 65.04 feet to a point; thence continuing along said right of way for Marina Road Access with a radius of 366.60 feet and chord bearing S 44°38'28" E for a distance of 167.79 feet to the point of beginning; being bounded on the North and West by other lands of the Grantee. East by Road S-80, South by Marina Road Access

Parcel F²

All that certain piece, parcel or tract of land containing approximately 2.409 acres of land, situate, lying and being on the southeastern side of Road S-80 (Palmetto Bay Road) near Hilton Head Island in Beaufort County, and being shown on the South Carolina Department of Transportation Plans for Cross Island Expressway on sheet No. 13, File 7.558, and on a plat entitled "Property of Plantation Land Co., Inc. to be Conveyed to South Carolina Department of

¹ Same as Parcel C.

² Only that portion of Parcel F depicted in Exhibit B will be conveyed to the County by the Town, which consists of all of the land north of Helmsman Way, as to be recorded on a plat at a later time by the County in accordance with Section 4(c) of this Agreement.

Transportation". Prepared by Niels Christensen dated October 13, 1993. Said property being more particularly described as follows:

Beginning at a point located on the southwestern corner of the subject parcel on the southeastern side of Road S-80 and on the New 52-foot right of way line (Road S-80); thence along said right of way N 36°07'46" E for a distance of 2.34 feet to a point; thence along the New right of way line S 53°52'14" E for a distance of 11.00 feet to a point on the New Transitional right of way; thence along said right of way N 38°42'27" E for 668.98 feet to a point on the New 33-foot right of way line of Marine Access Road; thence along said right of way for Marine Access Road with a radius of 217.00 feet and chord bearing S 00°23'16" W for a distance of 294.86 feet to a point; thence continuing along said right of way for Marina Access Road S 43°11'05" W for a distance of 412.63 feet to a point; thence S 84°34'22" W for a distance of 32.26 feet, to a point; thence along said right of way for Haig Point Road N 54°02'21" W for a distance of 138.51 feet to the point of beginning; being bounded on the North and East by Marina Access Road, South Haig Point Road, and West by Road S-80.

Parcel G

All that certain piece, parcel or tract of land situate lying and being on Jenkins Island, Hilton Head, Beaufort County, South Carolina and containing .619 acres, more or less, and being more particularly shown on a plat prepared by Freisleben – Yerkes, Inc., dated August 15, 1979, for Jenkins Island Realty Corporation and American Title Insurance Company. According to said plat, said property is more particularly described as follows, to-wit: Beginning at a point on the Eastern side of a paved road at its juncture with the public landing as shown on said plat; thence N 20 degrees 40 minutes E, a distance of 20 feet to a hub of flagger at the mean high water mark of Skull Creek, thence S 53 degrees 42 minutes 52 seconds E, a distance of 360.67 feet along the mean high water mark to a marker; thence S 80 degrees 08 minutes W, a distance of 212.7 feet to a marker at the Eastern margin of the aforesaid paved road; thence N 23 degrees 47 minutes 51 seconds W, a distance of 244.54 feet to the point of beginning.

ORDINANCE 2022/

**TEXT AMENDMENT TO THE BEAUFORT COUNTY PROCUREMENT CODE,
DIVISION 4, SECTION 2-509, AUTHORITY AND DUTIES OF PURCHASING
DIRECTOR AND THE CHIEF FINANCIAL OFFICER**

WHEREAS, the Beaufort County Procurement Code is hereby amended as set forth in Exhibit A hereto. Deletions in the existing code are stricken through. Additions are highlighted and underlined.

ADOPTED, this ____ day of ____2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

First Reading:
Second Reading:
Public Hearing:
Third and Final Reading:

EXHIBIT A

- **Sec. 2-509. - Authority and duties of purchasing director.**

(a) *Principal public procurement official.* The purchasing director shall serve as the principal public procurement official of the county and shall be responsible for the procurement of supplies, services, and construction in accordance with this division, as well as the management and disposal of supplies.

(b) *Duties.* In accordance with this division, the purchasing director shall:

(1) *Purchase.* Purchase all supplies, materials, equipment, and contractual services required by county agencies and perform the purchasing-related functions required of the purchasing director in this division.

(2) *Negotiate contracts.* Negotiate contracts for personal services and submit them for approval and award as provided in this division.

(3) *Use standard specifications.* Use standard specifications wherever they are applicable to purchase orders and contracts, and ensure compliance with such specifications through adequate inspection of deliveries.

(4) *Transfer between agencies.* Transfer between agencies supplies, materials, and equipment that are no longer needed by a holding agency but that can be used by the receiving agency.

(5) *Exchange, trade in and sell.* Exchange, trade in or sell those supplies, materials and equipment which are surplus, obsolete or unused and which are found by the county administrator not to be required for public use.

(6) *Develop standard forms and conditions.* Develop, with the approval of the county attorney as to legal sufficiency, standard forms and conditions of invitations to bid and purchase orders and contracts; develop and prescribe the use by agencies of other forms required in carrying out this division, and amend or eliminate any such forms.

(7) *Acquire and dispose of real property.* Upon request of the county council and subject to its approval of each transaction, perform all delegable functions in connection with acquisition and disposal of real property.

(8) *Perform other duties.* Perform other duties as assigned by the county administrator and ACA, finance.

(c) *Operational procedures.* Consistent with this division, the purchasing director shall adopt operational procedures relating to the execution of his duties.

(d) *Dollar limitations.* Provided that funds have been preapproved by the county council as part of the budget process, an award is made to the lowest responsive and responsible bidder, the contracting authority for the county, except as otherwise provided in [section 2-512](#) pertaining to authority to contract for certain services, [section 2-513](#) pertaining to exemption and [section 2-514](#) pertaining to exemption for real property, shall be as follows:

(1) Purchasing director, delete ~~budget director~~ **add Chief Financial Officer**, \$50,000.00 or less.

(2) County administrator or his designee, over \$50,000.00, but less than \$150,000.00. The county administrator may approve contract renewals and be exempt from the dollar limitations on expenditure authority identified in this [section 2-509](#), authority and duties of purchasing director, paragraph (d), dollar limitations in paragraphs (1)—(4), provided that the funds have been approved by the county council as part of the annual budget appropriation process, and that any expenditure of funds regardless of the amount will not result in a budget deficit.

(3) Council committee, over \$150,000.00, but less than \$200,000.00.

(4) The county council, \$200,000.00 and over.

(e) *Elected and appointed officials.* Provided that funds have been approved by the county council as part of the annual budget appropriation process, and that any expenditure of funds regardless of the amount will not result in a budget deficit within any elected official's office, the sheriff, auditor, treasurer, clerk of court, coroner, solicitor, public defender, probate judge, and magistrates shall be exempt from the dollar limitations on expenditure authority identified above provided that they shall comply with all of [the] provisions of competitive purchasing as may be required by South Carolina law and the Beaufort County Purchasing Ordinance. The county council may request such reports and information as it deems necessary and prudent on the purchasing activities of these offices to ensure compliance with these provisions.

(Code 1982, § 12-10; Ord. No. 99-14, 5-24-1999; [Ord. No. 2014/4, 2-10-2014](#); [Ord. No. 2021/42](#), 12-13-2021)



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH THE CITY OF BEAUFORT FOR THE PURCHASE OF REAL PROPERTY WITH AN ADDRESS OF 1505 NORTH STREET
MEETING NAME AND DATE:
County Council; October 24, 2022
PRESENTER INFORMATION:
Brittany Ward, Interim County Attorney 10 minutes
ITEM BACKGROUND:
Public Facilities; September 19, 2022 Motion to Move Forward to Council (5-3)
PROJECT / ITEM NARRATIVE:
The City of Beaufort County (“City”) is the owner of certain real property located at 1505 North Street with TMS No. R120 004 000 0659 0000, consisting of approximately 0.3 acres more or less. Beaufort County (“County”) desires to purchase from the City the Property for the purpose of establishing public parking and support other public initiatives. The County and City have negotiated the terms of the sale and purchase of the Property and the County agrees to purchase the Property for \$630,000 plus closing costs with funds from the General Fund-Fund Balance.
FISCAL IMPACT:
\$630,000 from General Fund-Fund Balance
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the purchase of 1505 North Street with a purchase price of \$630,000 plus closing costs
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny a resolution authorizing the County Administrator to enter into a purchase and sale agreement with the City of Beaufort for the purchase of real property with an address of 1505 North Street

RESOLUTION 2022/_____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH THE CITY OF BEAUFORT FOR THE PURCHASE OF REAL PROPERTY WITH AN ADDRESS OF 1505 NORTH STREET

WHEREAS, the City of Beaufort County (“City”) is the owner of certain real property located at 1505 North Street with TMS No. R120 004 000 0659 0000, consisting of approximately 0.3 acres more or less; collectively hereinafter the “Property”; and

WHEREAS, Beaufort County (“County”) desires to purchase from the City the Property for the purpose of establishing public parking and support other public initiatives; and

WHEREAS, the County and City have negotiated the terms of the sale and purchase of the Property and the County agrees to purchase the Property for \$630,000 plus closing costs with funds from the General Fund-Fund Balance; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, authorizing the County Administrator to enter into a purchase and sale agreement with the City of Beaufort for the purchase of real property with an address of 1505 North Street.

Adopted this ____ day of _____ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Zoning Map Amendment/Rezoning Request for 4.25 acres at 175 Fording Island Road (R600 022 000 011A 0000) from T2 Rural to C5 Regional Center Mixed Use</i>
MEETING NAME AND DATE:
<i>Natural Resources Committee Meeting, October 10, 2022</i>
PRESENTER INFORMATION:
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
ITEM BACKGROUND:
<i>This rezoning application went before the Beaufort County Planning Commission at their September 8, 2022 meeting. At that time, the Commission voted unanimously to recommend conditional approval of the rezoning. The two conditions of approval are:</i> <i>1) The existing curb cut on the property must be abandoned and no new curb cut will be permitted. 2) 175 Fording Island Road (R600 022 000 011A 0000) will be consolidated into the adjacent Honda dealership property (R600 021 000 0008 0000).</i>
PROJECT / ITEM NARRATIVE:
<i>The applicant seeks to change the zoning of a 4.25-acre lot at 175 Fording Island Road from T2 Rural (T2R) to C5 Regional Center Mixed Use (C5). The property is currently the site of a vacant, detached single family home. The application packet includes a conceptual plan that proposes expanding the Honda dealership, which is located next door.</i>
FISCAL IMPACT:
<i>Not applicable</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Though the proposed zoning change from T2R to C5 is in conflict with the Future Land Use designation laid out in the 2040 Comprehensive Plan and the Community Development code, it is compatible with the changed conditions of the area as a result of the recent Pepper Hall rezoning approved by Council and the Honda dealership's zoning. Staff recommends approval.</i>
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny the zoning amendment for 175 Fording Island Road from T2 Rural to C5 Regional Center Mixed Use.</i>

ORDINANCE 2022/_____

AN ORDINANCE TO AMEND THE ZONING MAP OF BEAUFORT COUNTY TO CHANGE PARCEL ID NUMBER R600 022 000 011A 0000 FROM T2 RURAL TO C5 REGIONAL CENTER MIXED USE

WHEREAS, parcel ID number R600 022 000 011A 0000 is currently zoned as T2 Rural; and

WHEREAS, the owner of the parcel has requested to change the zoning from T2 Rural to C5 Regional Center Mixed Use; and

WHEREAS, the Beaufort County Planning Commission considered the request on September 8, 2022, voting to recommend that County Council approve the request with conditions; and

WHEREAS, County Council now wishes to amend the zoning map to change the parcel’s zoning from T2 Rural to C5 Regional Center Mixed Use.

NOW, THEREFORE be it ordained by County Council in a meeting duly assembled as follows:

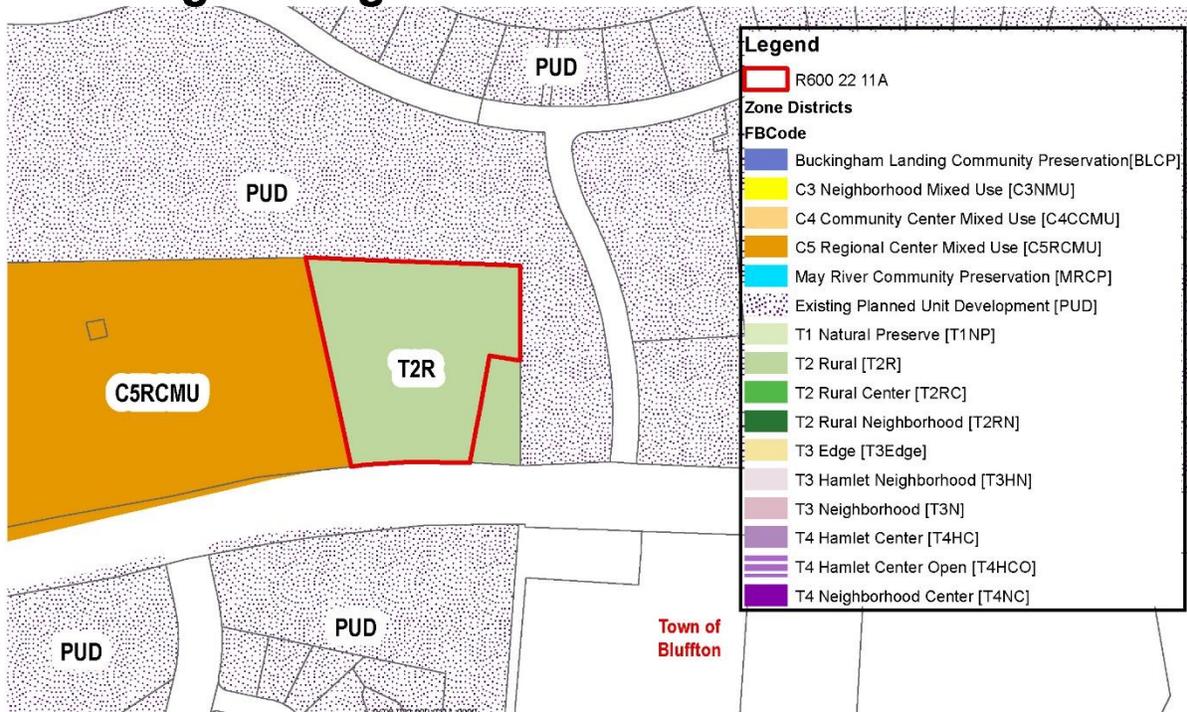
1. The zoning map of the County is hereby amended to reflect the zoning of Parcel ID Number R600 022 000 011A 0000 as C5 Regional Center Mixed Use.
2. Staff is directed to make the changes to the zoning map and to report to all persons necessary or helpful that the zoning has so changed.

Ordained this ____ day of _____, 2022

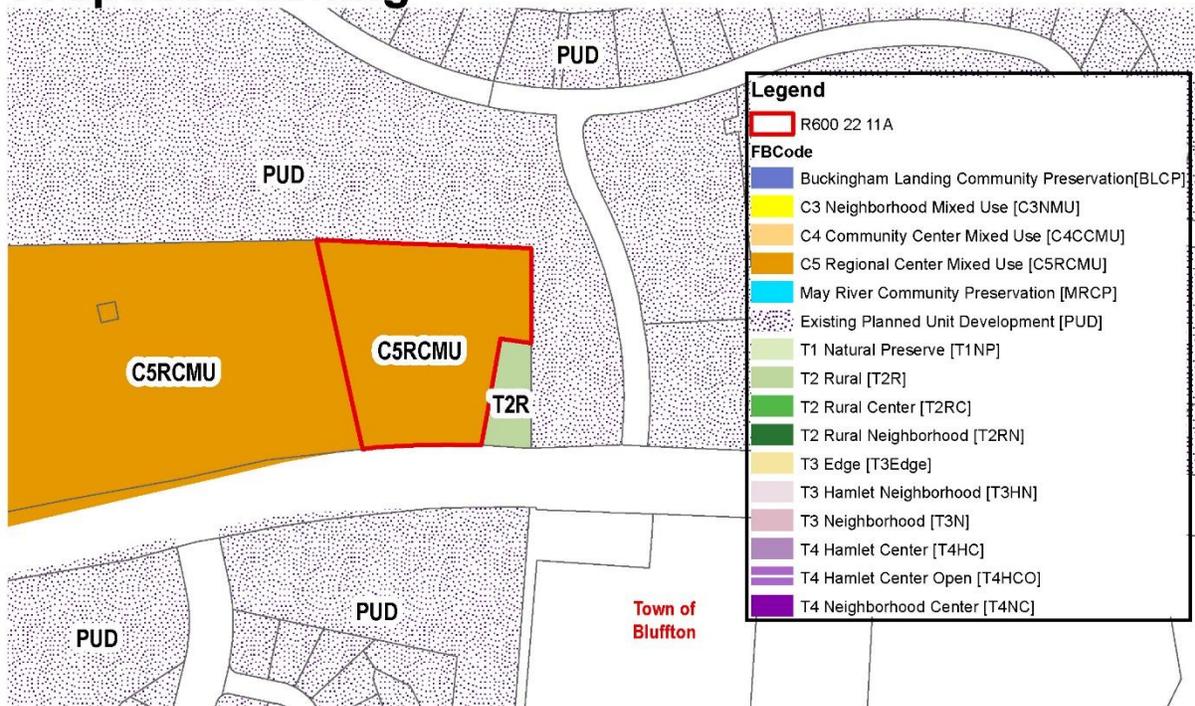
Joseph Passiment, Chairman

Sarah Brock, Clerk to Council

Existing Zoning



Proposed Zoning





MEMORANDUM

TO: Beaufort County Natural Resources Committee

FROM: Juliana Smith, Beaufort County Planning and Zoning Department

DATE: October 10, 2022

SUBJECT: Zoning Map Amendment/Rezoning Request for 4.25 acres at 175 Fording Island Road (R600 022 000 011A 0000) from T2 Rural (T2R) to C5 Regional Center Mixed Use (C5); Applicant: Laura Lewis

STAFF REPORT:

A. BACKGROUND:

Case No. CDPA-000020-2022

Owner/Applicant: Laura Lewis

Property Location: Located at 175 Fording Island Road

District/Map/Parcel: R600 022 000 011A 0000

Property Size: 4.25 acres

Current Future Land Use Designation: Community Commercial

Current Zoning District: T2 Rural

Proposed Zoning District: C5 Regional Center Mixed Use

B. SUMMARY OF REQUEST: The applicant seeks to change the zoning of a 4.25-acre lot at 175 Fording Island Road from T2 Rural (T2R) to C5 Community Center Mixed Use (C5). The property is currently the site of a vacant, detached single family home. The owner has been approached by Hilton Head Honda, which sits on the neighboring property, to purchase the property with the intent to extend their operations (see attached conceptual plan). As a part of the due-diligence period in Hilton Head Honda's purchase of the property, the owner is seeking a zoning map amendment.

C. EXISTING ZONING: The lot is currently zoned T2R, which is intended to preserve the rural character of Beaufort County. This zone applies to areas that consist of sparsely settled lands in an open or cultivated state. It may include large lot residential, farms where animals are raised or crops are grown, parks, woodland, grasslands, trails, and open space areas. Residential development is permitted at a density of one (1) dwelling unit per three (3) acres. T2R also permits very limited non-residential uses.

- D. PROPOSED ZONING:** The proposed C5 zoning district permits a full range of retail, service, and office uses. Due to the intensity of the district, it can accommodate regional and community commercial and business activities, including larger commercial activities that serve the entire County or highway-oriented businesses that need to be located on major highways. The design requirements for this zone are intended to create more attractive commercial areas than can be found in other counties in order to maintain the attractive tourist and business environment and produce minimal impacts on surrounding residential areas. C5 zoning shall be located in areas designated “regional commercial” in the Comprehensive Plan.
- E. COMPREHENSIVE PLAN FUTURE LAND USE MAP:** This 4.25-acre lot is designated Community Commercial on the Future Land Use Map which is associated with the C4 Community Center Mixed Use zoning district. The Comprehensive Plan states that these areas typically serve nearby residential areas, such as a shopping district anchored by a grocery store.
- F. ZONING MAP AMENDMENT REVIEW STANDARDS:** In determining whether to adopt or deny a proposed Zone Map Amendment, the County Council shall weigh the relevance of and consider whether and the extent to which the proposed amendment:
1. **Is consistent with and furthers the goals, and policies of the Comprehensive Plan and the purposes of this Development Code;** The Land Use chapter of the 2040 Comprehensive Plan indicates this area as Community Commercial. The proposed zoning is inconsistent with the Community Commercial future land use.
 2. **Is not in conflict with any provision of this Development Code, or the Code of Ordinances;** The proposed zoning district is consistent with the neighboring parcel to the west, which is zoned C5. However, the Community Development Code expressly states that C5 shall only be located in areas where the future land use is designated Regional Commercial. This area is designated Community Commercial.
 3. **Addresses a demonstrated community need;** N/A.
 4. **Is required by changed conditions;** Given the commercial nature of this portion of the corridor, T2 Rural zoning is no longer appropriate. This 4.25-acre lot is one of two remaining T2 Rural properties on this stretch of Fording Island Road. The other T2 Rural property is the neighboring property to the east. Both represent holdovers from a time when this corridor was indeed rural. Additionally, the neighboring Honda dealership is zoned C5. And, in October 2016, County Council approved the rezoning of Pepper Hall, which is on the western side of the extant Honda Dealership. That rezoning converted the land use in the area to C5. In sum, it is appropriate to rezone this property to a more commercially oriented use given the present-day conditions on this portion of Highway 278.
 5. **Is compatible with existing and proposed uses surrounding the land subject to the application, and is the appropriate zone and uses for the land;** It is compatible with existing uses surrounding the property. To the west of this lot there is a Hilton Head Honda dealership, zoned C5 Regional Center Mixed Use. The lot to the east is zoned T2 Rural and, as mentioned in #4, is a lot held over from a time when Highway 278 was more rural. To the north, the property borders an undeveloped and unplatted open-space portion of the Berkeley Hall PUD that is

owned by the Berkeley Hall HOA. Fording Island Road, also known as Highway 278, borders the property's southern edge. Directly across Fording Island Road is the Island West PUD.

6. **Would not adversely affect nearby lands;** See 5 above.
7. **Would result in a logical and orderly development pattern;**
See 4, 5, and 6 above.
8. **Would not result in adverse impacts on the natural environment – including, but not limited to, water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment:** Any future development would be required to adhere to the natural resource protections, tree protections, wetland protections, and stormwater standards in the Community Development Code and Stormwater BMP Manual. The conceptual plan submitted shows a proposal for how the development would avoid significant wetlands that are on the property.
9. **Would result in development that is adequately served by public facilities (e.g. streets, potable water, sewerage, stormwater management, solid waste collection and disposal, schools, parks, police, and fire and emergency medical facilities):** The property is not served by sewer or water, though both are nearby making extensions achievable. Otherwise, the proposed commercial development is adequately served by public facilities.

G. STAFF RECOMMENDATION: Though the proposed zoning change from T2R to C5 is in conflict with the Future Land Use designation laid out in the 2040 Comprehensive Plan and the Community Development code, it is compatible with the changed conditions of the area as a result of the recent Pepper Hall rezoning approved by Council and the Honda dealership's zoning. Staff recommends approval.

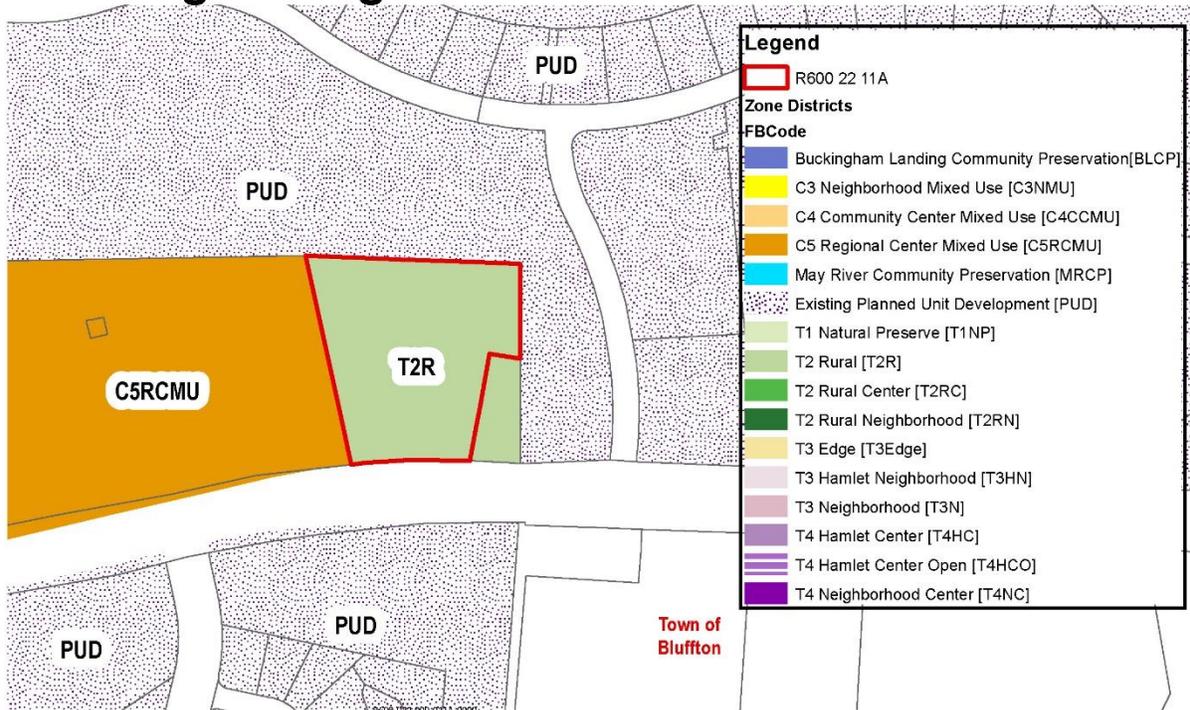
H. BEAUFORT COUNTY PLANNING COMMISSION: At the September 8, 2022 meeting of the Beaufort County Planning Commission, the Commission voted unanimously to recommend conditional approval of the rezoning. The two conditions of approval are:

- 1) The existing curb cut on the property must be abandoned and no new curb cut will be permitted.
- 2) 175 Fording Island Road (R600 022 000 011A 0000) will be consolidated into the adjacent Honda dealership property (R600 021 000 0008 0000).

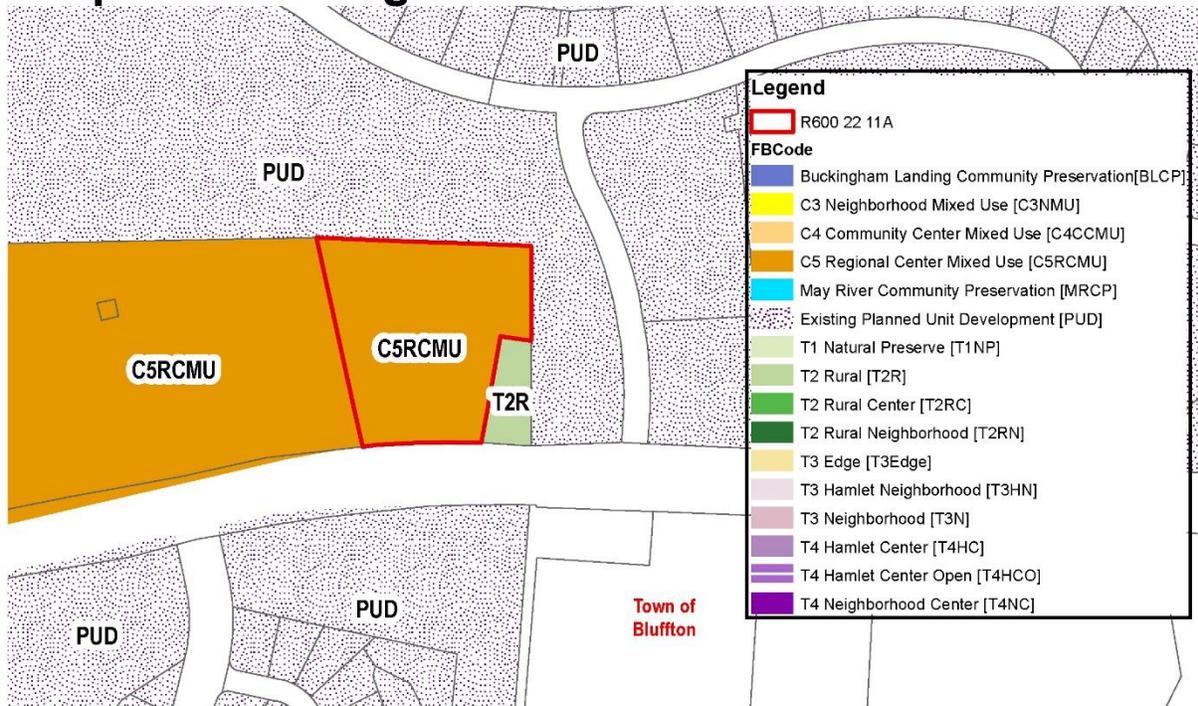
I. ATTACHMENTS

- Zoning Map (existing and proposed)
- Location Map
- Conceptual Site Plan submitted with the Application

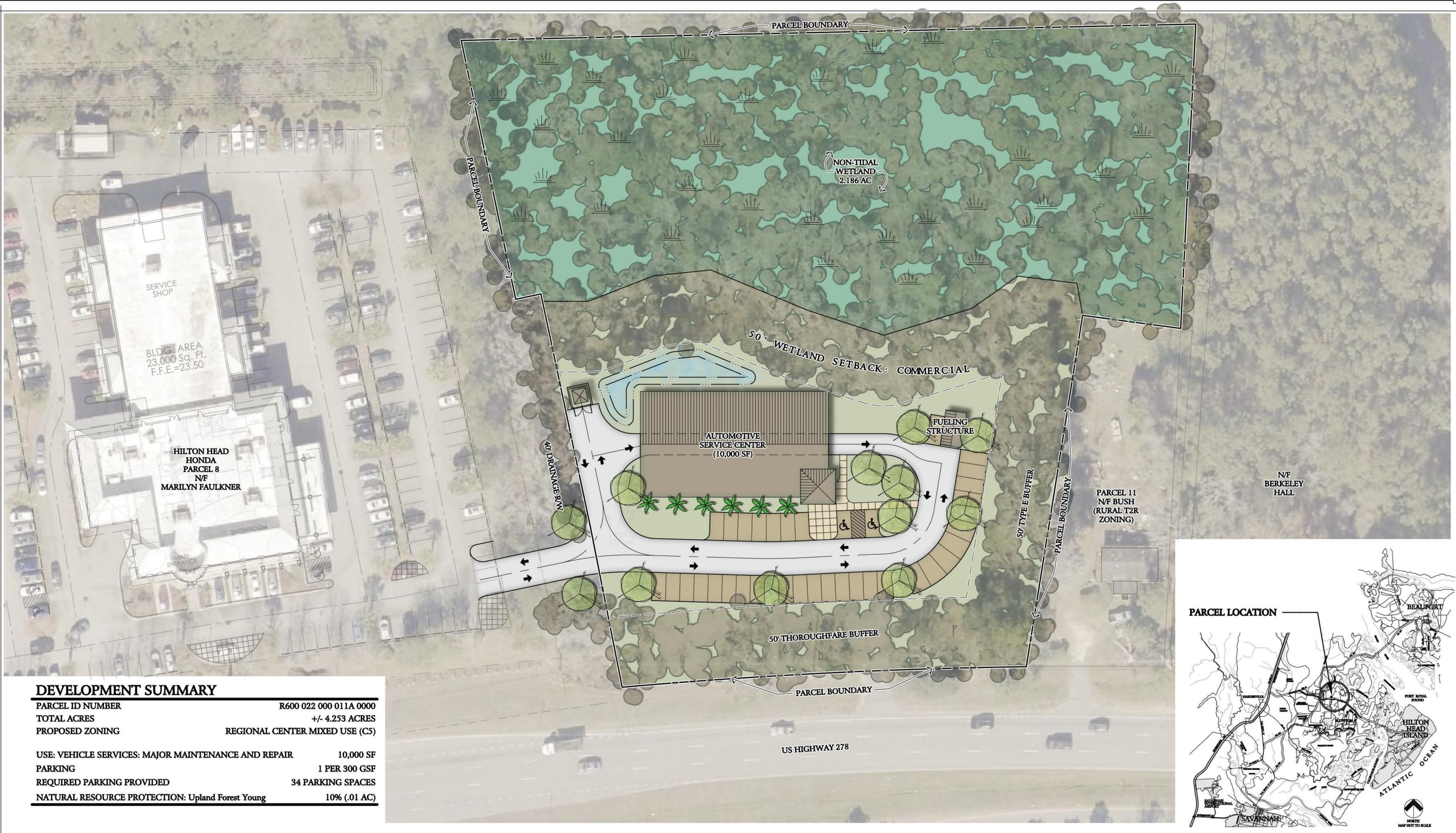
Existing Zoning



Proposed Zoning

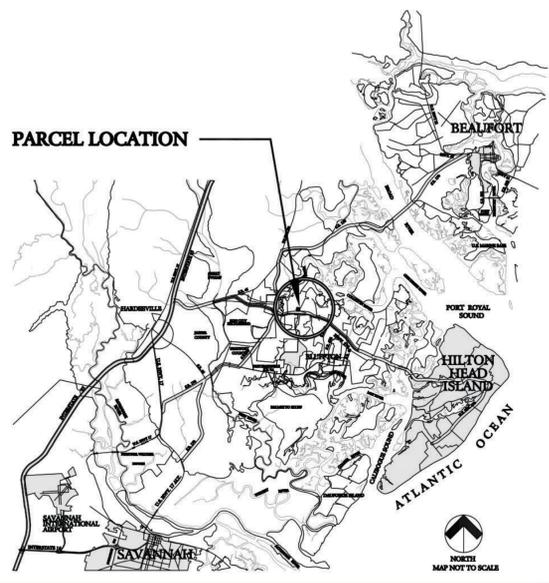






DEVELOPMENT SUMMARY

PARCEL ID NUMBER	R600 022 000 011A 0000
TOTAL ACRES	+/- 4.253 ACRES
PROPOSED ZONING	REGIONAL CENTER MIXED USE (C5)
USE: VEHICLE SERVICES: MAJOR MAINTENANCE AND REPAIR	10,000 SF
PARKING	1 PER 300 SF
REQUIRED PARKING PROVIDED	34 PARKING SPACES
NATURAL RESOURCE PROTECTION: Upland Forest Young	10% (.01 AC)

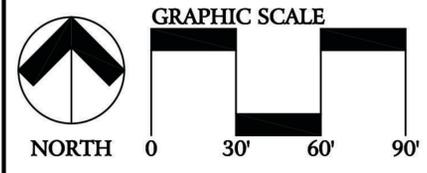


PREPARED FOR:
MFF Enterprises, LLC
 PREPARED BY:

J. K. TILLER ASSOCIATES, INC.
 LAND PLANNING LANDSCAPE ARCHITECTURE
 181 BLUFFTON ROAD, SUITE F203 BLUFFTON, SC 29910
 Voice: 843.815.4800 jtiller@jtiller.com Fax: 843.815.4802

HILTON HEAD HONDA SERVICE CENTER CONCEPTUAL SITE PLAN #1

BEAUFORT COUNTY, SOUTH CAROLINA
 APRIL 6, 2022



THIS IS A CONCEPTUAL PLAN AND IS SUBJECT TO CHANGE. ALL SURVEY INFORMATION AND SITE BOUNDARIES WERE COMPILED FROM A VARIETY OF UNVERIFIED SOURCES AT VARIOUS TIMES AND AS SUCH ARE INTENDED TO BE USED ONLY AS A GUIDE. ALL PROPERTY LINES, TRACT DIMENSIONS AND NARRATIVE DESCRIPTIONS ARE FOR GRAPHIC REPRESENTATION ONLY, AS AN AID TO SITE LOCATION AND POTENTIAL LAND USE, AND ARE NOT LEGAL REPRESENTATIONS AS TO FUTURE USES OR LOCATIONS. J. K. TILLER ASSOCIATES, INC. ASSUMES NO LIABILITY FOR ITS ACCURACY OR STATE OF COMPLETION, OR FOR ANY DECISIONS (REQUIRING ACCURACY) WHICH THE USER MAY MAKE BASED ON THIS INFORMATION.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
<i>Text Amendment to the Community Development Code (CDC): Section 5.11.60 (River Buffer) to clarify penalties for removing trees from the river buffer area without first obtaining appropriate tree removal permits.</i>
MEETING NAME AND DATE:
<i>Natural Resources Committee Meeting, October 10, 2022</i>
PRESENTER INFORMATION:
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
ITEM BACKGROUND:
<i>Staff have been reviewing the Community Development Code (CDC) for necessary amendments as a result of the adoption of the 2040 Comprehensive Plan. During our review, staff have identified necessary major and minor corrections to the CDC to improve and clarify its standards, including changes to the County's river buffer standards. At their September 8, 2022 meeting, the Beaufort County Planning Commission voted unanimously to recommend approval of the amendments.</i>
PROJECT / ITEM NARRATIVE:
<i>To provide clarity, section 5.11.60.F.4 has been added. This new section mirrors, almost in its entirety, the penalties outlined in Section 5.11.100.D.6, which address penalties for illegal tree removals prior to acquiring a development permit. Specifically, the new section identifies mitigation replanting requirements, including the number and size of trees that must be replanted to mitigate for trees illegally removed from the river buffer. An important difference is that illegal removal of trees in the river buffer will trigger a penalty requiring replacement at 2x the total caliper inches lost in illegal tree removals in the river buffer, as opposed to 1.25x for other illegal tree removals. It additionally provides a provision for mitigation in the form of a reforestation fee only after all possible efforts to replant trees have been made by directly referencing Section 5.11.100.D.7 (Reforestation Fee.).</i>
FISCAL IMPACT:
<i>Not applicable.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval.</i>
OPTIONS FOR COUNCIL MOTION:
<i>To approve or deny the proposed amendment to the Community Development Code (CDC): Section 5.11.60 (River Buffer)</i>

ORDINANCE 2022 / __

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):
SECTION 5.11.60 (RIVER BUFFER) TO CLARIFY PENALTIES FOR REMOVING
TREES FROM THE RIVER BUFFER WITHOUT APPROPRIATE PERMITS.**

WHEREAS, the Community Development Code permits tree removals in the river buffer after appropriate tree removal permits have been issued; and

WHEREAS, Section 5.11.60 of the Community Development Code sets out the development standards for river buffers, but does not explicitly address penalties for illegal tree removals in the river buffer; and

WHEREAS, it is necessary for the Community Development Code to provide clear guidance on development standards and penalties to achieve orderly development of river buffers; and

WHEREAS, the Beaufort County Planning Commission considered the ordinance amendments on September 8, 2022, voting to recommend that County Council approve the proposed amendments; and

NOW, THEREFORE be it ordained by County Council in a meeting duly assembled that Section 5.11.60 of the Community Development Code is hereby amended as set forth in Exhibit A hereto. Deletions in the existing code are stricken through. Additions are highlighted and underlined.

Adopted this ___ day of _____ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

5.11.60 River Buffer

F. Buffer Disturbance. There shall be no disturbance of the river buffer established in Table 5.11.60.A, except as allowed for bulkheads, rip-rap and erosion control devices, view corridors, and other allowable disturbances authorized in this Section.

1. **Re-vegetation.** Any disturbance of the shoreline within the river buffer landwards of the OCRM critical line shall require submission of a re-vegetation plan. A principle objective of the plan is to preserve and replace as much of the on-site pre-construction native vegetation to the extent possible. Other acceptable landscaping plants are found in the SCDHEC publication entitled "Backyard Buffers", publication CR-003206 (11/00). The re-vegetation plan shall be prepared by a landscape designer or landscape architect. The re-vegetation plan shall be designed so that upon plant maturity, the disturbed area is completely vegetated.
2. **Removal of Trees.** Except for invasive species; see Section 5.11.100.G (Removal of Invasive Tree Species), removal of any tree within a river buffer shall require a tree removal permit; see Section 7.2.50 (Tree Removal Permit). Removal of trees shall require plant back inch for inch (DBH) of trees removed, except in those instances in which a tree is dead, hollow, or has another condition that poses a hazard to people or structures on the property or adjoining property as determined in writing by a certified arborist. In those cases, the tree shall be replaced with one 2.5-inch minimum caliper tree. If all tree inches cannot be planted back on site due to site constraints, the remaining tree inches shall be subject to a general county reforestation fee; see Section 5.11.100.D.3 (Reforestation Fee).
3. **Slope Stabilization of Re-Vegetated Areas.** Re-vegetation of areas landward of the OCRM critical line with slope topography in excess of a 1:3 slope shall also include slope stabilization measures in compliance with SCDOT standards, as set forth in Section 205, Embankment Construction, of the SCDOT Standard Specifications for Highway Construction, Edition of 2000, as amended.
4. **Penalty for Removing Trees Prior to Permitting.** If trees are cut down prior to receiving all necessary permits from the County, mitigation will be required to replace the removed trees. Mitigation shall involve the replanting of trees a minimum of 2.5 caliper inches with a total caliper equal to 2 times that of the DBH of the trees removed. If all tree inches cannot be planted back on site due to site constraints, the remaining tree inches shall be subject to a general county reforestation fee; see Section 5.11.100.D.7 (Reforestation Fee). Reforestation fees will only be considered after all possible mitigation trees are planted within the river buffer.



MEMORANDUM

TO: Beaufort County Natural Resources Committee

FROM: Juliana Smith, Beaufort County Planning and Zoning Department

DATE: October 10, 2022

SUBJECT: Proposed Text Amendments to Section 5.11.60 (River Buffer)

STAFF REPORT:

A. BACKGROUND:

Proposed changes to Section 5.11.60 (River Buffer) will clarify penalties for removing trees from the buffer area without first obtaining appropriate tree removal permits. Beaufort County has made efforts to explicitly protect river buffers from disturbance in order to protect properties from erosion, to stabilize stream banks, to protect water quality, to maintain natural habitat for native flora and fauna, and to protect viewsheds from our waterways. Yet, the Community Development Code does not provide clear guidance on the appropriate penalties if a property owner illegally removes trees from the River Buffer. This amendment seeks to provide clarity on the required mitigation and/or fee required if trees are illegally removed from river buffers.

B. SUMMARY OF PROPOSED REVISIONS: To provide clarity, section 5.11.60.F.4 has been added. This new section mirrors, almost in its entirety, the penalties outlined in Section 5.11.100.D.6, which address penalties for illegal tree removals prior to acquiring a development permit. Specifically, the new section identifies mitigation replanting requirements, including the number and size of trees that must be replanted to mitigate for trees illegally removed from the river buffer. An important difference is that illegal removal of trees in the river buffer will trigger a penalty requiring replacement at 2x the total caliper inches lost in illegal tree removals in the river buffer, as opposed to 1.25x for other illegal tree removals. It additionally provides a provision for mitigation in the form of a reforestation fee only after all possible efforts to replant trees have been made by directly referencing Section 5.11.100.D.7 (Reforestation Fee.).

C. STAFF RECOMMENDATION: Staff recommends approval.

D. BEAUFORT COUNTY PLANNING COMMISSION: At the September 8, 2022 meeting of the Beaufort County Planning Commission, the Commission voted unanimously to recommend approval of the text amendments.

E. ATTACHMENTS: Revised Community Development Code Section 5.11.60 (River Buffer)

5.11.60 River Buffer

F. Buffer Disturbance. There shall be no disturbance of the river buffer established in Table 5.11.60.A, except as allowed for bulkheads, rip-rap and erosion control devices, view corridors, and other allowable disturbances authorized in this Section.

1. **Re-vegetation.** Any disturbance of the shoreline within the river buffer landwards of the OCRM critical line shall require submission of a re-vegetation plan. A principle objective of the plan is to preserve and replace as much of the on-site pre-construction native vegetation to the extent possible. Other acceptable landscaping plants are found in the SCDHEC publication entitled "Backyard Buffers", publication CR-003206 (11/00). The re-vegetation plan shall be prepared by a landscape designer or landscape architect. The re-vegetation plan shall be designed so that upon plant maturity, the disturbed area is completely vegetated.
2. **Removal of Trees.** Except for invasive species; see Section 5.11.100.G (Removal of Invasive Tree Species), removal of any tree within a river buffer shall require a tree removal permit; see Section 7.2.50 (Tree Removal Permit). Removal of trees shall require plant back inch for inch (DBH) of trees removed, except in those instances in which a tree is dead, hollow, or has another condition that poses a hazard to people or structures on the property or adjoining property as determined in writing by a certified arborist. In those cases, the tree shall be replaced with one 2.5-inch minimum caliper tree. If all tree inches cannot be planted back on site due to site constraints, the remaining tree inches shall be subject to a general county reforestation fee; see Section 5.11.100.D.3 (Reforestation Fee).
3. **Slope Stabilization of Re-Vegetated Areas.** Re-vegetation of areas landward of the OCRM critical line with slope topography in excess of a 1:3 slope shall also include slope stabilization measures in compliance with SCDOT standards, as set forth in Section 205, Embankment Construction, of the SCDOT Standard Specifications for Highway Construction, Edition of 2000, as amended.
4. **Penalty for Removing Trees Prior to Permitting.** If trees are cut down prior to receiving all necessary permits from the County, mitigation will be required to replace the removed trees. Mitigation shall involve the replanting of trees a minimum of 2.5 caliper inches with a total caliper equal to 2 times that of the DBH of the trees removed. If all tree inches cannot be planted back on site due to site constraints, the remaining tree inches shall be subject to a general county reforestation fee; see Section 5.11.100.D.7 (Reforestation Fee). Reforestation fees will only be considered after all possible mitigation trees are planted within the river buffer.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
AN ORDINANCE AMENDING THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 74 – BUILDING AND BUILDING REGULATIONS, SECTION 74-64, ADOPTION OF BUILDING CODES (AMENDS CODE OF ORDINANCES TO ADOPT THE 2021 STATE MANDATED CODE EDITIONS)
MEETING NAME AND DATE:
Natural Resources Committee - October 10, 2022
PRESENTER INFORMATION:
Chuck Atkinson, ACA Development and Recreation <i>5 Minutes</i>
ITEM BACKGROUND:
On October 6, 2021, the South Carolina Building Codes Council adopted the latest editions of the mandatory codes and appendices with modifications, as referenced in S.C. Code Ann. §6-9-50 (1976, as amended), to be enforced by all municipalities and counties in South Carolina. The Council established the implementation date for local jurisdictions as January 1, 2023. Local adoption of the latest state mandated code editions is required under state law.
PROJECT / ITEM NARRATIVE:
Local adoption of state mandated building code editions
FISCAL IMPACT:
No Fiscal Impact.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny - AN ORDINANCE AMENDING THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 74 – BUILDING AND BUILDING REGULATIONS, SECTION 74-64, ADOPTION OF BUILDING CODES (AMENDS CODE OF ORDINANCES TO ADOPT THE 2021 STATE MANDATED CODE EDITIONS) Move forward to Council for First Reading



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
 110 Centerview Dr • Columbia • SC • 29210
 P.O. Box 11329 • Columbia • SC • 29211-1329
 Phone: 803-896-4688 • contact.bcc@llr.sc.gov • Fax: 803-896-4814
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2021 MODIFICATION INDEX

*Modification Index numbers below are hyperlinked to the referenced modifications. The LLR logo on each modification page links back to index.

MODIFICATION INDEX NUMBER	CODE SECTION	REQUESTING ASSOCIATION/ JURISDICTION	NEW/ CONTINUATION
2021 IBC			
IBC 2021-01	[A] 101.4.7 Existing Buildings	American Concrete Institute (ACI)	New
IBC 2021-02	202 Definitions	BOASC	Continuation
IBC 2021-04	303.4 Assembly Group A-3	BOASC	Continuation
IBC 2021-05	312.1 General "Primitive Camp Structure"	BOASC	Continuation
IBC 2021-07	706.1 General	BOASC	Continuation
IBC 2021-10	1010.2.14 Controlled egress doors in Groups I-1 and I-2 (also in IFC)	Midlands Fire Marshal's Association	New
IBC 2021-11	1016.2 Egress through intervening spaces	BOASC	Continuation
IBC 2021-14	1803.2 Investigations required	BOASC	Continuation
IBC 2021-16	1907.1 General	Structural Engineers	Continuation
IBC 2021-17	2303.2.2 Other means during manufacture	BOASC	Continuation
IBC 2021-18	Appendix H Signs	Structural Engineers	Continuation
2021 IRC			
IRC 2021-01	R202 Definitions - Accepted Eng. Practice	Coastal Code Enforcement Association of SC	Continuation
IRC 2021-02	R202 Definitions - Crawl Space	HBA of SC	New
IRC 2021-04	R301.2.1 Wind Design Criteria	HBA of SC	New
IRC 2021-05	R301.2.2.1 Determination of seismic design category	HBA of SC	New
IRC 2021-06	R302.1 Exterior Walls (Add Exception 6)	Coastal Code Enforcement Association of SC	Continuation
IRC 2021-07	R302.1 Exterior Walls (Add Exception 7)	BOASC	New
IRC 2021-09	R302.4.1 Through penetrations	BOASC	New
IRC 2021-10	R302.5.1 Opening protection	HBA of SC	Continuation
IRC 2021-11	R302.13 Fire Protection of floors	HBA of SC	Continuation
IRC 2021-12	R303.4 Mechanical ventilation	Coastal Code Enforcement Association of SC	Continuation
IRC 2021-13	Figure R307.1 Minimum Fixture Clearances	HBA of SC	Continuation
IRC 2021-15	R311.7.5.1 Risers	Structural Engineers Association of SC	Continuation
IRC 2021-16	R312.1.1 Where required	HBA of SC	Continuation
IRC 2021-17	R312.2 Window fall protection	HBA of SC	Continuation
IRC 2021-18	R313 Automatic Fire Sprinkler Systems	HBA of SC	Continuation
IRC 2021-22	R317.1.1 Field treatment	Structural Engineers Association of SC	Continuation
IRC 2021-23	R318.1 Subterranean termite control methods	HBA of SC	Continuation
IRC 2021-24	R318.4 Foam Plastic Protection	HBA of SC	Continuation
IRC 2021-25	R318.5 Termite Inspection Strip	HBA of SC	New
IRC 2021-28	R322.1 General	BOASC	Continuation
IRC 2021-29	R326.3 Story above grade plane	HBA of SC	New
IRC 2021-31	R404.1.9.2 Masonry Piers Supporting floor girders	HBA of SC & Structural Engineers Association of SC	Continuation

MODIFICATION INDEX NUMBER	CODE SECTION	REQUESTING ASSOCIATION/ JURISDICTION	NEW/ CONTINUATION
IRC 2021-32	R408.3 Unvented Crawl Space	Structural Engineers Association of SC	Continuation
IRC 2021-33	R408.3(2.2) Unvented crawl space	HBA of SC	New
IRC 2021-34	R408.4 Access	HBA of SC	Continuation
IRC 2021-35	R408.8 Under-floor vapor retarder	HBA of SC	New
IRC 2021-36	R502.11.4 Truss design drawings	HBA of SC	Continuation
IRC 2021-37	R506.2.3 Vapor retarder	Structural Engineers Association of SC	Continuation
IRC 2021-38	R606.7 Piers	Structural Engineers Association of SC	Continuation
IRC 2021-39	R802.10.1 Truss design drawings	HBA of SC	Continuation
IRC 2021-40	R905.2.8.5 Drip Edge	HBA of SC	Continuation
IRC 2021-41	Chapter 11 Energy Efficiency	HBA of SC	Continuation
IRC 2021-42	M1411.6 Insulation of refrigerant piping	HBA of SC	Continuation
IRC 2021-43	M1411.9 Locking access port caps	HBA of SC	Continuation
IRC 2021-44	M1502.3 Duct termination	HBA of SC	Continuation
IRC 2021-45	M1502.4.2 Duct Installation	HBA of SC	Continuation
IRC 2021-46	M1502.4.6 Duct length	HBA of SC	Continuation
IRC 2021-47	M1503.6 Makeup air	HBA of SC	Continuation
IRC 2021-48	M1504.3 Exhaust Openings	HBA of SC	Continuation
IRC 2021-49	M1601.4.1 Joints, Seams and Connections	HBA of SC	Continuation
IRC 2021-50	G2418.2 Design and installation	HBA of SC	Continuation
IRC 2021-51	P2503.6 Shower liner test	HBA of SC	Continuation
IRC 2021-52	P2503.6 Shower liner test	HBA of SC	New (Adds to continuation)
IRC 2021-53	P2603.2.1 Protection against physical damage	HBA of SC	New
IRC 2021-54	P2603.5 Freezing	HBA of SC	Continuation
IRC 2021-55	P2603.5 Freezing	HBA of SC	New (Adds to continuation)
IRC 2021-56	P2705.1 (3) General	HBA of SC	New
IRC 2021-57	P2708.4 Shower control valves	HBA of SC	New
IRC 2021-58	P2713.3 Bathtub and whirlpool bathtub valves	HBA of SC	New
IRC 2021-60	P2903.10 Hose bibb	HBA of SC	Continuation
IRC 2021-62	P2904.2.4.2.1 Additional requirements for pendant sprinklers	SC Master Plumbers Association	New
IRC 2021-66	E3606.5 Surge Protection	HBA of SC	New
IRC 2021-67	E3802.4 In unfinished basements	HBA of SC	Continuation
IRC 2021-69	E3901.4.2 (1) – Island and peninsular countertops and work spaces	HBA of SC	New
IRC 2021-70	E3902 Ground-Fault & Arc-Fault Circuit-Interrupter Protection	HBA of SC	New
IRC 2021-71	E3902.5 Basement Receptacles	HBA of SC	New
IRC 2021-73	E3902.17 Arc-Fault Circuit Interrupter Protection	HBA of SC	Continuation
IRC 2021-75	E4002.14 Tamper-resistant receptacles	HBA of SC	New
IRC 2021-76	Chapter 44 Referenced Standards	AHRI	New
IRC 2021-77	Appendix AH Patio Covers	Structural Engineers Association of SC	Continuation
IRC 2021-78	Appendix AJ Existing Buildings and Structures	Structural Engineers Association of SC	Continuation
IRC 2021-79	Appendix AQ Tiny Houses	BOASC	Continuation

MODIFICATION INDEX NUMBER	CODE SECTION	REQUESTING ASSOCIATION/ JURISDICTION	NEW/ CONTINUATION
2021 IFC			
IFC 2021-02	202 General definitions - Primitive camp structure	BOASC	Continuation
IFC 2021-03	202 General definitions - A-3 occupancies	BOASC	Continuation
IFC 2021-04	202 General definitions - Recreational Fire	SC Fire Marshal's Association	Continuation
IFC 2021-05	315.3.3 Equipment rooms	Midlands Fire Marshal's Association	New
IFC 2021-07	319.11 Clearance requirements (New Section)	Midlands Fire Marshal's Association	New
IFC 2021-08	503.1.2 Additional Access	HBA of SC	New
IFC 2021-09	503.1.2.1 One- or two-family dwelling residential developments having less than 50 units (New section)	HBA of SC	New
IFC 2021-10	503.2.1 Dimensions	HBA of SC	Continuation
IFC 2021-11	507.1 Required water supply	Charleston Fire Department	Continuation
IFC 2021-12	507.5.1 Where Required	Charleston Fire Department	Continuation
IFC 2021-13	507.5.1.1 Hydrant for standpipe systems	Midlands Fire Marshal's Association	New
IFC 2021-14	507.5.4 Obstruction	Midlands Fire Marshal's Association	New
IFC 2021-16	607.1 General	Midlands Fire Marshal's Association	New
IFC 2021-19	901.6.3 Records	Charleston Fire Department	Continuation
IFC 2021-22	907.6.5 Access	Midlands Fire Marshal's Association	New
IFC 2021-24	1010.2.14 Controlled egress doors in Groups I-1 and I-2 (Also in IBC)	Midlands Fire Marshal's Association	New
IFC 2021-25	1016.2 Egress through intervening spaces	Charleston Fire Department	Continuation
IFC 2021-31	2303.2.2 Testing (New section)	Midlands Fire Marshal's Association	New
IFC 2021-33	2305.5 Fire extinguishers	Midlands Fire Marshal's Association	New
IFC 2021-34	2307.4 Location of dispensing operations and equipment	SCPGA	Continuation
IFC 2021-35	2307.7 Public fueling of motor vehicles	SCPGA	Continuation
IFC 2021-38	6101.1 Scope	SC Fire Marshal's Association	Continuation
IFC 2021-41	6106.1 Attendants	SC Fire Marshal's Association	Continuation
IFC 2021-42	6107.4 Protecting containers from vehicles	SC Fire Marshal's Association	Continuation
IFC 2021-43	6109.13 Protection of containers	SC Fire Marshal's Association	Continuation
IFC 2021-44	6110.1 Removed from service	SC Fire Marshal's Association	Continuation
IFC 2021-45	6111.2.1 Near residential, educational and institutional occupancies and other high-risk areas	SC Fire Marshal's Association	Continuation
2021 IPC			
IPC 2021-01	202 General Definitions - Drinking Fountain	Carolinas AGC	New
IPC 2021-02	202 General Definitions - Bottle Filling Station	Carolinas AGC	New
IPC 2021-03	202 General Definitions - Water Cooler	Carolinas AGC	New
IPC 2021-04	202 General Definitions - Water Dispenser	Carolinas AGC	New
IPC 2021-05	Table 403.1 Minimum number of required plumbing fixtures	Carolinas AGC	New
IPC 2021-06	410.4 Substitution	Carolinas AGC	New
2021 IMC			
IMC 2021-01	504.9.2 Duct Installation	BOASC	Continuation
IMC 2021-02	Table 1103.1 Refrigerant Classification Amount and OEL	AHRI	New

MODIFICATION INDEX NUMBER	CODE SECTION	REQUESTING ASSOCIATION/ JURISDICTION	NEW/ CONTINUATION
IMC 2021-03	1104.3 System Application Requirements	AHRI	New
IMC 2021-04	Chapter 15 Referenced Standards	AHRI	New
2021 IFGC			
IFGC 2021-01	401.9 Identification	SCPGA	Continuation
IFGC 2021-02	401.10 Third-party testing and certification	SCPGA	Continuation
IFGC 2021-03	412.4 Listed equipment	SCPGA	Continuation
IFGC 2021-04	412.6 Location	SCPGA	Continuation
IFGC 2021-05	412.8.3 Vehicle impact protection	SCPGA	Continuation
IFGC 2021-06	412.10 Private fueling of motor vehicles	SCPGA	Continuation
IFGC 2021-07	505.1.1 Commercial cooking appliances vented by exhaust hoods	Piedmont Natural gas	Continuation
2020 NEC			
NEC 2020-03	210.8(A)(5) Basements	HBA of SC	New
NEC 2020-04	210.8(F) Outdoor Outlets	HBA of SC	New
NEC 2020-05	210.12 Arc-Fault Circuit-Interpreter Protection	HBA of SC	New
NEC 2020-06	230.67 Surge Protection	HBA of SC	New



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-01

Code Section: [A] 101.4.7 Existing Buildings

Modification:

[A] 101.4.7 Existing buildings. The provisions of the South Carolina Existing Building Code shall apply to matters governing the repair, alternation, change of occupancy, addition to and relocation of existing buildings.

101.4.7.1 Structural Concrete. In addition, assessment, repairs, and restoration of structural concrete in accordance with ACI 562 shall be permitted.

Exception:
ACI 562 shall not be used for the evaluation or design of repairs or rehabilitation of elements of seismic force-resisting system that result in strength, stiffness, or ductility of those elements different from the pre-damage condition.

Add new referenced standard to Chapter 16 as follows:

ACI American Concrete Institute
38800 Country Club Drive
Farmington Hills, MI 48331
Standard reference number Title Referenced in code section number
562-19 Code Requirements for Assessment, Repair, and Rehabilitation of Existing Concrete Structures
101.4.7.1

Proponent: American Concrete Institute (ACI)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
n/a		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-02

Code Section: 202 Definitions

Modification:

VAPOR RETARDER, GROUND CONTACT. Ground contact vapor retarder class shall be defined using the requirements of ASTM E1745, Class A, B, or C-Standard specification for water vapor retarders used in contact with soil or granular fill under concrete slabs.

PRIMITIVE CAMP STRUCTURE. Shall include any structure permanent or temporary in nature, used for outdoor camping (transient), open on at least one side with no fully enclosed habitable spaces, less than 400 square feet under roof, and not classified as a residential occupancy due to lack of electrical, plumbing, mechanical and sprinkler systems.

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IBC 2018	IBC 2018 01	202



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-04

Code Section: 303.4 Assembly Group A-3

Modification:

303.4 Assembly Group A-3. Group A-3 occupancy includes assembly uses intended for worship, recreation or amusement and other assembly uses not classified elsewhere in Group A including, but not limited to:

- Amusement arcades
- Art galleries
- Bowling alleys
- Community halls
- Courtrooms
- Dance halls (not including food or drink consumption)
- Exhibition halls
- Funeral parlors
- Greenhouses* for the conservation and exhibition of plants that provide public access
- Gymnasiums (without spectator seating)
- Indoor *swimming pools* (without spectator seating)
- Indoor tennis courts (without spectator seating)
- Lecture halls
- Libraries
- Museums
- Places of religious worship*
- Pool and billiard parlors
- Structures, without a commercial kitchen, used in agritourism activity as defined by S.C. Code Ann. 46-53-10(1)
- Waiting areas in transportation terminals

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IBC 2018	IBC 2018 02	303.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-05

Code Section: 312.1 General.

Modification:

SECTION 312

UTILITY AND MISCELLANEOUS GROUP U

312.1 General. Buildings and structures of an accessory character and miscellaneous structures not classified in any specific occupancy shall be constructed, equipped and maintained to conform to the requirements of this code commensurate with the fire and life hazard incidental to their occupancy. Group U shall include, but not be limited to, the following:

- Agricultural buildings*
- Aircraft hangars, accessory to a one- or two-family residence (see Section 412.4)
- Barns
- Carports
- Communication equipment structures with a *gross floor area* of less than 1,500 square feet (139 m²)
- Fences more than 7 feet (2134 mm) in height
- Grain silos, accessory to a residential occupancy
- Livestock shelters
- Primitive Camp Structures**
- Private garages*
- Retaining walls
- Sheds
- Stables

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IBC 2018	IBC 2018 03	312.1



South Carolina Department of Labor, Licensing and Regulation
 South Carolina Building Codes Council
 2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-07

Code Section: 706.1 General

Modification:

706.1 General. *Fire walls* shall be constructed in accordance with Sections 706.2 through 706.11. Each portion of a building separated by one or more firewalls may be considered a separate building. The extent and location of such *fire walls* shall provide a complete separation. Where a *fire wall* separates occupancies that are required to be separated by a *fire barrier wall*, the most restrictive requirements of each separation shall apply.

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IBC 2018	IBC 2018 05	706.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-10

Code Section: 1010.2.14 Controlled egress doors in Group I-1 and I-2

Modification:

1010.2.14 Controlled egress doors in Groups I-1, I-2, and I-4 (Adult Day Care Occupancy only).

Electric locking systems, including electro-mechanical locking systems and electromagnetic locking systems, shall be permitted to be locked in the means of egress in Group I-1, I-2, and I-4 (Adult Day Care occupancy only) occupancies where the clinical needs of persons receiving care require their containment. Controlled egress doors shall be permitted in such occupancies where the building is equipped throughout with an automatic sprinkler system in accordance with Section 903.3.1.1 or an approved automatic smoke detection system installed in accordance with Section 907, provided that the doors are installed and operate in accordance with all of the following:

1. The door locks shall unlock on actuation of the automatic sprinkler system or automatic smoke detection system.
2. The door locks shall unlock on loss of power controlling the lock or lock mechanism.
3. The door locking system shall be installed to have the capability of being unlocked by a switch located at the fire command center, a nursing station or other approved location. The switch shall directly break power to the lock.
4. A building occupant shall not be required to pass through more than one door equipped with a controlled egress locking system before entering an exit.
5. The procedures for unlocking the doors shall be described and approved as part of the emergency planning and preparedness required by Chapter 4 of the International Fire Code.
6. All clinical staff shall have the keys, codes or other means necessary to operate the locking systems.
7. Emergency lighting shall be provided at the door.
8. The door locking system units shall be listed in accordance with UL 294.

Exceptions:

1. Items 1 through 4 shall not apply to doors to areas occupied by persons who, because of clinical needs, require restraint or containment as part of the function of a psychiatric or cognitive treatment area.
2. Items 1 through 4 shall not apply to doors to areas where a listed egress control system is utilized to reduce the risk of child abduction from nursery and obstetric areas of a Group I-2 hospital.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
n/a		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-11

Code Section: 1016.2 Egress through intervening spaces

Modification:

1016.2 Egress through intervening spaces. Egress through intervening spaces shall comply with this section.

1. Exit access through an enclosed elevator lobby is permitted. Where access to two or more exits or exit access doorways is required in Section 1006.2.1, access to not less than one of the required exits shall be provided without travel through the enclosed elevator lobbies required by Section 3006 of the South Carolina Building Code. Where the path of exit access travel passes through an enclosed elevator lobby, the level of protection required for the enclosed elevator lobby is not required to be extended to the exit unless direct access to an exit is required by other sections of this code.
2. Egress from a room or space shall not pass through adjoining or intervening rooms or areas, except where such adjoining rooms or areas and the area served are accessory to one or the other, are not a Group H occupancy and provide a discernible path of egress travel to an exit.

Exception: Means of egress are not prohibited through adjoining or intervening rooms or spaces in a Group H, S or F occupancy where the adjoining or intervening rooms or spaces are the same or a lesser hazard occupancy group.
3. An exit access shall not pass through a room that can be locked to prevent egress.
4. Means of egress from dwelling units or sleeping areas shall not lead through other sleeping areas, toilet rooms or bathrooms.

Exception: Dwelling units or sleeping areas in R-1 and R-2 occupancies shall be permitted to egress through other sleeping areas serving adjoining rooms that are part of the same dwelling unit or guest room.
5. Egress shall not pass through kitchens, storage rooms, closets or spaces used for similar purposes.

Exceptions:
 1. Means of egress are not prohibited through a kitchen area serving adjoining rooms constituting part of the same dwelling unit or sleeping unit.
 2. Means of egress are not prohibited through stockrooms in Group M occupancies where all of the following are met:
 - 2.1. The stock is of the same hazard classification as that found in the main retail area.
 - 2.2. Not more than 50 percent of the exit access is through the stockroom.
 - 2.3. The stockroom is not subject to locking from the egress side.
 - 2.4. There is a demarcated, minimum 44-inch-wide (1118 mm) aisle defined by ~~full- or partial-height fixed walls~~ a wall not less than 42 inches high or similar construction that will maintain the required width and lead directly from the retail area to the exit without obstructions.

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IBC 2018	IBC 2018 10	1016.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-14

Code Section: 1803.2 Investigations required

Modification:

1803.2 Investigations required. Geotechnical investigations shall be conducted in accordance with Sections 1803.3 through 1803.5.

Exception:

1. The *building official* shall be permitted to waive the requirement for a geotechnical investigation where satisfactory data from adjacent areas is available that demonstrates an investigation is not necessary for any of the conditions in Sections 1803.5.1 through 1803.5.6 and Sections 1803.5.10 and 1803.5.11.

2. For single story buildings not more than 5,000 sq ft and not more than 30ft in height, a site specification investigation report is not required if the seismic design category is determined by the design professional in accordance with Chapter 20 of ASCE 7.

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IBC 2018	IBC 2018 11	1803.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-16

Code Section: 1907.1 General

Modification:

SECTION 1907

MINIMUM SLAB PROVISIONS

1907.1 General. The thickness of concrete floor slabs supported directly on the ground shall be not less than 3½ inches (89 mm). A 6-mil (0.006 inch; 0.15 mm) 10-mil (0.010 inch) polyethylene ground contact vapor retarder with joints lapped not less than 6 inches (152 mm) shall be placed between the base course or subgrade and the concrete floor slab, or other *approved* equivalent methods or materials shall be used to retard vapor transmission through the floor slab.

Exception: A vapor retarder is not required:

1. For detached structures accessory to occupancies in Group R-3, such as garages, utility buildings or other unheated facilities.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports attached to occupancies in Group R-3.
3. For buildings of other occupancies where migration of moisture through the slab from below will not be detrimental to the intended occupancy of the building.
4. For driveways, walks, patios and other flatwork that will not be enclosed at a later date.
5. Where *approved* based on local site conditions.

Proponent: Structural Engineers' Association of SC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IBC 2018	IBC 2018 12	1907.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-17

Code Section: 2303.2.2 Others means during manufacture

Modification:

2303.2.2 Other means during manufacture. For wood products impregnated with chemicals by other means during manufacture, the treatment shall be an integral part of the manufacturing process of the wood product. The treatment shall provide permanent protection to all surfaces of the wood product. ~~The use of paints, coating, stains or other surface treatments is not an approved method of protection as required in this section.~~

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IBC 2018	IBC 2018 13	2303.2.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-18

Code Section: Appendix H Signs

Modification:

Appendix H was adopted for use statewide.

Appendix H Signs

Appendix H gathers in one place the various code standards that regulate the construction and protection of outdoor signs. Whenever possible, this appendix provides standards in performance language, thus allowing the widest possible application.

Proponent: Structural Engineers Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IBC 2018	IBC 2018 14	Appendix H
IBC 2015	IBC 2015 07	Appendix H
IBC 2012	IBC 2012 05	Appendix H



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-01

Code Section: R202 Definitions

Modification:

ACCEPTED ENGINEERING PRACTICE - The performance design of structures and/or structural elements that vary from prescriptive design methods of this code. Such design shall be made with accepted design standards by a South Carolina licensed Architect or Engineer as permitted by existing state law.

Proponent: Coastal Code Enforcement Association of SC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 01	R202 Definitions
IRC 2015	IRC 2015 01	R202 Definitions
IRC 2012	IRC 2012 01	R202 Definitions



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-02

Code Section: R202 Definitions

Modification:

[RB] CRAWL SPACE. An underfloor space that is not a *basement*. Spaces under decks and porches that do not contain mechanical equipment are not to be considered crawlspaces.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-04

Code Section: R301.2.1 Wind design criteria

Modification:

R301.2.1 Wind design criteria. Buildings and portions thereof shall be constructed in accordance with the wind provisions of this code using the ultimate design wind speed in Table R301.2 as determined from Figure R301.2(2) the previously published maps by the S.C. Building Codes Council. The local building official may delineate the wind design category within their jurisdiction, as long as, it does not surpass those provided on the Applied Technology Council (ATC) website. The structural provisions of this code for wind loads are not permitted where wind design is required as specified in Section R301.2.1.1. Where different construction methods and structural materials are used for various portions of a building, the applicable requirements of this section for each portion shall apply. Where not otherwise specified, the wind loads listed in Table R301.2.1(1) adjusted for height and exposure using Table R301.2.1(2) shall be used to determine design load performance requirements for wall coverings, curtain walls, roof coverings, exterior windows, skylights, garage doors and exterior doors. Asphalt shingles shall be designed for wind speeds in accordance with Section R905.2.4. *Metal roof shingles* shall be designed for wind speeds in accordance with Section R905.4.4. A continuous load path shall be provided to transmit the applicable uplift forces in Section R802.11 from the *roof assembly* to the foundation. Where ultimate design wind speeds in Figure R301.2(2) are less than the lowest wind speed indicated in the prescriptive provisions of this code, the lowest wind speed indicated in the prescriptive provisions of this code shall be used.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-05

Code Section: R301.2.2.1 Determination of seismic design category

Modification:

R301.2.2.1 Determination of seismic design category. Buildings shall be assigned a seismic design category in accordance with the previously published maps by the S.C. Building Codes Council. ~~Figures R301.2.2.1(1) through R301.2.2.1(6).~~ The local building official may delineate the seismic design category within the jurisdiction, as long as, it does not surpass those provided on the Applied Technology Council (ATC) website.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-06

Code Section: R302.1 Exterior walls

Modification:

R302.1 Exterior walls. Construction, projections, openings and penetrations of exterior walls of *dwelling*s and accessory buildings shall comply with Table R302.1(1); or *dwelling*s equipped throughout with an *automatic sprinkler system* installed in accordance with Section P2904 shall comply with Table R302.1(2).

Exceptions:

1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the *fire separation distance*.
2. Walls of *individual dwelling units* and their *accessory structures* located on the same *lot*.
3. Detached tool sheds and storage sheds, playhouses and similar structures exempted from *permits* are not required to provide wall protection based on location on the *lot*. Projections beyond the exterior wall shall not extend over the *lot line*.
4. Detached garages accessory to a *dwelling* located within 2 feet (610 mm) of a *lot line* are permitted to have roof eave projections not exceeding 4 inches (102 mm).
5. Foundation vents installed in compliance with this code are permitted.
6. Fire separation distance.
 - a. The minimum fire separation distance for improvement constructed on a lot shown on: [i] a recorded bonded or final subdivision plat, or [ii] a sketch plan, site plan, plan of phased development or preliminary plat approved by the local governing authority which was recorded or approved prior to the implementation of IRC 2012 which shows or describes lesser setbacks than the fire separation distances provided in Table R302.1(1) shall be equal to the lesser setbacks, but in no event less than 3 feet.
 - b. The minimum fire separation distance for improvements constructed on a lot where the local governing authority has prior to the implementation of IRC 2012: [i] accepted exactions or issued conditions, [ii] granted a special exception, [iii] entered into a development agreement, [iv] approved a variance, [v] approved a planned development district, or [vi] otherwise approved a specific development plan which contemplated or provided for setbacks less than the fire separation distances provided in Table R302.1(1) shall be equal to the lesser setback, but in no event less than 3 feet.

Proponent: Coastal Code Enforcement Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 04	R302.1
IRC 2015	IRC 2015 01	R302.1
IRC 2012	IRC 2012 02	R302.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-07

Code Section: R302.1 Exterior walls

Modification:

R302.1 Exterior walls. Construction, projections, openings and penetrations of exterior walls of *dwelling*s and accessory buildings shall comply with Table R302.1(1); or *dwelling*s equipped throughout with an *automatic sprinkler system* installed in accordance with Section P2904 shall comply with Table R302.1(2).

Exceptions:

1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the *fire separation distance*.
2. Walls of *individual dwelling units* and their *accessory structures* located on the same *lot*.
3. Detached tool sheds and storage sheds, playhouses and similar structures exempted from *permits* are not required to provide wall protection based on location on the *lot*. Projections beyond the exterior wall shall not extend over the *lot line*.
4. Detached garages accessory to a *dwelling* located within 2 feet (610 mm) of a *lot line* are permitted to have roof eave projections not exceeding 4 inches (102 mm).
5. Foundation vents installed in compliance with this code are permitted.
6. Fire separation distance.
 - a. The minimum fire separation distance for improvement constructed on a lot shown on: [i] a recorded bonded or final subdivision plat, or [ii] a sketch plan, site plan, plan of phased development or preliminary plat approved by the local governing authority which was recorded or approved prior to the implementation of IRC 2012 which shows or describes lesser setbacks than the fire separation distances provided in Table R302.1(1) shall be equal to the lesser setbacks, but in no event less than 3 feet.
 - b. The minimum fire separation distance for improvements constructed on a lot where the local governing authority has prior to the implementation of IRC 2012: [i] accepted exactions or issued conditions, [ii] granted a special exception, [iii] entered into a development agreement, [iv] approved a variance, [v] approved a planned development district, or [vi] otherwise approved a specific development plan which contemplated or provided for setbacks less than the fire separation distances provided in Table R302.1(1) shall be equal to the lesser setback, but in no event less than 3 feet.
7. Aesthetic roof and siding projections may extend beyond the common wall of a townhouse unit over an adjoining unit's property line as long as the construction of the projection does not damage the integrity of the fire rated assembly, the projection is completely supported by the common wall, the projection is protected by one hour construction or fire retardant-treated wood, and the projection is limited to 18-inches. These projections shall not contain any plumbing, electrical or mechanical installations. An easement may be required by the jurisdiction to ensure future access to this projection for repair and maintenance.

*Modification adds to modified language in IRC 2021-06.

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-09

Code Section: R302.4.1 Through penetrations

Modification:

R302.4.1 Through penetrations. Through penetrations of fire-resistance-rated wall or floor assemblies shall comply with Section R302.4.1.1 or R302.4.1.2. No penetrations shall pass completely through the fire rated assembly separating townhouse units.

Exceptions:

1. Where the penetrating items are steel, ferrous or copper pipes, tubes or conduits, the annular space shall be protected as follows:
 - 1.1. In concrete or masonry wall or floor assemblies, concrete, grout or mortar shall be permitted where installed to the full thickness of the wall or floor assembly or the thickness required to maintain the fire-resistance rating, provided that both of the following are complied with:
 - 1.1.1. The nominal diameter of the penetrating item is not more than 6 inches (152 mm).
 - 1.1.2. The area of the opening through the wall does not exceed 144 square inches (92 900 mm²).
 - 1.2. The material used to fill the annular space shall prevent the passage of flame and hot gases sufficient to ignite cotton waste where subjected to ASTM E119 or UL 263 time temperature fire conditions under a positive pressure differential of not less than 0.01 inch of water (3 Pa) at the location of the penetration for the time period equivalent to the fire-resistance rating of the construction penetrated.
2. The annular space created by the penetration of water-filled fire sprinkler piping, provided that the annular space is filled using a material complying with Item 1.2 of Exception 1.

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-10

Code Section: R302.5.1 Opening protection

Modification:

R302.5.1 Opening protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and residence shall be equipped with solid wood doors not less than 1³/₈ inches (35 mm) in thickness, solid or honeycomb-core steel doors not less than 1³/₈ inches (35 mm) thick, or 20-minute fire-rated doors. ~~Doors shall be self-latching and equipped with a self-closing or automatic-closing device.~~

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 05	R302.5.1
IRC 2015	IRC 2015 05	R302.5.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-11

Code Section: R302.13 Fire protection of floors

Modification:

R302.13 Fire protection of floors. Floor assemblies that are not required elsewhere in this code to be fire-resistance rated, shall be provided with a 1/2-inch (12.7 mm) gypsum wallboard membrane, 5/8-inch (16 mm) *wood structural panel* membrane, or equivalent on the underside of the floor framing member. Penetrations or openings for ducts, vents, electrical outlets, lighting, devices, luminaires, wires, speakers, drainage, piping and similar openings or penetrations shall be permitted.

Exceptions:

1. Floor assemblies located directly over a space protected by an automatic sprinkler system in accordance with Section P2904, NFPA 13D, or other *approved* equivalent sprinkler system.
2. ~~Floor assemblies located directly over a crawl space not intended for storage or for the installation of fuel-fired or electric-powered heating appliances.~~ Floor assemblies located directly over a crawl space.
3. Portions of floor assemblies shall be permitted to be unprotected where complying with the following:
 - 3.1. The aggregate area of the unprotected portions does not exceed 80 square feet (7.4 m²) per story.
 - 3.2. Fireblocking in accordance with Section R302.11.1 is installed along the perimeter of the unprotected portion to separate the unprotected portion from the remainder of the floor assembly.
4. Wood floor assemblies using dimension lumber or *structural composite lumber* equal to or greater than 2-inch by 10-inch (50.8 mm by 254 mm) nominal dimension, or other *approved* floor assemblies demonstrating equivalent fire performance.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 06	R302.13
IRC 2015	IRC 2015 06	R302.13



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-12

Code Section: R303.4 Mechanical ventilation

Modification:

R303.4 Mechanical ventilation. Buildings and *dwelling units* complying with Section N1102.4.1 shall be provided with mechanical ventilation in accordance with Section M1505, or with other *approved* means of ventilation.

(Section deleted without substitution)

Proponent: Coastal Code Enforcement Association of SC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 07	R303.4
IRC 2015	IRC 2015 07	R303.4
IRC 2012	IRC 2012 05	R303.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-13

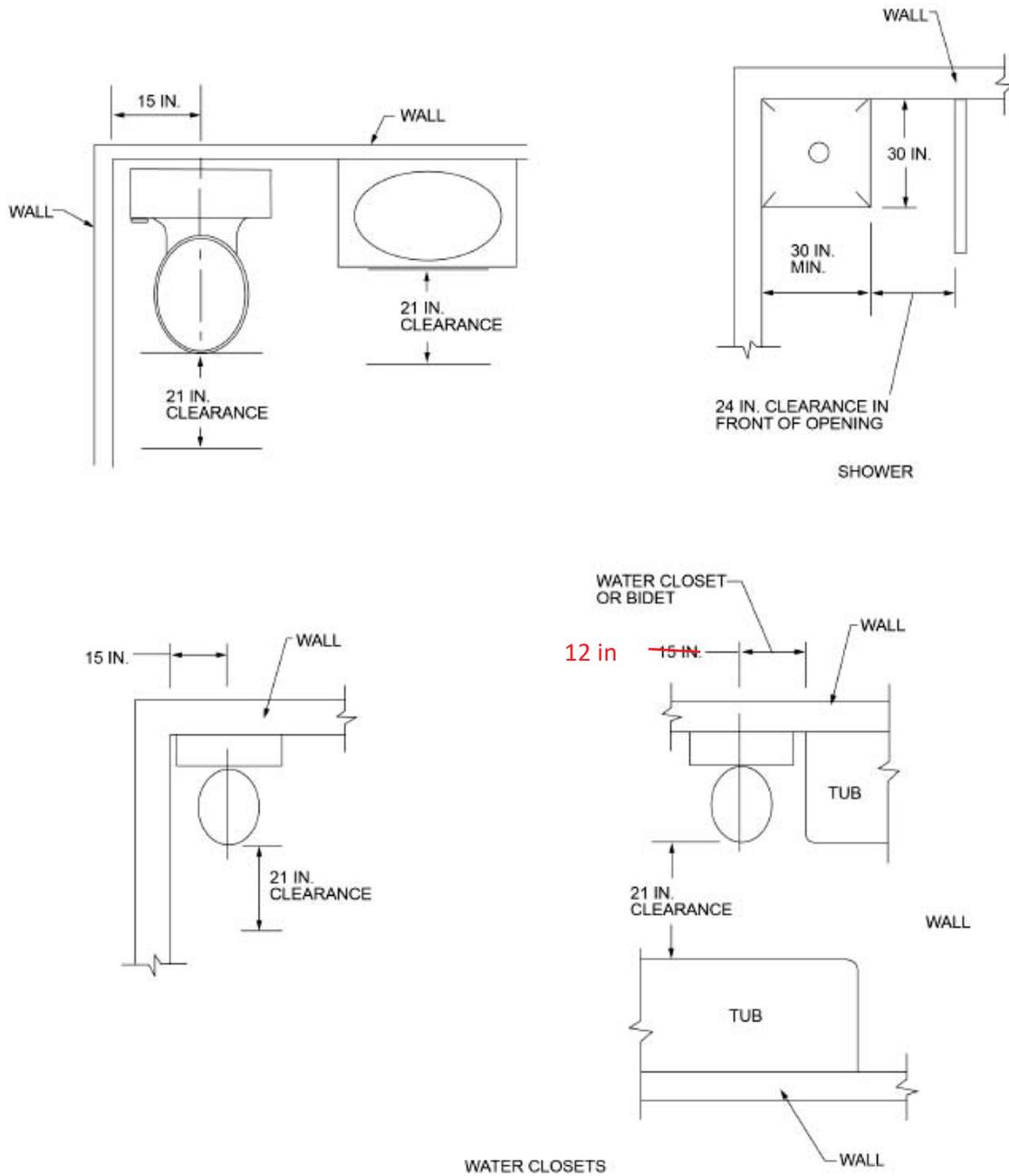
Code Section: Figure R307.1 Minimum Fixture Clearances

Modification:

Change the minimum dimension for the side clearance between bathtub and water closet or bidet from 15 inches to 12 inches. See Figure on next page.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 08	Figure R307.1
IRC 2015	IRC 2015 08	Figure R307.1
IRC 2012	IRC 2012 06	Figure R307.1
IRC 2006	IRC 2006 09	Figure R307.1
IRC 2003	IRC 2003 05	Figure R307.2



For SI: 1 inch = 25.4 mm.

FIGURE R307.1
MINIMUM FIXTURE CLEARANCES



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-15

Code Section: R311.7.5.1 Risers

Modification:

R311.7.5.1 Risers. The maximum riser height shall be ~~not more than 7¾ inches (196 mm).~~ The maximum riser height for masonry stairs shall be 8 inches (203 mm). The *riser* height shall be measured vertically between leading edges of the adjacent treads. The greatest *riser* height within any flight of stairs shall not exceed the smallest by more than 3/8 inch (9.5 mm). *Risers* shall be vertical or sloped from the underside of the *nosing* of the tread above at an angle not more than 30 degrees (0.51 rad) from the vertical. At open *risers*, openings located more than 30 inches (762 mm), as measured vertically, to the floor or *grade* below shall not permit the passage of a 4-inch-diameter (102 mm) sphere.

Exceptions:

1. The opening between adjacent treads is not limited on *spiral-stairways* stairs with a total rise of 30 inches (762 mm) or less.
2. The *riser* height of *spiral stairways* shall be in accordance with Section R311.7.10.1.

Proponent: Structural Engineers Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 09	R311.7.5.1
IRC 2015	IRC 2015 09	R311.7.5.1
IRC 2012	IRC 2012 07	R311.7.5.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-16

Code Section: R312.1.1 Where required

Modification:

R312.1.1 Where required. *Guards* shall be provided for those portions of open-sided walking surfaces, including floors, stairs, *ramps* and landings that are located more than 30 inches (762 mm) measured vertically to the floor or *grade* below at any point within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a *guard*.

Guards shall be located along-open sided walking surfaces of all decks, porches, balconies, floors, stairs, ramps and landings that are located more than 30 inches measured vertically to the floor or grade below and at any point where a downward slope exceeds 3V:12H within 36 inches (914 mm) horizontally to the edge of the open side. Insect screening shall not be considered as a guard.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 10	R312.1.1
IRC 2015	IRC 2015 10	R312.1.1
IRC 2012	IRC 2012 08	R312.1.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-17

Code Section: R312.2 Window fall protection

Modification:

R312.2 Window fall protection. Window fall protection shall be provided in accordance with Sections R312.2.1 and R312.2.2

Deleted without substitution.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 11	R312.2
IRC 2015	IRC 2015 11	R312.2
IRC 2012	IRC 2012 09	R312.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-18

Code Section: R313 Automatic Fire Sprinkler Systems

Modification:

SECTION R313
AUTOMATIC FIRE SPRINKLER SYSTEMS

R313.1 Townhouse automatic fire sprinkler systems. An automatic residential fire sprinkler system shall not be required to be installed in townhouses when constructed in accordance with R302.2.

Exception: An automatic residential fire sprinkler system shall not be required where *additions* or *alterations* are made to existing *townhouses* that do not have an automatic residential fire sprinkler system installed.

R313.1.1 Design and installation. Automatic residential fire sprinkler systems for *townhouses* when installed shall be designed and installed in accordance with Section P2904 or NFPA 13D.

R313.2 One- and two-family dwellings automatic sprinkler systems. An automatic residential fire sprinkler system shall be installed shall not be required to be installed in one- and two-family dwellings.

Exception: An automatic residential fire sprinkler system shall not be required for *additions* or *alterations* to existing buildings that are not already provided with an automatic residential fire sprinkler system.

R313.2.1 Design and installation. Automatic residential fire sprinkler systems when installed shall be designed and installed in accordance with Section P2904 or NFPA 13D.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 12	R313
IRC 2015	IRC 2015 12	R313
IRC 2012	IRC 2012 10	R313.1
IRC 2012	IRC 2012 11	R313.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-22

Code Section: R317.1.1 Field treatment

Modification:

R317.1.1 Field treatment. Field-cut ends, notches and drilled holes of preservative-treated wood shall be treated in the field in accordance with AWP A M4 or in accordance with the preservative-treated wood product manufacturer's recommendations.

Proponent: Structural Engineers Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 14	R317.1.1
IRC 2015	IRC 2015 13	R317.1.1
IRC 2012	IRC 2012 12	R317.1.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-23

Code Section: R318.1 Subterranean termite control methods

Modification:

R318.1 Subterranean termite control methods. In areas subject to damage from termites as indicated by Table R301.2, protection shall be by one, or a combination, of the following methods:

1. Chemical termiticide treatment in accordance with Section R318.2.
2. Termite-baiting system installed and maintained in accordance with the *label*.
3. Pressure-preservative-treated wood in accordance with the provisions of Section R317.1.
4. Naturally durable termite-resistant wood.
5. Physical barriers in accordance with Section R318.3 and used in locations as specified in Section R317.1.
6. Cold-formed steel framing in accordance with Sections R505.2.1 and R603.2.1.
7. Treatments may be conducted as outlined in Section 27-1085 of the Rules and Regulations for the Enforcement of the SC Pesticide Control Act and enforced by the Clemson University Department of Pesticide Regulation.

Proponent: Home Builders Association of SC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 15	R318.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-24

Code Section: R318.4 Foam plastic protection

Modification:

R318.4 Foam plastic protection. In areas where the probability of termite infestation is “very heavy” as indicated in Figure R318.4, extruded and expanded polystyrene, polyisocyanurate and other foam plastics shall not be installed on the exterior face or under interior or exterior foundation walls or slab foundations located below *grade*. The clearance between foam plastics installed above *grade* and exposed earth shall be not less than 6 inches (152 mm). For crawl space applications, foam plastic shall be installed so as to provide a termite inspection gap of no less than 6 inches along the top of the foundation wall and foundation sill plate.

Exceptions:

1. Buildings where the structural members of walls, floors, ceilings and roofs are entirely of *noncombustible materials* or pressure-preservative-treated wood.
2. Where in addition to the requirements of Section R318.1, an *approved* method of protecting the foam plastic and structure from subterranean termite damage is used.
3. On the interior side of basement *walls*.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 16	R318.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-25

Code Section: R318.5 Termite Inspection Strip

Modification:

R318.5 Termite Inspection Strip. Where foam plastic is applied in accordance with R318.4 a continuous 6” strip centered along the sill plate shall be left open for termite activity inspection.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-28

Code Section: R322.1 General

Modification:

R322.1 General. Buildings and structures constructed in whole or in part in flood hazard areas, including A or V Zones and Coastal A Zones, as established in Table R301.2, and substantial improvement and *repair* of substantial damage of buildings and structures in flood hazard areas, shall be designed and constructed in accordance with the provisions contained in this section. Buildings and structures that are located in more than one flood hazard area shall comply with the provisions associated with the most restrictive flood hazard area. Buildings and structures located in whole or in part in identified floodways shall be designed and constructed in accordance with ASCE 24. Where there is a conflict with this code section and a locally adopted flood ordinance, the more restrictive provision shall apply.

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 18	R322.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-29

Code Section: R326.3 Story above grade plane

Modification:

R326.3 Story above grade plane. A habitable attic shall be considered a story above *grade plane*.

Exceptions: A habitable attic shall not be considered to be a story above *grade plane* provided that the habitable attic meets all the following:

1. The aggregate area of the habitable attic is either of the following:
 - 1.1. Not greater than ~~one-third~~ three-fourths of the floor area of the story below.
 - 1.2. Not greater than ~~one-half~~ of the floor area of the story below where the habitable attic is located within a dwelling unit equipped with a fire sprinkler system in accordance with Section P2904.
2. The occupiable space is enclosed by the roof assembly above, knee walls, if applicable, on the sides and the floor-ceiling assembly below.
3. The floor of the habitable attic does not extend beyond the exterior walls of the story below.
4. Where a habitable attic is located above a third story, the dwelling unit or townhouse unit shall be equipped with a fire sprinkler system in accordance with Section P2904.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-31

Code Section: R404.1.9.2 Masonry piers supporting floor girders

Modification:

R404.1.9.2 Masonry piers supporting floor girders. Masonry piers supporting wood girders sized in accordance with Tables R602.7(1) and R602.7(2) shall be permitted in accordance with this section. Piers supporting girders for interior bearing walls shall have a minimum nominal dimension of 12 inches (305 mm) and a maximum height of 10 feet (3048 mm) be filled solidly with grout or type M or S mortar and shall have a minimum nominal dimension of 8 inches (203 mm) and a maximum height not exceeding 10 times the nominal thickness from top of footing to bottom of sill plate or girder. Piers supporting girders for exterior bearing walls shall have a minimum nominal dimension of 12 inches (305 mm) and a maximum height of 4 feet (1220 mm) from top of footing to bottom of sill plate or girder. Piers supporting beams and girders for exterior bearing walls shall be filled solidly with grout or type M or S mortar, shall contain a minimum of one #4 (13 mm) dowel mid-depth, and shall have a minimum nominal dimension of 8 inches (203 mm) and a maximum height of 4 times the nominal thickness from top of footing to bottom of sill plate or girder unless it can be shown by accepted engineering practice that there is sufficient foundation wall along the foundation line to resist the imposed lateral loads, in which case the maximum height shall not exceed 10 times the nominal thickness. Girders and sill plates shall be anchored to the pier or footing in accordance with Section R403.1.6 or Figure R404.1.5.3. Floor girder bearing shall be in accordance with Section R502.6.

Proponent: HBA of SC & Structural Engineers Association of SC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 20	R404.1.9.2
IRC 2015	IRC 2015 16	R404.1.9.2
IRC 2012	IRC 2012 13	R404.1.9.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-32

Code Section: R408.3 Unvented crawl space

Modification:

R408.3 Unvented crawl space. For unvented under-floor spaces, the following items shall be provided:

1. Exposed earth shall be covered with a continuous ~~Class I~~ vapor retarder meeting ASTM E1745 Class A. Joints of the vapor retarder shall overlap by 6 inches (152 mm) and shall be sealed or taped. The edges of the vapor retarder shall extend not less than 6 inches (152 mm) up the stem wall and shall be attached and sealed to the stem wall or insulation.
2. One of the following shall be provided for the under-floor space:
 - 2.1. Continuously operated mechanical exhaust ventilation at a rate equal to 1 cubic foot per minute (0.47 L/s) for each 50 square feet (4.7m²) of *crawl space* floor area, including an air pathway to the common area (such as a duct or transfer grille), and perimeter walls insulated in accordance with Section N1102.2.10.1 of this code.
 - 2.2. *Conditioned air* supply sized to deliver at a rate equal to 1 cubic foot per minute (0.47 L/s) for each 50 square feet (4.7 m²) of under-floor area, including a return air pathway to the common area (such as a duct or transfer grille), and perimeter walls insulated in accordance with Section N1102.2.10.1 of this code.
 - 2.3. Plenum in existing structures complying with Section M1601.5, if under-floor space is used as a plenum.
 - 2.4. Dehumidification sized in accordance with manufacturer's specifications.

Proponent: Structural Engineers Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 21	R408.3



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-33

Code Section: R408.3(2.2) Unvented crawl space

Modification:

R408.3 Unvented crawl space. For unvented under-floor spaces, the following items shall be provided:

1. Exposed earth shall be covered with a continuous vapor retarder meeting ASME E1745 Class A. Joints of the vapor retarder shall overlap by 6 inches (152 mm) and shall be sealed or taped. The edges of the vapor retarder shall extend not less than 6 inches (152 mm) up the stem wall and shall be attached and sealed to the stem wall or insulation.
2. One of the following shall be provided for the underfloor space:
 - 2.1. Continuously operated mechanical exhaust ventilation at a rate equal to 1 cubic foot per minute (0.47 L/s) for each 50 square feet (4.7m²) of *crawl space* floor area, including an air pathway to the common area (such as a duct or transfer grille), and perimeter walls insulated in accordance with Section N1102.2.10.1 of this code.
 - 2.2. *Conditioned air* supply sized to deliver at a rate equal to 1 cubic foot per minute (0.47 L/s) for each 50 square feet (4.7 m²) of underfloor area, including a return air pathway to the common area (such as a duct or transfer grille), and perimeter walls insulated in accordance with ~~Section N1102.2.10.1 of this code~~ the S.C. Energy Code.
 - 2.3. Plenum in existing structures complying with Section M1601.5, if under-floor space is used as a plenum.
 - 2.4. Dehumidification sized in accordance with manufacturer's specifications.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-34

Code Section: R408.4 Access

Modification:

R408.4 Access. Access shall be provided to all under-floor spaces. Access openings through the floor shall be not smaller than 18 inches by 24 inches (457 mm by 610 mm). Openings through a perimeter wall shall be not less than 16 inches by 24 inches (407 mm by 610 mm). Where any portion of the through-wall access is below *grade*, an areaway not less than 16 inches by 24 inches (407 mm by 610 mm) shall be provided. The bottom of the areaway shall be below the threshold of the access opening. ~~Through wall access openings shall not be located under a door to the residence.~~ See Section M1305.1.3 for access requirements where mechanical *equipment* is located under floors.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 22	R408.4
IRC 2015	IRC 2015 17	R408.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-35

Code Section: R408.8 Under-floor vapor retarder

Modification:

R408.8 Under-floor vapor retarder. In Climate Zones 1A, 2A and 3A below the warm-humid line, a continuous Class I or II vapor retarder shall be provided on the exposed face of air-permeable insulation installed between the floor joists and exposed to the grade in the under-floor space. The vapor retarder shall have a maximum water vapor permeance of 1.5 perms when tested in accordance with Procedure B of ASTM E96.

Exception: The vapor retarder shall not be required in unvented *crawl spaces* constructed in accordance with Section R408.3.

Deleted without substitution.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-36

Code Section: R502.11.4 Truss design drawings

Modification:

R502.11.4 Truss design drawings. *Truss design drawings*, prepared in compliance with Section R502.11.1, shall be submitted to the *building official* ~~and approved prior to installation at the time of their inspection.~~ *Truss design drawings* shall be provided with the shipment of trusses delivered to the job site. *Truss design drawings* shall include, at a minimum, the information specified as follows:

1. Slope or depth, span and spacing.
2. Location of all joints.
3. Required bearing widths.
4. Design loads as applicable:
 - 4.1. Top chord *live load*.
 - 4.2. Top chord dead load.
 - 4.3. Bottom chord *live load*.
 - 4.4. Bottom chord dead load.
 - 4.5. Concentrated loads and their points of application.
 - 4.6. Controlling wind and earthquake loads.
5. Adjustments to lumber and joint connector design values for conditions of use.
6. Each reaction force and direction.
7. Joint connector type and description, such as size, thickness or gage, and the dimensioned location of each joint connector except where symmetrically located relative to the joint interface.
8. Lumber size, species and grade for each member.
9. Connection requirements for:
 - 9.1. Truss-to-girder-truss.
 - 9.2. Truss ply-to-ply.
 - 9.3. Field splices.
10. Calculated deflection ratio, maximum description for live and total load, or both.
11. Maximum axial compression forces in the truss members to enable the building designer to design the size, connections and anchorage of the permanent continuous lateral bracing. Forces shall be shown on the truss drawing or on supplemental documents.
12. Required permanent truss member bracing location.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 23	R502.11.4
IRC 2015	IRC 2015 18	R502.11.4
IRC 2012	IRC 2012 14	R502.11.4
IRC 2006	IRC 2006 21	R502.11.4
IRC 2003	IRC 2003 17	R502.11.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-37

Code Section: R506.2.3 Vapor retarder

Modification:

R506.2.3 Vapor retarder. A minimum 10-mil (0.010 inch; 0.254 mm) vapor retarder conforming to ASTM E1745 Class A requirements with joints lapped not less than 6 inches (152 mm) shall be placed between the concrete floor slab and the base course or the prepared subgrade where a base course does not exist.

Exception: The vapor retarder is not required for the following:

1. ~~Garages~~, utility buildings and other unheated *accessory structures*.
2. For unheated storage rooms having an area of less than 70 square feet (6.5 m²) and carports.
3. Driveways, walks, patios and other flatwork not likely to be enclosed and heated at a later date.
4. Where *approved* by the *building official*, based on local site conditions.

Proponent: Structural Engineers Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 24	R506.2.3
IRC 2015	IRC 2015 19	R506.2.3



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-38

Code Section: R606.7 Piers

Modification:

R606.7 Piers. The unsupported height of masonry piers shall not exceed 10 times their least dimension. Where structural clay tile or hollow *concrete masonry units* are used for isolated piers to support beams and girders, the cellular spaces shall be filled solidly with grout or Type M or S mortar, except that unfilled hollow piers shall be permitted to be used if their unsupported height is not more than four times their least dimension. Where *hollow masonry units* are solidly filled with grout or Type M, S or N mortar, the allowable compressive stress shall be permitted to be increased as provided in Table R606.9.

Proponent: Structural Engineers Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 25	R606.7
IRC 2015	IRC 2015 20	R606.7



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-39

Code Section: R802.10.1 Truss design drawings

Modification:

R802.10.1 Truss design drawings. *Truss design drawings*, prepared in conformance to Section R802.10.1, shall be provided to the *building official* and ~~approved prior to installation~~ at the time of their inspection. *Truss design drawings* shall be provided with the shipment of trusses delivered to the job site. *Truss design drawings* shall include, at a minimum, the following information:
 (items 1-12 unchanged)

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 26	R802.10.1
IRC 2015	IRC 2015 21	R802.10.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-40

Code Section: R905.2.8.5 Drip edge

Modification:

R905.2.8.5 Drip edge. A drip edge shall be provided at eaves and rake edges of shingle roofs. Adjacent segments of drip edge shall be overlapped not less than 2 inches (51 mm). Drip edges shall extend not less than 1/4 inch (6.4 mm) below the roof sheathing and extend up back onto the *roof deck* not less than 2 inches (51 mm). Drip edges shall be mechanically fastened to the *roof deck* at not more than 12 inches (305 mm) o.c. with fasteners as specified in Section R905.2.5. *Underlayment* shall be installed over the drip edge along eaves and under the drip edge along rake edges. A drip edge shall be provided at eaves and rake edges of asphalt shingle roofs where required by the manufacturer.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 27	R905.2.8.5
IRC 2015	IRC 2015 22	R905.2.8.5



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-41

Code Section: Chapter 11 Energy Efficiency

Modification:

**CHAPTER 11 [RE]
ENERGY EFFICIENCY**

Chapter deleted without substitution. The State of South Carolina has specific energy standards in statutory form (Re: Title 6, Chapter 9, Building Codes and Title 6, Chapter 10, Building Energy Efficiency Standard Act). To eliminate any possible conflicts concerning the insulation requirements for single and two family residential buildings between the International Residential Code and state law, Chapter 11 was deleted.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 28	Chapter 11
IRC 2015	IRC 2015 22	Chapter 11
IRC 2012	IRC 2012 16	Chapter 11
IRC 2006	IRC 2006 27	Chapter 11
IRC 2003	IRC 2003 21	Chapter 11



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-42

Code Section: M1411.6 Insulation and refrigerant piping

Modification:

M1411.6 Insulation of refrigerant piping. Piping and fittings for refrigerant vapor (suction) lines shall be insulated with insulation having a thermal resistivity of ~~not less than R-3~~ at least R 2.5 hr. ft 2 F/Btu and having external surface permeance not exceeding 0.05 perm [2.87 ng/(s × m² × Pa)] when tested in accordance with ASTM E96.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 29	M1411.6
IRC 2015	IRC 2015 24	M1411.6
IRC 2012	IRC 2012 18	M1411.6
IRC 2006	IRC 2006 28	M1411.5
IRC 2003	IRC 2003 22	M1411.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-43

Code Section: M1411.9 Locking access port caps

Modification:

M1411.9 Locking access port caps. Refrigerant circuit access ports located outdoors shall be fitted with locking type tamper-resistant caps or shall be otherwise secured to prevent unauthorized access.

Deleted without substitution.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 30	M1411.8
IRC 2015	IRC 2015 25	M1411.6
IRC 2012	IRC 2012 18	M1411.6



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-44

Code Section: M1502.3 Duct termination

Modification:

M1502.3 Duct termination. Exhaust ducts shall terminate on the outside of the building. Exhaust duct terminations shall be in accordance with the dryer manufacturer's installation instructions. ~~If the manufacturer's instructions do not specify a termination location, the exhaust duct shall terminate not less than 3 feet (914 mm) in any direction from openings into buildings, including openings in ventilated soffits.~~ Exhaust duct terminations shall be equipped with a backdraft damper. Screens shall not be installed at the duct termination.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 31	M1502.3
IRC 2015	IRC 2015 26	M1502.3
IRC 2012	IRC 2012 19	M1502.3
IRC 2006	IRC 2006 29	M1502.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-45

Code Section: M1502.4.2 Duct installation

Modification:

M1502.4.2 Duct installation. Exhaust ducts shall be supported at intervals not to exceed 8 feet and within 16 inches of each side of a joint that is not installed in a vertical orientation, 12 feet (3658 mm) and shall be secured in place, making rigid contact with the duct at not less than 4 equally spaced points or 2/3rds contact if strap is used. All brackets or strapping must be noncombustible. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. The overlap shall comply with Section M1601.4.2. Ducts shall not be joined with screws or similar devices that protrude into the inside of the duct. Exhaust ducts joints shall be sealed in accordance with Section M1601.4.1. and shall be mechanically fastened. Ducts shall not be joined with screws or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct. Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation. The duct work may be ovalized as long as it terminates in an approved duct box. Minor imperfections located on the duct, in areas other than along the seam, do not constitute a violation.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 32	M1502.4.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-46

Code Section: M1502.4.6 Duct length

Modification:

M1502.4.6 Duct length. ~~The maximum allowable exhaust duct length shall be determined by one of the methods specified in Sections M1502.4.6.1 through M1502.4.6.3.~~ The maximum length of a clothes dryer exhaust duct shall not exceed 35 feet (10668 mm) from the dryer location to the wall or roof termination.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 33	M1502.4.5
IRC 2015	IRC 2015 27	M1502.4.4
IRC 2012	IRC 2012 20	M1502.4.4
IRC 2006	IRC 2006 30	M1502.6



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-47

Code Section: M1503.6 Makeup air

Modification:

M1503.6 Makeup air required. Where one or more gas, liquid or solid fuel-burning *appliance* that is neither directvent nor uses a mechanical draft venting system is located within a dwelling unit's air barrier, each exhaust system capable of exhausting in excess of 400 cubic feet per minute (0.19 m³/s) shall be mechanically or passively provided with makeup air at a rate approximately equal to the exhaust air rate. Such makeup air systems shall be equipped with not fewer than one damper complying with Section M1503.6.2.

Exception: Makeup air is not required for exhaust systems installed for the exclusive purpose of space cooling and intended to be operated only when windows or other air inlets are open.

Exhaust hood systems capable of exhausting more than 400 cubic feet per minute (0.19m³ /s) shall be mechanically or naturally provided with makeup air at a rate approximately equal to the exhaust air rate more than 400 cubic feet per minute. Such makeup air systems shall be equipped with not less than one damper. Each damper shall be a gravity damper or an electrically operated damper that automatically opens when the exhaust system operates. Dampers shall be accessible for inspection, service, repair and replacement without removing permanent construction or any other ducts not connected to the damper being inspected, serviced, repaired or replaced.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 34	M1503.6
IRC 2015	IRC 2015 28	M1503.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-48

Code Section: M1504.3 Exhaust openings

Modification:

M1504.3 Exhaust openings. Air exhaust openings shall terminate as follows:

1. Not less than 3 feet (914 mm) from property lines.
2. Not less than 3 feet (914 mm) from gravity air intake openings, operable windows and doors.
3. Not less than 10 feet (3048 mm) from mechanical air intake openings except where the exhaust opening is located not less than 3 feet (914 mm) above the air intake opening. Openings shall comply with Sections R303.5.2 and R303.6.

Exception: Bathrooms, water closets and shower spaces.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 35	M1504.3



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-49

Code Section: M1601.4.1 Joints, Seams and Connections

Modification:

M1601.4.1 Joints, seams and connections. Longitudinal and transverse joints, seams and connections in metallic and nonmetallic ducts shall be constructed as specified in SMACNA *HVAC Duct Construction Standards --Metal and Flexible* and NAIMA *Fibrous Glass Duct Construction Standards*. Joints, longitudinal and transverse seams, and connections in ductwork shall be securely fastened and sealed with welds, gaskets, mastics (adhesives), mastic plus-embedded-fabric systems, liquid sealants or tapes. Tapes and mastics used to seal fibrous glass ductwork shall be *listed* and *labeled* in accordance with UL 181A and shall be marked “181A-P” for pressure sensitive tape, “181 A-M” for mastic or “181 A-H” for heat-sensitive tape.

Tapes and mastics used to seal metallic and flexible air ducts and flexible air connectors shall comply with UL 181B and shall be marked “181 B-FX” for pressure-sensitive tape or “181 BM” for mastic. Duct connections to flanges of air distribution system *equipment* shall be sealed and mechanically fastened. Mechanical fasteners for use with flexible nonmetallic air ducts shall comply with UL 181B and shall be marked 181B-C. Crimp joints for round metallic ducts shall have a contact lap of not less than 1 inch (25 mm) and shall be mechanically fastened by means of not less than three sheet-metal screws or rivets equally spaced around the joint. Closure systems used to seal all ductwork shall be installed in accordance with the manufacturers' instructions.

Exceptions:

1. Spray polyurethane foam shall be permitted to be applied without additional joint seals.
2. Where a duct connection is made that is partially without access, three screws or rivets shall be equally spaced on the exposed portion of the joint so as to prevent a hinge effect.
3. For ducts having a static pressure classification of less than 2 inches of water column (500 Pa), additional closure systems shall not be required for continuously welded joints and seams and locking-type joints and seams. ~~This exception shall not apply to snap-lock and button-lock type joints and seams that are located outside of conditioned spaces.~~

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 36	M1601.4.1
IRC 2015	IRC 2015 29	M1601.4.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-50

Code Section: G2418.2 Design and installation

Modification:

G2418.2 (407.2) Design and installation. *Piping* shall be supported with metal pipe hooks, metal pipe straps, metal bands, metal brackets, metal hangers or building structural components suitable for the size of *piping*, of adequate strength and quality, and located at intervals so as to prevent or damp out excessive vibration. *Piping* shall be anchored to prevent undue strains on connected *appliances* and shall not be supported by other *piping*. Pipe hangers and supports shall conform to the requirements of MSS SP-58 and shall be spaced in accordance with Section G2424. Supports, hangers and anchors shall be installed so as not to interfere with the free expansion and contraction of the *piping* between anchors. The components of the supporting *equipment* shall be designed and installed so that they will not be disengaged by movement of the supported *piping*.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 37	G2418.2
IRC 2015	IRC 2015 30	G2418.2
IRC 2012	IRC 2012 21	G2418.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-51

Code Section: P2503.6 Shower liner test

Modification:

P2503.6 Shower liner test. Where shower floors and receptors are made watertight by the application of materials required by Section P2709.2, the completed liner installation shall be tested. The pipe from the shower drain shall be plugged watertight for the test. The floor and receptor area shall be filled with potable water to a depth of not less than 2 inches (51 mm) measured at the threshold. Where a threshold of not less than 2 inches (51 mm) in height does not exist, a temporary threshold shall be constructed to retain the test water in the lined floor or receptor area to a level not less than 2 inches (51 mm) in depth measured at the threshold. The water shall be retained Shower liner shall be tested to the lesser of the depth of threshold or 2” and shall be operated at normal pressure for a test period of not less than 15 minutes and there shall not be evidence of leakage.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 38	P2503.6
IRC 2015	IRC 2015 31	P2503.6
IRC 2012	IRC 2012 22	P2503.6



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-52

Code Section: P2503.6 Shower liner test

Modification:

P2503.6 Shower liner test. Where shower floors and receptors are made watertight by the application of materials required by Section P2709.2, the completed liner installation shall be tested. Shower liner shall be tested to the lesser of the depth of threshold or 2” and shall be operated at normal pressure for a test period of not less than 15 minutes and there shall not be evidence of leakage. The shower liner test shall be performed at the final plumbing inspection.

*Modification adds to modified language in IRC 2021-51.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-53

Code Section: P2603.2.1 Protection against physical damage

Modification:

P2603.2.1 Protection against physical damage. In concealed locations, where piping, other than cast-iron or galvanized steel, is installed through holes or notches in studs, joists, rafters or similar members less than 1¼ inches (31.8 mm) from the nearest edge of the member, the pipe shall be protected by steel shield plates. Such shield plates shall have a thickness of not less than 0.0575 inch (1.463 mm) (No. 16 Gage). Such plates shall cover the area of the pipe where the member is notched or bored, and shall extend not less than 2 inches (51 mm) above sole plates and below top plates. Steel shield plates shall not be secured with nails or screws, unless required by the manufacturer.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-54

Code Section: P2603.5 Freezing

Modification:

P2603.5 Freezing. In localities having a winter design temperature of 32°F (0°C) or lower as shown in Table R301.2 of this code, a water, soil or waste pipe shall not be installed outside of a building, in exterior walls, in *attics* or crawl spaces, or in any other place subjected to freezing temperature unless adequate provision is made to protect it from freezing by insulation or heat or both. Water service pipe shall be installed not less than 12 inches (305 mm) deep and not less than 6 inches (152 mm) below the frost line.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 39	P2603.5
IRC 2015	IRC 2015 32	P2603.5



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-55

Code Section: P2603.5 Freezing

Modification:

P2603.5 Freezing. In localities having a winter design temperature of 32°F (0°C) or lower as shown in Table R301.2 of this code, a water pipe shall not be installed outside of a building, in exterior walls, in *attics* or crawl spaces, or in any other place subjected to freezing temperature unless adequate provision is made to protect it from freezing by insulation or heat or both. Water service pipe shall be installed not less than 12 inches (305 mm) deep and not less than 6 inches (152 mm) below the frost line.

Exception: Water pipes that are installed on the warm in winter side of the building envelope, i.e. above the insulation line in a floor system or below the insulation line in an attic, do not need additional pipe insulation.

*Modification adds to modified language in IRC 2021-54.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
n/a		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-56

Code Section: P2705.1(3) General

Modification:

P2705.1 General. The installation of fixtures shall conform to the following:

1. Floor-outlet or floor-mounted fixtures shall be secured to the drainage connection and to the floor, where so designed, by screws, bolts, washers, nuts and similar fasteners of copper, copper alloy or other corrosion-resistant material.
2. Wall-hung fixtures shall be rigidly supported so that strain is not transmitted to the plumbing system.
3. Where fixtures come in contact with walls and floors, the contact area shall be watertight.

Exception: Water closets and/or bidets shall not be required to be caulked to flooring surface.

4. Plumbing fixtures shall be usable.
5. Water closets, lavatories and bidets. A water closet, lavatory or bidet shall not be set closer than 15 inches (381 mm) from its center to any side wall, partition or vanity or closer than ~~30 inches (762 mm)~~ 27 inches center-to-center between adjacent fixtures. There shall be a clearance of not less than 21 inches (533 mm) in front of a water closet, lavatory or bidet to any wall, fixture or door.
6. The location of piping, fixtures or equipment shall not interfere with the operation of windows or doors.
7. In flood hazard areas as established by Table R301.2, plumbing fixtures shall be located or installed in accordance with Section R322.1.6.
8. Integral fixture-fitting mounting surfaces on manufactured plumbing fixtures or plumbing fixtures constructed on site, shall meet the design requirements of ASME A112.19.2/CSA B45.1 or ASME A112.19.3/CSA B45.4.

*Modification includes the approved portion of IRC 2021-14 in (5).

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-57

Code Section: P2708.4 Shower control valves

Modification:

P2708.4 Shower control valves. Individual shower and tub/shower combination valves shall be balanced-pressure, thermostatic or combination balanced-pressure/thermostatic valves that conform to the requirements of ASSE 1016/ASME 112.1016/CSA B125.16 or ASME A112.18.1/CSA B125.1. ~~Shower control valves shall be rated for the flow rate of the installed shower head. Such valves shall be installed at the point of use.~~ Shower and tub/shower combination valves required by this section shall be equipped with a means to limit the maximum setting of the valve to 120°F (49°C), which shall be field adjusted in accordance with the manufacturer's instructions to provide water at a temperature not to exceed 120°F (49° C). In-line thermostatic valves shall not be utilized for compliance with this section.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-58

Code Section: P2713.3 Bathtub and whirlpool bathtub valves

Modification:

P2713.3 Bathtub and whirlpool bathtub valves. Bathtubs and whirlpool bathtub valves shall have or be supplied by a water-temperature-limiting device that conforms to ASSE 1070/ASME A112.1070/CSA B125.70, except where such valves are combination tub/shower valves in accordance with Section P2708.4. The water-temperature-limiting device required by this section shall be equipped with a means to limit the maximum setting of the device to 120°F (49°C), and, where adjustable, shall be field-adjusted in accordance with the manufacturer's instructions to provide hot water at a temperature not to exceed 120°F (49°C). Access shall be provided to water-temperature-limiting devices that conform to ASSE 1070/ASME A112.1070/CSA B125.70.

Exception: Access is not required for nonadjustable water-temperature-limiting devices that conform to ASSE 1070/ASME A112.1070/CSA B125.70 and are integral with a fixture fitting, provided that the fixture fitting itself can be accessed for replacement.

Hot water supplied to bathtubs and whirlpool bathtubs shall be limited to a temperature of not greater than 120°F (49°C) by a water-temperature limiting device that conforms to ASSE 1070/ASME A112.1070/CSA B125.70 or CSA B125.3, except where such protection is otherwise provided by a combination tub/shower valve in accordance with Section P2708.4.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-60

Code Section: P2903.10 Hose bib

Modification:

P2903.10 Hose bib. Hose bibbs subject to freezing, including the “frostproof” type, shall be equipped with an accessible stop-and-waste-type valve inside the building so that they can be controlled and drained during cold periods.
Exception: Frostproof hose bibbs installed such that the stem extends through the building insulation into an open heated or *semiconditioned space* need not be separately valved (see Figure P2903.10).

Section deleted without substitution.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 40	P2903.10
IRC 2015	IRC 2015 33	P2903.10



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-62

Code Section: P2904.2.4.2.1 Additional requirements for pendant sprinklers

Modification:

P2904.2.4.2.1 Additional requirements for pendent sprinklers. Pendent sprinklers within 3 feet (915 mm) of the center of a ceiling fan, surface mounted ceiling luminaire or similar object shall be considered to be obstructed, and additional sprinklers shall be installed.

Exception: Pendant sprinklers within 3 feet (915 mm) of the center of a ceiling fan shall not be considered to be obstructed if the total area of the fan blades do not exceed more than 50 percent of the plan area view.

Proponent: South Carolina Master Plumbers Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-66

Code Section: E3606.5 Surge protection

Modification:

~~**E3606.5 Surge protection.** All services supplying one- and two-family dwelling units shall be provided with a surgeprotective device (SPD) installed in accordance with Sections E3606.5.1 through E3606.5.3.~~

~~**E3606.5.1 Location.** The SPD shall be an integral part of the service equipment or shall be located immediately adjacent thereto.~~

~~**Exception:** The SPD shall not be required to be located in the service equipment if located at each next-level distribution equipment downstream toward the load.~~

~~**E3606.5.2 Type.** The SPD shall be a Type 1 or Type 2 SPD.~~

~~**E3606.5.3 Replacement.** Where service equipment is replaced, all of the requirements of this section shall apply. [230.67]~~

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-67

Code Section: E3802.4 In unfinished basements

Modification:

E3802.4 In unfinished basements and crawl spaces. Where Type NM or SE cable is run at angles with joists in unfinished basements and crawl spaces, cable assemblies containing two or more conductors of sizes 6 AWG and larger and assemblies containing three or more conductors of sizes 8 AWG and larger shall not require additional protection where attached directly to the bottom of the joists. Smaller cables shall be run either through bored holes in joists or on running boards. Type NM or SE cable installed on the wall of an unfinished basement shall be permitted to be installed in a *listed* conduit or tubing or shall be protected in accordance with Table E3802.1. Conduit or tubing shall be provided with a suitable insulating bushing or adapter at the point where the cable enters the raceway. The sheath of the Type NM or SE cable shall extend through the conduit or tubing and into the outlet or device box not less than 1/4 inch (6.4 mm). The cable shall be secured within 12 inches (305 mm) of the point where the cable enters the conduit or tubing. Metal conduit, tubing, and metal outlet boxes shall be connected to an equipment grounding conductor complying with Section E3908.14. [334.15(C)]

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 42	E3802.4
IRC 2015	IRC 2015 35	E3802.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-69

Code Section: E3901.4.2 (1) Island and peninsular countertops and work spaces

Modification:

E3901.4.2 Island and peninsular countertops and work spaces. Receptacle outlets shall be installed in accordance with the following: [210.52(C)(2)]

1. At least one receptacle outlet shall be provided for the first 9-square feet 6 feet of length (0.84 m²), or fraction thereof, of the countertop or work surface. ~~A receptacle outlet shall be provided for every additional 18 square feet (1.7 m²), or fraction thereof, of the countertop or work surface.~~ [210.52(C)(2)(a)] A minimum of two receptacle outlets shall be provided for any island over 6 feet long.
2. At least one receptacle outlet shall be located within 2 feet (600 mm) of the outer end of a peninsular countertop or work surface. Additional receptacle outlets shall be permitted to be located as determined by the installer, designer or building owner. The location of the receptacle outlets shall be in accordance with Section E3901.4.3. [210.52(C)(2)(b)]

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-70

Code Section: E3902 Ground-Fault and Arc-Fault Circuit-Interrupter Protection

Modification:

SECTION E3902
GROUND-FAULT AND ARC-FAULT
CIRCUIT-INTERRUPTER PROTECTION

Entire section E3902.1 - E3902.18 modified to remove “through 250 volt” from text.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-71

Code Section: E3902.5 Basement receptacles

Modification:

E3902.5 Basement receptacles. 125-volt receptacles installed in basements and supplied by single phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel. [210.8(A)(5)]

Exceptions:

1. A receptacle supplying only a permanently installed fire alarm or burglar alarm system. A receptacle installed in accordance with this exception shall not be considered as meeting the requirement of Section E3901.9. Receptacles installed in accordance with this exception shall not be considered as meeting the requirement of Section E3901.9. [210.8(A)(5) Exception]

2. Receptacles in walk-out basements are excluded from this requirement.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-73

Code Section: E3902.17 Arc-fault circuit interrupter protection

Modification:

E3902.17 Arc-fault circuit interrupter protection. In areas other than kitchen and laundry areas, Bbranch circuits that supply 120-volt, single-phase, 15- and 20- ampere outlets installed in kitchens, family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreations rooms, closets, hallways, laundry areas and similar rooms or areas shall be protected by any of the following: [210.12(A)]

(language in 1 - 6 unchanged)

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 44	3902.16



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-75

Code Section: E4002.14 Tamper-resistant receptacles

Modification:

E4002.14 Tamper-resistant receptacles. In areas specified in Section E3901.1, 15- and 20-ampere, 125- and 250-volt nonlocking-type receptacles shall be *listed* tamper-resistant receptacles. [406.12]

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-76

Code Section: Chapter 44 Referenced Standards

Modification:

<p>ANCE</p> <p>NMX-J-521/2-40-ANCE --2014/CAN/CSA-22.2 No. 60335-2-40 --12/UL-60335-2-40: Safety of Household and Similar Electric Appliances, Part 2-40: Particular Requirements for Heat Pumps, Air-Conditioners and Dehumidifiers</p> <p>M1403.1, M1412.1, M1413.1</p>	<p style="text-align: right;">Association of Standardization and Certification</p> <p style="text-align: right;">Av. Lázaro Cárdenas No. 869</p> <p style="text-align: right;">Fraccion 3</p> <p style="text-align: right;">Col. Nva. Industrial Vallejo</p> <p style="text-align: right;">Deleg. Gustavo A. Madero</p> <p style="text-align: right;">Mexico, D.F.</p>
<p>CSA</p> <p>CAN/CSA/C22.2 No. 60335-2-40 --2012 2019:</p> <p>M1402.1, M1403.1, M1412.1, M1413.1, M2006.1</p>	<p style="text-align: right;">CSA Group</p> <p style="text-align: right;">8501 East Pleasant Valley Road</p> <p style="text-align: right;">Cleveland, OH 44131-5516</p> <p style="text-align: right;">Safety of Household and Similar Electrical Appliances, Part 2-40: Particular Requirements for Electrical Heat Pumps, Air-Conditioners and Dehumidifiers <u>3rd edition</u></p>
<p>UL</p> <p>UL/CSA/ANCE 60335-2-40 --2012 2019: Standard for Household and Similar Electrical Appliances, Part 2-40: Particular Requirements for Motor-compressors Electrical Heat Pumps, Air-Conditioners and Dehumidifiers</p> <p>M1402.1, M1403.1, M1412.1, M1413.1, M2006.1</p>	<p style="text-align: right;">UL LLC</p> <p style="text-align: right;">333 Pflingsten Road</p> <p style="text-align: right;">Northbrook, IL 60062</p>

Proponent: Air-Conditioning, Heating and Refrigeration Institute (AHRI)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-77

Code Section: Appendix AH Patio Covers

Modification:

**APPENDIX AH
 PATIO COVERS**

Appendix adopted for use statewide.

Proponent: Structural Engineers Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 45	Appendix H
IRC 2015	IRC 2015 36	Appendix H
IRC 2012	IRC 2012 25	Appendix H



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-78

Code Section: Appendix AJ Existing Buildings and Structures

Modification:

APPENDIX AJ
EXISTING BUILDINGS AND STRUCTURES

Appendix adopted for use statewide.

Proponent: Structural Engineers Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 46	Appendix J
IRC 2015	IRC 2015 37	Appendix J



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-79

Code Section: Appendix AQ Tiny Houses

Modification:

**APPENDIX AQ
TINY HOUSES**

Appendix adopted for use statewide.

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IRC 2018	IRC 2018 47	Appendix Q



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-02

Code Section: 202 General definitions

Modification:

Primitive Camp Structure: Shall include any structure permanent or temporary in nature, used for outdoor camping (transient), open on at least one side with no fully enclosed habitable spaces, less than 400 square feet under roof, and not classified as a residential occupancy due to lack of electrical, plumbing, mechanical, and sprinkler systems.

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 02	202



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-03

Code Section: 202 General definitions

Modification:

[BG] Assembly Group A-3. Group A-3 occupancy includes assembly uses intended for worship, recreation or amusement and other assembly uses not classified elsewhere in Group A, including, but not limited to:

- Amusement arcades
- Art galleries
- Bowling alleys
- Community halls
- Courtrooms
- Dance halls (not including food or drink consumption)
- Exhibition halls
- Funeral parlors
- Greenhouses with public access for the conservation and exhibition of plants
- Gymnasiums (without spectator seating)
- Indoor swimming pools (without spectator seating)
- Indoor tennis courts (without spectator seating) Lecture halls
- Libraries
- Museums
- Places of religious worship
- Pool and billiard parlors
- Structures without a commercial kitchen, used in agritourism activity as defined by S.C. Code Ann. 46-53-10(1)
- Waiting areas in transportation terminals

Proponent: BOASC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 03	202



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-04

Code Section: 202 General definitions

Modification:

RECREATIONAL FIRE. An outdoor fire burning materials other than rubbish where the fuel being burned is not contained in an incinerator, outdoor fireplace, portable outdoor fireplace, barbeque grill or barbeque pit and has a total fuel area of 3 feet (914 mm) or less in diameter and 2 feet (610 mm) or less in height for pleasure, religious, ceremonial to include sky lanterns, cooking, warmth or similar purpose.

Proponent: South Carolina Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 01	202
IFC 2015	IFC 2015 01	202
IFC 2012	IFC 2012 01	202



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-05

Code Section: 315.3.3 Equipment rooms

Modification:

315.3.3 Equipment rooms. ~~Combustible~~ Material shall not be stored in boiler rooms, mechanical rooms, electrical equipment rooms or in *fire command centers* as specified in Section 508.1.5. Rooms shall be labeled with approved signage “No storage allowed”.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-07

Code Section: 319.11 Clearance requirements

Modification:

319.11 Mobile cooking operations. Shall be separated from buildings, structures, canopies, tents, combustible materials, vehicles, and other cooking operations by a minimum of 10 feet. Exhaust shall be directed away from openings, air intakes and away from any means of egress.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-08

Code Section: 503.1.2 Additional access

Modification:

503.1.2 Additional access. The *fire code official* is authorized to require more than one fire apparatus access road based on the potential for impairment of a single road by vehicle congestion, condition of terrain, climatic conditions or other factors that could limit access.

Exception. Where two fire apparatus access roads are required by Section 503.1.2 ~~or this appendix~~, the additional fire apparatus access road is permitted to be a driveway, pathway, court or other approved *fire lane* not accessible to public motor vehicles where designed by a registered design professional to meet the loading requirements and minimum specifications of Section 503 ~~and this appendix~~, and the surface provides all-weather driving capabilities. Marking or signs shall be provided in accordance with Section 503.3 and Section D103.6

*The language above has been updated as of 8-25-2022 and the previous reference to Appendix D was a scrivener's error.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-09

Code Section: 503.1.2.1

Modification:

503.1.2.1 One- or two-family dwelling residential developments having less than 50 units. Developments of one- or two-family dwellings where the number of dwelling units does not exceed 50 shall be permitted to have a single approved fire apparatus access road provided all of the following requirements are met.

1. The minimum unobstructed width of the single fire apparatus access road shall be 26 feet (7925 mm) and shall otherwise comply with Section 503.
2. A minimum of one fire hydrant on each side of the fire apparatus access road in accordance with Section 507.5 shall be provided. The fire code official shall be permitted to require additional hydrants and hydrant spacing based on the length of the fire apparatus access road, fire flow requirements, and the distance from any point on the street or road frontage to a hydrant.
3. The development is not located in a wildland-urban interface area as defined in the International Wildland-Urban Interface Code.

Future Development. The number of dwelling units on a single fire apparatus access road shall not be increased unless fire apparatus access roads will connect with future development, as determined by the fire code official.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-10

Code Section: 503.2.1 Dimensions

Modification:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 20 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6 and an unobstructed vertical clearance of not less than 13 feet 6 inches (4115 mm).

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 05	503.2.1
IFC 2015	IFC 2015 04	503.2.1
IFC 2012	IFC 2012 04	503.2.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-11

Code Section: 507.1 Required water supply

Modification:

507.1 Required water supply. An approved water supply capable of supplying the required fire flow for fire protection shall be provided to premises on which facilities, buildings or portions of buildings are hereafter constructed or moved into or within the jurisdiction to meet the necessary fire flow as determined by the fire code official. Where public water supply is inadequate or not available, an approved alternative water source meeting the fire flow requirements shall be provided. Fire flow performance tests shall be witnessed by the fire official or representative prior to final approval.

Exception. One- and two-family dwellings, including attached or detached accessory structures.

Proponent: Charleston Fire Department

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 06	507.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-12

Code Section: 507.5.1 Where Required

Modification:

507.5.1 Where required. Where a portion of the facility or building hereafter constructed or moved into or within the jurisdiction is more than ~~400 feet (122 m)~~ 500 feet (152m) from a hydrant on a fire apparatus access road, as measured by an approved route around the exterior of the facility or building, on-site fire hydrants and mains shall be provided where required by the fire code official.

Location. The location and number of hydrants shall be designated by the fire official, but in no case shall the distance between installed fire hydrants exceed 1000 feet (305m). Fire hydrants shall be located within 500 feet (152m) of all fire fighter access points when measured along the normal routes of fire department vehicle access which conforms to the requirements of Section 503. No point of the exterior of a building shall be located more than 500 feet (152m) from a hydrant accessible to fire department vehicles as provided in Section 503.

Exceptions:

1. For Group R-3 and Group U occupancies, the distance requirement shall be 600 feet (183 m).
2. For buildings equipped throughout with an approved automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2, the distance requirement shall be 600 feet (183 m).

Proponent: Charleston Fire Department

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 07	507.5.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-13

Code Section: 507.5.1.1 Hydrant for standpipe systems

Modification:

507.5.1.1 Hydrant for standpipe systems. Buildings equipped with a standpipe or fire sprinkler system installed in accordance with Section 903 or 905 shall have a fire hydrant within 100 feet (30 480 mm) of the fire department connections.

Exception: The distance shall be permitted to exceed 100 feet (30 480 mm) where *approved* by the *fire code official*.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-14

Code Section: 507.5.4 Obstruction

Modification:

507.5.4 Obstruction. Unobstructed access to fire hydrants shall be maintained at all times. The fire department shall not be deterred or hindered from gaining immediate access to fire protection equipment or fire hydrants. No parking shall be allowed within 15 feet of a fire hydrant.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-16

Code Section: 607.1 General

Modification:

607.1 General. Storage of cooking oil (grease) in commercial cooking operations utilizing above-ground tanks with a capacity greater than 60 gal (227 L) installed within a building shall comply with Sections 607.2 through 607.7 and NFPA 30. For purposes of this section, cooking oil shall be classified as a Class IIIB liquid unless otherwise determined by testing. These tanks shall have the contents identified as outlined in Section 5703.5.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-19

Code Section: 901.6.3 Records

Modification:

901.6.3 Records. Records of all system inspections, tests and maintenance required by the referenced standards shall be maintained. Copies of the inspection reports shall be sent to the local jurisdiction by the servicing vendor as prescribed by the fire code official.

Proponent: Charleston Fire Department

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 08	901.6.3



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-22

Code Section: 907.6.5 Access

Modification:

907.6.5 Access. Access shall be provided to each fire alarm device and notification appliance for periodic inspection, maintenance and testing. Fire alarm notification devices shall be unobstructed and visible at all times.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-24

Code Section: 1010.2.14 Controlled egress doors in Groups I-1 and I-2

Modification:

[BE] 1010.2.14 Controlled egress doors in Groups I-1, I-2 and I-4 (Adult Day Care occupancy only). Electric locking systems, including electromechanical locking systems and electromagnetic locking systems, shall be permitted to be locked in the means of egress in Group I-1, I-2 and I-4 (Adult Day Care occupancy only) occupancies where the clinical needs of persons receiving care require their containment. Controlled egress doors shall be permitted in such occupancies where the building is equipped throughout with an *automatic sprinkler system* in accordance with Section 903.3.1.1 or an *approved* automatic smoke detection system installed in accordance with Section 907, provided that the doors are installed and operate in accordance with all of the following:

1. The door locks shall unlock on actuation of the automatic sprinkler system or automatic smoke detection system.
2. The door locks shall unlock on loss of power controlling the lock or lock mechanism.
3. The door locking system shall be installed to have the capability of being unlocked by a switch located at the fire command center, a nursing station or other approved location. The switch shall directly break power to the lock.
4. A building occupant shall not be required to pass through more than one door equipped with a controlled egress locking system before entering an exit.
5. The procedures for unlocking the doors shall be described and approved as part of the emergency planning and preparedness required by Chapter 4 of the International Fire Code.
6. All clinical staff shall have the keys, codes or other means necessary to operate the locking systems.
7. Emergency lighting shall be provided at the door.
8. The door locking system units shall be listed in accordance with UL 294.

Exceptions:

1. Items 1 through 4 shall not apply to doors to areas occupied by persons who, because of clinical needs, require restraint or containment as part of the function of a psychiatric or cognitive treatment area.
2. Items 1 through 4 shall not apply to doors to areas where a listed egress control system is utilized to reduce the risk of child abduction from nursery and obstetric areas of a Group I-2 hospital.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-25

Code Section: 1016.2 Egress through intervening spaces

Modification:

1016.2 Egress through intervening spaces. Egress through intervening spaces shall comply with this section.

1. Exit access through an enclosed elevator lobby is permitted. Where access to two or more exits or exit access doorways is required in Section 1006.2.1, access to not less than one of the required exits shall be provided without travel through the enclosed elevator lobbies required by Section 3006 of the South Carolina Building Code. Where the path of exit access travel passes through an enclosed elevator lobby, the level of protection required for the enclosed elevator lobby is not required to be extended to the exit unless direct access to an exit is required by other sections of this code.
2. Egress from a room or space shall not pass through adjoining or intervening rooms or areas, except where such adjoining rooms or areas and the area served are accessory to one or the other, are not a Group H occupancy and provide a discernible path of egress travel to an exit.

Exception: Means of egress are not prohibited through adjoining or intervening rooms or spaces in a Group H, S or F occupancy where the adjoining or intervening rooms or spaces are the same or a lesser hazard occupancy group.
3. An exit access shall not pass through a room that can be locked to prevent egress.
4. Means of egress from dwelling units or sleeping areas shall not lead through other sleeping areas, toilet rooms or bathrooms.

Exception: Dwelling units or sleeping areas in R-1 and R-2 occupancies shall be permitted to egress through other sleeping areas serving adjoining rooms that are part of the same dwelling unit or guest room.
5. Egress shall not pass through kitchens, storage rooms, closets or spaces used for similar purposes.

Exceptions:
 1. Means of egress are not prohibited through a kitchen area serving adjoining rooms constituting part of the same dwelling unit or sleeping unit.
 2. Means of egress are not prohibited through stockrooms in Group M occupancies where all of the following are met:
 - 2.1. The stock is of the same hazard classification as that found in the main retail area.
 - 2.2. Not more than 50 percent of the exit access is through the stockroom.
 - 2.3. The stockroom is not subject to locking from the egress side.
 - 2.4. There is a demarcated, minimum 44-inch-wide (1118 mm) aisle defined by ~~full- or partial-height fixed walls~~ a wall not less than 42 inches high or similar construction that will maintain the required width and lead directly from the retail area to the exit without obstructions.

Proponent: Charleston Fire Department

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 11	1016.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-31

Code Section: 2303.2.2 Testing

Modification:

2303.2.2 Testing. Emergency disconnect switches shall be tested annually by the responsible party to ensure proper operation; records of testing shall be maintained on site for inspection. Any switches determined to be faulty, the fuel pumps they serve shall be taken out of service until the emergency shutoff switch is placed back into service.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-33

Code Section: 2305.5 Fire extinguishers

Modification:

2305.5 Fire extinguishers. *Approved* portable fire extinguishers complying with Section 906 with a minimum rating of 2-A:20-B:C shall be provided and located such that an extinguisher is not more than ~~75 feet (22 860 mm)~~ 50 feet (15 240 mm) from pumps, dispensers or storage tank fill-pipe openings.

Proponent: Midlands Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-34

Code Section: 2307.4 Location of dispensing operations and equipment

Modification:

2307.4 Location of dispensing operations and equipment. The point of transfer for LP-gas dispensing operations shall be separated from buildings and other exposures in accordance with NFPA 58 Table 6.7.2.1 and IFC Section 2306.7, the following:

1. Not less than 25 feet (7620 mm) from buildings where the exterior wall is not part of a fire-resistance-rated assembly having a rating of 1 hour or greater.
2. Not less than 25 feet (7620 mm) from combustible overhangs on buildings, measured from a vertical line dropped from the face of the overhang at a point nearest the point of transfer.
3. Not less than 25 feet (7620 mm) from the lot line of property that can be built on.
4. Not less than 25 feet (7620 mm) from the centerline of the nearest mainline railroad track.
5. Not less than 10 feet (3048 mm) from public streets, highways, thoroughfares, sidewalks and driveways.
6. Not less than 10 feet (3048 mm) from buildings where the exterior wall is part of a fire-resistance-rated assembly having a rating of 1 hour or greater.

Exception: The point of transfer for LP-gas dispensing operations need not be separated from canopies that are constructed in accordance with the International Building Code and that provide weather protection for the dispensing equipment.

LP-Gas containers shall be located in accordance with Chapter 61. LP-gas storage and dispensing equipment shall be located outdoors and in accordance with Section 2306.7.

Proponent: South Carolina Propane Gas Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 12	2307.4
IFC 2015	IFC 2015 09	2307.4
IFC 2012	IFC 2012 09	2307.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-35

Code Section: 2307.7 Public fueling of motor vehicles

Modification:

2307.7 Public fueling of motor vehicles. Self-service LP-gas dispensing systems, including key, code and card lock dispensing systems, shall be limited to the filling of permanently mounted containers providing fuel to the LP-gas powered vehicle.

The requirements for self-service LP-gas dispensing systems shall be in accordance with the following:

1. The arrangement and operation of the transfer of product into a vehicle shall be in accordance with this section and Chapter 61.
2. The system shall be provided with an emergency shutoff switch located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from, dispensers.
3. The owner of the LP-gas motor fuel-dispensing facility or the owner's designee shall provide for the safe operation of the system and the training of users.
4. The dispenser and hose-end valve shall release not more than 1/8 fluid ounce (4 cc) of liquid to the atmosphere upon breaking the connection with the fill valve on the vehicle.
5. Portable fire extinguishers shall be provided in accordance with Section 2305.5.
6. Warning signs shall be provided in accordance with Section 2305.6.
7. The area around the dispenser shall be maintained in accordance with Section 2305.7.

Proponent: South Carolina Propane Gas Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 13	2307.7
IFC 2015	IFC 2015 11	2307.7
IFC 2012	IFC 2012 11	2307.6



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-38

Code Section: 6101.1 Scope

Modification:

6101.1 Scope. Storage, handling and transportation of liquefied petroleum gas (LP-gas) and the installation of LP-gas equipment pertinent to systems for such uses shall comply with this chapter and NFPA 58. Properties of LP-gases shall be determined in accordance with ~~Appendix~~ Annex B of NFPA 58.

Proponent: South Carolina Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 14	6101.1
IFC 2015	IFC 2015 12	6101.1
IFC 2012	IFC 2012 12	6101.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-41

Code Section: 6106.1 Attendants

Modification:

6106.1 Attendants. Dispensing of LP-gas shall be performed by a qualified attendant that meets the requirements of this section and NFPA 58 Section 4.4.

Proponent: South Carolina Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 17	6106.1
IFC 2015	IFC 2015 16	6106.1
IFC 2012	IFC 2012 16	6106.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-42

Code Section: 6107.4 Protecting containers from vehicles

Modification:

6107.4 Protecting containers from vehicles. Where exposed to vehicular damage due to proximity to alleys, driveways or parking areas, LP-gas containers, regulators and piping shall be protected in accordance with NFPA 58.

Exception: An alternative method may be used that meets the intent of this section with the approval of the AHJ.

Proponent: South Carolina Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 18	6107.4
IFC 2015	IFC 2015 18	6107.4
IFC 2012	IFC 2012 18	6107.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-43

Code Section: 6109.13 Protection of containers

Modification:

6109.13 Protection of containers. LP-gas containers shall be stored within a suitable enclosure or otherwise protected against tampering. Vehicle impact protection shall be provided as required by ~~Section 6107.4.~~ the fire code official in accordance with Section 312 or NFPA 58 8.4.2.2.

Exception: Vehicle impact protection shall not be required for protection of LP-gas containers where the containers are kept in lockable, ventilated cabinets of metal construction.

Proponent: South Carolina Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 20	6109.13
IFC 2015	IFC 2015 22	6109.13
IFC 2012	IFC 2012 22	6109.13



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-44

Code Section: 6110.1 Removed from service

Modification:

6110.1 Removed from service Containers not connected for service at customer locations. LP-gas containers at customers' locations that are not connected for service whose use has been discontinued shall comply with both all of the following:

1. — Be disconnected from appliance piping.
- 2.1. Have LP-gas container outlets, except relief valves, closed and or plugged or capped.
- 3.2. Be positioned with the relief valve in direct communication with the LP-gas container vapor space.

Proponent: SC Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 21	6110.1
IFC 2015	IFC 2015 23	6110.1
IFC 2012	IFC 2012 23	6110.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-45

Code Section: 6111.2.1

Modification:

6111.2.1 Near residential, educational and institutional occupancies and other high-risk areas. LP-gas tank vehicles shall not be left unattended at any time on residential streets or within 500 feet (152 m) of a residential area, apartment or hotel complex, educational facility, hospital or care facility. Tank vehicles shall not be left unattended at any other place that would, in the opinion of the *fire code official*, pose an extreme life hazard.

Separation distance requirements may be reduced to not less than 50 feet as approved by the fire code official, based upon a completed fire safety analysis and consideration of special features such as topographical conditions, capacity of the LP-gas vehicle and the capabilities of the local fire department. The Office of the State Fire Marshal will provide an approved fire safety analysis to be utilized for this specific requirement.

Proponent: South Carolina Fire Marshal's Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFC 2018	IFC 2018 22	6111.2.1
IFC 2015	IFC 2015 24	6111.2.1
IFC 2012	IFC 2012 24	6111.2.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-01

Code Section: 202 General Definitions

Modification:

DRINKING FOUNTAIN. A plumbing fixture that is connected to the potable water distribution system and the drainage system. The fixture allows the user to obtain a drink directly from a stream of flowing water without the use of any accessories. Such fixtures can be separate from or integral to a bottle filling station.

Proponent: Carolinas AGC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-02

Code Section: 202 General Definitions

Modification:

BOTTLE FILLING STATION. A type of water dispenser that is connected to the potable water distribution system and the drainage system. The fixture is designed and intended for automatically or manually filling personal use drinking water bottles or containers not less than 10 inches (254 mm) in height and is in compliance with the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) Such fixtures can be separate from or integral to a drinking fountain and can incorporate a water filter and a cooling system for chilling the drinking water.

Proponent: Carolinas AGC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-03

Code Section: 202 General Definitions

Modification:

WATER COOLER. A drinking fountain or bottle filling station that incorporates a means of reducing the temperature of the water supplied to it from the potable water distribution system.

Proponent: Carolinas AGC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-04

Code Section: 202 General Definitions

Modification:

WATER DISPENSER. A plumbing fixture that is automatic or manually controlled by the user for the purpose of dispensing potable drinking water into a receptacle such as a cup, glass or bottle. Such fixture is connected to the potable water distribution system of the premises. This definition includes a freestanding apparatus for the same purpose that is not connected to the potable water distribution system and that is supplied with potable water from a container, bottle or reservoir.

Proponent: Carolinas AGC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



**South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index**

Item 22.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-05

Code Section: Table 403.1 Minimum Number of Required Plumbing Fixtures

Modification:

Add column to table - BOTTLE FILLING STATION

Row 3 Educational, under Bottle Filling Station column. add: 1 per 200 with placement of 1 on each floor (or wing, or other building section) and 1 in school food service areas

See Attachment

Proponent: Carolinas AGC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		

Table 403.1
Minimum Number of Required Plumbing Fixtures^a (See Sections 403.1.1 and 403.2)

No.	Classification	Description	Water Closets (Urinals: See Section 424.2)		Lava- to-ries		Bathtubs/ Showers	Drinking Fountain (See Section 410)	Other	Bottle Filling Station
			M	F	M	F				
3	Educational	Educational Facilities	1 per 50		1 per 50		-	1 per 100	1 service sink	<u>1 per 200 with placement of 1 on each floor (or wing or other building section) and 1 in school food service areas.</u>



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-06

Code Section: 410.4 Substitution

Modification:

410.4 Substitution. Where restaurants provide drinking water in a container free of charge, drinking fountains shall not be required in those restaurants. In other *occupancies* where three or more drinking fountains are required, *water dispensers* shall be permitted to be substituted for not more than 50 percent of the required number of drinking fountains. In educational settings, 50 percent of the required number of drinking fountains must incorporate a bottle filling station.

Proponent: Carolinas AGC

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Mechanical Code

Modification Index Number: IMC 2021-01

Code Section: 504.9.2 Duct Installation

Modification:

504.9.2 Duct installation. Exhaust ducts shall be supported at intervals not to exceed 8 feet and within 16 inches of each side of a joint that is not installed in a vertical orientation, ~~4-foot (1219 mm) intervals and~~ secured in place, making rigid contact with the duct at not less than 4 equally spaced points or 2/3rds contact if strap is used. All brackets and strapping must be noncombustible. The insert end of the duct shall extend into the adjoining duct or fitting in the direction of airflow. ~~Ducts shall not be joined with screws or similar fasteners that protrude more than 1/8 inch (3.2 mm) into the inside of the duct. The overlap shall comply with Section 603.4.2. Ducts shall not be joined with screws or similar devices that protrude into the inside of the duct.~~ Exhaust ducts shall be sealed in accordance with Section 603.9.

Where dryer exhaust ducts are enclosed in wall or ceiling cavities, such cavities shall allow the installation of the duct without deformation. The duct work may be ovalized as long as it terminates in an approved duct box. Minor imperfections located on the duct, in areas other than along the seam, do not constitute a violation of this section.

Proponent: Building Official Association of South Carolina (BOASC)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IMC 2018	IMC 2018 01	504.8.2



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Mechanical Code

Modification Index Number: IMC 2021-02

Code Section: Table 1103.1 Refrigerant Classification Amount and OEL

Modification:

Footnote:
 c. The ASHRAE Standard 34 flammability classification for this refrigerant is 2L, which is a subclass of Class 2.

Proponent: Air Conditioning, Heating, Refrigeration Institute (AHRI)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
 South Carolina Building Codes Council
 2021 Modification Index

Item 22.

Applicable Code: 2021 International Mechanical Code

Modification Index Number: IMC 2021-03

Code Section: 1104.3 System Application Requirements

Modification:

1104.3.1 Air conditioning for human comfort. High probability systems used for human comfort shall use Group A1 or A2L refrigerant. In other than industrial *occupancies* where the quantity in a single independent circuit does not exceed the amount in Table 1103.1, Group B1, B2 and B3 refrigerants shall not be used in high-probability systems for air conditioning for human comfort.

Proponent: Air Conditioning, Heating, Refrigeration Institute (AHRI)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2021 International Mechanical Code

Modification Index Number: IMC 2021-04

Code Section: Chapter 15 Referenced Standards

Modification:

CSA	
<u>C22.2 No. 60335-2-40 -2019</u>	<u>Household and Similar Electrical Appliances - Safety - Part 2_40: Particular Requirements for Electrical Heat Pumps, Air-Conditioners and Dehumidifiers - 3rd Edition</u> <u>908.1, 916.1, 918.2, 1101.2</u>
UL	
<u>60335-2-40-17 2019</u>	<u>Household and Similar Electrical Appliances - Safety - Part 2_40: Particular Requirements for Electrical Heat Pumps, Air-Conditioners and Dehumidifiers</u> <u>908.1, 916.1, 918.1, 918.2, 1101.2</u>

Proponent: Air Conditioning, Heating, Refrigeration Institute (AHRI)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
 South Carolina Building Codes Council
 2021 Modification Index

Item 22.

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-01

Code Section: 401.9 Identification

Modification:

401.9 Identification. Each length of pipe and tubing and each pipe fitting, utilized in a fuel gas system, shall bear the identification of the manufacturer.

Exceptions:

1. Steel pipe sections that are 2 feet (610 mm) and less in length and are cut from longer sections of pipe.
2. Steel pipe fittings 2 inches and less in size.
3. Where identification is provided on the product packaging or crating.
4. Where other *approved* documentation is provided.

Section deleted without substitution.

Proponent: South Carolina Propane Gas Association (SCPGA)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFGC 2018	IFGC 2018 01	401.9
IFGC 2015	IFGC 2015 01	401.9
IFGC 2012	IFGC 2012 01	401.9



South Carolina Department of Labor, Licensing and Regulation
 South Carolina Building Codes Council
 2021 Modification Index

Item 22.

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-02

Code Section: 401.10 Third-Party Testing and Certification

Modification:

401.10 Piping materials standards. Piping, tubing and fittings shall be manufactured to the applicable referenced standards, specifications and performance criteria listed in Section 403 and shall be identified in accordance with Section 401.9. **Third-party testing and certification.** All piping, tubing and fittings shall comply with the applicable referenced standards, specifications and performance criteria of this code, including Section 403 of the South Carolina Fuel Gas Code and corresponding sections.

Proponent: South Carolina Propane Gas Association (SCPGA)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFGC 2018	IFGC 2018 02	401.10
IFGC 2015	IFGC 2015 02	401.10
IFGC 2012	IFGC 2012 02	401.10



South Carolina Department of Labor, Licensing and Regulation
 South Carolina Building Codes Council
 2021 Modification Index

Item 22.

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-03

Code Section: 412.4 Listed Equipment

Modification:

[F] 412.4 Listed equipment. Hoses, hose connections, vehicle fuel connections, dispensers, LP-gas pumps and electrical equipment used for LP-gas shall comply with the requirements of NFPA 58 *be listed*.

Proponent: South Carolina Propane Gas Association (SCPGA)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFGC 2018	IFGC 2018 03	412.4
IFGC 2015	IFGC 2015 03	412.4
IFGC 2012	IFGC 2012 03	412.4



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-04

Code Section: 412.6 Location

Modification:

[F] 412.6 Location. The point of transfer for LP-gas dispensing operations shall be separated from buildings and other exposures in accordance with the following:

1. Not less than 25 feet (7620 mm) from buildings where the exterior wall is not part of a fire-resistance-rated assembly having a rating of 1 hour or greater.
2. Not less than 25 feet (7620 mm) from combustible overhangs on buildings, measured from a vertical line dropped from the face of the overhang at a point nearest the point of transfer.
3. Not less than 25 feet (7620 mm) from the lot line of property that can be built upon.
4. Not less than 25 feet (7620 mm) from the centerline of the nearest mainline railroad track.
5. Not less than 10 feet (3048 mm) from public streets, highways, thoroughfares, sidewalks and driveways.
6. Not less than 10 feet (3048 mm) from buildings where the exterior wall is part of a fire-resistance-rated assembly having a rating of 1 hour or greater.

In addition to the fuel dispensing requirements of the South Carolina Fire Code, the point of transfer for dispensing operations shall be 25 feet (7620 mm) or more from buildings having combustible exterior wall surfaces, buildings having noncombustible exterior wall surfaces that are not part of a 1-hour fire-resistance-rated assembly or buildings having combustible overhangs, property which could be built on, and railroads; and at least 10 feet (3048 mm) from public streets or sidewalks and buildings having noncombustible exterior wall surfaces that are part of a fire-resistance-rated assembly having a rating of 1 hour or more; and 5 feet from driveways.

Exceptions:

1. The point of transfer for LP-gas dispensing operations need not be separated from canopies providing weather protection for the dispensing equipment that are constructed in accordance with the International Building Code and that provide weather protection for the dispensing equipment. Liquefied petroleum gas containers shall be located in accordance with the International Fire Code.
2. The separation from driveways is not required where the driveway serves the vehicle fuel dispenser.

Liquefied petroleum gas containers shall be located in accordance with the International Fire Code. Liquefied petroleum gas storage and dispensing equipment shall be located outdoors and in accordance with the International South Carolina Fire Code.

Proponent: South Carolina Propane Gas Association (SCPGA)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFGC 2018	IFGC 2018 04	412.6
IFGC 2015	IFGC 2015 04	412.6
IFGC 2012	IFGC 2012 04	412.6



South Carolina Department of Labor, Licensing and Regulation
 South Carolina Building Codes Council
 2021 Modification Index

Item 22.

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-05

Code Section: 412.8.3 Vehicle Impact Protection

Modification:

[F] 412.8.3 Vehicle impact protection. Where installed within 10 feet (3048 mm) of vehicle traffic, LP-gas storage containers, pumps and dispensers shall be protected in accordance with Section 2307.5, Item 2 of the International Fire Code.

Exception: An alternative method may be used that meets the intent of this section with the approval of the AHJ.

Proponent: South Carolina Propane Gas Association

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFGC 2018	IFGC 2018 06	412.8.3
IFGC 2015	IFGC 2015 05	412.8.3
IFGC 2012	IFGC 2012 05	412.7.3



South Carolina Department of Labor, Licensing and Regulation
 South Carolina Building Codes Council
 2021 Modification Index

Item 22.

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-06

Code Section: 412.10 Private fueling of motor vehicles

Modification:

412.10 Private fueling of motor vehicles. Self-service LP-gas dispensing systems, including key, code and card lock dispensing systems, shall not be open to the public. In addition to the requirements of the South Carolina Fire Code, self-service LP-gas dispensing systems shall be provided with an emergency shutoff switch located within 100 feet (30 480 mm) of, but not less than 20 feet (6096 mm) from, dispensers and the owner of the dispensing facility shall ensure the safe operation of the system and the training of users.

Proponent: South Carolina Propane Gas Association (SCPGA)

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFGC 2018	IFGC 2018 07	412.10
IFGC 2015	IFGC 2015 06	412.10
IFGC 2012	IFGC 2012 06	412.8



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-07

Code Section: 505.1.1 Commercial cooking appliances vented by exhaust hoods

Modification:

505.1.1 Commercial cooking appliances vented by exhaust hoods. Where commercial cooking appliances are vented by means of the Type I or II kitchen exhaust hood system that serves such appliances, the exhaust system shall be fan powered and the appliances shall be interlocked with the exhaust hood system to prevent appliance operation when the exhaust hood system is not operating. ~~The method of interlock between the exhaust hood system and the appliances equipped with standing pilot burner ignition systems shall not cause such pilots to be extinguished.~~ Where a solenoid valve is installed in the gas piping as part of an interlock system, gas piping shall not be installed to bypass such valve. Dampers shall not be installed in the exhaust system.

Exception: An interlock between the cooking appliance(s) and the exhaust hood system shall not be required for appliances that are of the manually operated type and are factory equipped with standing pilot burner ignition systems. ~~where heat sensors or other approved methods automatically activate the exhaust hood system when cooking operations occur.~~

Proponent: Piedmont Natural Gas

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
IFGC 2018	IFGC 2018 08	505.1.1
IFGC 2015	IFGC 2015 07	505.1.1
IFGC 2012	IFGC 2012 07	505.1.1
IFGC 2006	IFGC 2006 01	505.1.1
IFGC 2003 & 2000	IFGC 2003 02,IFGC 2000 02	505.1.1



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2020 National Electrical Code

Modification Index Number: NEC 2020-03

Code Section: 210.8(A)(5) Dwelling Units

Modification:

210.8(A) Dwelling Units. All 125-volt ~~through 250-volt~~ receptacles installed in the locations specified in 210.8(A)(1) through (A)(11) and supplied by single-phase branch circuits rated 150 volts or less to ground shall have ground-fault circuit-interrupter protection for personnel.

- (1) Bathrooms.
- (2) Garages and also accessory buildings that have a floor located at or below grade level not intended as habitable rooms and limited to storage areas, work areas, and areas of similar use.
- (3) Outdoors.
Exception to (3): Receptacles that are not readily accessible and are supplied by a branch circuit dedicated to electric snow-melting, deicing, or pipeline and vessel heating equipment shall be permitted to be installed in accordance with 426.28 or 427.22, as applicable.
- (4) Crawl spaces - at or below grade level.
- (5) Basements
Exception No. 1 to (5): A receptacle supplying only a permanently installed fire alarm or burglar alarm system shall not be required to have ground-fault circuit-interrupter protection.
Exception No. 2 to (5): Receptacles in walk-out basements are excluded from this requirement.

Receptacles installed under the exception to 210.8(A)(5) shall not be considered as meeting the requirements of 210.52(G).

- (6) Kitchens - where the receptacles are installed to serve the countertop surfaces.
- (7) Sinks - where receptacles are installed within 1.8 m (6 ft) from the top inside edge of the bowl of the sink.
- (8) Boathouses.
- (9) Bathtubs or shower stalls - where receptacles are installed within 1.8 m (6 ft) of the outside edge of the bathtub or shower stall.
- (10) Laundry areas.
Exception to (1) through (3), (5) through (8), and (10): Listed locking support and mounting receptacles utilized in combination with compatible attachment fittings installed for the purpose of serving a ceiling luminaire or ceiling fan shall not be required to be ground-fault circuit-interrupter protected. If a general-purpose convenience receptacle is integral to the ceiling luminaire or ceiling fan, GFCI protection shall be provided.
- (11) Indoor damp and wet locations.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
 South Carolina Building Codes Council
 2021 Modification Index

Item 22.

Applicable Code: 2020 National Electrical Code

Modification Index Number: NEC 2020-04

Code Section: 210.8(F) Outdoor Outlets

Modification:

210.8(F) Outdoor Outlets. All outdoor outlets for dwellings, other than those covered in 210.8(A)(3), Exception to (3), that are supplied by single-phase branch circuits rated 150 volts to ground or less, 50 amperes or less, shall have ground-fault circuit-interrupter protection for personnel.

Exception: Ground-fault circuit-interrupter protection shall not be required on lighting outlets other than those covered in 210.8(C).

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
South Carolina Building Codes Council
2021 Modification Index

Item 22.

Applicable Code: 2020 National Electrical Code

Modification Index Number: NEC 2020-05

Code Section: 210.12(A) Dwelling Units

Modification:

210.12(A) Dwelling Units. All 120_volt, single_phase, 15_ and 20_ ampere branch circuits supplying outlets or devices installed in dwelling unit ~~kitchens~~, family rooms, dining rooms, living rooms, parlors, libraries, dens, bedrooms, sunrooms, recreation rooms, closets, hallways, ~~laundry areas~~, or similar rooms or areas shall be protected by any of the means described in 210.12(A)(1) through (6):

Items (1) through (6) and Exception to remain as written.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



South Carolina Department of Labor, Licensing and Regulation
 South Carolina Building Codes Council
 2021 Modification Index

Item 22.

Applicable Code: 2020 National Electrical Code

Modification Index Number: NEC 2020-06

Code Section: 230.67 Surge Protection

Modification:

230.67 Surge Protection.

~~(A) Surge-Protective Device.~~ All services supplying dwelling units shall be provided with a surge-protective device (SPD).

~~(B) Location.~~ The SPD shall be an integral part of the service equipment or shall be located immediately adjacent thereto.

Exception: The SPD shall not be required to be located in the service equipment as required in (B) if located at each next level distribution equipment downstream toward the load.

~~(C) Type.~~ The SPD shall be a Type 1 or Type 2 SPD.

~~(D) Replacement.~~ Where service equipment is replaced, all of the requirements of this sections shall apply.

This section is deleted without substitution.

Proponent: Home Builders Association of South Carolina

Previous Code Cycles	Previous Modification Index Number	Previous Code Section
N/A		



2021 South Carolina Code Adoptions

On October 6, 2021, the South Carolina Building Codes Council adopted the latest editions of the mandatory codes and appendices with modifications, as referenced in S.C. Code Ann. §6-9-50 (1976, as amended), to be enforced by all municipalities and counties in South Carolina. The Council established the implementation date for local jurisdictions as **January 1, 2023**.

The adopted modifications and the mandatory codes are as follows:

2021 South Carolina Building Code or the 2021 International Building Code with SC modifications
 2021 South Carolina Residential Code or the 2021 International Residential Code with SC modifications
 2021 South Carolina Fire Code or the 2021 International Fire Code with SC modifications
 2021 South Carolina Plumbing Code or the 2021 International Plumbing Code with SC modifications
 2021 South Carolina Mechanical Code or the 2021 International Mechanical Code with SC modifications
 2021 South Carolina Fuel Gas Code or the 2021 International Fuel Gas Code with SC modifications
 2020 National Electrical Code (NFPA 70) with SC modifications
 2009 International Energy Conservation Code ([Energy Standard Act](#))

Print and PDF download versions of the 2021 South Carolina codes are available for pre-order from the [ICC website](#).

The International Codes are to be used in conjunction with the latest [code modifications](#) approved by the Council. Only the modifications approved and listed on the Council's website are valid for use in the State. Building code modifications that have not been approved by the Council are invalid and cannot be adopted, employed or enforced by municipalities and counties.

The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the [Accessibility Act](#), S.C. Code Ann. § 10-5-210 et seq., and is mandatory for use in all municipalities and counties within the State.

Additional information can be found on the South Carolina Building Codes Council's [website](#).

ORDINANCE NO. 2022 / ____

AN ORDINANCE AMENDING THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 74 – BUILDING AND BUILDING REGULATIONS, SECTION 74-64, ADOPTION OF BUILDING CODES (AMENDS CODE OF ORDINANCES TO ADOPT THE 2021 STATE MANDATED CODE EDITIONS).

WHEREAS, Beaufort County (“County”) adopts the most current building codes as established the South Carolina Building Codes Council pursuant to Ordinance 2018/38; and

WHEREAS, currently Beaufort County applies the 2018 code editions pursuant to the established effective dates by the South Carolina Building Codes Council of said code; and

NOW THEREFORE, BE IT ORDAINED the Beaufort County Council does hereby amend Section 74-64 of the Beaufort County Code of Ordinances that are highlighted in **RED** shall be added text and lined through shall be deleted text.

Sec. 74-64. - Adoption of building codes.

The regulations of the following standards codes recommended and published in book form and hereby adopted as the regulations governing the construction of buildings and other structures in the county with effective dates established by the South Carolina Building Code Council; and it shall be unlawful to erect or construct any building or structure in the county in violation of, or without complying with, these regulations:

~~2018~~ **2021** International Building Code with SC modifications, Including Chapter 1

~~2018~~ **2021** International Residential Code with SC modifications, Including Chapter 1

~~2018~~ **2021** International Fire Code with SC modifications

~~2018~~ **2021** International Plumbing Code with SC modification

~~2018~~ **2021** International Mechanical Code with SC modifications

~~2018~~ **2021** International Fuel Gas Code with SC modifications

2009 South Carolina Energy Conservation Code with SC modification

~~2017~~ **2020** National Electrical Code (NFPA 70) with SC modifications

~~2018~~ **2021** International Existing Building Code

DONE this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Text Amendment to the Community Development Code (CDC): Section 5.3.20 (Architectural Standards and Guidelines Applicability) and Appendix, Division A.1.20 (Community Preservation Districts - Relationship to the Community Development Code) to restrict that a shipping container or other similar portable storage container is not considered a dwelling.
MEETING NAME AND DATE:
County Council Meeting, October 24, 2022
PRESENTER INFORMATION:
Robert Merchant, Planning and Zoning Department Director 5 minutes
ITEM BACKGROUND:
This ordinance is before Council for first reading in title only. A draft ordinance will before a public hearing is held. In addition, the ordinance will go the Planning Commission before third and final reading by County Council.
PROJECT / ITEM NARRATIVE:
This text amendment is necessary due to an omission/oversight in the Community Development Code regarding the use of shipping containers as structures. Section 4.2.20.E(4) of the CDC prohibits the use of tractor trailers and shipping containers as accessory structures. The CDC, however, is silent on the use of shipping containers as a principal dwelling. This proposed ordinance will restrict the use of shipping containers as dwelling units.
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval
OPTIONS FOR COUNCIL MOTION:
To approve or deny first reading of a text amendment to the Community Development Code (CDC): Section 5.3.20 (Architectural Standards and Guidelines Applicability) and Appendix, Division A.1.20 (Community Preservation Districts - Relationship to the Community Development Code) to restrict that a shipping container or other similar portable storage container is not considered a dwelling.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION APPROVING THE BEAUFORT COUNTY NOTICE OF FUNDING OPPORTUNITY (NO.1) PLAN CREATED FOR THE PURPOSE OF CRAFTING THE BEAUFORT COUNTY PLAN TO SUBMIT TO THE SOUTH CAROLINA OPIATE RELIEF FUND BOARD
MEETING NAME AND DATE
Community Services Committee October 10, 2022
PRESENTER INFORMATION:
Steve Donaldson, Director, Alcohol and Drug Abuse Department 20 minutes
ITEM BACKGROUND:
These funds are made available to Beaufort County by the South Carolina Opioid Settlement Funds from the 2022 National Opioids Settlement and future settlements.
PROJECT / ITEM NARRATIVE:
The Beaufort County Opiate Abatement Management Team (BCOAMT) is accepting applications for the fall cycle of fiscal year (FY) 2023 cohort of opiate abatement strategies. The funds made available to the Beaufort Community are made available by the South Carolina Opioid Settlement Funds from the 2022 National Opioids Settlement and future settlements. The purpose of this program is to ensure opioid settlement funds address approved remediation uses found in “Exhibit C” (Included in Appendix A) core strategies and approved uses. The BCOAMT aims to only award applicants with funding who demonstrate gaps, evidence-based strategies for addressing gaps, and with sound goals/performance indicators, and evaluation plans. A budget with narrative explanations is required in each application that justifies the amount of funds requested.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Approve Beaufort County’s Opiate Abatement Notice of Funding Opportunity.
OPTIONS FOR COUNCIL MOTION:
Motion to approve Beaufort County’s Opiate Abatement Notice of Funding Opportunity or motion to disapprove Beaufort County’s Opiate Abatement Notice of Funding Opportunity.

RESOLUTION 2022/ _____

A RESOLUTION APPROVING THE BEAUFORT COUNTY NOTICE OF FUNDING OPPORTUNITY (NO.1) PLAN CREATED FOR THE PURPOSE OF CRAFTING THE BEAUFORT COUNTY PLAN TO SUBMIT TO THE SOUTH CAROLINA OPIATE RELIEF FUND BOARD

Whereas, there has been made available certain opioid lawsuit settlement funds to be administered by the South Carolina Opioid Recovery Fund Board, to be awarded to Beaufort County for opiate abatement purposes; and

Whereas, Beaufort County will publicize a notification of funding opportunity for Beaufort County and other Beaufort County entities to apply for the opiate lawsuit settlement funds with opiate abatement plans; and

Whereas, qualified grant reviewers will score applications and make recommendations on applicants to be considered for their opiate abatement plan created from the South Carolina’s Guide to Approved Uses for Investing Opioid Settlement Funds; and

Whereas, the project manager will submit a final plan for the use of opiate lawsuit settlement funds for opiate abatement strategies for Beaufort County to the South Carolina Opioid Recovery Fund Board so Beaufort County may obtain opiate abatement funds to distribute per the Notice of Funding Opportunity Plan.

NOW THEREFORE, IT IS HEREBY RESOLVED, at a duly called meeting of Beaufort County Council, that the County Administrator is hereby provided the authority necessary to adopt and implement the Notice of Funding Opportunity Plan.

Adopted this _____ day of _____, 2022

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph Passiment, Chairman

Clerk to Council

Sarah Brock

BEAUFORT COUNTY OPIATE ABATEMENT NOTICE OF FUNDING OPPORTUNITY (No.1)



Key Dates:

Letter of Intent	01/10/2023
Application Deadline	Applications are due by 01/24/2023
Approximate Award Date Announcements	04/14/2023
Project Start Dates	07/01/2023

Table of Contents

Executive Summary.....3

Notice of Funding Opportunity.....3

Award Information.....3

Eligibility.....4

Letter of Intent.....4

Admission and Submission Information.....4

Key Personnel.....5

Required Activities.....5

Allowable and Unallowable Activities.....5

Application Review Process.....6

Attachment A. (Exhibit C).....7

Executive Summary

Funding Opportunity Title: BEAUFORT COUNTY OPIATE ABATEMENT NOTICE OF FUNDING OPPORTUNITY (No.1)

Announcement Type: Initial Announcement No. 1

Dates:

- Letter of Intent: 01/10/2023
- Due Date for Applications: 01/24/2023
- Approximate Award Date Announcements: 04/14/2023
- Project Start Dates: 07/01/2023

NOTICE OF FUNDING OPPORTUNITY

The Beaufort County Opiate Abatement Management Team (BCOAMT) is accepting applications for the fall cycle of fiscal year (FY) 2023 cohort of opiate abatement strategies. The funds made available to the Beaufort Community are made available by the South Carolina Opioid Settlement Funds from the 2022 National Opioids Settlement and future settlements. The purpose of this program is to ensure opioid settlement funds address approved remediation uses found in “Exhibit C” (Included in Appendix A) core strategies and approved uses. The BCOAMT aims to only award applicants with funding who demonstrate gaps, evidence-based strategies for addressing gaps, and with sound goals/performance indicators, and evaluation plans. A budget with narrative explanations is required in each application that justifies the amount of funds requested.

Priority shall be given to opiate issues from prevention to recovery, and to equip those impacted with the necessary resources to provide innovative interventions to reduce opiate issues, address unmet needs and to reduce the opioid-related overdose deaths across Beaufort County. Successful applicants will be those that demonstrate collaboration and partnership

Applicants may choose to work on more than one core strategy. The award of up to \$25,000, \$50,000, and \$100,000 will depend on the type of core strategy or strategies outlined in the proposal. Award determinations are not made based upon the number of strategies proposed.

All grants made under this announcement are governed by 45 CFR Part 75. All grant recipients will be required to have any staff associated with the project trained in federal confidentiality and privacy laws related to working with substance misuse patients, if applicable.

AWARD INFORMATION

Estimated Total Available Funding: \$1,000,000 in funds is estimated to be available to Beaufort County. The estimated number of awards may be up to ten awards.

- 2 awards for up to \$100,000 per year for 2 years = **\$200,000 total award**
- 4 awards for up to \$50,000 per year for 2 years = **\$100,000 total award**

- 4 awards up to \$25,000 per year for 2 years = **\$50,000 total award.**

Cost Share or Matching Requirements: None

Financial Management: Awarded applicants will be awarded one-year of funds up-front. A full accounting of all funds will be expected in the July 15, 2024, reporting. Awardees may seek rollover funds into the second year with justification. That request and justification should accompany year one accounting of funds. At that time, a review and determination will be made, and year 2 funding will be awarded.

At the end of year-2, a full accounting of the entire award is expected. Funds not accounted for through expenditures or spent should be returned to Beaufort County Government by July 15, 2025, with the final accounting of all funds.

Length of Project Period: Up to 2 years Eligible

ELIGIBILITY

Grants are limited to Beaufort County Departments, city, or townships, Education Organizations, Public Housing Authorities, Or Nonprofits having a 501(c)(3) status with the Internal Revenue Service.

All Applicants must submit their application electronically in the Opiate Abatement Strategy portal by 01/24/2023, to be eligible. No late applications will be accepted.

Acceptable applications will include/use epidemiological data to demonstrate the opiate related problem(s)/critical gap(s) in Beaufort County; utilize evidence-based implementation strategies found in "Exhibit C" to adequately address the gap(s) or problem(s) created through the opiate crisis; and define outcomes anticipated and evaluation methodology.

LETTER OF INTENT

A one-page Letter of Intent should be emailed to Sdonaldson@bcgov.net by 01/10/2023. The letter of intent simply is demonstrating an interest to apply for funding. In a few paragraphs, the problem and remediation strategy being considered should be communicated in the letter.

APPLICATION AND SUBMISSION INFORMATION

- Organization information, including a Federal Tax Identification Number (EIN) is required
- A Primary Contact and Secondary Contact Name, including Name, Mailing and Email Address, and Phone Number
- Disclosure of any other funds allocated from Beaufort County Government. **PLEASE NOTE:** A grant applicant must provide assurance that the grant award will supplement, **not supplant**, existing programs.
- Provide resume of Principal Investigator/Project Lead
- Copy of 501 (c) (3) tax-exemption status, if applicable

- Copy of most recent IRS Form 990
- Board or Coalition Membership Roster, including names, addresses, phone numbers, and email addresses
- Letters of Commitment for collaborations or partnerships
- Define the opiate problem to be addressed. Provide supporting data and citations in no more than 15,000 characters
- Identify the opiate abatement strategy from “Exhibit C”. Provide specific plan with program goals in no more than 15,000 characters
- Evaluation and Anticipated Outcomes: Provide specific outcomes anticipated from the plan with performance measures and other evaluation methodology details important to evaluating success of the initiative.
- Budget. Applicants will have to indicate if they are applying for a \$25,000, \$50,000, or \$100,000 award. The budget should be broken down by expenditure categories (**Personnel, Supplies, Training and Travel, Contractual, and Administrative Cost**). No more than 4% of the award can be for administrative cost. Administrative cost needs to be explained in the budget narrative.
- Grant Narrative not to exceed 7,500 characters.
- What regions of Beaufort County will mainly benefit from the proposal (Application has check boxes)?
- Organization’s Authorized Signature.

Key Personnel

A Principal Investigator or Project Lead must be identified whether they receive a salary or compensation from the project. These staff must make a substantial contribution to the execution of the project.

Required Activities

Project: Project Start Date is July 1, 2023. No more than three months can be committed to planning. Implementation of “Exhibit C” strategy must begin by September 1, 2023.

Reporting: Beaufort County Government’s Opiate Abatement Management Team requires all grant recipients to provide a **Mid-Year Report for year-1** due by **January 15, 2024**, and a **Full Project Report for year-1 by July 15, 2024**. A **Final Report on outcomes and finances by January 15, 2025**. Reports are to be sent to: **Steve Donaldson at sdonaldson@bcgov.net**

Allowable and Unallowable Activities

Allowable: Personnel, medication, training, office supplies, policy development, contractual services, and administrative costs. Most of the grant expenditures must be dedicated to direct service delivery.

Data collection expenses are allowable but not to exceed 5% of the total award whether they are done within the project collaborative or by contractual service.

Unallowable: Data or Admin expenses that exceed allowable percentages, food, and beverages.

Address to Grant Submission Portal: <https://bcgov-536008.workflowcloud.com/forms/fff7bcf-41fa-475b-9a7d-a909566b2b8c>

APPLICATION REVIEW PROCESS

All successful applications will be reviewed. Initial application review will be done to ensure completeness of submission information. Applicants with incomplete applications will be notified. If time is allowable (deadline has not passed), the applicant can resubmit.

A review panel will be assigned for all completed applications. There will be 5 areas rated in each application:

- Defining the Opiate Problem to be addressed: **25 points**
- Identify the opiate abatement strategy and specific plan with program goals: **35 points**
- Outcome and Performance Measurement/Evaluation Methodology: **20 points**
- Budget: **10 points (clearly delineate year one from year 2)**
- Budget Narrative: **10 points**

Notification: All awardees will be notified of award by approximately April 14/2023.

There is not an appeals process. All grant award decisions are final.

Exact date of funding made available is dependent upon Beaufort County receipt of funds.

Questions can be emailed to: Steve Donaldson (sdonaldson@bcgov.net)

Attachment A.

EXHIBIT C

LIST OF APPROVED OPIOID REMEDIATION USES

Schedule A

Core Strategies

A. NALOXONE OR OTHER FDA-APPROVED DRUG TO REVERSE OPIOID OVERDOSES

1. Expand training for first responders, schools, community support groups and families; and
2. Increase distribution to individuals who are uninsured or whose insurance does not cover the needed service.

B. MEDICATION-ASSISTED TREATMENT (“MAT”) DISTRIBUTION AND OTHER OPIOID-RELATED TREATMENT

1. Increase distribution of MAT to individuals who are uninsured or whose insurance does not cover the needed service;
2. Provide education to school-based and youth-focused programs that discourage or prevent misuse;
3. Provide MAT education and awareness training to healthcare providers, EMTs, law enforcement, and other first responders; and
4. Provide treatment and recovery support services such as residential and inpatient treatment, intensive outpatient treatment, outpatient therapy or counseling, and recovery housing that allows or integrates medication and with other support services.

C. PREGNANT & POSTPARTUM WOMEN

1. Expand Screening, Brief Intervention, and Referral to Treatment (“SBIRT”) services to non-Medicaid eligible or uninsured pregnant women;
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for women with co-occurring Opioid Use Disorder (“OUD”) and other Substance Use Disorders (“SUD”)/Mental Health disorders for uninsured individuals for up to 12 months postpartum; and
3. Provide comprehensive wrap-around services to individuals with OUD, including housing, transportation, job placement/training, and childcare.

D. EXPANDING TREATMENT FOR NEONATAL ABSTINENCE SYNDROME

(“NAS”)

1. Expand comprehensive evidence-based and recovery support for NAS babies;
2. Expand services for better continuum of care with infant-need dyad; and
3. Expand long-term treatment and services for medical monitoring of NAS babies and their families.

E. EXPANSION OF WARM HAND-OFF PROGRAMS AND RECOVERY SERVICES

1. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments;
2. Expand warm hand-off services to transition to recovery services;
3. Broaden scope of recovery services to include co-occurring SUD or mental health conditions;
4. Provide comprehensive wrap-around services to individuals in recovery, including housing, transportation, job placement/training, and childcare; and
5. Hire additional social workers or other behavioral health workers to facilitate expansions above.

F. TREATMENT FOR INCARCERATED POPULATION

1. Provide evidence-based treatment and recovery support, including MAT for persons with OUD and co-occurring SUD/MH disorders within and transitioning out of the criminal justice system; and
2. Increase funding for jails to provide treatment to inmates with OUD.

G. PREVENTION PROGRAMS

1. Funding for media campaigns to prevent opioid use (like the FDA’s “Real Cost” campaign to prevent youth from misusing tobacco);
2. Funding for evidence-based prevention programs in schools;
3. Funding for medical provider education and outreach regarding best prescribing practices for opioids consistent with the 2016 CDC guidelines, including providers at hospitals (academic detailing);
4. Funding for community drug disposal programs; and
5. Funding and training for first responders to participate in pre-arrest diversion programs, post-overdose response teams, or similar strategies that connect at-risk individuals to behavioral health services and supports.

H. EXPANDING SYRINGE SERVICE PROGRAMS

1. Provide comprehensive syringe services programs with more wrap-around services, including linkage to OUD treatment, access to sterile syringes and linkage to care and treatment of infectious diseases.

Schedule B

Approved Uses

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

PART ONE: TREATMENT

A. TREAT OPIOID USE DISORDER (OUD)

Support treatment of Opioid Use Disorder (“OUD”) and any co-occurring Substance Use Disorder or Mental Health (“SUD/MH”) conditions through evidence-based or evidenceinformed programs or strategies that may include, but are not limited to, those that:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication-Assisted Treatment (“MAT”) approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“ASAM”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“OTPs”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support evidence-based withdrawal management services for people with OUD and any co-occurring mental health conditions.
8. Provide training on MAT for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including tele mentoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions.

10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for behavioral health practitioners or workers involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“DATA 2000”) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
13. Disseminate of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.

8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.
11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including new Americans.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED

(CONNECTIONS TO CARE)

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund SBIRT programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MAT in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
 - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“PAARI”);
 - b. Active outreach strategies such as the Drug Abuse Response Team (“DART”) model;
 - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
 - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“LEAD”) model;
 - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment

Initiative; or

- f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
4. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
5. Provide evidence-informed treatment, including MAT, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in reentry programs or facilities.
6. Support critical time interventions (“CTI”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with neonatal abstinence syndrome (“NAS”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MAT, recovery services and supports, and prevention services for pregnant women—or women who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MAT, for uninsured women with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with pregnant

women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.

4. Expand comprehensive evidence-based treatment and recovery support for NAS babies; expand services for better continuum of care with infant-need dyad; and expand long-term treatment and services for medical monitoring of NAS babies and their families.
5. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with NAS get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for parenting women with OUD and any co-occurring SUD/MH conditions.
7. Provide enhanced family support and childcare services for parents with OUD and any co-occurring SUD/MH conditions.
8. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family, and offer trauma-informed behavioral health treatment for adverse childhood events.
9. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
10. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“PDMPs”), including, but not limited to, improvements that:
 - a. Increase the number of prescribers using PDMPs;
 - b. Improve point-of-care decision-making by increasing the quantity, quality, or

format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or

c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.

6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.

7. Increasing electronic prescribing to prevent diversion or forgery.

8. Educating dispensers on appropriate opioid dispensing.

G. PREVENT MISUSE OF OPIOIDS

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher, and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.

12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.
12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

PART THREE: OTHER STRATEGIES

I. FIRST RESPONDERS

In addition to items in section C, D and H relating to first responders, support the following:

1. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
2. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

J. LEADERSHIP, PLANNING AND COORDINATION

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

K. TRAINING

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any cooccurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care,

pharmacies, PDMPs, etc.).

L. RESEARCH

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g., Hawaii HOPE and Dakota 24/7).
7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“ADAM”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MAT and their association with treatment engagement and treatment outcomes.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A RESOLUTION TO APPROVE RECOMMENDATIONS TO AWARD FY23 COMMUNITY SERVICES GRANT PROGRAM FUNDS IN THE AMOUNT OF \$398,000 TO COMMUNITY SERVICES ORGANIZATIONS
Community Services Committee for October 10, 2022
PRESENTER INFORMATION:
Fred E. Leyda, Director, Human Services Department (15 min.)
ITEM BACKGROUND:
Council appropriated \$398,000 in its FY2023 budget for the annual Community Services Grants Program (Together for Beaufort County/Public Welfare Subsidies 10001598-55600).
PROJECT / ITEM NARRATIVE:
Human Services Annual Grant Awards - Beaufort County Human Services Dept. convened independent review panel to develop recommendations on September 19, 2022.
FISCAL IMPACT:
Awarding \$398,000 of funds which Council appropriated in FY23 to community services organizations.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the Community Services Grants Program recommendations.
OPTIONS FOR COUNCIL MOTION:
Motion to approve the Community Services Grant Program recommendations. or Motion to disapprove the Community Services Grant Program Recommendations

RESOLUTION 2022/ _____

A RESOLUTION TO APPROVE RECOMMENDATIONS TO AWARD FY23 COMMUNITY SERVICES GRANT PROGRAM FUNDS IN THE AMOUNT OF \$398,000 TO COMMUNITY SERVICES ORGANIZATIONS

WHEREAS, Beaufort County Council is committed to ensuring a high quality of life for all its citizens and residents; and

WHEREAS, County Council appropriated \$398,000 in its FY2023 budget to the Community Services Grants Program (“Grant Program”) which is administered by the Human Services Alliance which is an initiative of the Human Services Department of Beaufort County; and

WHEREAS, the Human Services Alliance solicited and received grant applications for the FY23 Grant Program from several local not-for-profit human service organizations that actively participate in the community’s collective impact model, also known as *Together for Beaufort County (T4BC)*; and

WHEREAS, the Human Services Alliance convened an independent panel of community stakeholders (“Panel”) on Monday, September 19, 2022, to review and evaluate the grant applications that were received and to make recommendations to Council on how the funds should be allocated; and

WHEREAS, the Panel, having reviewed, evaluated, and discussed the grant applications for FY23, recommends County Council distribute FY23’s Grant Program funds as follows:

- AccessHealth Lowcountry \$18,000
- Beaufort County DisAbilities Coalition \$6,000
- Beaufort Jasper Economic Opportunity Commission \$5,000
- Bluffton Jasper Volunteers in Medicine \$4,000
- Bluffton Self-Help \$20,000
- Child Abuse Prevention Association (CAPA) \$12,500
- Clemson Extension (4H Program) \$2,000
- Community Services Organization \$25,000
- Extra Mile Club of the Lowcountry \$7,500
- Good Neighbor Free Medical Clinic \$25,000
- HELP of Beaufort \$15,000
- Hopeful Horizons \$25,000
- Love House Learning Academy \$5,000
- Lowcountry Food Bank \$5,000
- Lowcountry Gullah Foundation \$2,000
- Lowcountry Habitat for Humanity \$5,000
- Lowcountry Legal Volunteers \$25,000
- Lowcountry Pride \$2,500

- Meals on Wheels Bluffton Hilton Head \$10,000
- Memory Matters \$5,000
- Mercy Me Sober Living \$5,000
- Mt. Carmel Baptist Church (Med-I-Assist Program) \$24,500
- NAMI Lowcountry \$10,000
- Neighborhood Outreach Connection \$15,000
- Operation Patriots Forward Operating Base (OPFOB) \$4,500
- Pregnancy Center and Clinic of the Lowcountry \$9,000
- Programs for Exceptional People \$5,000
- Ronald McDonald House Charities Dental Unit \$19,000
- SCORE SC Lowcountry \$9,000
- South Carolina Nurse Retention Scholarship (SCNRS) \$5,000
- The Children's Center \$5,000
- Together for Beaufort County \$20,000
- Under One Roof \$7,500
- United Way of the Lowcountry HELP Line \$25,000
- Volunteers in Medicine Hilton Head Island \$10,000

NOW, THEREFORE, BE IT RESOLVED, that County Council of Beaufort County hereby adopts the recommendations of the Panel and authorizes the County Administrator to distribute the FY23 Community Services Grant Program funds as set forth above.

Adopted this _____ day of October 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



Human Services Alliance
**Community Services
Grant Recommendations**

**Beaufort County Council
Community Services Committee**

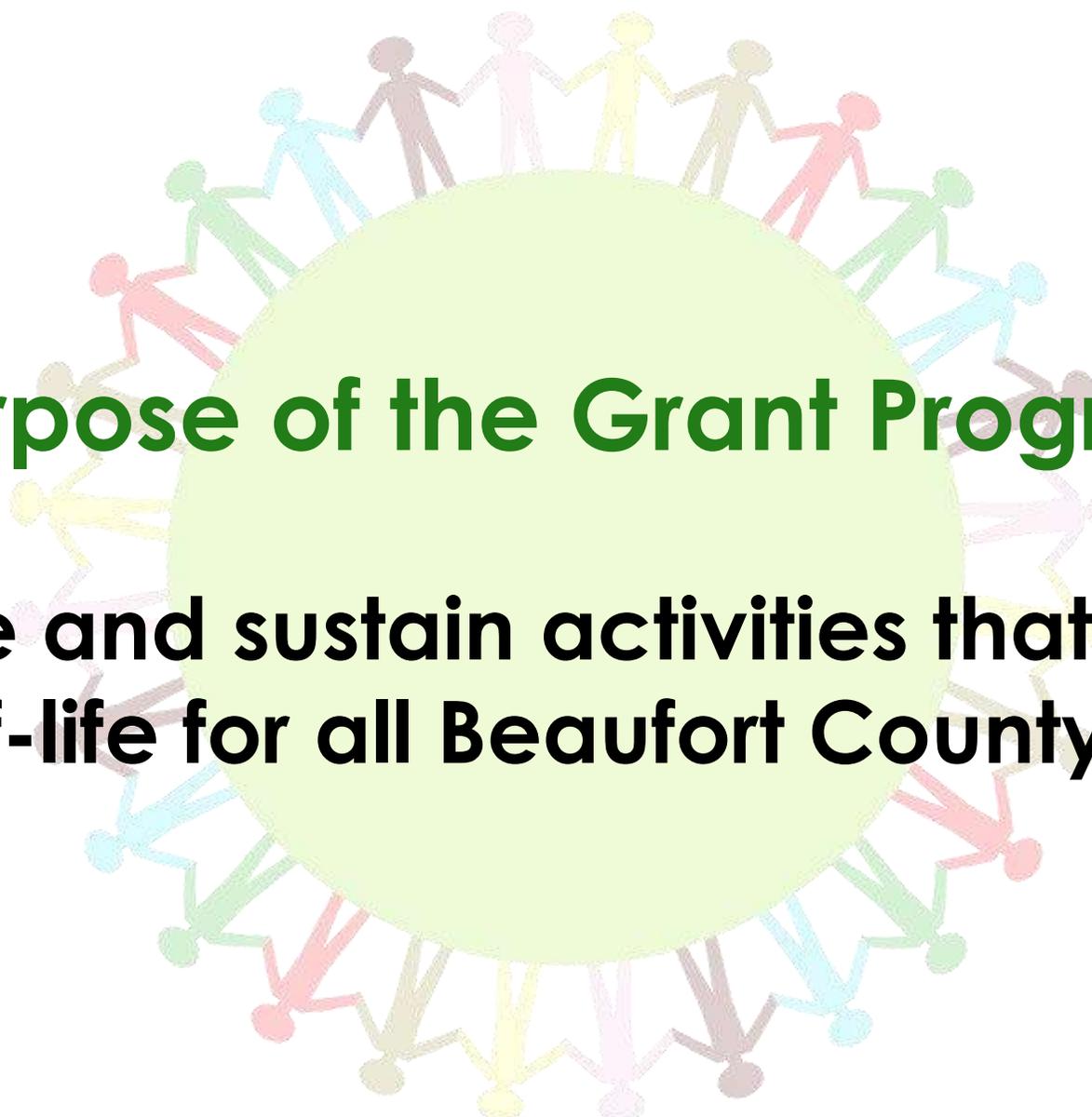


As a County department since 1974, we support all residents by leading policy innovation, inspiring collaborative solutions, and facilitating partnerships to improve quality-of-life while maximizing resources.



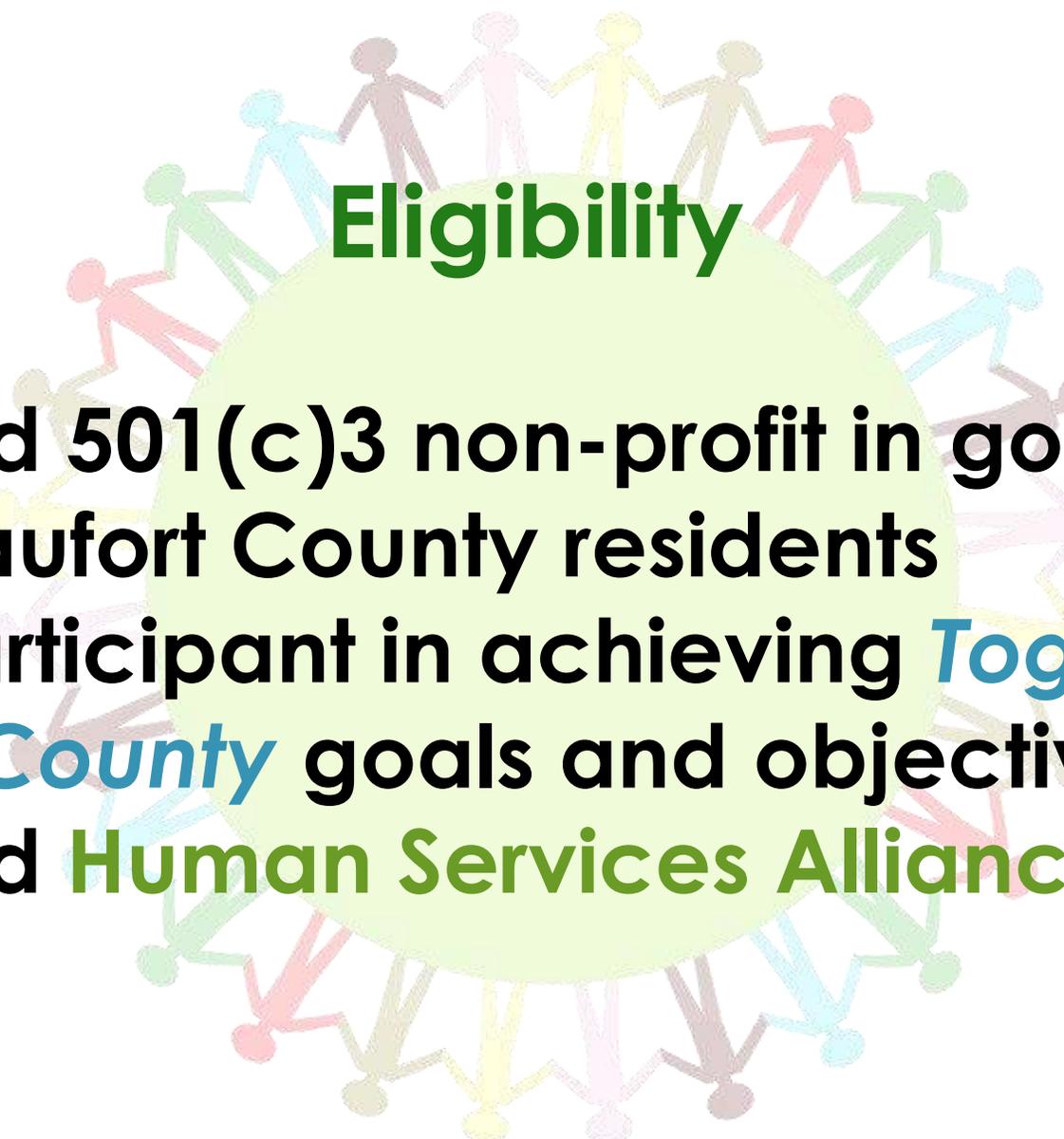
Together for Beaufort County (T4BC) is an organizational framework that enhances our community's capacity to address social problems.

The Human Services Alliance coordinates collaborative activities, provides shared measurements for success, and facilitates the development of a shared vision among diverse community partners.



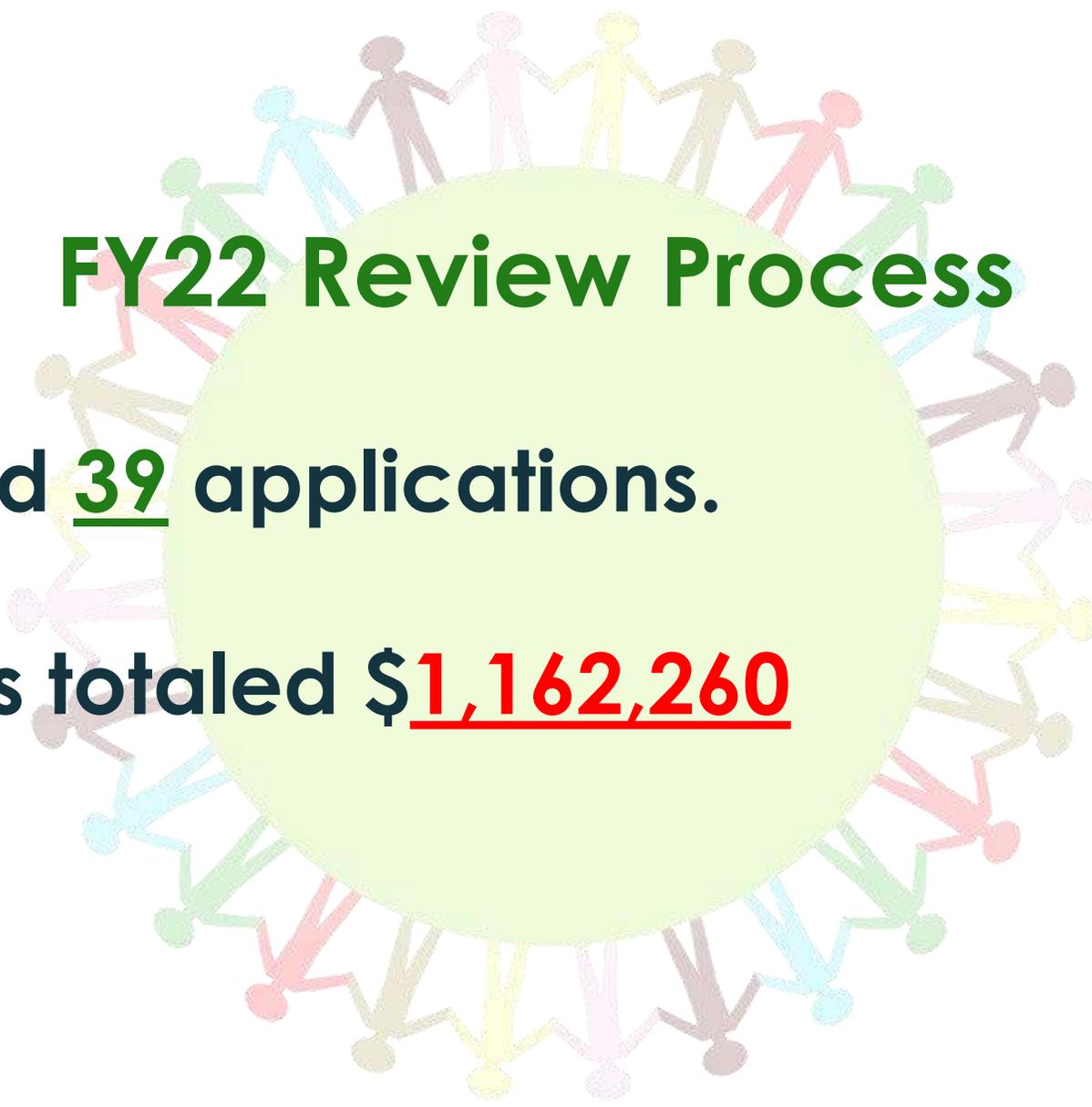
Purpose of the Grant Program

Promote and sustain activities that improve quality-of-life for all Beaufort County residents.



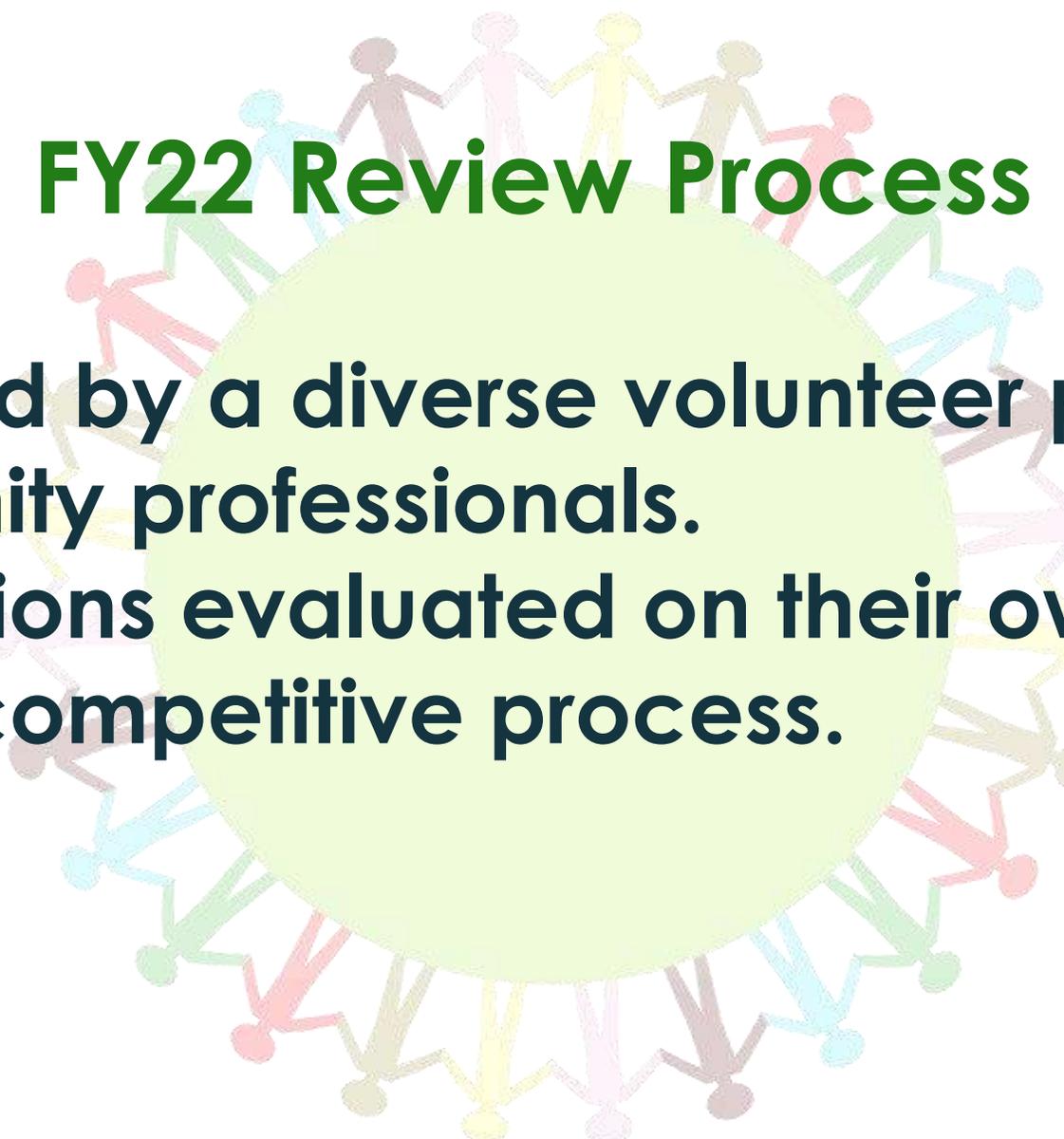
Eligibility

- Registered 501(c)3 non-profit in good standing
- Serve Beaufort County residents
- Active participant in achieving *Together for Beaufort County* goals and objectives
- Registered **Human Services Alliance** partner



FY22 Review Process

- Received 39 applications.
- Requests totaled \$1,162,260



FY22 Review Process

- **Evaluated by a diverse volunteer panel of community professionals.**
- **Applications evaluated on their own merit using a competitive process.**

FY23 Grant Recommendations

AccessHealth Lowcountry	\$18,000
Beaufort County DisAbilities Coalition	\$6,000
Beaufort Jasper Economic Opportunity Commission	\$5,000
Bluffton Jasper Volunteers in Medicine	\$4,000
Bluffton Self-Help	\$20,000
Child Abuse Prevention Association (CAPA)	\$12,500
Clemson Extension (4H Program)	\$2,000
Community Services Organization	\$25,000
Extra Mile Club of the Lowcountry	\$7,500
Good Neighbor Free Medical Clinic	\$25,000
HELP of Beaufort	\$15,000
Hopeful Horizons	\$25,000

FY23 Grant Recommendations

Love House Learning Academy	\$5,000
Lowcountry Food Bank	\$5,000
Lowcountry Gullah Foundation	\$2,000
LowCountry Habitat for Humanity	\$5,000
Lowcountry Legal Volunteers	\$25,000
Lowcountry Pride	\$2,500
Meals on Wheels Bluffton Hilton Head	\$10,000
Memory Matters	\$5,000
Mercy Me Sober Living	\$5,000
Mt. Carmel Baptist Church (Med-I-Assist Program)	\$24,500
NAMI Lowcountry	\$10,000
Neighborhood Outreach Connection	\$15,000
Operation Patriots Forward Operating Base (OPFOB)	\$4,500

FY23 Grant Recommendations

Operation Patriots Forward Operating Base (OPFOB)	\$4,500
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Programs for Exceptional People	\$5,000
Ronald McDonald House Charities Dental Unit	\$19,000
SCORE SC Lowcountry	\$9,000
South Carolina Nurse Retention Scholarship (SCNRS)	\$5,000
The Children's Center	\$5,000
Together for Beaufort County	\$20,000
Under One Roof	\$7,500
United Way of the Lowcountry HELP Line	\$25,000
Volunteers in Medicine Hilton Head Island	\$10,000



Questions?



Together
for Beaufort County
One COUNTY. One FUTURE.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A Resolution to Amend the Agreement Creating a Regional Council of Governments, Article II, Section 2 (Membership and Representation)
MEETING NAME AND DATE:
County Council, October 24, 2022
PRESENTER INFORMATION:
Ms. Sabrena Graham, Executive Director, LCOG 10 Minutes
ITEM BACKGROUND:
<p>The Lowcountry Council of Governments was established in 1971 when the governing bodies of Beaufort County, Jasper County, Colleton County, and Hampton County each adopted a resolution to establish a Regional Council of Government. The 1971 Agreement (Article II, Section 2) provides that the four counties will each have the following number of representatives on LCOG's Board of Directors (total of 24): Beaufort County: 8; Jasper County: 4, Colleton County: 6; Hampton County: 6. Section 2.e allows representation on the Board to increase or decrease over time as County populations increase or decrease. Based on the 2020 Census, LCOG's Bd of Directors have recommended changes to the Agreement. The purpose of the amendments are to maintain fair representation among member Counties and to maintain a Board of manageable size. As proposed, the amendment would cap the size of the Board at 29 members. Each County would have the following number of representatives on the Board: Beaufort County: 11; Jasper County: 6; Colleton County: 6; Hampton County: 6.</p>
PROJECT / ITEM NARRATIVE:
See above
FISCAL IMPACT:
None
STAFF RECOMMENDATIONS TO COUNCIL:
Staff has no recommendation
OPTIONS FOR COUNCIL MOTION:
Adopt the Resolution ratifying the LCOG Board's recommendation, do not adopt the Resolution, postpone consideration of the Resolution to another date.

RESOLUTION 2022/ ____

A RESOLUTION TO RATIFY AMENDMENTS TO AGREEMENT CREATING A REGIONAL COUNCIL OF GOVERNMENTS, ARTICLE II, SECTION 2 – MEMBERSHIP AND REPRESENTATION

WHEREAS, in 1971, and by agreement of Beaufort County, Jasper County, Colleton County and Hampton County (“Parties”), the Lowcountry Council of Governments was created as a successor to the Lowcountry Regional Planning Commission which was established in 1969; and

WHEREAS, incident to the creation of the Lowcountry Council of Governments (“LCOG”) the then governing bodies of the Parties drafted and, by Resolution of each, adopted the Agreement Creating a Regional Council of Governments (“Agreement). Article II, Section 2 of the Agreement sets forth the initial composition of the Board (Beaufort County 8 members; Colleton 6 members, Hampton 6 members, Jasper County 4 members). It also explains the way in which the composition of the Board may change over time based on population increases and decrease; and

WHEREAS, pursuant to Section 2, the current representation on the LCOG Board is Beaufort County 11 members, Colleton County 6 members, and Hampton County 6 members and Jasper County 5 members. Under the existing Agreement, and based on the 2020 Census, Board composition would be changed significantly. Beaufort County would have 14 members, Colleton County would have 6 members, Hampton County would have 5 members, and Jasper County would have 6 members. In order to maintain fair representation among the member counties and to maintain a manageable size Board, the Lowcountry Council of Governments Board has recommended amending Article II, Section 2 as appears in Exhibit “A” which is attached hereto.

NOW, THEREFORE BE IT RESOLVED THAT COUNTY COUNCIL OF BEAUFORT COUNTY does hereby ratify the amendments proposed by the Lowcountry Council of Governments Board as set forth in Exhibit “A” to the original 1971 Agreement Creating a Regional Council of Governments.

ADOPTED, this ____ Day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Draft

Amended Article II – Membership and Representation

Section 1. Membership of the Council: The counties and incorporated municipalities in The Council’s area of jurisdiction which have ratified this agreement shall be members.

Section 2. Representation of Members: Members shall be entitled to representation on The Council by elected officials and appointed representatives as follows:

- a. The Council shall be composed of 29 representatives of which eleven (11) shall be from Beaufort County, six (6) each from Colleton, Hampton, and Jasper Counties.
- b. There must be at least one minority group representative and one representative who is not an elected official from each member county and/or the participating municipality therein.
- c. Member counties with a population of less than 20,001 according to the most recent census of population by the U.S. Bureau of Census, shall be represented by at least one (1) elected official.
- d. Member counties with a population of 20,001 to 40,000 according to the most recent census of population by the U.S. Bureau of Census, shall be represented by up to three (3) elected officials.
- e. Member counties with a population of 40,001 to 60,000 according to the most recent census of population by the U.S. Bureau of Census, shall be represented by up to four (4) elected officials.
- f. Member counties with a population of more than 60,000 shall be represented by up to five (5) elected officials.
- g. Each member county shall include among its appointed representatives on The Council elected municipal officials at least equal in number to the number of incorporated municipalities located within the respective county having a population of 1,501 or more according to the most recent census of population by the US Bureau of Census.
- h. An incorporated municipality with a population of 1,500 or less may appoint one (1) advisory representative to The Council from its governing body; however, such representative shall not be eligible to vote on Council’s matters or to hold a Council office. Such municipalities are not required to participate in the financial support of The Council.

Lowcountry Council of Governments



Serving Beaufort • Colleton • Hampton • Jasper Counties

MEMORANDUM

To: Beaufort County Council
From: Sabrena Graham, Executive Director
Subject: **Amendment to Creation Agreement -Article II Membership and Representation**
Date: September 19, 2022

An amendment to the LCOG Board’s policy on Membership and Representation is presented for ratification. The purpose of this amendment is to maintain fair representation among the member counties and municipalities therein and a manageable size board.

The members remain the counties and incorporated municipalities within the jurisdiction of the Lowcountry Region. Member representation will continue to be determined based on population according to the most recent census. The 2020 Census reports a population of 273,073 individuals for the Lowcountry Region. Almost 70% of the population 187,117 is in Beaufort County alone, 38,604 in Colleton, 18,561 in Hampton and 28,791 in Jasper.

The Council will now be composed of 29 representatives of which 11 from Beaufort County and 6 each from Colleton, Hampton and Jasper Counties. Member counties may have at least one or up to five county elected representatives based on their population. The minority group representative and non-elected official representative remains for each county. Incorporated municipalities with a population of 1,501 or more shall have one elected official appointed to the Council. Municipalities with a population of 1,500 or less may appoint one advisory representative.

The original creation agreement includes an article to address amendments. It states:

Article VII – Amendments

The Council may from time to time propose amendments to this Agreement. Any such amendment shall become effective only upon ratification by the governing bodies of the political subdivisions which include at least 66 2/3 percent of the population within the area of jurisdiction who are eligible to appoint voting members to The Council under the terms of this Agreement.

The LCOG Board voted to approve this amendment at the August 25, 2022, board meeting.

This memo serves as the official notice that the LCOG Board seeks ratification of this amendment from the County Councils of our four-member counties.

Lowcountry Council of Governments

PO Box 98 | 634 Campground Road
Yemassee, South Carolina 29945
Main: 843.473.3990 Aging: 843.473.3991 Fax: 843.726.5165
www.lowcountrycog.org

Draft

Amended Article II – Membership and Representation

Section 1. Membership of the Council: The counties and incorporated municipalities in The Council’s area of jurisdiction which have ratified this agreement shall be members.

Section 2. Representation of Members: Members shall be entitled to representation on The Council by elected officials and appointed representatives as follows:

- a. The Council shall be composed of 29 representatives of which eleven (11) shall be from Beaufort County, six (6) each from Colleton, Hampton, and Jasper Counties.
- b. There must be at least one minority group representative and one representative who is not an elected official from each member county and/or the participating municipality therein.
- c. Member counties with a population of less than 20,001 according to the most recent census of population by the U.S. Bureau of Census, shall be represented by at least one (1) elected official.
- d. Member counties with a population of 20,001 to 40,000 according to the most recent census of population by the U.S. Bureau of Census, shall be represented by up to three (3) elected officials.
- e. Member counties with a population of 40,001 to 60,000 according to the most recent census of population by the U.S. Bureau of Census, shall be represented by up to four (4) elected officials.
- f. Member counties with a population of more than 60,000 shall be represented by up to five (5) elected officials.
- g. Each member county shall include among its appointed representatives on The Council elected municipal officials at least equal in number to the number of incorporated municipalities located within the respective county having a population of 1,501 or more according to the most recent census of population by the US Bureau of Census.
- h. An incorporated municipality with a population of 1,500 or less may appoint one (1) advisory representative to The Council from its governing body; however, such representative shall not be eligible to vote on Council’s matters or to hold a Council office. Such municipalities are not required to participate in the financial support of The Council.

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- i. Should the possibility of change occur in the preceding factors on membership representation, as a result of population shift, the above shall be reviewed.

Section 3. Appointments: Representatives on The Council may be appointed by the County Governing Bodies of the respective counties provided, however, that a municipality which participates financially by payment of its full per capita share of the expenses of the Council shall be entitled to appoint its representative to the Council.

Section 4. Terms: The terms of representatives to The Council who hold elective public office, including the advisory representative of municipalities shall be co-terminus with their terms of office. Initial terms of representatives who do not hold elective office shall initially serve for a term of two years, or until replaced or reappointed by their respective appointing body.

If any County shall cease to participate in the fiscal support of The Council, the terms of office of all its, and its municipality, representatives shall thereupon expire. Any additional incorporated municipality which attains a population of 1,501 or more, according to the most recent census of population by the U.S. Bureau of the Census, shall be eligible to participate in The Council by notifying The Council of its intention to participate. The member County shall include among its appointed representatives to The Council an elected municipal member. If any participating municipality is dissolved as an incorporated municipality or consolidates with another municipality, such municipality shall thereupon cease to participate, and the terms of its representatives shall expire.

Section 5. Vacancies: If a vacancy in The Council representation of a member shall occur by reason of death, resignation, change of residence or any other cause, it shall be filled for the duration of the unexpired term in the same manner as the original appointment.

Section 6. Representation, General: No representative shall receive any compensation for his services on The Council, but any representative may be reimbursed from the funds of The Council for any expenses incurred in connection with authorized activities on behalf of The Council. Council representatives may also be members of a local planning council or boards.

LOWCOUNTRY COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS
THURSDAY, APRIL 28, 2022, 6:30 P.M.
ZOOM – FACEBOOK LIVE
POINT SOUTH, SOUTH CAROLINA

MINUTES

BEAUFORT COUNTY:	<u>PRESENT:</u> Herbert Glaze Dan Wood Philip Cromer Tamara Becker Brian Flewelling Chris Hervochoch Gerald Dawson Mary Beth Heyward	<u>ABSENT:</u> Mark Lawson Paul Sommerville
COLLETON COUNTY:	Joe Flowers Bob Renner Esther Black Greg Pryor Phillip Taylor, Sr	Gene Whetsell Tim Grimsley
HAMPTON COUNTY:	Pete Hagood Kevin Brown Buddy Phillips Nat Shaffer Joe Hadwin	J.L. Goodwin Al Wiggins
JASPER COUNTY:	John Carroll Danny Lucas Barbara Clark	Chris DuBose Gwen Johnson Smith

GUESTS: Craig Winn, Megan Groves, Christina Lewis

STAFF: Sabrena Graham, Sherry Smith, Mike Butler, Michelle Knight, Stephanie Rossi, Letisha Scotland, Kira Fuller, Barbara Johnson

1. **Call to Order** Phillip Taylor called the meeting to order at 6:30 pm.
 - 1.1. Pledge of Allegiance
 - 1.2. Invocation
 - Led by Pete Hagood.
 - 1.3. Introduction of Guests and Staff
 - 1.4. Proxies
 - Danny Lucas to Phillip Taylor
 - Paul Sommerville to Brian Flewelling
 - 1.5. Approval of March 23, 2022 Minutes
 - Joe Flowers MOVED to approve the minutes, seconded by Brian Flewelling. **Motion carried.**
2. **Public Hearings:**
 - 2.1. Lowcountry Regional HOME Consortium 2022-2023 Annual Acton Plan -Ms. Barbara Johnson
 - 2.2. 2022 Lowcountry Consortium HOME ARP Allocation Plan Amendment – Ms. Barbara Johnson
 - The public hearing was advertised in print and online. The Plans will be submitted to HUD for approval. Recommendations presented tonight were reviewed by the HOME Advisory Committee. All allocation amounts are included in packets. No public comments were received at the hearing.
3. **Presentation:**

3.1. SCDOT Progress Report – Ms. Megan Groves, SCDOT

- Report included in packets.
- Joe Flowers mentioned, “Pushing out a bridge project for seven years is such a long time after they have been declared inadequate. Our bridges carry a lot of weight since trucking/logging is a major industry in this area.”
- Megan responded, “The bridge improvements have been pushed out for 7 years, but it does not necessarily mean it will take 7 years. The bridges are not obsolete, but modifications have been made to the bridges so that there will be no issues. We are hoping to gain enough funding to let the secondary bridges in 2023.
- Craig Winn added, “Every bridge in the state was assessed which led to the reprioritization. Due to safety concerns, we cannot share inspection reports but the bridges in the area were deemed adequate structures.”
- Dan Wood asked, “How much of I-95 will be widened?”
- Craig Winn replied, “By the end of the project, 33 miles of I-95 will be widened. The project will complete in 2031-2032.”

3.2. Bridge Program - FY 2021-2027 Transportation Improvement Program (TIP) – Ms. Christian Lewis, SCDOT

- In SCDOT’s Strategic Plan of 2016, we’re only looking at replacing 465 bridges in the state. The funding to replace the bridges was approx. \$135M which was not enough to take on the task. In 2021, there were Bridge Program revisions such as the Load Rating Effort. Load Rating ranks bridges on a scale of 0-9, with 9 being “good” condition. The former bridge program jumped straight to replacement whereas now, SCDOT is implementing a strategic, balanced approach to bridge preservation, rehabilitation, and replacement. Closed bridges became top priority.

4. New Business

4.1. Amendments to FY 2021-2027 Transportation Improvement Plan – Ms. Stephanie Rossi

- Joe Flowers MOVED to bring the amendment to the FY 2021-2027 TIP back to the table. Seconded by Dan Wood. **Motion carried.**
- Herbert Glaze MOVED to approve the amendments to the FY 2021-2027 Transportation Improvement Plan. Seconded by Phil Cromer. **Motion carried.**

4.2. Approval of HOME Consortium 2022-2023 Consolidated Plan– Ms. Barbara Johnson

- Pete Hagood MOVED, Tamara Becker seconded, that we approve the HOME Consortium 2022-2023 Consolidated Plan as presented. **Motion carried unanimously.**

4.3. Approval of the Lowcountry Regional HOME Consortium American Rescue Plan Amendment - Ms. Barbara Johnson

- Pete Hagood MOVED, Joe Flowers seconded, that we approve the amendments made to the Lowcountry Regional HOME Consortium American Rescue Plan. **Motion carried unanimously.**

4.4. Discussions About Amendments to Board Membership Policy – Ms. Sabrena Graham

- Population affects representation on the LCOG Board. The recommendations for consideration will help keep us balanced and fair.
- Brian Flewelling asked, “People in Bluffton are represented by a municipal representative and county representatives on the board. It seems redundant. Is there a way we can exclude people who are represented by municipal members from the calculation of county numbers?”
- Sabrena replied, “We considered that, which is why the Executive Committee is recommending point G of the original agreement be deleted. It would have allowed municipalities to have 2 representatives once they exceeded 10,000 but, as you mentioned, they already have 2.”
- Joe Flowers said, “I’ll have something to add to the discussion once I have time to review it further.”

5. Department Reports

5.1. Finance Report for March 2022 – Sherry Smith

- Report included in packet. Revenues over expenditures are at 73%.

5.2. Community and Economic Development Report – Ms. Michelle Knight

- Report included in packets. The C&ED Department, in partnership with the Department of Commerce, would like to host a Project Development Meeting for our localities. We hope to have a date to share at the next meeting.

5.3. Quarterly 208 Report & Unemployment Chart – Ms. Stephanie Rossi

- Report included in packet. Unemployment is 4% in the Lowcountry. We are averaging about six 208 applications per month.

5.4. Long Range Transportation Plan Update – Ms. Stephanie Rossi

- Handout included in packet. The LRTP draft is available for your review. Please share your comments and concerns. The draft will be dispersed via email again if you did not see it.

5.5. Director’s Report – Ms. Sabrena Graham

- Please review the LRTP because the plan is a 20-year plan.
- LCOG staff will participate in an active shooter simulation/training on April 29 conducted by the Beaufort County Sheriff’s Department. On May 26 we will have staff development day.
- The Aging Department has begun the transition to the new nutrition provider in Beaufort County. Beaufort County Parks & Rec., the new provider, has offered the current program staff an opportunity to join their team. Meetings were held at the senior centers with the program participants, and they were able to meet the new providers and get their questions answered. We are pleased with the progress and cooperation from the current provider.
- The SC Councils of Government are a step closer to securing additional state funding for COG programs. Right now, the state budget includes \$1 million for the annual appropriation and a one-year proviso of \$1 million to be shared equally between the 10 COGS (\$100,000 each). Please seek the support from all our state legislators in this effort.
- I want to congratulate Mr. Pete Hagood on his roughly 40 years of service on the Hampton Town Council. I attended the town sponsored retirement celebration that was held in his honor on March 31. Mayor Bilka is quoted as saying, “Mr. Hagood is a great human being and an excellent example of a public servant working for the citizens of Hampton County. In his almost 40 years on Town Council and (three decades) on LCOG, he has touched many lives throughout the Lowcountry and across South Carolina.” Congratulations.

6. Council Time

- Sabrena Graham notified the Board that Former Member, Judge Joseph McDomick’s daughter passed.
- The Board will meet in May, June, August, September, and October.

7. Adjourn

- Brian Flewelling MOVED to adjourn the meeting. Bob Renner seconded. Meeting adjourned at 7:43 pm.

Caucus: All four counties caucused to select the following representatives to attend the 2022 NADO Conference: Danny Lucas (Jasper), Brian Flewelling (Beaufort County), and Phillip Taylor (Colleton County). Hampton County will caucus at a later date to select a candidate.

Minutes submitted by Kira Fuller.

LCOG does not discriminate on the basis of age, sex, race, color, religion, national origin, disability, familial status, or any other basis of discrimination prohibited by law, in the admission, access, treatment or employment in its federally funded programs or activities. Please call 843-473-3990 to request special accommodations 48 hours in advance of a public meeting or to file a discrimination complaint.

LOWCOUNTRY COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS
THURSDAY, MAY 26, 2022, 6:30 P.M.
ZOOM – FACEBOOK LIVE
POINT SOUTH, SOUTH CAROLINA

MINUTES

BEAUFORT COUNTY:	<u>PRESENT:</u>	<u>ABSENT:</u>
	Philip Cromer	Mark Lawson
	Brian Flewelling	Herbert Glaze
	Mary Beth Heyward	Dan Wood
	Paul Sommerville	Tamara Becker
		Chris Hervocho
		Gerald Dawson
COLLETON COUNTY:	Joe Flowers	Gene Whetsell
	Bob Renner	Tim Grimsley
	Esther Black	Greg Pryor
	Phillip Taylor, Sr	
HAMPTON COUNTY:	Pete Hagood	J.L. Goodwin
	Buddy Phillips	Al Wiggins
		Kevin Brown
		Nat Shaffer
		Joe Hadwin
JASPER COUNTY:	John Carroll	Chris DuBose
	Danny Lucas	Barbara Clark
	Gwen Johnson-Smith	

GUESTS: Latoya Grate-Adams, SCDOT, Brian Webb, Davis & Floyd, Mayor Harry Williams, and Councilman Bo White, City of Hardeeville

STAFF: Sabrena Graham, Sherry Smith, Michelle Knight, Stephanie Rossi, Letisha Scotland, Tony Pollen

1. **Call to Order** John Carroll called the meeting to order at 6:30 pm.
 - 1.1. Pledge of Allegiance
 - 1.2. Invocation
 - Led by Pete Hagood.
 - 1.3. Introduction of Guests and Staff
 - 1.4. Proxies
 - Dan Wood to John Carroll
 - Gerald Dawson to Pete Hagood
 - Herbert Glaze to Brian Flewelling
 - Al Wiggins to Pete Hagood
 - Kevin Brown to Nat Shaffer
 - 1.5. Approval of April 28, 2022, Minutes
 - Phil Cromer MOVED to approve the minutes, seconded by Mary Heyward. **Motion carried.**
2. **Presentation:**
 - 2.1. Revolving Loan Fund Update – Mr. Tyler Lewis, Catawba Regional COG
 - Reported on lending activity in the Lowcountry region during the COVID period July 2020 to May 2022.

- 13 loans totaling \$4.13M were approved/committed and 10 loans closed. The Loan Fund funded 95% of the projects and borrowers leveraged 5-10% equity or \$1.97M. Job creation and retention totaled 35 on closed loans only. Great portfolio of loans to include a Daycare, CPA Firm and Shrimp boat.
- Brian Flewelling asked, “could you describe the 504 Loan that didn’t close.”
- Tyler Lewis responded, “the loan is currently approved. 504 Loans must be approved at the federal level but first flow through local board approval, and Small Business Administration. It is still in the process.”
- Sabrena reminded everyone that Catawba manages the revolving loan fund for LCOG and several other COGs because they have staff with the expertise to manage the loan program.
- Tyler responded, “it’s a great relationship, we handle the revolving loan funding for seven COGs and 29 counties across the state.”

3. New Business

3.1. Appointment of a Board Officer Nominating Committee– Chairman Carroll

- Chairman Carroll nominated Pete Hagood, Mary Beth Heyward, Esther Black, and Danny Lucas. Ms. Esther Black will be the chairperson.
- Brian Flewelling MOVED to approve the nominating committee. Seconded by Phillip Taylor. **Motion carried.**

3.2. Approval of the Rural Long Range Transportation Plan– Ms. Stephanie Rossi

- Stephanie Rossi gave a brief presentation on the process used in developing the Rural LRTP.
- Phillip Taylor MOVED, Phil Cromer seconded, that we approve the Rural Long Range Transportation Plan as presented. **Motion carried unanimously.**

3.3. Approval of the Lowcountry Regional HOME Consortium 2022 Action Plan- Actual Allocation & New Project - Ms. Michelle Knight

- Michelle Knight reported the program year 2022 allocation amount of \$691,285. A new rental construction project was added. LCOG-HOME will serve as a gap financier for the project at \$345,000. The developer is ready to begin the 24 new units, third phase of the May River Village project in the Bluffton area. Other activities include Regional Housing Rehabilitation 3 units, totaling \$173,463 and a 15% required CHDO set aside, for one unit.
- Brian Flewelling MOVED, Joe Flowers seconded, that we approve the Lowcountry Regional HOME Consortium 2022 Action plan actual allocation and new project. **Motion carried unanimously.**

3.4. Discussions About Amendments to Board Membership Policy – Ms. Sabrena Graham

- Sabrena Graham shared there were no changes to the policy from the previous meeting. The board requested time to review the amended policy. Approval of the amendment as stated in the creation agreement, requires 66 2/3% of the region’s population to approve the amendment. Once the Board approves and to maintain fairness, she will present the amendment to the four county councils in the region for approval. Each board member must receive an official copy of the amendment 28 days prior to voting.
- Mr. Hagood asked, “if Sabrena will go to the towns, or County Councils and then bring it back to the board?”
- Sabrena replied, “the Board will give approval first and then it will be taken to the member county councils for their approval. It can be shared with the municipalities for information.”

4. Department Reports

4.1. Finance Report for April 2022 – Sherry Smith

- Report included in packet. Revenues over expenditures are at 61% of budget. Finance staff is working on next year’s budget. The Executive Committee budget work session is June 9.
- Philip Taylor said, “he noticed there was little movement on the Building/Equipment & Software Purchases line item.”
- Sherry Smith explained, “we received two new grants this year mostly for computer purchases. Computers from one grant were received today. Not sure of the status of the second grant. Delivery has been delayed on the computers due to COVID like many other things. The line item will show movement next month.”

4.2. Community and Economic Development Report – Ms. Michelle Knight

- Report included in packets. Michelle reported that EDA awarded \$4.2M for Project J Roadway improvements, at the Ag Tech Campus in Early Branch. The C&ED Department, in partnership with the

Department of Commerce, will host a regional Project Development Meeting on June 22 here at LCOG. Notices will be sent to staff contacts at our counties and towns. Please attend.

4.3. Director's Report – Ms. Sabrena Graham

- Report attached.
- Planning Director Stephanie Rossi and the Planning Department staff were commended for all their work on the 2045 LATS Long Range Transportation Plan and the LCOG Rural Area Long Range Transportation Plan. LCOG will now be in compliance with Federal Highway Administration and SC Department of Transportation.
- The proposed State Budget includes more funding to the Local Government Fund that will benefit all our counties. In addition, Colleton and Hampton counties, be aware of a proposed allocation to The Rural County Stabilization Fund. Any county that had a population growth, as determined by the 2020 Census, of less than 5.35% since the 2010 Census shall be eligible to receive monies from the fund. A baseline of \$300,000 is established to each eligible county with additional increments to counties with populations above 50,000.
- The SC Legislature is considering awarding \$900 million of the state's ARPA funds to the South Carolina Rural Infrastructure Authority (RIA). The RIA would be directed to use approximately \$800 million of the designated funds to establish grant programs for water, wastewater, and stormwater projects to provide local governments with opportunities to build and update aging infrastructure across the state. The RIA would also designate \$100 million of its allotment for projects that are deemed significant to economic development. Additionally, the RIA would be required to transfer \$500,000 to each of the 10 Councils of Governments (COGs) to assist our local governments in applying for these grants.

RIA recently published the SC Water Utility Assessment & Viability Strategy report. The executive summary is attached for your information. You can access the full report at ria.sc.gov. I encourage you to review this report. It provides good information on the status of water/wastewater systems in the state, and it also discusses an assessment tool that agencies can use to determine the viability of their systems. This tool "may" become a requirement for future applications to RIA for assistance. Our local agencies should begin to prepare now for this great funding opportunity.

- The amendment to Article II Membership and Representation will be on the LCOG Board agenda for approval at the June 23 meeting. If the board so approves, I will seek approval of the County Council's.
- Phil Cromer asked, "are the RIA funds are competitive?"
- Sabrena responded, "yes but more based on need."

5. Executive Session

5.1. Personnel Matter –

- Phillip Taylor MOVED, Buddy Phillips seconded to go into executive session. **Motion carried unanimously.**
- Executive Committee reviewed with the full board its draft performance evaluation of the Executive Director.
- Mary Beth Heyward MOVED, Brian Flewelling seconded to return to open session. **Motion carried unanimously.**
- Mary Beth Heyward MOVED, Brian Flewelling seconded the board accepts the Executive Committee's recommendation on the performance evaluation and a five percent salary increase to the Executive Director. **Motion carried unanimously.**

6. Council Time

- Hampton County's NADO Representative is Pete Hagood.

7. Adjourn

- Joe Flowers MOVED to adjourn the meeting. Mary Beth Heyward seconded. Meeting adjourned.

Minutes submitted by Sabrena Graham.

LCOG does not discriminate on the basis of age, sex, race, color, religion, national origin, disability, familial status, or any other basis of discrimination prohibited by law, in the admission, access, treatment or employment in its federally funded programs or activities. Please call 843-473-3990 to request special accommodations 48 hours in advance of a public meeting or to file a discrimination complaint.

LOWCOUNTRY COUNCIL OF GOVERNMENTS BOARD OF DIRECTORS
THURSDAY, AUGUST 25, 2022, 6:30 P.M.
ZOOM – FACEBOOK LIVE
POINT SOUTH, SOUTH CAROLINA

MINUTES

	<u>PRESENT:</u>	<u>ABSENT:</u>
BEAUFORT COUNTY:	Philip Cromer Brian Flewelling Chris Hervochon Mary Beth Heyward Dan Wood	Gerald Dawson Herbert Glaze Tamara Becker Mark Lawson Paul Sommerville
COLLETON COUNTY:	Esther Black Phillip Taylor, Sr. Joe Flowers Bob Renner	Gene Whetsell Tim Grimsley Greg Pryor
HAMPTON COUNTY:	Pete Hagood Buddy Phillips Nat Shaffer	J.L. Goodwin Albert Wiggins Kevin Brown Joe Hadwin, Jr.
JASPER COUNTY:	John Carroll Danny Lucas Barbara Clark	Chris DuBose Gwen Smith

GUESTS: Craig Winn, Megan Groves, Abraham Champagne

STAFF: Sabrena Graham, Sherry Smith, Mike Butler, Michelle Knight, Stephanie Rossi, Letisha Scotland, Nikki Leak

1. **Call to Order** Chairman John Carroll called the meeting to order at 6:30 pm.
 - 1.1. Pledge of Allegiance
 - 1.2. Invocation
 - Led by Pete Hagood
 - 1.3. Installation of 2022-2023 Officers & Executive Committee Members

<u>Officers</u>	<u>Executive Committee</u>
Chairman—Phillip Taylor (C)	Herbert Glaze (B)
Vice-Chairman—Nat Shaffer (H)	Barbara Clark (J)
Treasurer – Dan Wood (B)	Joe Flowers (C)
Secretary—Danny Lucas (J)	Pete Hagood (H)

- Chairman Carroll requested a motion to accept the 2022-2023 slate of Officers and Executive Committee members. Phil Cromer MOVED. Buddy Phillips seconded. Motion Carried.

1.4. Presentation of Chairman’s Plaque

- Chairman Taylor presented a plaque to outgoing Chairman Carroll and thanked him for his service.

1.5. Introduction of Guests and Staff

1.6. Proxies

- Grey Pryor to Dr. Joe Flowers. Gerald Dawson and Herbert Glaze to Brian Flewelling.

1.7. Approval of June 23, 2022, Minutes

- John Carroll MOVED to approve the minutes as presented, seconded by Barbara Clark. Motion carried.

2. Presentations:

- SCDOT Project Progress Report – was presented by Megan Groves. Report included in packet.

2.2. Presentation from SC Office of Resiliency – Mr. Ran Reinhard

- \$55 million are available for the Stormwater Infrastructure Program. Applications will be due in October, graded in November, and in December monies will be awarded. The goal of the program is to lessen flood events. Mr. Reinhard encouraged applications and spoke of the assistance his office provides with the application process.

3. New Business

3.1. Safe Streets for All Grant—Ms. Stephanie Rossi

- Seeking approval to apply for Safe Streets for All Grant. This grant emphasizes safety programs. The grant requires creation of a safety action plan and once there is a safety action plan in place, future funds can be applied for to implement the plan. The number of fatalities in the region will be considered for awarding the grant. Bob Renner MOVED to authorize application for the Safe Streets for All Grant. Dr. Joe Flowers seconded. Motion carried.

3.2. Rural Transportation Improvement Program Amendments—Ms. Stephanie Rossi

- The first project is a new interstate safety project being implemented on I-95 that will include Colleton County, so it has been included in the TIP. Phillip Cromer MOVED to approve the amendment. Dan Wood seconded. Motion Carried.
- The second project is the widening of I-95 to include mile point 8 to mile point 21 into TIP. Dr. Joe Flowers MOVED to approve the amendment. Esther Black seconded. Motion carried.

3.3. Amendment to Article II Membership and Representation—Ms. Sabrena Graham

- **Membership on the board must be adjusted to maintain fair representation due to population changes in the counties. There will now be 29 representatives. If the amendment is approved, Sabrena Graham will visit the four county councils to seek their approval also. Dr. Joe Flowers MOVED to approve amendment. Dan Wood seconded. Motion carried.**

4. Department Reports

4.1. Finance Report for August 2022 – Ms. Sherry Smith

- A draft of financials was included in packets. Cash flow has not been a problem this month. Auditors will be in the office on Monday and results from the audit will be presented at the October meeting.

4.2. Community and Economic Development Report – Ms. Michelle Knight

- C&ED Department submitted two applications for the fall CDBG round. The deadline for applications was pushed back due to the application deadline for SCIIP. There are multiple SCIIP applications listed that staff are working on diligently.

4.3. Director’s Report – Ms. Sabrena Graham

- I want to thank Mr. Carroll for his service as the Chair and thank the Executive Board. I’m looking forward to working with Chairman Taylor and the new Executive Board.
- LCOG Planning staff and I will be meeting with the Scott Wierman, CEO of the Community Foundation of the Lowcountry (CFL) to talk about a possible partnership. LCOG may aid CFL with gathering data about the region that will help them, and other organizations better serve our communities.
- Dr. Maleena Parkey completed a report about our Aging programs and services. The SC Department of Aging was so pleased with the study that the report will be posted on their state website. She will present her report at our September board meeting. The next phase will be the facility study where our senior centers will be evaluated for needed improvements.
- We are partnering with the other COGs, lead by Catawba Regional COG, on a Brownfields Environmental Site Testing Program (SC BEST). The program was created to fund environmental assessments of brownfield sites on public and private lands. This study can be used to do an assessment of sites, selection of sites, or planning of sites. C&ED Economic Recovery/ Resiliency Specialist Connor Birch will be the point of contact for this project.
- The SCARC Conference will be held in Myrtle Beach November 20-21. Nikki will be contacting board members to find out if you will be attending the conference. All board members are invited to attend.

5. Council Time

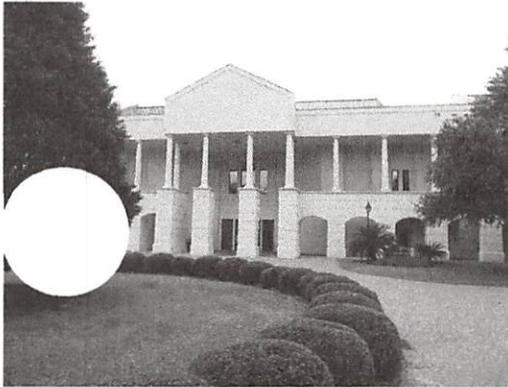
6. Adjourn

- Buddy Phillips MOVED to adjourn the meeting. Barbara Clark seconded. Meeting adjourned at 7:05 pm.

Minutes submitted by Nikki Leak.

LCOG does not discriminate on the basis of age, sex, race, color, religion, national origin, disability, familial status, or any other basis of discrimination prohibited by law, in the admission, access, treatment or employment in its federally funded programs or activities. Please call 843-473-3990 to request special accommodations 48 hours in advance of a public meeting or to file a discrimination complaint.

2021 - 2022 Lowcountry Council Of Governments Board Of Directors



Beaufort County

Phil Cromer, Beaufort City Council

Gerald Dawson, Beaufort County Council*

Brian Flewelling, Beaufort County Council

Herbert Glaze, Beaufort County At-large

Tamara Becker, Hilton Head Island Town Council

Mary Beth Heyward, Port Royal Town Council

Chris Hervochon, Beaufort County Council

Mark Lawson, Beaufort County Council

Paul Sommerville, Beaufort County Council

Dan Wood, Bluffton Town Council*

—

(VACANT)



Colleton County

Esther Black, Colleton County Minority*

Greg T. Pryor, Walterboro City Council

Joseph Flowers, Colleton County Council

Bob Renner, Edisto Beach Town Council (ADVISORY)

Phillip Taylor, Sr., Colleton County Council*

Gene Whetsell, Colleton County Council (ADVISORY)

Mayor Tim Grimsley, Town of Cottageville

—

(VACANT)



Hampton County

Pete Hagood, Hampton County Minority

Kevin Brown, Hampton Town Council

Buddy Phillips, Hampton County Council*

Joe Hadwin, Jr., Estill Town Council

Mayor Nat Shaffer, Town of Varnville*

J.L. Goodwin, Yemassee Town Council (ADVISORY)
(VACANT)



Jasper County

John Carroll, Hardeeville City Council*

Barbara Clark, Jasper County Council*

Danny Lucas, Jasper County At-large

Christopher DuBose, Town of Ridgeland

Gwen Johnson Smith, Jasper County

Minority



LCOG

Sabrina Graham, Executive Director

Nikki Leak, Board Clerk

*** = Executive Board**

Banner Photo: Church of the Cross by Stephanie Rossi

AGREEMENT
CREATING A
REGIONAL COUNCIL OF GOVERNMENTS
FOR THE GEOGRAPHIC AREA OF
BEAUFORT, COLLETON, HAMPTON AND JASPER COUNTIES
TO BE KNOWN AS

THE LOWCOUNTRY COUNCIL OF GOVERNMENTS

WHEREAS, an Agreement did create the Lowcountry Regional Planning Commission in the Spring of 1969; and

WHEREAS, since that time a Constitutional Amendment has been approved by the voters and ratified by the General Assembly which authorizes counties and municipalities to participate fully in Regional Councils of Government and the General Assembly has subsequently amended Article 2 of Act 487 of the 1967 General Assembly to correspond to the wording of the Constitutional Amendment; and

WHEREAS, it is deemed necessary and desirable to revise the original Agreement to correspond with the new enabling legislation;

NOW THEREFORE, the parties hereto do agree to re-create the Lowcountry Regional Planning Commission as a Regional Council of Governments with the powers, duties, and responsibilities hereinafter set forth.

ARTICLE I -- CREATION

Section 1. Creation of the Lowcountry Council of Governments -- There is hereby created a Regional Council of Governments to be known as the Lowcountry Council of Governments, hereinafter referred to as "The Council."

Section 2. Area of Jurisdiction -- The jurisdiction of The Council as set forth in Article 2 of Act 487 of the 1967 General Assembly, as amended shall include all incorporated and unincorporated area within the limits of Beaufort County, Colleton County, Hampton County, and Jasper County, South Carolina, with the exception of that area within the corporate limits of Fairfax, South Carolina located inside Hampton County.

ARTICLE II -- MEMBERSHIP AND REPRESENTATION

Section 1. Membership of the Council -- The counties and incorporated municipalities in The Council's area of jurisdiction which have ratified this agreement shall be members.

Section 2. Representation of Members -- Members shall be entitled to representation on The Council by elected officials and appointed representatives as follows:

- a. The Council shall be composed of 24 representatives of which eight shall be from Beaufort County, six each from Colleton and Hampton Counties and four from Jasper County.
- b. There must be at least one minority group representative and one representative who is not an elected official from each member county and/or the participating municipality therein.
- c. Member counties with a population of less than 20,001, according to the most recent census of population by the U.S. Bureau of Census, shall be represented on The Council by at least one elected official.
- d. Member counties with a population of 20,001 to 40,000, according to the most recent census of population by the U.S. Bureau of Census, shall be represented on The Council by at least three elected officials.
- e. Member counties with a population of 40,001 to 60,000 shall be represented on The

Council by at least four elected officials and with one additional elected official for each additional 20,000 persons or fraction thereof over a population of 60,000 according to the most recent census of population by the U.S. Bureau of Census.

- f. Each member county shall include among its appointed representatives on The Council elected municipal officials at least equal in number to the number of incorporated municipalities located within the respective county having a population of 1,001 to 10,000 according to the most recent census of population by the U.S. Bureau of Census.
- g. Municipalities with a population of over 10,000 according to the most recent census of population by the U.S. Bureau of the Census, shall be represented on The Council by two elected officials.
- h. An incorporated municipality with a population of 1,000 or less may appoint one advisory representative to The Council from its governing body; provided however, that such representative shall not be eligible to vote on matters before The Council or to hold a Council office. Such municipalities shall not be required to participate in the financial support of The Council.
- i. Should the possibility of change occur in the preceding factors on membership representation, as a result of population shift, the above shall be reviewed.

Section 3. Appointments -- Representatives on The Council may be appointed by the County Governing Bodies of the respective counties provided, however, that a municipality which participates financially by payment of its full per capita share of the expenses of The Council shall be entitled to appoint its representative to The Council.

Section 4. Terms -- The terms of representatives to The Council who hold elective public office, including the advisory representative of municipalities with less than 1,001

population shall be co-terminus with their terms of office. Initial terms of representatives who do not hold elective office shall initially serve for a term of two years, or until replaced or reappointed by their respective appointing body.

If any County shall cease to participate in the fiscal support of The Council, the terms of office of all its, and its municipality, representatives shall thereupon expire. Any additional incorporated municipality which attains a population of 1,001 or more, according to the most recent census of population by the U.S. Bureau of the Census, shall be eligible to participate in The Council by notifying The Council of its intention to participate and appointing its elected member to The Council. Any participating municipality which falls below a population of 1,001 according to the most recent census of population by the U.S. Bureau of the Census, shall cease to participate and the term of its representative shall expire; provided, however, such municipality shall still be eligible to have an advisory representative. If any participating municipality is dissolved as an incorporated municipality or consolidates with another municipality, such municipality shall thereupon cease to participate and the terms of its representatives shall expire.

Section 5. Vacancies -- If a vacancy in The Council representation of a member shall occur by reason of death, resignation, change of residence or any other cause, it shall be filled for the duration of the unexpired term in the same manner as the original appointment.

Section 6. Representation, General -- No representative shall receive any compensation for his services on The Council but any representative may be reimbursed from the funds of The Council for any expenses incurred in connection with authorized activities on behalf of The Council. Council representatives may also be members of a local planning council or boards.

ARTICLE III -- COUNCIL STRUCTURE

Section 1. Composition -- The Council, in addition to functioning as a whole entity, shall be subdivided into an Executive Committee and several Advisory Committees to be

established by The Council as warranted. The Council shall elect from among its representatives a Chairman, Vice-Chairman, Secretary and Treasurer for a term of one year or until re-elected or their successors are elected. These four officers shall also serve on the Executive Committee in the same capacity along with four other members of The Council, one selected from and by The Council representatives of each member county. The Executive Director shall serve as the Recording Secretary and perform the required duties of that officer. No county may have more than one of its members serve as an officer during the same period of term.

The Advisory Committees may be drawn from the community at large as well as from the membership of The Council. Members of the Advisory Committees shall be chosen with the approval of the Executive Committee. Specifications for membership, meeting times, and procedures for The Council, Executive Committee and Advisory Committees shall be designated in The Council Bylaws, to be adopted at the appropriate time.

Section 2. Duties -- The duties and responsibilities of The Council, Executive Committee, Advisory Committees shall include but not be limited to the following:

The Council

- a. To annually elect officers - Chairman, Vice-Chairman, Secretary and Treasurer.
- b. To adopt and amend Bylaws whenever necessary.
- c. To adopt an annual budget for The Council.
- d. To establish and change as warranted overall policy for The Council.
- e. To review actions of the Executive Committee and insure their adherence to prescribed Council policy.
- f. To remove any member from the Executive Committee based on a majority vote.
- g. To appoint and dismiss the Executive Director.

3) The Executive Committee

- a. To execute administrative activities of The Council in accordance with policy determined by The Council.
- b. To act on projects and grant requests and allocate funds as directed by The Council.
- c. To receive and authorize the expenditure of funds for The Council, as approved by The Council, for the operation of The Council.
- d. To prepare budget, policy direction and other recommendations for presentation before The Council.

Advisory Committees

- a. To elicit citizen response and opinions on issues pertinent to the particular Advisory Committee's area of concern.
- b. To appraise, research, discuss, and make proposals which will improve the development and environment of the four-county region.
- c. To make recommendations for approval or rejection of grant applications; set priorities on action project fundings; and conduct program areas of work.
- d. To encourage and assist local units of government in planning projects and programs.

From time to time Citizen Advisory Subcommittees may be formed to present a citizen's point of view on issues, programs, and projects of the four-county region and to give assistance to the Advisory Committees.

ARTICLE IV -- FINANCES

Section 1. Definition of Fiscal Year -- The fiscal year as used in this agreement shall be understood to mean the period beginning July 1 and ending on June 30.

Section 2. Adoption of Annual Budget -- At least thirty (30) days prior to the last Council meeting of each fiscal year, the Executive Committee shall prepare and submit to The Council for approval an annual budget for the upcoming fiscal year.

Section 3. Fiscal Support -- Local funds for the operation of The Council shall be provided by the governing body of each member county. The amount of funds shall be provided on a prorated basis between the member counties in accordance with the most recent census of population reported by the U.S. Bureau of Census. The Council presently receives thirty (30) cents per capita from each member county. This amount may be raised or lowered as required to conduct the affairs of The Council.

Section 4. Annual Audit -- As specified in Act Number 487 of the 1967 Acts of the South Carolina General Assembly, each member county shall be provided an annual audit following the close of each fiscal year.

Section 5. Funds payable quarterly in advance -- Each of the county governing bodies ratifying this agreement shall, on or before the first day of each quarter of the fiscal year, furnish twenty-five percent of the total amount to be provided by it during such year. If any governing body shall not have adopted its own operating budget by July 1 of such year, it shall, immediately upon adoption of said budget furnish the amounts then due to The Council under the provisions of this Section.

Section 6. Additional Funds -- The governing body of any participating political subdivision may, during any year, provide funds to The Council in excess of the amount provided in Section 3 above.

Section 7. Use of Funds -- The Council is authorized to expend the monies provided for its use by the participating political subdivisions and monies received from any other source for the employment of professional staff, consultants, clerical and other assistants and other employees, for obtaining office space, for procuring equipment, materials and supplies, and

for such other purposes as The Council shall determine to be necessary and proper in carrying out the functions of The Council within the budget approved by The Council.

Section 8. Contract Authorization -- In the performance of its duties, The Council may cooperate with, contract with, or accept funds from federal, state, and local public and semi-public agencies, foundations, private individuals and corporations; may expend such funds, and may carry out cooperative undertakings and contracts.

Section 9. Termination of Fiscal Support -- No governing body of any political subdivision who provides fiscal support under this agreement shall terminate its participation in the fiscal support of The Council except at the end of a fiscal year.

ARTICLE V — POWERS AND DUTIES

Section 1. Powers and Duties -- In discharging its responsibilities, The Council shall have the power and duty to:

- a. Prepare studies and make recommendations on such matters as it deems appropriate.
- b. Coordinate and promote cooperative programs and action with and among its members and other governmental and non-governmental entities.
- c. Study and make recommendations on matters affecting the public health, safety, general welfare, education, recreation, pollution control, utilities, planning, development and such other matters as the common interest of the participating governments may dictate.
- d. Provide continuing technical assistance, and information to the member local governments and other agencies and individuals.
- e. In general, The Council shall have the power to carry on such planning activities and the development of such studies and programs as it deems to be in the interest

of the area.

- f. Acquire and dispose of real and personal property necessary to the conduct of its business.
- g. After coordination with the appropriate state, local and federal agencies, The Council may adopt such plans and programs as it may from time to time prepare. Such plans and programs as are adopted shall constitute the recommendations of The Council.

Section 2. Plans Advisory Only -- The Council shall act in an advisory and assisting capacity only and any plan or program prepared and adopted by The Council shall have no binding effect on the governing body of any political subdivision.

ARTICLE VI -- IMPLEMENTATION OF AGREEMENT

Section 1. This revised Agreement shall become effective after ratification as provided in Article VIII and shall then supersede the original Agreement which created the Lowcountry Regional Planning Commission, provided however, this revised Agreement shall not affect the officers, by-laws, policies, operating procedures, contractual obligations, program activities, recommendations or other matters as established under authority of such original Agreement.

ARTICLE VII -- AMENDMENTS

The Council may from time to time propose amendments to this Agreement. Any such amendment shall become effective only upon ratification by the governing bodies of the political subdivisions which include at least 66 2/3 percent of the population within the area of jurisdiction who are eligible to appoint voting members to The Council under the terms of this Agreement. The Executive Director shall notify each representative on The Council of any

SSII

proposed amendment affecting this Agreement at least 28 days before action is taken on such a proposal.

ARTICLE VIII -- EFFECTIVE DATE

Section 1. This Agreement shall become effective upon ratification by the governing bodies of the political subdivisions which include at least 80 per cent of the population within the area who are eligible to appoint voting members under the terms of this Agreement, and its approval by the Governor as required by law.

Approved by the County Council for Beaufort County on November 8, 1971.

Colde R. Battey Chairman Attest: [Signature] Administrative Officer

Approved by the Colleton County Board of Administrators on November 10, 1971.

Mark A. Sipp Chairman Attest: Francis O. Bassett Clerk

Approved by the County Council for Hampton County on November 15, 1971.

Paul J. Crews Chairman Attest: Virginia D. Lathan Clerk

Approved by the County Council for Jasper County on November 15, 1971.

Samon Kieckly Chairman Attest: Randa Cope Clerk

Attested to by The Legislative Delegation, 13th Senatorial District.

[Signature]
Senator

11-10-71
Date

[Signature]
Senator

11-22-71
Date

[Signature]
Representative of Beaufort County

11-5-71
Date

[Signature]
Representative of Beaufort County

11-22-71
Date

[Signature]
Representative of Colleton County

11-10-71
Date

[Signature]
Representative of Hampton County

11/24/71
Date

[Signature]
Representative of Jasper County

12-13-71
Date

Approved by the Governor on December 20, 1971.

[Signature]
Governor

BYLAWS OF THE LOWCOUNTRY COUNCIL OF GOVERNMENTS

Article I
Officers

Section 1

The officers of the Council shall be elected to serve for terms of one (1) year and shall serve from the date of election to the 30th day of June following their election with eligibility for re-election, provided that no member may serve as Chairman for more than two (2) consecutive terms.

Section 2

The Chairman shall preside at all meetings of The Council and shall have the authority to call and preside at special meetings. Except as otherwise directed by resolution of The Council, the Chairman shall sign all contracts, reports, and instruments on behalf of The Council. At each meeting the Chairman shall submit such recommendations and information as may be considered proper concerning the affairs and policies of The Council.

Section 3

The Vice-Chairman shall in the absence of the Chairman or his inability to act assume the duties of the Chairman.

Section 4

The Secretary shall keep a record of all business transactions of The Council, serve notification to all members of all meetings, keep and file all official records of The Council, and perform such other duties in regard to records as The Council or the Chairman may direct.

Section 5

The Treasurer shall keep the financial records and books of account. Council funds shall be deposited in such bank or banks or depositories as The Council may designate, provided that the funds be deposited as secured accounts. The Treasurer shall make such reports of The Council's financial condition as may be directed by the Chairman or by resolution of The Council. An annual audit of the Council's books shall be made at the end of the fiscal year.

Section 6

A vacancy occurring in any office shall be filled by election from among the duly appointed representatives of The Council for the unexpired term.

Article II
Meetings

Section 1

The Council shall meet at least quarterly. All official meetings of The Council except executive sessions shall be open to the public.

Special meetings may be held at the call of the Chairman or by written request of three (3) representatives provided that notice of such meetings shall be given to all representatives at least 24 hours before the hour for which such meeting is called.

Section 2

The Executive Director shall prepare an agenda for each regular meeting. The agenda shall be mailed to the representatives prior to the meeting. Copies of the agenda shall be made available to the public, if requested. Any matter not listed on the agenda may be introduced by any representative after the matters listed on the agenda have been considered.

Section 3

Members of the LCOG Board, its Executive Committee, advisory committees and subcommittees shall attend in person at least fifty percent (50%) of all scheduled or called meetings during a calendar year. In the event a member is absent from fifty percent (50%) of the meetings held during a calendar year, the Board of Directors will ask for the resignation of that individual and a new appointment will be made. The only exception to this would be when a Board member with a previously good attendance record has an illness requiring hospitalization and necessitating those absences. Whenever a member is unable to attend a meeting, he is encouraged to designate a proxy. An LCOG Board member who is an elected official may designate only another elected official of the governmental body which he represents or an executive, professional or chief administrative officer of that governmental body. Likewise, minority and at-large members may designate only minority or at-large proxies.

Section 4

Twenty-five percent (25%) of the total number of representatives on The Council shall constitute a quorum for the purpose of conducting business provided that at least one representative from each of the four counties or a municipality therein is present. If each county is not so represented, fifty percent (50%) of the total number of representatives on The Council shall constitute a quorum. If less than a quorum is present at any meeting a majority of those present in person may adjourn the meeting from time to time without further notice, provided that the Secretary shall notify any absent representatives of the time and place of such adjourned meeting.

Voting shall be by voice and shall not be recorded by yea's and nay's unless requested by a member of The Council. Secret ballots will be used if requested by any representative.

Section 6

No representative shall vote or participate in the discussion on any issue in which he has a direct personal, professional or financial interest or where there exists a reasonable doubt as to a conflict of interest.

Section 7

When a representative is unable to attend a meeting or must leave a meeting before a vote is taken, his proxy shall be accepted and used for voting as he directs, but only under the following circumstances:

- (a) The proxy shall be in writing and bear the signature of the absent representative;
- (b) The proxy shall specifically and clearly state the representative's vote;
- (c) The proxy shall contain a statement that the absent representative is well informed as to the facts of the question to be voted on;
- (d) If the question is one on which a hearing has been held, the proxy shall contain a statement that the representative was present at the hearing.

PROVIDED, HOWEVER, THAT any member of The Council who is an elected official may give a general proxy to another elected member of the governmental body of which he is a member or to an executive, professional or chief administrative officer of such governmental body not to exceed four times per fiscal year.

Section 8

All meetings of The Council shall be governed by Roberts Rules of Order except when such rules of order are in conflict with these Bylaws.

Article III Advisory Groups

Section 1

The member governing authorities shall recommend to the Executive Committee of The Council the names of persons to serve on the Advisory Committee. The Executive Committee shall appoint Advisory Committee members from these recommendations.

Section 2

Advisory Committees shall submit their findings and recommendations in writing to The Council for action as needed. No findings or recommendations of any Advisory Committee shall be reported or published until presented formally to The Council at an official meeting.

Article IV
Staff

Section 1

The Executive Director shall be responsible to The Council for operating its affairs, employing personnel for authorized positions and directing, disciplining and coordinating the activities of employees; and budgeting in accordance with procedures approved by The Council. He may consult with and retain such experts as appears necessary.

Section 2

The Council shall determine the extent of employee salaries and benefits provided for the staff.

Section 3

The Executive Director shall, in the absence of the Chairman, represent The Council. Toward this end he shall take official action in accordance with policies set by The Council. When there is an obvious conflict of interest, public controversy, or uncertainty as to any matter, he shall obtain prior approval of The Council before taking action thereupon.

Article V
Amendments

Section 1

These Bylaws may be amended at any regular or special meeting by an affirmative vote of a majority of the members of The Council provided that an advance notice of the proposed change be included in the agenda for the meeting.

These Bylaws were adopted at the regular meeting of The Council on July 27, 1972 and amended on January 29, 1976 and March 26, 1987.

RESOLUTION

WHEREAS, the people of the State of South Carolina approved an amendment to Article VII of the Constitution of South Carolina, 1895, so as to allow the General Assembly to authorize counties and municipalities to establish Regional Councils of Government and provide financial support therefore; and

WHEREAS, the General Assembly of South Carolina has ratified said Constitutional Amendment and amended Article Two of Act 487 of 1967 to authorize counties and municipalities within ten specified multi-county areas to create Regional Councils of Government by executing an appropriate agreement; and

WHEREAS, it is proposed that the four counties of Beaufort, Colleton, Hampton, and Jasper Counties create a Regional Council of Governments as provided by law; and

WHEREAS, an appropriate agreement to create the Regional Council of Governments to be known as the Lowcountry Regional Planning Council has been reviewed and approved by the Attorney General of South Carolina; and

WHEREAS, the County Council of Beaufort County find it necessary and desirable to create and participate in the support of the Regional Council of Governments as set forth in said agreement;

NOW THEREFORE be it resolved by the County Council of Beaufort County that the attached agreement creating the Regional Council of Government is hereby approved and the County Council Chairman and Administrative Officer are authorized to execute the agreement on behalf of the County Council.

Done this 8 day of November, 19 71

<u>[Signature]</u>	<u>[Signature]</u>

ATTEST:

[Signature]
Administrative Officer
Title

RESOLUTION

WHEREAS, the people of the State of South Carolina approved an amendment to Article VII of the Constitution of South Carolina, 1895, so as to allow the General Assembly to authorize counties and municipalities to establish Regional Councils of Government and provide financial support therefore; and

WHEREAS, the General Assembly of South Carolina has ratified said Constitutional Amendment and amended Article Two of Act 487 of 1967 to authorize counties and municipalities within ten specified multi-county areas to create Regional Councils of Government by executing an appropriate agreement; and

WHEREAS, it is proposed that the four counties of Beaufort, Colleton, Hampton, and Jasper Counties create a Regional Council of Governments as provided by law; and

WHEREAS, an appropriate agreement to create the Regional Council of Governments to be known as the Lowcountry Regional Planning Council has been reviewed and approved by the Attorney General of South Carolina; and

WHEREAS, the County Council of Hampton County find it necessary and desirable to create and participate in the support of the Regional Council of Governments as set forth in said agreement;

NOW THEREFORE be it resolved by the County Council of Hampton County that the attached agreement creating the Regional Council of Government is hereby approved and the Chairman and Clerk are authorized to execute the agreement on behalf of the County Council.

Done this 15 day of Nov., 1971.

N. Sweet M. Hensel

M. J. McLean

Charles J. Brown

Richard D. Brown

ATTEST:

William D. Taylor

County Clerk

Title

Attested to by The Legislative Delegation, 13th Senatorial District.

[Signature]
Senator

11-10-71
Date

[Signature]
Senator

11-22-71
Date

[Signature]
Representative of Beaufort County

1-5-71
Date

[Signature]
Representative of Beaufort County

11-22-71
Date

[Signature]
Representative of Colleton County

11-10-71
Date

[Signature]
Representative of L.ampton County

11/24/71
Date

[Signature]
Representative of Jasper County

12-1-13-71
Date

Approved by the Governor on December 20, 1971.

[Signature]
Governor



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Resolution to Approve ARPA-Funded Sign-On Bonus Policy
MEETING NAME AND DATE:
County Council Meeting – October 24, 2022
PRESENTER INFORMATION:
Scott Marshall, Human Resources Director 10 Minutes
ITEM BACKGROUND:
Approved by Executive Committee on October 10, 2022 with a request to increase required retention of employees to two years, vs. one year as indicated in the version of the Resolution that was considered. This modification has been made to Exhibit “A,” the Human Resources Policy Document.
PROJECT / ITEM NARRATIVE:
Staff is requesting County Council consideration of a Resolution to approve a policy to provide sign-on and relocation bonuses to fill critical public safety positions in the Detention Center, EMS and the Sheriff's Office. This policy will provide a means to execute Council's prior approval of the expenditure of \$500,000.00 in ARPA funds for such a purpose. The policy associated with the resolution will provide new employees in the above departments with a total sign-on bonus of \$2,500.00, payable in two installments: one upon hire and the other after completing the probationary period of employment. The policy also allows for a \$2,500.00 relocation bonus for eligible new hires. There are claw back provisions for employees who voluntarily separate prior to serving for two years. There is also a provision that prevents any single employee from receiving multiple bonuses. As drafted, this policy will expire after the \$500,000.00 in ARPA funds are expended, or December 31, 2024, whichever is sooner.
FISCAL IMPACT:
\$500,000 from ARPA Funds.
STAFF RECOMMENDATIONS TO COUNCIL:
Approval of Resolution as submitted.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny Resolution to Approve ARPA-Funded Sign-On Bonus Policy

RESOLUTION NO 2022-_____

**A RESOLUTION TO APPROVE AMERICAN RESCUE PLAN ACT-FUNDED
PUBLIC SAFETY RECRUITMENT INITIATIVES**

WHEREAS, the Federal government has allocated funding to each state (the “Funds”) under the American Rescue Plan Act (the “Act”); and

WHEREAS, Beaufort County has received \$37,17,446 under the Act; and

WHEREAS, the Federal government has provided guidance on eligible uses of the Funds and within specified time frames for expenditure of the Funds; and

WHEREAS, Beaufort County seeks to expend the Funds according to these provisions; and

WHEREAS, one of the eligible uses of Funds received under the Act is restoring and bolstering public sector capacity and workforce for public safety positions; and

WHEREAS, the Beaufort County Detention Center, Emergency Medical Services Department and the Sheriff’s Office continue to experience chronic staffing vacancies in critical public safety positions; and

WHEREAS, on December 6, 2021, the Executive Committee of County Council voted to authorize the expenditure of \$500,000 to create incentives for Human Resources to utilize in recruitment efforts through stipends, signing bonuses and other incentives to hire and keep employees; and

WHEREAS, Beaufort County Ordinance 2022/16 authorized such expenditures to include personnel expenditures in the amount of \$3,557,446, which is inclusive of \$500,000 to create incentives for staffing critical public safety positions; and

WHEREAS, County Council wishes to authorize the County Administrator to execute policy which will facilitate the expenditure of these Funds for such a purpose.

NOW, THEREFORE, be it resolved by County Council, in a meeting duly assembled, that the County Administrator is authorized to carry out the policies and procedures as detailed in *Beaufort County Human Resources Policy Document 2022-4, ARPA-Funded Public Safety Recruitment Incentives*, attached hereto as Exhibit “A.”

IT IS SO RESOLVED.

Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock,
Clerk to Council

Beaufort County Human Resources Policy Document 2022-4**ARPA-Funded Public Safety Recruitment Incentives**

- I. **Purpose of Policy.** The purpose of this policy is to define and direct a process for providing monetary recruitment incentives made possible by funding through the American Rescue Plan Act. It is intended to be a tool to help fill long-standing vacancies in critical public safety positions.
- II. **Applicability of Policy.** This policy is applicable to all positions within the Emergency Medical Services Department, the Detention Center and the Beaufort County Sheriff's Office.
- III. **Terms.**
 - A. **Sign-On Bonus (SOB).** A monetary award provided as an incentive for accepting employment. For the purpose of this policy, the SOB amount is \$5,000.00.
 - B. **Relocation Assistance Stipend (RAS).** A monetary award associated with a change of residence in conjunction with accepting employment. For the purpose of this policy, the RAS amount is \$2,500.00.
 - C. **Hire Date.** The Hire Date is the date upon which the employee initially reports for work. Ordinarily this is the date the employee attends Employee Orientation and signs all initial hire paperwork.
- IV. **Eligibility Requirements.**
 - A. **To be eligible for the SOB,** an employee:
 1. Must pass all pre-employment screening requirements and complete the employee onboarding process; and
 2. Must not have previously received an SOB from Beaufort County.
 3. Additionally, an employee of Beaufort County on the effective date of this policy who separates from employment after the effective date of the policy, is not eligible for the SOB any earlier than one year following separation of employment.
 - B. **To be eligible for the SOB with accompanying RAS,** in addition to the requirements in paragraph IV. A., an employee:
 1. Must not live within a 30-mile radius of the Beaufort County Robert Smalls Government Complex located at 100 Ribaut Road, Beaufort, South Carolina at the time of application for employment.
 2. Must relocate to an address within Beaufort County, from which they will commute to and from work upon commencement of employment.
 3. Must establish Beaufort County residency within six (6) months of Hire Date.
 4. Provide at least two forms of documentation such as an updated driver's license, a lease agreement, mortgage, utility bill, etc. for verification of relocation to a Beaufort County address.
- V. **Program Implementation.**
 - A. **Responsibility.** Administrative oversight and execution of this policy is the responsibility of the Human Resources Department who will author all forms, contracts and other procedures which may be necessary to implement this policy.

Beaufort County Human Resources Policy Document 2022-4

B. Effective Date. This policy is effective upon the first day of the first month following County Council's formal approval by Resolution.

C. Distribution of Funds.

1. The \$5,000.00 SOB will be paid in two gross installments of \$2,500.00 each and will be subject to mandatory withholdings.
 - a. The first installment of \$2,500.00 will be paid as soon as practicable following Hire Date.
 - b. The remaining \$2,500.00 will be paid upon completion of the employee's probationary period of employment.
2. The \$2,500.00 RAS will be paid following the employee's Hire Date and verification of Beaufort County residency and is also subject to any mandatory withholdings.
3. Employee Responsibility.
 - a. Repayment of Bonus(es).
 - i. Voluntary Separation of Employment. An employee accepting an SOB or an SOB with accompanying RAS is expected to remain in the employ of Beaufort County for a period of not less than two years following the Hire Date. If an employee who is in receipt of an SOB or an SOB with RAS voluntarily resigns with a separation of employment effective date within two years of the Hire Date, then the employee must return a pro-rated portion of those bonus(es). Recoupment of the separated employee's financial obligation shall follow established procedures for outstanding debt to the County owed by an employee at time of separation.

The pro-rated, remaining financial obligation owed by the employee is calculated as follows:

Total Amount of SOB/RAS received divided by 24, multiplied by the number of full calendar months remaining between the date of separation from employment and two years from Hire Date.

- ii. Involuntary Separation of Employment. When employment is terminated involuntarily either by discharge at the will of Beaufort County or by the death of the employee, the employee, or the employee's estate, will not incur a financial obligation as a result of receiving an SOB or an SOB with accompanying RAS.

VI. Program Termination. Unless otherwise revised by an accompanying County Council budget amendment, this policy will remain in effect until:

- A. **Funds for this program, in the amount of \$500,000.00, have been fully expended;** or
- B. **December 31, 2024,** whichever is sooner.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
A Resolution to Consider Adjusting the Scope of the US 278 Corridor Project
MEETING NAME AND DATE:
Public Facilities Committee – August 22, 2022
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator – Infrastructure (15 mins)
ITEM BACKGROUND:
The US 278 Corridor Project is part of the 2018 Sales Tax Program and is currently under preliminary design and working through the Environmental Assessment process.
PROJECT / ITEM NARRATIVE:
In an effort to move the project forward and mitigate potential schedule delays and cost overruns, a reduction in scope may prove beneficial to simplify the project. The new scope would include the bridge replacements and bridge abutments only. The bridge would be a single structure as represented in the refined, preferred alternative. The new project termini would be from the Moss Creek intersection to the newly consolidated Windmill Harbor intersection
FISCAL IMPACT:
Any fiscal impacts to the project attributed to the potential change in scope would first be contemplated with SCDOT and the State Infrastructure Bank.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the resolution to adjust the scope of the US 278 Corridor Project.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny a resolution to adjust the scope of the US 278 Corridor Project <i>Next Step: Move forward to County Council for approval of the resolution.</i>

RESOLUTION 2022/ _____

US 278 CORRIDOR PROJECT SCOPE ADJUSTMENT

WHEREAS, the US 278 Corridor Traffic Improvements, further known as the “Project”, is a Beaufort County Project and is part of the 2018 Sales Tax program; and

WHEREAS, the project limits for the project is from Moss Creek intersection to Spanish Wells Road Intersection; and

WHEREAS, the Project is currently in the preliminary design stage and is working through the Environmental Assessment process; and

WHEREAS, as part of the Environmental Assessment process a preferred alternative for the Project was identified and presented at a public hearing held on July 22, 2021; and

WHEREAS, due to comments from the public and the Town of Hilton Head, the project plans were updated and incorporated into the refined preferred alternative. The updated plans were presented in a follow-up public information meeting held on March 3, 2022; and

NOW, THEREFORE, BE IT RESOLVED, that in an effort to move the Project forward and mitigate potential schedule delays and costs overruns, Beaufort County Council hereby supports the reduction in the Project scope to only the bridge replacements and bridge abutments. The new project termini would be from the Moss Creek intersection to the newly consolidated Windmill Harbor intersection so long as:

- SCDOT, State Infrastructure Bank, and FHWA are agreeable to the scope reduction
- The proposed changes do not jeopardize the established funding for the Project

The Project, as amended, is not subject to municipal consent pursuant to SC Code Sections 57-5-820 and 830.

This Resolution shall be effective immediately upon approval.

Dated this _____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

Joseph F. Passiment

Attest:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
Approval of a resolution authorizing the County Administrator to move forward with Option one of the Facilities Master Plan to include an offsite Law Enforcement Center.
MEETING NAME AND DATE:
County Council October 24, 2022
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator Infrastructure 15 minutes
ITEM BACKGROUND:
The Facility Master Plan was presented by our consultant Creech & Associates in October 18, 2021. Included in the plan was a space needs assessment for all departments forecasted for the next 30 years. Public Facilities Committee met on October 17, 2022 and voted unanimously to proceed with Option one (1).
PROJECT / ITEM NARRATIVE:
There were three layouts at the main campus. Each plan provided different options for the Law Enforcement Center, the Administration Building, and the Detention Center. Direction is needed from Council on the preferred location of each facility so staff can develop an implementation and funding plan.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends moving forward with Option 1 of the Facility Master Plan as approved by the Public Facility Committee.
OPTIONS FOR COUNCIL MOTION:
Motion to approve a resolution authorizing the County Administrator to move forward with Option one of the Facilities Master Plan to include an offsite Law Enforcement Center.

RESOLUTION 2022/

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO MOVE FORWARD WITH OPTION ONE OF THE FACILITIES MASTER PLAN TO INCLUDE AN OFFSITE LAW ENFORCEMENT CENTER;

The County Council of Beaufort County (the “*Council*”), the governing body of Beaufort County, South Carolina (the “*County*”), has made the following findings of fact;

WHEREAS, the County commissioned a space needs analysis and a Facilities Master Plan. The plan is deemed to be a comprehensive representation of future facilities needs of the county over the next 30 years; and

WHEREAS, the study was completed by Creech and Associates in March 2021; and

WHEREAS, included in the Facilities Master Plan provided three (3) options for the Beaufort campus, all with approximately the same cost; and

WHEREAS, all three (3) options, noting that Beaufort is the County Seat, reaffirm the Beaufort Campus as the County:

- Judicial Center (including the detention center)
- Administration Center; and

WHEREAS, the primary differences between the options are:

- Option 1 relocates the Law Enforcement Center (LEC) offsite,
- Options 2 & 3 retained the LEC on the campus creating a more congested site; and

WHEREAS, the next step for the Administration would be to prepare an implementation plan, including

- Land purchase;
- Priority and phases of planned facilities;
- Funding, and

WHEREAS, the Administration has requested direction from County Council, and

WHEREAS, the Public Facilities Committee unanimously endorses Option 1 and the Plan.

NOW, THEREFORE, BE IT RESOLVED BY COUNTY COUNCIL OF BEAUFORT COUNTY, in a meeting duly assembled, as follows:

Beaufort County Council endorses:

- The Facilities Master Plan and its Option 1 to serve as a roadmap for addressing future Council Facility’s needs, and
- The Beaufort Campus to remain as the County’s Judicial and Administration Centers.

ADOPTED, this 24th day of October 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

BEAUFORT CAMPUS SITE OPTION 1



NOTE If parking is deemed inadequate, parking garages can be built on proposed surface lots

DESIGN DRIVERS

- Keep administration, court functions, law enforcement, and the detention center all co-located on one campus
- Stay on west side of Ribaut, no structured parking
- LEC located offsite or indicated dashed

DEVELOPMENT SUMMARY

PROPOSED FACILITIES

ADMIN. BUILDING:	90,000 GSF
ARTHUR HORNE:	23,000 GSF
ANNEX:	15,400 GSF
DETENTION CENTER:	90,000 GSF
PROPOSED OPTION 1 TOTAL:	218,400 GSF

EXISTING FACILITIES TO REMAIN

DETENTION CENTER:	100,000 GSF
ADMIN. BUILDING:	34,000 GSF
COURTHOUSE:	59,000 GSF
EXISTING OPTION 1 TOTAL:	193,000 GSF

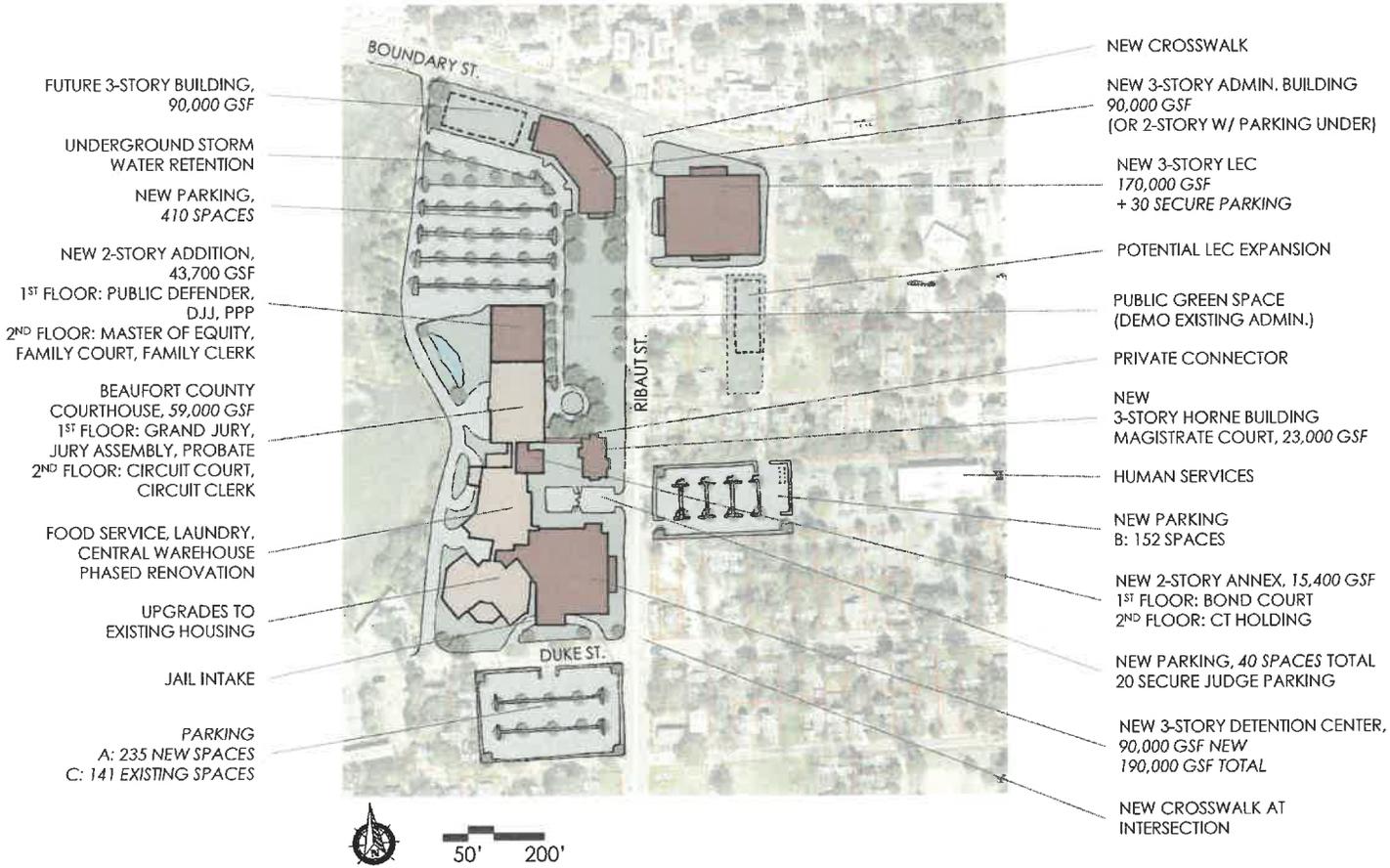
OPTION 1 TOTAL:	411,400 GSF
OPTION 1 + 90,000 GSF FUTURE:	501,400 GSF

NEW/REWORKED PARKING:	425
NEW PARKING:	332
SECURE PARKING:	20
TOTAL PROVIDED:	A&B:777 A:700 B&C:683
REQUIRED PARKING:	557

EXISTING TOTAL:	240,000 GSF
EXISTING PARKING:	656

OPTION 1 TOTAL:	411,400 GSF
OPTION 1 TOTAL PARKING:	777

BEAUFORT CAMPUS SITE OPTION 2



NOTE If parking is deemed inadequate, parking garages can be built on proposed surface lots

DESIGN DRIVERS

- Keep administration, court functions, law enforcement, and the detention center all co-located on one campus
- Preserve marsh views for new development (no structured parking)
- Create a city/county civic center at the intersection of Boundary St. and Ribaut St. with prominent civic buildings at each corner

DEVELOPMENT SUMMARY

PROPOSED FACILITIES

ADMIN. BUILDING:	90,000 GSF
LEC:	170,000 GSF
ARTHUR HORNE:	23,000 GSF
ANNEX:	15,400 GSF
DETENTION CENTER:	90,000 GSF
COURT ADDITION:	43,700 GSF
PROPOSED OPTION 2 TOTAL:	432,100 GSF

EXISTING FACILITIES TO REMAIN

DETENTION CENTER:	100,000 GSF
COURTHOUSE:	59,000 GSF
EXISTING OPTION 2 TOTAL:	159,000 GSF

OPTION 2 TOTAL:	591,100 GSF
OPTION 2 + 90,000 GSF FUTURE:	681,100 GSF

NEW PARKING:	817
SECURE PARKING:	50
TOTAL PROVIDED:	A&B: 867 B&C: 773
REQUIRED PARKING:	737

EXISTING TOTAL:	240,000 GSF
EXISTING PARKING:	656

OPTION 2 TOTAL:	591,100 GSF
OPTION 2 TOTAL PARKING:	867

BEAUFORT CAMPUS SITE OPTION 3



NOTE If parking is deemed inadequate, parking garages can be built on proposed surface lots

DESIGN DRIVERS

- Keep administration, court functions, law enforcement, and the detention center all co-located on one campus
- Preserve marsh views for new development (no structured parking)
- Create a city/county civic center at the intersection of Boundary St. and Ribaut St. with civic development and greenspace at each corner while maintaining use of the existing administration building

DEVELOPMENT SUMMARY

PROPOSED FACILITIES

LEC:	141,400 GSF
ADMIN. BUILDING:	75,000 GSF
ARTHUR HORNE:	23,000 GSF
ANNEX:	15,400 GSF
DETENTION CENTER:	90,000 GSF
COURT ADDITION:	43,700 GSF
PROPOSED OPTION 3 TOTAL:	388,500 GSF

EXISTING FACILITIES TO REMAIN

DETENTION CENTER:	100,000 GSF
ADMIN. BUILDING:	34,000 GSF
COURTHOUSE:	59,000 GSF
EXISTING OPTION 3 TOTAL:	193,000 GSF

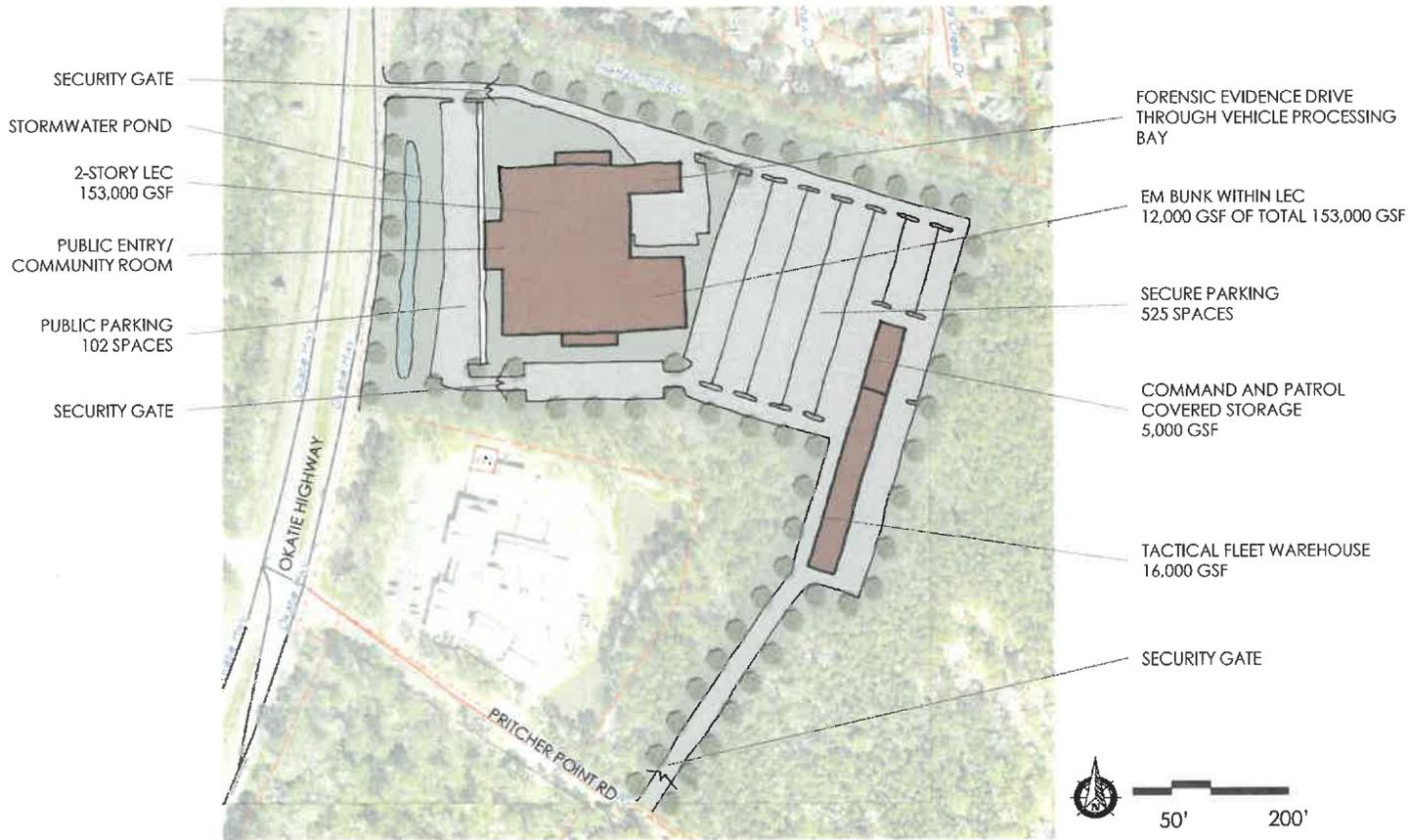
OPTION 3 TOTAL: 596,500 GSF

NEW PARKING:	767
SECURE PARKING:	20
TOTAL PROVIDED:	A&B:787 B&C:693 A:663 649
REQUIRED PARKING:	649

EXISTING TOTAL: 240,000 GSF
EXISTING PARKING: 656

OPTION 3 TOTAL: 596,500 GSF
OPTION 3 TOTAL PARKING: 787

LEC OKATIE HIGHWAY TEST FIT SITE



DESIGN DRIVERS

- Create a centrally located LEC that will allow all LEC functions to be consolidated in one building

DEVELOPMENT SUMMARY

LEC:	141,000 GSF
EM BUNK:	12,000 GSF
COVERED STORAGE:	5,000 GSF
FLEET WAREHOUSE:	16,000 GSF
LEC OKATIE TOTAL:	174,000 GSF
PUBLIC PARKING:	102
SECURE PARKING:	525
TOTAL PROVIDED:	627
REQUIRED PARKING:	510



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 30.

ITEM TITLE:
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF DEVELOPMENT RIGHTS ON TAX MAP SERIAL NUMBER R300 017 000 180A 0000, R300 017 000 180F 0000 AND ALSO KNOWN AS VILLAGE CREEKSIDE
MEETING NAME AND DATE:
County Council, Monday, October 24, 2022
PRESENTER INFORMATION:
Ms. Kate Schaefer, Director of Land Protection, Beaufort County Open Land Trust 5 minutes
ITEM BACKGROUND:
Rural and Critical Land Preservation Board recommended approval for due diligence on 7/8/21, NRC 8/9/21 Rural and Critical Land Preservation Board recommended approval for PDR on 9/8/22 Natural Resources Committee recommended to move to County Council for approval on 10/06/22
PROJECT / ITEM NARRATIVE:
Village Creekside PDR is recommended approval. 15 acres with PDR price of \$348,750. Easement terms include extensive river buffers and dock limits to protect Village Creek, a historic working waterfront. Neighboring properties will voluntarily enact deed restrictions
FISCAL IMPACT:
\$348,750 PDR Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 4500)
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve Village Creekside PDR Motion to modify Village Creekside PDR Motion to reject Village Creekside PDR

RESOLUTION 2022/_____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF DEVELOPMENT RIGHTS ON TAX MAP SERIAL NUMBER R300 017 000 180A 0000, R300 017 000 180F 0000 AND ALSO KNOWN AS VILLAGE CREEKSIDE

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the development rights on property currently identified as TMS R300 017 000 180A 0000, R300 017 000 180F 0000 consisting of +/- 15 acres and also known as Village Creekside; collectively hereinafter “Village Creekside” and

WHEREAS, the purchase of development rights of Village Creekside has been demonstrated to meet the Critical Lands Criteria of the Rural and Critical Lands Program (“RCLP”); and

WHEREAS, the proposal to purchase development rights for Village Creekside is for a conservation easement with a purchase price of \$348,750.00 plus closing costs; and

WHEREAS, the conservation easement for Village Creekside shall be substantially similar to Exhibit A attached hereto and incorporated herein by reference, and the purchase agreement shall be substantially similar to Exhibit B attached hereto and incorporated herein by reference; and

WHEREAS, the proposed purchase development rights associated with Village Creekside was presented to the Rural and Critical Land Preservation Board (RCLPB) at the September 8, 2022, meeting and the RCLPB unanimously recommended approval of the purchase; and

WHEREAS, the proposed purchase of development rights of Village Creekside was presented to the Natural Resources Committee at the October 10, 2022, meeting at which time it was referred to County Council; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to execute the necessary documents for the purchase development rights through a conservation easement on Village Creekside.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding in the amount of \$348,750 plus closing costs for the purchase of development rights for the real property identified as TMS No. R300 017 000 180A 0000, R300 017 000 180F 0000 and also known as Village Creekside.

Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

WHEREAS, Village Creekside is immediately downstream from Saint Helena Commercial Fishing Village Overlay zone which recognizes that the “ cultural contributions of the seafood industry to Beaufort County are so significant and appealing that the County strives to maintain the seafood industry aura” and applies overlay standards to areas that are “currently and historically used for commercial fishing” in order to “preserve and/or recognize existing and potential commercial fishing areas and related activities and developments and to minimize and reduce conflicts between the seafood industry and residential development”; and

WHEREAS, the Property contains relatively natural habitats including fallow agricultural fields, mixed pine/hardwood upland stands and maritime forest and healthy river buffers along Village Creek, all of which can support a variety of floral and faunal species; and

WHEREAS, the Property contains healthy river buffers, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from developed lands, and also provide critical habitat for a variety of wildlife species; and

WHEREAS, Beaufort County Community Development Code recognizes that a vegetated river buffer minimizes erosion and preserves stream banks and Village Creekside will more than double the area of protected river buffer along Village Creek; and

WHEREAS, the Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds, ground-nesting birds, waterfowl and other avian species, and also including feeding, breeding and resting areas for native small and large game and non-game mammals, as well as feeding and breeding areas for amphibians and reptiles; and

WHEREAS, preservation of the Property shall serve the following purposes: preservation as a relatively natural habitat of fish, wildlife, or plants or similar ecosystem; and, the preservation of open space (including farmland and forest land) for scenic enjoyment from public vantage points by the public and/or maintaining or enhancing air or water quality.

WHEREAS, the specific Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, are summarized hereunder and documented in a report on file at the **Grantee’s** office and incorporated herein by this reference (hereinafter the “Baseline Documentation”), which consists of maps, reports and photographs (including aerial imagery and on-site photographs taken by a representative of the **Grantee**), and property review occurs prior to easement, and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Protected Property at the time of this Easement and is intended to serve as an objective point of reference from which **Grantee** shall monitor and enforce compliance with the terms of this Easement; and

WHEREAS, **Grantor** believes that through this Easement, the natural resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its continued use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, in perpetuity; and

WHEREAS, **Grantor** is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with this Easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the “SC Code”) §27-8-10, *et. seq.* (The South Carolina Conservation Easement Act of 1991) (hereinafter the “Act”), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and

WHEREAS, this Easement contains the conservation purposes pursuant to the Act, as outlined therein and stated below:

- (A) “retaining or protecting natural, scenic, or open-space aspects of real property”;
- (B) “ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use”;
- (C) “protecting natural resources”;
- (D) “maintaining or enhancing air or water quality” and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property pursuant to Code §170(h) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter “Treasury Regulations”) as follows:

(I) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement; and

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a significant public benefit, including the policies and public benefits described in the recitals to this Easement;

WHEREAS, **Grantor** and **Grantee** agree these purposes can be accomplished by the **Grantor** voluntarily placing perpetual restrictions upon the use of the Protected Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Protected Property so as to be considered a “qualified conservation contribution” as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the **Grantee** is a corporation of which its purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1); and **Grantee** is a holder of conservation easements as conservation easements are defined by the Act; and, **Grantee** is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas and is not a private foundation under Code §509;

NOW, THEREFORE, in consideration of payment to Grantor of the sum of Three hundred and forty eight thousand, seven hundred and fifty dollars and no cents (\$348,750) and the above and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and pursuant to the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth. **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants,

conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. Purpose. The purpose of this Easement (hereinafter the “Purpose”) is to protect the Conservation Values (detailed in the Recitals above and outlined below) and to preserve the Protected Property for the continuation of historic and traditional uses and activities, as well as other limited uses, provided no such uses significantly impair or degrade the Conservation Values. The Conservation Values of the Protected Property include the following:

- 1) Relatively natural habitat and biological diversity,
- 2) Open space for agricultural or forestry use,
- 3) Preservation or enhancement of downstream water quality in Village Creek
- 4) Scenic views of the Protected Property from Village Creek
- 5) Preservation of extensive river buffers to enhance a working waterfront area along Village Creek

The protection of these Conservation Values by stewardship, enforcement, and monitoring in perpetuity is set forth in this Easement.

This Purpose is to ensure that the Protected Property will be retained in perpetuity predominantly in its relatively natural and scenic condition for conservation purposes and to prevent any use of the Protected Property that would significantly impair or interfere with the Conservation Values of the Protected Property, while allowing for limited low-impact rural residential, recreational, agricultural, forestry and other open-space uses of the Protected Property that are compatible with and not destructive of those Conservation Values. It is the intent of the parties that Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the Purpose of this Easement. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Protected Property imposed by law.

2. Definitions. For the purposes of this Easement, **Grantor** and **Grantee** agree that those bold-faced terms that appear throughout this Easement shall be defined as follows:

Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Protected Property including crop production, animal husbandry, floriculture and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include **Feedlots**, intensive livestock production facilities nor any type of large-scale operation where animals are unnecessarily confined to maximize intensive large-scale production; however, non-intensive small-scale farming uses for the benefit of **Grantor**, **Grantor’s** family or local agriculture shall be allowed which may include fences, pens and similar containment methods. Notwithstanding the above, commercial aquaculture and/or mariculture activities must have **Approval**.

Agricultural Structure shall be defined as any building designed to be used or currently used in conjunction with permitted **Agricultural Activities** or **Forest Management Practices**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise permitted as described in Paragraph 10. The rationale for requiring the **Grantor** to receive

Approval is to afford **Grantee** an adequate opportunity to evaluate the activities in question to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents and approvals.

Building Height shall be measured, for the purposes of any permitted structure, from ground elevation or the legal building elevation within a Federal Emergency Management Agency (or successor agency) flood zone, whichever is greater, to the top of the highest structural component, excluding chimneys, antennas and weather vanes.

Conservation Values shall mean those values outlined in recitals to this Easement.

Designated Building Area shall be defined as those two (2) areas, each no larger than approximately three (3) acres in size, designated for the siting of all **Residential Structures**, **Related Outbuildings**, and **Agricultural Structures**, the location and configuration of which shall be as set forth in Exhibit B to this Conservation Agreement.

Feedlot shall be defined as any confined area or facility for feeding livestock for commercial purposes, or within which the land is not grazed or cropped at least annually, or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with the **Grantee** and agreed upon by both **Grantor** and **Grantee**, which outlines **Forest Management Practices** on the Protected Property. The **Forest Management Plan** shall be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Forest Management Practices shall be defined as the production, improvement and maintenance of pine and hardwood forest lands for timber production and commercial harvesting, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silvicultural practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, harvesting, thinning, reforestation, competition control, prescribed fire or fire breaks. **Forest Management Practices** shall follow best management practices of the SC Forestry Commission or successor agency and be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Grantee shall be defined as the above-named §501(c)(3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, their or its) personal representatives, heirs, successors, assigns, and subsequent owners of record.

Impervious Surface shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, paved driveways, paved parking lots, covered storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff. **Impervious**

Surface specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar traditional permeable materials.

Mobile Home shall be defined as a movable or portable detached dwelling and defined by Beaufort County Development Code as fabricated in an off-site manufacturing facility for installation at the building site, bearing a seal certifying that it was built in compliance with the Federal Manufactured Home Construction and Safety Standards Act of 1974, as amended.

Notice shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 27.

Recreational Structure shall be defined as any building designed or used in conjunction with recreational activities on the property, and shall not include any structure used as a permanent or temporary **Residential Structure**.

Related Outbuilding shall be defined as any auxiliary structure, including **mobile homes** customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry.

Request for Approval shall be defined as a written request by **Grantor** for **Approval** by **Grantee** of a defined activity proposed by the **Grantor**.

Residential Structure shall be defined as any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, all three of which must be present, which constitutes permanent residential use or occupancy on the Protected Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

Significant Tree shall be defined as any *cypress, or live oak* having a diameter at breast height of twelve (12) inches or greater and any tree protected by Beaufort County Development Code.

Subdivided Tract shall be defined as a legally divided, transferable parcel of land having a unique tax identification number according to Beaufort County real property tax records.

Subdivision shall be defined as the permitted creation of a **Subdivided Tract** after the date of this Easement.

Water Line shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high water line as defined by the Army Corps of Engineers or established by a surveyor employing the regulatory standards then in effect for its determination. If the critical line or the mean high water line cannot be established or are no longer used to define the edge of a waterway or waterbody, then the comparable defining line as defined by successor entities of the above named agencies shall be used.

Wetlands shall be defined as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions,” as stated in the United States Army Corps of Engineers Wetlands Delineation Manual (1987, or as amended).

3. Rights of Grantee. **Grantor** hereby conveys the following rights to the **Grantee**:

(A) Right of Visual Access. To have visual access to the Protected Property, provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) Right to Monitor. To enter upon the Protected Property in a reasonable manner, at reasonable times, with reasonable notice, to monitor compliance with this Easement and to further document natural and manmade features of the Protected Property. The **Grantee** shall limit entry to annual visits (after completion of the Baseline Documentation) unless the **Grantee** has reason to believe there is a violation of the terms of this Easement. **Grantee** shall not unreasonably interfere with **Grantor**'s quiet use and enjoyment of the Protected Property;

(C) Right to Prevent Inconsistent Uses. To prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purpose;

(D) Right to Require Restoration. To require **Grantor** to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purpose to include third party activities.

4. Reserved Rights. **Grantor** reserves all the rights, uses and activities (collectively, the "Reserved Rights") inherent in fee simple ownership of the Protected Property in its entirety, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purpose of this Easement stated in Paragraph 1. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement stated in Paragraph 1.

5. Restrictions and Limitations. **Grantor** will not perform or permit or will perform or permit, as specified below, the following acts or uses on, over or under the Protected Property:

(A) Subdivision. The Protected Property is currently composed of two (2) tracts, which are Beaufort County TMS#s R300 017 000 180A 0000, R300 017 000 180F 0000.

There shall be no **Subdivision** of the Protected Property. Although the legal description of the Protected Property may describe more than one tract of land which could be conveyed separately, the **Grantor** covenants and agrees that all of the Protected Property shall be held by the same owner as a single undivided tract of land.

(B) Structural Limitations. The construction, enlargement, removal and replacement of **Residential Structures, Related Outbuildings, Recreation/Education Structures, Agricultural Structures** and all other structures are subject to the following limitations:

I. Total **Impervious Surface** on the Protected Property shall not exceed a maximum of six thousand four hundred (6,400) square feet in the aggregate.

II. No **Residential Structure, Related Outbuilding, Recreational Structure or Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**.

III. Two (2) existing **Residential Structures** exist as documented in the Baseline Documentation Report. **Residential Structures** shall be limited to two (2) such structures for permanent/long-term residency. **Grantor** is required to obtain **Approval** from **Grantee** prior to the construction, enlargement, removal and replacement of any permitted **Residential Structures**.

IV. **Related Outbuildings, Recreational Structures and Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surface** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I) and shall be located within **Designated Building Area(s)**.

IV. All permitted **Residential Structures, Related Outbuildings, Recreational Structures and Agricultural Structures** shall be located within a permitted **Designated Building Area** to be consistent with Baseline Documentation Report.

V. Other than permitted **Residential Structures and Related Outbuildings**, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

VI. Two (2) existing **Mobile homes** exist on the property. **Mobile Homes** shall be limited to two (2) such structures only to be used as **residential structures or related outbuildings** and subject to all Beaufort County Community Development Code regulations.

VII. Docks. Dock construction is subject to all local, state, and federal regulations

(a) The one (1) existing dock(s) providing access to Village Creek as shown in the Baseline Documentation Report, may be maintained, removed or replaced, provided it shall be limited in size and character to that which existed at the time of this Easement.

(i) No additional docks shall be constructed.

Grantor shall not construct, as a part of any dock providing access to Village Creek, any fixed or permanent **Superstructures** or boatlifts. In addition, any lighting associated with any such dock(s) that remains constantly illuminated or that automatically becomes illuminated in darkness is prohibited, and any lighting associated with any such dock(s) must employ an opaque shield so as to direct light upon the dock and its immediate surrounding area and to preclude direct visibility of the light source from outside of such immediate area. The purpose of this provision is to allow lighting of the dock for safety and security and to minimize the impact of dock lighting on the relatively natural and scenic views of the Protected Property.

VIII. Towers. There shall be no towers on the Protected Property, including, but not limited to, radio, microwave, broadcast, communication and cellular towers.

(C) Buffers. Buffer Areas, as shown in Exhibit "B" and in the Baseline Documentation, shall be subject to the following restrictions:

"Setback" Waterfront Buffer. In order to protect the scenic view along this public waterway, as well as to provide an ecological transition zone for wildlife and water quality protection along the waterway, there shall be no **Impervious Surface, Agricultural Activities, structures** (other than mailboxes, fencing and gates, utility and service lines for any permitted use under the terms of this Easement, permitted docks or boat ramps, boardwalks, or other structures existing at the time of this Easement as documented in the Baseline Documentation), nor new roads (other than those necessary to access the permitted **Subdivided Tracts**) on that portion of the Protected Property within two hundred and fifty feet (250) feet of the OCRM Critical Line as

surveyed. **Grantor** reserves the right to engage in limited **Forest Management Practices**, provided there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees** without **Approval**.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(D) Industrial Uses. There shall be no industrial uses, activities, or structures. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(E) Commercial Uses. There shall be no commercial uses, activities or structures permitted with exceptions to include home-based business that do not impair the Conservation Values. Any such home-based business requires prior **Approval** by the **Grantee**. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement. For the purposes of this Easement, **Agricultural Activities, Forest Management Practices** and the leasing of hunting, trapping and fishing rights, traditional to the Lowcountry shall not be considered commercial uses. However, to qualify this Easement for treatment under §2031(c)(8)(B) of the Code, any use of the Protected Property for more than a de minimus use for a commercial recreational activity is prohibited.

(F) Services. Construction of water wells, septic systems, and utility services is limited to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable governmental laws and regulations.

Fuel storage tanks are limited to aboveground or underground gaseous (not liquid) fuel storage tanks and/or aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, subject to all applicable governmental laws and regulations.

(G) Roads and Driveways. Roads and driveways shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road or driveway constructed or covered with **Impervious Surface**. Maintenance of driveways, roads and roadside ditches shall be limited to standard practices for non-paved roads.

(H) Landscaping. Landscaping shall be limited to the management of native vegetation associated with the uses allowed by this Easement, including but not limited to, mowing, pruning, trimming, and gardening. Structural elements of landscaping, including but not limited to walkways and patios, shall be subject to **Impervious Surface** restrictions and limitations as provided for in this Easement.

(I) Lighting. There shall be limited exterior lighting of which the light source is visible from off the Protected Property at ground level; lights shall employ an opaque shield so as to prevent direct visibility of the light source from off the Protected Property. The purpose of this provision is to allow lighting on the property for safety and security and to minimize the impact of lighting on the relatively natural and scenic views of the Protected Property.

(J) Signs. Signs visible from off the Protected Property shall be limited to a maximum of eight (8) square feet in size, individually and billboards are expressly prohibited. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway or waterway.

(K) Archeological and Paleontological Excavations. **Grantor** shall give **Notice to Grantee** prior to undertaking archeological or paleontological excavation. Any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education.

(L) Forestry Uses. A **Forest Management Plan** is recommended for the Protected Property when deemed appropriate by the **Grantee**. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** or recommended by the South Carolina Forestry Commission or successor agency. **Grantor** shall provide **Notice to Grantee** of timber harvests. **Forest Management Practices** specifically permitted under the terms of this easement include clearing small patch openings and wildlife food plots.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(M) Agricultural Uses. **Agricultural Activities** are restricted to the recommended or accepted practices recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities mutually acceptable to the **Grantor** and **Grantee**. **Grantor** shall have the right to utilize Pond(s), center pivot irrigation and wells to irrigate for Agricultural Uses. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement.

(N) Significant Trees. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval** and all activities are subject to the Beaufort County Community Development Code.

(O) Pond(s). New ponds are prohibited. The sale of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of pond(s), or any other permitted or non-permitted use, is strictly prohibited in accordance with Paragraph 5(S) Mining. However, any extracted soil, sand, gravel or other materials from enlargement or construction of pond(s) may be used on the Protected Property for improvement or maintenance of roads, development of permitted structures or any other permitted use.

(P) Mining. Mining and recovery of any oil, gas or minerals are restricted to extraction methods in accordance with Code §170(h)(5)(B) prohibiting surface mining provided that following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(Q) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5.

(R) Refuse. There shall be no placing of refuse on the Protected Property of vehicle bodies or parts or refuse not generated on the Protected Property. Temporary piles for collection of refuse generated on the Protected Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes and do not impair the Conservation Values of the Protected Property.

(S) Right to Lease. Subject to the other provisions of this Conservation Easement, Grantor reserves the right to lease all or a portion of the Protected Property for any purpose permitted under this Conservation Easement, including permitted Commercial Uses.

(T) Eligibility for Conservation Programs. **Grantor** reserves the right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted (or restricted, as the case may be) on the Protected Property under this Easement, including but not limited to carbon sequestration credits and greenhouse gas credits.

(U) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purpose of this Easement as stated in Paragraph 1.

6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. Grantee's Remedies. If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or shall fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** shall give immediate notice of the circumstances to **Grantor**, as described in Paragraph 28, and may immediately pursue its legal and equitable remedies under this Paragraph without waiting for the period provided for cure to expire. **Grantor** agrees that if such emergency arises, **Grantee** may obtain injunctive relief without the necessity of posting a bond.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which

Grantee may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, and without the necessity of posting a bond. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit (which includes reasonable attorneys' fees), and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**. If **Grantor** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantor**, including without limitation **Grantor's** cost of the suit (which includes reasonable attorneys' fees) shall be borne by **Grantee**.

9. Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property. An owner of the Protected Property shall only be responsible for those violations first occurring on the Protected Property during such owner's ownership, and while still an owner of the Protected Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Protected Property unless an estoppel certificate or compliance certificate was obtained from **Grantee** prior to or at the time of the transfer of the Protected Property's ownership to such subsequent owner). Any of the rights herein reserved to **Grantor** may be exercised by any owner of the Protected Property.

10. Compliance Certificates. Upon request by **Grantor**, **Grantee** shall within thirty (30) days execute and deliver to **Grantor** any document that may be requested by **Grantor**, including an estoppel certificate or compliance certificate, to certify to the best of **Grantee's** knowledge **Grantor's** compliance with any obligation of **Grantor** contained in this Easement or otherwise to evidence the status of this Easement.

11. Representation of Authority. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

12. Forbearance Not a Waiver. Any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.

13. Reasonableness Standard. **Grantor** and **Grantee** shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.

14. Grantor's Environmental Warranty. The **Grantor** warrants that **Grantor** has no knowledge of the existence or storage of hazardous substances, pollutants, or wastes on the Protected Property or a release or threatened release of hazardous substances, pollutants or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

15. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Protected Property resulting from causes beyond **Grantor's** control, including but not limited to trespass, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

16. Access. No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

17. Costs, Liabilities, and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and payment of taxes. Furthermore, if the **Grantor** maintains general liability insurance coverage for the Protected Property, **Grantor** will be responsible for such costs.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of wrongful or negligent activities of the indemnifying party on the Protected Property.

18. Transfer Fee. There shall be assessed by the **Grantee** a transfer fee equal to one (1) percent of the sales price and/or other consideration paid in connection with the transfer of any freehold or fee simple interest in the Protected Property, including but not limited to any conveyance by warranty deed, limited warranty deed, or quitclaim deed, sale, mortgage foreclosure, or conveyance in lieu of foreclosure. The transfer fee shall be paid to the **Grantee** on the date of the closing of the transfer.

Exemptions from assessment of transfer fee:

- (A) The sale of timber rights or products produced from permitted **Forest Management Practices** and/or permitted **Agricultural Activities** of such Protected Property.
- (B) Any transfer subsequent to the conveyance of this Easement:
 - I. Without consideration, or
 - II. To a spouse, a lineal descendant, an ancestor or ancestors, a spouse of a lineal descendent (collectively, "Immediate Family Members"), or
 - III. To or from a trust whose beneficiaries or presumptive beneficiaries are the **Grantor** or Immediate Family Member, or both, or
 - IV. To an entity at least 50% of the equity interest of which is owned by **Grantor** or Immediate Family Member, or
 - V. If the **Grantor** of this Easement is a corporation, limited liability company or a partnership, to an owner/partner/member of such entity or to an Immediate Family Member thereof, or
 - VI. To a charitable organization which is tax exempt under §501(c)(3), or
 - VII. Any transfer under a will, or
 - VIII. Any transfer implemented or effected by court order, except foreclosure, or
 - IX. Any transfer that corrects, modifies, or confirms a transfer previously made.
- (C) If a creditor purchases the Protected Property at a foreclosure sale or takes title to the Property in lieu of foreclosure, the transfer fee shall be due and paid at the time the creditor takes title. The transfer fee shall be based on the total bid for the Protected Property if purchased at a foreclosure sale or on the amount of the accrued indebtedness if the creditor accepts a deed in lieu of foreclosure. An additional transfer fee shall be due if the creditor who takes title through foreclosure or a deed in lieu of foreclosure sells the Protected Property for an amount higher than

the amount subject to the transfer fee at the time the creditor took title; the additional transfer fee due shall be based on the additional amount alone, not the entire sales price. Creditor for purposes of this Paragraph shall include an assignee of the creditor who purchases the Protected Property at a foreclosure sale or takes a deed in lieu of foreclosure.

An exchange of properties pursuant to Code §1031, or similar statute, shall be deemed to be for consideration based on the market value of the property plus boot, if applicable, received at the time of such transfer. Market value of the Protected Property shall be determined by agreement of the **Grantor** and the **Grantee**, or in the absence of such agreement by a South Carolina certified appraiser selected by the **Grantee**, whose appraisal fee shall be paid by the **Grantee**.

Grantor grants **Grantee** a lien against the Protected Property for all or any part of the transfer fee that is unpaid at the time of the conveyance or assignment triggering the transfer fee. **Grantee's** lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. **Grantee** shall have the right to record a notice of lien for such unpaid transfer fee. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina. **Grantee** may require the **Grantor** and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence.

19. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. As required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, in the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Protected Property entitles **Grantee** to a percentage of the gross sale proceeds, equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law and as provided in this Paragraph. **Grantor** and **Grantee** shall divide the net proceeds after the payment of all expenses of the condemnation in accordance to the ratio of the appraised value of this Easement to the fair market value of the Protected Property unrestricted by the Easement established as of the date conveyed.

For the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of this Easement to the value of the Protected Property, without reduction for the value of this Easement. All such proceeds received by **Grantee** shall be used in a manner consistent with **Grantee's** mission. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires this Easement to be granted in perpetuity.

20. Limitations on Extinguishment. If a sudden or unexpected change in the conditions surrounding the Protected Property have made impossible or impractical the continued use of the Protected Property for conservation purposes, this Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, **Grantee** shall be entitled to an amount no less than **Grantee's** proportionate share of the gross proceeds of such sale, as such proportionate share is determined under the provisions of Paragraph 21, adjusted, if necessary, to reflect a partial termination or extinguishment of this

Easement. If sufficient funds are not available for **Grantee** to be paid its entire proportionate share out of such proceeds, or if for any other reason **Grantee** is not paid its entire proportionate share, **Grantee** has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Protected Property at the time of such sale. All such proceeds received by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant. In the event of extinguishment of this Easement in whole or in part, the provisions of this Paragraph 20 shall survive such extinguishment.

21. Percentage Interests. **Grantor** and **Grantee** hereby confirm that the donation of this Easement gives rise to a property right immediately vested in **Grantee**, with a value for purposes of this Paragraph 21 determined as follows. The parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property (**Grantee's** percentage interest is referred to herein as **Grantee's** "proportionate share"). For the purposes of this paragraph, **Grantee's** proportionate share of the fair market value of the Protected Property shall remain constant.

22. Condemnation. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, **Grantor** and **Grantee** shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, **Grantee** shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of Paragraphs 20 and 21 (with respect to the allocation of proceeds). The respective rights of **Grantor** and **Grantee** set forth in this Paragraph 22 shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

23. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except if as a condition of any assignment, (i) the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purpose and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that **Grantee** ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to Beaufort County and then a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

24. No Extinguishment Through Merger. **Grantor** and **Grantee** herein agree that should **Grantee** come to own all or a portion of the fee interest in the Protected Property, (i) **Grantee** as successor in title to **Grantor** shall observe and be bound by the obligations of **Grantor** and the restrictions imposed upon the Protected Property by this Easement; (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) **Grantee** as promptly as practicable shall assign the **Grantee** interests in this Easement of record to another holder in conformity with the requirements of this Paragraph 25. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Paragraph 25 and shall contain language necessary to continue it in force.

26. Transfers. **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The **Grantor** shall give the **Grantee Notice** of any change of possession, ownership or control of the Protected Property within thirty (30) days after such change takes place, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of **Grantor** to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

27. Approvals; Notice; Breach.

(A) Grantee's Approval or Withholding of Approval. When **Grantee Approval** is required, **Grantee** shall grant or withhold its approval in writing <within sixty (60) days of receipt> of **Grantor's** written request therefor. In the case of withholding of **Approval**, **Grantee** shall notify **Grantor** in writing with reasonable specificity of the reasons for withholding of **Approval**, and the conditions, if any, on which **Approval** might otherwise be given. Failure of **Grantee** to respond in writing within such sixty (60) days shall be deemed to constitute denial by **Grantee** of any such **Request for Approval**.

(B) Approval by Grantee of Sites or Activities. The exercise of any right to engage in the specified activities permitted by the provisions of Paragraphs:

- | | |
|-----------|--|
| 2 | New products and technologies for pervious surfaces; |
| 5(B)(III) | Residential Structures; |
| 5(B)(IV) | Designated Building Area; |
| 5(E) | Commercial Uses; |
| 5(L) | Forestry Uses; |
| 5(N) | Significant Trees; |

shall be subject to the prior **Approval** by **Grantee** of the activity and/or of the site for such proposed activity, as the case may be. **Grantor** shall request such **Approval** in writing and shall include therewith information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. **Grantee's Approval**, which shall not be unreasonably withheld, shall take into account the following criteria:

- I. The extent to which use of the site and/or the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads or waterways;
- II. The extent to which use of the site and/or the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;
- III. The extent to which use of the site for the proposed activity would impair water quality;
- IV. In the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Protected Property may be adversely impacted; and
- V. The extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values. **Grantor** and **Grantee** shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them (either separately or jointly) under this Paragraph 27. Notwithstanding the foregoing, **Grantee's Approval** of a proposed site or activity shall be withheld

if the site for the proposed activity would interfere with the essential scenic quality of the Protected Property.

(C) **Notice to Grantee.** Following the receipt of **Grantee's Approval** when required under Paragraph 27(B) and not less than thirty (30) days prior to commencing activity requiring **Approval** or any activity where **Notice** is required, including Paragraphs:

- 5(A) Subdivision/consolidation;
- 5(K) Archeological and Paleontological Excavations; and
- 26 Transfer of Property

Grantor agrees to provide **Notice to Grantee** in writing of the intention to exercise such right. The **Notice** shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit **Grantee** to monitor such activity. When such information was not provided to **Grantee** under the requirements of Paragraph 27(B), the **Notice** shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At **Grantee's** sole discretion, **Grantee** may permit commencement of the activity less than thirty (30) days after receiving **Grantor's Notice**. See also Paragraph 26, with respect to **Grantor's** written notice to **Grantee** concerning a transfer of any interest in all or a portion of the Protected Property.

(D) **Notice.** As required by Treasury Regulations 1.170-14(g)(5)(ii). Notwithstanding any other provision of this Easement, Grantor must notify **Grantee**, in writing, before exercising any reserved right which may have an adverse impact on the Conservation Values of this Easement.

(E) **Breach.** Failure to secure such **Approval** or give such **Notice** as may be required by this Paragraph 27 shall be a material breach of this Easement notwithstanding any other provision of this Easement and shall entitle **Grantee** to such rights or remedies as may be available under Paragraph 7.

28. **Communication.** All **Requests for Approvals** shall be in writing and shall be deemed sufficiently given or rendered only when acknowledged in writing by **Grantee**. All **Notices** and other communications to **Grantee** may be communicated by United States Postal Service first class mail, hand courier, electronic mail or facsimile, and shall be deemed sufficiently given or rendered and effective only when acknowledged in writing by **Grantee**. All such correspondence and communications shall be addressed as follows:

- | | |
|----------------------------------|--|
| If to Grantor : | Katie Daise
15 Campfire Drive
St Helena, SC 29920 |
| If to Grantor's Attorney: | Caitlin Reid
811 Craven Street
Beaufort SC 29902 |
| If to Grantee : | Beaufort County Open Land Trust
P. O. Box 75
Beaufort, SC 29901
Attn: Executive Director
info@openlandtrust.com
(843) 521-2175 (office)
(843) 521-1946 (fax) |

With a Copy to:

Beaufort County Administrator
100 Ribaut Road
Post Office Box 1228
Beaufort, SC 29901-1228

Beaufort County Attorney
Attn: County Attorney
100 Ribaut Road
Post Office Box 1228
Beaufort, SC 29901-1228

or to such other person or place as a party may designate by correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Paragraph and is returned to the sender as undeliverable, then such correspondence shall be deemed to have been delivered or received on the third day following the deposit of such correspondence in the United States Mail or the delivery of such correspondence to the overnight delivery service. **Grantor** has the responsibility of promptly notifying **Grantee** of **Grantor**'s current address and other contact information. **Grantor** shall promptly notify **Grantee** of (i) any changes of **Grantor**'s address or other changes in **Grantor**'s contact information, and (ii) the name, address, and contact information of any transferee of the Protected Property if **Grantor** conveys the Protected Property. Any communications or Correspondence by **Grantee** to or with **Grantor** sent to the last address provided by **Grantor** shall be deemed sufficient to provide notice to **Grantor**.

29. Recordation. **Grantor** or **Grantee** shall record this instrument in timely fashion in the Register of Deeds Office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

30. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Register of Deeds Office for Beaufort County, South Carolina, after all required signatures have been affixed hereto.

31. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

32. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of this Easement to uphold the Purpose as stated in Paragraph 1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid should be favored over any interpretation that would render it invalid.

33. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

34. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected

Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Paragraph, Subparagraph, or clause herein may require as if such terms had been fully and properly written in such number or gender.

35. No Goods or Services. **Grantor** and **Grantee** acknowledge that no goods or services or other consideration, have been provided by **Grantee** to **Grantor** as consideration for this Easement, excepting Three hundred and forty eight thousand, seven hundred and fifty dollars and no cents (\$348,750) through Beaufort County Rural and Critical Land Preservation program funds and **Grantee** will provide **Grantor** with a **separate letter** so stating, pursuant to the requirements of §170(f)(8) of the Code.

TO HAVE AND TO HOLD the Easement interests herein described unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that the **Grantor** is seized of the Protected Property in fee simple and has the right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to this original copy of this Easement under seal on the day and year first above written.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

WITNESSES:

GRANTEE:

BEAUFORT COUNTY OPEN LAND TRUST

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

The foregoing instrument was acknowledged this ____ day of _____, 2022, before me the undersigned Notary, and I do hereby certify that the above named duly authorized officer of the **Grantee** personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)
Notary Public for the State of South Carolina
My commission expires: _____

EXHIBIT A

Legal Description and Derivation of Protected Property

A conservation easement is over and across:

All of that piece, parcel of lot of land located on St. Helena Island, Beaufort County, South Carolina, containing 15.0 acres, more or less, as shown and described on that certain Plat prepared for the Beaufort County Open Land Trust by Gasque and Associates Inc, dated September 12 2022, and as recorded in the Office of Deeds, Beaufort County Deed Book ____ at Page ____ and attached hereto.

DMP References:

TMS#: R300 017 000 180A 0000, R300 017 000 180F 0000

EXHIBIT B

STATE OF SOUTH CAROLINA)	AGREEMENT TO SELL AND
)	PURCHASE DEVELOPMENT RIGHTS
)	BY GRANT OF CONSERVATION
COUNTY OF BEAUFORT)	EASEMENT

THIS AGREEMENT TO SELL AND PURCHASE DEVELOPMENT RIGHTS BY GRANT OF CONSERVATION EASEMENT is made and entered into this _____ day of _____ 2022, by and between **KATIE DAISE**, (the "Seller") and the **BEAUFORT COUNTY**, a subdivision of the State of South Carolina (the "Purchaser"); hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto have had preliminary discussions with regard to the sale and purchase of certain development rights of real property located on St. Helena Island in Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said development rights.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the Seller and Purchaser agree as follows:

1. **Development Rights of Real Property.** The Seller agrees to sell and the Purchaser agrees to purchase certain development rights on certain real property containing approximately fifteen (15) acres (Beaufort County TMS# **R300 017 000 180A 0000, R300 017 000 180F 0000**) commonly known as "Village Creekside" and as further described in Exhibit A attached hereto and incorporated herein by reference, (the "Development Rights").

2. **Consideration / Purchase Price.** The purchase price of the Development Rights shall be THREE HUNDRED AND FORTY EIGHT THOUSAND AND SEVENTY HUNDRED AND FIFTY XX/100 Dollars (\$348,750.00) (the "Purchase Price").

3. **Conveyance of Development Rights by Grant of Conservation Easement / Title.** The Development Rights to the above described Property shall be conveyed to the Beaufort County Open Land Trust by Seller's Grant of Conservation Easement attached hereto and incorporated herein by reference as Exhibit B. Seller agrees to convey the Development Rights by Grant of Conservation Easement by marketable title, free and clear of all liens and encumbrances whatsoever and those agreed upon to be assumed by Purchaser (the "Permitted Exceptions"). Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have twenty (20) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller's election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser's notice. Purchaser shall then have five (5) days from the date of Seller's notice within which to notify Seller of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

4. **Plat.** Purchaser shall at its sole cost and expense engage a surveyor licensed in South Carolina to prepare a Boundary Plat of the Property (the "Plat"), which shall be certified to Purchaser and the title insurers.

5. **Inspection.** Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the property prior to closing. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property.

a) **Inspection Period.** It is understood by the Parties that this Agreement is subject to a due diligence period until 5:00 P.M. on _____, 2022. For that reason the Parties have agreed as follows:

Purchaser may cancel this contract at any time prior to _____ (the "Inspection Period"). Purchaser shall notify Seller in writing of its desire to cancel this Agreement. This Agreement shall be cancelled immediately upon Seller's receipt of written cancellation notice as set forth in this Section, and neither party shall have any further obligations hereunder.

b) **Right of Access for Inspection.** Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other tests which the Purchaser may deem necessary, at Purchaser's expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement.

6. **Closing.** The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys the Development Rights by Grant of Conservation Easement to Purchaser.

a) **Closing.** The Closing shall occur thirty (30) days subsequent to the due diligence period ("Closing Date") at the offices of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) **Closing Costs and Prorations.** All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the date of closing. All taxes for any years prior to 2021 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

7. **Brokerage Fees.** Seller represents that the Property is not subject to a listing contract with any real estate broker. Purchaser shall be responsible for any real estate commissions owed for real estate services provided to Purchaser. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

8. **Seller's Delivery of Documentation.** Seller shall deliver to Purchaser at or before the Closing (at such times as Purchaser may reasonably request) all of the following documents, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

a) **Grant of Conservation Easement.** A grant of conservation easement to the Beaufort County Open Land Trust substantially in form and substance to that shown in Exhibit B and counsel for Purchaser,

conveying certain development rights to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein.

9. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Seller's representation that as of the Closing Date the warranties and representations of Seller shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.

10. **Default.** If Purchaser or Seller fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Seller's obligations under this Agreement, or terminate this Agreement with a five (5) day written notice. If terminated, both Parties agree to cooperatively pursue their obligations set forth herein in good faith.

11. **Notices.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO PURCHASER: Beaufort County
 Attn: Amanda Flake
 Post Office Drawer 1228
 Beaufort, SC 29901-1228
 E-mail: aflake@bcgov.net
 (843) 255-2140

Copy to: Beaufort County
 Post Office Box 1228
 Beaufort, SC 29901
 Attn: Brittany Ward, Beaufort County Attorney
 Email: bward@bcgov.net
 (843) 255-2025

Thomas A. Bendle, Jr.
 Howell, Gibson and Hughes PA
 Post Office Box 40
 Beaufort, SC 29901
 (843) 522-2400
tbendle@hghpa.com

TO SELLER: Katie Daise
 Attn: Ida Stewart
 15 Campfire Road
 Beaufort, SC 29920
 E-mail: idastew@aol.com

12. **Assignment by Purchaser.** Purchaser shall have the right to assign this Agreement to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee)

together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

13. **Condemnation.** In the event that at the time of Closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Agreement and recover its deposit hereunder, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

14. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

15. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agent shall be valid or enforceable unless embodied in this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

17. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

18. **Amendment.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

19. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or its has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to terms hereof.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement, and, of any personal guarantees given in connection with this Agreement.

21. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both Parties agree in writing to a reasonable extension.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

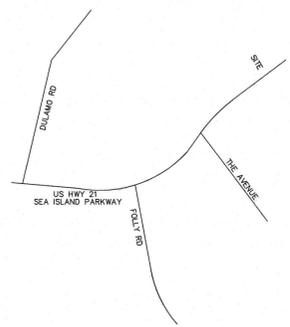
PURCHASER:

Eric L. Greenway
Beaufort County Administrator

WITNESSES:

SELLER:

By: _____
Its: _____



LOCATION MAP (N.T.S.)

LINE	BEARING	DISTANCE
L1	S 15°36'21" W	38.33'
L2	N 20°56'12" E	50.51'
L3	S 07°55'30" W	97.63'
L4	N 67°46'28" W	86.92'
L5	N 41°46'22" W	54.53'
L6	S 18°53'58" E	46.44'
L7	N 47°54'26" W	104.44'
L8	S 80°11'35" W	18.70'
L9	N 40°14'31" W	42.28'
L10	S 32°37'08" E	49.35'
L11	S 86°26'15" W	97.17'
L12	S 43°53'55" W	64.63'
L13	S 30°05'02" W	71.24'
L14	S 14°06'49" W	72.49'
L15	N 83°23'48" W	55.47'
L16	N 81°04'24" W	87.72'
L17	S 66°54'59" E	52.75'
L18	S 69°07'55" E	24.77'
L19	S 73°20'53" W	36.72'
L20	N 84°24'03" W	63.84'
L21	N 76°56'30" E	28.50'
L22	S 75°05'23" W	95.65'
L23	S 89°22'48" E	38.78'
L24	N 54°40'19" W	46.66'
L25	N 38°27'05" W	61.83'
L26	N 49°33'33" W	78.23'
L27	N 79°59'34" W	31.05'
L28	S 70°11'51" E	30.58'
L29	N 59°29'27" W	29.14'
L30	N 77°36'32" W	94.71'
L31	N 70°56'28" W	72.18'
L32	S 61°44'53" E	53.20'
L33	N 35°57'24" W	38.78'
L34	S 19°27'59" W	28.88'
L35	N 42°56'50" E	16.84'
L36	N 04°29'55" W	7.56'

LEGEND OF SYMBOLS & ABBREVIATIONS

- FIRE HYDRANT
- CO CLEAN OUT
- PP POWER POLE
- TP TELEPHONE PEDESTAL
- FO FIBER OPTIC STUB
- ⊗ WV WATER VALVE
- ⊗ GV GAS VALVE
- ◇ WATER METER
- 1/2" ROD SET
- TREE SIZE & TYPE
- ELEVATION
- MVM MAIN VALVE MONUMENT
- MH MANHOLE
- GW GUY WIRE
- CB CABLE BOX
- OVERHEAD POWERLINE
- EDGE OF PAVEMENT
- BACK OF CURB
- LIGHTPOLE
- GAS LINE
- CENTER LINE
- CONTOUR LINE



TREE LEGEND

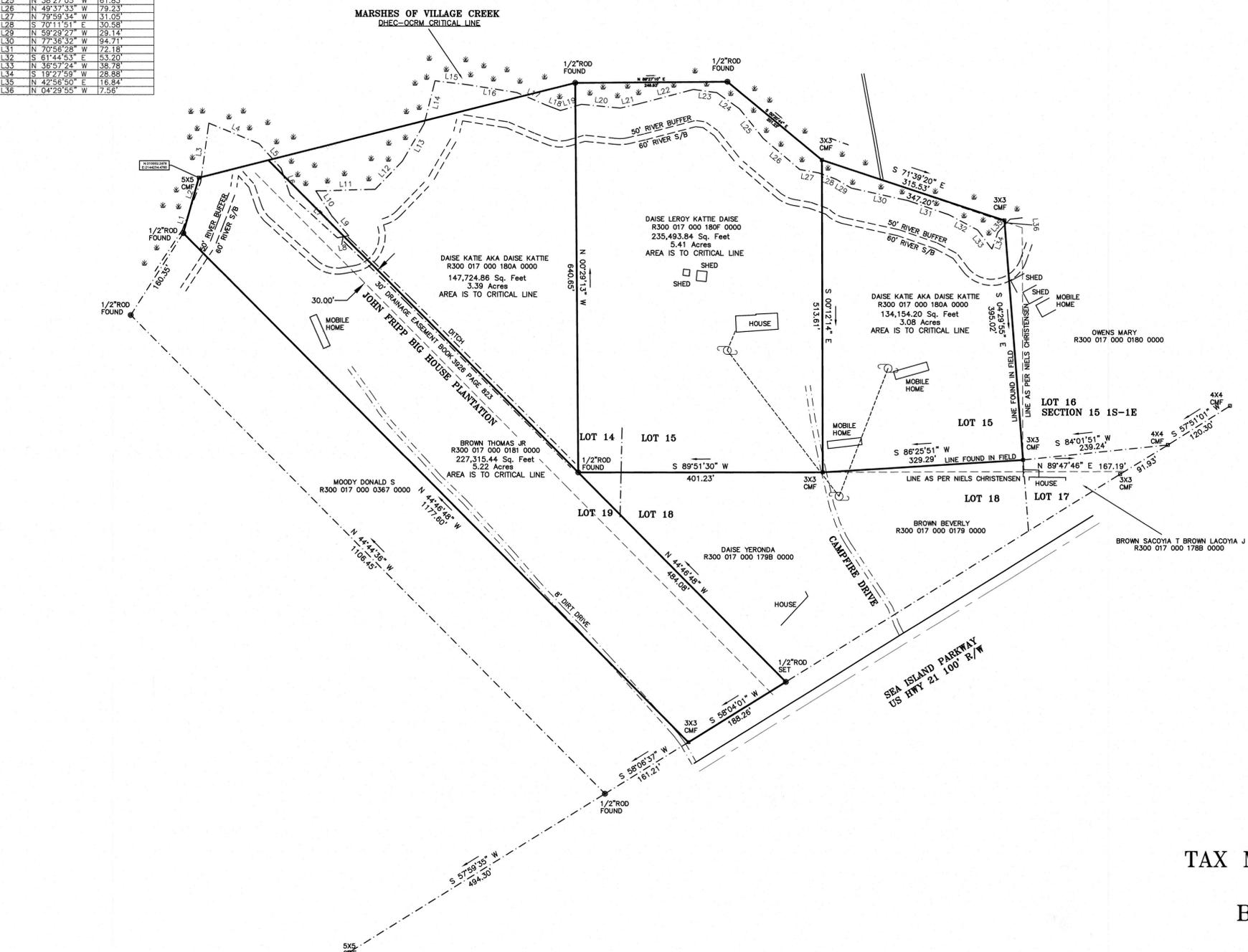
CODE	COMMON NAME	BOTANICAL NAME
PMS	PINE SHORTLEAF	Pinus echinata
PHL	PINE LONGLEAF	Pinus palustris
LO	LIVE OAK	Quercus virginiana
Q	OAK	Quercus spp.
MAG	SOUTHERN MAGNOLIA	Magnolia grandiflora
PA	PALMETTO	Sabal palmetto
SUB	SUGARBERRY	Celtis laevigata
EL	ELM	Ulmus spp.
W	WICKSTROEM	Corya spp.
BAW	BAY MAGNOLIA	Goronia spp.
WX	WAX MYRTLE	Myrica carterii
CH	BLACK CHERRY	Prunus spp.
CE	EASTERN RED CEDAR	Juniperus virginiana
TA	CHINESE YALLOW-TREE	Sapindum molle
PO	YELLOW POPLAR	Liriodendron tulipifera
BI	BIRCH	Betula spp.
CY	BALDCYPRESS	Taxodium distichum
SY	AMERICAN SYCAMORE	Platanus occidentalis
PE	PECAN	Carya illinoensis
CR	CRAPMYRTLE	Lagerstroemia indica
FR	FRUIT TREE	Morus spp.
MP	MAPLE	Morus spp.
DW	DOGWOOD	Cornus florida
CLM	SWEETGUM	Nyssa sylvatica
WO	WATER OAK	Quercus nigra
LA	LAUREL OAK	Quercus laurifolia
TUL	TULIP TREE	Liriodendron tulipifera
BJO	BLACKJACK OAK	Quercus marilandica
UNK	UNKNOWN	
MIM	MIMOSA TREE	Albizia julibrissin
WHI	WHITE OAK	Quercus alba
TO	TURKEY OAK	Quercus cerris
RO	RED OAK	Quercus rubra
HOL	HOLLY	Aquifoliales
WIL	WILLOW TREE	Salix alba
TU	TUPELO	Nyssa yunnanensis
CHB	CHINA BERRY	Mera apocroch
CH	CHERRY	Prunus
CL	CHERRY LAUREL	Prunus laurocerasus

ALL TREES ARE LOCATED TO THE FACE OF THE TREE TRUNK, THEREFORE TOLERANCE OF THE TREE LOCATED IS PLUS OR MINUS THE DIAMETER OF THE TREE PLUS 0.5 FEET. ALL TREES ARE MEASURED AT CHEST HEIGHT WHICH IS APPROXIMATELY 40 INCHES ABOVE GROUND. GROUND ELEVATION AT TREE LOCATIONS MAY OR MAY NOT ACCURATELY REPRESENT ELEVATIONS BETWEEN TREE SHOTS DUE TO THE GROUND SURFACES AT THE BASE OF THE TREE. *NOTICIFY TREE LOCATION THAT IS CRITICAL BEYOND THE TOLERANCE STATED ABOVE FOR DESIGN MUST BE POINTED OUT AND A TIGHTER TOLERANCE MUST BE AGREED UPON.

- NOTES:**
- THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
 - THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
 - METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
 - LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
 - THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
 - CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
 - THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS; AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
 - BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
 - SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND/OR CONSTRUCTION ON SUBJECT PROPERTY.
 - THIS PROPERTY LIES IN FLOOD ZONE AE EL. 9.00' & AE EL. 10.00' MAP NUMBER 4501300192G DATED 3/23/2021
 - VERTICAL DATUM IS 1988 NAVD.

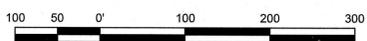
- REFERENCES:**
- T.M.S. R300 017 000 180A, 0180, & 0181
 - PLAT BY NIELS CHRISTENSON DATED 10/6/1982 PLAT BOOK PAGE 2574 BEAUFORT COUNTY R.M.C. OFFICE
 - PLAT BY ZYAD A. KHALIL DATED 12/19/02 DEAD BOOK 90 PAGE 180 BEAUFORT COUNTY R.M.C. OFFICE
 - PLAT BY ROD C. SPANN DATED MAY 31, 1983 DEAD BOOK 377 PAGE 31 BEAUFORT COUNTY R.M.C. OFFICE
 - PLAT BY DAVID E. GASQUE DATED 9/11/92 DEAD BOOK 520 PAGE 1268 BEAUFORT COUNTY R.M.C. OFFICE

DHEC-OCRM CRITICAL LINE
 THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT SCDHCC OCRM PERMIT AUTHORITY ON THE SUBJECT PROPERTY. CRITICAL AREAS BY THEIR NATURE ARE DYNAMIC AND SUBJECT TO CHANGE OVER TIME. BY DELINEATING THE PERMIT AUTHORITY OF SCDHCC OCRM, SCDHCC OCRM IN NO WAY WAIVES ITS RIGHT TO ASSERT PERMIT JURISDICTION AT ANY TIME IN ANY CRITICAL AREA ON THE SUBJECT PROPERTY, WHETHER SHOWN HEREON OR NOT. THIS IS IN ACCORDANCE TO ACT, SECTION 48-39-210



SIGNATURE DATE
GASQUE & ASSOCIATES INC.
 LAND SURVEYORS - PLANNERS
 28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
 P.O. BOX 1363, BEAUFORT, S.C.
 (843) 522-1798

I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, certify to client(s) shown hereon that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the minimum standards manual for the practice of land surveying in South Carolina, and meets or exceeds the requirements for a CLASS A survey as specified therein, also there are no encroachments or projections other than shown. This survey is not valid unless it bears the original signature and has an embossed seal.
 10.10.22
 David E. Gasque, R.L.S.
 S.C. Registration Number 10506



BOUNDARY SURVEY
TAX MAP R300 017 180A, 0181, 180F
 PREPARED FOR
BEAUFORT OPEN LAND TRUST
ST. HELENA ISLAND
BEAUFORT COUNTY SOUTH CAROLINA

DATE 9/8/2022 SCALE 1"=100'

STATE OF SOUTH CAROLINA)
)
)
)
 COUNTY OF BEAUFORT) **AGREEMENT TO SELL AND
 PURCHASE DEVELOPMENT RIGHTS
 BY GRANT OF CONSERVATION
 EASEMENT**

THIS AGREEMENT TO SELL AND PURCHASE DEVELOPMENT RIGHTS BY GRANT OF CONSERVATION EASEMENT is made and entered into this _____ day of October 2022, by and between **KATIE DAISE**, (the "Seller") and the **BEAUFORT COUNTY**, a subdivision of the State of South Carolina (the "Purchaser"); hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto have had preliminary discussions with regard to the sale and purchase of certain development rights of real property located on St. Helena Island in Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said development rights.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the Seller and Purchaser agree as follows:

1. **Development Rights of Real Property.** The Seller agrees to sell and the Purchaser agrees to purchase certain development rights on certain real property containing approximately fifteen (15) acres (Beaufort County TMS# **R300 017 000 180A 0000, R300 017 000 180F 0000**) commonly known as "Village Creekside" and as further described in Exhibit A attached hereto and incorporated herein by reference, (the "Development Rights").

2. **Consideration / Purchase Price.** The purchase price of the Development Rights shall be **THREE HUNDRED AND FORTY EIGHT THOUSAND AND SEVENTY HUNDRED AND FIFTY XX/100 Dollars (\$348,750.00)** (the "Purchase Price").

3. **Conveyance of Development Rights by Grant of Conservation Easement / Title.** The Development Rights to the above described Property shall be conveyed to the Beaufort County Open Land Trust by Seller's Grant of Conservation Easement attached hereto and incorporated herein by reference as Exhibit B. Seller agrees to convey the Development Rights by Grant of Conservation Easement by marketable title, free and clear of all liens and encumbrances whatsoever and those agreed upon to be assumed by Purchaser (the "Permitted Exceptions"). Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have twenty (20) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller's election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser's notice. Purchaser shall then have five (5) days from the date of Seller's notice within which to notify Seller of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all of

Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

4. **Plat.** Purchaser shall at its sole cost and expense engage a surveyor licensed in South Carolina to prepare a Boundary Plat of the Property (the "Plat"), which shall be certified to Purchaser and the title insurers.

5. **Inspection.** Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the property prior to closing. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property.

a) Inspection Period. It is understood by the Parties that this Agreement is subject to a due diligence period until 5:00 P.M. on October 30, 2022. For that reason the Parties have agreed as follows:

Purchaser may cancel this contract at any time prior to July 30, 2021 (the "Inspection Period"). Purchaser shall notify Seller in writing of its desire to cancel this Agreement. This Agreement shall be cancelled immediately upon Seller's receipt of written cancellation notice as set forth in this Section, and neither party shall have any further obligations hereunder.

b) Right of Access for Inspection. Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other tests which the Purchaser may deem necessary, at Purchaser's expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement.

6. **Closing.** The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys the Development Rights by Grant of Conservation Easement to Purchaser.

a) Closing. The Closing shall occur thirty (30) days subsequent to the due diligence period ("Closing Date") at the offices of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the date of closing. All taxes for any years prior to 2021 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

7. **Brokerage Fees.** Seller represents that the Property is not subject to a listing contract with any real estate broker. Purchaser shall be responsible for any real estate commissions owed for real estate services provided to Purchaser. The Parties agree to

indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

8. **Seller's Delivery of Documentation.** Seller shall deliver to Purchaser at or before the Closing (at such times as Purchaser may reasonably request) all of the following documents, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

a) Grant of Conservation Easement. A grant of conservation easement to the Beaufort County Open Land Trust substantially in form and substance to that shown in Exhibit B and counsel for Purchaser, conveying certain development rights to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein.

9. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Seller's representation that as of the Closing Date the warranties and representations of Seller shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.

10. **Default.** If Purchaser or Seller fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Seller's obligations under this Agreement, or terminate this Agreement with a five (5) day written notice. If terminated, both Parties agree to cooperatively pursue their obligations set forth herein in good faith.

11. **Notices.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO PURCHASER:	Beaufort County Attn: Amanda Flake Post Office Drawer 1228 Beaufort, SC 29901-1228 E-mail: aflake@bcgov.net (843) 255-2140
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Copy to: Beaufort County
 Post Office Box 1228
 Beaufort, SC 29901
 Attn: Brittany Ward, Beaufort County Attorney
 Email: bward@bcgov.net
 (843) 255-2025

Thomas A. Bendle, Jr.
 Howell, Gibson and Hughes PA
 Post Office Box 40
 Beaufort, SC 29901
 (843) 522-2400
tbendle@hghpa.com

TO SELLER: Katie Daise
 Attn: Ida Stewart
 15 Campfire Road
 Beaufort, SC 29920
 E-mail: idastew@aol.com

12. **Assignment by Purchaser.** Purchaser shall have the right to assign this Agreement to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

13. **Condemnation.** In the event that at the time of Closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Agreement and recover its deposit hereunder, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

14. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

15. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agent shall be valid or enforceable unless embodied in this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

17. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

18. **Amendment.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

19. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or its has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to terms hereof.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement, and, of any personal guarantees given in connection with this Agreement.

21. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both Parties agree in writing to a reasonable extension.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

PURCHASER:

Eric L. Greenway
Beaufort County Administrator

WITNESSES:

SELLER:

By: _____
Its: _____

*Exhibit A***PROPERTY DESCRIPTION**

A conservation easement is over and across:

All of that piece, parcel of lot of land located on St. Helena Island, Beaufort County, South Carolina, containing 15.0 acres, more or less, as shown and described on that certain Plat prepared for the Beaufort County Open Land Trust by Gasque and Associates Inc, dated September 12 2022, and as recorded in the Office of Deeds, Beaufort County Deed Book ____ at Page _____ and attached hereto.

DMP References:

TMS#: R300 017 000 180A 0000, R300 017 000 180F 0000

Exhibit B

GRANT OF CONSERVATION EASEMENT

STATE OF SOUTH CAROLINA)
) GRANT OF CONSERVATION
EASEMENT
COUNTY OF BEAUFORT)

THIS GRANT OF CONSERVATION EASEMENT (hereinafter “Easement”) is made this _____ day of _____, by Katie Daise (hereinafter “**Grantor**”, having an address at 15 Campfire Drive, Beaufort South Carolina 29920 in favor of the Beaufort County Open Land Trust (hereinafter “**Grantee**”), a South Carolina charitable corporation and a publicly supported corporation organized and operated under §501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the “Code”) and not a private foundation under Code §509, with a business address at P. O. Box 75, Beaufort, SC 29901.

WHEREAS, **Grantor** is the sole owner in fee simple of certain real property known as “Village Creekside” containing approximately fifteen acres (15) acres (Beaufort County TMS# R300 017 000 180A 0000, R300 017 000 180F 0000), more particularly described in Exhibits “A” and “B” attached hereto and incorporated herein by this reference (hereinafter the “Protected Property”); and

WHEREAS, the Protected Property possesses significant ecological and natural resources, and open space and scenic value, and historic or cultural values of great importance to **Grantor**, to **Grantee** and to the people of South Carolina and this nation, the protection of which will yield significant public benefit; and

WHEREAS, Village Creekside is located on Saint Helena Island, a historic sea island home to the Gullah Geechee people, and

WHEREAS, Section 2204 of the John D. Dingell, Jr. Conservation, Management, and Recreation Act redesignated the Reconstruction Era National Monument as the Reconstruction Era National Historical Park and includes Saint Helena Island; and

WHEREAS, Saint Helena Island lies in the heart of the Gullah Geechee Corridor, a National Heritage Area managed by the Gullah Geechee Cultural Heritage Corridor Commission, designated by United States Congress on October 12, 2006 (Public Law 109-338), designated to “to preserve, share and interpret the history, traditional cultural practices, heritage sites, and natural resources associated with Gullah Geechee people of coastal North Carolina, South Carolina, Georgia and Florida”; and

WHEREAS, the Gullah Geechee Cultural Heritage Corridor Management Plan prioritizes land protection and land retention on Saint Helena and prioritizes “resource management that balances preservation and conservation needs with sustainable economic uses;” and

WHEREAS, the Beaufort County Comprehensive Plan established a Cultural Protection Overlay to protect Saint Helena Island and the overlay “acknowledges St. Helena’s historic cultural landscape and its importance as a center of Beaufort County’s most notable concentration of Gullah/Geechee culture”; and

WHEREAS, Village Creekside is located within a working waterfront district on Saint Helena Island and whereby the Beaufort County Community Development Code sets out a clear goal to “Preserve and Enhance Working Waterfronts” in Section 1.2.10; and

WHEREAS, Village Creekside is immediately downstream from Saint Helena Commercial Fishing Village Overlay zone which recognizes that the “cultural contributions of the seafood industry to Beaufort County are so significant and appealing that the County strives to maintain the seafood industry aura” and applies overlay standards to areas that are “currently and historically used for commercial fishing” in order to “preserve and/or recognize existing and potential commercial fishing areas and related activities and developments and to minimize and reduce conflicts between the seafood industry and residential development”; and

WHEREAS, the Property contains relatively natural habitats including fallow agricultural fields, mixed pine/hardwood upland stands and maritime forest and healthy river buffers along Village Creek, all of which can support a variety of floral and faunal species; and

WHEREAS, the Property contains healthy river buffers, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from developed lands, and also provide critical habitat for a variety of wildlife species; and

WHEREAS, Beaufort County Community Development Code recognizes that a vegetated river buffer minimizes erosion and preserves stream banks and Village Creekside will more than double the area of protected river buffer along Village Creek; and

WHEREAS, the Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds, ground-nesting birds, waterfowl and other avian species, and also including feeding, breeding and resting areas for native small and large game and non-game mammals, as well as feeding and breeding areas for amphibians and reptiles; and

WHEREAS, preservation of the Property shall serve the following purposes: preservation as a relatively natural habitat of fish, wildlife, or plants or similar ecosystem; and, the preservation of open space (including farmland and forest land) for scenic enjoyment from public vantage points by the public and/or maintaining or enhancing air or water quality.

WHEREAS, the specific Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, are summarized hereunder and documented in a report on file at the **Grantee’s** office and incorporated herein by this reference (hereinafter the “Baseline Documentation”), which consists of maps, reports and photographs (including

aerial imagery and on-site photographs taken by a representative of the **Grantee**), and property review occurs prior to easement, and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Protected Property at the time of this Easement and is intended to serve as an objective point of reference from which **Grantee** shall monitor and enforce compliance with the terms of this Easement; and

WHEREAS, **Grantor** believes that through this Easement, the natural resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its continued use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, in perpetuity; and

WHEREAS, **Grantor** is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with this Easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the “SC Code”) §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (hereinafter the “Act”), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and

WHEREAS, this Easement contains the conservation purposes pursuant to the Act, as outlined therein and stated below:

- (A) “retaining or protecting natural, scenic, or open-space aspects of real property”;
- (B) “ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use”;
- (C) “protecting natural resources”;
- (D) “maintaining or enhancing air or water quality” and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property pursuant to Code §170(h) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter “Treasury Regulations”) as follows:

(I) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement; and

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a

significant public benefit, including the policies and public benefits described in the recitals to this Easement;

WHEREAS, **Grantor** and **Grantee** agree these purposes can be accomplished by the **Grantor** voluntarily placing perpetual restrictions upon the use of the Protected Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Protected Property so as to be considered a “qualified conservation contribution” as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the **Grantee** is a corporation of which its purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1); and **Grantee** is a holder of conservation easements as conservation easements are defined by the Act; and, **Grantee** is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas and is not a private foundation under Code §509;

NOW, THEREFORE, in consideration of payment to Grantor of the sum of Three hundred and forty eight thousand, seven hundred and fifty dollars and no cents (\$348,750) and the above and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and pursuant to the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth. **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. Purpose. The purpose of this Easement (hereinafter the “Purpose”) is to protect the Conservation Values (detailed in the Recitals above and outlined below) and to preserve the Protected Property for the continuation of historic and traditional uses and activities, as well as other limited uses, provided no such uses significantly impair or degrade the Conservation Values. The Conservation Values of the Protected Property include the following:

- 1) Relatively natural habitat and biological diversity,
- 2) Open space for agricultural or forestry use,
- 3) Preservation or enhancement of downstream water quality in Village Creek
- 4) Scenic views of the Protected Property from Village Creek
- 5) Preservation of extensive river buffers to enhance a working waterfront area along Village Creek

The protection of these Conservation Values by stewardship, enforcement, and monitoring in perpetuity is set forth in this Easement.

This Purpose is to ensure that the Protected Property will be retained in perpetuity predominantly in its relatively natural and scenic condition for conservation purposes and to prevent any use of the Protected Property that would significantly impair or interfere with the Conservation Values of the Protected Property, while allowing for limited low-impact rural residential, recreational, agricultural, forestry and other open-space uses of the Protected Property that are compatible with and not destructive of those Conservation Values. It is the intent of the parties that Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the Purpose of this Easement. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Protected Property imposed by law.

2. Definitions. For the purposes of this Easement, **Grantor** and **Grantee** agree that those bold-faced terms that appear throughout this Easement shall be defined as follows:

Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Protected Property including crop production, animal husbandry, floriculture and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include **Feedlots**, intensive livestock production facilities nor any type of large-scale operation where animals are unnecessarily confined to maximize intensive large-scale production; however, non-intensive small-scale farming uses for the benefit of **Grantor**, **Grantor's** family or local agriculture shall be allowed which may include fences, pens and similar containment methods. Notwithstanding the above, commercial aquaculture and/or mariculture activities must have **Approval**.

Agricultural Structure shall be defined as any building designed to be used or currently used in conjunction with permitted **Agricultural Activities** or **Forest Management Practices**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise permitted as described in Paragraph 10. The rationale for requiring the **Grantor** to receive **Approval** is to afford **Grantee** an adequate opportunity to evaluate the activities in question to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents and approvals.

Building Height shall be measured, for the purposes of any permitted structure, from ground elevation or the legal building elevation within a Federal Emergency Management Agency (or successor agency) flood zone, whichever is greater, to the top of the highest structural component, excluding chimneys, antennas and weather vanes.

Conservation Values shall mean those values outlined in recitals to this Easement.

Designated Building Area shall be defined as those two (2) areas, each no larger than approximately three (3) acres in size, designated for the siting of all **Residential Structures, Related Outbuildings, and Agricultural Structures**, the location and configuration of which shall be as set forth in Exhibit B to this Conservation Agreement.

Feedlot shall be defined as any confined area or facility for feeding livestock for commercial purposes, or within which the land is not grazed or cropped at least annually, or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with the **Grantee** and agreed upon by both **Grantor** and **Grantee**, which outlines **Forest Management Practices** on the Protected Property. The **Forest Management Plan** shall be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Forest Management Practices shall be defined as the production, improvement and maintenance of pine and hardwood forest lands for timber production and commercial harvesting, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silvicultural practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, harvesting, thinning, reforestation, competition control, prescribed fire or fire breaks. **Forest Management Practices** shall follow best management practices of the SC Forestry Commission or successor agency and be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Grantee shall be defined as the above-named §501(c)(3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, their or its) personal representatives, heirs, successors, assigns, and subsequent owners of record.

Impervious Surface shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, paved driveways, paved parking lots, covered storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff.

Impervious Surface specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar traditional permeable materials.

Mobile Home shall be defined as a movable or portable detached dwelling and defined by Beaufort County Development Code as fabricated in an off-site manufacturing facility for installation at the building site, bearing a seal certifying that it was built in compliance with the Federal Manufactured Home Construction and Safety Standards Act of 1974, as amended.

Notice shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 27.

Recreational Structure shall be defined as any building designed or used in conjunction with recreational activities on the property, and shall not include any structure used as a permanent or temporary **Residential Structure**.

Related Outbuilding shall be defined as any auxiliary structure, including **mobile homes** customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry.

Request for Approval shall be defined as a written request by **Grantor** for **Approval** by **Grantee** of a defined activity proposed by the **Grantor**.

Residential Structure shall be defined as any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, all three of which must be present, which constitutes permanent residential use or occupancy on the Protected Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

Significant Tree shall be defined as any *cypress, or live oak* having a diameter at breast height of twelve (12) inches or greater and any tree protected by Beaufort County Development Code.

Subdivided Tract shall be defined as a legally divided, transferable parcel of land having a unique tax identification number according to Beaufort County real property tax records.

Subdivision shall be defined as the permitted creation of a **Subdivided Tract** after the date of this Easement.

Water Line shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high water line as defined by the Army Corps of Engineers or established by a surveyor employing the regulatory standards then in effect for its determination. If the critical line or the mean high water line cannot be established or are no longer used to define the edge of a waterway or waterbody, then the comparable defining line

as defined by successor entities of the above named agencies shall be used.

Wetlands shall be defined as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions,” as stated in the United States Army Corps of Engineers Wetlands Delineation Manual (1987, or as amended).

3. **Rights of Grantee.** **Grantor** hereby conveys the following rights to the **Grantee**:

(A) **Right of Visual Access.** To have visual access to the Protected Property, provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) **Right to Monitor.** To enter upon the Protected Property in a reasonable manner, at reasonable times, with reasonable notice, to monitor compliance with this Easement and to further document natural and manmade features of the Protected Property. The **Grantee** shall limit entry to annual visits (after completion of the Baseline Documentation) unless the **Grantee** has reason to believe there is a violation of the terms of this Easement. **Grantee** shall not unreasonably interfere with **Grantor**'s quiet use and enjoyment of the Protected Property;

(C) **Right to Prevent Inconsistent Uses.** To prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purpose;

(D) **Right to Require Restoration.** To require **Grantor** to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purpose to include third party activities.

4. **Reserved Rights.** **Grantor** reserves all the rights, uses and activities (collectively, the “Reserved Rights”) inherent in fee simple ownership of the Protected Property in its entirety, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purpose of this Easement stated in Paragraph 1. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement stated in Paragraph 1.

5. **Restrictions and Limitations.** **Grantor** will not perform or permit or will perform or permit, as specified below, the following acts or uses on, over or under the Protected Property:

(A) **Subdivision.** The Protected Property is currently composed of two (2) tracts, which are Beaufort County TMS#s R300 017 000 180A 0000, R300 017 000 180F 0000.

There shall be no **Subdivision** of the Protected Property. Although the legal description of the Protected Property may describe more than one tract of land which could be conveyed separately, the **Grantor** covenants and agrees that all of the Protected Property

shall be held by the same owner as a single undivided tract of land.

(B) Structural Limitations. The construction, enlargement, removal and replacement of **Residential Structures, Related Outbuildings, Recreation/Education Structures, Agricultural Structures** and all other structures are subject to the following limitations:

I. Total **Impervious Surface** on the Protected Property shall not exceed a maximum of six thousand four hundred (6,400) square feet in the aggregate.

II. No **Residential Structure, Related Outbuilding, Recreational Structure** or **Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**.

III. Two (2) existing **Residential Structures** exist as documented in the Baseline Documentation Report. **Residential Structures** shall be limited to two (2) such structures for permanent/long-term residency. **Grantor** is required to obtain **Approval** from **Grantee** prior to the construction, enlargement, removal and replacement of any permitted **Residential Structures**.

IV. **Related Outbuildings, Recreational Structures and Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surface** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I) and shall be located within **Designated Building Area(s)**.

IV. All permitted **Residential Structures, Related Outbuildings, Recreational Structures and Agricultural Structures** shall be located within a permitted **Designated Building Area** to be consistent with Baseline Documentation Report.

V. Other than permitted **Residential Structures and Related Outbuildings**, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

VI. Two (2) existing **Mobile homes** exist on the property. **Mobile Homes** shall be limited to two (2) such structures only to be used as **residential structures or related outbuildings** and subject to all Beaufort County Community Development Code regulations.

VII. Docks. Dock construction is subject to all local, state, and federal regulations

(a) The one (1) existing dock(s) providing access to Village Creek as shown in the Baseline Documentation Report, may be maintained, removed or replaced, provided it shall be limited in size and character to that which existed at the time of this Easement.

- (i) No additional docks shall be constructed.

Grantor shall not construct, as a part of any dock providing access to Village Creek, any fixed or permanent **Superstructures** or boatlifts. In addition, any lighting associated with any such dock(s) that remains constantly illuminated or that automatically becomes illuminated in darkness is prohibited, and any lighting associated with any such dock(s) must employ an opaque shield so as to direct light upon the dock and its immediate surrounding area and to preclude direct visibility of the light source from outside of such immediate area. The purpose of this provision is to allow lighting of the dock for safety and security and to minimize the impact of dock lighting on the relatively natural and scenic views of the Protected Property.

VIII. Towers. There shall be no towers on the Protected Property, including, but not limited to, radio, microwave, broadcast, communication and cellular towers.

(C) Buffers. Buffer Areas, as shown in Exhibit “B” and in the Baseline Documentation, shall be subject to the following restrictions:

“Setback” Waterfront Buffer. In order to protect the scenic view along this public waterway, as well as to provide an ecological transition zone for wildlife and water quality protection along the waterway, there shall be no **Impervious Surface**, **Agricultural Activities**, structures (other than mailboxes, fencing and gates, utility and service lines for any permitted use under the terms of this Easement, permitted docks or boat ramps, boardwalks, or other structures existing at the time of this Easement as documented in the Baseline Documentation), nor new roads (other than those necessary to access the permitted **Subdivided Tracts**) on that portion of the Protected Property within two hundred and fifty feet (250) feet of the OCRM Critical Line as surveyed. **Grantor** reserves the right to engage in limited **Forest Management Practices**, provided there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees** without **Approval**.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(D) Industrial Uses. There shall be no industrial uses, activities, or structures. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(E) Commercial Uses. There shall be no commercial uses, activities or structures permitted with exceptions to include home-based business that do not impair the Conservation Values. Any such home-based business requires prior **Approval** by the **Grantee**. No right of passage across or upon the Protected Property shall be allowed or

granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement. For the purposes of this Easement, **Agricultural Activities, Forest Management Practices** and the leasing of hunting, trapping and fishing rights, traditional to the Lowcountry shall not be considered commercial uses. However, to qualify this Easement for treatment under §2031(c)(8)(B) of the Code, any use of the Protected Property for more than a de minimus use for a commercial recreational activity is prohibited.

(F) Services. Construction of water wells, septic systems, and utility services is limited to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable governmental laws and regulations.

Fuel storage tanks are limited to aboveground or underground gaseous (not liquid) fuel storage tanks and/or aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, subject to all applicable governmental laws and regulations.

(G) Roads and Driveways. Roads and driveways shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road or driveway constructed or covered with **Impervious Surface**. Maintenance of driveways, roads and roadside ditches shall be limited to standard practices for non-paved roads.

(H) Landscaping. Landscaping shall be limited to the management of native vegetation associated with the uses allowed by this Easement, including but not limited to, mowing, pruning, trimming, and gardening. Structural elements of landscaping, including but not limited to walkways and patios, shall be subject to **Impervious Surface** restrictions and limitations as provided for in this Easement.

(I) Lighting. There shall be limited exterior lighting of which the light source is visible from off the Protected Property at ground level; lights shall employ an opaque shield so as to prevent direct visibility of the light source from off the Protected Property. The purpose of this provision is to allow lighting on the property for safety and security and to minimize the impact of lighting on the relatively natural and scenic views of the Protected Property.

(J) Signs. Signs visible from off the Protected Property shall be limited to a maximum of eight (8) square feet in size, individually and billboards are expressly prohibited. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway or waterway.

(K) Archeological and Paleontological Excavations. **Grantor** shall give **Notice** to **Grantee** prior to undertaking archeological or paleontological excavation. Any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education.

(L) Forestry Uses. A **Forest Management Plan** is recommended for the Protected Property when deemed appropriate by the **Grantee**. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** or

recommended by the South Carolina Forestry Commission or successor agency. **Grantor** shall provide **Notice** to **Grantee** of timber harvests. **Forest Management Practices** specifically permitted under the terms of this easement include clearing small patch openings and wildlife food plots.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(M) Agricultural Uses. **Agricultural Activities** are restricted to the recommended or accepted practices recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities mutually acceptable to the **Grantor** and **Grantee**. **Grantor** shall have the right to utilize Pond(s), center pivot irrigation and wells to irrigate for Agricultural Uses. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement.

(N) Significant Trees. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval** and all activities are subject to the Beaufort County Community Development Code.

(O) Pond(s). New ponds are prohibited. The sale of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of pond(s), or any other permitted or non-permitted use, is strictly prohibited in accordance with Paragraph 5(S) Mining. However, any extracted soil, sand, gravel or other materials from enlargement or construction of pond(s) may be used on the Protected Property for improvement or maintenance of roads, development of permitted structures or any other permitted use.

(P) Mining. Mining and recovery of any oil, gas or minerals are restricted to extraction methods in accordance with Code §170(h)(5)(B) prohibiting surface mining provided that following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(Q) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5.

(R) Refuse. There shall be no placing of refuse on the Protected Property of vehicle bodies or parts or refuse not generated on the Protected Property. Temporary piles for collection of refuse generated on the Protected Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes and do not impair the Conservation Values of the Protected Property.

(S) Right to Lease. Subject to the other provisions of this Conservation Easement, Grantor reserves the right to lease all or a portion of the Protected Property for

any purpose permitted under this Conservation Easement, including permitted Commercial Uses.

(T) Eligibility for Conservation Programs. **Grantor** reserves the right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted (or restricted, as the case may be) on the Protected Property under this Easement, including but not limited to carbon sequestration credits and greenhouse gas credits.

(U) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purpose of this Easement as stated in Paragraph 1.

6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. Grantee's Remedies. If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or shall fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** shall give immediate notice of the circumstances to **Grantor**, as described in Paragraph 28, and

may immediately pursue its legal and equitable remedies under this Paragraph without waiting for the period provided for cure to expire. **Grantor** agrees that if such emergency arises, **Grantee** may obtain injunctive relief without the necessity of posting a bond.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, and without the necessity of posting a bond. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit (which includes reasonable attorneys' fees), and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**. If **Grantor** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantor**, including without limitation **Grantor's** cost of the suit (which includes reasonable attorneys' fees) shall be borne by **Grantee**.

9. Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property. An owner of the Protected Property shall only be responsible for those violations first occurring on the Protected Property during such owner's ownership, and while still an owner of the Protected Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Protected Property unless an estoppel certificate or compliance certificate was obtained from **Grantee** prior to or at the time of the transfer of the Protected Property's ownership to such subsequent owner). Any of the rights herein reserved to **Grantor** may be exercised by any owner of the Protected Property.

10. Compliance Certificates. Upon request by **Grantor**, **Grantee** shall within thirty (30) days execute and deliver to **Grantor** any document that may be requested by **Grantor**, including an estoppel certificate or compliance certificate, to certify to the best of **Grantee's** knowledge **Grantor's** compliance with any obligation of **Grantor** contained in this Easement or otherwise to evidence the status of this Easement.

11. Representation of Authority. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

12. Forbearance Not a Waiver. Any forbearance by **Grantee** to exercise its rights under

this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.

13. Reasonableness Standard. **Grantor** and **Grantee** shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.

14. Grantor's Environmental Warranty. The **Grantor** warrants that **Grantor** has no knowledge of the existence or storage of hazardous substances, pollutants, or wastes on the Protected Property or a release or threatened release of hazardous substances, pollutants or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

15. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Protected Property resulting from causes beyond **Grantor's** control, including but not limited to trespass, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

16. Access. No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

17. Costs, Liabilities, and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and payment of taxes. Furthermore, if the **Grantor** maintains general liability insurance coverage for the Protected Property, **Grantor** will be responsible for such costs.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of wrongful or negligent activities of the indemnifying party on the Protected Property.

18. Transfer Fee. There shall be assessed by the **Grantee** a transfer fee equal to one (1) percent of the sales price and/or other consideration paid in connection with the transfer of any freehold or fee simple interest in the Protected Property, including but not limited to any conveyance by warranty deed, limited warranty deed, or quitclaim deed, sale, mortgage foreclosure, or conveyance in lieu of foreclosure. The transfer fee shall be paid to the **Grantee** on the date of the closing of the transfer.

Exemptions from assessment of transfer fee:

- (A) The sale of timber rights or products produced from permitted **Forest Management Practices** and/or permitted **Agricultural Activities** of such Protected Property.
- (B) Any transfer subsequent to the conveyance of this Easement:
 - I. Without consideration, or
 - II. To a spouse, a lineal descendant, an ancestor or ancestors, a spouse of a lineal descendent (collectively, "Immediate Family Members"), or
 - III. To or from a trust whose beneficiaries or presumptive beneficiaries are the **Grantor** or Immediate Family Member, or both, or
 - IV. To an entity at least 50% of the equity interest of which is owned by **Grantor** or Immediate Family Member, or
 - V. If the **Grantor** of this Easement is a corporation, limited liability company or a partnership, to an owner/partner/member of such entity or to an Immediate Family Member thereof, or
 - VI. To a charitable organization which is tax exempt under §501(c)(3), or
 - VII. Any transfer under a will, or
 - VIII. Any transfer implemented or effected by court order, except foreclosure, or
 - IX. Any transfer that corrects, modifies, or confirms a transfer previously made.

(C) If a creditor purchases the Protected Property at a foreclosure sale or takes title to the Property in lieu of foreclosure, the transfer fee shall be due and paid at the time the creditor takes title. The transfer fee shall be based on the total bid for the Protected Property if purchased at a foreclosure sale or on the amount of the accrued indebtedness if the creditor accepts a deed in lieu of foreclosure. An additional transfer fee shall be due if the creditor who takes title through foreclosure or a deed in lieu of foreclosure sells the Protected Property for an amount higher than the amount subject to the transfer fee at the time the creditor took title; the additional transfer fee due shall be based on the additional amount alone, not the entire sales price. Creditor for purposes of this Paragraph shall include an assignee of the creditor who purchases the Protected Property at a foreclosure sale or takes a deed in lieu of foreclosure.

An exchange of properties pursuant to Code §1031, or similar statute, shall be deemed to be for consideration based on the market value of the property plus boot, if applicable, received at the time of such transfer. Market value of the Protected Property shall be determined by agreement of the **Grantor** and the **Grantee**, or in the absence of such agreement by a South Carolina certified appraiser selected by the **Grantee**, whose appraisal fee shall be paid by the **Grantee**.

Grantor grants **Grantee** a lien against the Protected Property for all or any part of the transfer fee that is unpaid at the time of the conveyance or assignment triggering the transfer fee. **Grantee's** lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. **Grantee** shall have the right to record a notice of lien for such unpaid transfer fee. Any such lien may be enforced and/or foreclosed in

accordance with the laws of the State of South Carolina. **Grantee** may require the **Grantor** and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence.

19. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. As required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, in the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Protected Property entitles **Grantee** to a percentage of the gross sale proceeds, equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law and as provided in this Paragraph. **Grantor** and **Grantee** shall divide the net proceeds after the payment of all expenses of the condemnation in accordance to the ratio of the appraised value of this Easement to the fair market value of the Protected Property unrestricted by the Easement established as of the date conveyed.

For the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of this Easement to the value of the Protected Property, without reduction for the value of this Easement. All such proceeds received by **Grantee** shall be used in a manner consistent with **Grantee's** mission. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires this Easement to be granted in perpetuity.

20. Limitations on Extinguishment. If a sudden or unexpected change in the conditions surrounding the Protected Property have made impossible or impractical the continued use of the Protected Property for conservation purposes, this Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, **Grantee** shall be entitled to an amount no less than **Grantee's** proportionate share of the gross proceeds of such sale, as such proportionate share is determined under the provisions of Paragraph 21, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. If sufficient funds are not available for **Grantee** to be paid its entire proportionate share out of such proceeds, or if for any other reason **Grantee** is not paid its entire proportionate share, **Grantee** has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Protected Property at the time of such sale. All such proceeds received by **Grantee** shall be used by **Grantee** in

a manner consistent with the conservation purposes of this Easement as of the effective date of this grant. In the event of extinguishment of this Easement in whole or in part, the provisions of this Paragraph 20 shall survive such extinguishment.

21. Percentage Interests. **Grantor** and **Grantee** hereby confirm that the donation of this Easement gives rise to a property right immediately vested in **Grantee**, with a value for purposes of this Paragraph 21 determined as follows. The parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property (**Grantee**'s percentage interest is referred to herein as **Grantee**'s "proportionate share"). For the purposes of this paragraph, **Grantee**'s proportionate share of the fair market value of the Protected Property shall remain constant.

22. Condemnation. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, **Grantor** and **Grantee** shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, **Grantee** shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of Paragraphs 20 and 21 (with respect to the allocation of proceeds). The respective rights of **Grantor** and **Grantee** set forth in this Paragraph 22 shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

23. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except if as a condition of any assignment, (i) the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purpose and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that **Grantee** ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to Beaufort County and then a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

24. No Extinguishment Through Merger. **Grantor** and **Grantee** herein agree that should **Grantee** come to own all or a portion of the fee interest in the Protected Property, (i) **Grantee** as successor in title to **Grantor** shall observe and be bound by the obligations of **Grantor** and the restrictions imposed upon the Protected Property by this Easement; (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) **Grantee** as promptly as practicable

shall assign the **Grantee** interests in this Easement of record to another holder in conformity with the requirements of this Paragraph 25. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Paragraph 25 and shall contain language necessary to continue it in force.

26. Transfers. **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The **Grantor** shall give the **Grantee Notice** of any change of possession, ownership or control of the Protected Property within thirty (30) days after such change takes place, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of **Grantor** to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

27. Approvals; Notice; Breach.

(A) Grantee’s Approval or Withholding of Approval. When **Grantee Approval** is required, **Grantee** shall grant or withhold its approval in writing <within sixty (60) days of receipt> of **Grantor’s** written request therefor. In the case of withholding of **Approval**, **Grantee** shall notify **Grantor** in writing with reasonable specificity of the reasons for withholding of **Approval**, and the conditions, if any, on which **Approval** might otherwise be given. Failure of **Grantee** to respond in writing within such sixty (60) days shall be deemed to constitute denial by **Grantee** of any such **Request for Approval**.

(B) Approval by Grantee of Sites or Activities. The exercise of any right to engage in the specified activities permitted by the provisions of Paragraphs:

- 2 New products and technologies for pervious surfaces;
- 5(B)(III) Residential Structures;
- 5(B)(IV) Designated Building Area;
- 5(E) Commercial Uses;
- 5(L) Forestry Uses;
- 5(N) Significant Trees;

shall be subject to the prior **Approval** by **Grantee** of the activity and/or of the site for such proposed activity, as the case may be. **Grantor** shall request such **Approval** in writing and shall include therewith information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. **Grantee’s Approval**, which shall not be unreasonably withheld, shall take into account the following criteria:

- I. The extent to which use of the site and/or the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads or waterways;
- II. The extent to which use of the site and/or the proposed activity would destroy an important habitat or would have a material adverse effect on the

movement of wildlife;

III. The extent to which use of the site for the proposed activity would impair water quality;

IV. In the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Protected Property may be adversely impacted; and

V. The extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values. **Grantor** and **Grantee** shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them (either separately or jointly) under this Paragraph 27. Notwithstanding the foregoing, **Grantee's Approval** of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with the essential scenic quality of the Protected Property.

(C) Notice to Grantee. Following the receipt of **Grantee's Approval** when required under Paragraph 27(B) and not less than thirty (30) days prior to commencing activity requiring **Approval** or any activity where **Notice** is required, including Paragraphs:

- 5(A) Subdivision/consolidation;
- 5(K) Archeological and Paleontological Excavations; and
- 26 Transfer of Property

Grantor agrees to provide **Notice** to **Grantee** in writing of the intention to exercise such right. The **Notice** shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit **Grantee** to monitor such activity. When such information was not provided to **Grantee** under the requirements of Paragraph 27(B), the **Notice** shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At **Grantee's** sole discretion, **Grantee** may permit commencement of the activity less than thirty (30) days after receiving **Grantor's Notice**. See also Paragraph 26, with respect to **Grantor's** written notice to **Grantee** concerning a transfer of any interest in all or a portion of the Protected Property.

(D) Notice. As required by Treasury Regulations 1.170-14(g)(5)(ii). Notwithstanding any other provision of this Easement, Grantor must notify **Grantee**, in writing, before exercising any reserved right which may have an adverse impact on the Conservation Values of this Easement.

(E) Breach. Failure to secure such **Approval** or give such **Notice** as may be required by this Paragraph 27 shall be a material breach of this Easement notwithstanding any other provision of this Easement and shall entitle **Grantee** to such rights or remedies as may be available under Paragraph 7.

28. Communication. All **Requests for Approvals** shall be in writing and shall be deemed sufficiently given or rendered only when acknowledged in writing by **Grantee**. All **Notices** and other communications to **Grantee** may be communicated by United States Postal Service first class mail, hand courier, electronic mail or facsimile, and shall be deemed sufficiently given or rendered and effective only when acknowledged in writing by **Grantee**. All such correspondence and communications shall be addressed as follows:

If to Grantor :	Katie Daise 15 Campfire Drive St Helena, SC 29920
If to Grantor's Attorney:	Caitlin Reid 811 Craven Street Beaufort SC 29902
If to Grantee :	Beaufort County Open Land Trust P. O. Box 75 Beaufort, SC 29901 Attn: Executive Director info@openlandtrust.com (843) 521-2175 (office) (843) 521-1946 (fax)
With a Copy to:	Beaufort County Administrator 100 Ribaut Road Post Office Box 1228 Beaufort, SC 29901-1228 Beaufort County Attorney Attn: County Attorney 100 Ribaut Road Post Office Box 1228 Beaufort, SC 29901-1228

or to such other person or place as a party may designate by correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Paragraph and is returned to the sender as undeliverable, then such correspondence shall be deemed to have been delivered or received on the third day following the deposit of such correspondence in the United States Mail or the delivery of such correspondence to the overnight delivery service. **Grantor** has the responsibility of promptly notifying **Grantee** of **Grantor's** current address and other contact information. **Grantor** shall promptly notify **Grantee** of (i) any changes of **Grantor's** address or other changes in **Grantor's** contact

information, and (ii) the name, address, and contact information of any transferee of the Protected Property if **Grantor** conveys the Protected Property. Any communications or Correspondence by **Grantee** to or with **Grantor** sent to the last address provided by **Grantor** shall be deemed sufficient to provide notice to **Grantor**.

29. Recordation. **Grantor** or **Grantee** shall record this instrument in timely fashion in the Register of Deeds Office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

30. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Register of Deeds Office for Beaufort County, South Carolina, after all required signatures have been affixed hereto.

31. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

32. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of this Easement to uphold the Purpose as stated in Paragraph 1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid should be favored over any interpretation that would render it invalid.

33. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

34. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Paragraph, Subparagraph, or clause herein may require as if such terms had been fully and properly written in such number or gender.

35. No Goods or Services. **Grantor** and **Grantee** acknowledge that no goods or services or other consideration, have been provided by **Grantee** to **Grantor** as consideration for this Easement, excepting Three hundred and forty eight thousand, seven hundred and fifty dollars and no cents (\$348,750) through Beaufort County Rural and Critical Land Preservation program funds and **Grantee** will provide **Grantor** with a **separate letter** so stating, pursuant to the requirements of §170(f)(8) of the Code.

TO HAVE AND TO HOLD the Easement interests herein described unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that the **Grantor** is seized of the Protected Property in fee simple and has the right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to this original copy of this Easement under seal on the day and year first above written.

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WHEREAS, Village Creekside is located within a working waterfront district on Saint Helena Island and whereby the Beaufort County Community Development Code sets out a clear goal to “Preserve and Enhance Working Waterfronts” in Section 1.2.10; and

WHEREAS, Village Creekside is immediately downstream from Saint Helena Commercial Fishing Village Overlay zone which recognizes that the “cultural contributions of the seafood industry to Beaufort County are so significant and appealing that the County strives to maintain the seafood industry aura” and applies overlay standards to areas that are “currently and historically used for commercial fishing” in order to “preserve and/or recognize existing and potential commercial fishing areas and related activities and developments and to minimize and reduce conflicts between the seafood industry and residential development”; and

WHEREAS, the Property contains relatively natural habitats including fallow agricultural fields, mixed pine/hardwood upland stands and maritime forest and healthy river buffers along Village Creek, all of which can support a variety of floral and faunal species; and

WHEREAS, the Property contains healthy river buffers, which function to improve water quality by providing for nutrient uptake and sediment deposition from runoff draining from developed lands, and also provide critical habitat for a variety of wildlife species; and

WHEREAS, Beaufort County Community Development Code recognizes that a vegetated river buffer minimizes erosion and preserves stream banks and Village Creekside will more than double the area of protected river buffer along Village Creek; and

WHEREAS, the Property provides a diversity, quality, and combination of natural habitats significant to wildlife habitat functions including feeding, nesting and roosting areas for migratory songbirds, ground-nesting birds, waterfowl and other avian species, and also including feeding, breeding and resting areas for native small and large game and non-game mammals, as well as feeding and breeding areas for amphibians and reptiles; and

WHEREAS, preservation of the Property shall serve the following purposes: preservation as a relatively natural habitat of fish, wildlife, or plants or similar ecosystem; and, the preservation of open space (including farmland and forest land) for scenic enjoyment from public vantage points by the public and/or maintaining or enhancing air or water quality.

WHEREAS, the specific Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, are summarized hereunder and documented in a report on file at the **Grantee’s** office and incorporated herein by this reference (hereinafter the “Baseline Documentation”), which consists of maps, reports and photographs (including aerial imagery and on-site photographs taken by a representative of the **Grantee**), and property review occurs prior to easement, and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Protected Property at the time of this Easement and is intended to serve as an objective point of reference from which **Grantee** shall monitor and enforce compliance with the terms of this Easement; and

WHEREAS, **Grantor** believes that through this Easement, the natural resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its continued use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, in perpetuity; and

WHEREAS, **Grantor** is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with this Easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the “SC Code”) §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (hereinafter the “Act”), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and

WHEREAS, this Easement contains the conservation purposes pursuant to the Act, as outlined therein and stated below:

- (A) “retaining or protecting natural, scenic, or open-space aspects of real property”;
- (B) “ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use”;
- (C) “protecting natural resources”;
- (D) “maintaining or enhancing air or water quality” and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property pursuant to Code §170(h) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter “Treasury Regulations”) as follows:

(I) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement; and

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a significant public benefit, including the policies and public benefits described in the recitals to this Easement;

WHEREAS, **Grantor** and **Grantee** agree these purposes can be accomplished by the **Grantor** voluntarily placing perpetual restrictions upon the use of the Protected Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Protected Property so as to be considered a “qualified conservation

contribution” as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the **Grantee** is a corporation of which its purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1); and **Grantee** is a holder of conservation easements as conservation easements are defined by the Act; and, **Grantee** is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas and is not a private foundation under Code §509;

NOW, THEREFORE, in consideration of payment to Grantor of the sum of Three hundred and forty eight thousand, seven hundred and fifty dollars and no cents (\$348,750) and the above and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and pursuant to the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth. **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. Purpose. The purpose of this Easement (hereinafter the “Purpose”) is to protect the Conservation Values (detailed in the Recitals above and outlined below) and to preserve the Protected Property for the continuation of historic and traditional uses and activities, as well as other limited uses, provided no such uses significantly impair or degrade the Conservation Values. The Conservation Values of the Protected Property include the following:

- 1) Relatively natural habitat and biological diversity,
- 2) Open space for agricultural or forestry use,
- 3) Preservation or enhancement of downstream water quality in Village Creek
- 4) Scenic views of the Protected Property from Village Creek
- 5) Preservation of extensive river buffers to enhance a working waterfront area along Village Creek

The protection of these Conservation Values by stewardship, enforcement, and monitoring in perpetuity is set forth in this Easement.

This Purpose is to ensure that the Protected Property will be retained in perpetuity predominantly in its relatively natural and scenic condition for conservation purposes and to prevent any use of the Protected Property that would significantly impair or interfere with the Conservation Values of the Protected Property, while allowing for limited low-impact rural residential, recreational, agricultural, forestry and other open-space uses of the Protected Property that are compatible with and not destructive of those Conservation Values. It is the intent of the parties that Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with

the Purpose of this Easement. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Protected Property imposed by law.

2. Definitions. For the purposes of this Easement, **Grantor** and **Grantee** agree that those bold-faced terms that appear throughout this Easement shall be defined as follows:

Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Protected Property including crop production, animal husbandry, floriculture and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include **Feedlots**, intensive livestock production facilities nor any type of large-scale operation where animals are unnecessarily confined to maximize intensive large-scale production; however, non-intensive small-scale farming uses for the benefit of **Grantor**, **Grantor's** family or local agriculture shall be allowed which may include fences, pens and similar containment methods. Notwithstanding the above, commercial aquaculture and/or mariculture activities must have **Approval**.

Agricultural Structure shall be defined as any building designed to be used or currently used in conjunction with permitted **Agricultural Activities** or **Forest Management Practices**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise permitted as described in Paragraph 10. The rationale for requiring the **Grantor** to receive **Approval** is to afford **Grantee** an adequate opportunity to evaluate the activities in question to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents and approvals.

Building Height shall be measured, for the purposes of any permitted structure, from ground elevation or the legal building elevation within a Federal Emergency Management Agency (or successor agency) flood zone, whichever is greater, to the top of the highest structural component, excluding chimneys, antennas and weather vanes.

Conservation Values shall mean those values outlined in recitals to this Easement.

Designated Building Area shall be defined as those two (2) areas, each no larger than approximately three (3) acres in size, designated for the siting of all **Residential Structures, Related Outbuildings,** and **Agricultural Structures,** the location and configuration of which shall be as set forth in Exhibit B to this Conservation Agreement.

Feedlot shall be defined as any confined area or facility for feeding livestock for commercial purposes, or within which the land is not grazed or cropped at least annually, or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with the **Grantee** and agreed upon by both **Grantor** and **Grantee**, which outlines **Forest Management Practices** on the Protected Property. The **Forest Management Plan** shall be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Forest Management Practices shall be defined as the production, improvement and maintenance of pine and hardwood forest lands for timber production and commercial harvesting, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silvicultural practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, harvesting, thinning, reforestation, competition control, prescribed fire or fire breaks. **Forest Management Practices** shall follow best management practices of the SC Forestry Commission or successor agency and be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Grantee shall be defined as the above-named §501(c)(3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, their or its) personal representatives, heirs, successors, assigns, and subsequent owners of record.

Impervious Surface shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, paved driveways, paved parking lots, covered storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration

of surface and stormwater runoff. **Impervious Surface** specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar traditional permeable materials.

Mobile Home shall be defined as a movable or portable detached dwelling and defined by Beaufort County Development Code as fabricated in an off-site **manufacturing** facility for installation at the building site, bearing a seal certifying that it was built in compliance with the Federal **Manufactured Home** Construction and Safety Standards Act of 1974, as amended.

Notice shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 27.

Recreational Structure shall be defined as any building designed or used in conjunction with recreational activities on the property, and shall not include any structure used as a permanent or temporary **Residential Structure**.

Related Outbuilding shall be defined as any auxiliary structure, including **mobile homes** customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry.

Request for Approval shall be defined as a written request by **Grantor** for **Approval** by **Grantee** of a defined activity proposed by the **Grantor**.

Residential Structure shall be defined as any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, all three of which must be present, which constitutes permanent residential use or occupancy on the Protected Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

Significant Tree shall be defined as any *cypress, or live oak* having a diameter at breast height of twelve (12) inches or greater and any tree protected by Beaufort County Development Code.

Subdivided Tract shall be defined as a legally divided, transferable parcel of land having a unique tax identification number according to Beaufort County real property tax records.

Subdivision shall be defined as the permitted creation of a **Subdivided Tract** after the date of this Easement.

Water Line shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high water line as defined by the Army Corps of Engineers or established by a surveyor employing the regulatory standards then in effect for its determination. If the critical line or the mean

high water line cannot be established or are no longer used to define the edge of a waterway or waterbody, then the comparable defining line as defined by successor entities of the above named agencies shall be used.

Wetlands shall be defined as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions,” as stated in the United States Army Corps of Engineers Wetlands Delineation Manual (1987, or as amended).

3. **Rights of Grantee.** **Grantor** hereby conveys the following rights to the **Grantee**:

(A) **Right of Visual Access.** To have visual access to the Protected Property, provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) **Right to Monitor.** To enter upon the Protected Property in a reasonable manner, at reasonable times, with reasonable notice, to monitor compliance with this Easement and to further document natural and manmade features of the Protected Property. The **Grantee** shall limit entry to annual visits (after completion of the Baseline Documentation) unless the **Grantee** has reason to believe there is a violation of the terms of this Easement. **Grantee** shall not unreasonably interfere with **Grantor**’s quiet use and enjoyment of the Protected Property;

(C) **Right to Prevent Inconsistent Uses.** To prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purpose;

(D) **Right to Require Restoration.** To require **Grantor** to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purpose to include third party activities.

4. **Reserved Rights.** **Grantor** reserves all the rights, uses and activities (collectively, the “Reserved Rights”) inherent in fee simple ownership of the Protected Property in its entirety, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purpose of this Easement stated in Paragraph 1. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement stated in Paragraph 1.

5. **Restrictions and Limitations.** **Grantor** will not perform or permit or will perform or permit, as specified below, the following acts or uses on, over or under the Protected Property:

(A) **Subdivision.** The Protected Property is currently composed of two (2) tracts, which are Beaufort County TMS#s R300 017 000 180A 0000, R300 017 000 180F 0000.

There shall be no **Subdivision** of the Protected Property. Although the legal description of the Protected Property may describe more than one tract of land which could be conveyed

separately, the **Grantor** covenants and agrees that all of the Protected Property shall be held by the same owner as a single undivided tract of land.

(B) Structural Limitations. The construction, enlargement, removal and replacement of **Residential Structures, Related Outbuildings, Recreation/Education Structures, Agricultural Structures** and all other structures are subject to the following limitations:

I. Total **Impervious Surface** on the Protected Property shall not exceed a maximum of six thousand four hundred (6,400) square feet in the aggregate.

II. No **Residential Structure, Related Outbuilding, Recreational Structure** or **Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**.

III. Two (2) existing **Residential Structures** exist as documented in the Baseline Documentation Report. **Residential Structures** shall be limited to two (2) such structures for permanent/long-term residency. **Grantor** is required to obtain **Approval** from **Grantee** prior to the construction, enlargement, removal and replacement of any permitted **Residential Structures**.

IV. **Related Outbuildings, Recreational Structures** and **Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surface** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I) and shall be located within **Designated Building Area(s)**.

IV. All permitted **Residential Structures, Related Outbuildings, Recreational Structures** and **Agricultural Structures** shall be located within a permitted **Designated Building Area** to be consistent with Baseline Documentation Report.

V. Other than permitted **Residential Structures and Related Outbuildings**, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

VI. Two (2) existing **Mobile homes** exist on the property. **Mobile Homes** shall be limited to two (2) such structures only to be used as **residential structures or related outbuildings** and subject to all Beaufort County Community Development Code regulations.

VII. Docks. Dock construction is subject to all local, state, and federal regulations

(a) The one (1) existing dock(s) providing access to Village Creek as shown in the Baseline Documentation Report, may be maintained, removed or replaced, provided it shall be limited in size and character to that which existed at the time of this Easement.

- (i) No additional docks shall be constructed.

Grantor shall not construct, as a part of any dock providing access to Village Creek, any fixed or permanent **Superstructures** or boatlifts. In addition, any lighting associated with any such dock(s) that remains constantly illuminated or that automatically becomes illuminated in darkness is prohibited, and any lighting associated with any such dock(s) must employ an opaque shield so as to direct light upon the dock and its immediate surrounding area and to preclude direct visibility of the light source from outside of such immediate area. The purpose of this provision is to allow lighting of the dock for safety and security and to minimize the impact of dock lighting on the relatively natural and scenic views of the Protected Property.

VIII. Towers. There shall be no towers on the Protected Property, including, but not limited to, radio, microwave, broadcast, communication and cellular towers.

(C) Buffers. Buffer Areas, as shown in Exhibit “B” and in the Baseline Documentation, shall be subject to the following restrictions:

“Setback” Waterfront Buffer. In order to protect the scenic view along this public waterway, as well as to provide an ecological transition zone for wildlife and water quality protection along the waterway, there shall be no **Impervious Surface, Agricultural Activities**, structures (other than mailboxes, fencing and gates, utility and service lines for any permitted use under the terms of this Easement, permitted docks or boat ramps, boardwalks, or other structures existing at the time of this Easement as documented in the Baseline Documentation), nor new roads (other than those necessary to access the permitted **Subdivided Tracts**) on that portion of the Protected Property within two hundred and fifty feet (250) feet of the OCRM Critical Line as surveyed. **Grantor** reserves the right to engage in limited **Forest Management Practices**, provided there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees** without **Approval**.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(D) Industrial Uses. There shall be no industrial uses, activities, or structures. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(E) Commercial Uses. There shall be no commercial uses, activities or structures permitted with exceptions to include home-based business that do not impair the Conservation Values. Any such home-based business requires prior **Approval** by the **Grantee**. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage

is used in conjunction with any commercial uses or activities not permitted in this Easement. For the purposes of this Easement, **Agricultural Activities, Forest Management Practices** and the leasing of hunting, trapping and fishing rights, traditional to the Lowcountry shall not be considered commercial uses. However, to qualify this Easement for treatment under §2031(c)(8)(B) of the Code, any use of the Protected Property for more than a de minimus use for a commercial recreational activity is prohibited.

(F) Services. Construction of water wells, septic systems, and utility services is limited to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable governmental laws and regulations.

Fuel storage tanks are limited to aboveground or underground gaseous (not liquid) fuel storage tanks and/or aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, subject to all applicable governmental laws and regulations.

(G) Roads and Driveways. Roads and driveways shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road or driveway constructed or covered with **Impervious Surface**. Maintenance of driveways, roads and roadside ditches shall be limited to standard practices for non-paved roads.

(H) Landscaping. Landscaping shall be limited to the management of native vegetation associated with the uses allowed by this Easement, including but not limited to, mowing, pruning, trimming, and gardening. Structural elements of landscaping, including but not limited to walkways and patios, shall be subject to **Impervious Surface** restrictions and limitations as provided for in this Easement.

(I) Lighting. There shall be limited exterior lighting of which the light source is visible from off the Protected Property at ground level; lights shall employ an opaque shield so as to prevent direct visibility of the light source from off the Protected Property. The purpose of this provision is to allow lighting on the property for safety and security and to minimize the impact of lighting on the relatively natural and scenic views of the Protected Property.

(J) Signs. Signs visible from off the Protected Property shall be limited to a maximum of eight (8) square feet in size, individually and billboards are expressly prohibited. Signs shall be placed so as to minimally impact the scenic view as seen from any public roadway or waterway.

(K) Archeological and Paleontological Excavations. **Grantor** shall give **Notice** to **Grantee** prior to undertaking archeological or paleontological excavation. Any archeological or paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education.

(L) Forestry Uses. A **Forest Management Plan** is recommended for the Protected Property when deemed appropriate by the **Grantee**. Forestry Uses are limited to those **Forest**

Management Practices defined in the **Forest Management Plan** or recommended by the South Carolina Forestry Commission or successor agency. **Grantor** shall provide **Notice** to **Grantee** of timber harvests. **Forest Management Practices** specifically permitted under the terms of this easement include clearing small patch openings and wildlife food plots.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(M) Agricultural Uses. **Agricultural Activities** are restricted to the recommended or accepted practices recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities mutually acceptable to the **Grantor** and **Grantee**. **Grantor** shall have the right to utilize Pond(s), center pivot irrigation and wells to irrigate for Agricultural Uses. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement.

(N) Significant Trees. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval** and all activities are subject to the Beaufort County Community Development Code.

(O) Pond(s). New ponds are prohibited. The sale of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of pond(s), or any other permitted or non-permitted use, is strictly prohibited in accordance with Paragraph 5(S) Mining. However, any extracted soil, sand, gravel or other materials from enlargement or construction of pond(s) may be used on the Protected Property for improvement or maintenance of roads, development of permitted structures or any other permitted use.

(P) Mining. Mining and recovery of any oil, gas or minerals are restricted to extraction methods in accordance with Code §170(h)(5)(B) prohibiting surface mining provided that following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(Q) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5.

(R) Refuse. There shall be no placing of refuse on the Protected Property of vehicle bodies or parts or refuse not generated on the Protected Property. Temporary piles for collection of refuse generated on the Protected Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes and do not impair the Conservation Values of the Protected Property.

(S) Right to Lease. Subject to the other provisions of this Conservation Easement, Grantor reserves the right to lease all or a portion of the Protected Property for any purpose permitted under this Conservation Easement, including permitted Commercial Uses.

(T) Eligibility for Conservation Programs. **Grantor** reserves the right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted (or restricted, as the case may be) on the Protected Property under this Easement, including but not limited to carbon sequestration credits and greenhouse gas credits.

(U) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purpose of this Easement as stated in Paragraph 1.

6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. Grantee's Remedies. If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or shall fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** shall give immediate notice of the circumstances to **Grantor**, as described in Paragraph 28, and may immediately pursue its legal and equitable remedies under this Paragraph without waiting for the

period provided for cure to expire. **Grantor** agrees that if such emergency arises, **Grantee** may obtain injunctive relief without the necessity of posting a bond.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, and without the necessity of posting a bond. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit (which includes reasonable attorneys' fees), and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**. If **Grantor** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantor**, including without limitation **Grantor's** cost of the suit (which includes reasonable attorneys' fees) shall be borne by **Grantee**.

9. Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property. An owner of the Protected Property shall only be responsible for those violations first occurring on the Protected Property during such owner's ownership, and while still an owner of the Protected Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Protected Property unless an estoppel certificate or compliance certificate was obtained from **Grantee** prior to or at the time of the transfer of the Protected Property's ownership to such subsequent owner). Any of the rights herein reserved to **Grantor** may be exercised by any owner of the Protected Property.

10. Compliance Certificates. Upon request by **Grantor**, **Grantee** shall within thirty (30) days execute and deliver to **Grantor** any document that may be requested by **Grantor**, including an estoppel certificate or compliance certificate, to certify to the best of **Grantee's** knowledge **Grantor's** compliance with any obligation of **Grantor** contained in this Easement or otherwise to evidence the status of this Easement.

11. Representation of Authority. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

12. Forbearance Not a Waiver. Any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the

same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.

13. Reasonableness Standard. **Grantor** and **Grantee** shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.

14. Grantor's Environmental Warranty. The **Grantor** warrants that **Grantor** has no knowledge of the existence or storage of hazardous substances, pollutants, or wastes on the Protected Property or a release or threatened release of hazardous substances, pollutants or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

15. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Protected Property resulting from causes beyond **Grantor's** control, including but not limited to trespass, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

16. Access. No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

17. Costs, Liabilities, and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and payment of taxes. Furthermore, if the **Grantor** maintains general liability insurance coverage for the Protected Property, **Grantor** will be responsible for such costs.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of wrongful or negligent activities of the indemnifying party on the Protected Property.

18. Transfer Fee. There shall be assessed by the **Grantee** a transfer fee equal to one (1) percent of the sales price and/or other consideration paid in connection with the transfer of any freehold or fee simple interest in the Protected Property, including but not limited to any conveyance by warranty deed, limited warranty deed, or quitclaim deed, sale, mortgage foreclosure, or conveyance in lieu of foreclosure. The transfer fee shall be paid to the **Grantee** on the date of the closing of the transfer.

Exemptions from assessment of transfer fee:

- (A) The sale of timber rights or products produced from permitted **Forest Management Practices** and/or permitted **Agricultural Activities** of such Protected Property.
- (B) Any transfer subsequent to the conveyance of this Easement:
- I. Without consideration, or
 - II. To a spouse, a lineal descendant, an ancestor or ancestors, a spouse of a lineal descendent (collectively, "Immediate Family Members"), or
 - III. To or from a trust whose beneficiaries or presumptive beneficiaries are the **Grantor** or Immediate Family Member, or both, or
 - IV. To an entity at least 50% of the equity interest of which is owned by **Grantor** or Immediate Family Member, or
 - V. If the **Grantor** of this Easement is a corporation, limited liability company or a partnership, to an owner/partner/member of such entity or to an Immediate Family Member thereof, or
 - VI. To a charitable organization which is tax exempt under §501(c)(3), or
 - VII. Any transfer under a will, or
 - VIII. Any transfer implemented or effected by court order, except foreclosure, or
 - IX. Any transfer that corrects, modifies, or confirms a transfer previously made.
- (C) If a creditor purchases the Protected Property at a foreclosure sale or takes title to the Property in lieu of foreclosure, the transfer fee shall be due and paid at the time the creditor takes title. The transfer fee shall be based on the total bid for the Protected Property if purchased at a foreclosure sale or on the amount of the accrued indebtedness if the creditor accepts a deed in lieu of foreclosure. An additional transfer fee shall be due if the creditor who takes title through foreclosure or a deed in lieu of foreclosure sells the Protected Property for an amount higher than the amount subject to the transfer fee at the time the creditor took title; the additional transfer fee due shall be based on the additional amount alone, not the entire sales price. Creditor for purposes of this Paragraph shall include an assignee of the creditor who purchases the Protected Property at a foreclosure sale or takes a deed in lieu of foreclosure.

An exchange of properties pursuant to Code §1031, or similar statute, shall be deemed to be for consideration based on the market value of the property plus boot, if applicable, received at the time of such transfer. Market value of the Protected Property shall be determined by agreement of the **Grantor** and the **Grantee**, or in the absence of such agreement by a South Carolina certified appraiser selected by the **Grantee**, whose appraisal fee shall be paid by the **Grantee**.

Grantor grants **Grantee** a lien against the Protected Property for all or any part of the transfer fee that is unpaid at the time of the conveyance or assignment triggering the transfer fee. **Grantee's** lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. **Grantee** shall have the right to record a notice of lien for such unpaid transfer fee. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina. **Grantee** may require the **Grantor** and/or any subsequent purchaser to

provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence.

19. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. As required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, in the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Protected Property entitles **Grantee** to a percentage of the gross sale proceeds, equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law and as provided in this Paragraph. **Grantor** and **Grantee** shall divide the net proceeds after the payment of all expenses of the condemnation in accordance to the ratio of the appraised value of this Easement to the fair market value of the Protected Property unrestricted by the Easement established as of the date conveyed.

For the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of this Easement to the value of the Protected Property, without reduction for the value of this Easement. All such proceeds received by **Grantee** shall be used in a manner consistent with **Grantee's** mission. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires this Easement to be granted in perpetuity.

20. Limitations on Extinguishment. If a sudden or unexpected change in the conditions surrounding the Protected Property have made impossible or impractical the continued use of the Protected Property for conservation purposes, this Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, **Grantee** shall be entitled to an amount no less than **Grantee's** proportionate share of the gross proceeds of such sale, as such proportionate share is determined under the provisions of Paragraph 21, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. If sufficient funds are not available for **Grantee** to be paid its entire proportionate share out of such proceeds, or if for any other reason **Grantee** is not paid its entire proportionate share, **Grantee** has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Protected Property at the time of such sale. All such proceeds received by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant. In the event of extinguishment of this Easement in whole or

in part, the provisions of this Paragraph 20 shall survive such extinguishment.

21. Percentage Interests. **Grantor** and **Grantee** hereby confirm that the donation of this Easement gives rise to a property right immediately vested in **Grantee**, with a value for purposes of this Paragraph 21 determined as follows. The parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property (**Grantee's** percentage interest is referred to herein as **Grantee's** "proportionate share"). For the purposes of this paragraph, **Grantee's** proportionate share of the fair market value of the Protected Property shall remain constant.

22. Condemnation. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, **Grantor** and **Grantee** shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, **Grantee** shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of Paragraphs 20 and 21 (with respect to the allocation of proceeds). The respective rights of **Grantor** and **Grantee** set forth in this Paragraph 22 shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

23. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except if as a condition of any assignment, (i) the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purpose and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that **Grantee** ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to Beaufort County and then a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

24. No Extinguishment Through Merger. **Grantor** and **Grantee** herein agree that should **Grantee** come to own all or a portion of the fee interest in the Protected Property, (i) **Grantee** as successor in title to **Grantor** shall observe and be bound by the obligations of **Grantor** and the restrictions imposed upon the Protected Property by this Easement; (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) **Grantee** as promptly as practicable shall assign the **Grantee** interests in this Easement of record to another holder in conformity with the requirements of this Paragraph 25. Any instrument of assignment of this Easement or the rights conveyed herein

shall refer to the provisions of this Paragraph 25 and shall contain language necessary to continue it in force.

26. Transfers. **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The **Grantor** shall give the **Grantee Notice** of any change of possession, ownership or control of the Protected Property within thirty (30) days after such change takes place, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of **Grantor** to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

27. Approvals; Notice; Breach.

(A) Grantee’s Approval or Withholding of Approval. When **Grantee Approval** is required, **Grantee** shall grant or withhold its approval in writing <within sixty (60) days of receipt> of **Grantor’s** written request therefor. In the case of withholding of **Approval**, **Grantee** shall notify **Grantor** in writing with reasonable specificity of the reasons for withholding of **Approval**, and the conditions, if any, on which **Approval** might otherwise be given. Failure of **Grantee** to respond in writing within such sixty (60) days shall be deemed to constitute denial by **Grantee** of any such **Request for Approval**.

(B) Approval by Grantee of Sites or Activities. The exercise of any right to engage in the specified activities permitted by the provisions of Paragraphs:

- 2 New products and technologies for pervious surfaces;
- 5(B)(III) Residential Structures;
- 5(B)(IV) Designated Building Area;
- 5(E) Commercial Uses;
- 5(L) Forestry Uses;
- 5(N) Significant Trees;

shall be subject to the prior **Approval** by **Grantee** of the activity and/or of the site for such proposed activity, as the case may be. **Grantor** shall request such **Approval** in writing and shall include therewith information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. **Grantee’s Approval**, which shall not be unreasonably withheld, shall take into account the following criteria:

- I. The extent to which use of the site and/or the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads or waterways;
- II. The extent to which use of the site and/or the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of

wildlife;

III. The extent to which use of the site for the proposed activity would impair water quality;

IV. In the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Protected Property may be adversely impacted; and

V. The extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values. **Grantor** and **Grantee** shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them (either separately or jointly) under this Paragraph 27. Notwithstanding the foregoing, **Grantee's Approval** of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with the essential scenic quality of the Protected Property.

(C) Notice to Grantee. Following the receipt of **Grantee's Approval** when required under Paragraph 27(B) and not less than thirty (30) days prior to commencing activity requiring **Approval** or any activity where **Notice** is required, including Paragraphs:

- 5(A) Subdivision/consolidation;
- 5(K) Archeological and Paleontological Excavations; and
- 26 Transfer of Property

Grantor agrees to provide **Notice** to **Grantee** in writing of the intention to exercise such right. The **Notice** shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit **Grantee** to monitor such activity. When such information was not provided to **Grantee** under the requirements of Paragraph 27(B), the **Notice** shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At **Grantee's** sole discretion, **Grantee** may permit commencement of the activity less than thirty (30) days after receiving **Grantor's Notice**. See also Paragraph 26, with respect to **Grantor's** written notice to **Grantee** concerning a transfer of any interest in all or a portion of the Protected Property.

(D) Notice. As required by Treasury Regulations 1.170-14(g)(5)(ii). Notwithstanding any other provision of this Easement, Grantor must notify **Grantee**, in writing, before exercising any reserved right which may have an adverse impact on the Conservation Values of this Easement.

(E) Breach. Failure to secure such **Approval** or give such **Notice** as may be required by this Paragraph 27 shall be a material breach of this Easement notwithstanding any other provision of this Easement and shall entitle **Grantee** to such rights or remedies as may be available under Paragraph 7.

28. Communication. All **Requests for Approvals** shall be in writing and shall be deemed sufficiently given or rendered only when acknowledged in writing by **Grantee**. All **Notices** and other communications to **Grantee** may be communicated by United States Postal Service first class mail, hand courier, electronic mail or facsimile, and shall be deemed sufficiently given or rendered and effective only when acknowledged in writing by **Grantee**. All such correspondence and communications shall be addressed as follows:

If to **Grantor**: Katie Daise
15 Campfire Drive
St Helena, SC 29920

If to **Grantor's** Attorney: Caitlin Reid
811 Craven Street
Beaufort SC 29902

If to **Grantee**: Beaufort County Open Land Trust
P. O. Box 75
Beaufort, SC 29901
Attn: Executive Director
info@openlandtrust.com
(843) 521-2175 (office)
(843) 521-1946 (fax)

With a Copy to:

Beaufort County Administrator
100 Ribaut Road
Post Office Box 1228
Beaufort, SC 29901-1228

Beaufort County Attorney
Attn: County Attorney
100 Ribaut Road
Post Office Box 1228
Beaufort, SC 29901-1228

or to such other person or place as a party may designate by correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Paragraph and is returned to the sender as undeliverable, then such correspondence shall be deemed to have been delivered or received on the third day following the deposit of such correspondence in the United States Mail or the delivery of such correspondence to the overnight delivery service. **Grantor** has the responsibility of promptly notifying **Grantee** of **Grantor's** current address and other contact information. **Grantor** shall promptly notify **Grantee** of (i) any changes of **Grantor's** address or

other changes in **Grantor's** contact information, and (ii) the name, address, and contact information of any transferee of the Protected Property if **Grantor** conveys the Protected Property. Any communications or Correspondence by **Grantee** to or with **Grantor** sent to the last address provided by **Grantor** shall be deemed sufficient to provide notice to **Grantor**.

29. Recordation. **Grantor** or **Grantee** shall record this instrument in timely fashion in the Register of Deeds Office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

30. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Register of Deeds Office for Beaufort County, South Carolina, after all required signatures have been affixed hereto.

31. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

32. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of this Easement to uphold the Purpose as stated in Paragraph 1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid should be favored over any interpretation that would render it invalid.

33. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

34. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Paragraph, Subparagraph, or clause herein may require as if such terms had been fully and properly written in such number or gender.

35. No Goods or Services. **Grantor** and **Grantee** acknowledge that no goods or services or other consideration, have been provided by **Grantee** to **Grantor** as consideration for this Easement, excepting Three hundred and forty eight thousand, seven hundred and fifty dollars and no cents (\$348,750) through Beaufort County Rural and Critical Land Preservation program funds and **Grantee** will provide **Grantor** with a **separate letter** so stating, pursuant to the requirements of §170(f)(8) of the Code.

TO HAVE AND TO HOLD the Easement interests herein described unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that the **Grantor** is seized of the Protected Property in fee simple and has the right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to this original copy of this Easement under seal on the day and year first above written.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

EXHIBIT A

Legal Description and Derivation of Protected Property

A conservation easement is over and across:

All of that piece, parcel of lot of land located on St. Helena Island, Beaufort County, South Carolina, containing 15.0 acres, more or less, as shown and described on that certain Plat prepared for the Beaufort County Open Land Trust by Gasque and Associates Inc, dated September 12 2022, and as recorded in the Office of Deeds, Beaufort County Deed Book ____ at Page ____ and attached hereto.

DMP References:

TMS#: R300 017 000 180A 0000, R300 017 000 180F 0000

Lowcountry Workforce Board Appointment

October 24 2022

The following Beaufort seat is vacant on the Lowcountry Workforce Board:

One (1) Labor Representative

The following nominations have been received:

Labor Representative

Col. Quandara Grant, Director Beaufort County Detention Center

As Chief Elected Official for Beaufort County, I hereby appoint the individual listed above to serve as Beaufort County representatives on the Lowcountry Workforce Board.

Joe Passiment
Chairman
Beaufort County Council

Date

September 15, 2022

Joe Passiment
Chairman Beaufort County Council

Re: Beaufort County LWB Appointment Quandara Grant

Dear Mr. Passiment:

Please review the appointment form for Col Quandara Grant, Director of the Beaufort County Detention Center. Lowcountry Workforce Board (LWB) is asking for Ms. Grant to be approved to fill the vacant Beaufort County Labor seat on the Lowcountry Council of Governments Workforce Board.

Please consider appointing this nominee by signing and returning the original, appointment form to me. This can be done either by scanning, emailing the original or hard copy via mail. A timely turnaround of this appointment is greatly appreciated.

If you have any questions or concerns, please don't hesitate to call. Thank you so much for all of your help.

Sincerely,

Michael V. Butler
Workforce Development Director
Lowcountry Workforce Area

RESOLUTION 2022/51

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH JASPER COUNTY, TOWN OF HILTON HEAD ISLAND, TOWN OF BLUFFTON, TOWN OF PORT ROYAL, CITY OF BEAUFORT, CITY OF HARDEEVILLE, AND THE TOWN OF YEMASSEE TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND

WHEREAS, Beaufort County (the “County”), Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and

WHEREAS, SoLoCo desires to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of the City of Beaufort, Town of Port Royal and Town of Yemassee (collectively referred to as the “Parties”) to also participate in a Regional Housing Trust Fund (“RHTF”); and

WHEREAS, the Parties recognize that affordable housing is a serious public health and safety concern in the low country, which places stress on individual families and communities at large from a lack of diversity in neighborhoods, a separation of the workforce from workplaces, imbalances in educational opportunities and community amenities, adverse impacts on child development, and a higher incidence of violent crime that affect low-income neighborhoods; and

WHEREAS, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent; and

WHEREAS, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo thereafter; and

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of RHTFs among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the Parties to jointly create, fund, and operate a RHTF and an oversight board to improve affordable housing; and

WHEREAS, an Intergovernmental Agreement Regarding Affordable Housing has been drafted for the purposes set forth above and is attached to this Resolution as “Exhibit A” and incorporated herein by reference; and

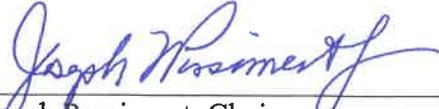
WHEREAS, the County wishes to contribute \$1,119,523 which is an amount equal to three (3%) percent of the American Rescue Fund Act funds; and

WHEREAS, funding contributions in succeeding years will be in proportion to the population of the participating jurisdictions as outlined within the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Beaufort County Council that the County Administrator is authorized to enter into an intergovernmental agreement, substantially similar to Exhibit A attached hereto and incorporated herein by reference, with Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Hardeeville, City of Beaufort, and Town of Yemassee to contribute funding for the Regional Housing Trust Fund.

DONE this 26th day of September 2022

BEAUFORT COUNTY, SOUTH CAROLINA



Joseph Passiment, Chairman

ATTEST:



Sarah Brock, Clerk of Council

EXHIBIT A

STATE OF SOUTH CAROLINA)	
)	INTERGOVERNMENTAL AGREEMENT
COUNTY OF JASPER)	REGARDING AFFORDABLE HOUSING
COUNTY OF BEAUFORT)	

THIS INTERGOVERNMENTAL AGREEMENT is entered into with an effective date of _____, 2022 by and among Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, the City of Hardeeville and the Town of Yemassee (collectively referred to as "the Parties").

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville, known collectively as the Southern Lowcountry Regional Board ("SoLoCo"), desired to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of City of Beaufort, Town of Port Royal and Town of Yemassee to also participate in the initiative; and

WHEREAS, the Parties recognize that decent, affordable housing is important in that it fulfills a basic human need for shelter, contributes to the well-being of families, provides stability which may lessen the catalysts of physical illness and mental illness and stress, and is a critical component of the economic vitality of the region to attract and retain employees in the local workforce; and

WHEREAS, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent; and

WHEREAS, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo; and

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund ("RHTF") in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the parties to jointly create, fund, and operate a regional housing trust fund and an Oversight board to improve affordable housing;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants set forth below, the Parties hereto hereby agree as follows:

Section 1 Definitions.

For purposes of this Agreement:

- a. "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed one hundred percent (100%) of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD). Projects serving households with income at or below 60% of the Annual Median Income will receive priority consideration.
- b. "Regional housing trust fund" (RHTF) means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.
- c. "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

Section 2 Priorities.

The priorities identified in the Asakura Robinson study of August 2021 are hereby adopted as follows:

- a. Providing accessible, affordable housing to the region to support the workforce in the service economy, as well as others with high housing cost burdens.
- b. Overcoming barriers to affordable development, such as financial gaps and land availability.
- c. Ensuring a regional approach for affordable housing that addresses the needs of each jurisdiction, while meeting important strategic goals for housing location.
- d. Understanding the tools and resources available to Housing Trust Funds through various state and federal laws and regulations.
- e. Identifying a stable and reliable dedicated revenue source.

Section 3 Funding.

- a. SC Code Section 31-22-30, as amended, provides that "a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government".
- b. The Parties agree the RHTF established by this Agreement shall be funded for a period of ten (10) years with annual contributions by the Parties apportioned based on annual census population numbers. See Attachment A for Year 1 apportionment. Apportionment for Years 2-9 shall be

updated annually after the population census numbers are released and documented via written amendment to this Agreement to be signed by all the Parties.

- c. Funding shall be committed via the Parties' budgeting authority. Sources of these funds include, but are not limited to, one or more of the following:
 - i. donations;
 - ii. bond proceeds; and
 - iii. grants and loans from a state, federal, or private source.
 - iv. any other public funds which may be lawfully used to support Affordable Housing.
- d. Alternate sources of funding for the RHTF
The Parties may alter a source of funding for the regional housing trust fund by amending the ordinance(s) that establish financing for the regional housing trust fund, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the regional housing trust fund in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State. Each Party will make an initial contribution to the RHTF based on the Chart outlined in Attachment A.
- e. The Parties shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.
- f. The Parties may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in the state enabling legislation. Regarding the distribution of funds from a regional housing trust fund, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below one hundred percent of the median income with priority consideration being given to projects serving those individuals or families with incomes at or below sixty (60) percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.
- g. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. The Parties shall seek additional resources for housing programs and projects to the maximum extent practicable. The Parties shall administer the RHTF through a new or existing nonprofit organization to encourage private charitable donation to the funds. Where a regional housing trust fund receives such a donation, the donation must be used and accounted for in accordance with the purpose as established by the RHTF Oversight Board and in accordance with State statutes.
- h. A regional housing trust fund established, utilized, or funded under this Agreement and enabling ordinances must provide an annual report to the Parties that created the fund and attested to this agreement. Minimum requirements for such said report is outlined in Attachment B. The

regional housing trust fund director must offer to present to each Parties' Council the annual report details and make the report available to the public by posting it on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation

- i. The Parties agree that projects funded by the RHTF will be judged on their merits and that funding and location of those projects will vary from year to year; and

Section 4 Operations.

- a. Each Party shall appoint one (1) representative to serve a two-year term on the Regional Housing Trust Oversight Board ("the Board") for so long as they remain a financial contributing party. The director of the regional housing trust fund will serve as Ex Officio member of the Board. The ninth appointee would be an at large representative agreed upon by the Parties making the membership a total of nine representatives. Board Members shall represent a diverse field of experts familiar with affordable housing, real estate, and local government housing priorities. No elected officials may serve on the Oversight Board.
- b. Meetings will be held six times per year.
- c. Board responsibilities include:
 - i. Providing feedback on community needs, serving as an advocate for affordable housing and the RHTF, connecting the Administrative Operating Contractor with community resources, and acting as a direct liaison between the RHTF and the local government entity.
 - ii. Drafting and adopting bylaws for the operation of the Board within six (6) months of the creation of the RHTF; By-laws shall address how a member Party may terminate their participation and funding, including how that termination will or could impact RHTF projects in their jurisdiction, and the methodology for complete dissolution of the RHTF if a voting majority of the Parties agree; By-laws shall address how a quorum is established, a meeting and reporting schedule, and any other requirements as defined by State statute
 - iii. Make decisions on how the RHTF will operate to include whether to establish a 501(c)3, hire employees, contract with a Certified Development Financial Institution (CDFI), or other method agreed upon by a majority of the Board, manage the operations of the RHTF to include hiring, firing, potential contracts, and other items that require approval as outlined in adopted bylaws.
 - iv. Allocating other permissible funds to projects including, but not limited to, impact fee waivers, water and sewer impact fees,
 - v. Develop an annual budget with projected revenues and expenditures.
 - vi. Define types of projects eligible for funding.

Section 5 Term and Termination.

The term of this Agreement shall be ten (10) years from the date of full execution by the Parties which shall be understood to be the date first set forth above. This Agreement may be renewed for another ten (10) year term as agreed to in writing by the Parties. Termination of the Agreement in whole may only occur via dissolution of the RHTF.

Section 6 Fiscal Agent.

Beaufort County will contract with Community Works to serve as the fiscal agent and will manage the financial relationship with the Parties, Community Works and the Board. Beaufort County will provide financial reports on a quarterly basis to the Parties.

Section 7 Notices.

All notices required or permitted under this Agreement shall be in writing. All notices and payments shall be sent to the official main address of the member parties or to such other address as may from time to time be designated by written notice or via email with confirmation of email delivery receipt. Notices shall be deemed delivered when five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party or upon confirmation of email delivery receipt.

Section 8 Governing Law and Severability Clause.

This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought and fully litigated in a court of competent jurisdiction located in Beaufort County, South Carolina. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The stricken provision of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

Section 9 Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.

Section 10 Miscellaneous.

This IGA expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. The captions and headings used in this IGA are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this IGA. As used in this IGA, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This IGA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

Section 11 Authorization and Execution.

This AGREEMENT is signed by the authorized representatives of the Parties set forth below, and is effective as of the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY: _____ date: _____

JASPER COUNTY: _____ date: _____

THE TOWN OF HILTON HEAD ISLAND: _____ date: _____

THE CITY OF BEAUFORT: _____ date: _____

THE TOWN OF BLUFFTON: _____ date: _____

THE TOWN OF PORT ROYAL: _____ date: _____

THE CITY OF HARDEEVILLE: _____ date: _____

THE TOWN OF YEMASSEE: _____ date: _____

Attachment A

Year Sum	Beaufort County	Hilton Head Island	Bluffton	Port Royal	City of Beaufort	Jasper County	Hardeeville	Yemassee	
Y1*	\$2,035,058	\$1,119,523	\$156,815	\$59,474	\$197,669	\$200,671	\$175,240	\$108,699	\$16,967

***Year 1 = 3% of American Rescue Plan funds**

Y2	\$515,000	\$228,605	\$86,559	\$63,702	\$32,683	\$31,274	\$57,117	\$12,579	\$2,482
Y3	\$530,750	\$235,596	\$89,206	\$65,650	\$33,682	\$32,230	\$58,864	\$12,964	\$2,558
Y4	\$546,672	\$242,664	\$91,882	\$67,619	\$34,693	\$33,197	\$60,629	\$13,353	\$2,635
Y5	\$563,072	\$249,944	\$94,639	\$69,648	\$35,734	\$34,193	\$62,448	\$13,753	\$2,714
Y6	\$579,965	\$257,442	\$97,478	\$71,737	\$36,806	\$35,219	\$64,322	\$14,166	\$2,795
Y7	\$597,363	\$265,165	\$100,402	\$73,889	\$37,910	\$36,275	\$66,251	\$14,591	\$2,879
Y8	\$615,284	\$273,120	\$103,414	\$76,106	\$39,047	\$37,364	\$68,239	\$15,028	\$2,966
Y9	\$633,743	\$281,314	\$106,517	\$78,389	\$40,218	\$38,485	\$70,286	\$15,479	\$3,055
Y10	\$652,755	\$289,753	\$109,712	\$80,741	\$41,425	\$39,639	\$72,395	\$15,944	\$3,146
Sum	\$7,269,662	\$3,443,127	\$1,036,623	\$706,955	\$529,866	\$518,548	\$755,791	\$236,555	\$42,197

Attachment B

Reporting Requirements

The annual report will be provided to RHTF Oversight Board by the Operating Administrator and/or staff responsible for managing and administering the Fund as outlined in a separate operating agreement between the two parties. The annual report must include, at a minimum, the following metrics:

- 1) **Impact Data:** the project names and location funded in each participating jurisdiction, the amount of funding provided per project, the number and type of dwelling units built/or preserved in each funded project along with an affordability percentage breakdown, and demographic data where available.
- 2) **Financial Data:** the accounting of revenues and expenditures of the fund, additional funding raised to support the RHTF including additional project capital and operating investments, project leveraging amounts and other in kind or financial support provided to support the purpose of the fund.
- 3) Where feasible and available, success stories and project highlights, including pictures and testimonials.