ADD-ONS

County Council Meeting

Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls Complex 100 Ribaut Road, Beaufort

Monday, February 10, 2025
6:00 PM

AGENDA

COUNCIL MEMBERS:

ALICE HOWARD, CHAIR
ANNA MARIA TABERNIK, VICE CHAIR
DAVID P. BARTHOLOMEW
PAULA BROWN
LOGAN CUNNINGHAM
GERALD DAWSON
YORK GLOVER
MARK LAWSON
LAWRENCE MCELYNN
JOSEPH PASSIMENT
THOMAS REITZ

1. CALL TO ORDER: Alice Howard, Chair
2. PLEDGE OF ALLEGIANCE AND INVOCATION: Thomas Reitz, Council Member
3. STATEMENT OF COMPLIANCE WITH FOIA: Alice Howard, Chair
4. APPROVAL OF AGENDA
5. APPROVAL OF MINUTES - *November 18, 2024 Special Called meeting of County Council, and January 2, 2025 Oath of Office*
6. ADMINISTRATOR'S REPORT: Michael Moore, Administrator
7. PROCLAMATION RECOGNIZING MARCH AS LAFAYETTE MONTH
8. PUBLIC HEARING AND PRESENTATION OF THE 2025 COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) - *Michelle Knight, Lowcountry Council of Governments*
9. **CITIZEN COMMENTS PERIOD – 30 MINUTES TOTAL**
10. LIASION AND COMMITTEE REPORTS
    - Community Services Committee
    - Natural Resources Committee
    - Finance, Administration, and Economic Development Committee
    - Public Facilities Committee
11. APPROVAL OF CONSENT AGENDA

12. DISCUSSION OF THE RESULTS OF THE APPRAISAL DATED FEBRUARY 4, 2025 OF THE MITCHELVILLE PROPERTY AS AUTHORIZED BY COUNTY COUNCIL ON DECEMBER 9, 2024, RELATED TO THE PURCHASE OF THE MITCHELVILLE PROPERTY BY THE TOWN OF HILTON HEAD ISLAND

13. ORDINANCES FOR THIRD READING:

a. **2025/06** AN ORDINANCE PLACING LAND PURCHASED BY PROJECT MICRO INTO AN EXISTING MULTI-COUNTY INDUSTRIAL PARK **(PUBLIC HEARING)**
Vote at First Reading on January 13, 2025 - 10:0
Vote at Second Reading on January 27, 2025 - 9:0

b. **2025/07** AN ORDINANCE FOR BEAUFORT COUNTY TO ENTER INTO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH PROJECT MICRO **(PUBLIC HEARING)**
Vote at First Reading on January 13, 2025 - 10:0
Vote at Second Reading on January 27, 2025 - 9:0

14. ORDINANCES FOR 2nd READING:

a. **2025/08** AN ORDINANCE AMENDING ORDINANCE 2024/36, CONVEYING PROPERTY TO BEAUFORT MEMORIAL HOSPITAL FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AND MEDICAL OFFICES IN BLUFFTON, SC. LOCATED AT 333 & 335 BUCKWALTER PARKWAY
Vote at First Reading on January 27, 2025 - 10:0
(Public Hearing at Third Reading on February 24th to comply with 15-day requirement)

b. **2025/09** AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE DEVELOPMENT RIGHTS PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R300 028 000 128B 000, 128C, 128D AND ALSO KNOWN AS SEASIDE ROAD PDR
Vote at First Reading on January 27, 2025 - 10:0
(Public Hearing at Third Reading on February 24th to comply with 15-day requirement)

c. **2025/10** AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R600-029-000-0054-0000 AND ALSO KNOWN AS DAVIS ROAD FEE
Vote at First Reading on January 27, 2025 - 10:0
(Public Hearing at Third Reading on February 24th to comply with 15-day requirement)

15. ORDINANCES FOR 1st READING:

a. **2025/11** AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF S-859 LOCATED AT SC 462 AND SC 170, WHICH IS TO BE ABANDONED BY SCDOT

b. **2025/12** AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE TRANSFER OF RIGHT OF WAY BACK TO PROPERTY OWNERS R110 008 000 0653 0000 OR TRACT 13, PARCEL R110 008 000 0654 0000 OR TRACT 12, PARCEL R100 008 000 0656 0000 OR TRACT 10, AND PARCEL R110 008 000 0658 0000 OR TRACT 8 AS SHOWN ON EXHIBIT "A" PAGES 1-4 ASSOCIATED WITH RIBAUT ROAD SIDEWALK PROJECT IN PORT ROYAL

16. RESOLUTIONS:

a. **2025/04** A RESOLUTION FOR THE ALLJOY BOAT LANDING IMPROVEMENTS

b. **2025/05** A RESOLUTION TO ADOPT THE LOWCOUNTRY COUNCIL OF GOVERNMENTS (LCOG) SAFETY ACTION PLAN AND TARGET ZERO POLICY

17. ADJOURNMENT

CONSENT AGENDA

Items Originating from the Finance, Administration, and Economic Development Committee

1. APPROVAL OF HAWKERS AND PEDDLERS LICENSE FEES FOR 2025

Items Originating from the Public Facilities and Safety Committee

2. TRAFFIC CALMING IMPROVEMENTS IN SHELL POINT NEIGHBORHOOD

3. AUTHORIZE THE ADMINISTRATOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN BEAUFORT COUNTY AND THE PALMETTO CLEAN FUELS COALITION

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

Special Called Meeting of County Council Meeting
Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls Complex 100 Ribaut Road, Beaufort

Monday, November 18, 2024
5:00 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/320494

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:00PM

PRESENT
Chairman Joseph F. Passiment
Vice-Chairman Lawrence McElynn
Council Member David P. Bartholomew
Council Member Paula Brown
Council Member Logan Cunningham
Council Member Gerald Dawson
Council Member York Glover
Council Member Alice Howard
Council Member Mark Lawson
Council Member Anna Maria Tabernik
Council Member Thomas Reitz

2. PLEDGE OF ALLEGIANCE

Chairman Passiment led the Pledge of Allegiance

3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Chairman Passiment stated public notice of this meeting had been published, posted, and distributed in compliance with the SC Freedom of Information Act.

4. APPROVAL OF AGENDA

Motion: It was moved by Council Member Dawson, Seconded by Council Member Tabernik to approve the agenda.

The Vote – Motion was approved without objection.

5. CITIZEN COMMENTS PERIOD

There were no citizen comments.

6. SECOND READING OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE A-TAX FUNDS AS RECOMMENDED BY THE STATE A-TAX COMMITTEE IN COMPLIANCE WITH THE REQUIREMENTS OF SOUTH CAROLINA CODE OF LAWS

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Bartholomew to approve second reading of an ordinance appropriating funds from the state a-tax funds as recommended by the state a-tax committee in compliance with the requirements of South Carolina Code ff Laws.

The Vote – Motion was approved without objection.

7. EXECUTIVE SESSION

Motion: It was move by Council Member Brown, Seconded by Council Member Tabernik to go into executive session for the following reasons:

Pursuant to S.C. Code Section 30-4-70(a)(2) receipt of legal advice where the legal advice relates to pending litigation (Redfish Holdings Llc V Beaufort County)

Pursuant to S. C. Code Section 30-4-70(a)(1): to engage in discussions incident to employment, appointment, compensation, promotion, demotion, discipline, or release of an employee or a person regulated by a public body (county attorney)

Pursuant To S.C. Code Sec. 30-4-70(a)(2): receipt of legal advice where the advice relates to pending claims or other matters covered by the attorney-client privilege (Okatie River Park/Pepper Hall, LLC)

The Vote – Motion was approved without objection.

8. MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Council Member Lawson, Seconded by Council Member Bartholomew to authorize the Deputy County Attorney and our outside counsel in the case of Redfish Holdings versus Beaufort to negotiate a settlement in the amount and for the terms as discussed in executive session and if successful, the county administrator to execute a settlement agreement in the amount in terms as discussed in executive session.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, and Council Member Tabernik. Motion passed.

Motion: It was move by Vice-Chairman McElynn, Seconded by Council Member Cunningham that county council accept the county administrator's recommendation to waive attorney-client privilege only for the final report generated by outside counsel to promote transparency regarding the circumstances surrounding the purchase of 20 Barrel Landing Road South.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, and Council Member Tabernik. The motion passed.

Motion: It was move by Vice-Chairman McElynn, Seconded by Council Member Howard to authorize the county attorney to execute a negotiated settlement as discussed in executive session for Okatie River Park/ Pepper Hall.

The Vote - Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, and Council Member Tabernik. **Voting Nay:** Council Member Cunningham. The motion passed 10:1.

9. ADJOURNMENT

The meeting adjourned at 6:19PM.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

_____
Sarah W. Brock, Clerk to Council
Ratified:

Oath of Office Ceremony

Beaufort County, SC

Council Chambers, Administration Building Beaufort County Government Robert Smalls Complex 100 Ribaut Road, Beaufort

Thursday, January 02, 2025
10:00 AM

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/324874

1. CALL TO ORDER

Administrator Michael Moore called the meeting to order at 10:00 AM.

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Reverend James Moore led the Pledge of Allegiance and gave the Invocation.

3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT

Administrator Moore stated public notice of this meeting had been published, posted and distributed in compliance with SC FOIA.

4. APPROVAL OF AGENDA

Motion: made by Council Member Tabernik, Seconded by Council Member Brown.

5. OATH OF OFFICE

The Honorable Heather Galvin, Beaufort County Probate Judge, administered the oath of office to Council members-elect Gerald Dawson, York Glover, and Logan Cunningham.

6. ELECTION OF THE CHAIRMAN

Motion: It was moved by Council Member Reitz moved to open the floor for citizen comment. There was no second. The motion failed.

7. ELECTION OF CHAIRMAN

Nominations:

It was moved by David Bartholomew to nominate Alice Howard for the position of Chair of County Council.

It was moved by Larry McElynn to nominate Joseph Passiment for the position of Chair of County Council.

Motion: It was moved by Gerald Dawson, seconded by Council Member Tabernik, that the nominations come to a close.

The Vote - Motion was approved without objection.

Nomination of Alice Howard:

The Vote - Voting Yea: Council Member Bartholomew, Council Member Brown, Council Member Cunningham, Council Member Howard, Council Member Tabernik, and Council Member Reitz. **Voting Nay:** Chairman Passiment, Vice-Chairman McElynn, Council Member Dawson, Council Member Glover, and Council Member Lawson. The motion passed 6:5.

8. PASSING OF THE GAVEL TO THE CHAIRMAN

The County Administrator passed the gavel to the Chairman.

9. ELECTION OF THE VICE-CHAIRMAN

Chair Howard accepted nominations for the position of Vice-Chair of County Council.

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Brown, to nominate Anna Maria Tabernik for the position of Vice-Chair.

There were no other nominations.

Anna Maria Tabernik was elected Vice-Chair of County Council.

10. ADJOURNMENT

The meeting adjourned at 10:17 AM.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

_____
Sarah W. Brock, Clerk to Council
Ratified:

2025 Community Development Block Grant (CDBG)

Program Year: April 1, 2025—March 31, 2026

Community and Economic Development

FAIR HOUSING IS THE LAW

Also, as a part of the requirements of the program, the locality is expected to undertake activities that promote Fair Housing. Title VIII of the Civil Rights of 1968 stipulates that we all have the right to be treated fairly regardless of our race, color, religion, sex, disability, familial status, or national origin.



- **In the sale and rental of housing**
- **In residential real estate transactions**
- **In the provision of brokerage services**

If you believe that you have been a victim of discriminatory housing practices, you have avenues by which the matter can be investigated.

EQUAL HOUSING OPPORTUNITY

Beaufort County and Lowcountry Council of Governments are committed to Fair Housing.

For more information contact

LCOG at (843) 473-3990.

The SC CDBG Program is designed to provide assistance to units of local government in improving economic opportunities and meeting community revitalization needs, particularly for persons of low and moderate income (LMI).

LMI QUALIFIED

Beaufort County

Beaufort County		1 Person	2 Person	3 Person	4 Person	5 Person	6 Person	7 Person	8 Person
Beaufort County, SC HUD Metro FMR Area	30% Limits	$21,200	$24,200	$27,250	$30,250	$32,700	$35,100	$37,550	$39,950
	50% Limits	$35,350	$40,400	$45,450	$50,450	$54,500	$58,550	$62,600	$66,600
	80% Limits	$56,500	$64,600	$72,650	$80,700	$87,200	$93,650	$100,100	$106,550

2024 Income Limits effective May 1, 2024 (cdbgsc.com)

The CDBG program has been funded through the State since 1982 by the US Department of Housing and Urban Development (HUD) under Title I of the Housing Community Development Act of 1974 as amended (Title I).

The Annual allocation from HUD for the program is administered by the

- **SC Department of Commerce – Division of Grant Administration.**

SC has been allotted approximately $19,809,810 in CDBG funds for 2025.

SC STATE CONSOLIDATED PLAN FOR HOUSING AND COMMUNITY DEVELOPMENT

Draft 2025 Action Plan

Written comments on the plan can be submitted from December 30,2024- January 28,2025, 5PM.

Email: ehuff@sccommerce.com
Mail: Lisa Huff
SC Department of Commerce
Grants Administration
1201 Main Street, Suite 1600
Columbia, SC 29201

GRANT PROGRAM CATEGORIES

There are three broad grant program categories:

- Community Development
- Business Development
- Regional Planning

The Community Development Program is further broken down into several subcategories to address infrastructure, community facilities, and neighborhood priorities as follows:

Community Development Program

COMMUNITY INFRASTRUCTURE $9,000,000 est.	
APPLICATION REQUEST	March 21, 2025
APPLICATION DEADLINE	April 21, 2025
WATER	
SEWER	
DRAINAGE	
ROADS	
MINIMUM FUNDING AMOUNT - $50,000 MAXIMUM FUNDING AMOUNT - $1,000,000	

LOCAL PRIORITIES	$1,000,000 est.
APPLICATION REQUEST	August 15, 2025
APPLICATION DEADLINE	September 15, 2025
ECONOMIC DEVELOPMENT	
PUBLIC HEALTH & SAFETY, QUALITY OF LIFE, AND SUSTAINABILITY	
RESILIENCY AND NARROW THE DIGITAL DIVIDE	
MINIMUM FUNDING AMOUNT - $50,000 MAXIMUM FUNDING AMOUNT - $300,000	

COMMUNITY ENRICHMENT $7,365,516 est.	
APPLICATION REQUEST	August 15, 2025
APPLICATION DEADLINE	September 15, 2025
BROWNFIELD PROJECTS/DEMOLITION OBSOLETE BUILDINGS	
DOWNTOWN STREETSCAPE IMPROVEMENTS	
PLANNING FOR REGIONAL INFRASTRUCTURE ($50,000 maximum)	
LIBRARIES	
PUBLICLY OWNED FACILITIES	
TRANSPORTATION-ORIENTED PUBLIC FACILITIES	
PUBLIC SAFETY FACILITIES/SERVICES	
DEMOLITION VACANT, DILAPIDATED STRUCTURES TO ADDRESS/SUPPORT CRIME PREVENTION	
FIRE SUBSTATIONS OR FIRE TRUCKS	
HEALTH CLINIC FACILITIES/EQUIPMENT	
PUBLIC FACILITY MODIFICATIONS	
NEW SIDEWALKS IN LMI AREAS	
MINIMUM FUNDING AMOUNT - $50,000 MAXIMUM FUNDING AMOUNT - $750,000	

Community Development Program

READY TO GO $500,000
APPLICATION REQUEST ONGOING APPLICATION DUE 30 DAYS AFTER REQUEST
ACTIVITIES LISTED IN COMMUNITY INFRASTRUCTURE & COMMUNITY ENRICHMENT
MINIMUM FUNDING AMOUNT - $50,000 MAXIMUM FUNDING AMOUNT - $500,000* (*maximum waiver available)

NATIONAL OBJECTIVE
• Benefit low-to-moderate income (“LMI”) Persons
• Aid in the prevention or elimination of slums or blight
• Meet other urgent community needs posing a serious threat to the health or welfare of the community

10% MATCH REQUIREMENT FOR ALL PROJECTS

GRANT PROGRAM CATEGORIES

Business Development Program: $1,000,000

This program provides financial resources for local governments to pursue opportunities that create new jobs, retain existing employment, stimulate private investment, and revitalize or facilitate the competitiveness of the local economy. Funding will be prioritized based on the following order:

1. New or expanding businesses tied to job creation
2. Area economic development activities not associated with job creation
3. New or expanding local businesses that provide essential goods and services in predominately LMI communities

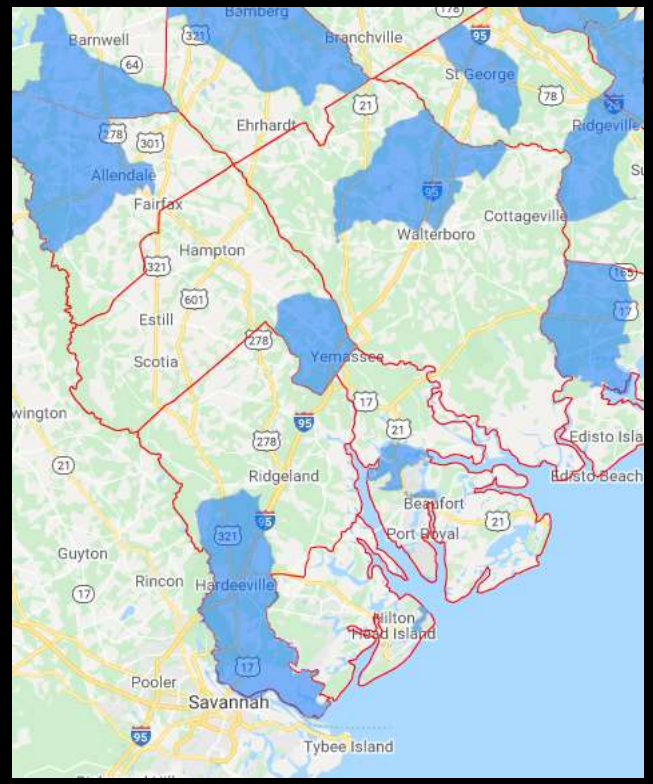
Regional Planning Program: $500,000

This program is designed to provide CDBG funds to Councils of Governments to assist local governments in developing plans and building local community development capacity.

State TA & Admin: $ 694,294

OPPORTUNITY ZONES

Projects located in Opportunity Zones will receive an additional 10 bonus points (scopportunityzone.com)



PERFORMANCE THRESHOLD

A unit of local government can apply for an additional Community Development grant if it has no more than two open CDBG grants (excluding Business Development or Regional Planning grants).

However, the open grants must not have exceeded a 30-month grant period.

PERFORMANCE THRESHOLD



No more than one Neighborhood Revitalization/Village Renaissance or streetscape project.



No more than one Ready to Go project.



No more than one project for the same general target area/neighborhood open at the same time, unless the current project is under construction.

BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

The Beaufort County/Lowcountry Regional HOME Consortium (LRHC) is comprised of the following counties: Beaufort, Colleton, Hampton, and Jasper and all 21 municipalities in the region.

BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM

TOP THREE OBJECTIVES:

1. **Rehabilitation of substandard housing**
2. **Increase accessibility to adequate and affordable housing**
3. **Support the development and availability of safe, decent, and affordable housing**

BEAUFORT COUNTY/ LOWCOUNTRY REGIONAL HOME CONSORTIUM



Beaufort, Hampton, Colleton and Jasper Counties have areas that are in need of affordable housing, rehabilitation of substandard housing, and demolition of vacant/dilapidated houses.



As the housing stock ages, there becomes a greater need for rehabilitation of substandard houses and the number of vacant/dilapidated houses increases while increasing the number of persons at risk for homelessness.



Please give us a list of the priority housing needs for your area to be considered in our upcoming 2025-2026 Annual Action Plan to be submitted to HUD by April 30, 2025.

ADD-ONS

ADD-ONS

Item 9.

1 lady doesn't want to see ROW for Sunset Blvd — 14 people signed to speak all are against

CITIZEN COMMENTS

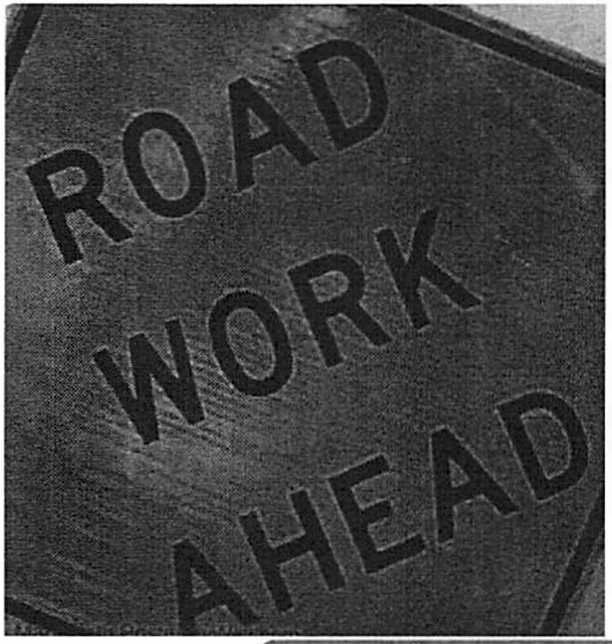
COUNTY COUNCIL
February 10, 2025

	FULL NAME (print only)	Agenda Topic
J (1)	Carrie B. Major	St Helena - Vision 2020 Youth + Community in the City.
J (2)	DAN RIEDEL	SUNSET / MILLER
J (3)	SHAWN DARBY	SUNSET / MILLER
✓ (4)	Thomas FLORIO	Sunset / Miller
✓ (5)	Robert de Treville	Sunset / Miller
(6)	Karen deTreville	Sunset / Miller
✓ (7)	KEVIN CUDDIE	Sunset / Miller
✓ (8)	JAN MALINOWSKI	SUNSET / MILLER
✓ (9)	Veda Yohe	Sunset / Miller
✓ (10)	CAROL CLAYTON RUFF	Sunset / Miller
✓	HARLEY RUFF	Sunset / Miller
✓	Kathy Fagan	Sunset / Miller
✓	SUSAN HOAG	SUNSET / MILLER
✓	Bobbie Reedel	Sunset & Miller
✓	Richi Hayne	SUNSET + Wallace
✓	B Rose Ewing	

ROW on Sunset Blvd

ADD-ONS

158 people demand



openPetition.org/!wvfry

Say NO to redirecting highway traffic via a roundabout down Sunset Blvd & Miller Drive.

Comments on the petition: Say NO to redirecting highway traffic via a roundabout down Sunset Blvd & Miller Drive.

Comment by Not public from Beaufort on 02/04/2025:
This is not a good use of funds. Please do not direct more traffic down our street. This will lead to increased congestion on what is supposed to be a quiet residential area. This will decrease safety with the increased presence of speeding vehicles esp for those of us with small children. You will be turning our peaceful road into another Ribaut road. We want safety on our street and this will not help. Please use your funds for other projects.

Comment by Carole Ann Berry from Beaufort, SC on 02/09/2025:
Residential Safety, Traffic Congestion and Property Values.

Comment by David C. Berry from Beaufort, SC on 02/09/2025:
Safety, congestion, property balues

Comment by Not public from Beaufort on 02/09/2025:
It's one of the few spaces around here with a sidewalk that is able to be used for activities without the fear of getting hit by vehicles. Diverting highway traffic down this way will make that all but impossible.

Comment by Martha M. Ala from Beaufort on 02/08/2025:
No to redirecting highway traffic! Has the County lost their minds? I do not want any highway traffic down our residential streets. It's RESIDENTIAL! There are too many vehicles that speed down both Sunset and Miller. Turning can be hazardous. We have a lot of pedestrian traffic in this area - children walking to bus stops, walkers, joggers, people walking their babies, dog walkers. This plan would be dangerous to all, pedestrians and vehicles alike. Luckily we haven't had any pedestrian accidents and putting this plan in will cause accidents, pedestrian and vehicle. Again, has the County lost their minds? I say NO! Stop all these foolish plans!!!

Comment by John DUBOSE from Beaufort on 02/08/2025:
It it puts unnecessary traffic in a residential neighborhood.

Comment by Chilton Grace simmons from -1453 Beaufort (Lady's Island) on 02/08/2025:
We live on the dirt road at the end of Sunset Boulevard. Adding the traffic circle and diverting numerous cars from the highway into our neighborhood creates a hazard for the Minnie children, dog walkers and joggers up and down Sunset Boulevard. This is a residential community. It should not be a main thoroughfare.

Comment by Not public from Ladys island on 02/08/2025:
I like having no traffic

Comment by Shane Carpenter from Beaufort on 02/08/2025:
I live in the neighborhood where this is supposed to to happen..we have enough thru traffic in our area..with running stop signs and flying through like race cars

Comment by Gina Bolin from Lady's Island on 02/08/2025:
Too much traffic in our residential areas is both inefficient and undesirable The very ones who proceeded with overcrowding and building on every inch of land they could find should have thought these things out before the greed got so out of hand! NO TAX for others greed and problem solving for the tax payers of our communities !

Comment by Not public from Beaufort on 02/08/2025:
I'm a resident of Miller Dr W for over 40 years. Traffic and speeding is already a hazard at times. Drainage is good now (very little standing water during storms) which is likely to change if these "improvements" go forward.

Comment by Carolyn Roos from Beaufort on 02/07/2025:
There's too much traffic as it is. Keep our residential streets residential. Keep the peace and quiet we have on most residential streets without added traffic. Beaufort is getting ruined by all the building
More traffic will drive outore our amimals from their natural habitats.

Comment by Kristina Swan from Beaufort on 02/07/2025:
Because we need to stop wasting money on things we don't need and start using them purposely.

Comment by Mary Clayton Bernard from Okatie on 02/07/2025:
Don't pave through a beautiful neighborhood. There are many other options to consider.

Comment by Judith Klutch from Lady's Island on 02/07/2025:
The increased traffic would have a huge impact on me

Comment by Gary Daigle from Beaufort on 02/07/2025:
Traffic

Comment by Donna Ownby from Lady's Island on 02/07/2025:
I didn't want to live on a main rd and bought my house on Miller Dr w. This solution will not solve the problem it will just create and backed up road with traffic in BC

Comment by Elizabeth Thomas from Beaufort on 02/07/2025:
The plan for this is going to impair the ability of me to get in and out of my driveway. This is going to stop my kids from being able to play in my yard from the safety hazard that is going to be caused due to the amount of traffic that is going to be redirected through a residential street

Comment by Katherine Fagan from Ladys Island on 02/07/2025:
Repairs to the roadway, sidewalks and drainage is needed . The round about is not needed and a waste of funds.

Comment by Not public from Ladys Island on 02/07/2025:
This will cause more wrecks at the intersection of sunset and sea island parkway as more peole try to go across the 4 lane highway to the other side.

Comment by Colby Thomas from Beaufort, SC on 02/07/2025:
I am not in favor of increased traffic being diverted down a residential street to reduce congestion at mainline intersections due to poor choices made by officials regarding development and lack of proper planning.

Comment by Sylvia Atkison from Beaufort, SC. on 02/07/2025:
Affects my quality of life and safety of walking my neighborhood.

Comment by John Clayton from Portsmouth on 02/06/2025:
Great way to ruin a beautiful neighborhood. We would not like to see the highway being directed down residential neighborhoods.

Comment by Barb Clayton from Portsmouth on 02/06/2025:
We visit the area often and would not like to see the highway being directed down residential neighborhoods.

Comment by Carrie Sumler from Beaufort on 02/06/2025:
There are already enough people cutting down roads away from Sunset. This will cause more traffic on side streets where people speed and don't watch for children. My son is not allowed to ride his bike due to this issue. Leave it alone.

Comment by Deni Davis from Beaufort on 02/06/2025:
I run/walk Sunset often. I worry about my safety with increased traffic

Comment by Brenda McLamb from Ladys Island on 02/06/2025:
My husband and I bought this house 28 years ago and raised our sons here. I lost my husband to Covid in 2021 so this house is very important to me. We don't have a very big yard, and I'm sure some of my yard will be taken to build this circle. It will also make it more difficult for my family to safely turn into my driveway.
I think there are a lot more important traffic issues that should be addressed before you make such a huge change to our neighborhood. This does not help us at all, it will only cause us a bigger problem. The people that live on Sunset shouldn't have to be so inconvenienced because all the building on Ladys Island was allowed before they realized the traffic problems it would cause.
Please leave us alone.

Comment by Susan Helm from Beaufort SC on 02/05/2025:
I live on Lady's Island and know this will turn some little side streets into major thoroughfares - that's not the way residential is intended to be.

Comment by Danielle Casey from Beaufort on 02/05/2025:
It's frivolous and a waste of tax payers' money

Comment by Vicki Bell from Beaufort on 02/05/2025:
Rerouting traffic through a residential neighborhood on a narrow road (Sunset & Miller) is a bad idea. County maintained roads are already in rough shape. We need continued and better maintenance of SCDOT roads as well (within Royal Pines Community).

Comment by Bonnie Miller from St. Helena Island on 02/05/2025:
I have friends that live on Sunset and Miller. This is just an awful solution to the problem. Please do not destroy residential neighborhoods.

Comment by Mary Gloria Ewing from Beaufort on 02/05/2025:
This is a terrible idea. Sunset Blvd is not designed to have a lot of traffic. It's a winding road with no space for error. Many accidents will happen in this residential neighborhood if this idea is approved. I guarantee the person who proposed this is NOT familiar w/the road or Ladys Island. They are probably from Bluffton where it is commonplace to mismanage the layout of streets and traffic.

Comment by Rose Ewing from Beaufort on 02/05/2025:
That is the WORST idea I have ever heard. If this gets approved, you will have a lawsuit on your hands. Anyone suggesting this has never visited Ladys Island.

Comment by Addie Hollingsworth Lee from Beaufort, SC on 02/05/2025:
This affects my neighborhood directly. Having an increase of traffic down a residential neighborhood is idiotic. I have grandchildren we have pets and that would put all of us in danger. Additionally, it may very well lower our property values.

Comment by Robson Andrade from Beaufort on 02/04/2025:
I propose to create closed gated community along Sunset Blvd. Let's do the opposite! Make this a non-option.
We've invested a great deal into our dream home, and it is currently dangerous to walk along Sunset due to current traffic.

Comment by John G Torgersen from Beaufort SC on 02/04/2025:
I live on Sunset Blvd

Comment by Marc Reichel from Beaufort on 02/03/2025:
do not want redirect traffic in my one way narrow residential street because: 1)its a residential street (families, pets, young kids) 2)want to retain the value of my property 3)want to maintain or reduce noise pollution 4) want to decrease road speed limit;4=5) want to prohibit further traffic in a narrow route.... why send more volume into a restricted capacity does not make sense.

Comment by Paul Kern Jr from Beaufort on 02/03/2025:
Too many cars driving too fast, plus diverting traffic down sunset and adding a circle just doesn't make sense.

Comment by Milt Rundquist from Beaufort on 02/03/2025:
There is too much traffic cutting through Sunset Blvd from Sam's Pt Rd to get to Hwy 21 and to cross the Woods Bridge. Traffic is often reckless and exceeds the speed limit. Pedestrians are not safe on the sidewalk.

Comment by Douglas W. Sherratt from Beaufort, SC on 02/03/2025:
Too much traffic on Sunset Blvd. Too many speeders

Comment by Rob Wynne from Beaufort on 02/03/2025:
Safety of residents and children.

Comment by Kennyann Wilson from Beaufort on 02/03/2025:
To much traffic being funneled down side street.

Comment by Not public from Beaufort on 02/03/2025:
To much traffic being funneled down side street.

Comment by Kathy Heape from Beaufort on 02/03/2025:
This is a residential area where neighbors walk. They walk with their children and they walk their dogs. There are so many people that speed down this road and it's not safe. These plans will only make it more unsafe.

Comment by Richard Rembert from Beaufort on 02/02/2025:
Don't want extra traffic on Sunset Blvd
Don't know if road can with stand extra weight

Comment by Veda Yohe from Beaufort, SC. on 02/01/2025:
We do not want our neighborhood street to become a major traffic thoroughfare.

Comment by Keith Osteen from Beaufort on 02/01/2025:
Sunset Blvd already has heavy traffic traveling well above the 30 mph speed limit. Speeders know they are very unlikely to be caught. Our sidewalk boarders the road in places with only a few feet from speeding cars. Our mailboxes require us to step into the road. Despite being a county road, it should be treated as a road through a neighborhood which it is.

Comment by Charlie Bohmert from Beaufort SC on 02/01/2025:
Because it's a stupid idea to redirect traffic through a side street neighborhood. The only time traffic has followed the speed limit is last week when there was ice and snow on the ground we already have too many cars on this street, walking on the sidewalk is way to risky and we do not need more traffic here, do what's right and use the main roads or add a bridge from Lady's Island to north of the air station

Comment by Chris Inglese from Lady's island on 02/01/2025:
It will bottleneck traffic at Sunset and Sea Island Parkway. Duh!

Comment by Melissa Osteen from Beaufort on 02/01/2025:
This is a neighborhood, not a through street for speeders.
Less traffic is needed not more traffic.

Comment by Not public from Beaufort, SC on 02/01/2025:
Safety concerns. Damage to the neighborhood environment with heavy traffic.

Comment by Susan Hoag from Beaufort on 02/01/2025:
A roundabout at Sunset and Miller is NOT the solution. Sunset Blvd is a residential street. A roundabout will cause more chaos and create a larger problem at the intersection of Miller Road and Sam's Point Road. Diverting traffic in the proposed manner will create a larger safety issue than what already exists as cars speed through the area every day. This is irresponsible and will NOT solve the problem.

Comment by Daniel P Riedel from Beaufort on 02/01/2025:
We live at the intersection of this proposed traffic circle. Sunset Blvd is a private residential street (one of the prettiest streets in Beaufort). It is not meant for the diversion resulting from the failure of city planners to anticipate the growth of other areas of Lady's Island.

Comment by Dan Riedel from Beaufort on 02/01/2025:
We live at the intersection of this proposed traffic circle. Sunset Blvd is a private residential street (one of the prettiest streets in Beaufort). It is not meant for the diversion resulting from the failure of city planners to anticipate the growth of other areas of Lady's Island.

Comment by Robert E de Treville from Beaufort on 01/31/2025:
This is important because the fundamental problem is too many vehicles are on the Sea Islands, and too many accidents. This shell game of moving too many vehicles through too few roads and bridges, is insane. Plus we have dwindling infrastructure like power, water, sewer, communications, and perhaps natural gas, that are required for smart growth. We need the Northern Bypass Bridge/Tunnel now! The County has been working on the third bridge project since 1975.

Comment by Barbara Riedel from Beaufort on 01/31/2025:
It puts volumes of traffic down a residential street. It is not safe'nn

Comment by Laurie Kensil from Beaufort on 01/31/2025:
Don't ruin Sunset Blvd

Comment by Beth Bohmert from Beaufort, SC on 01/30/2025:
The redirection of traffic to Sunset Blvd is not the solution. Correcting the intersection of Sea Island Pkwy and Sams Pt Rd is the answer to the traffic problem. There is land/room to add additional turning lanes to this intersection. Sunset is will not correct the growing traffic congestion from that intersection. I assume this option is in play because the County does not want to spend the necessary funds to properly correct the intersection by moving utility poles and adding the needed turning lanes. Bastardizing Sunset Blvd & Miller Rd is not solution. The problem IS that intersection and by not correcting it now, the County is simply waylaying a future correction.

Comment by James Williams from Beaufort SC on 01/30/2025:
I do not want "through traffic" routed into my residential neighborhood. That goes for the entire length of Sunset Blvd.

Comment by Jason Meyer from Beaufort on 01/30/2025:
Putting a roundabout at the intersection of Miller and sunset, will not do anything to help alleviate traffic congestion at Sam's point Road. The only thing it will do is cause more traffic on sunset. People already go to fast on sunset using it as a Cutthrough.

Comment by Jessica Rye from Beaufort on 01/30/2025:
This will increase traffic behind my house and cause more people to speed and cut through sunset to get to Sam's point

Comment by Vanessa Rye from Beaufort on 01/30/2025:
The traffic by my house entering onto Sunset is already dangerous, with cars peeling out and hitting mailboxes down Sunset. Increasing traffic down a quiet neighborhood street will increase this danger. Even with a police officer stationed there regularly, people still speed and are reckless. We do not need traffic diverted down this road. Loud music blaring from cars when we are sleeping is bad enough. Roundabouts are not the solution and will make things worse.

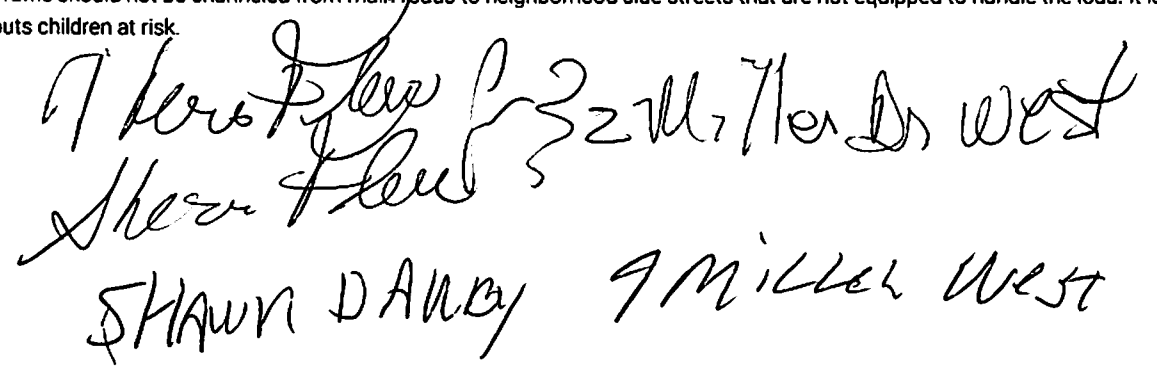
Comment by Doreen Kelley from Beaufort on 01/30/2025:
Traffic is already too much for this road. The road is extremely hazardous for me to get out of my driveway. Adding more traffic and speeding will cause severe accidents. Many of us are elderly and cautious driving on this road now. My mailbox has been hit numerous times, and I've had cars hit my Oak tree and take out several saga palms. I live on a blind curve. Adding more traffic will be dangerous for all .

Comment by Harvey W McCormick from Beaufort on 01/30/2025:
Diminution of property value and avoidance of litigation.

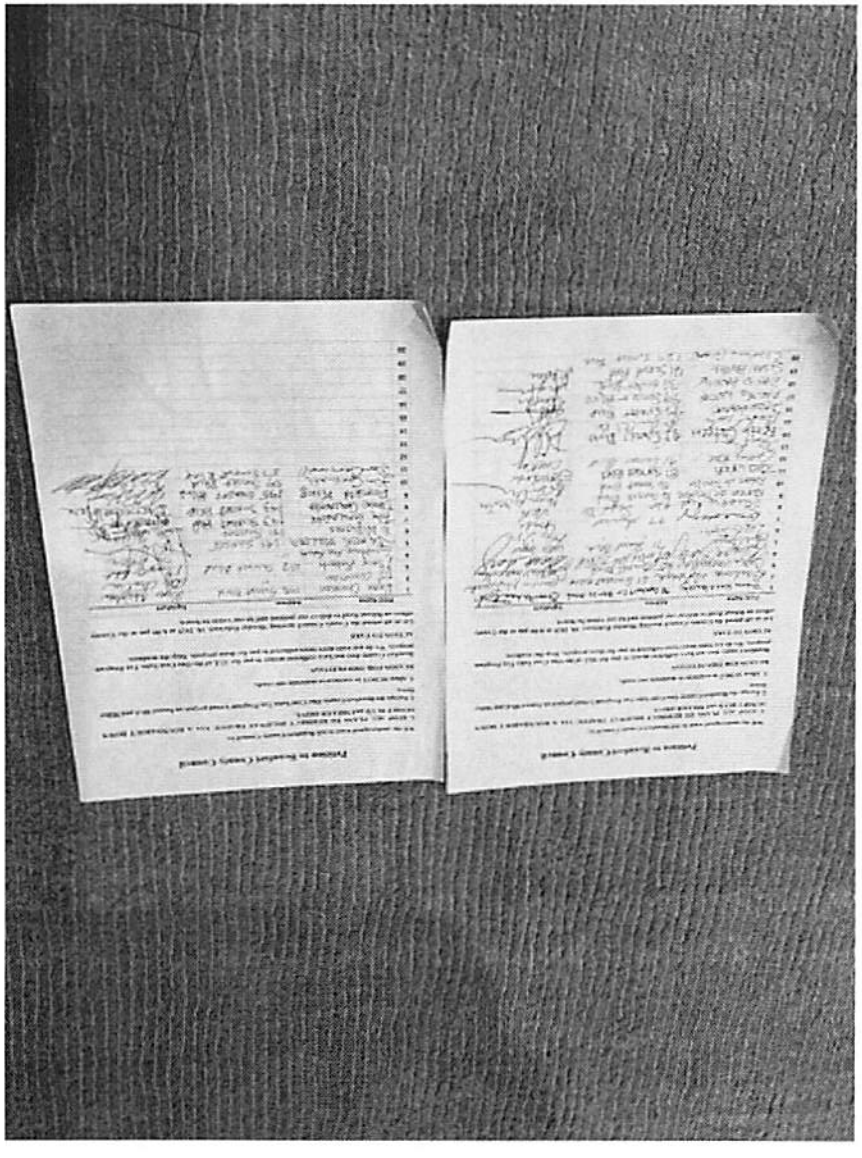
Comment by Harley Ruff from Beaufort on 01/30/2025:
Ours is a RESIDENTIAL neighborhood and not appropriate for lots of through traffic

Comment by Carol Clayton Ruff from Beaufort SC on 01/30/2025:
I don't want a way going through our neighborhood!

Comment by Not public from Beaufort on 02/08/2025:
Traffic should not be channeled from main roads to neighborhood side streets that are not equipped to handle the load. It is unsafe and puts children at risk.



reference: 124390-2



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08 Feb 2025
124390 1

Petition to Beaufort County Council

WE the undersigned want to tell Beaufort County Council to:

1. STOP ALL PLANS TO REDIRECT HIGHWAY TRAFFIC VIA A ROUNDABOUT DOWN SUNSET BLVD and MILLER DRIVE.

2. Forego the Beaufort County One Cent Sales Tax Program's road project on Sunset Blvd and Miller Drive.

3. Allow SCDOT to continue to maintain our roads.

REASON FOR THIS PETITION

Beaufort County does not have sufficient money to pay for ALL of the One Cent Sales Tax Program projects. We do not want more taxes collected to pay for these projects. Stop the madness.

ACTION TO TAKE

Let us all attend the County Council meeting Monday February 10, 2025 at 6:00 pm at the County offices on Ribaut Road to deliver our petition and let our voices be heard.

	Print Name	Address	Signature
1	Diana Wasielewski	78 Capehart Cir BFT SC 29906	[illegible]
2	Barbara McLoach	61 Sunset Blvd	Barbara McLoach
3	Cynthia Woerndler	65 Sunset Blvd	Cynthia Woerndler
4	[illegible]	69 Sunset Blvd	[illegible]
5	[illegible]	71 Sunset Blvd	Leslie Joyner
6	LARRY Joyner	" " "	[illegible]
7	[illegible]	77 Sunset	[illegible]
8	Vanessa Rue	4200 Sage Dr	VKR
9	Karen de Treville	86 Sunset Blvd	Karen de Treville
10	Robert de Treville	86 Sunset Blvd	[illegible]
11	Tara Lynch	87 Sunset Blvd	[illegible]
12	Cathy Rae	91 Sunset Blvd	Cat Rae
13	[illegible]	"	
14	Keith Osteen	93 SUNSET BLVD	[illegible]
15	[illegible]	162 [illegible] Dr.	[illegible]
16	JOHN HAYNIE	95 SUNSET BLVD	[illegible]
17	MARISSA HARDIE	99 Sunset BLVD	[illegible]
18	DAVID HARDIE	99 Sunset Blvd	[illegible]
19	SUSAN Harden	121 Sunset Blvd	[illegible]
20	Charlene Green	127 Sunset Blvd	

Valbridge PROPERTY ADVISORS

Appraisal Report

26.46 acres on Mitchelville Road
Hilton Head Island, Beaufort County, South Carolina 29926

Report Date: February 5, 2025



FOR:

Mr. M. Jeffrey Vinzani
Graybill, Lansche & Vinzani, LLC
225 Seven Farms Dr, Ste 207
Charleston, South Carolina 29492

Valbridge Property Advisors | Charleston

1250 Fairmont Avenue
Mount Pleasant, South Carolina, 29464
843-884-1266 phone
843-881-7532 fax
valbridge.com

Valbridge File Number:
SC02-24-0250-000

Valbridge PROPERTY ADVISORS

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Mount Pleasant, South Carolina, 29464
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valbridge.com

February 5, 2025

Pledger M. Bishop, III, MAI, SRA, AI-GRS, CRE
843-856-2000
jbishop@valbridge.com

Mr. M. Jeffrey Vinzani
Graybill, Lansche & Vinzani, LLC
225 Seven Farms Dr, Ste 207
Charleston, South Carolina 29492

RE: Appraisal Report
26.46 acres on Mitchelville Road
Hilton Head Island, Beaufort County, South Carolina 29926

Dear Mr. Vinzani:

In accordance with your request, an appraisal of the referenced property was prepared. This appraisal report sets forth the pertinent data gathered, the techniques employed, and the reasoning leading to the value opinions. This letter of transmittal does not constitute an appraisal report and the rationale behind the value opinion(s) reported cannot be adequately understood without the accompanying appraisal report.

This property is identified as tax parcel number R510 005 000 0007 0000. This is an undeveloped tract of land fronting on Fish Haul Road and backing up to Port Royal Sound. The views of the Sound are excellent and there is a small beach. There is about 360' frontage on the Sound.

According to property derivation in the recent deed, the gross area is 28.17 acres and 26.46 acres. Both of those are based upon unrecorded surveys. Mitchelville Road is a 66' wide unpaved lane that extends through the property from Fish Haul Road toward Port Royal Sound. It extends to about halfway through the property and turns to the west exiting the property to a paved section of Mitchelville Road. Mitchelville Road is not a public right of way but is County maintained. There was no easement of record. The road appears to encompass about 3.0 acres.

The Beaufort County Assessor excludes the portion of Mitchelville Road on this property from the gross area and indicates the gross area of the property appraised is 23.13 acres. If we deduct 3.0 acres from 26.46 acres noted from an unrecorded survey, the area outside Mitchelville Road is 23.46 acres which is slightly larger than the size indicated by the Assessor.

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This property is 360' wide and existing Mitchelville Road is 66' of that. It is not against a property line so the current location creates an uneconomic remnant between the east property line and existing Mitchelville Road. For this appraisal, since existing Mitchelville Road is unpaved with no infrastructure, the assumption is made that it can be relocated against the east property line eliminating the uneconomic remnant and allow more efficient development. Therefore, we have used a gross area of 26.46 acres in this analysis.

The analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; and the requirements of our client.

The client and intended user in this assignment is M Jeffrey Vinzani with Graybill, Lansche & Vinzani, LLC and no others. The intended use is an aid in establishing market value for financing the land acquisition.. The value opinions reported herein are subject to the definitions, assumptions, limiting conditions, and certifications contained in this report.

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- The gross land area is assumed to be 26.46 acres based upon the derivation in the recent deed If subsequent information is produced suggesting a significant difference, the conclusion herein could be impacted.
- The assumption is made that existing Mitchelville Road can be relocated to accommodate efficient development of the land area. If subsequent information is produced suggesting it cannot be relocated, the conclusion could be impacted.

Hypothetical Conditions:

- None

Based on the analysis contained in the following report, our value conclusions are summarized as follows:

Value Conclusion

Component	As of the Effective Date of Value
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	December 16, 2024
Value Conclusion	**$10,880,000**
	$42,008 per potential unit
	$411,187 per ac

Within the past 36 months, I have prepared USPAP Standard 3 compliant appraisal review reports on appraisals of this property prepared by Lisa D Nimmich, MAI, with Nimmich & Associates LLC dated October 15, 2023, and prepared by Michael C Robinson, MAI, SRA and James L Rogers with Charleston Appraisal Service, Inc. dated July 20, 2024.

Respectfully submitted,
Valbridge Property Advisors | Charleston



Pledger M. "Jody" Bishop III, MAI, SRA, AI-GRS, CRE
Senior Managing Director
South Carolina Certified General CG 795
License Expires 6/30/2026

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Summary of Salient Facts

Summary of Salient Facts

Property Identification

Property Name	Mitchellville Tract
Property Address	26.46 acres on Mitchellville Road Hilton Head Island, Beaufort County, South Carolina 29926
Latitude & Longitude	32.238067, -80.690678
Census Tract	6931.02
Tax Parcel Number	R510 005 000 0007 0000
Property Owner	Town of Hilton Head Island

Site

Zoning	Residential Low to Moderate Density (11.13 acres) - MV District (12.0 acres) (RM-4 & MV District)
FEMA Flood Map No.	45013C0452G & 45013C0456G
Flood Zone	X and AE (el 8)
Gross Land Area	26.460 acres
Usable Land Area	26.460 acres
Property Use	Residential (Single-Family) Land
Potential Number of Units (Max per Zoning)	259

Valuation Opinions

Highest & Best Use - As Vacant	Mixed use residential development
Reasonable Exposure Time	6 to 12 months
Reasonable Marketing Time	6 to 12 months

Value Indications

Approach to Value	As of the Effective Date of Value
Sales Comparison	$10,880,000
Cost	Not Developed
Income Capitalization	Not Developed

Value Conclusion

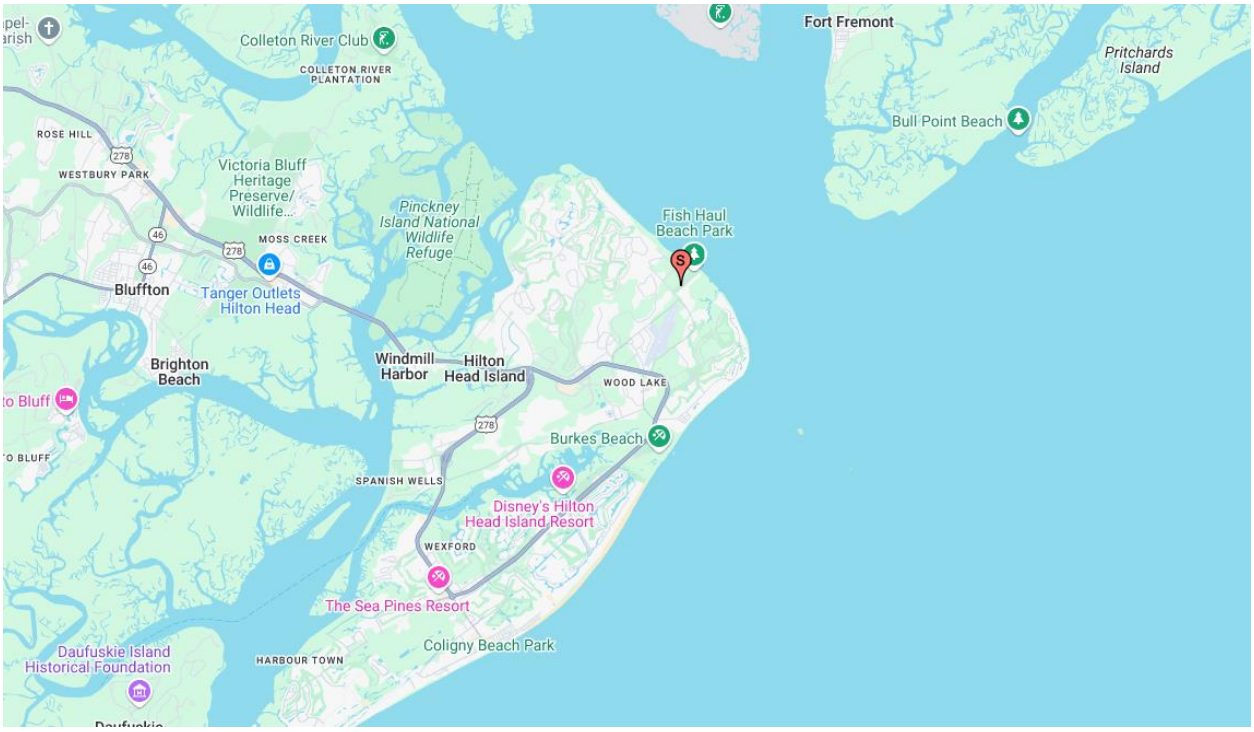
Component	As of the Effective Date of Value
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	December 16, 2024
Value Conclusion	**$10,880,000**
	$42,008 per potential unit
	$411,187 per ac

Aerial and Front View

AERIAL VIEW



Location Map



Introduction

Client and Intended Users of the Appraisal

The client and intended user in this assignment is M Jeffrey Vinzani with Graybill, Lansche & Vinzani, LLC and no others.

Intended Use of the Appraisal

The intended use of this report is for aid in establishing market value for financing the land acquisition.

Real Estate Identification

This property is 26.46 acres on Mitchelville Road, Hilton Head Island, Beaufort County, South Carolina 29926. It is further identified by the tax parcel number R510 005 000 0007 0000.

Legal Description

ALL that certain ALL that certain piece, parcel, or lot of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 28.127 acres, more or less, shown and designated as "B" on that certain unrecorded plat of 165¼ Acres on Hilton Head Island, Formerly Property of March Gardner,

prepared by Arthur O. Christianson, RLS, entitled "Plat of Survey Number Two, No Sale", dated April 6-8, 1921.

ALSO BEING the same property shown and described on that certain plat of survey prepared by Millard Dunham, RLS entitled "Plat Prepared for Heirs of Clara Wigfall" dated January 29, 1988, last revised on January 18, 1990, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 38 at Page 29.

ALSO BEING the same property shown and designated as "Parcel 7", containing 26.462 acres, more or less, on that certain unrecorded plat of survey entitled "Boundary, Wetland Survey of: Parcel 7, Mitchelville Road" prepared by Sea Island Land Survey, LLC, William E. Mixon, Jr., SCRLS 17573, dated February 7, 2005.

Being TMS District 510, Map 005, Parcel 0007, Block 0000.

This being the same property title to which was quieted (a) by that certain Order by the Honorable Marvin H. Dukes, III, Master in Equity and Special Circuit Judge for Beaufort County handed down on 17 July 2009 in that certain action styled *Peter Harrison v. Rose Young, et al.*, Case No. 2008-CP-07-04542 in the Court of Common Pleas, Fourteenth Judicial Circuit, which is recorded in said Register's Office in Record Book 3488 at Page 1724; and (b) by (i) that certain Consent Order of 21 May 2021, (ii) that certain Consent Order Vesting Fee Simple Title of 25 March 2024, and (iii) by that certain Amended Order Vesting Fee Simple Title of 28 August 2024, all by the Honorable Marvin H. Dukes, III, Master in Equity and Special Circuit Judge for Beaufort County in that certain action styled *Georgia Harrison, et al. v. Stephanie Lorraine Kirkland, et al.*, Case No. 2020-CP-07-02301 in the Court of Common Pleas, Fourteenth Judicial Circuit.

Further being the same property to which undivided interests therein were further conveyed to certain **Grantors** by Deed of Distribution recorded in said Register's Office in Record Book 4350 at Page 1928.

This deed was prepared in the Law Office of Chester C. Williams, LLC, PO Box 6028, Hilton Head Island, SC 29938, by Chester C. Williams, Esquire, without benefit of title examination.

Use of Real Estate as of the Effective Date of Value

As of the effective date of value, this was an undeveloped property.

Use of Real Estate as Reflected in this Appraisal

The as is conclusion reflects a property use as an undeveloped residential property.

Ownership of the Property

According to Public record, property ownership is in the name of the Town of Hilton Head Island.

History of the Property

Property ownership has changed within the past three years.

Recent Transaction

Sale Date:	08-24-2024
Grantor/Seller:	Multiple Individuals
Grantee/Buyer:	Town of Hilton Head
Deed Book/Page:	4371 / 3226
Arm's Length:	No
Sales Price:	$11,540,074
Remarks:	This was heirs' property and some of the heirs negotiated to sell the property at the objection of other heirs so there was legal action taken to resolve the issue. The court case was held in Masters Court and Judge Dukes ruled that the property be sold and legal heirs receive their portion of any proceeds. As I understand, there were multiple offers to acquire this property ranging from about $9,100,000 and $10,900,000. The offers were made between October 2021 through April 2023. Beaufort County, on behalf of the Town of Hilton Head commissioned two real estate appraisals from licensed real estate appraisers holding the MAI designation with the Appraisal Institute. The initial appraisal was made in October of 2023 and the second was made in July of 2024. The purpose of the appraisal was to establish market value for the acquisition of the property by the Town of Hilton Head utilizing Beaufort County Greenbelt funding. The appraisal conclusions were more than 10% apart so a third appraisal has been commissioned.

Type and Definition of Value

The appraisal problem is to develop an opinion of the market value of this property. Market value is defined as the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale with the buyer and seller each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- *buyer and seller are typically motivated;*

- *both parties are well informed or well advised, and acting in what they consider their own best interest;*
- *a reasonable time is allowed for exposure in the open market;*
- *payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and*
- *the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale*[1]

Please refer to the Glossary in the Addenda section for additional definitions of terms used in this report.

Valuation Scenarios, Property Rights Appraised, and Effective Dates of Value

Opinions of value for the subject property were developed under the following valuation scenarios:

Valuation Scenario	Effective Date of Value
As Is Market Value of the Fee Simple Interest	December 16, 2024

Date of Report

The date of this report is February 5, 2025.

List of Items Requested but Not Provided

- None

Assumptions and Conditions of the Appraisal

This appraisal assignment and the opinions reported herein are subject to the General Assumptions and Limiting Conditions contained in the report and the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results.

Extraordinary Assumptions

- The gross land area is assumed to be 26.46 acres based upon the derivation in the recent deed If subsequent information is produced suggesting a significant difference, the conclusion herein could be impacted.
- The assumption is made that existing Mitchelville Road can be relocated to accommodate efficient development of the land area. If subsequent information is produced suggesting it cannot be relocated, the conclusion could be impacted.

Hypothetical Conditions

- None

[1] *FIRREA Code of Federal Regulations, Title 12, Part 34 Subpart C - 34.42, 1990; also Interagency Appraisal and Evaluation Guidelines, Federal Register / Vol.75, No. 237, 2010*

Scope of Work

The elements addressed in the Scope of Work are (1) the extent to which the property is identified, (2) the extent to which the property is inspected, (3) the type and extent of data researched, (4) the type and extent of analysis applied, (5) the type of appraisal report prepared, and (6) the inclusion or exclusion of items of non-realty in the development of the value opinion. These items are discussed below.

Extent to Which the Property Was Identified

The three components of the property identification are summarized as follows:

- Legal Characteristics - The property was legally identified via legal description from deed, Beaufort County Register of Deeds, plat, Beaufort County assessor parcel number, site visit, Google Maps, public records and client provided information.
- Economic Characteristics - The economic property characteristics were identified via information provided by the property owner, the listing agent and the Town of Hilton Head Island zoning information.
- Physical Characteristics - The physical property characteristics were identified via physical inspection along with an examination of Beaufort County Government Tax Map(s), Beaufort County public record(s) etc.

Extent to Which the Property Was Inspected

A general property inspection for real estate appraisal purposes was completed on December 16, 2024.

Type and Extent of Data Researched

The following data was researched and analyzed: (1) market area data, (2) property-specific market data, (3) zoning and land-use data, and (4) current data on comparable listings and transactions. Professionals familiar with the immediate market/property type were also interviewed.

Type and Extent of Analysis Applied (Valuation Methodology)

Surrounding land use trends, the condition of any improvements, demand for the subject property, and relevant legal limitations were observed in the process of concluding a highest and best use for the land. The property was then valued based on the highest and best use conclusion.

There are four primary methods available to develop a land value estimate: (1) sales comparison, (2) land residual method, (3) ground rent capitalization, and (4) subdivision development method (discounted cash flow). While other methods, such as extraction and allocation, are applicable under limited conditions, one or more of these approaches are used in most circumstances to derive an indication of land value.

- Sales Comparison Approach - In the sales comparison approach, value is indicated by recent sales and / or listings of comparable properties in the market, with the appraiser analyzing the impact of material differences in both economic and physical elements between this 26.46-acre property and the comparable sales.

- Direct Capitalization: Land Residual Method - The land residual methodology involves estimating the residual net income to the land by deducting from total potential income the portion attributable to the improvements, assuming development of the site at its highest and best use. The residual income is capitalized at an appropriate rate, resulting in an indication of land value.
- Direct Capitalization: Ground Rent Capitalization – A market derived capitalization rate is applied to the net income resulting from a ground lease. This can represent the leased fee or fee simple interest, depending on whether the income potential is reflective of a lease in place or market rental rates.
- Yield Capitalization: Subdivision Development Method – Also known as discounted cash flow analysis (DCF), the methodology is most appropriate for land having multiple lot development in the near term as the highest and best use. The current site value is represented by discounting the anticipated cash flow to a present value, taking into consideration all necessary costs of development, maintenance, administration, and sales throughout the absorption period.

All these approaches to value were considered but the sales comparison approach is the primary method of valuing land, so it is employed for this analysis.

Appraisal Conformity and Report Type

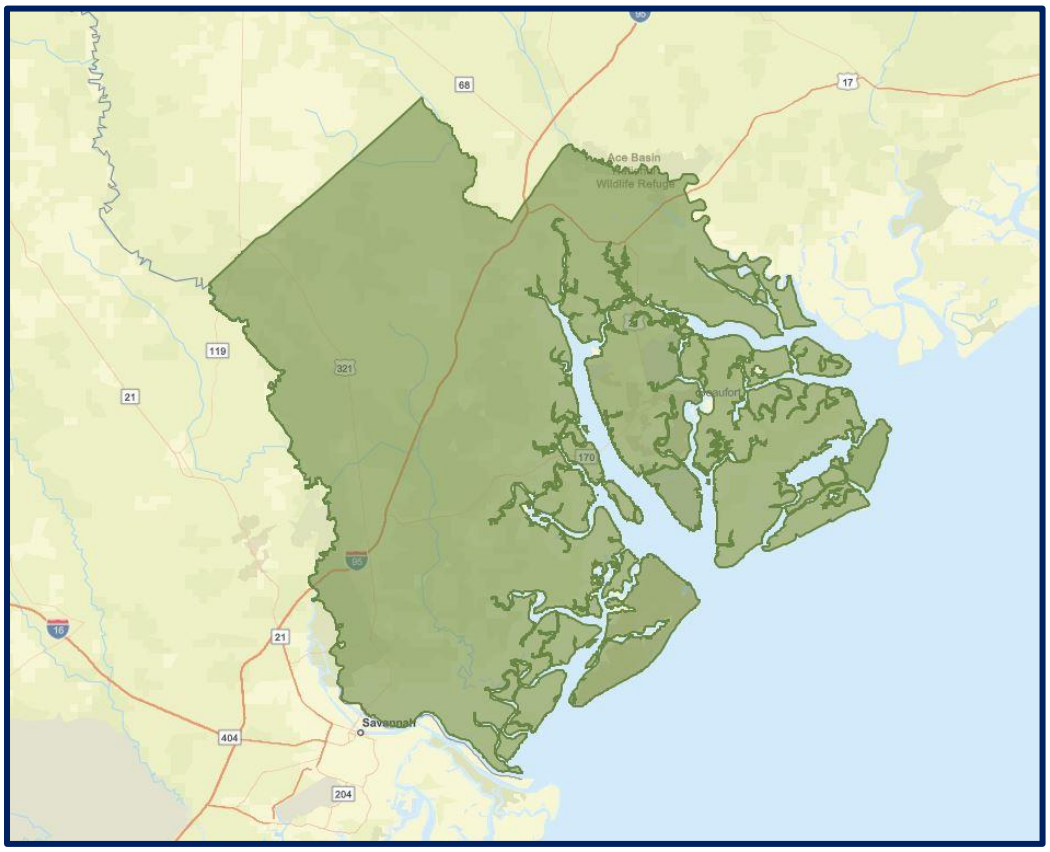
The analyses, opinions, and conclusions were developed, and this report was prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation; the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute; and the requirements of our client. This is an Appraisal Report as defined by the Uniform Standards of Professional Appraisal Practice under Standards Rule 2-2a.

Personal Property/FF&E

All items of non-realty are excluded from this analysis. The opinion of market value developed herein is reflective of real estate only.

Regional and Market Area Analysis

REGIONAL MAP



Overview

This property is in Hilton Head Island, in Beaufort County which is part of the Hilton Head Island-Bluffton-Beaufort Metropolitan Statistical Area (MSA). The Lowcountry of South Carolina consists of Beaufort and Jasper Counties and the City of Beaufort, the Town of Bluffton, Town of Port Royal and the Town of Hilton Head Island.

The MSA offers a wide variety of careers and opportunities for entrepreneurs. Excellent infrastructure and reliable utilities have made Hilton Head Island and Bluffton an attractive place to be for new businesses.

Industry in the MSA is driven by robust tourism and hospitality sectors that include more than 250 restaurants, 3,000 hotel rooms, and thousands more vacation rentals. In 2021, the MSA was awarded #1 Island by both Travel and Leisure and Condé Nast.

Located in the coastal Lowcountry region of South Carolina along Interstate 95, Beaufort County and the eastern edge of Jasper County are comprised of the towns of Hilton Head Island, Bluffton, Port Royal the City of Beaufort, Hardeeville and Ridgeville. It is home to Hilton Head Island Airport, and

easily accessible within 50 miles to the north and south of Charleston International Airport, the Savannah/Hilton Head International Airport, the Port of Charleston, and the Port of Savannah. Many successful industries enjoy low operation costs, a business-friendly environment, and access to domestic and international markets.

The United States Marine Corps Air Station and Paris Island are in Beaufort County with more than 20,000 marines exiting the Paris Island Marine Training Center annually. This large Military presence provides a natural workforce with the skills and leadership a growing business desire.

In June of 2023, the Morgan companies announced development of Beaufort Station, a 209,250 square foot retail shopping center with outparcels on the corner of Robert Malls Parkway and Parris Island Gateway. Anchor tenants include PetSmart, Old Navy, Ross Dress for Less, and Ulta Beauty, with additional smaller retail and restaurant tenants. The center opened in September of 2024.

Tourism

Due to the Covid 19 impact on tourism in the region, the Town of Hilton Head Island adopted a Destination Marketing 10-year plan to improve future outcomes. The plan outlines strategies and budgets for working with the community to grow local businesses, increase community engagement, and energize destination development. The plan consists of directing marketing and professional campaigns that are centered towards the target demographics of visitors, residents, and new businesses.

In 2023, a total of 3.13 million visitors came to Hilton Head Island with an overall economic impact for Beaufort County of $3.18 billion. This economic impact represents not just the direct expenditure by visitors, but also the secondary ripple effects of such economic activity that occur as tourism businesses spend operating funds and as tourism dollars are spent within the region.

Hilton Head Island tourism supported about 38,883 jobs representing 33.4% of all jobs in Beaufort County. Like the economic impact figure, this employment figure does not refer solely to jobs within the tourism sector, but rather to a combination of full-time, part-time, and seasonal jobs that are both directly and indirectly supported by the broader tourism economy and its secondary effects on non-tourism industries and enterprises.

According to The Town of Hilton Head Island Revenue Services, the Town of Hilton Head earned an additional $39.64 million in accommodations tax, hospitality tax, and beach preservation fees. In 2021-2022, the total economic impact on Beaufort County from tourist spending was approximately $1.4 billion, generating $32.9 million in taxes and fees for local governments. Tourism in Beaufort County creates a total of 14,140 full-time jobs in the industry.

This large economic impact, offsets somewhat the level of tax residents pay while enjoying the amenities tourism sustains. A combined revenue of $3,807,657, derived annually from the Hospitality/Tourism Industry, directly supports key city services that include Police Staffing, Public Operations, Waterfront Park, Marina Operations, Parking Improvements, and more.

Six of the top 10 employers on the island are in the accommodations and food services sector: SERG Restaurant Group, Marriott Vacation Club International, The Sea Pines Resort, The Westin Hilton Head Island Resort & Spa, Palmetto Dunes Oceanfront Resort and Omni Hilton Head Oceanfront Resort. In

neighboring Bluffton, accommodation and food service is also a major economic driver, creating up to 13% of jobs. Among the biggest employers is Montage Palmetto Bluff, the area's only Forbes Five Star resort.

The Sea Pines Resort features four golf courses, hosts the RBC Heritage Classic. It boasts an AAA Four Diamond rated resort. This resort, along with other upscale lodging accommodations, is what the Hilton Head MSA is known for on a regional and national level. Average Daily rates for hotels were at $267.00 and $351.00 for Home(s)/Villa(s) & Hotel room(s).

Retail Trade accounts for another 12,657 local jobs, with Publix Super Markets, Kroger, Walmart, Parker's and Lowes Home Centers among the primary employers in the county. Health Care and Social Assistance, bolstered by Beaufort Memorial Hospital, and Nova's Hilton Head and Coastal Carolina hospitals and healthcare offices, rounds out the top employment sectors.

Hilton Head's booming vacation rental market and the region's dramatic population growth also help fuel the economy. Construction, real estate and rental leasing, make up nearly 15% of the area's largest industries by number of employees; and 20% are educational, health care, and governmental services.

RBC Heritage Classic

Since 1969, the Professional Golf Association (PGA) Tour event has been held on the Harbour Town Golf Links at the Sea Pines Resort on Hilton Head Island. The first tournament was held in 1969 and it has had a variety of Sponsor names since then and is currently known as RBC Heritage Tournament. The Harbour Town course frequently appears on several "Best Courses" lists and it was designed by famed golf course architect Pete Dye, with assistance from Jack Nicklaus.

According to a survey conducted by Clemson University's Department of Parks, Recreation and Tourism Management, the 2023 PGA TOUR golf tournament had a total output attributable to visitor spending of $102-105 million during tournament week. This included a direct spending estimate of $65.259 million, a net state and local government revenue of $6.72 million and 1,200+ jobs.

Military

The fourth largest military presence in South Carolina, with an annual economic impact of approximately $2.5 billion supported by 21,241 jobs are the Marine Corps Air Station (MCAS) Beaufort, the Marine Corps Recruit Depot (MCRD) Parris Island, and the Naval Hospital Beaufort. They are home to more than 24,330 active-duty military members, retirees, veterans, DoD civilians and their families, portions of the SC National Guard and The US Army reserve, while the US Marine Corps Recruit Depot at Parris Island transforms 20,000 recruits a year into Marines. These installations are home to many jobs, both military and civilian, and they provide workers with income that is then returned to the local economy. The economic impact is felt far beyond the military base borders.

The total economic impact of MCAS Beaufort on the state of South Carolina, including all operations, in-state procurement, and military and civilian payroll employment totals $746.2 million and is associated with approximately 6,877 jobs and $354.2 million in labor income.

The total economic impact of MCRD Parris Island on South Carolina, including all operations, in-state procurement, military and civilian payroll employment, and visitor spending, totals $805.6 million in economic activity annually. This is associated with approximately 6,675 jobs and $374.9 million in labor income.

The total economic impact of Naval Hospital Beaufort on South Carolina, including all operations, in-state procurement, and military and civilian payroll employment, totals $221.8 million in economic activity annually. This is associated with approximately 1,568 jobs and $109.2 million in labor income.

Population

Trends in population are a significant indicator of a structural change within a region's economy. The rate of increase or decrease of an area's population has a direct effect on real estate values. Typically, population growth benefits businesses, creates jobs, and enhances all aspects of the local tax base. Since the supply of land is fixed, an increase in the population base will be reflected in higher demand for real estate. Naturally, this pattern of demand will be translated into value to the whole spectrum of property types.

Population characteristics relative to the 26.46-acre property are presented in the following table.

Population

Area	Census Population (2020)	Current Population (2023)	Compound Annual Δ 2020 - 2023	Projected Population (2028)	Compound Annual Δ 2023 - 2028
United States	331,449,520	335,707,897	0.43%	343,238,675	0.44%
South Carolina	5,118,425	5,391,458	1.75%	5,626,237	0.86%
Hilton Head Island-Bluffton-Port Royal, SC (MSA)	215,908	232,637	2.52%	248,142	1.30%
Beaufort County	187,117	199,430	2.15%	209,335	0.97%
Hilton Head Island town	37,661	40,069	2.09%	41,883	0.89%

Source: ESRI (ArcGIS)

Transportation

The main access to the city of Bluffton and Hilton Head Island is U.S. Highway 278 which provides access to the mainland and connects with major north-south arteries, including U.S. Interstate 95 and U.S. Highway 17.

Air transportation is available from the Savannah Municipal Airport, and the Hilton Head Airport with direct Atlanta flights and services for small private aircrafts. The island is easily accessible by water via the Intracoastal Waterway to the west; and by rail with the Amtrak railroad services in Savannah. The Cross Island Expressway was completed in 1998. This was a former toll roadway that has significantly improved transportation and traffic on Hilton Head island.

US Highway 21 is the main access to the city of Beaufort and is the principal route to the Sea Islands. It is also known as Trask Parkway, Parris Island Gateway, Ribaut Road (in Port Royal) and Lady's Island Drive. US 21 is the major hurricane evacuation route for the area.

US 17 runs along the northern portion of Beaufort County as Trask Parkway between Interstate 95 exit 33 and U.S. Highway 21. This is also the primary route used between Beaufort and Charleston.

I-95 is the closest interstate highway and is located about 20 miles (40 km) from both Beaufort and Hilton Head.

Local public transportation and dial-a-ride service is provided by Palmetto Breeze, a regional transportation authority run by the Lowcountry Regional Transit Authority.

The Downtown Marina is Beaufort's nautical gateway to the Intracoastal Waterway and the surrounding Sea Islands. Additional marinas are located on Lady's Island and in Port Royal. Several boat landings exist in the city and in the surrounding areas.

Greyhound operates an inter-city bus terminal, connecting Beaufort with the national Greyhound bus network.

The Beaufort County Airport, located three miles (5 km) east of downtown on Lady's Island, provides general aviation services. The closest airports served by commercial carriers are found in Hilton Head Island, Charleston and Savannah, GA.

Employment

Distribution of employment by sector reflects the area's economic character. Employment by industry for the MSA is as follows based on information provided by Site-to-Do-Business statistics:

Employment by Industry

Industry	Percentage of Employees
Agriculture/Mining	1.20%
Construction	8.30%
Manufacturing	5.80%
Wholesale Trade	0.80%
Retail Trade	14.10%
Transportation/Utilities	4.20%
Information	1.80%
Finance/Insurance/Real Estate	6.70%
Services	52.80%
Public Administration	4.30%

Traditionally, hospitality, health care, retail trade, public administration, and manufacturing have been the dominant industries.

Largest Employers - Town of Hilton Head Island

Employer	Product	# of Employees
Hilton Head Regional Medical Center	Healthcare	547
Marriott Vacation Club International	Hospitality	500
Beaufort County School District	Education	445
Cypress of Hilton Head	Retirement Community	360
Salty Dog	Retail/Distribution	350
Westin Hotel and Resorts	Hospitality	266
Hilton Head Marriott Golf and Beach Resort	Hospitality	245
Town of Hilton Head Island	Government	243

Unemployment

The following table exhibits current and past unemployment rates as obtained from the Bureau of Labor Statistics. Overall, the Region boasts one of the lowest unemployment rates for metropolitan statistical areas in the country at 2.8 percent.

Unemployment Rates

Area	YE 2018	YE 2019	YE 2020	YE 2021	YE 2022	2023[1]
United States	3.9%	3.7%	8.1%	5.3%	3.6%	3.6%
South Carolina	3.4%	2.8%	6.0%	3.9%	3.2%	3.0%
Hilton Head Island-Bluffton-Beaufort, SC (MSA)	3.1%	2.6%	5.2%	3.4%	3.1%	2.8%
Beaufort County, SC	3.2%	2.6%	5.3%	3.4%	3.1%	2.8%
Hilton Head Island town, SC	2.8%	2.3%	5.4%	3.0%	2.7%	2.5%

Source: www.bls.gov *data not seasonally adjusted; [1]Annual - most recent for US, others lag by 1-2 mos.)*

Median Household Income

Total median household income for the region is presented in the following table. Overall, the subject's MSA and county compare favorably to the state and the country.

Income

Area	2023 Median HH Income	2023 Average HH Income	2023 Per Capita Income
United States	$72,233	$104,831	$41,000
South Carolina	$66,981	$94,880	$38,474
Hilton Head Island-Bluffton-Port Royal, SC (MSA)	$82,661	$123,717	$51,206
Beaufort County	$87,099	$131,706	$54,725
Hilton Head Island town	$104,296	$170,025	$78,451

Source: ESRI (ArcGIS)

Conclusions

This MSA has many positive attributes such as a strong tourism industry, a solid military presence and an anticipated continuation of population growth and diverse economy. Cultural, social, recreational, and educational opportunities are readily available to the influx of new households into the region. New and existing businesses are also supported by an excellent network of transportation routes and the physical features bolstering the tourism/food service industries. These attributes should help

provide relative stability in the real estate market. The MSA should continue to attract residents and businesses to this region.

City and Neighborhood Analysis

NEIGHBORHOOD MAP



Overview

The Town of Hilton Head Island is often referred to as simply Hilton Head. It is a Lowcountry resort town and barrier island in Beaufort County, South Carolina, United States and is 20 miles (32 km) northeast of Savannah, Georgia, and 95 miles (153 km) southwest of Charleston. Hilton Head Island is named after Captain William Hilton, who in 1663 identified a headland near the entrance to Port Royal Sound, which map makers named "Hilton's Headland." The island features 12 miles (19 km) of beachfront on the Atlantic Ocean and is a popular vacation destination. The year-round population was 38,377 in 2022, although during the peak of summer vacation season the population can swell to 150,000. The Town of Hilton Head Island is a primary city within the Hilton Head Island-Bluffton-Beaufort MSA.

Hilton Head Island offers an unusual number of arts and entertainment opportunities for a community its size, including plays at the Arts Center of Coastal Carolina, the 120-member full chorus of the Hilton Head Choral Society, the Hilton Head Symphony Orchestra, one of the largest annual outdoor, tented wine tasting events on the east coast, and several other annual community festivals. It also hosts the Heritage Golf Classic, a PGA Tour tournament played on the Harbour Town Golf Links in Sea Pines Resort.

Hilton Head's economy is characterized by its resort orientation to tourism and as a retirement community with extensive high-quality recreational facilities. Throughout the past decade, tourism has remained strong with approximately 2.6 million people visiting the island annually. Travel + Leisure magazine readers voted Hilton Head Island "Best Island" in the continental United States in 2019 for the fourth year in a row.

A record total of 3.13 million visitors came to Hilton Head Island in 2021 which was a significant increase over 2020 and a 16.9% increase of pre pandemic 2019. Those numbers have remained steady throughout 2022 going into 2023. The overall impact tourism has economically on Beaufort County is $2.80 billion. The tourism economy supports approximately 34,000 related jobs on the island.

The US Highway 278 area of Hilton Head Island is characterized as a commercial corridor with neighborhood supporting businesses and offices.

Neighborhood Location and Boundaries

The 26.46-acres is in the Mitchelville section of Hilton Head Island. This is a suburban area of Hilton Head Island.

Transportation Access

Transportation and access into and around Hilton Head Island are very good. U.S. Highway 278 provides access to the mainland and connects with major north-south arteries, including U.S. Interstate 95 and U.S. Highway 17. Air transportation is available from the Savannah Municipal Airport, and the Hilton Head Airport with direct Atlanta flights and services for small private aircraft. The island is easily accessible by water via the Intracoastal Waterway to the west, and by rail with the Amtrak railroad services in Savannah. The Cross Island Parkway has significantly improved transportation and traffic on the island.

Within the immediate area of the 26.46-acre property, transportation access helps define the character of its development. Access to the area is good.

Road Improvements

The South Carolina Department of Transportation (SCDOT) is proposing to make improvements to the US 278 corridor between Bluffton and Hilton Head Island, from Moss Creek Drive to Spanish Wells Road. The purpose of this project is to address structural deficiencies at the existing eastbound MacKay Creek bridge, to increase capacity, and reduce congestion along US 278 from Moss Creek Drive to Spanish Wells Road. The eastbound Mackay Creek Bridge, originally built in 1956, will be replaced.

Additional studies for potential improvements include:

- Modifications to the remaining three bridges
- Improved access to Pinckney Island National Wildlife Refuge
- Improved access to the C.C. Haigh, Jr. boat ramp

The $240 million project started in 2023 and is anticipated to take four to five years to complete.

Neighborhood Land Use

The immediate neighborhood is in an area with primarily commercial and residential land uses. An approximate breakdown of the development in the area is as follows:

LAND USES

Developed	90%
Residential	*60%*
Retail	*25%*
Office	*15%*
Industrial	*0%*
Vacant	10%
Total	**100%**

Land Use Trends

The neighborhood is not experiencing a change in land use.

Demographics

The following table depicts the area demographics in Hilton Head Island within a one-, three-, and five-mile radius.

Neighborhood Demographics

Radius (Miles)	1 Mile	3 Mile	5 Mile
Trade Area (Sq. Mi.)	3.14	28.27	78.54
Trade Density (Pop/Sq. Mi.)	695	673	480
Population			
Census Population (2010)	1,990	17,240	34,632
Census Population (2020)	2,102	18,046	35,210
Current Population (2023)	2,181	19,010	37,670
Projected Population (2028)	2,243	19,845	39,460
Compound Annual Growth			
2010 - 2020	0.5%	0.5%	0.2%
2020 - 2023	1.2%	1.7%	2.3%
2023 - 2028	0.6%	0.9%	0.9%
Households			
Census Households (2010)	796	7,568	15,473
Census Households (2020)	903	8,306	16,321
Current Households (2023)	948	8,826	17,433
Projected Households (2028)	985	9,296	18,380
Compound Annual Growth			
2010 - 2020	1.3%	0.9%	0.5%
2020 - 2023	1.6%	2.0%	2.2%
2023 - 2028	0.8%	1.0%	1.1%
Average Household Size (2023)	2.30	2.14	2.14

Source: ESRI (ArcGIS) *(Lat: 32.186766, Lon: -80.759465)*

Neighborhood Demographics (cont.)

Radius (Miles)	1 Mile	3 Mile	5 Mile
Trade Area (Sq. Mi.)	3.14	28.27	78.54
Trade Density (Pop/Sq. Mi.)	695	673	480
2023 Housing Units			
Median Home Value	$804,726	$701,450	$654,726
Median Year Built	1997	1989	1987
Total Housing Units	1,094	13,435	28,288
Owner-Occupied Housing %	74.3%	54.4%	50.1%
Renter-Occupied Housing %	12.3%	11.3%	11.5%
Vacant Housing %	13.3%	34.3%	38.4%
2023 Employment			
Total Establishments	62	1,551	2,586
Total Employees	719	20,177	35,601
Average Commute Time	n/a	n/a	n/a
% College Graduates	52.3%	52.9%	56.7%
2023 Income Summary			
Median Household Income	$155,685	$101,607	$98,940
Average Household Income	$198,904	$171,499	$164,620
Avg Spending/Household	$57,280	$49,997	$47,867
Per Capita Income	$87,133	$79,927	$75,938

Source: ESRI (ArcGIS) *(Lat: 32.186766, Lon: -80.759465)*

DEMOGRAPHIC MAP



Source: Bing Maps - approximate 1/3/5 mile radii from subject at 32.186766,-80.759465
Microsoft product screen shots reprinted with permission from Microsoft Corporation

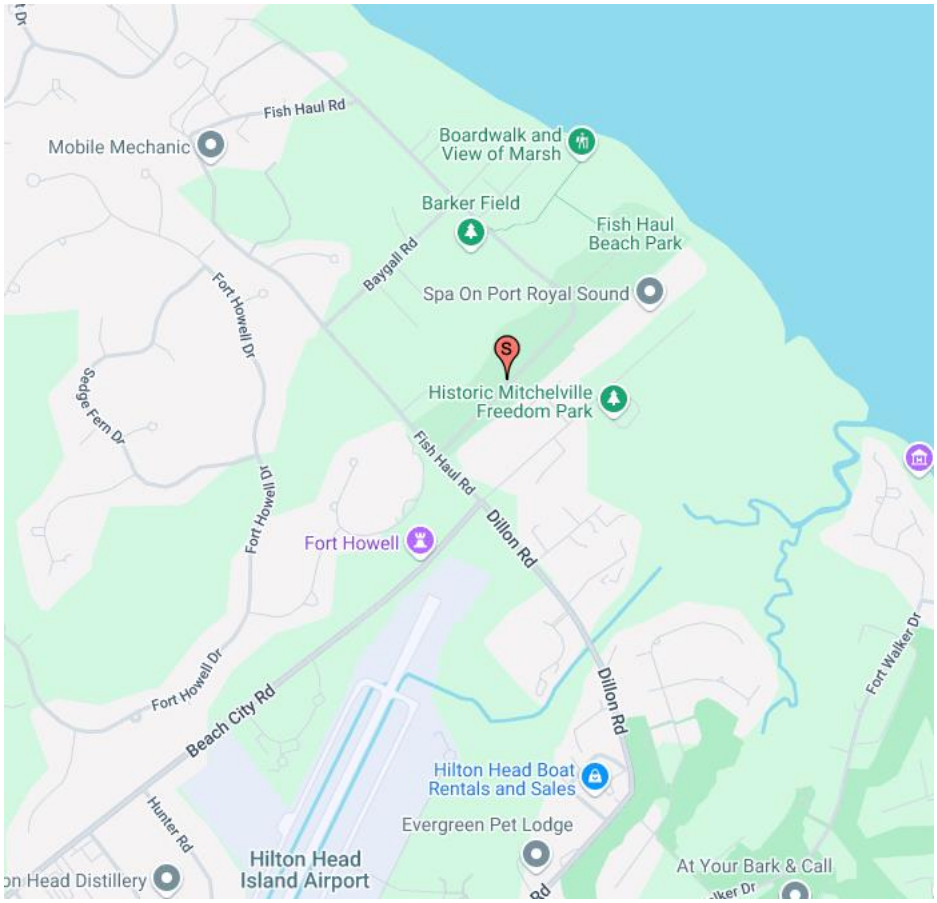
Nuisances & External Obsolescence

Neighborhood properties have adequate levels of maintenance. No adverse or unfavorable factors were observed.

Immediate Area Uses

The below aerial photo exhibits the uses located in the immediate vicinity.

IMMEDIATE AREA USES



Uses along Fish Haul Road in the vicinity are a combination of residential and neighborhood commercial. The density of uses in the area is sporadic with some vacant land remaining available in the area.

Analysis and Conclusions

The outlook for Hilton Head Island is positive as tourism is on the rise and Island residents are enjoying significant redevelopment. Anticipating future trends in migration and natural change Hilton Head Island and the Bluffton metro area is projected to grow by 59.3% over the next several decades and its current growth is the 25th highest of all U.S. metro areas. Employment is also expected to grow by 92.4% in that same time. The metro area has announced more than $250 million in investments and thousands of new jobs in place by 2025, including Skydrive, a Japanese firm launching two-person drones, RXIndustries made a $9 million investment of a full-service CNC shop on Hilton Head Island, Watterson Brands in investing $27 million on a new entertainment center and brewery.

Mitchelville

Mitchelville is an area on Hilton Head Island that is accessed by Beach City Road off US Highway 278 (William Hilton Parkway) and ends at the Port Royal Sound. The Mitchelville community and Fish Haul Plantation made up the northwestern portion of Hilton.

The town of Mitchelville was established in 1862 and housed the island's first freedman's village. The Mitchelville community was developed along modern-day Beach City Road. There are current efforts and interest in preserving Mitchelville.

The Town of Hilton Head has completed a series public works projects in Mitchelville including renaming Fish Haul Creek Park to Mitchelville Freedom Park, new athletic fields and a beach renourishment project along the Port Royal Sound.

Mitchelville is one of the least developed areas on Hilton Head. The Hilton Head Airport, owned by Beaufort County is just south of Mitchelville. It is used for general aviation. One commercial carrier and a private carrier offer service.

There are some residential developments in Mitchelville. The Spa at Port Royal is a condominium complex adjacent along east property line of the property appraised. It was developed in the 1980's and includes a private gate and indoor / outdoor recreation with frontage along Port Royal Sound.

Adjacent to the property appraised is Village Park, a 42-lot residential development completed in 2018. Just west and north of the property appraised is Hammock Breeze Way subdivision developed off Mitchelville Road in 2021. It consists of 34 residential lots but only offers views of Port Royal Sound and no direct access. The northern end of Palmetto Hall Plantation extends to Fish Haul Road across from the property appraised.

There have been several larger undeveloped tracts acquired in Mitchelville for "future" development. This area is largely the only undeveloped section on Hilton Head. There is pressure to protect Mitchelville from further development and retain its original character.

Property Description

The property characteristics are summarized as follows:

Site Characteristics

Gross Land Area:	26.46 Acres
Usable Land Area:	26.46 Acres
Usable Land %:	100.0%
Shape:	Irregular
Average Depth:	3,287.00 feet
Topography:	Level
Drainage:	Assumed to be adequate
Grade:	At street grade
Utilities:	Nearby
Off-Site Improvements:	None

Street Frontage / Access

Frontage Road	Primary
Street Name:	Fish Haul Road
Street Type:	Secondary road
Frontage (Linear Ft.):	294.00
Number of Curb Cuts:	1

Flood Zone Data

Flood Map Panel/Number:	45013C0452G & 45013C0456G
Flood Map Date:	March 23, 2021
Flood Zone:	X and AE (el 8)

Other Site Conditions

Soil Type:	Assumed to be adequate for residential development
Environmental Issues:	Assumed to be free and clear of adverse environmental conditions
Easements/Encroachments:	None noted
Wetlands Classification:	I have not been provided with a recent plat or wetlands delineation. For purposes of this appraisal, I have assumed that the entire property is usable land. Should future surveys show this assumption to be false, this appraisal needs to be reviewed for changes in value.

Site Ratings

Access:	Average
Visibility:	Average

Zoning Designation

Zoning Jurisdiction:	Town of Hilton Head Island
Zoning Classification:	RM-4 & MV District, Residential Low to Moderate Density (11.13 acres) - MV District (12.0 acres)
General Plan Designation:	Mixed use residential Development
Permitted Uses:	
Zoning Comments:	About 14.46 acres of the property that abuts Fish Haul Road is zoned RM-4 which is used to encourage a variety of residential opportunities, including multifamily residential units, single-family residences, and group living. The regulations of the district are intended to discourage development that would substantially interfere with, or be detrimental to, residential character. Single-family, multifamily, and group home uses are allowed in this district, which allows a low to moderate density residential development. The maximum building height is 35'. The maximum number of units / lots is 4 units per acre if the net land area is less than 3.0 acres; 6 units per acre if the net land area is at least 3.0 acres and 8 units per acre if the net land area is greater than 6.0 acres. Since the RM-4 zoned portion of the property is 14.46 acres, the maximum number of units is 115 units / lots. There is potential for additional bonus density. The rear 12.0 acres which extends to Port Royal Sound is zoned Mitchelville District which recognizes the historical and cultural significance of this area of the Island. A variety of uses are permitted in an effort to facilitate development in this area. Single-family and multifamily uses are allowed in this district, as well as resort accommodation uses, including hotel use, commercial recreation, and public / civic uses. The maximum building height is 75'. The maximum residential development density is 12 units per acre (144) and 35 units per acre for lodging uses (420). The maximum single-family density across the property is 259units. The property is also in an A-O district (Airport Overlay District) and a COR (Corridor Overlay District). The A-O district is in protect

against safety hazards, noise, and any other potential nuisances from the Airport.

Analysis/Comments on Site

This is an undeveloped tract of land fronting on Fish Haul Road and backing up to Port Royal Sound. The views of the Sound are excellent and there is a small beach. There is about 360' frontage on the Sound.

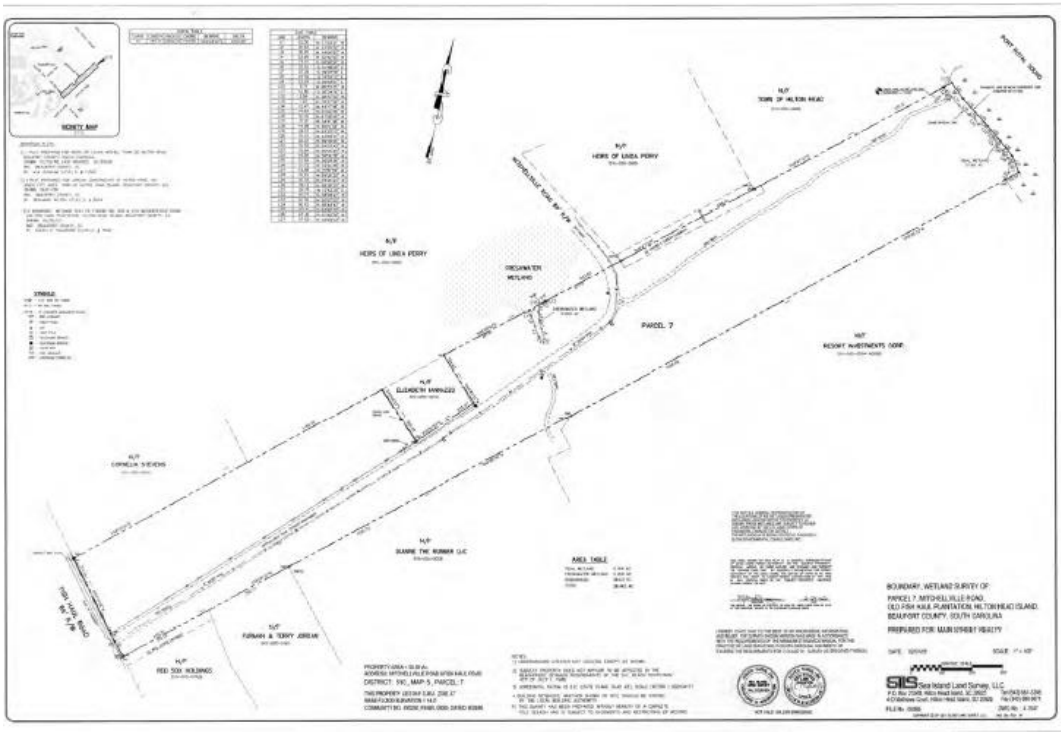
According to the property derivation in the recent deed, the gross area is 28.17 acres and 26.46 acres. Both of those are based upon unrecorded surveys. Mitchelville Road is a 66' wide unpaved lane that extends through the property from Fish Haul Road toward Port Royal Sound. It extends to about halfway through the property and turns to the west exiting the property to a paved section of Mitchelville Road. Mitchelville Road is not a public right of way but is County maintained. There was no easement of record. The road appears to be about 3.0 acres.

The Beaufort County Assessor excludes the Mitchelville Road area from this property and indicates the gross area of the property appraised is 23.13 acres. If we deduct 3.0 acres from 26.46 acres noted from an unrecorded survey, the area outside Mitchelville Road is 23.46 acres which is slightly larger than the size indicated by the Assessor.

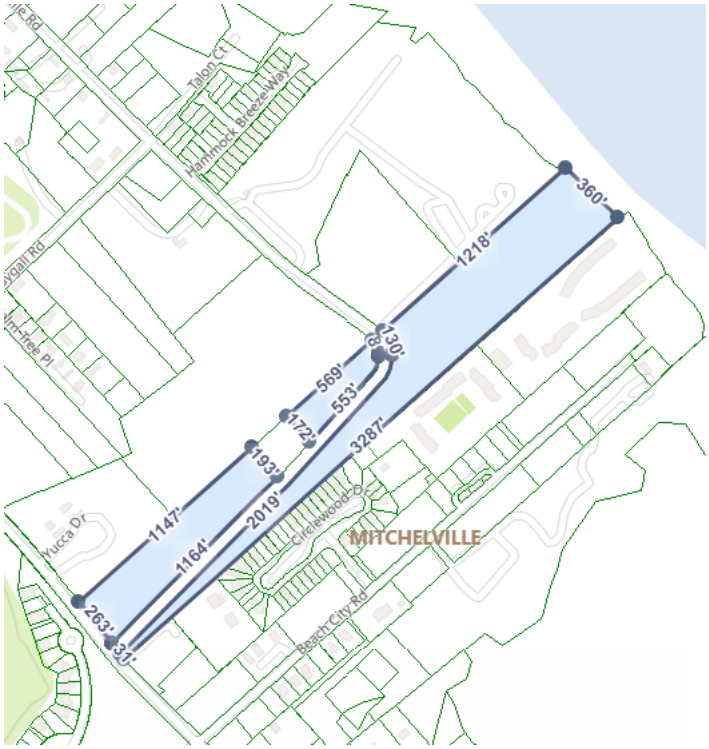
This property is 360' wide and existing Mitchelville Road is 66' of that. It is not against a property line, so the current location creates an uneconomic remnant between the east property line and Mitchelville Road. For this appraisal, since existing Mitchelville Road is unpaved with no infrastructure, the assumption is made it can be relocated against the east property line eliminating the uneconomic remnant and allow more efficient development.

For this analysis, we have used a gross area of 26.46 acres.

SURVEY


PARCEL 7
HEIRS OF LINDA PERRY
RESORT INVESTMENTS CORP.
ELIZABETH MANNIZZI
CORNELIA STEVENS
SLAMMIE THE RUBBER LLC
FURMAN & TERRY JORDAN
RED SOX HOLDINGS
AREA TABLE
BOUNDARY, WETLAND SURVEY OF
PARCEL 7, MITCHELLVILLE ROAD,
OLD FISH HAUL PLANTATION, HILTON HEAD ISLAND,
BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED FOR: MAIN STREET REALTY

TAX PLAT


Talon Ct
Hammock Breeze Way
360'
1218'
330'
569'
553'
172'
3287'
193'
2019'
1147'
1164'
Yucca Dr
Edgewood Dr
MITCHELVILLE
Beach City Rd
263'
30'

Property Photographs






























FISH
HAUL
BEACH PARK
-126-

Assessment and Tax Data

Assessment Methodology

Property taxes are based upon an appraisal of the property prepared by the Beaufort County Tax Assessor's Office. An appraisal is conducted every five years on properties located within Beaufort County and the values are in theory appraised at 100% of market value. This is commonly known as an "equalization" program.

Under the current Law, a property's tax appraisal will increase no more than 3% per year or 15% during each 5-year Equalization cycle, unless there is transferable interest (ATI). An ATI includes sales, gifts, inheritance, and long-term leases (those more than 20 years). When any property encounters an ATI, the Assessor is required to re-appraise it at market value for the following tax year.

Current law provides for an exemption of up to 25% of any increase in property tax re-appraisal because of an ATI and it only applies to properties that are taxed at a 6% assessment ratio. To obtain this exemption, the purchaser must submit a written request to the Assessor between January 1 and January 30 of the tax year following the ATI. If written request is not made or is submitted after January 30, there will be no 25% exemption.

The exemption cannot result in a reduction in the property tax that is less than the property tax due (using Assessor's market value appraisal) at the time of the ATI. Therefore, if the market value re-appraisal based on the ATI is not greater than 25% of the market value appraisal when an ATI occurs, property tax will not change.

At the same time, if an ATI occurs and market value re-appraisal is less than the Assessor's market value appraisal at the time of the ATI property taxes will decrease in the year following the ATI.

This tax system has been in place for enough time that buyers and sellers understand the effects of an ATI. This appraisal is made assuming a buyer would anticipate an ATI and make timely written application for the 25% exemption.

Assessed Values and Property Taxes

The property's appraised values, assessment ratios, assessed values, applicable tax rates and total tax expense, including direct assessments, are presented in the following table.

Note the Assessor's market value is the appraised value placed by the Assessor as part of the last reassessment program.

The Assessor's "capped" value is the Taxable value prior to the last reassessment increased at a maximum of 3% per year over the 5 year period between reassessments hence the "capped" value. This is the current taxable value.

AG Use Value applies to undeveloped properties exceeding 10 acres that qualify for the Agricultural use value special assessment. The value is based upon the market value of the soils on the property and is typically much lower than fair market value. When the property use changes, a roll back tax is

due and that is the difference between the actual property tax paid based on AG Use Value and the property tax due using the Assessors taxable value for the year of the change and 2 prior years.

The property tax estimate assuming no AG Use, an ATI and the full 25% exemption is simply the current market value, less 25% property tax exemption.

Tax Schedule

	Tax Year	Parcel Number	Assessor's Appraised Value - Land	Assessment Ratio	Assessor's Appraised Value - Imp.	Assessment Ratio	Assessor's Total Appraised Value	Assessed Value	Tax Rate	Rate per	Effective Tax Rate	Special Assessments	Tax Expense
1		**Assessors Market Value**	$2,177,900	N/A	$0	N/A	$2,177,900	N/A	N/A	$1,000	N/A	N/A	N/A
2	2023	**Assessors Taxable "Capped" Value**	$1,591,500	6.00%	$0	6.00%	$1,591,500	$95,490	258.0	$1,000	1.548%	$121	$24,757
3	2023	**Assessors AG Use Value**	$4,000	4.00%	$0	4.00%	$4,000	$160	258.0	$1,000	1.032%	$121	$162
4	2025	**Assuming an ATI & Loss of AG Use**	$8,160,000	6.00%	$0	6.00%	$489,600	$489,600	258.0	$1,000	1.548%	$121	$126,438

Highest and Best Use Analysis

The Highest and Best Use of a property is the use that is legally permissible, physically possible, and financially feasible which results in the highest value. An opinion of the highest and best use results from consideration of the criteria noted above under the market conditions or likely conditions as of the effective date of value. Determination of highest and best use results from the judgment and analytical skills of the appraiser. It represents an opinion, not a fact. In appraisal practice, the concept of highest and best use represents the premise upon which value is based.

Highest and Best Use As Vacant

The primary determinants of the highest and best use as vacant are (1) Legal permissibility, (2) Physical possibility, (3) Financial feasibility, and (4) Maximum productivity.

Legally Permissible

The property is zoned RM-4 & MV District, Residential Low to Moderate Density (11.13 acres) - MV District (12.0 acres), which controls the general nature of permissible uses and is appropriate for the location and physical elements of this property, providing for a consistency of use with the general neighborhood. The property location is appropriate for the uses allowed. There are no known easements, encroachments, covenants or other use restrictions that would unduly limit or impede development.

Physically Possible

The physical characteristics of this property are presented in the Property Description section and allow for several potential uses. Elements such as size, shape, availability of utilities, known hazards (flood, environmental, etc.), and other potential influences were considered.

Financially Feasible

As stated, there is a residential condominium development and a detached single family home development adjacent to this property. The condominium development is older while the single-family development was completed in 2021.

In addition to those and other nearby residential developments, comparable land sale 2 in the following sales comparison analysis is a 6.22 acre interior tract off Mitchelville Road at Fish Haul Road that was acquired as part of future assemblage for residential development. Zoning allows a maximum of 68 residential units and Fish Haul Road splits the property into two tracts.

Comparable sale 4, which is at 262 Mitchelville Road, is 3.13 acres with views of the Port Royal Sound and zoning allows a maximum of 38 units. It was acquired for speculation.

Comparable sale 5, which is 3.139-acre tract off Mitchelville Road at 262 Mitchelville Road, is 3.13 acres with frontage on the Port Royal Sound and zoning allows a maximum of 28 units. It was acquired for residential townhouse development.

Comparable sale 6, is an older sale of an 8.6-acre tract fronting on the Port Royal Sound and off Mitchelville Road. It was acquired by a National single family home builder for development of 42 residential homes.

Based on this residential development interest and activity in the immediate area, residential development appears to be a financially feasible use.

Maximally Productive

Among the financially feasible uses, the use that results in the highest value (the maximally productive use) is the highest and best use. Considering these factors, the maximally productive use as vacant is for mixed use residential development.

Highest and Best Use As Vacant Conclusion

The conclusion of the highest and best use as vacant is for mixed use residential development.

Most Probable Buyer

As of the date of value, the most probable buyer is a residential developer.

Land Valuation

Methodology

Site Value is most often estimated using the sales comparison approach. This approach develops an indication of market value by analyzing closed sales, listings, or pending sales of properties like this property, focusing on the difference between it and the comparable sales. This approach is based on the principles of supply and demand, balance, externalities, and substitution, or the premise that a buyer would pay no more for a specific property than the cost of obtaining a property with the same quality, utility, and perceived benefits of ownership.

Unit of Comparison

The unit of comparison selected depends on the appraisal problem and nature of the property and is intended to explain or mirror market behavior. The primary unit of comparison in the market and applied in this analysis is price per potential unit.

Elements of Comparison

Elements of comparison are the characteristics or attributes of properties and transactions that cause the prices of real estate to vary. The primary elements of comparison considered in sales comparison analysis are as follows: (1) property rights conveyed, (2) financing terms, (3) conditions of sale, (4) expenditures made immediately after purchase, (5) market conditions, (6) location and (7) physical characteristics.

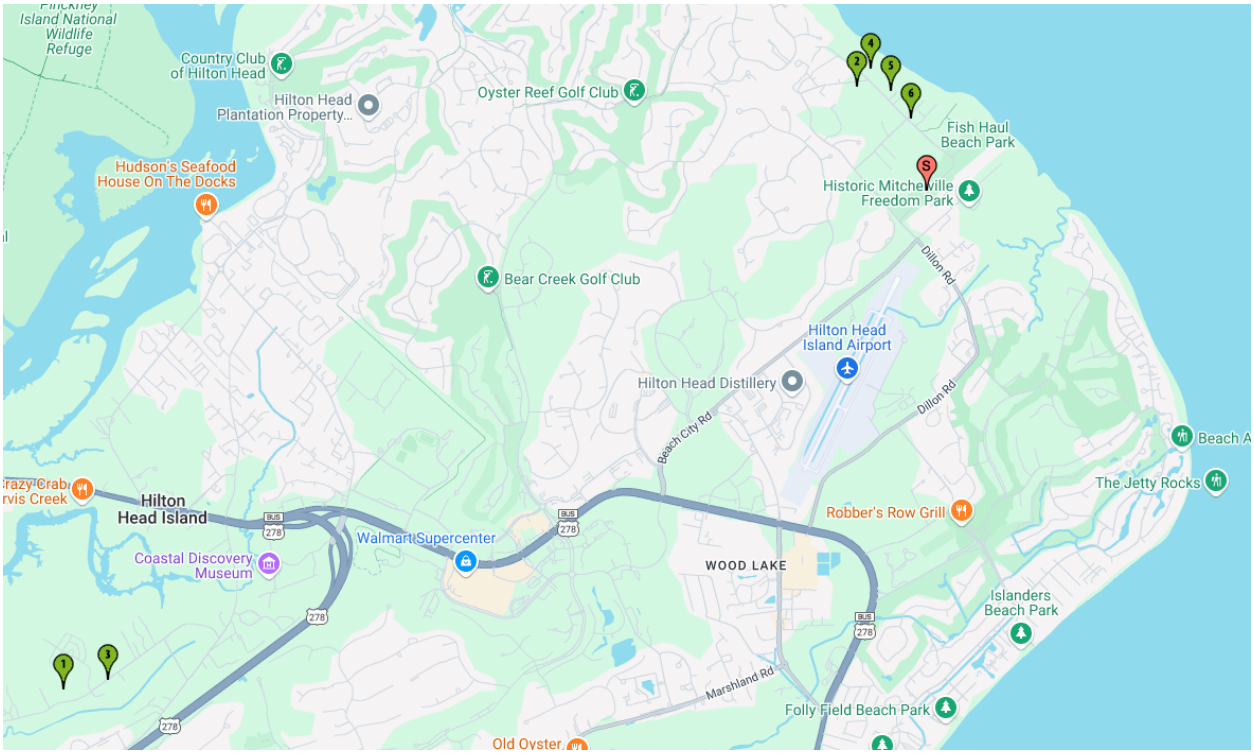
Comparable Sales Data

The market was studied to identify sales and listings of comparable properties with a focus on those that appeal to the most probable buyer. These properties typically have similar locations and physical characteristics. Of these transactions, sufficient sales data was available for the following comparable sales, which were analyzed to estimate a unit value for this property.

Land Sales Summary

Comp. No.	Date of Sale	Potential Units	Location		Zoning	Proposed Use	Sales Price Actual	Per Potential Unit
1	March-23	74	200, 224 & 234 Jonesville Road	Hilton Head Island, South Carolina	RM-4	Preservation	$7,600,000	$102,703
2	January-22	68	280 Fish Haul Road	Hilton Head Island, South Carolina	RM-12	Multi-family	$2,000,000	$29,412
3	December-21	247	30.59 acres off Jonesville Road	Hilton Head, South Carolina	RM-4 & RM-12	Residential development	$6,700,000	$27,126
4	January-21	38	262 Mitchelville Road	Hilton Head Island, South Carolina	MV	Speculation	$945,000	$24,868
5	August-19	28	Mitchelville Road	Hilton Head Island, South Carolina	MV	Townhouse development	$1,360,000	$48,571
6	June-19	42	178 Mitchelville Road	Hilton Head Island, South Carolina	MV	Single-family residential	$1,900,000	$45,238

COMPARABLE SALES MAP



LAND COMPARABLE 1

Property Identification

Address	200, 224 & 234 Jonesville Road
City County State Zip	Hilton Head Island, Beaufort County, South Carolina 29926
MSA	Hilton Head Island-Bluffton-Beaufort
Tax ID	R510 007 000 0159 0000, 0185 0000 & 0528 000
VPA Property/Sale ID	11489693/1786249

Transaction Data

Sale Status	Closed
Sale Date	03-03-2023
Grantor/Seller	Hilton Business LLC
Grantee/Buyer	The Town of Hilton Head Island
Recording Number	4223 / 1965
Property Rights	Fee Simple
Financing	Cash to Seller
Conditions of Sale	Motivated Buyer
Sales Price	$7,600,000
Sale Conditions Adj.	-$1,200,000
Adjusted Sales Price	$6,400,000

Adjusted Sales Price Indicators

Price per Gross Acre	$519,734
Price per Gross SF	$11.93
Price per Usable Acre	$554,113
Price per Usable SF	$12.72
Price per Unit	$86,486

Verification

Confirmed By	Pledger M. Bishop, III
Confirmation Source	Public records and secondary sources



Property Description

Proposed Use	Preservation
Gross Land Area	12.314 Acres/536,398 SF
Usable Land Area	11.550 Acres/503,118 SF
Proposed Units	74
Density (Units/Acre)	6.01
Rail Access	No
Water/Port Access	No
Visibility	Average
Shape	Irregular
Topography	Level
Utilities	Nearby
Drainage	Assumed to be adequate
Zoning Code	RM-4 Residential low density

Remarks

This property was assembled by a development group for $6,400,000 in February and March 2023. The property was improved with single family residence and stables for equestrian use. There is also a 1.5 acre or so pond.

The development group submitted plans for residential development with 96 units. The plan was not well accepted by neighbors. There was a second plan for 74 units. The assemblage represents a price paid by a developer. The improvements were not beneficial to the developer.

The Town of Hilton Head stepped in and made an offer to acquire the land for preservation for $7,600,000. They indicated they may or may not use the improvements. The difference between the Town acquisition and the developer assemblage is the motivation by the Town to protect the property from development so it is deducted as a conditions of sale adjustment.

LAND COMPARABLE 2

Property Identification

Address	280 Fish Haul Road
City County State Zip	Hilton Head Island, Beaufort County, South Carolina 29926
MSA	Hilton Head Island-Bluffton-Beaufort
Tax ID	R510 004 000 0016 0000
VPA Property/Sale ID	11206864/1571801

Transaction Data

Sale Status	Closed
Sale Date	01-05-2022
Grantor/Seller	Perry White Trustees
Grantee/Buyer	Plumridge Partners LLC
Deed Book/Page	Not Recorded
Property Rights	Fee Simple
Financing	Cash to Seller
Conditions of Sale	Typical
Days on Market	73
Sales Price	$2,000,000
Adjusted Sales Price	$2,000,000

Adjusted Sales Price Indicators

Price per Gross Acre	$321,543
Price per Gross SF	$7.38
Price per Usable Acre	$321,543
Price per Usable SF	$7.38
Price per Unit	$29,412
Price per Front Foot	$3,669.72

Verification

Confirmed By	Adam Norman
Confirmation Source	Olympia Rymko, Buyers



Property Description

Proposed Use	Multi-family
Gross Land Area	6.220 Acres/270,943 SF
Usable Land Area	6.220 Acres/270,943 SF
Frontage Feet	545.00
Proposed Units	68
Density (Units/Acre)	10.93
Street Access	Average
Rail Access	No
Water/Port Access	No
Visibility	Average
Utilities	All are available
Flood Hazard Zone	Zone X
Zoning Code	RM-12 Moderate to High Density Residential

Remarks

Sale of a 6.22-acres at the corner of Fish Haul Road and Mitchelville Road on the northern side of Hilton Head Island. The lot consists of two portions separated by Fish Haul Road. Buyers are residential developers who own two other nearby properties along the Port Royal Sound. The buyers purchased this property to develop 68 condos.

LAND COMPARABLE 3

Property Identification

Address	30.59 acres off Jonesville Road
City County State Zip	Hilton Head, Beaufort County, South Carolina 29926
MSA	Hilton Head Island-Bluffton-Beaufort
Tax ID	R510 007 000 082 0000, 1161 0000, 1162 0000, 1163 0000
VPA Property/Sale ID	11490000/1786461

Transaction Data

Sale Status	Closed
Sale Date	12-22-2021
Grantor/Seller	Old House Creek Development
Grantee/Buyer	Bailey Point Investment LLC
Recording Number	4099 / 3174
Property Rights	Fee Simple
Financing	Cash to Seller
Conditions of Sale	Typical
Sales Price	$6,700,000
Adjusted Sales Price	$6,700,000

Adjusted Sales Price Indicators

Price per Gross Acre	$219,026
Price per Gross SF	$5.03
Price per Usable Acre	$241,094
Price per Usable SF	$5.53
Price per Unit	$27,126

Verification

Confirmed By	Pledger M. Bishop, III
Confirmation Source	Public records and secondary sources



Bailey cove

Property Description

Proposed Use	Residential development
Gross Land Area	30.590 Acres/1,332,500 SF
Usable Land Area	27.790 Acres/1,210,532 SF
Proposed Units	247
Density (Units/Acre)	8.07
Rail Access	No
Water/Port Access	No
Visibility	Average
Shape	Irregular
Topography	Level
Utilities	Nearby
Drainage	Assumed to be adequate
Zoning Code	RM-4 & RM-12 Residential mixed density

Remarks

This is an undeveloped tract of land that is separated into 3 tracts by Spanish Wells Road and by Jonesville Road. The portion of the property between Jonesville Road and Spanish Wells Road is separated by the upper reaches of Baileys Creek (about 2.5 acres marsh / wetlands). Because of this, there are 4 separate tracts with development potential. The portion of the property that is on the west side of Jonesville Road fronts on the marshes of Jarvis Creek.

Zoning allows different densities. The development plan approved was controversial as neighbors objected to developing the property. Ultimately the plan was approved for 147 lots / units in a mixture of detached single family and attached higher density product.

LAND COMPARABLE 4

Property Identification

Property Name	Vacant Land - 3.183 Acres
Address	262 Mitchelville Road
City County State Zip	Hilton Head Island, Beaufort County, South Carolina 29926
MSA	Hilton Head Island-Bluffton-Beaufort
Tax ID	R510 004 000 009A 0000
VPA Property/Sale ID	11188948/1563197

Transaction Data

Sale Status	Closed
Sale Date	01-29-2021
Grantor/Seller	Charles A Bertrand MD Revocable Trust
Grantee/Buyer	HHI Beachfront LLC
Deed Book/Page	3973/3016
Recording Number	3973 / 3016
Property Rights	Fee Simple
Financing	Cash to Seller
Days on Market	1497
Sales Price	$945,000
Adjusted Sales Price	$945,000

Adjusted Sales Price Indicators

Price per Gross Acre	$296,890
Price per Gross SF	$6.82
Price per Usable Acre	$296,890
Price per Usable SF	$6.82
Price per Unit	$24,868
Price per Front Foot	$2,669.49

Verification

Confirmed By	Adam Norman



Property Description

Proposed Use	Speculation
Gross Land Area	3.183 Acres/138,651 SF
Usable Land Area	3.183 Acres/138,651 SF
Frontage Feet	354.00
Depth	372.00
Proposed Units	38
Density (Units/Acre)	12.00
Street Access	Average
Visibility	Good
Corner/Interior	Interior
Shape	Irregular
Topography	Level
Utilities	All are available
Drainage	Adequate in the undeveloped state
Flood Hazard Zone	Zone AE (EL 11)
% in Flood Hazard	28.13%
Zoning Code	MV Mitchelville

Remarks

Sale of a 3.183-acre parcel within the Mitchelville District along Mitchelville Road. The Mitchelville district allows for a variety of residential and commercial uses with the most recent sales being for residential/multi-family development with a maximum density of 12 units per acre. Mitchelville Road is located on the northeastern side of Hilton Head Island along the Port Royal Sound. The road has paved and unpaved portions and is maintained by both the county and state. The buyer purchased for future residential/multi-family development.

LAND COMPARABLE 5

Property Identification

Property Name	Townhome Land - 28 Proposed Lots
Address	Mitchelville Road
City County State Zip	Hilton Head Island, Beaufort County, South Carolina 29926
MSA	Hilton Head Island-Bluffton-Beaufort
Tax ID	R510 004 000 0011 0000
VPA Property/Sale ID	11188952/1563191

Transaction Data

Sale Status	Closed
Sale Date	08-13-2019
Grantor/Seller	Charles A Bertrand MD Revocable Trust
Grantee/Buyer	HHI Beachfront LLC
Deed Book/Page	3811/2403
Recording Number	3811 / 2403
Property Rights	Fee Simple
Financing	Cash to Seller
Days on Market	1668
Sales Price	$1,360,000
Adjusted Sales Price	$1,360,000

Adjusted Sales Price Indicators

Price per Gross Acre	$355,463
Price per Gross SF	$8.16
Price per Usable Acre	$433,259
Price per Usable SF	$9.95
Price per Unit	$50,370
Price per Front Foot	$5,787.23

Verification

Confirmed By	Adam Norman
Confirmation Source	Secondary sources and public record



Aerial

Property Description

Proposed Use	Townhouse development
Gross Land Area	3.826 Acres/166,661 SF
Usable Land Area	3.139 Acres/136,735 SF
Frontage Feet	235.00
Depth	622.00
Proposed Bldg SF	66,040
Proposed Units	28
Density (Units/Acre)	7.32
Street Access	Average
Rail Access	No
Water/Port Access	No
Visibility	Average
Corner/Interior	Interior
Topography	Level
Utilities	All are available
Drainage	Good - Existing wetlands and two proposed ret
Flood Hazard Zone	Zone AE (EL 11)
% in Flood Hazard	7.01%
Zoning Code	MV Mitchelville

Remarks

This is a 3.948 acre parcel along the Port Royal Sound in the Mitchelville District of Hilton Head Island. Property was on the market for some time with multiple price changes. The buyer purchased to develop a small, townhome community consisting of 28 townhomes, 9 of which are waterfront.

LAND COMPARABLE 6

Property Identification

Property Name	Hammock Breeze
Address	178 Mitchelville Road
City County State Zip	Hilton Head Island, Beaufort County, South Carolina 29926
MSA	Hilton Head Island-Bluffton-Beaufort
Tax ID	R510 005 000 0431 0000
VPA Property/Sale ID	11193763/1563220

Transaction Data

Sale Status	Closed
Sale Date	06-12-2019
Grantor/Seller	Daniel Driessen
Grantee/Buyer	K. Hovnanian Homes of South Carolina, LLC
Deed Book/Page	3769/34
Property Rights	Fee Simple
Financing	Cash to Seller
Conditions of Sale	Typical
Days on Market	365
Sales Price	$1,900,000
Adjusted Sales Price	$1,900,000

Adjusted Sales Price Indicators

Price per Gross Acre	$229,524
Price per Gross SF	$5.27
Price per Usable Acre	$300,871
Price per Usable SF	$6.91
Price per Unit	$45,238
Price per Front Foot	$6,834.53

Verification

Confirmed By	Adam Norman
Confirmation Source	Jim Paris



Hammock Breeze

Property Description

Proposed Use	Single-family residential
Gross Land Area	8.278 Acres/360,590 SF
Usable Land Area	6.315 Acres/275,081 SF
Frontage Feet	278.00
Depth	1,247.00
Proposed Units	42
Density (Units/Acre)	5.07
Street Access	Average
Rail Access	No
Water/Port Access	No
Visibility	Average
Corner/Interior	Interior
Shape	Irregular
Topography	Level
Utilities	All are available
Zoning Code	MV Mitchelville

Remarks

This is a sale of an 8.278-acre parcel along Mitchelville Road that backs up to the Port Royal Sound. Only 6.315 acres are usable due to the remaining portion of the land being tidal marsh lands. The buyer is a residential home builder who constructed 42 homes. Buyer went through engineering and permit phase before closing occurred.

Land Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is superior s, a negative adjustment was applied. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

Transaction Adjustments

Transaction adjustments include: (1) real property rights conveyed, (2) financing terms, (3) conditions of sale, and (4) expenditures made immediately after purchase. These items, which are applied prior to the market conditions and property adjustments, are discussed as follows:

Real Property Rights Conveyed

Real property rights conveyed influence sales prices and must be considered when analyzing a sale comparable. The property rights appraised reflect the simple fee interest, so no adjustment is necessary.

Financing Terms

The transaction price of one property may differ from that of an identical property due to different financial arrangements. Sales involving financing terms that are not at or near market terms require adjustments for cash equivalency to reflect typical market terms. A cash equivalency procedure discounts the atypical mortgage terms to provide an indication of value at cash equivalent terms. All the comparable sales involved typical market terms by which the sellers received cash or its equivalent and the buyers paid cash or tendered typical down payments and obtained conventional financing at market terms for the balance. Therefore, no adjustment is necessary.

Conditions of Sale

When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value.

Comparable sale 1 was highly motivated and an adjustment reflecting that motivation is necessary.

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination.

The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sales involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison. The parties to these transactions did not anticipate expenditures were required immediately after purchase; therefore, no adjustments were warranted.

Land Sales Comparison Analysis

When necessary, adjustments were made for differences in various elements of comparison, including property rights conveyed, financing terms, conditions of sale, expenditures made immediately after purchase, market conditions, location, and other physical characteristics. If the element in comparison is superior s, a negative adjustment was applied. Conversely, a positive adjustment was applied if inferior. A summary of the elements of comparison follows.

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When the conditions of sale are atypical, the result may be a price that is higher or lower than that of a normal transaction. Adjustments for conditions of sale usually reflect the motivations of either a buyer or a seller who is under duress to complete the transaction. Another more typical condition of sale involves the downward adjustment required to a comparable property's for-sale listing price, which usually reflects the upper limit of value. No adjustments for atypical conditions or for-sale listings were necessary.

Expenditures Made Immediately After Purchase

A knowledgeable buyer considers expenditures required upon purchase of a property, as these costs affect the price the buyer agrees to pay. Such expenditures may include: costs to demolish and remove any portion of the improvements, costs to petition for a zoning change, and/or costs to remediate environmental contamination.

The relevant figure is not the actual cost incurred, but the cost anticipated by both the buyer and seller. Unless the sales involved expenditures anticipated upon the purchase date, no adjustments to the comparable sales are required for this element of comparison. The parties to these transactions did not anticipate expenditures were required immediately after purchase; therefore, no adjustments were warranted.

Market Conditions Adjustment

Market conditions change over time because of inflation, deflation, fluctuations in supply and demand, or other factors. Changing market conditions may create a need for adjustment to comparable sale transactions completed during periods of dissimilar market conditions.

The comparable sales are older, but they are the most similar on Hilton Head Island. I have used the Beaufort Multiple Listing Service (BMLS) to measure the changes in residential property value on Hilton Head since 2017. The filter employed included a search for detached single family homes and then a search for attached townhomes/condominiums. A summary is presented here:

Detached Single Family Homes

Period	# Sales	% Change	Avg Size - SF	% Change	Avg Price psf	% Change	Avg Price	% Change
12/23 - 12/24	63	8.62%	2,642	-2.33%	$441.72	6.90%	$1,130,587	-0.78%
12/22 - 12/23	58	-7.94%	2,705	-3.12%	$413.21	2.36%	$1,139,468	1.02%
12/21 - 12/22	63	-3.08%	2,792	-10.40%	$403.70	11.61%	$1,127,989	-6.95%
12/20 - 12/21	65	20.37%	3,116	2.50%	$361.70	30.01%	$1,212,254	43.65%
12/19 - 12/20	54	12.50%	3,040	13.52%	$278.20	25.04%	$843,922	35.92%
12/18 - 12/19	48	41.18%	2,678	-0.07%	$222.48	19.72%	$620,917	21.28%
12/17 - 12/18	34		2,680		$185.84		$511,959	
% Change per Year		**10.83%**		**-0.24%**		**15.52%**		**14.12%**

Townhouse / Condominium

Period	# Sales	% Change	Avg Size - SF	% Change	Avg Price psf	% Change	Avg Price	% Change
12/23 - 12/24	83	-2.35%	1,290	13.26%	$437.93	1.23%	$584,048	18.82%
12/22 - 12/23	85	13.33%	1,139	0.09%	$432.63	-1.07%	$491,557	-4.17%
12/21 - 12/22	75	27.12%	1,138	-1.56%	$437.29	18.71%	$512,956	12.44%
12/20 - 12/21	59	5.36%	1,156	-12.22%	$368.38	11.53%	$456,222	46.70%
12/19 - 12/20	56	33.33%	1,317	12.37%	$330.29	28.32%	$310,991	3.06%
12/18 - 12/19	42	-45.45%	1,172	-6.46%	$257.39	11.50%	$301,755	2.91%
12/17 - 12/18	77		1,253		$230.84		$293,222	
% Change per Year		**1.26%**		**0.49%**		**11.26%**		**12.17%**

As you can see, the detached single-family homes increased in value on price per square foot and average home price basis from about 14% per year to about 15% per year since 2017. The rate of increase for the attached townhomes and condominiums increased from about 11% to about 12% per year.

Generally, residential land value increases and decreases at higher rates than properties improved with homes. At the same time, the cost of new construction has increased greatly over the same period at a rate of about 7.5% per year. This could somewhat offset the growth as increasing reflects the increased construction.

Understanding property appreciation for land is typically at a greater rate than improved properties, the appreciation rate should be higher than the range indicated but offsetting that somewhat is the increasing cost of construction. Based on information, a reasonable growth rate is 10% annually.

Property Adjustments

Property adjustments are usually expressed quantitatively as percentages or dollar amounts that reflect the differences in value attributable to the various characteristics of the property. In some instances, however, qualitative adjustments are used. These adjustments are based on locational and physical characteristics and are applied after transaction and market conditions adjustments. The reasoning for the property adjustments made to each sale comparable follows. The discussion analyzes each applicable adjustment category.

Location

Location adjustments may be required when the locational characteristics of a comparable are different. These characteristics can include general neighborhood characteristics, proximity to major thoroughfares, proximity to employments centers and amenities, neighboring properties, and accessibility.

This property is in the Mitchelville area like comparable sales 2, 4, 5 and 6. Sales 1 and 3 are of Jonesville Road closer to the Plantations and central Island area.

Size

This property has a maximum density of 259 residential units and the maximum density for the comparable sales range from 28 units to 247 units. The properties with smaller number of potential units typically have faster sellout and lower risk.

Shape/Depth

This property is narrow and 66' is the width of existing Mitchelville Road. Sale 2 is divided by Fish Haul Road but both sections have superior shape and development efficiency. Sale 3 is divided by Jonesville Road and Spanish Wells Road and 3 of the 4 sections have adequate shape and development efficiency.

The other comparable sales are superior overall with respect to shape and development efficiency.

Natural Amenity

The property appraised is on the Port Royal Sound with exceptional views and small beach. Comparable sales 5 and 6 are similar. Comparable sale 4 has Port Royal Sound views only.

A portion of Comparable sale 3 overlooks Jarvis Creek with excellent sunset views but no water access.

Comparable sales 1 and 2 have no natural amenity.

Density

As the density increases, the price per unit tends to decrease. The sales are adjusted accordingly.

Summary of Adjustments

A summary of the adjustments is presented in the following table:

LAND SALES ADJUSTMENT GRID

Land Sales Adjustment Grid

	Subject	Sale # 1	Sale # 2	Sale # 3	Sale # 4	Sale # 5	Sale # 6
Sale ID		1786249	1571801	1786461	1563197	1563191	1563220
Date of Value & Sale	December-24	March-23	January-22	December-21	January-21	August-19	June-19
Unadjusted Sales Price		$7,600,000	$2,000,000	$6,700,000	$945,000	$1,360,000	$1,900,000
Potential Units	259	74	68	247	38	28	42
Unadjusted Sales Price per Potential Unit		**$102,703**	**$29,412**	**$27,126**	**$24,868**	**$48,571**	**$45,238**
Transactional Adjustments							
Property Rights Conveyed	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*	*Fee Simple*
Adjusted Sales Price		$102,703	$29,412	$27,126	$24,868	$48,571	$45,238
Financing Terms	*Cash to Seller*	*Cash to Seller*	*Cash to Seller*	*Cash to Seller*	*Cash to Seller*	*Cash to Seller*	*Cash to Seller*
Adjusted Sales Price		$102,703	$29,412	$27,126	$24,868	$48,571	$45,238
Conditions of Sale	*Typical*	*Motivated Buyer*	*Typical*	*Typical*	*Typical*	*Typical*	*Typical*
Adjustment		-15.8%	-	-	-	-	-
Adjusted Sales Price		$86,486	$29,412	$27,126	$24,868	$48,571	$45,238
Expenditures after Sale							
Adjusted Sales Price		**$86,486**	**$29,412**	**$27,126**	**$24,868**	**$48,571**	**$45,238**
Market Conditions Adjustments							
Elapsed Time from Date of Value		*1.79 years*	*2.95 years*	*2.99 years*	*3.88 years*	*5.35 years*	*5.52 years*
Market Trend Through	December-24	17.9%	29.5%	29.9%	38.8%	53.5%	55.2%
Analyzed Sales Price		**$101,983**	**$38,082**	**$35,226**	**$34,523**	**$74,547**	**$70,200**
Physical Adjustments							
Location	*26.46 acres on Mitchellville Road Hilton Head Island, South Carolina*	*200, 224 & 234 Jonesville Road Hilton Head Island, South Carolina*	*280 Fish Haul Road Hilton Head Island, South Carolina*	*30.59 acres off Jonesville Road Hilton Head, South Carolina*	*262 Mitchelville Road Hilton Head Island, South Carolina*	*Mitchelville Road Hilton Head Island, South Carolina*	*178 Mitchelville Road Hilton Head Island, South Carolina*
Adjustment		-30.0%	-	-30.0%	-	-	-
Size	*259 units*	*74 units*	*68 units*	*247 units*	*38 units*	*28 units*	*42 units*
Adjustment		-15.0%	-15.0%	-	-20.0%	-20.0%	-20.0%
Shape/Depth	*363' Wide*	*Superior*	*Superior*	*Superior*	*Superior*	*Superior*	*Superior*
Adjustment		-20.0%	-15.0%	-10.0%	-20.0%	-20.0%	-20.0%
Natural Amenity		*None*	*None*	*Jarvis Creek*	*Port Royal Sound Views*	*Port Royal Sound*	*Port Royal Sound*
Adjustment		40.0%	40.0%	35.0%	20.0%	-	-
Density	*9.79 per ac*	*6.41 per ac*	*10.93 per ac*	*8.89 per ac*	*11.94 per ac*	*8.92 per ac*	*6.65 per ac*
Adjustment		-5.0%	-	-	-	-	-5.0%
Net Physical Adjustment		-30.0%	10.0%	-5.0%	-20.0%	-40.0%	-45.0%
Adjusted Sales Price per Proposed Unit		**$71,388**	**$41,890**	**$33,465**	**$27,618**	**$44,728**	**$38,610**

Conclusion

The comparable sales were adjusted based on pertinent elements of comparison with the unadjusted and adjusted unit sales prices presented in the following table:

Land Sale Statistics

Metric	Unadjusted	Analyzed	Adjusted
Min. Sales Price per Proposed Unit	$24,868	$34,523	$27,618
Max. Sales Price per Proposed Unit	$102,703	$101,983	$71,388
Median Sales Price per Proposed Unit	$37,325	$54,141	$40,250
Mean Sales Price per Proposed Unit	$46,320	$59,093	$42,950

The sales in Mitchelville are the most similar overall. They indicate a range from about $27,620 per potential unit to about $44,700 per potential unit. The average is about $38,200 per potential unit. The least adjusted Comparable sale in Mitchelville is sale 2 at -5% and it indicates a value of about $41,900 per potential unit.

Sales 5 and 6 are in Mitchelville and enjoy the same Port Royal natural amenity. They indicate $44,728 per unit and $38,610 per unit respectively. They average $42,169 per unit.

Based upon this analysis, a reasonable value is $42,000 per potential unit.

The land value indication is summarized as follows:

Land Value Conclusion				
Reasonable Adjusted Comparable Range				
259 proposed units	x	$28,000 per proposed unit	=	$7,252,000
259 proposed units	x	$70,000 per proposed unit	=	$18,130,000
Market Value Opinion				(Rounded)
259 proposed units	x	**$42,000 per proposed unit**	=	**$10,880,000**

Reconciliation

Summary of Value Indications

The conclusion is summarized in the following table.

Value Indications

Approach to Value	As of the Effective Date of Value
Sales Comparison	$10,880,000
Cost	Not Developed
Income Capitalization	Not Developed

Value Conclusion

Component	As of the Effective Date of Value
Value Type	Market Value
Real Property Interest	Fee Simple
Effective Date of Value	December 16, 2024
Value Conclusion	**$10,880,000**
	$42,008 per potential unit
	$411,187 per ac

The findings and conclusions are further contingent upon the following extraordinary assumptions and/or hypothetical conditions, the use of which might have affected the assignment results:

Extraordinary Assumptions:

- The gross land area is assumed to be 26.46 acres based upon the derivation in the recent deed If subsequent information is produced suggesting a significant difference, the conclusion herein could be impacted.
- The assumption is made that existing Mitchelville Road can be relocated to accommodate efficient development of the land area. If subsequent information is produced suggesting it cannot be relocated, the conclusion could be impacted.

Hypothetical Conditions:

- None

Analysis of Prior Appraisals

Within the past 36 months, I have prepared USPAP Standard 3 compliant appraisal review reports on appraisals of this property prepared by Lisa D Nimmich, MAI, with Nimmich & Associates LLC dated October 15, 2023, and prepared by Michael C Robinson, MAI, SRA and James L Rogers with Charleston Appraisal Service, Inc. dated July 20, 2024.

Exposure Time and Marketing Period

Marketing and exposure time estimates of 6 to 12 months and 6 to 12 months, respectively, are reasonable.

General Assumptions and Limiting Conditions

This appraisal is subject to the following general assumptions and limiting conditions:

1. The legal description – if furnished to us – is assumed to be correct.
2. No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal does not constitute a survey of the property appraised. All existing liens and encumbrances have been disregarded and the property is appraised as though free and clear, under responsible ownership and competent management unless otherwise noted.
3. Unless otherwise noted, the appraisal will value the property as though free of contamination. Valbridge Property Advisors | Charleston will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
4. The stamps and/or consideration placed on deeds used to indicate sales are in correct relationship to the actual dollar amount of the transaction.
5. Unless otherwise noted, it is assumed there are no encroachments, zoning violations or restrictions existing in the subject property.
6. The appraiser is not required to give testimony or attendance in court by reason of this appraisal, unless previous arrangements have been made.
7. Unless expressly specified in the engagement letter, the fee for this appraisal does not include the attendance or giving of testimony by Appraiser at any court, regulatory or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Charleston is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Appraiser for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Appraiser's then current hourly rate plus reimbursement of expenses.
8. The values for land and/or improvements, as contained in this report, are constituent parts of the total value reported and neither is (or are) to be used in making a summation appraisal of a combination of values created by another appraiser. Either is invalidated if so used.
9. The dates of value to which the opinions expressed in this report apply are set forth in this report. We assume no responsibility for economic or physical factors occurring at some point at a later date, which may affect the opinions stated herein. The forecasts, projections, or operating estimates contained herein are based on current market conditions and anticipated short-term supply and demand factors and are subject to change with future conditions. Appraiser is not responsible for determining whether the date of value requested by Client is appropriate for Client's intended use.
10. The sketches, maps, plats and exhibits in this report are included to assist the reader in visualizing the property. The appraiser has made no survey of the property and assumed no responsibility in connection with such matters.
11. The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the appraiser.

12. Possession of this report, or a copy thereof, does not carry with it the right of publication. Neither all, nor any part of the content of the report, or copy thereof (including conclusions as to property value, the identity of the appraisers, professional designations, reference to any professional appraisal organization or the firm with which the appraisers are connected), shall be disseminated to the public through advertising, public relations, news, sales, or other media without prior written consent and approval.
13. No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.
14. This appraisal was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal or engagement letter is not entitled to rely upon the contents of the appraisal without express written consent of Valbridge Property Advisors | Charleston and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The appraiser assumes no obligation, liability or accountability to any third party.
15. Distribution of this report is at the sole discretion of the client, but third-parties not listed as an intended user on the face of the appraisal or the engagement letter may not rely upon the contents of the appraisal. In no event shall client give a third-party a partial copy of the appraisal report. We will make no distribution of the report without the specific direction of the client.
16. This appraisal shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Charleston.
17. This appraisal shall be considered in its entirety. No part thereof shall be used separately or out of context.
18. Unless otherwise noted in the body of this report, this appraisal assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the subject property. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
19. The flood maps are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain a confirmation of the subject property's flood zone classification from a licensed surveyor.
20. If the appraisal is for mortgage loan purposes 1) we assume satisfactory completion of improvements if construction is not complete, 2) no consideration has been given for rent loss during rent-up unless noted in the body of this report, and 3) occupancy at levels consistent with our "Income and Expense Projection" are anticipated.
21. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

22. Our inspection included an observation of the land and improvements thereon only. It was not possible to observe conditions beneath the soil or hidden structural components within the improvements. We inspected the buildings involved, and reported damage (if any) by termites, dry rot, wet rot, or other infestations as a matter of information, and no guarantee of the amount or degree of damage (if any) is implied. Condition of heating, cooling, ventilation, electrical and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements unless otherwise stated. Should the client have concerns in these areas, it is the client's responsibility to order the appropriate inspections. The appraiser does not have the skill or expertise to make such inspections and assumes no responsibility for these items.
23. This appraisal does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.
24. When possible, we have relied upon building measurements provided by the client, owner, or associated agents of these parties. In the absence of a detailed rent roll, reliable public records, or "as-built" plans provided to us, we have relied upon our own measurements of the subject improvements. We follow typical appraisal industry methods; however, we recognize that some factors may limit our ability to obtain accurate measurements including, but not limited to, property access on the day of inspection, basements, fenced/gated areas, grade elevations, greenery/shrubbery, uneven surfaces, multiple story structures, obtuse or acute wall angles, immobile obstructions, etc. Professional building area measurements of the quality, level of detail, or accuracy of professional measurement services are beyond the scope of this appraisal assignment.
25. We have attempted to reconcile sources of data discovered or provided during the appraisal process, including assessment department data. Ultimately, the measurements that are deemed by us to be the most accurate and/or reliable are used within this report. While the measurements and any accompanying sketches are considered to be reasonably accurate and reliable, we cannot guarantee their accuracy. Should the client desire more precise measurement, they are urged to retain the measurement services of a qualified professional (space planner, architect or building engineer) as an alternative source. If this alternative measurement source reflects or reveals substantial differences with the measurements used within the report, upon request of the client, the appraiser will submit a revised report for an additional fee.
26. In the absence of being provided with a detailed land survey, we have used assessment department data to ascertain the physical dimensions and acreage of the property. Should a survey prove this information to be inaccurate, upon request of the client, the appraiser will submit a revised report for an additional fee.
27. If only preliminary plans and specifications were available for use in the preparation of this appraisal, and a review of the final plans and specifications reveals substantial differences upon request of the client the appraiser will submit a revised report for an additional fee.

28. Unless otherwise stated in this report, the value conclusion is predicated on the assumption that the property is free of contamination, environmental impairment or hazardous materials. Unless otherwise stated, the existence of hazardous material was not observed by the appraiser and the appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation or other potentially hazardous materials may affect the value of the property. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required for discovery. The client is urged to retain an expert in this field, if desired.
29. The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey of the property to determine if it is in conformity with the various requirements of the ADA. It is possible that a compliance survey of the property, together with an analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this could have a negative effect on the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in developing an opinion of value.
30. This appraisal applies to the land and building improvements only. The value of trade fixtures, furnishings, and other equipment, or subsurface rights (minerals, gas, and oil) were not considered in this appraisal unless specifically stated to the contrary.
31. No changes in any federal, state or local laws, regulations or codes (including, without limitation, the Internal Revenue Code) are anticipated, unless specifically stated to the contrary.
32. Any income and expense estimates contained in the appraisal report are used only for the purpose of estimating value and do not constitute prediction of future operating results. Furthermore, it is inevitable that some assumptions will not materialize and that unanticipated events may occur that will likely affect actual performance.
33. Any estimate of insurable value, if included within the scope of work and presented herein, is based upon figures developed consistent with industry practices. However, actual local and regional construction costs may vary significantly from our estimate and individual insurance policies and underwriters have varied specifications, exclusions, and non-insurable items. As such, we strongly recommend that the Client obtain estimates from professionals experienced in establishing insurance coverage. This analysis should not be relied upon to determine insurance coverage and we make no warranties regarding the accuracy of this estimate.
34. The data gathered in the course of this assignment (except data furnished by the Client) shall remain the property of the Appraiser. The appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the appraiser. Notwithstanding the foregoing, the Appraiser is authorized by the client to disclose all or any portion of the appraisal and related appraisal data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

35. You and Valbridge Property Advisors | Charleston both agree that any dispute over matters in excess of $5,000 will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Charleston and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Valbridge Property Advisors | Charleston or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Charleston for this assignment, and under no circumstances shall any claim for consequential damages be made.
36. Valbridge Property Advisors | Charleston shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the appraisal or in the engagement letter is not entitled to rely upon the contents of the appraisal without the express written consent of Valbridge Property Advisors | Charleston. "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Charleston and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party as a result of this assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal services, client will hold Valbridge Property Advisors | Charleston harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Charleston in such action, regardless of its outcome.
37. The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Charleston. Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.
38. If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.
39. This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.
40. Acceptance and/or use of this appraisal report constitutes acceptance of the foregoing general assumptions and limiting conditions.

Certification – Pledger M. Bishop, III

I certify that, to the best of my knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
4. The undersigned Pledger M. Bishop, III has performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
5. I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
6. My engagement in this assignment was not contingent upon developing or reporting predetermined results.
7. My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
8. My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
9. Pledger M. Bishop, III has personally inspected the subject property.
10. No one provided significant real property appraisal assistance to those signing this certification, unless otherwise noted.
11. The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
12. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

13. As of the date of this report, Pledger M. Bishop, III completed the continuing education program for Designated Members of the Appraisal Institute.



Pledger M. "Jody" Bishop III, MAI, SRA, AI-GRS, CRE
Senior Managing Director
South Carolina Certified General CG 795
License Expires 6/30/2026

Addenda

Engagement Letter

Glossary

Qualifications

- Pledger M. Bishop, III, MAI, SRA, AI-GRS, CRE - Senior Managing Director

Information on Valbridge Property Advisors

Office Locations

Letter of Engagement

Valbridge PROPERTY ADVISORS
CHARLESTON

November 26, 2024

M JEFFREY VINZANI
Graybill, Lansche & Vinzani, LLC
225 Seven Farms Drive, Suite 207
Charleston, SC 29492

RE: Quote for an appraisal of 26.69 acres on Mitchellville Road in Hilton Head, SC 29926

Dear Mr. Vinzani:

Thank you for the opportunity to submit a fee quote for an appraisal of referenced property owned by Stanley Roberts, etal. It is an undeveloped 26.69-acre property with frontage on the Port Royal Sound.

Beaufort County is the client, and the intended user(s) include the client and you. It is my understanding that the appraisal report will be used for support in considering funding for an acquisition of the property by the Town of Hilton Head Island.

The property rights appraised are the fee simple interest and the effective date of value is the current date.

This quote is for an appraisal report prepared in conformity with and subject to the requirements of the Code of Professional Ethics and Standards of Professional Conduct of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP). It is subject to the limiting conditions and certifications attached to this quote.

I have no current or prospective interest in the referenced properties or in the Client(s). I have prepared Standard 3 reviews of appraisal reports on this property prepared by Lisa D Nimmich, MAI and Michael C Robinson, MAI within the three-year period immediately preceding the date of this Agreement. In those reviews, I did not provide an opinion of the market value of the property.

My fee(s) for this assignment(s) are not to exceed $3,500 and I anticipate a completion date of about 3 weeks from authorization to proceed which is evidenced by you, returning this quote to me with your signature on the clients behalf. My hourly rate for testimony, preparation for testimony, travel to and from site of testimony, and strategy meetings is $500.

As part of our contract for services, the client(s) will pay all costs and expenses incurred by Valbridge Property Advisors | Charleston, in collecting any unpaid past due amounts from Purchaser hereunder, to include but not limited to court costs, all other expenses, incurred by Valbridge Property Advisors | Charleston in litigation, and a reasonable attorney fee. The aggregate amount of all fees and expenses for which Valbridge Property Advisors | Charleston, is entitled to reimbursement shall be added to, and become a part of any judgment entered against Client and in favor of Valbridge Property Advisors | Charleston.

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CHARLESTON

Late payments shall draw interest at the rate of 1.5% per month from the due date. Accrued interest is immediately due and payable, and interest shall accrue on unpaid at the rate of 1.5% per month until paid in full. Interest will accrue on any judgment obtained by Valbridge Property Advisors | Charleston, for payment and interest due at the rate of 18% per annum. Any payments received shall be applied first to the reduction of interest then to the principal.

Once again, thank you for the opportunity to submit this fee quote. Please contact me if you need any additional information.

Respectfully submitted,
Valbridge Property Advisors | Charleston

Pledger M. "Jody" Bishop III, MAI, SRA, AI-GRS, CRE
SC State Certified General
Real Estate Appraiser
License #CG795

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Valbridge PROPERTY ADVISORS CHARLESTON

AGREED AND ACCEPTED

_____
M Jeffrey Vinzani on behalf of
Beaufort County

_____
Date

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INDEPENDENT VALUATIONS FOR A VARIABLE WORLD



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Business Administration
University of South Carolina

www.valbridge.com

Pledger M (Jody) Bishop III, MAI, SRA, AI-GRS, CRE

Senior Managing Director
Valbridge Property Advisors | Charleston

MEMBERSHIPS & AFFILIATIONS

Appraisal Institute, Member

- 2022 President of The Appraisal Institute
- 2021 President Elect
- 2022 Vice President
- AI-GRS Designation, 2018
- MAI Designation, 1995
- SRA Designation, 1989
- Chair General Demonstration Appraisal Grading Panel, 2017-2020
- Audit Committee Member, 2018-2019
- Edward W "Lalo" Adams Outstanding Board Service Award, 2018
- AI Presidents Award, 2017
- Region IX Director, 2014-2018
- ADQC Member 2009-2012
- South Carolina Chapter President, 2010
- SC Chapter 1st Vice President, 2009
- SC Chapter 2nd Vice President, 2008
- SC Chapter Treasurer, 2007
- SC Chapter Secretary, 2006
- LDAC Discussion Leader 2005

National Association of Realtors

- CRE Designation, 2003

Charleston Trident Board of Realtors

- Board of Director Multiple Listing System
- Board of Realtors Professional Standards Committee
- Board of Realtors Grievance Committee

Elder Mount Pleasant Presbyterian Church,1998-2002
Member Charleston County Board of Assessment Appeals, 1993-1996

EXPERIENCE

Valbridge Property Advisors| Charleston - Senior Managing Director,2013-Present
Atlantic Appraisals, LLC – Associate 1990-1995 - Principal 1995 – 2013
Appraisal Consultants, Inc – 1986 – 1990
Charleston County Assessor's Office – 1984 - 1986

Testified before Congress - House Rep Maxine Waters HFSC Hearing in 2022
Recognized as Expert Witness in various Courts of Law
Experienced in valuation of various commercial and residential Real Estate property
Experienced with property valuations for Preservation and Conservation Easements
Experienced with Valuation Review and Consulting assignments
Experienced with Valuations and Consultation for Property Tax Appeal

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Pledger M (Jody) Bishop III, MAI, SRA, AI-GRS, CRE
Senior Managing Director
Valbridge Property Advisors | Charleston







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REVIEW APPRAISER'S GENERAL ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal review report is subject to the following general assumptions, and limiting conditions and additional terms:

- Any use of or reliance on this review by any party, regardless of whether the use or reliance is authorized or known by the Reviewer, constitutes acceptance of these assumptions, limiting conditions and additional terms as well as all other assumptions, limiting conditions or additional terms stated in the report.
- The legal description – if furnished to us – is assumed to be correct.
- No responsibility is assumed for legal matters, questions of survey or title, soil or subsoil conditions, engineering, availability or capacity of utilities, or other similar technical matters. The appraisal review does not constitute a survey of the subject property. All existing liens and encumbrances have been disregarded and the property is assumed to be free and clear, under responsible ownership and competent management unless otherwise noted in the review report.
- Unless otherwise noted, the appraisal review will consider the property as though free of contamination. Valbridge Property Advisors | Charleston will conduct no hazardous materials or contamination inspection of any kind. It is recommended that the client hire an expert if the presence of hazardous materials or contamination poses any concern.
- Any stamps and/or consideration placed on deeds if considered in connection with this review are assumed to be in correct relationship to the actual dollar amount of the transaction.
- Unless otherwise noted, it is assumed there are no encroachments, zoning violations, or Americans with Disabilities Act or similar violations affecting the properties.
- Unless expressly specified in the engagement letter, the fee for this appraisal review does not include the attendance or giving of testimony by Reviewer at any court, regulatory, or other proceedings, or any conferences or other work in preparation for such proceeding. If any partner or employee of Valbridge Property Advisors | Atlantic Appraisals, LLC is asked or required to appear and/or testify at any deposition, trial, or other proceeding about the preparation, conclusions or any other aspect of this assignment, client shall compensate Reviewer for the time spent by the partner or employee in appearing and/or testifying and in preparing to testify according to the Reviewer's then current hourly rate plus reimbursement of expenses.
- The information, estimates and opinions, which were obtained from sources outside of this office, are considered reliable. However, no liability for them can be assumed by the reviewer.
- No party may publicly distribute or publish any part of, or all, of this review report through advertising, public relations, news, media, sales materials or offering memoranda without the prior written consent and approval of the Reviewer. Any party who distributes or publishes the review report without such authorization agrees to indemnify and hold the Review Appraiser (and his or her affiliated firm) harmless from and against all damages, liabilities, losses, causes of actions, expenses, claims and costs, including attorneys' fees, incurred in the investigation and/or defense

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of any claim arising from or in any way connected to the unauthorized use, distribution or publication.

- No claim is intended to be expressed for matters of expertise that would require specialized investigation or knowledge beyond that ordinarily employed by real estate review appraisers. We claim no expertise in areas such as, but not limited to, legal, survey, structural, environmental, pest control, mechanical, etc.

- This appraisal review was prepared for the sole and exclusive use of the client for the function outlined herein. Any party who is not the client or intended user identified in the appraisal review or engagement letter is not entitled to rely upon the contents of the appraisal review without express written consent of Valbridge Property Advisors | Atlantic Appraisals, LLC and Client. The Client shall not include partners, affiliates, or relatives of the party addressed herein. The review appraiser assumes shall have no obligation, liability, or accountability to any third party other than the client identified in the review report.

- Distribution of this review report is at the sole discretion of the client, but third parties not listed as an intended user on the face of the appraisal review or the engagement letter may not rely upon the contents of the appraisal review. In no event shall client give a third-party a partial copy of the appraisal review report. We will make no distribution of the review report without the specific direction of the client.

- This appraisal review shall be used only for the function outlined herein, unless expressly authorized by Valbridge Property Advisors | Charleston .

- This appraisal review shall be considered in its entirety. No part thereof shall be used separately or out of context.

- Unless otherwise noted in the body of this review report, this appraisal review assumes that the subject property does not fall within the areas where mandatory flood insurance is effective. Unless otherwise noted, we have not completed, nor have we contracted to have completed an investigation to identify and/or quantify the presence of non-tidal wetland conditions on the properties. Because the review appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.

- Any flood maps if pertinent to the review are not site specific. We are not qualified to confirm the location of the subject property in relation to flood hazard areas based on the FEMA Flood Insurance Rate Maps or other surveying techniques. It is recommended that the client obtain confirmation of the properties' flood zone classifications from a licensed surveyor.

- It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures which would render it more or less valuable. No responsibility is assumed for such conditions or for engineering which may be required to discover them.

- This appraisal review does not guarantee compliance with building code and life safety code requirements of the local jurisdiction. It is assumed that all required licenses, consents, certificates

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of occupancy or other legislative or administrative authority from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value conclusion contained in this report is based unless specifically stated to the contrary.

- The data gathered during this assignment (except data furnished by the Client) shall remain the property of the Review Appraiser. The review appraiser will not violate the confidential nature of the appraiser-client relationship by improperly disclosing any confidential information furnished to the review appraiser. Notwithstanding the foregoing, the Review Appraiser is authorized by the client to disclose all or any portion of the appraisal review and related appraisal review data to appropriate representatives of the Appraisal Institute if such disclosure is required to enable the appraiser to comply with the Bylaws and Regulations of such Institute now or hereafter in effect.

- Any claim or dispute relating to this appraisal review over matters in which damages in excess of $5,000 are demanded shall/will be submitted for resolution by arbitration. This includes fee disputes and any claim of malpractice. The arbitrator shall be mutually selected. If Valbridge Property Advisors | Charleston and the client cannot agree on the arbitrator, the presiding head of the Local County Mediation & Arbitration panel shall select the arbitrator. Such arbitration shall be binding and final. In agreeing to arbitration, we both acknowledge that, by agreeing to binding arbitration, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. In the event that the client, or any other party, makes a claim against Charleston or any of its employees in connections with or in any way relating to this assignment, the maximum damages recoverable by such claimant shall be the amount actually received by Valbridge Property Advisors | Charleston for this assignment, and under no circumstances shall any claim for consequential damages be made.

- Valbridge Property Advisors | Charleston shall have no obligation, liability, or accountability to any third party. Any party who is not the "client" or intended user identified on the face of the review appraisal or in the engagement letter is not entitled to rely upon the contents of the review appraisal without the express written consent of Valbridge Property Advisors | Charleston . "Client" shall not include partners, affiliates, or relatives of the party named in the engagement letter. Client shall hold Valbridge Property Advisors | Charleston and its employees harmless in the event of any lawsuit brought by any third party, lender, partner, or part-owner in any form of ownership or any other party because of this review assignment. The client also agrees that in case of lawsuit arising from or in any way involving these appraisal review services, client will hold Valbridge Property Advisors | Charleston harmless from and against any liability, loss, cost, or expense incurred or suffered by Valbridge Property Advisors | Charleston in such action, regardless of its outcome.

- The Valbridge Property Advisors office responsible for the preparation of this report is independently owned and operated by Charleston Neither Valbridge Property Advisors, Inc., nor any of its affiliates has been engaged to provide this report. Valbridge Property Advisors, Inc. does not provide valuation services, and has taken no part in the preparation of this report.

- If any claim is filed against any of Valbridge Property Advisors, Inc., a Florida Corporation, its affiliates, officers or employees, or the firm providing this report, in connection with, or in any way

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arising out of, or relating to, this report, or the engagement of the firm providing this report, then (1) under no circumstances shall such claimant be entitled to consequential, special or other damages, except only for direct compensatory damages, and (2) the maximum amount of such compensatory damages recoverable by such claimant shall be the amount actually received by the firm engaged to provide this report.

- This report and any associated work files may be subject to evaluation by Valbridge Property Advisors, Inc., or its affiliates, for quality control purposes.

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CERTIFICATION – PLEDGER M. BISHOP, III

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- The undersigned Pledger M. Bishop, III has not performed services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice.
- Pledger M. Bishop, III has not personally inspected the properties.
- No one provided significant real property appraisal assistance to those signing this certification, unless otherwise noted.
- The reported analyses, opinions and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute.
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of the date of this report, Pledger M. Bishop, III completed the continuing education program for Designated Members of the Appraisal Institute.

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Glossary

Definitions are taken from The Dictionary of Real Estate Appraisal, 7th Edition (Dictionary), the Uniform Standards of Professional Appraisal Practice (USPAP), and Building Owners and Managers Association International (BOMA).

Absolute Net Lease
A lease in which the tenant pays all expenses including structural maintenance, building reserves, and management; often a long-term lease to a credit tenant. (Dictionary)

Amortization
The process of retiring a debt or recovering a capital investment, typically through scheduled, systematic repayment of the principal; a program of periodic contributions to a sinking fund or debt retirement fund. (Dictionary)

As Is Market Value
The estimate of the market value of real property in its current physical condition, use, and zoning as of the appraisal date. (Interagency Appraisal and Evaluation Guidelines) Note that the use of the "as is" phrase is specific to appraisal regulations pursuant to FIRREA applying to appraisals prepared for regulated lenders in the United States. The concept of an "as is" value is not included in the Standards of Valuation Practice of the Appraisal Institute, Uniform Standards of Professional Appraisal Practice, or International Valuation Standards. (Dictionary)

Base Rent
The minimum rent stipulated in a lease. (Dictionary)

Base Year
The year on which escalation clauses in a lease are based. (Dictionary)

Building Common Area
In office buildings, the areas of the building that provide services to building tenants but that are not included in the office area or store area of any specific tenant. These areas may include, but shall not be limited to, main and auxiliary lobbies, atrium spaces at the level of the finished floor, concierge areas or security desks, conference rooms, lounges or vending areas, food service facilities, health or fitness centers, daycare facilities, locker or shower facilities, mail rooms, fire control rooms, fully enclosed courtyards outside the exterior walls, and building core and service areas such as fully enclosed mechanical or equipment rooms. Specifically excluded from building common area are floor common areas, parking space, portions of loading docks outside the building line, and major vertical penetrations. (BOMA)

Building Rentable Area
The sum of all floor rentable areas. Floor rentable area is the result of subtracting from the gross measured area of a floor the major vertical penetrations on that same floor. It is generally fixed for the life of the building and is rarely affected by changes in corridor size or configuration. (BOMA)

Bulk Value
The value of multiple units, subdivided plots, or properties in a portfolio as though sold together in a single transaction. (Dictionary)

Certificate of Occupancy (COO)
A formal written acknowledgment by an appropriate unit of local government that a new construction or renovation project is at the stage where it meets applicable health and safety codes and is ready for commercial or residential occupancy. (Dictionary)

Common Area Maintenance (CAM)
The expense of operating and maintaining common areas; may or may not include management charges and usually does not include capital expenditures on tenant improvements or other improvements to the property. (Dictionary)

The amount of money charged to tenants for their shares of maintaining a [shopping] center's common area. The charge that a tenant pays for shared services and facilities such as electricity, security, and maintenance of parking lots. Items charged to common area maintenance may include cleaning services, parking lot sweeping and maintenance, snow removal, security, [amenities,] and upkeep. (ICSC – International Council of Shopping Centers, 4th Ed.)

Condominium
An attached, detached, or stacked unit within or attached to a structure with common areas that are held as tenants in common (an undivided interest) with other owners in the project. The units can be residential, commercial, industrial, or parking spaces or boat docks. These units are commonly defined by state laws in their locations. Because units can be stacked on top of other units, these units can be defined both vertically and horizontally. (Dictionary)

Conservation Easement

An interest in real estate restricting future land use to preservation, conservation, wildlife habitat, or some combination of those uses. A conservation easement may permit farming, timber harvesting, or other uses of a rural nature as well as some types of conservation-oriented development to continue, subject to the easement. (Dictionary)

Contributory Value

A type of value that reflects the amount a property or component of a property contributes to the value of another asset or to the property as a whole.

The change in the value of a property as a whole, whether positive or negative, resulting from the addition or deletion of a property component. Also called deprival value in some countries. (Dictionary)

Debt Coverage Ratio (DCR)

The ratio of net operating income to annual debt service (DCR = NOI÷I_m), which measures the relative ability of a property to meet its debt service out of net operating income; also called *debt service coverage ratio (DSCR).* A larger *DCR* typically indicates a greater ability for a property to withstand a reduction of income, providing an improved safety margin for a lender. (Dictionary)

Deed Restriction

A provision written into a deed that limits the use of land. Deed restrictions usually remain in effect when title passes to subsequent owners. (Dictionary)

Depreciation

In appraisal, a loss in property value from any cause; the difference between the cost of an improvement on the effective date of the appraisal and the value of the improvement on the same date.

In accounting, an allocation of the original cost of an asset, amortizing the cost over the asset's life; calculated using a variety of standard techniques. (Dictionary)

Disposition Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a specified time, which is shorter than the typical exposure time for such a property in that market.
2. The property is subjected to market conditions prevailing as of the date of valuation;
3. Both the buyer and seller are acting prudently and knowledgeably;
4. The seller is under compulsion to sell;
5. The buyer is typically motivated;
6. Both parties are acting in what they consider to be their best interests;
7. An adequate marketing effort will be made during the exposure time;
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto; and
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

This definition can also be modified to provide for valuation with specified financing terms. (Dictionary)

Double Net (Net Net) Lease

An alternative term for a type of net lease. In some markets, a net net lease is defined as a lease in which the tenant is responsible to pay both property taxes and premiums for insuring the building(s). (Valbridge)

(The market definition of a double net lease varies depending on the market)

Easement

The right to use another's land for a stated purpose. (Dictionary)

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EIFS
Exterior Insulation Finishing System. This is a type of exterior wall cladding system. Sometimes referred to as dry-vit.

Effective Date
1. The date on which the appraisal opinion applies. (SVP)
2. The date to which an appraiser's analyses, opinions, and conclusions apply; also referred to as date of value. (USPAP, 2020-2021 ed.)
3. The date that a lease goes into effect. (Dictionary)

Effective Gross Income (EGI)
The anticipated income from all operations of the real estate after an allowance is made for vacancy and collection losses and an addition is made for any other income. (Dictionary)

Effective Rent
Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions; the rent that is effectively paid by a tenant net of financial concessions provided by a landlord. (TIs). (Dictionary)

EPDM
Ethylene Propylene Diene Monomer Rubber. A type of synthetic rubber typically used for roof coverings.

Escalation Clause
A clause in an agreement that provides for the adjustment of a price or rent based on some event or index. e.g., a provision to increase rent if operating expenses increase; also called *escalator clause, expense recovery clause or stop clause*. (Dictionary)

Estoppel Certificate
A signed statement by a party (such as a tenant or a mortgagee) certifying, for another's benefit, that certain facts are correct, such as that a lease exists, that there are no defaults, and that rent is paid to a certain date. (Black's) In real estate, a buyer of rental property typically requests estoppel certificates from existing tenants. Sometimes referred to as an *estoppel letter*. (Dictionary)

Excess Land
Land that is not needed to serve or support the existing use. The highest and best use of the excess land may or may not be the same as the highest and best use of the improved parcel. Excess land has the potential to be sold separately and is valued separately. (Dictionary)

Excess Rent
The amount by which contract rent exceeds market rent at the time of the appraisal; created by a lease favorable to the landlord (lessor) and may reflect unusual management, unknowledgeable or unusually motivated parties, a lease execution in an earlier, stronger rental market, or an agreement of the parties. (Dictionary)

Expense Stop
A clause in a lease that limits the landlord's expense obligation, which results in the lessee paying operating expenses above a stated level or amount. (Dictionary)

Exposure Time
1. The time a property remains on the market.
2. An opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal. (USPAP, 2020-2021 ed.)

Extraordinary Assumption
An assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.

Comment: Uncertain information might include physical, legal, or economic characteristics of the subject property; or conditions external to the property, such as market conditions or trends; or the integrity of data used in an analysis. (USPAP)

Fee Simple Estate
Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat. (Dictionary)

Floor Common Area
In an office building, the areas on a floor such as washrooms, janitorial closets, electrical rooms, telephone rooms, mechanical rooms, elevator lobbies, and public corridors which are available primarily for the use of tenants on that floor. In essence, floor common area represents all of the area on the floor that is common to that respective floor with the exception of those areas that penetrate through the floor, such as the elevator shaft and stairwell. The significant point to be made is that floor common area is not part of the tenant's usable area. (BOMA)

Full Service (Gross) Lease
A lease in which the landlord receives stipulated rent and is obligated to pay all of the property's operating and fixed expenses; also called a *full service lease*. (Dictionary)

Furniture, Fixtures, and Equipment (FF&E)
Business trade fixtures and personal property, exclusive of inventory. (Dictionary)

Going-Concern Value
An outdated label for the market value of all the tangible and intangible assets of an established and operating business with an indefinite life, as if sold in aggregate; more accurately termed the *market value of the going concern* or *market value of the total assets of the business.* (Dictionary)

Gross Building Area (GBA)
1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
2. Gross leasable area plus all common areas.
3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the superstructure and substructure basement; typically does not include garage space. (Dictionary)

Gross Measured Area
The total area of a building enclosed by the dominant portion (the portion of the inside finished surface of the permanent outer building wall which is 50 percent or more of the vertical floor-to-ceiling dimension, at the given point being measured as one moves horizontally along the wall), excluding parking areas and loading docks (or portions of same) outside the building line. It is generally not used for leasing purposes and is calculated on a floor by floor basis. (BOMA)

Gross Up Method
A method of calculating variable operating expenses in income-producing properties when less than 100% occupancy is assumed. Expenses reimbursed based on the amount of occupied space, rather than on the total building area, are described as "grossed up." (Dictionary)

Gross Sellout Value (Sum of the Retail Values)
The sum of the separate and distinct market value opinions for each of the units in a condominium, subdivision development, or portfolio of properties, as of the date of valuation. The aggregate of retail values does not represent the value of all the units as though sold together in a single transaction; it is simply the total of the individual market value conclusions. An appraisal has an effective date, but summing the sale prices of multiple units over an extended period of time will not be the value on that one day unless the prices are discounted to make the value equivalent to what another developer or investor would pay for the bulk purchase of the units. Also called the *aggregate of the retail values, aggregate retail selling price or sum of the retail values.* (Dictionary)

Ground Lease
A lease that grants the right to use and occupy land. Improvements made by the ground lessee typically revert to the ground lessor at the end of the lease term. (Dictionary)

Ground Rent
The rent paid for the right to use and occupy land according to the terms of a ground lease; the portion of the total rent allocated to the underlying land. (Dictionary)

HVAC

Heating, ventilation, air conditioning (HVAC) system. A unit that regulates the temperature and distribution of heat and fresh air throughout a building. (Dictionary)

Highest and Best Use

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use of for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS)
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions) (Dictionary)

Hypothetical Condition

1. A condition that is presumed to be true when it is known to be false. (SVP)
2. A condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.

Comment: Hypothetical conditions are contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. (USPAP)

Insurable Value (Replacement Cost for Insurance Purposes)

The estimated cost, at current prices as of the effective date of valuation, of a substitute for the building being valued, using modern materials and current standards, design, and layout for insurance coverage purposes guaranteeing that damaged property is replaced with new property (i.e., depreciation is not deducted). (Dictionary)

Investment Value

1. The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. (Dictionary)
2. The value of an asset to the owner or a prospective owner given individual investment or operational objectives (may also be known as worth). (IVS)

Just Compensation

In condemnation, the amount of loss for which a property owner is compensated when his or her property is taken. Just compensation should put the owner in as good a position pecuniarily as he or she would have been if the property had not been taken. (Dictionary)

Leased Fee Interest

The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires. (Dictionary)

Leasehold Interest (Leasehold Estate)

The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease. (Dictionary)

See also Positive Leasehold and Negative Leasehold.

Lessee (Tenant)

One who has the right to occupancy and use of the property of another for a period of time according to a lease agreement. (Dictionary)

Lessor (Landlord)

One who conveys the rights of occupancy and use to others under a lease agreement. (Dictionary)

Liquidation Value

The most probable price that a specified interest in property should bring under the following conditions:

1. Consummation of a sale within a short time period.

2. The property is subjected to market conditions prevailing as of the date of valuation.
3. Both the buyer and seller are acting prudently and knowledgeably.
4. The seller is under extreme compulsion to sell.
5. The buyer is typically motivated.
6. Both parties are acting in what they consider to be their best interests.
7. A normal marketing effort is not possible due to the brief exposure time.
8. Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto.
9. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary)

Loan to Value Ratio (LTV)

The ratio between a mortgage loan and the value of the property pledged as security, usually expressed as a percentage. (Dictionary)

Major Vertical Penetrations

Stairs, elevator shafts, flues, pipe shafts, vertical ducts, and the like, and their enclosing walls. Atria, lightwells and similar penetrations above the finished floor are included in this definition. Not included, however, are vertical penetrations built for the private use of a tenant occupying office areas on more than one floor. Structural columns, openings for vertical electric cable or telephone distribution, and openings for plumbing lines are not considered to be major vertical penetrations. (BOMA)

Market Rent

The most probable rent that a property should bring in a competitive and open market under all the conditions requisite to a fair lease transaction, the lessee and the lessor each acting prudently and knowledgeably, and assuming the rent is not affected by undue stimulus. Implicit in this definition is the execution of a lease as of a specified date under conditions whereby:

1. Lessee and lessor are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their best interests;
3. Payment is made in terms of cash or in terms of financial arrangements comparable thereto; and
4. The rent reflects specified terms and conditions, such as permitted uses, use restrictions, expense obligations, duration, concessions, rental adjustments and revaluations, renewal and purchase options, and tenant improvements (TIs). (Appraisal Institute)

Market Value

The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States: The most probable price that a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. (Dictionary; 12 C.F.R. Part 34.42(g); 55 Federal Register 34696, August 24, 1990, as amended at 57 Federal Register 12202, April 9, 1992; 59 Federal Register 29499, June 7, 1994)

Marketing Time

An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time,

which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of the Appraisal Foundation)

Master Lease

1. A lease in which a part or the entire property is leased to a single entity (the master lessee) in return for a stipulated rent. The master lessee then subleases the property to multiple tenants.
2. The first lease in a sandwich lease. (Dictionary)

Modified Gross Lease

A lease in which the landlord receives stipulated rent and is obligated to pay some, but not all, of the property's operating and fixed expenses. Since assignment of expenses varies among modified gross leases, expense responsibility must always be specified. In some markets, a modified gross lease may be called a *double net lease, net net lease, partial net lease, or semi-gross le*ase. (Dictionary)

Negative Leasehold

A lease situation in which the market rent is less than the contract rent. (Dictionary)

Operating Expense Ratio

The ratio of total operating expenses to effective gross income (*TOE/EGI*); the complement of the net income ratio, i.e., *OER = 1 – NIR* (Dictionary)

Option

A legal contract, typically purchased for a stated consideration, that permits but does not require the holder of the option (known as the *optionee*) to buy, sell, or lease real estate for a stipulated period of time in accordance with specified terms; a unilateral right to exercise a privilege. (Dictionary)

Partial Interest

Divided or undivided rights in real estate that represent less than the whole, i.e., a fractional interest such as a tenancy in common or easement. (Dictionary)

Pass Through

A tenant's portion of operating expenses that may be composed of common area maintenance (CAM), real property taxes, property insurance, and any other expenses determined in the lease agreement to be paid by the tenant. (Dictionary)

Percentage Lease

A lease in which the rent or some portion of the rent represents a specified percentage of the volume of business, productivity, or use achieved by the tenant. (Dictionary)

Positive Leasehold

A lease situation in which the market rent is greater than the contract rent. (Dictionary)

Potential Gross Income (PGI)

The total income attributable to property at full occupancy before vacancy and operating expenses are deducted. (Dictionary)

Prospective Opinion of Value

A value opinion effective as of a specified future date. The term does not define a type of value. Instead, it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy. (Dictionary)

Replacement Cost

The estimated cost to construct, at current prices as of a specific date, a substitute for a building or other improvements, using modern materials and current standards, design, and layout. (Dictionary)

Reproduction Cost

The estimated cost to construct, at current prices as of the effective date of the appraisal, an exact duplicate or replica of the building being appraised, using the same materials, construction standards, design, layout, and quality of workmanship and embodying all of the deficiencies, superadequacies, and obsolescence of the subject building. (Dictionary)

Retrospective Value Opinion
A value opinion effective as of a specified historical date. The term *retrospective* does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion." (Dictionary)

Sandwich Leasehold Estate
The interest held by the sandwich leaseholder when the property is subleased to another party; a type of leasehold estate. (Dictionary)

Sublease
An agreement in which the lessee in a prior lease conveys the right of use and occupancy of a property to another, the sublessee, for a specific period of time, which may or may not be coterminous with the underlying lease term. (Dictionary)

Subordination
A contractual arrangement in which a party with a claim to certain assets agrees to make that claim junior, or subordinate, to the claims of another party. (Dictionary)

Surplus Land
Land that is not currently needed to support the existing use but cannot be separated from the property and sold off for another use. Surplus land does not have an independent highest and best use and may or may not contribute value to the improved parcel. (Dictionary)

TPO
Thermoplastic polyolefin, a resilient synthetic roof covering.

Triple Net (Net Net Net) Lease
An alternative term for a type of net lease. In some markets, a net net net lease is defined as a lease in which the tenant assumes all expenses (fixed and variable) of operating a property except that the landlord is responsible for structural maintenance, building reserves, and management; also called *NNN lease, net net net lease, or fully net lease*. (Dictionary)

(The market definition of a triple net lease varies; in some cases tenants pay for items such as roof repairs, parking lot repairs, and other similar items.)

Usable Area
The measured area of an office area, store area, or building common area on a floor. The total of all the usable areas for a floor shall equal floor usable area of that same floor. (BOMA)

Value-in-Use
1. The amount determined by discounting the future cash flows (including the ultimate proceeds of disposal) expected to be derived from the use of an asset at an appropriate rate that allows for the risk of the activities concerned. (FASB Accounting Standards Codification, Master Glossary)
2. Formerly used in valuation practice as a synonym for *contributory value* or *use value*. (Dictionary)

VTAB (Value of the Total Assets of a Business)
The total amount that the real property, tangible personal property, and intangible property assets of a business would sell for in an asset-based transaction. (Dictionary)

Qualifications

Valbridge PROPERTY ADVISORS

INDEPENDENT VALUATIONS FOR A VARIABLE WORLD



Pledger M (Jody) Bishop III, MAI, SRA, AI-GRS, CRE
Valbridge Property Advisors | Charleston
jbishop@valbridge.com

1250 Fairmont Avenue
Mount Pleasant, SC 29464

Main: 843.884.1266
Direct: 843.568.3740
Fax: 843.881.7532

STATE CERTIFICATIONS
South Carolina
North Carolina
Georgia

EDUCATION
Bachelor of Science
Business Administration
University of South Carolina

www.valbridge.com

Pledger M (Jody) Bishop III, MAI, SRA, AI-GRS, CRE

CEO and President – Valbridge Property Advisors Franchising Systems

Senior Managing Director
Valbridge Property Advisors | Charleston

MEMBERSHIPS & AFFILIATIONS

Appraisal Institute, Member

- 2022 President of The Appraisal Institute
- 2021 President Elect
- 2022 Vice President
- AI-GRS Designation, 2018
- MAI Designation, 1995
- SRA Designation, 1989
- Chair General Demonstration Appraisal Grading Panel, 2017-2020
- Audit Committee Member, 2018-2019
- Edward W "Lalo" Adams Outstanding Board Service Award, 2018
- AI Presidents Award, 2017
- Region IX Director, 2014-2018

National Association of Realtors

- CRE Designation, 2003

Charleston Trident Board of Realtors

- Board of Director Multiple Listing System
- Board of Realtors Professional Standards Committee
- Board of Realtors Grievance Committee

Elder Mount Pleasant Presbyterian Church
Member Charleston County Board of Assessment Appeals, 1993-1996

EXPERIENCE

Valbridge Property Advisors| Charleston - Senior Managing Director,2013-Present

Atlantic Appraisals, LLC – Associate 1990-1995 - Principal 1995 – 2013

Appraisal Consultants, Inc – 1986 – 1990

Charleston County Assessor's Office – 1984 - 1986

Testified in US HFSC Hearing Chaired by Representative Maxine Waters

Recognized as Expert Witness in various Courts of Law

Experienced in valuation of various commercial and residential Real Estate property including property valuations for Preservation and Conservation Easements, Valuation Review and Consulting assignments, and Valuations and Consultation for Property Tax Appeal



South Carolina Department of Labor, Licensing and Regulation
Real Estate Appraisers Board
CERTIFIES THAT:
PLEDGER M BISHOP III
IS AUTHORIZED TO PRACTICE
Certified General Appraiser

LICENSE NO.
AB .795 CG

EXPIRATION DATE: 06/30/2026



STATE OF GEORGIA
REAL ESTATE APPRAISERS BOARD

PLEDGER M BISHOP III

259826

CERTIFIED GENERAL REAL PROPERTY APPRAISER



NORTH CAROLINA
APPRAISAL BOARD

APPRAISER QUALIFICATION CARD

REGISTRATION / LICENSE / CERTIFICATE HOLDER
PLEDGER M BISHOP III

24 25

A5208
APPRAISER NUMBER

G
TYPE

Y
NATIONAL REGISTRY

Appraiser's Signature

Executive Director

EXPIRES JUNE 30, 2025

COUNTY COUNCIL OF BEAUFORT COUNTY
OFFICE OF THE COUNTY ADMINISTRATOR
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX
100 RIBAUT ROAD
POST OFFICE DRAWER 1228
BEAUFORT, SOUTH CAROLINA 29901-1228
TELEPHONE: (843) 255-2023
FAX: (843) 255-9403
www.beaufortcountysc.gov

CHERYL H. HARRIS
EXECUTIVE ASSISTANT

MICHAEL R. MOORE
COUNTY ADMINISTRATOR

December 12, 2024

Marc Orlando
Town Manager
Town of Hilton Head Island
One Town Center Court
Hilton Head Island, SC 29928

Re: Beaufort County Green Space Program Mitchelville Road Appraisals

Dear Marc:

I am in receipt of your letter dated December 2, 2024, in which you sought clarification on the collaboration between Beaufort County and the Town of Hilton Head Island in selecting a third-party appraiser to review the two appraisal reports for the 26 acres that was recently acquired by the Town on Mitchelville Road.

At the September 9, 2024, Beaufort County Community Services and Land Use Committee the Committee voted to authorize the expenditure for up to $10,000 for a Review of the two appraisals. They specifically did not authorize a third appraisal at that time. The Committee Chairman recommended against a third appraisal and requested on a Review of the two appraisals be authorized. The Review of the two appraisals was discussed at the December 6, 2024, Green Space Committee meeting and the committee recommended that a third appraisal be authorized by County Council.

The Committee Chairman requested that the Deputy County Attorney attempt to have the matter added to the December 9 Council meeting to expedite the matter. The Chairman of County Council authorized it to be added to the agenda and Council discussed the Green Space Committee recommendation that Council consider authorizing a third appraisal if certain conditions are agreed to by the Town of Hilton Head Island. Council discussed the matter and then voted to authorize a third appraisal if the Town agrees to certain conditions. The conditions which Council directed that the Town must agree to are that:

Office of the County Administrator

1) The Town agree in writing that the valuation price that comes in from this third appraisal is the price to be used to determine the amount the County shall contribute toward the purchase of the Mitchelville property from the Green Space program.
2) The County shall select the appraiser for the third appraisal.
3) The County shall not contribute any additional amount toward the purchase of the Mitchellville property than the value determined in this third appraisal; and
4) The third appraisal shall be brought to the Community Services and Land Use Committee for discussion after the Green Space Committee reviews it and makes their recommendations to County Council.

It was conveyed to Council that the amount previously authorized to review the appraisals should be sufficient to cover the cost of a third appraisal, so the Green Space program will pay the costs for a third appraisal.

I hope this information addresses the questions raised in your letter. I am happy to discuss this further at your convenience.

Sincerely,

Michael R. Moore
Beaufort County Administrator

Copy to:
Beaufort County Council Members
County Attorney
Chairman, Green Space Committee

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928
(843) 341-4600 Fax (843) 842-7728
www.hiltonheadislandsc.gov

Alan R. Perry
Mayor

Alexander Brown, Jr.
Mayor ProTem

_____
Council Members

Patsy Brison
Steve DeSimone
Tamara Becker
Steve Alfred
Melinda Tunner

_____
Marc Orlando
Town Manager

January 28, 2025

Michael Moore,
County Administrator
Beaufort County
Post Office Drawer 1228
Beaufort, SC 29901

Re: Beaufort County Green Space Program Mitchelville Road Appraisals

Dear Mike,

I am following up on your letter dated December 12, 2024, regarding collaboration between Beaufort County and the Town of Hilton Head Island in resolving the discrepancies between the two appraisal reports for the 26 acres recently acquired on Mitchelville Road.

As previously discussed, the purchase price was based on the first appraisal that was prepared by Nimmich & Associates, dated October 23, 2023. However, following a second appraisal that was prepared by Charleston Appraisal Services, dated July 20, 2024, the Green Space funds were reduced from $11,745,000 to $9,887,000, creating a $1,858,000 funding gap, which the Town covered to ensure the acquisition proceeded on schedule.

Town Council agrees to the following conditions, as voted on by County Council, with the addition of a fifth condition:

1) The Town agrees in writing that the valuation price that comes in from this third appraisal is the price to be used to determine the amount the County shall contribute toward the purchase of the Mitchelville property from the Green Space program.
2) The County shall select the appraiser for the third appraisal.
3) The County shall not contribute any additional amount toward the purchase of the Mitchellville property than the value determined in this third appraisal.
4) The third appraisal shall be brought to the Community Services and Land Use Committee for discussion after the Green Space Committee reviews it and makes their recommendations to County Council.

5) The Town shall not return Green Space funds if the third appraisal is lower than the second appraisal that was prepared by Charleston Appraisal Services.

Please confirm that County Council agrees to the fifth condition. We look forward to bringing this matter to a fair conclusion.

Sincerely,



Marc Orlando, ICMA-CM
Hilton Head Island Town Manager

cc: Hilton Head Mayor and Town Council Members
Shawn Colin, Assistant Town Manager
Peter Kristian, Green Space Advisory Committee Member

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

FIRST READING OF AN ORDINANCE PLACING LAND PURCHASED BY PROJECT MICRO INTO AN EXISTING MULTI-COUNTY INDUSTRIAL PARK

MEETING NAME AND DATE:

Finance, Administration, and Economic Development Committee November 25, 2024

PRESENTER INFORMATION:

John O'Toole, Executive Director, Beaufort County Economic Development Corporation

10 Minutes

ITEM BACKGROUND:

Placing Project Micro into existing Multi County Industrial Park.

PROJECT / ITEM NARRATIVE:

Placing projects in MCIP will allow the company to take advantage of an additional $1,000 job tax credit per net new job. These credits can be used towards the company's corporate income tax over a five-year period as long as the jobs are maintained.

Project Micro is locating their operations to Beaufort County into an existing facility at Garden's Corner. The company is expected to invest $7.1 million and create 42 new jobs over the next five years.

FISCAL IMPACT:

Allocation of revenue would be 99% to Beaufort County and 1% to Jasper County in the Beaufort County portion of the park and 99% to Jasper County and 1% to Beaufort County in the Jasper County portion of the park. This project would fall within the Beaufort County portion of the park.

STAFF RECOMMENDATIONS TO COUNCIL:

The BCEDC recommends moving forward with the MCIP for Project Micro.

OPTIONS FOR COUNCIL MOTION:

1. Recommend MCIP agreement between Beaufort County and Jasper County to full County Council for approval.
2. Not approve.

ORDINANCE 2025/_____

AN ORDINANCE TO AUTHORIZE AND APPROVE A MULTI-COUNTY PARK AGREEMENT BY AND BETWEEN BEAUFORT COUNTY AND JASPER COUNTY (PROJECT MICRO); TO REQUIRE THE PAYMENT OF A FEE IN LIEU OF AD VALOREM TAXES BY BUSINESSES AND INDUSTRIES LOCATED IN THE PARK; TO PROVIDE FOR THE DISTRIBUTION OF PARK REVENUES WITHIN BEAUFORT COUNTY; AND TO ADDRESS OTHER MATTERS RELATED THERETO.

Be it ordained by the Council of Beaufort County, South Carolina:

Section 1. Findings and Determinations; Purpose.

(a) The Council finds and determines that:

(1) the County is authorized by art. VIII, section 13(D) of the South Carolina Constitution and by Sections 4-1-170, -172 and -175 of the Code of Laws of South Carolina 1976, as amended, to jointly develop, in conjunction with contiguous counties, industrial and business parks ("multi-county parks");

(2) the use of multi-county parks is important in attracting and encouraging the investment and retention of capital and the retention and creation of jobs in the County.

(b) It is the purpose of this ordinance to authorize and approve a multi-county park agreement with Jasper County (the "Park").

Section 2. Approval of Park Agreement; Authority of Officials.

(a) The Council Chair is authorized, empowered and directed, in the name of and on behalf of Beaufort County, to execute, acknowledge, and deliver a Multi-County Park Agreement between Beaufort County, South Carolina and Jasper County, South Carolina (Project Micro) (the "Park Agreement"). The Clerk to Council is authorized to attest the execution of the Park Agreement by the Council Chair. The form of the Park Agreement is attached to this ordinance as Exhibit A and all terms, provisions and conditions of the Park Agreement are incorporated into this ordinance as if the Park Agreement were set out in this ordinance in its entirety. By adoption of this ordinance, Council approves the Park Agreement and all of its terms, provisions and conditions. The Park Agreement is to be in substantially the form as attached to this ordinance and hereby approved, or with such changes therein as the Council Chair determines, upon advice of counsel, necessary and that do not materially change the matters contained in the form of the Park Agreement.

(b) Prior to the execution of the Park Agreement as provided in subsection (a) of this Section 2, the Council Chair is authorized and directed to remove any property from the schedule of properties proposed to be included in the Park if at such time the property is located inside the boundaries of a municipality and the municipality has not consented to the creation of the Park as required by Section 4-1-170(C) of the Code of Laws of South Carolina 1976, as amended, unless the property was previously included in another multi-county park.

(c) Notwithstanding the provisions of subsection (a) of this Section 2, the Council Chair is authorized to execute the Park Agreement only upon the public announcement,

including revelation of the company name, by the Company of its intentions to locate and develop the project on the property described in the Park Agreement.

Section 3. Payment of Fee in Lieu of Tax.

The businesses and industries located in the Park must pay a fee in lieu of *ad valorem* taxes as provided for in the Park Agreement. With respect to properties located in the Beaufort County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Beaufort County and the portion of fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Jasper County shall be thereafter paid by the Treasurer of Beaufort County to the Treasurer of Jasper County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. With respect to properties located in the Jasper County portion of the Park, the fee paid in lieu of *ad valorem* taxes shall be paid to the Treasurer of Jasper County and the portion of the fee in lieu of *ad valorem* taxes allocated pursuant to the Park Agreement to Beaufort County shall thereafter be paid by the Treasurer of Jasper County to the Treasurer of Beaufort County within forty-five (45) business days of receipt for distribution in accordance with the Park Agreement. The provisions of Section 12-2-90, Code of Laws of South Carolina 1976, as amended, or any successor statutes or provisions, apply to the collection and enforcement of the fee in lieu of *ad valorem* taxes.

Section 4. Applicable Ordinances and Regulations.

Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

Section 5. Law Enforcement Jurisdiction.

Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff's Department of Beaufort County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff's Department of Jasper County. If any of the Park properties located in either Beaufort County or Jasper County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

Section 6. Distribution of Revenue.

(a) Revenues generated from industries or businesses located in the Beaufort County portion of the Park to be retained by Beaufort County shall be distributed within Beaufort County in accordance with this subsection:

(1) First, unless Beaufort County elects to pay or credit the same from only those

revenues which Beaufort County would otherwise be entitled to receive as provided under item (3) below, to pay annual debt service on any special source revenue bonds issued by Beaufort County pursuant to, or to be utilized as a credit in the manner provided in Section 4-1-175, Code of Laws of South Carolina 1976, as amended;

(2) Second, at the option of Beaufort County, to reimburse Beaufort County for any expenses incurred by it in the administration, development, operation, maintenance and promotion of the Park or the industries and businesses located therein or for other economic development purposes of Beaufort County; and

(3) Third, to those taxing entities in which the property is located, in the same manner and proportion that the millage levied for the taxing entities would be distributed if the property were taxable for that year.

(b) Notwithstanding any other provision of this section:

(1) all taxing entities which overlap the applicable properties within the Park shall receive at least some portion of the revenues generated from such properties; and

(2) all revenues receivable by a taxing entity in a fiscal year shall be allocated to operations and maintenance and to debt service as determined by the governing body of the taxing entity.

Section 7. Conflicting Provisions.

To the extent this ordinance contains provisions that conflict with provisions contained elsewhere in the Beaufort County Code or other Beaufort County orders, resolutions and ordinances, the provisions contained in this ordinance supersede all other provisions and this ordinance is controlling.

Section 8. Severability.

If any section of this ordinance is, for any reason, determined to be void or invalid by a court of competent jurisdiction, it shall not affect the validity of any other section of this ordinance which is not itself void or invalid.

Section 9. Effective Date.

This ordinance is effective upon third reading.

SIGNATURES FOLLOW ON NEXT PAGE.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chair

ATTEST:

_____
Sarah W. Brock, Clerk to Council

First Reading: _____, 2024
Second Reading: _____, 2024
Public Hearing: _____, 2024
Third and Final Reading: _____, 2024

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Exhibit A to Ordinance No. 2024/ ____

Multi-County Park Agreement
(Project Micro)
between
Beaufort County, South Carolina and Jasper County, South Carolina

See attached.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

MULTI-COUNTY PARK AGREEMENT
(PROJECT MICRO)

between

BEAUFORT COUNTY, SOUTH CAROLINA

and

JASPER COUNTY, SOUTH CAROLINA

Dated as of _____, 2024

Multi-County Park Agreement
Project Micro

This MULTI-COUNTY PARK AGREEMENT (Project Micro) is made and entered into as of the __ day of _____, 2024, by and between BEAUFORT COUNTY, SOUTH CAROLINA ("Beaufort County") and JASPER COUNTY, SOUTH CAROLINA ("Jasper County") (collectively, Beaufort County and Jasper County are the "Parties"), each a body politic and corporate, a political subdivision of the State of South Carolina ("Park Agreement").

In consideration of the mutual agreements, representations and benefits contained in this Park Agreement and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Beaufort County and Jasper County agree as follows:

1. Effective Date. This Park Agreement is effective at 12:00 a.m. (midnight), [_____}, 2024 (the "Effective Date").

2. Authorization. Article VIII, section 13(D) of the South Carolina Constitution and Sections 4-1-170, -172, and -175 of the Code of Laws of South Carolina 1976, as amended (the "MCP Law"), authorizes contiguous counties to jointly develop industrial and business parks within the geographical boundaries of one or more of the participating counties. Beaufort County authorized and approved this Park Agreement by passage of Ordinance No. _____ and Jasper County authorized and approved this Park Agreement by passage of Ordinance No. _____.

3. Purpose. The purpose of this Park Agreement is to *(i)* provide for the establishment of a multi-county park in accordance with the MCP Law and *(ii)* encourage the investment of capital and the creation of jobs in Beaufort County and Jasper County.

4. Agreement to Develop Park. The Parties agree to jointly develop an industrial and business park in accordance with the MCP Law and the terms and conditions of this Park Agreement (the "Park").

5. The Park. (A) *Location.* The Park consists of certain property located in Beaufort County as further identified in Exhibit A (Beaufort County) to this Park Agreement, and property located in Jasper County, as further identified in Exhibit B (Jasper County), to this Park Agreement. The Park may consist of non-contiguous properties within each county. The Parties acknowledge that on the Effective Date, the Park does not contain any property located in Jasper County.

(B) *Addition and Removal of Property.*

(1) *County Action.* Property may be added to or removed from the Park by ordinance of the county in which the subject property is located, provided that the host county shall provide notice to the non-host county as well as revised exhibits pursuant to subsection (2) below.

(2) *Revised Exhibits.* If property is added to or removed from the Park, this Park Agreement is deemed amended and a revised Exhibit A (Beaufort County) or Exhibit B (Jasper County), as applicable, shall be prepared by the county in which the added or removed property is located. The revised exhibit must contain a description or other identification of the properties included in the Park, after the addition or removal. A copy of the revised exhibit shall be provided to the Administrator, Clerk to Council, Assessor, Auditor and Treasurer of Beaufort County and Jasper County.

(3) *Public Hearings and Notice.* Prior to the adoption by either county of an ordinance authorizing the removal of property from the Park, the county council in the county in which the

property to be removed is located, shall hold a public hearing. The county that will conduct the public hearing must give notice of the public hearing by publication in a newspaper of general circulation in the county in which the public hearing will be held at least once and not less than fifteen (15) days prior to the public hearing. Notice of the public hearing shall also be served in the manner of service of process at least fifteen (15) days prior to the public hearing upon the owner of the real property and, if applicable and known, the lessee of any real property which would be removed from the Park.

6. Fee in Lieu of Taxes. Pursuant to article VIII, section 13(D), of the South Carolina Constitution, all property located in the Park is exempt from all *ad valorem* taxation. The owners or lessees of any property situated in the Park shall pay in accordance with this Park Agreement and the MCP Law an amount equivalent to the *ad valorem* property taxes or other in-lieu-of payments that would have been due and payable but for the location of the property within the Park ("Fee in Lieu of Taxes" or "FILOT").

7. Allocation of Expenses. Beaufort County and Jasper County shall bear the expenses for the development, operation, maintenance and promotion of the Park and the cost of providing public services, in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	100%
(2)	Jasper County	0%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	0%
(2)	Jasper County	100%

8. Allocation of Revenues. Beaufort County and Jasper County shall receive an allocation of revenue generated by the Park through payment of Fee in Lieu of Taxes (net of any special source revenue bond payments or special source revenue credits) in the following proportions:

If property is in the Beaufort County portion of the Park:

(1)	Beaufort County	99%
(2)	Jasper County	1%

If property is in the Jasper County portion of the Park:

(1)	Beaufort County	1%
(2)	Jasper County	99%

9. Revenue Allocation Within Each County.

(A) *Host County.* Revenues generated by the Park through the payment of Fee in Lieu of Taxes shall be distributed to Beaufort County and to Jasper County, as applicable, according to the proportions established by Paragraph 8 of this Park Agreement. With respect to revenues allocable to Beaufort County or Jasper County by way of FILOT generated within the respective county (the "Host County"), such revenue shall be distributed within the Host County in the manner provided by ordinance of the council of the Host County; provided, that *(i)* all taxing districts which overlap the applicable revenue-generating portion of the Park shall receive at least some portion of the revenues generated from such portion, and *(ii)* with respect to amounts received in any fiscal year by a taxing entity, the governing body

of the taxing entity shall allocate the revenues received between operations and debt service of the taxing entity. Each Host County is specifically authorized to use a portion of the revenue for economic development purposes as permitted by law and as established by ordinance of the council of the Host County.

(B) *Non-Host County*. Revenues allocable to Beaufort County by way of FILOT generated within Jasper County shall be distributed solely to Beaufort County. Revenues allocated to Jasper County by way of FILOT generated within Beaufort County shall be distributed solely to Jasper County.

10. Fees In Lieu of Taxes Pursuant to Title 4 and Title 12 Code of Laws of South Carolina. The Parties agree that the entry by Beaufort County into any one or more fee in lieu of tax agreements pursuant to Title 4 or Title 12 of the Code of Laws of South Carolina 1976, as amended ("Negotiated Fee-in-Lieu of Tax Agreements"), with respect to property located within the Beaufort County portion of the Park and the terms of those agreements shall be at the sole discretion of Beaufort County. The Parties further agree that entry by Jasper County into any one or more Negotiated Fee-in-Lieu of Tax Agreements with respect to property located within the Jasper County portion of the Park and the terms of those agreements shall be at the sole discretion of Jasper County.

11. Assessed Valuation. For the purpose of calculating the bonded indebtedness limitation and for the purpose of computing the index of taxpaying ability pursuant to Section 59-20-20(3) of the Code of Laws of South Carolina 1976, as amended, allocation of the assessed value of property within the Park to Beaufort County and Jasper County and to each of the taxing entities within the participating counties shall be identical to the allocation of revenue received and retained by each of the counties and by each of the taxing entities within the participating counties, pursuant to Paragraphs 8 and 9 of this Park Agreement.

12. Applicable Regulations. Any applicable ordinances and regulations of Jasper County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Jasper County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply. Any applicable ordinances and regulations of Beaufort County concerning zoning, health and safety, and building code requirements shall apply to the Park properties in Beaufort County unless the properties are within the boundaries of a municipality in which case the municipality's applicable ordinances and regulations shall apply.

13. Law Enforcement Jurisdiction. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Jasper County is vested with the Sheriff's Department of Jasper County. Jurisdiction to make arrests and exercise all authority and power within the boundaries of the Park properties in Beaufort County is vested with the Sheriff's Department of Beaufort County. If any of the Park properties located in either Jasper County or Beaufort County are within the boundaries of a municipality, then jurisdiction to make arrests and exercise law enforcement jurisdiction is vested with the law enforcement officials of the municipality.

14. Severability. If any provision or any part of a provision of this Park Agreement is held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable the remainder of that provision or any other provision or part of a provision of this Park Agreement.

15. Amendments. The provisions of this Park Agreement may be modified or amended only in a writing signed by the Parties.

16. Headings and Catch Lines. The headings of the paragraphs and subparagraphs of this Park Agreement are inserted for convenience only and do not constitute a part of this Park Agreement.

17. Governing Law. This Park Agreement, and all documents executed in connection with it, shall be construed in accordance with and governed by the laws of the State of South Carolina.

18. Counterparts. This Park Agreement may be executed in any number of counterparts, and all of the counterparts taken together constitute one and the same instrument.

19. Binding Agreement. This Park Agreement is binding upon and shall inure to the benefit of the respective Parties.

20. Merger. This Park Agreement, and all documents executed in connection with it, express the entire understanding and all agreements of the Parties with each other, and neither Beaufort County nor Jasper County has made or shall be bound by any agreement or any representation to the other party which is not expressly set forth in this Park Agreement.

21. Waiver. Either party may waive compliance by the other party with any term or condition of this Park Agreement only in a writing signed by the waiving party. The failure or delay on the part of any party hereto in exercising any right, power, or remedy hereunder shall not operate as a waiver thereof, nor shall any single or partial exercise of any such right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy hereunder. No waiver of any provision hereof shall be effective unless the same shall be in writing and signed by the waiving party hereto.

22. Termination.

(A) *Duration and Renewal.* This Park Agreement commences on the Effective Date and shall continue with respect to each parcel included in the Park for at least the duration of any special source revenue credits applicable to such parcel.

(B) *Mutual Termination.* Notwithstanding the provisions of subparagraph (A) of this Paragraph 22, the Parties may mutually agree to terminate this Park Agreement at any time upon passage of an ordinance to that effect by each county and after conducting a public hearing and giving notice as set forth in subparagraph (B)(3) of Paragraph 5 of this Park Agreement.

SIGNATURES FOLLOW ON NEXT PAGE.

WITNESS our hands and seals as of the date first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

By: _____
Joseph Passiment, Chair, County Council

ATTEST:

_____
Sarah W. Brock, Clerk to Council

[Additional Signature Page Follows]

JASPER COUNTY, SOUTH CAROLINA

By: _____
L. Martin Sauls, IV, Chair, County Council

ATTEST:

_____
Wanda Simmons, Clerk to Council

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EXHIBIT A (Beaufort County)

Beaufort County Property

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PROJECT MICRO
LEGAL DESCRIPTION

[_____]

EXHIBIT B (Jasper County)

Jasper County Property

NONE AS OF [_____], 2024

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BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
FIRST READING OF AN ORDINANCE FOR BEAUFORT COUNTY TO ENTER INTO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH PROJECT MICRO
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee – November 25, 2024
PRESENTER INFORMATION:
John O'Toole, Executive Director, Beaufort County Economic Development Corporation 10 Minutes
ITEM BACKGROUND:
Providing a Special Source Revenue Credit (SSRC) to Project Micro. This SSRC will act as a base FILOT equivalent – allowing the company to pay the equivalent of a 6% tax rate over a 20-year period.
PROJECT / ITEM NARRATIVE:
Project Micro is locating their operations to Beaufort County into an existing facility at Garden's Corner. The company is expected to invest $7.1 million and create 42 new jobs over the next five years. Due to the facility being existing versus new construction, they are not eligible for a FILOT agreement. In order to offer benefits on par with a base FILOT, the BCEDC would like to pursue a special source revenue credit that is the tax equivalent to a base FILOT – 6% tax rate over a 20-year period. This will be added to an existing MCIP with Jasper County.
FISCAL IMPACT:
Company will be offered equivalent to base FILOT – 6% over 20-year period.
STAFF RECOMMENDATIONS TO COUNCIL:
The BCEDC recommends moving forward with the SSRC for Project Micro.
OPTIONS FOR COUNCIL MOTION:
1. Recommend SSRC agreement to full County Council for approval. 2. Not approve.

ORDINANCE 2025/_____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A SPECIAL SOURCE REVENUE CREDIT AGREEMENT BY AND AMONG BEAUFORT COUNTY, SOUTH CAROLINA AND PROJECT MICRO, PROVIDING FOR THE ISSUANCE OF SPECIAL SOURCE REVENUE CREDITS AND OTHER MATTERS RELATED THERETO.

WHEREAS, Beaufort County (the "County"), a public body corporate and politic under the laws of the State of South Carolina, and Project Micro (the "Company") desire to enter into a Special Source Revenue Credit Agreement (the "SSRC Agreement"), for a project qualifying under the provisions of Section 4-29-68 and Title 1, Chapter 4, Sections 170 through 175 of the Code of Laws of South Carolina 1976, as amended (the "Act"), concerning the establishment of its headquarters, as well as a warehousing and assembly facility supporting the aerospace, defense and space industry in the County through the acquisition of a building and related improvements thereon and/or therein; the construction of additional improvements; and/or the acquisition of personal property, including, but not limited to, all equipment, machinery, and/or furnishings, the cost of which is estimated to be $7,109,000 over five years, and which is anticipated to create approximately 42 new, full-time jobs in the County (the "Project"); and

WHEREAS, the Project is expected to provide significant economic benefits to the County and surrounding areas; and

WHEREAS, in order to induce the Company to locate the Project in the County, the County has agreed to make available to the Company certain benefits intended by the Act; and

WHEREAS, the Company has caused to be prepared and presented to the Beaufort County Council, the governing body of the County (the "County Council"), the SSRC Agreement, a copy of which is attached hereto as Exhibit A; and

WHEREAS, it appears that the SSRC Agreement is an appropriate instrument to be executed and delivered or approved by the County for the purposes intended.

NOW, THEREFORE, BE IT ORDAINED by the County Council in meeting duly assembled as follows:

Section 1. The County Council has made and hereby makes the following findings:

(a) It is anticipated that the Project will benefit the general public welfare of the County by providing services, employment and other public benefits not otherwise adequately provided locally;

(b) The purposes to be accomplished by the Project are proper governmental and public purposes;

(c) It is anticipated that the cost of planning, designing, acquiring, constructing and completing the Project will require expenditures of not less than $7,109,000;

(d) The benefits of the Project to the public are greater than the costs to the public;

(e) Neither the Project nor any documents or agreements entered into by the County in connection therewith will give rise to any pecuniary liability of the County or incorporated municipality or to any charge against its general credit or taxing power.

Section 2. In order to promote industry, develop trade and utilize the manpower, products, and natural resources of the State of South Carolina, the form, terms, and provisions of the SSRC Agreement which is attached hereto are hereby approved, and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the SSRC Agreement was set out in this Ordinance in its entirety. The Chairman of County Council and the Clerk to County Council are hereby authorized, empowered and directed to execute, acknowledge and deliver the SSRC Agreement to the Company, together with such changes as are not materially adverse to the County.

Section 3. The Chair of County Council and the Clerk to County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the SSRC Agreement and the performance of all obligations of the County under and pursuant to the SSRC Agreement.

Section 4. The consummation of all transactions contemplated by the SSRC Agreement is hereby approved.

Section 5. This Ordinance shall be construed and interpreted in accordance with the laws of the State of South Carolina.

Section 6. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 7. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute and deliver a special source revenue credit agreement by and among Beaufort County, South Carolina and Project Micro, providing for the issuance of special source revenue credits and other matters related thereto.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

EXHIBIT A
SSRC AGREEMENT

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

by and between

PROJECT MICRO

and

BEAUFORT COUNTY, SOUTH CAROLINA

[_____], 2024

SPECIAL SOURCE REVENUE CREDIT AGREEMENT

This SPECIAL SOURCE REVENUE CREDIT AGREEMENT ("Credit Agreement") is made and entered into as of [_____], 2024, by and among BEAUFORT COUNTY, SOUTH CAROLINA ("County"), a body politic and corporate and a political subdivision of the State of South Carolina ("State"), acting by and through the Beaufort County Council ("County Council") as the governing body of the County and PROJECT MICRO, a [_____] limited liability company ("Company").

WITNESSETH:

WHEREAS, pursuant to Title 4, Section 1, Code of Laws of South Carolina, 1976, as amended ("MCIP Act"), the County is authorized to develop multi-county industrial parks with other qualifying counties and, in its discretion, include within the boundaries of such parks the property of qualifying industries. The County has created or will create with Jasper County, South Carolina a multi-county industrial park ("Park) pursuant to a multi-county industrial park agreement ("Park Agreement") entered into pursuant to the terms of the MCIP Act; and

WHEREAS, in accordance with Article VIII, Section 13 of the South Carolina Constitution, real and personal property having a situs in a multi county industrial park, are exempt from all ad valorem taxation, however, the owners or lessees of such real and personal property are obligated to make, or cause to be made, annual payments in lieu of taxes to the County in the total amount equivalent to the ad valorem property taxes or other fee-in-lieu-of-taxes that would have been due and payable with respect to such real and personal property but for the location of such real and personal property within such park (each, a "Fee Payment"); and

WHEREAS, the County, acting by and through its County Council is authorized by Title 4, Chapter 1 of the Code of Laws of South Carolina 1976, as amended, including Sections 4-1-170 and 4-1-175 thereof, and Title 4, Chapter 29 of the Code of Laws of South Carolina 1976, as amended, including Section 4-29-68 (collectively, the "SSRC Act"), and Article VIII, Section 13 of the South Carolina Constitution (i) to provide credits ("Special Source Revenue Credits" ("SSRC")) for the purpose of defraying certain costs, including, without limitation, the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the County or the Project (defined herein) and for improved and unimproved real estate and personal property, including machinery and equipment, used in the operation of a manufacturing facility or commercial enterprise, all to enhance the economic development of the County; and (ii) to expand, in conjunction with one or more other counties, a multi-county industrial park in order to facilitate the grant of SSRCs; and

WHEREAS, the Company is planning an investment consisting of the expenditure of approximately $7,109,000 in taxable investment ("Investment") in connection with the acquisition by construction, lease, and/or purchase of certain land, buildings, furnishings, fixtures, and/or equipment and the creation of approximately 42 new, full-time jobs for the purpose of establishing its headquarters, as well as a warehousing and assembly facility supporting the aerospace, defense and space industry in the County (collectively, the "Project"); and

WHEREAS, the Project will be located on real property located entirely in the County of Beaufort, with improvements thereon, which is described more fully in Exhibit A, attached hereto ("Project Site"); and

WHEREAS, the County Council has determined that the Credit Agreement is an appropriate instrument to induce the Company to invest in the Project and create jobs in the County.

NOW, THEREFORE, IN CONSIDERATION of the respective representations and agreements contained in this Credit Agreement, the parties agree to the following:

Section 1. Representations of the Company and County.

Section 1.1 The Company makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The Company is a limited liability company duly organized, validly existing, and in good standing, under the laws of the State of [_____], has power to enter into this Credit Agreement, and by proper corporate action has been duly authorized to execute and deliver this Credit Agreement.

(b) The Company is or intends to become the owner of the Project Site.

(c) This Credit Agreement has been duly executed and delivered by the Company and constitutes the legal, valid, and binding obligation of the Company, enforceable in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, or similar laws affecting the enforcement of creditors' rights generally.

(d) Neither the execution and delivery of this Credit Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Credit Agreement, will result in a material breach of any of the terms, conditions, or provisions of any corporate restriction or any agreement or instrument to which the Company is now a party or by which it is bound, or will constitute a default under any of the foregoing, or result in the creation or imposition of any lien, charge, or encumbrance of any nature whatsoever upon any of the property or assets of the Company, other than as may be created or permitted by this Credit Agreement.

(e) The agreement of the County to enter into this Credit Agreement and provide the SSRCs has been instrumental in inducing the Company to make the Investment in the Project.

Section 1.2 The County makes the following representations and warranties as the basis for the undertakings on its part herein contained:

(a) The County is a body politic and corporate and a political subdivision of the State which acts through the County Council as its governing body and by the provision of the Act is authorized and empowered to enter into the transactions contemplated by the Credit Agreement and to carry out its obligations hereunder. The County has duly authorized the execution and delivery of this Credit Agreement and any and all other agreements described herein or therein.

(b) Neither the execution and delivery of this Credit Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Credit Agreement, will result in a material breach of any of the terms, conditions, or provisions of any agreement or instrument to which the County is now a party or by which it is bound, or will constitute a default under any of the foregoing

Section 2. Fee Payments and SSRCs.

(a) The County grants an annual 12% SSRC to the Company (and any assignee or Sponsor Affiliate compliant with the provisions of Section 12), for a period of twenty (20) years ("Credit Period") against each annual Fee Payment due for Investments made in the Project that have been placed into service beginning in 2024 and by December 31, 2029 ("Investment Period"). Any SSRC provided under this Credit Agreement shall be used to reimburse the Company (and any assignee or Sponsor Affiliate, as applicable) for eligible expenditures, as permitted by the SSRC Act, which includes the cost of designing, acquiring, constructing, improving, or expanding the infrastructure serving the Project and Project Site, for improved or unimproved real estate, or for machinery and equipment. In no event shall the aggregate amount of SSRCs received as of any point in time exceed the amount of the aggregate amount of expenses toward such eligible expenditures as of such time by the Company (and any assignee or Sponsor Affiliate). SSRCs shall first be deemed to apply to all Project expenses other than machinery and equipment, notwithstanding any statutory presumption to the contrary.

(b) The Company (and any assignee or Sponsor Affiliate, as applicable) will file separate schedules with its annual PT-300 filing (or successor form), which shall include only assets placed in service from 2024 to 2029, with the South Carolina Department of Revenue to include only assets placed in service in the Investment Period described above. This separate schedule should be clearly and unambiguously designated as "BEAUFORT COUNTY 2024 SSRC ASSETS," and a copy of the schedules should be provided to the County Auditor each year. Failure to file a separate schedule and to provide a copy of such schedule to the County Auditor on or before August 1 of each year results in a waiver of any SSRCs due for the year of such failure.

(c) The County shall credit the annual SSRCs against the payments in lieu of tax due to the County from the Company (and any assignee or Sponsor Affiliate, as applicable).

Section 3. Minimum Investment

(a) In the event the Company does not make and maintain an Investment of at least $2.5 million in the Project (including the investment of any assignee or Sponsor Affiliate as described in Section 12 below) within and as of the end of the Investment Period, the SSRCs as described in Section 2(a) above shall terminate both prospectively and retroactively, and the Company shall repay to the County any shortfall in the Net Fee Payments made under this Credit Agreement and the payments that would have been due and payable had this Credit Agreement not been in effect.

(b) Any amounts determined to be owing pursuant to this Section 3 shall be subject to interest at the rates in effect for the late payment of ad valorem taxes and shall be due within 180

days after the last day of the Investment Period.

Section 4. Project Shall Remain in the Park. The County shall use its best efforts to ensure that the Project, once placed in the Park, will remain in the Park for a period not less than 20 years. If, for any reason, the Park Agreement is modified to exclude the Project, or is otherwise terminated, then the County will use its best efforts to ensure that the Project shall be immediately placed into another multi-county park arrangement to which the County is party and that would enable the Company to receive the SSRCs set forth in this Credit Agreement.

Section 5. Notices. Any notice, election, demand, request, or other communication to be provided under this Credit Agreement shall be effective when delivered to the party named below or three business days after deposited with the United States Postal Service, certified mail, return receipt requested, postage prepaid, addressed as follows (or addressed to such other address as any party may subsequently furnish, in writing to the other party), except where the terms hereof require receipt rather than sending of any notice, in which case such provision shall control:

AS TO THE COUNTY: Beaufort County, South Carolina
Attn: County Administrator
100 Ribaut Road
Beaufort, SC 29902

WITH A COPY TO: Haynsworth Sinkler Boyd, P.A.
Attn: Will Johnson
P.O. Box 11889
Columbia, SC 29211-1889
Wjohnson@hsblawfirm.com

AS TO THE COMPANY: Project Micro
Attn: President
[_____]
[_____]

WITH A COPY TO: [_____]
[_____]
[_____]

Section 6. Binding Effect. This Credit Agreement is binding, in accordance with its terms, upon and inure to the benefit of the Company and its respective successors and assigns. In the event of the dissolution of the County or the consolidation of any part of the County with any other political subdivision or the transfer of any rights of the County to any other such political subdivision, all of the covenants, stipulations, promises, and agreements of this Credit Agreement shall bind and inure to the benefit of the successors of the County from time to time and any entity, officer, board, commission, agency, or instrumentality to whom or to which any power or duty of the County has been transferred.

Section 7. Counterparts. The parties may execute this Credit Agreement in any number of counterparts, in original or by PDF, facsimile, or electronic means, and all of the counterparts taken together shall be deemed to constitute one and the same instrument.

Section 8. Governing Law. This Credit Agreement and all documents executed in connection with this Agreement are construed in accordance with and governed by the laws of the State of South Carolina. To the extent of any conflict between the provisions of this Credit Agreement and the SSRC Act, the SSRC Act controls.

Section 9. Amendments. The parties may modify or amend this Credit Agreement only in a writing signed by the parties.

Section 10. Further Assurance. From time to time, the County shall execute and deliver to the Company any additional instruments as the Company reasonably requests to evidence or effectuate the purposes of this Credit Agreement, subject to any approvals required to be obtained from County Council.

Section 11. Severability. If any provision of this Credit Agreement is illegal, invalid, or unenforceable for any reason, the remaining provisions remain unimpaired and any illegal, invalid, or unenforceable provision are reformed to effectuate most closely the legal, valid, and enforceable intent and to afford the Company with the maximum benefits to be derived under this Credit Agreement and the SSRC Act, it being the intention of the County to offer the Company the strongest inducement possible to encourage the Company to proceed with the Project in the County.

Section 12. Assignment. This Credit Agreement may be assigned in whole or in part only with the prior written consent or subsequent written ratification of the County, except than an assignment to an "Affiliate" shall not require consent (but shall require written notice to the County). An "Affiliate" is an entity or person that controls, is controlled by, or is under common control with another entity or person. Control shall be defined as greater than 50% of the ownership interests or voting interests in an entity. Provided, any assignee must execute a Joinder Agreement in the form attached hereto as Exhibit B and provide copies of its annual property tax filing to the County Auditor in the time period described in Section 2(b) above in order to receive SSRCs hereunder.

Upon execution of a Joinder Agreement in the form attached hereto as Exhibit B, any Sponsor Affiliate duly executing such Joinder Agreement shall be entitled to all of the benefits of this Credit Agreement, and its investments shall be aggregated with the investments of the Company for purposes of Section 3 above, provided that the Sponsor Affiliate must provide copies of its annual property tax filing to the County Auditor in the time period described in Section 2(b) above in order to receive SSRCs hereunder.

Section 13. Limited Obligation. THIS CREDIT AGREEMENT AND THE SPECIAL SOURCE REVENUE CREDITS BECOMING DUE HEREUNDER ARE LIMITED OBLIGATIONS OF THE COUNTY PROVIDED BY THE COUNTY SOLELY FROM THE FEE PAYMENTS RECEIVED BY THE COUNTY FOR THE PROJECT PURSUANT TO THE PARK AGREEMENT, AND DO NOT AND SHALL NEVER CONSTITUTE A GENERAL OBLIGATION OR AN INDEBTEDNESS OF THE COUNTY OR ANY MUNICIPALITY WITHIN THE MEANING OF ANY CONSTITUTIONAL PROVISION (OTHER THAN THE PROVISIONS OF ARTICLE X, SECTION 14(10) OF THE SOUTH CAROLINA CONSTITUTION) OR STATUTORY LIMITATION AND DO NOT AND SHALL NEVER

CONSTITUTE OR GIVE RISE TO A PECUNIARY LIABILITY OF THE COUNTY OR ANY MUNICIPALITY OR A CHARGE AGAINST THEIR GENERAL CREDIT OR TAXING POWER. THE FULL FAITH, CREDIT, AND TAXING POWER OF THE COUNTY OR ANY MUNICIPALITY ARE NOT PLEDGED FOR THE SPECIAL SOURCE REVENUE CREDITS.

(Signature Page Follows)

IN WITNESS WHEREOF, the County, acting by and through the County Council, has caused this Credit Agreement to be executed in its name and on its behalf by the Chair of County Council and to be attested by the Clerk to County Council as of the day and year first above written.

BEAUFORT COUNTY, SOUTH CAROLINA

Signature: _____
Name: Joseph Passiment
Title: Chairman

ATTEST:

Signature: _____
Name: Sarah W. Brock
Title: Clerk to County Council

IN WITNESS WHEREOF, the Company has caused this Credit Agreement to be executed in its name and on its behalf by its authorized officer as of the day and year first above written.

PROJECT MICRO

Signature: _____
Name: _____
Title: _____

EXHIBIT A
LEGAL DESCRIPTION

All those certain pieces, parcels or tracts of land, situate, lying and being in Sheldon Township, Beaufort County, South Carolina, consisting of 12.2 acres, more or less, and being shown on a plat prepared by George A.Z. Johnson, Sr., Surveyor, dated February 12, 1988, and as Parcels R-700-020-00-008, R700-020-00-009 and R700-020-00-009A and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 35 at Page 241.

EXHIBIT B
JOINDER AGREEMENT

Reference is hereby made to (i) that certain Special Source Revenue Credit Agreement dated _____, 2024 ("Credit Agreement") between Beaufort County, South Carolina ("County") and a company identified as Project Micro ("Company").

1. Joinder to Credit Agreement. The undersigned hereby (a) joins as a party to, and agrees to be bound by and subject to all of the terms and conditions of, the Credit Agreement; (b) acknowledges and agrees that (i) in accordance with Section 12 of the Credit Agreement, the undersigned has been designated as a Sponsor Affiliate by the Company for purposes of the Project and such designation has been consented to by the County in accordance with the Credit Agreement; and (ii) the undersigned shall have all of the rights and obligations of a Sponsor Affiliate as set forth in the Credit Agreement. Provided, the Sponsor Affiliate must provide copies of its annual property tax filing to the County Auditor in the time period described in Section 2(b) of the Credit Agreement in order to receive SSRCs thereunder.

2. Capitalized Terms. All capitalized terms used but not defined in this Joinder Agreement shall have the meanings set forth in the Credit Agreement.

3. Governing Law. This Joinder Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to principles of choice of law.

4. Notice. Notices under Section 5 of the Credit Agreement shall be sent to:

[ ]

IN WITNESS WHEREOF, the undersigned has executed this Joinder Agreement to be effective as of the date set forth below.

_____ _____
Date Name of Entity

Signature: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the Company consents to the addition of the above-named entity becoming a Sponsor Affiliate under the Credit Agreement as of the date set forth above.

Signature: _____
Name: _____
Title: _____
Date: _____

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND APPROVAL OF AN AMENDMENT TO ORDINACE 2024/36, CONVEYING PROPERTY TO BEAUFORT MEMORIAL HOSPITAL FOR THE DEVELOPMENT OF AFFORBABLE HOUSING AND MEDICAL OFFICES IN BLUFFTON, SC. LOCATED AT 333 & 335 BUCKWALTER PARKWAY.

MEETING NAME AND DATE:

Community Services and Land Use Committee, *JANUARY 13, 2025*

PRESENTER INFORMATION:

Russel Baxley, BMH CEO & Hank Amundson, Special Assistant to the County Administrator (10 mins.)

ITEM BACKGROUND:

In 2023, County Council approved the purchase of the 10.1 +/- acres located at 333 & 335 Buckwalter Parkway for the purpose of facilitating the development of affordable/workforce housing. (See Ordinance Attached)

In late 2023, with communication and assistance from the Town of Bluffton, the County began the process of partnering with Beaufort Memorial Hospital in this effort, as BMH has taken a leadership role in workforce housing in an effort to help their own workforce. Additionally, the Town desires increased access to healthcare/medical services for its residents, so the partnership seemed to be a perfect one.

As an additional support to the project, the seller, St. Andrew By-the-Sea United Methodist Church discounted the properties purchase price in order to help make the development feasible.

Beaufort Memorial Hospital then applied for Low Income Housing Tax Credits from the State of South Carolina in late 2023/early 2024. They have now been awarded these credits, making the project viable.

The Town has assisted the County in the process of working toward acquiring Residential Dwelling Units for the property from the Town's bank as they continue to express support for the project producing workforce housing units, improved access to healthcare services, and the reduction on commercial units on the site.

The project has continued to progress, however, the language in our original ordinance to convey was a bit vague. BMH has requested some minor changes to the conveyance requirements to facilitate moving this project to reality.

PROJECT / ITEM NARRATIVE:

The proposed amendment takes the period of restriction to 30 years and spells out what happens if there is a failure to comply. Mr. Baxley will explain in person.
These changes help ensure the project's viability and still protect the county's financial interest.

FISCAL IMPACT:

This amendment to the ordinance conveying property has no fiscal impact.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of an amendment to the ordinance to convey the property to Beaufort Memorial Hospital for the development of affordable/workforce housing.

OPTIONS FOR COUNCIL MOTION:

MOTION TO APPROVE/DENY "RECOMMEND APPROVAL OF AMENDMENT TO AMEND ORDINACE 2024/36 CONVEYING PROPERTY TO BEAUFORT MEMORIAL HOSPITAL FOR THE DEVELOPMENT OF AFFORBABLE HOUSING AND MEDICAL OFFICES IN BLUFFTON, SC. LOCATED AT 333 & 335 BUCKWALTER PARKWAY."

(Motion to approve/deny recommendation and Move forward to County Council for first reading)

MOVE FORWARD TO COUNCIL FOR FIRST READING ON JANUARY 27, 2025?

ORDINANCE 2025/_____

AN ORDINANCE TO AMEND ORDINANCE 2024/36 AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO CONVEY REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY FOR DEVELOPMENT OF WORKFORCE AND AFFORDABLE HOUSING AND MEDICAL FACILITIES; AND OTHER MATTERS RELATED THERETO

WHEREAS, Beaufort County ("County") recognizes that workforce 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, Beaufort Memorial Hospital ("BMH") has a goal to provide workforce and affordable housing for both healthcare employees and the public, and provide additional medical services throughout the County; and the Town of Bluffton ("Town") has expressed a desire to support the goal of establishing affordable and workforce housing in the Town; and

WHEREAS, the County has identified two parcels of real property, owned by the County, located in southern Beaufort County in the Town, the parcels collectively consist of approximately 10.1 acres with TMS No. R610 030 000 0712 0000, and with addresses of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "Property". The Property is conveniently located near grocery options, retail shopping, medical services, and multiple employment options, as well as public transit, which will further promote the County's goal of providing citizens with much needed workforce and affordable housing and improved access to healthcare; and

WHEREAS, the County desires to support BMH and the Town's goals by conveying the Property to BMH for One and 00/100 ($1.00) Dollars for the purpose of developing workforce and affordable housing, and developing medical facilities to increase access to healthcare and medical in the area; and

WHEREAS, the County will 1) ensure the conveyance of the Property is contingent on the Town approving the issuing of the necessary approvals and the residential dwelling units for the development of workforce and affordable housing on the Property; 2) place contractual obligations on BMH to ensure that the residential housing constructed on the Property is dedicated to workforce and affordable housing; 3) place contractual obligations on BMH to ensure that a maximum of 6,000 sq ft of medical facilities will be constructed on the Property and the maximum number of residential housing units will be constructed on the remaining Property; 4) place contractual obligations on BMH to ensure that development of the Property commences within three (3) years of the conveyance of the property; ~~and 5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the purposes stated herein otherwise the Property, including all infrastructure thereon, shall revert back to the County~~; 5) ensure the conveying deed for the Property shall include terms restricting the use of the Property to the above-described Workforce housing and medical facilities for a period of thirty (30) years; and 6) ensure that if, at any time during the thirty-year period the Property ceases to be used for the above-described Workforce housing and medical facilities, the County shall have the options of (a) purchasing the Property from the Property's owner for an amount equal to the fair market value of the improvements to the Property or (b) rescinding the covenants and restrictions affecting the Property in exchange for an amount equal to the fair market value of the Property at that time less the fair market value of the improvements thereon; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to convey the Property to BMH to develop workforce and affordable housing as well as improved access to healthcare.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizes the County Administrator to execute the necessary documents to convey the real property located at 333 & 335 Buckwalter Parkway for development of workforce and affordable housing and medical facilities pursuant to the terms and conditions described above.

DONE this ____ day of _____ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Alice Howard, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE DEVELOPMENT RIGHTS PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R300 028 000 128B 000, 128C, 128D AND ALSO KNOWN AS SEASIDE ROAD PDR
MEETING NAME AND DATE:
Community Services and Land Use Committee, January 13, 2025
PRESENTER INFORMATION:
Amanda Flake, Natural Resource Planner
ITEM BACKGROUND:
Rural and Critical Land Preservation Board recommended approval for due diligence on 11/9/23, CSLU recommended due diligence January 8, 2024, RCLP recommended purchase of PDR/Conservation easement on 11/14/24
PROJECT / ITEM NARRATIVE:
Seaside Road PDR is recommended for purchased conservation easement. Seaside Road PDR would protect 9.36 acres of active farmland, inland marsh migration and farming corridor off Seaside Road, near Club Bridge road and existing protected property (Sanders, Longwood).
FISCAL IMPACT:
$374,000 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 PDR/Conservation Easement on Seaside Road Motion to modify PDR/Conservation Easement on Seaside Road Motion to reject PDR/Conservation Easement on Seaside Road If approved by committee, move to County Council on January 27, 2025 for first reading

ORDINANCE 2025/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS# R300 028 000 128B 0000, 128C, 128D AND ALSO KNOWN AS SEASIDE ROAD PDR.

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the development rights on property currently identified as TMS# R300 028 000 128B 0000, 128C, 128D of +/- 9.36 acres and also known as Seaside Road PDR; collectively hereinafter "Seaside Road" and

WHEREAS, the purchase of development rights of Seaside Road has been demonstrated to meet the Critical Lands Criteria of the Rural and Critical Lands Program ("RCLP"); and

WHEREAS, the Property is within unincorporated Beaufort County and would protect active farmland and inland marsh migration and is located near two Rural and Critical Land Preservation Program properties, Longwood PDR and Sanders PDR,

WHEREAS, the proposal to purchase development rights for Seaside Road is for a conservation easement with a purchase price up to $374,000 plus closing costs; and

WHEREAS, the proposed purchase of Seaside Road was presented to the Rural and Critical Land Preservation Board (RCLPB) at the November 14, 2024 meeting and the RCLPB unanimously recommended approval of the purchase; and

WHEREAS, the proposed purchase of Seaside Road was presented to the Community Services and Land Use Committee on January 13, 2025 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 of development rights on Seaside Road;

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding up to $374,000 plus closing costs for the purchase of development rights on real property identified as TMS# R300 028 000 128B 0000, 128C, 128D and also known as Seaside Road.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA)
) GRANT OF CONSERVATION EASEMENT
COUNTY OF BEAUFORT)

THIS GRANT OF CONSERVATION EASEMENT (hereinafter "Easement") is made this _____ day of_____, by Luke Inabinett (hereinafter **"Grantor"**, having an address at 1034 Seaside Road, St Helena 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 "Seaside Road" containing approximately nine and thirty six hundredths (9.36) acres, identified as a portion of Beaufort County TMS# R200 023 000 128C 0000, R300 023 000 128B 0000, R300 023 000 128D more particularly described in Exhibits "A" 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, in particular, the Protected Property in its existing relatively natural condition contributes very little nonpoint source pollution to the adjacent creeks and waterways due unobstructed wetlands and uplands surrounding all watercourses that provide for nutrient uptake and sediment deposition as well as the low percentage of impervious surface that reduces sources of pollution and nutrient loading; and

WHEREAS, the Property contains a diversity of relatively natural habitats including active and fallow agricultural fields, maritime forest, all of which can support a variety of floral and faunal species; and

WHEREAS the Protected Property consists of priority coastal plain bird stopover, foraging, and breeding habitat named in the regional South Atlantic Migratory Bird Initiative Plan including early successional habitat, managed pine forests of various successional stages, and longleaf pine forests; and

WHEREAS, the Protected Property provides habitat or contains habitat with the potential to support numerous game and non-game mammals including, but not limited to white-tailed deer (*Odocoileus virginianus*), bobcat (*Lynx rufus*), fox squirrel (*Sciurus niger*), and numerous other avian, reptile, amphibian, insect, arachnid and mammal species that are of great importance to the public; and,

WHEREAS, the Protected Property provides habitat or contains habitat with the potential to support wildlife habitat functions for neotropical migratory songbirds, wading birds, and

diversity of game and non-game avian species including, but not limited to mourning dove (*Zenaida macroura*), wild turkey (*Meleagris gallopavo*), bald eagle (*Haliaeetus leucocephalus*), and barred owl (*Strix varia*); and

WHEREAS, more specifically, the Protected Property contains habitat with the potential to support rare, threatened or endangered species and species of concern which have known occurrences in Beaufort County including but not limited to Spotted Turtle (*Clemmys guttata*), the Eastern Diamondback Rattlesnake (*Croatalus adamanteus*), the Broad-striped Dwarf Siren (*Pseudobranchus striatus*), Woolly Dutchman's-pipe (*Aristolochia tomentosa*), the Long-Horn Orchid (*Habenaria quinqueseta*), Creeping St. John's-wort (*Hypericum adpressum*), Boykin's Lobelia (*Lobelia boykinii*), Bluff Oak (*Quercus austrina*), Harper Beakrush (*Phynchospora harperi*) and Acid-swamp Yellow-eyed Grass (*Xyris serotina*); and

WHEREAS, all of the above fauna and flora in the list of threatened or endangered species and species of concern are listed as priority species for the South Carolina State Wildlife Action Plan; and

WHEREAS, the Protected Property is within the St Helena Island 8-digit HUC Watershed, and is part of a system supporting numerous high-quality wetland plant communities and highly intact, extensive riparian habitats;

WHEREAS, the Protected Property will provide critical habitat linkages to nearby protected lands, including Longwood, and Sanders Farm; and

WHEREAS, Preservation of the Protected Property is pursuant to federal, state and local governmental conservation policy and may achieve a significant public benefit towards the fulfillments of these conservation policies, specifically:

i. The protection of this property is pursuant to the SC right-to-farm law (SC Code §46-45-10) which states in part "The policy of the State is to conserve, protect, and encourage the development and improvement of its agricultural land and facilities for the production of food and other agricultural products" including silviculture or forestry; and
ii. Beaufort County Comprehensive Plan and Greenprint Plan, adopted in 2020, identifying properties in rural areas, including the Protected Property, as important for the agricultural value, soil health, and contribution to a working rural landscape; and

WHEREAS, the Protected Property has approximately xx acres of Soils of Statewide Importance as determined by USDA National Resources Conservation Service; 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") §48-59-10, et. Seq. (The South Carolina Conservation Bank Act of 2002) (hereinafter the "Bank"), South Carolina recognizes "There is a critical need to fund the preservation of, and public access to, wildlife habitats, outstanding natural areas, sites of unique ecological significance, historical sites, forestlands, farmlands, watersheds, and open space, and urban parklands as an essential element in the orderly development of the State" and "The protection of open space by acquisition of interests in real property from willing sellers is essential to ensure that the State continues to

enjoy the benefits of wildlife habitats, forestlands, farmlands, parks, historical sites, and healthy streams, rivers, bays, and estuaries; for recreational purposes, for scientific study, for aesthetic appreciation, for protection of critical water resources, to maintain the state's position as an attractive location for visitors and new industry, and to preserve the opportunities of future generations to access and benefit from the existence of the state's outstanding natural and historical sites" is of great importance; and

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") and attached as Exhibit B, 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 the above and three hundred and seventy four thousand dollars ($374,000) 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 Station Creek, and the St Helena Sound;

4) Scenic views of the Protected Property from Seaside Road and public vantage points.

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 Residential 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 three (3) areas, each no larger than approximately one (1) acres in size, designated for the siting of all **Residential Structures** the location and configuration of which shall be as set forth in Exhibit B to this Conservation Easement and subject to 150' setback from jurisdictional wetlands. Once a **Designated Building Area** is selected for reserved rights, remaining **Designated Building areas** are eliminated from future use.

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.

Greentree Reservoir shall be defined as a forested wetland that can be temporarily and periodically flooded.

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.

Notice shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 26.

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 customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry, including but not limited to utility sheds, detached garages.

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 temporary or 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,* Southern Magnolia (*Magnolia grandiflora or* Live Oak *(Quercus virginiana)* having a diameter at breast height of twelve (12) inches or greater.

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.

Upland Impoundments shall be defined as non-wetland fields with water control structures and dikes, created to control the water levels within the field.

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 three (3) tracts, which is a portion of Beaufort County R300 023 000 128C 0000, R200 023 000 128B 0000, R300 023 000 128D 0000.

Subdivision is limited to the reconfiguration of three existing parcels only. No additional subdivision may occur. The configuration of each such **Subdivided Tract** shall be at the **Grantor**'s discretion. **Grantor** shall allocate Reserved Rights among such **Subdivided Tracts** at the time of each **Subdivision** with such allocation being specifically described and noted in the deed transferring ownership of any **Subdivided Tract,** specifically quantitative Reserved Rights including allowances for **Impervious Surface, Residential Structures**, Docks, or any other Reserved Rights as applicable within this Easement. **Grantor** shall give **Notice** to **Grantee** of any **Subdivision** or reconfiguration of a **Subdivided Tract**.

(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 five thousand (5,000) square feet in the aggregate.

II. No **Residential Structure**, **Related Outbuilding**, **Recreational Structure** or **Agricultural Structure** shall exceed forty (40) feet in **Building Height**.

III. No more than three (3) **Residential Structures** may exist for permanent/long-term residency, which may be rebuilt and repaired as needed. **Grantor** is required to obtain **Approval** from **Grantee** prior to the construction, enlargement, removal and replacement of any permitted **Residential Structures. Related outbuildings** may include utility sheds, one detached garage, a paved parking area, patios, paved entry roads and walkways, and one swimming pool per Residential Structure.

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).

IV. All permitted **Residential Structures,** shall be located within a permitted **Designated Building Area** to be consistent with Exhibit B. Prior to beginning construction of any **Residential Structure, Grantor** shall select a **Designated Building**

Area by providing **Grantee** with signed written **Notice** of the selected **DBA**. The selection of a **DBA** shall be irrevocable.

V. Other than permitted **Residential Structures** and their permitted guest cottage, no other structure on the Protected Property shall be used as a temporary or permanent dwelling for human beings.

VII. Towers. There shall be no towers on the Protected Property, including, but not limited to, radio, microwave, broadcast, communication and cellular towers.

Notwithstanding the above, (i) **Grantor** retains the right to construct, maintain, improve, repair and replace wildlife observation towers; such towers shall not exceed 35 feet in height and shall not be visible from off the Protected Property when viewed from ground elevation.

(C) Buffers. Buffer Areas, as shown in Exhibit B, the Baseline Documentation Report, shall be subject to the following restrictions:

"Setback" Road Buffer. In order to protect the scenic view along public roadways, there shall be no **Impervious Surface**, structures (other than mailboxes, fencing and gates, including those with columns and fenceposts, utility and service lines for any permitted use under the terms of this Easement, 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 one hundred and fifty (150) feet of the legal or established right-of-way along Seaside Road. **Grantor** reserves the right to engage in **Agriculture Practices** and **Forest Management Practices**, provided there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees** without **Approval**. Set back road buffer can occur from the property line and include a firebreak.

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.

"Waterfront buffers" In order to protect the scenic view from public vantage points along the 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 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) nor new roads (other than those necessary to access the permitted Subdivided Tracts) on that portion of the Property within one hundred (100) feet of the OCRM critical line, existing ponds and impoundments. 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. Tree density within the buffer must remain at or above 50 basal area.

(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, and seasonal daily "pay-to-hunt" activities 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 minimis 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. It is permitted to drill water wells of sufficient size and nature for on-site irrigation.

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 shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road or driveways constructed or covered with **Impervious Surface**. Maintenance of driveways, roads and roadside ditches shall be limited to standard practices for non-paved roads.

(H) Docks: One dock currently exists and may be rebuilt and repaired. No future docks may be built. All repair is subject to state, local and federal permitting requirements.

(I) Landscaping. Landscaping shall be limited to the management of 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.

(J) Signs. Signs visible from off the Protected Property shall be limited to a maximum of eight (8) square feet in size. Billboards are expressly prohibited. Signs shall be placed so as to minimally impact the scenic view as seen from the public roadway.

(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** prepared by a Registered Forester is required 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. Timber harvests require prior **Approval** by the **Grantee**. **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 (i) 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/or 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.**

(O) 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.

(P) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5. Exceptions for wildlife management, as permitted by local, state, and federal authorities, are allowed.

(Q) 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.

(R) 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.

(S) 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.

(T) 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 26, 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 s**hall 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 19 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 or 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 24. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Paragraph 24 and shall contain language necessary to continue it in force.

25. 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.

26. **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	Impervious Surfaces;
5(B)(III)	Residential Structures;
5(B(IV)	Designated Building Area;
5(E)	Commercial Uses;
5(G)	Roads;
5(L)	Forestry Uses;
5(N)	Significant Trees;
5(O)	Ponds;

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 26. 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 26(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;
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 1.170A-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 26 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.

27. 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**:

If to **Grantor**'s Attorney:

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)

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**.

28. 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.

29. 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.

30. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

31. 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.

32. 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.

33. 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.

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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:

GRANTOR:

Luke Inabinett

_____ By: _____

_____ Its: _____

STATE OF SOUTH CAROLINA)
) ACKNOWLEDGMENT
COUNTY OF BEAUFORT)

The foregoing instrument was acknowledged this _____ day of _____, 2024, before me the undersigned Notary, and I do hereby certify that the above named **Grantor** 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: _____

Printed Name of Notary: _____

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 _____, 2024, 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

Beaufort County Tax Map#

Grantee's Address: P. O. Box 75
Beaufort, SC 29901

EXHIBIT B

Baseline Documentation Report

SOUTHEASTERN REGULATORY COMPLIANCE

Phase I Environmental Site Assessment



St. Helena Easement - Inabinett
1047 Seaside Road
St. Helena, SC 29920

Parcel #	Beaufort County TMS #	Acres
1	R300 023 000 128B 0000	3.46
2	R300 023 000 128C 0000	2.90
3	R300 023 000 128D 0000	3.00
	Total Acreage	**9.36**

Submitted to and for the Use of:
Open Land Trust
PO Box 75
Beaufort, SC 29901

Submitted by:
SRC Environmental
108 Charping Lane
Anderson, SC 29621

Original Submittal Date: October 21, 2024

SOUTHEASTERN REGULATORY COMPLIANCE

October 21, 2024

Open Land Trust
Attn: Ms. Kate Schaefer
448 W. Cheves Street
Beaufort, SC 29901

Re: St. Helena Easement - Inabinett
1047 Seaside Road
St. Helena, SC 29920

Ms. Schaefer:
Thank you for the opportunity to provide environmental services for you. It is our commitment to provide our clients with the most efficient, timely, and cost-effective approach to environmental issues.

As requested, SRC, Inc. has completed a current Phase I Environmental Site Assessment for the subject property that consists of three contiguous parcels totaling 9.36 GIS acres, and is located at 1047 Seaside Road in St. Helena, SC. The current Phase I was designed to meet the standards and guidelines of the American Society for Testing and Materials (ASTM E1527-21), including All Appropriate Inquiry (AAI) while providing an environmental site assessment of the project site.

The enclosed Phase I ESA was prepared for the exclusive use of the Open Land Trust, and/or their Assigns, for use in the assessment and evaluation of the environmental condition of the subject property at the time the report was completed based on reasonably ascertainable information, and within the scope and limitations of the ASTM E1527-21 guidelines.

The current Phase I ESA, in conformance with the scope and limitations of ASTM guidelines, has revealed no evidence of existing or historical recognized environmental conditions (RECs) associated with the site, or adjacent sites. No further investigation is recommended.

SRC welcomes the opportunity to serve you. If you have any questions, or require any additional information, please feel free to contact me at 864-376-2864.

Sincerely,

Michael Whaley
President
Southeastern Regulatory Compliance, Inc.

Enclosures

SOUTHEASTERN REGULATORY COMPLIANCE

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1.0 EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) by Southeastern Regulatory Compliance, Inc. (SRC) is designed to identify existing historical, visual, or physical evidence of recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), controlled recognized environmental conditions (CRECs), or potential risks at the St. Helena Area Fee Park Purchase site located at 1047 Seaside Road in St. Helena, SC. The subject property consists of three contiguous parcels totaling 9.36 GIS acres and is listed with Beaufort County TMS #s R300 023 000 128B 0000, R300 023 000 128C 0000, and R300 023 000 128D 0000.

The subject property is developed with an approximately 1,700 ft^2 manufactured home on a permanent foundation, an approximately 1,000 ft2 manufactured home on cement blocks, an approximately 1,200 ft^2 storage building, an approximately 700 ft^2 open shed, a pen for domesticated birds, a dock, and dirt surfaced roads. The residences and dock were in place as of 1985. The storage building was built in 2008, and the open shed was built in 2022. Aerial photography dating back to 1951 and topographic maps back to 1944 sourced from www.historicaerials.com were reviewed and indicated the subject property was used for agriculture until the current structures were built. Agriculture is still practiced on a smaller scale. A 1984 aerial shows what appears to be two small trailers on the easternmost section of the subject property.

Mr. Michael Whaley, Environmental Professional (EP) of SRC, conducted the on-site inspection on October 6, 2024. The inspection of the subject property and directly adjacent sites did not visually or physically identify sources of improper use, treatment, storage, generation, or disposal of hazardous substances that resulted in environmental contamination of the subject property. No sources of surface contamination were physically observed. There were no leaking drums or containers visually or physically observed which might contain hazardous substances. There were no strong or pungent odors associated with the subject property that would indicate the presence of additional hazardous substances.

Current and past use of the subject property did not indicate sources of environmental contamination that have had an adverse environmental impact on the subject property. No current or past uses of directly adjacent properties appear to have involved the use, treatment, storage, or disposal of hazardous materials that resulted in environmental contamination of the subject property. There were no limitations or significant data gaps encountered during this investigation that are considered to have hindered SRC's ability to evaluate or identify recognized environmental conditions associated with the subject property.

In the ESA, reviews of pertinent Federal and State records regarding the potential environmental concerns include but are not limited to: NPL Listings, RCRA CORRACTS and RCRA Permitted TSD Facility Listings, CERCLIS/NFRAP Listings, ERNS Listings, State Equivalent SPL Listings, Registered UST and LUST Facilities, State Waste Landfills, Incinerators, or Transfer Stations Listings, and RCRA Generators Listings. The Federal and State environmental databases did not indicate the presence of current facilities or sites located within a 1-mile radius of the subject property.

2.0 INTRODUCTION

2.1 Purpose

Ms. Kate Schaefer, of the Open Land Trust, requested that SRC conduct this ESA for the subject property. This ESA was conducted to determine the potential for environmental impact to the subject property and is intended to fulfill the due diligence clause of the "innocent landowner defense" and "bona fide prospective buyer" clause of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

2.2 Detailed Scope-of-Services

This ESA was conducted in general accordance with the guidelines set forth in the American Society for Testing and Materials (ASTM) Standard E1527-21, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," and consisted of the tasks listed below.

- Inspections of the subject property and surrounding properties
- Examination of historical documents
- Interviews with individuals and public officials familiar with the site's history
- Examination of State and Federal regulatory agency records

The purpose of the assessment was to identify Recognized Environmental Conditions (RECs) connected to the subject property.

• A REC is defined as the presence of hazardous substances or petroleum products in, on or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on or at the subject property under conditions that pose a material threat of a future release to the environment.

• An Historical REC (HREC) is defined as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities, without subjecting the property to any controls (for example activity and use limitations, or other property use limitations).

• A controlled REC (CREC) is a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).

• De minimis conditions are conditions a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

• A business environmental risk (BER) is the presence of a condition which can have a material environmental impact that is not the result of those environmental issues required to be investigated in ASTM E1527-21 practice. BERs often involve non-scope considerations such as: asbestos, lead paint, lead in drinking water, radon, wetlands, ecological resources, endangered species, cultural and historic resources, regulatory compliance, industrial hygiene, health and safety, indoor air quality, biological agents, and mold.

• De minimis conditions and BERs are not considered RECs and were not addressed during this ESA and were beyond the defined scope of work.

ASTM standards attempt to facilitate high quality, standardized environmental site assessments; ensure that the standard of appropriate inquiry is practical and reasonable; and clarify industry standards for appropriate inquiry. The ESA should provide: a Federal and State regulatory records review which may help to identify recognized environmental conditions; a site background description, which includes a history of previous uses of the property and adjoining properties which describes recognized environmental conditions; an on-site inspection which evaluates the environmental setting and existence of potential hazardous substances, petroleum products, storage tanks, PCBs, waste disposal; interviews; and findings and conclusions. In addition, SRC provides non-scope services including wetland review, lead-based paints, asbestos, and other contamination sources and conditions of concern in connection with the property only upon request.

2.3 Significant Assumptions

Conclusions regarding the potential environmental impact of nearby, off-site facilities on the subject property are based on readily available information from the environmental databases and geologic and hydrogeologic conditions reported for the subject property vicinity. As a basis for the conclusions regarding adjacent and nearby contaminated properties, we have assumed the surface-water flow and groundwater flow directions to be generally in the down-gradient direction of the surface topography, which was determined from our field observations, review of available topographic maps, and use of NETR. In respect to the migration of vapors resulting from volatile organic compounds released to the environment, we have assumed that vapor may migrate in any vertical or horizontal direction depending on geological and hydrogeological as well as man-made conditions in the area of the subject property. There were no significant data gaps that interfered with the Environmental Professional’s ability to properly perform the site assessment.

2.4 Limitations and Exceptions

The application of the ASTM guidelines is limited to certain environmental conditions that may exist on the property and are practically reviewable. This approach is site-specific in that it relates to the assessment of recognized environmental conditions on a specific parcel of commercial real estate. As such, this practice does not specifically address additional issues in the transaction such as business entities or assets that may involve environmental liabilities. No ESA can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a parcel. However, proper application is intended to reduce this uncertainty. Appropriate inquiry does not imply

exhaustive assessment of clean property as there is a point at which the cost of information obtained, or the time required to gather it outweighs the usefulness of the information.

Finally, the ESA is limited by the extent of physical obstructions including existing structures, ecological barriers, buildings, asphalt, and other paved sites, as well as availability of appropriate land use records. As such, there may be certain environmental conditions that could not be identified within the general scope of the Phase I Environmental Site Assessment. The current ESA should be considered comprehensive and reliable in its scope within the limitations described above and is valid for a period of 180 days from the date of the report, or a 1-year time period if five specific components (interviews, searches for recorded environmental cleanup liens, review of government records, site reconnaissance of the subject property, and the Environmental Professional (EP) Declaration) are updated. The 180 day or 1-year time period begins with the date upon which the first of these components was completed.

2.5 Special Terms and Conditions

The specific terms and conditions referenced in this report are consistent with the general reference, use and definitions provided in the ASTM E1527-21 Standard Practice.

2.6 User Reliance

Based on the ASTM guidelines, an environmental professional is not required to verify independently the information provided but may rely on information provided unless he or she has actual knowledge that certain information is incorrect, or unless it is obvious that certain information is incorrect based on other information obtained in the Phase I Environmental Site Assessment, or actually known to the environmental professional.

The current Phase I Environmental Site Assessment was prepared under the guidelines provided by ASTM. The results of the records review, on-site inspection, and interviews are considered to be reliable within the general limitations described by ASTM guidelines. The records review, on-site inspection, and interviews were conducted in concert with each other and support the findings and conclusions. Since there is no knowledge or reason to believe that any of the information is incorrect, SRC has concluded that the current ESA is reliable within the general limitations described in ASTM guidelines and is valid for a period of 180 days from the date of the report.

This report entitled “Phase I Environmental Site Assessment,” has been prepared at the request of Ms. Kate Schaefer and for the exclusive use of:

Open Land Trust
448 W. Cheves Street
Beaufort, SC 29901

- and/or their assigns -

Reliance cannot be transferred without the permission of the above, and only if the other party agrees to the same limitations.

3.0 TRACT DESCRIPTION

3.1 Location and Legal Description

The subject property consists of three contiguous parcels totaling 9.36 GIS acres and is listed with Beaufort County TMS #s R300 023 000 128B 0000, R300 023 000 128C 0000, and R300 023 000 128D 0000.

The location of this subject property is shown in Figure 1, which contains screenshots from LandID. Figure 2 contains excerpts from the 1958, and 2020 United States Geologic Survey (USGS) 7.5-minute quadrangle maps (St. Phillips Island, SC quadrangle) in Beaufort County, South Carolina.

3.2 Subject Property and Vicinity General Characteristics

The subject property and vicinity are that of a rural setting on the South Carolina coast that is experiencing growth in residential development.

3.3 Current Use of the Subject Property

The subject property is used as a residence with some limited agriculture.

3.4 Descriptions of Structures, Roads, Other Improvements on the Subject Property

The subject property is developed with an approximately 1,700 ft^2 manufactured home on a permanent foundation, an approximately 1,000 ft2 manufactured home on cement blocks, an approximately 1,200 ft^2 storage building, an approximately 700 ft^2 open shed, a pen for domesticated birds, a dock, and dirt surfaced roads. The residences and dock were in place as of 1985. The storage building was built in 2008, and the open shed was built in 2022.

3.5 Current Uses of the Adjoining Properties

Direction	Usage
North	Unnamed saltwater creek and residential
East	Seaside Road and residential
Southeast	Seaside Road and undeveloped
West	Undeveloped and agricultural

There are no recognized environmental conditions (RECs) associated with the adjacent sites.

4.0 USER PROVIDED INFORMATION

4.1 Title Records

Title information was collected from the Beaufort County Assessor's Office. The current owner is listed as:

Luke H. Inabinett, Sr.
10 Chiquita Point
St. Helena Island, SC 29920

4.2 Environmental Liens or Activity and Use Limitations

Legal or physical restrictions are often in place on contaminated properties. These restrictions, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil, soil vapor, groundwater, and/or surface water on an environmentally impacted property.

There were no legal or physical restrictions or limitations on the use of, or access to, the subject property identified during this ESA. Available county electronic and hardcopy real property files were searched for land use restrictions, environmental liens, or similar documents concerning the subject property. No such documents were identified during this assessment. The Superfund Lien database was searched during this assessment, and the subject property was not listed.

4.3 Specialized Knowledge

No known specialized knowledge has been transferred to the environmental professional. The purchase price being paid for this property reasonably reflects the fair market value.

4.4 Commonly Known or Reasonably Ascertainable Information

The user provided commonly known or reasonable ascertainable information that would assist SRC with identifying conditions indicative of RECs in connection with the property.

4.5 Valuation Reduction for Environmental Issues

No known valuation reduction has been transferred to the environmental professional due to historic environmental issues that may have been in place prior to the findings of this report.

4.6 Owner, Property Manager, and Occupant Information

The current ownership and property manager is Mr. Luke Inabinett. Occupants include Mr. Inabinett and various relatives.

4.7 Reason for Performing Phase I

The environmental professional performed the ESA on the subject property due to a commercial real estate transaction.

This ESA was conducted to make “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice” as defined by CERCLA §101(35), 42 U.S.C. §9601(35), for the bona fide prospective purchaser exception or the innocent landowner defense to CERCLA liability.

4.8 Other

No other information is applicable to this subject property or the environmental conditions therein.

5.0 RECORDS REVIEW

5.1 Standard Environmental Record Sources

Available Federal and State record sources of environmental concern on or near the subject property were reviewed to determine if there was evidence of recognized environmental conditions or risks that may have an adverse environmental impact on the subject property. The records reviewed included the files of the Groundwater, Wastewater, and Solid & Hazardous Waste Management offices of the South Carolina Department of Environmental Services (DES). In addition to site-specific files, the following DES documents, which are updated regularly and accessed by a subcontracted information service, National Environmental Title Research, LLC. (NETR), were reviewed for reference to the subject property and surrounding properties. Any site identified on the NETR list was cross-referenced with any available DES file. A copy of the radius search conducted by NETR is attached.

5.2 Additional Environmental Record Sources

No other environmental record sources were available at the time of this review.

5.3 Physical Setting Source(s)

A 7.5-minute USGS topographic map (St. Phillips Island, SC quadrangle) was referenced for the physical setting of the subject property in relation to its surroundings (Appendix A).

5.4 Historical Use Information on the Property

Historical use of the property, where available, was determined through review of USGS 7.5 Minute topographic maps, aerial photography, GIS Mapping websites, USDA Field Office, and Google Earth Pro. Zoning, land use records, deeds, surveys, and tax maps were resourced via the Beaufort County Government website.

The subject property was historically used for agriculture. It was developed beginning in 1985 with an approximately 1,700 ft^2 manufactured home on a permanent foundation, an approximately 1,000 ft2 manufactured home on cement blocks, an approximately 1,200 ft^2 storage building, an approximately 700 ft^2 open shed, a pen for domesticated birds, a dock, and dirt surfaced roads. The residences and dock were in place as of 1985. The storage building was built in 2008, and the open shed was built in 2022. Aerial photography dating back to 1951 and topographic maps back to 1944 sourced from www.historicaerials.com were reviewed and indicated the subject property was used for agriculture until the current structures were built. Agriculture is still practiced on a smaller scale. A 1984 aerial shows what appears to be two small trailers on the easternmost section of the subject property.

5.5 Historical Use Information on Adjoining Properties

Historical use of the adjacent properties, where available, was determined through review of USGS 7.5 Minute topographic maps, aerial photography, GIS Mapping websites, USDA Field Office, and Google Earth Pro. Zoning, land use records, deeds, surveys, and tax maps were resourced via the Hampton County and Jasper County Government websites.

According to readily available information the adjoining properties were also used for agricultural purposes. The site to the southeast across Seaside Road was also developed with a residence. There may have been a residential structure to the southwest according to historical topographic maps, but it is not visible on aerials. The EP does not consider this to represent a REC.

6.0 TRACT RECONNAISSANCE

6.1 Methodology and Limiting Conditions

The subject property and surrounding properties, shown in Appendix A, were inspected by the EP for evidence of potential sources of environmental impact to the groundwater and soil of the subject property by using a grid pattern and walking several transects to ensure complete coverage of the subject property. Drone reconnaissance was also used. Physical obstructions included the wetland areas, and residential structures. There were no other limiting conditions such as weather.

6.2 General Subject Property Setting

The subject property is representative of the coastal zone and consists of forested land with large areas of wetlands. Agricultural activities are common in the area. Residential development has increased in the recent years.

6.3 Exterior Observations

Exterior observations of the subject property and adjacent sites by the Environmental Professional (EP) did not visually or physically observe, or identify from the interviews or records review, any of the following:

- Pits, Ponds, or Lagoons on the property used in connection with waste disposal or waste treatment
- Wastewater
- Stained Soil or Pavement (other than de minimis)
- Stressed Vegetation
- Wells (groundwater monitoring wells)
- Septic Systems
- Solid Waste (including trash, demolition debris or construction debris)

The EP does not consider this to represent a REC.

6.4 Interior Observations

Interior observations of the residential structures were not conducted due to privacy.

The EP does not consider this to represent a REC.

7.0 INTERVIEWS

7.1 Interview with Owner

Mr. Inabinett provided information pertaining to the subject property. He has owned the parcels since 1985. They have been used for residential and agricultural purposes. The EP does not consider this to represent a REC.

7.2 Interview with Subject Property Manager

See 7.1.

7.3 Interviews with Occupants

Mr. Inabinett and various members of his family have occupied the property.

7.4 Interviews with Local Government Officials

The Beaufort office of the SCDES Bureau of Coastal Management was contacted. There was no specific knowledge pertaining to recognized environmental conditions associated with the subject property, or the adjoining properties. The EP does not consider this to represent a REC.

The Beaufort County Assessor's Office headed by Ms. Ebony Sanders was contacted. Guidance was provided on researching the property's value. There was no specific knowledge pertaining to recognized environmental conditions at the subject property. The EP does not consider this to represent a REC.

The Beaufort County Register of Deeds office was contacted. Their website was down, and online deed research was not available. Available access to the website was not known. The EP does not consider this to represent a REC.

Ms. Bridgette Hackler with the SCDES UST Registry Division was contacted concerning the Williams Garage and Service Station site to the northeast. She confirmed a release was reported in 1999 and a Letter of No Further Action (NFA) was issued in 2008. Also, two USTs were abandoned by removal in 1999. The EP does not consider this to represent a REC.

7.5 Interviews with Others

No other interviews were conducted.

8.0 ADDITIONAL SERVICES/NON-SCOPE CONSIDERATIONS

No additional services, or non-scope considerations were provided. These include: asbestos, lead paint, lead in drinking water, radon, wetlands, ecological resources, endangered species, cultural and historic resources, regulatory compliance, industrial hygiene, health and safety, indoor air quality, biological agents, and mold.

9.0 FINDINGS

The subject property was not listed in any of the searched regulatory databases.

The EP does not consider this to represent a REC.

Note: all database searches were less than four months old according to information provided by NETR (see attached).

9.1 Federal RCRA Generators List

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

There were no RCRA Generators within the search radius.

The EP does not consider this to represent a REC.

9.2 US Toxic Release Inventory

The Toxics Release Inventory (TRI) is a publicly available EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. TRI reporters for all reporting years are provided in the file.

There were no TRI sites listed within the search radius.

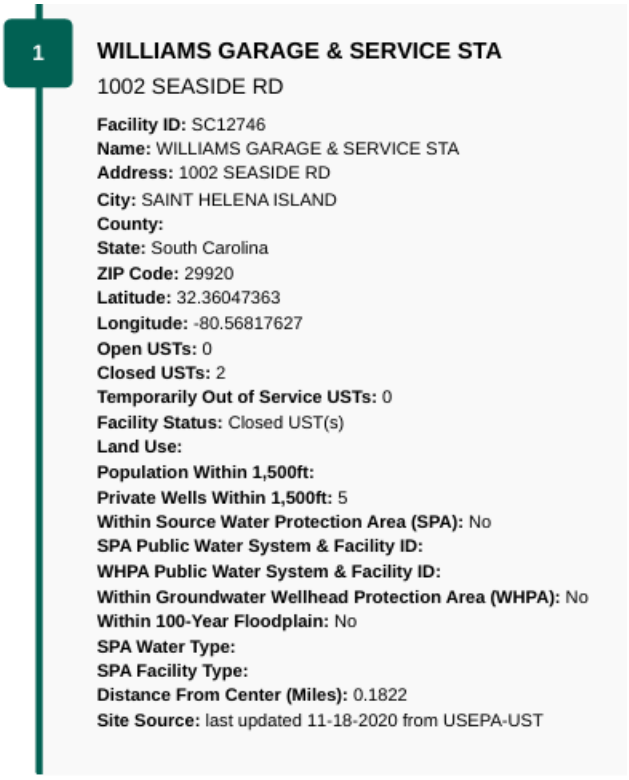
The EP does not consider this to represent a REC.

9.3 Leaking Underground Storage Tanks (LUST)

The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the SC Department of Environmental Services (SCDES) Leaking UST list.

The Williams Garage & Service Station site to the northeast was present on the LUST list. A minor release was reported on 10-6-99. It was listed with a low Risk Based Corrective Action score of 3AA. A letter of No Further Action (NFA) was issued on 9-22-08.

The EP does not consider this to represent a REC.



1

WILLIAMS GARAGE & SERVICE STA

1002 SEASIDE RD

Facility ID: SC12746
Name: WILLIAMS GARAGE & SERVICE STA
Address: 1002 SEASIDE RD
City: SAINT HELENA ISLAND
County:
State: South Carolina
ZIP Code: 29920
Latitude: 32.36047363
Longitude: -80.56817627
Open USTs: 0
Closed USTs: 2
Temporarily Out of Service USTs: 0
Facility Status: Closed UST(s)
Land Use:
Population Within 1,500ft:
Private Wells Within 1,500ft: 5
Within Source Water Protection Area (SPA): No
SPA Public Water System & Facility ID:
WHPA Public Water System & Facility ID:
Within Groundwater Wellhead Protection Area (WHPA): No
Within 100-Year Floodplain: No
SPA Water Type:
SPA Facility Type:
Distance From Center (Miles): 0.1822
Site Source: last updated 11-18-2020 from USEPA-UST

9.4 Underground Storage Tank (UST)

The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the SC Department of Environmental Services (SCDES) list: Comprehensive Underground Storage Tanks (UST).

There were no UST sites listed within the search radius.

The EP does not consider this to represent a REC.

9.5 SC Drycleaner Facilities

Environmental contamination at a dry cleaner site can occur from spills and leaks of solvent. Drycleaners that are operating and have registered with the South Carolina Department of Revenue (SCDOR) are subject to inspection by the South Carolina Department of Environmental Services (SCDES). However, not all Drycleaners in operation have registered with the SCDOR, therefore this coverage is not a complete representation of the state's drycleaners..

There were no dry cleaner sites within the search radius.

The EP does not consider this to represent a REC.

10.0 OPINION

I offer the following opinion as to whether the all appropriate inquiry conducted in accordance with 40 CFR Part 312 and/or 33 CFR 137 has identified conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.

SRC has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of the subject property located at 1047 Seaside Road in St. Helena, SC. There are no historical or current recognized environmental conditions associated with the subject property, or adjacent properties. It is the opinion of the EP that no further investigation is necessary.

11.0 DATA GAPS

I am identifying the following data gaps (as defined in 40 CFR Part 312.10) in the information developed as part of the all appropriate inquiry that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property. I am also including comments regarding the significance of said data gaps on my ability as an environmental professional to provide an opinion as to whether the all appropriate inquiry has identified conditions indicative of releases and threatened releases.

A significant data gap is defined by E1527–21 as a data gap that affects the ability of the environmental professional to identify a REC. There were no limitations or significant data gaps encountered during this investigation that are considered to have hindered the EP's ability to evaluate or identify recognized environmental conditions associated with the subject property.

12.0 CONCLUSIONS

Generally, a Phase I Environmental Site Assessment considers visual, physical, and historical evidence of environmental contamination on and adjacent to a subject property.

There are no indications of current or historical recognized environmental conditions on the subject property or adjacent sites. The EP does not consider this to represent a REC and does not recommend further investigation.

13.0 DEVIATIONS

No deviations were performed from the ASTM Designation E1527–21 "Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process". All available sources were referenced to obtain the necessary information outlined in ASTM E1527-21 to perform a qualified environmental opinion and conclusion.

14.0 REFERENCES

ASTM Designation E1527-21 “Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process”

15.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

This report, entitled “Phase I Environmental Site Assessment,” has been prepared in accordance with guidelines set forth in the American Society for Testing and Materials (ASTM) Standard E1527-21, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312” and 12.13.2.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Southeastern Regulatory Compliance, Inc.



Michael W. Whaley, M.S.

October 21, 2024
Date

16.0 Qualifications (Resume) of Environmental Professional

MICHAEL WAYNE WHALEY, B.Sc., M.Sc.

108 Charping Lane
Anderson, SC 29621

(864) 376-2864
mikew@srcenvironmental.com

PROFILE

- Eighteen years progressively responsible experience in Environmental, Health and Safety program management with medium to large-scale organizations.
- Thorough knowledge of current environmental and safety legislation at the state and federal level, including RCRA, Title V Permitting, and the Clean Water Act.
- Proficient in assessing needs, managing multiple projects, and meeting deadlines.
- Proven successful in forming and leading effective safety teams to reduce accidents and injuries.
- Skilled instructor and facilitator; outstanding oral and written communication skills.
- Experienced in consulting and manufacturing settings (i.e., vinyl production and printing, metals fabrication, and a Tier 1 supplier to the automotive industry).

PROFESSIONAL EXPERIENCE

Program Management

- Composed and implemented Spill Prevention Control and Countermeasures Plan (SPCC), Stormwater Pollution Prevention Plan (SWPPP), OSHA Emergency Response Plan, and RCRA Contingency Plan.
- Developed and utilized monitoring plans to meet all requirements of Title V Air Permit, and National Pollutant Discharge Elimination System (NPDES) Permit.
- Conducted regular self-audits and managed insurance-based on-site audits to maintain compliance.
- Formed and led effective safety teams that reduced overall injuries by 20% and reduced recordable injury rates well below industry average.
- Managed Worker's Compensation claims for staff of 200 and reduced claims by 25% annually.
- Emergency Preparedness and Right to Know Coordinator for facilities with 200-735 full-time employees.

Research, Analysis and Evaluation

- Managed and conducted industrial hygiene and/or environmental testing and developed and implemented options for compliance.
- Modeled wastewater discharges into riverine systems to determine toxicity requirements and mixing zone size.
- Conducted Phase I Environmental Site Assessments for industrial and commercial clients.
- Performed Job Hazard Analyses and Hazard Assessments, articulating complex issues and formulating strategies for change.
- Managed all records associated with health and safety issues including OSHA 200, Worker's Compensation, and Accident/Near-miss tracking; analyzed and evaluated emerging trends.
- Analyzed water usage trends and reduced purchased water usage and wastewater generation by over 25%.

Written and Verbal Communication

- Provided expert advice and consultation to senior management and industry associates on a wide range of environmental, safety and compliance issues.
- Generated and submitted monthly, quarterly, and annual reports for air quality, wastewater, hazardous waste, infectious waste, Form R, Tier II, and stormwater according to local, state, and federal regulations for a Large Quantity Hazardous Waste Generator with RCRA Part B Permit.
- Trained employees in all areas of safety and environmental regulations with consistently positive feedback.
- Developed and presented information to Key Operating Indicator (KOI) Team about EHS issues relating to productivity and profit.
- Produced written compliance procedures and trained plant personnel according to OSHA Safety Programs, and US DOT, US EPA, and SC DES regulations.
- Published author.

EMPLOYMENT HISTORY

Owner Southeastern Regulatory Compliance, Anderson, SC	2002 - Current
Science Department Adjunct Professor Tri-County Technical College, Pendleton, SC	2015 - Current
Science Department Educator Anderson School District 4	2017 - Current
Science Department Educator Anderson School District 1	2015 - 2017
Science Department Educator Anderson School District V	2006 - 2015
EHS/Facilities & Security Supervisor AFCO, Anderson, SC	2005 - 2006
Environmental Specialist Michelin N.A., Anderson, SC	2003 - 2005
Safety and Environmental Manager AVX Corporation, Myrtle Beach, SC	2001 - 2003
Safety and Environmental Coordinator VyTech Industries, Inc., Anderson, SC	1998 - 2001
Safety and Environmental Engineer The Torrington Co., Union, SC	1994 - 1998
Project Scientist RMT, Inc., Greenville, SC	1992 - 1994
Research Specialist The Institute for Wildlife and Environmental Toxicology, Pendleton, SC	1991 - 1992

EDUCATION AND PROFESSIONAL DEVELOPMENT

M.Sc., Biological Sciences Clemson University, Clemson, SC	2014
M.Sc., Aquatic Toxicology (Fisheries and Wildlife) Clemson University, Clemson, SC	1991
B.Sc., Biology The Citadel, Charleston, SC	1987

- 24-hour OSHA 1910.120 Hazardous Waste Operators Health and Safety Emergency Response Training
- OSHA Programs Training including, but not limited to Ergonomics, Bloodborne Pathogens, CPR and First Responder, Lockout/Tagout, Emergency Response, and Fire Prevention and Control
- RCRA Hazardous Waste Management Training

APPENDIX A



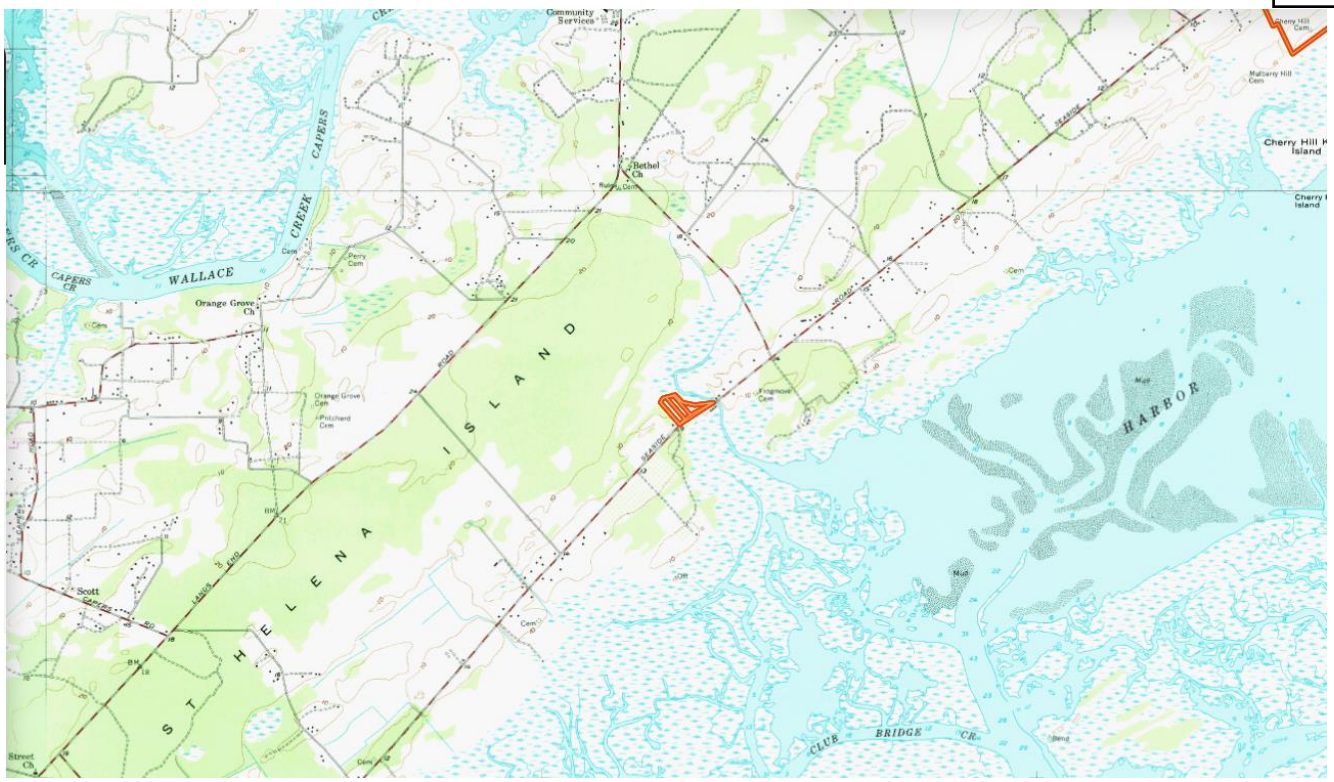


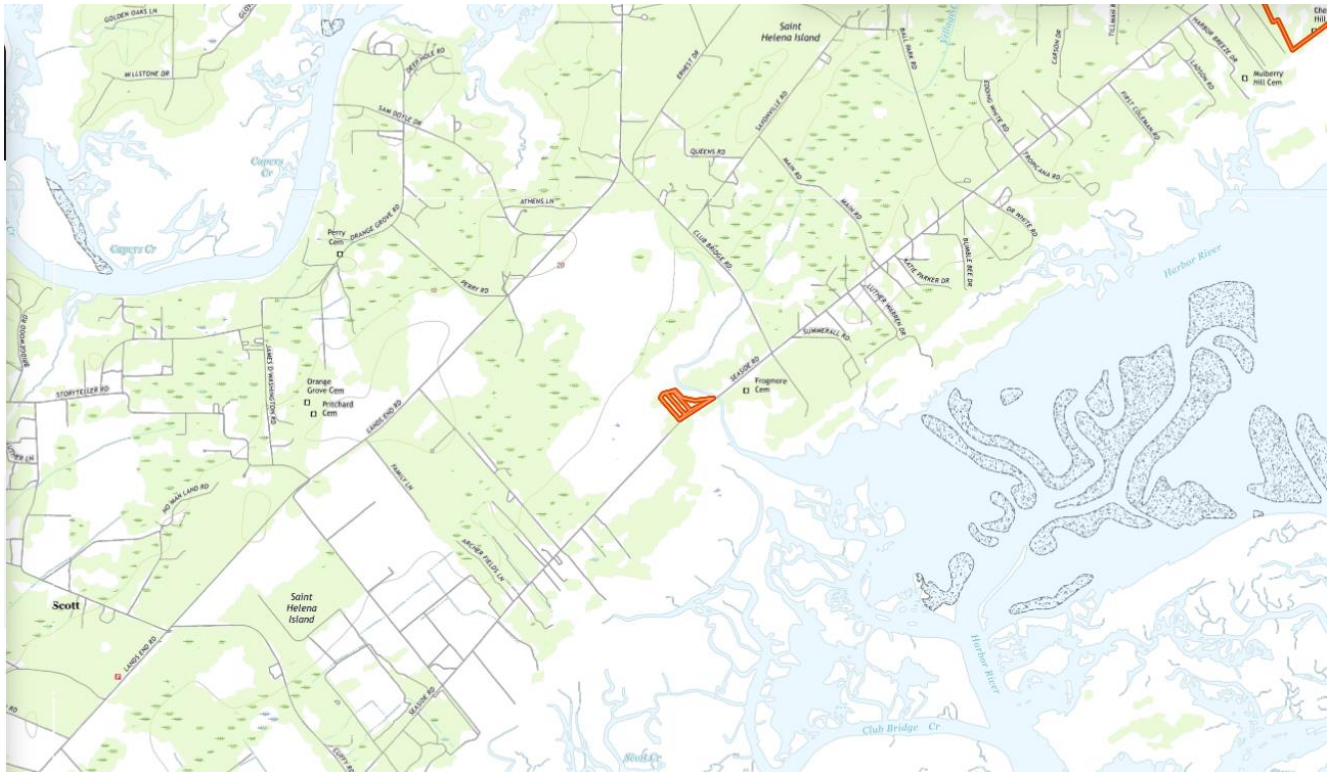
Southeastern Regulatory Compliance, Inc.

mikew@srcenvironmental.com
www.srcenvironmental.com
864.376.2864

FIGURE 1
Location Map
St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920

APPENDIX B





Southeastern Regulatory Compliance, Inc.

mikew@srcenvironmental.com
www.srcenvironmental.com
864.376.2864

FIGURE 2
Topographical Map 1:24,000 Scale
St. Philips Island, SC Quadrangle – 1958 & 2020
St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920

APPENDIX C



1955 (NETR Historical Aerials)



1984 (NETR Historical Aerials)

Southeastern Regulatory Compliance, Inc.

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FIGURE 3A
1955 & 1984 Aerials
St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920



1994 (Google Earth Pro)



2005 (Google Earth Pro)

Southeastern Regulatory Compliance, Inc.

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FIGURE 3B
1994 & 2005 Aerials
St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920



2015 (Google Earth Pro)



2021 (Google Earth Pro)

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FIGURE 3C
2015 & 2021 Aerials
St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920

APPENDIX D



Southeastern Regulatory Compliance, Inc.

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FIGURE 4
Wetlands Map
St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920

APPENDIX E



SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
Wd	Wando fine sand, 0 to 6 percent slopes	7.52	82.46	0	28	4s
Sk	Seabrook fine sand	1.54	16.89	0	34	3s
CE	Capers association	0.06	0.66	0	4	8w
TOTALS		9.12(*)	100%	-	28.86	3.86

Southeastern Regulatory Compliance, Inc.

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864.376.2864

FIGURE 5
Soils Map
St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920

APPENDIX F



Figure 1: Seaside Road – Northeast View



Figure 2: Residence #1



Figure 3: Residence #2



Figure 4: Garage and Storage Building



Figure 5: Equipment Shed



Figure 6: Bird Coop



Figure 7: Diesel Fuel AST



Figure 8: Scrapped Car, Washing Machine, and Trailer



Figure 9: Antique Farm Equipment



Figure 10: Adjoining Property East (Owned by Mr. Inabinet)



Figure 11: Live Oaks



Figure 12: North View to Creek



Figure 13: West View from Dock



Figure 14: East View Towards Seaside Road

APPENDIX G

Site Name: St. Helena Easement - Inabinet
Location: 1047 Seaside Road St. Helena, SC
Prepared for: SRC, Inc.
Ref: Kate - Open Land Trust
Center Coordinates: 32.359808296551584,-80.57119846343996
Prepared Date: Sun Oct 20 2024 18:26:39 GMT+0000 (Coordinated Universal Time)

ENVIRONMENTAL RADIUS REPORT

ASTM E1527-21

NETROnline

2055 E. Rio Salado Pkwy, Tempe, AZ 85381 | 480-967-6752

Summary

Federal	< 1/4	1/4 - 1/2	1/2 - 1
Lists of Federal NPL (Superfund) sites	0	0	0
Lists of Federal Delisted NPL sites	0	0	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders	0	0	0
Lists of Federal CERCLA sites with NFRAP	0	0	0
Lists of Federal RCRA facilities undergoing Corrective Action	0	0	0
Lists of Federal RCRA TSD facilities	0	0	0
Lists of Federal RCRA generators	0	0	0
Federal institutional control/engineering control registries	0	0	0
Federal ERNS list	0	0	0

State	< 1/4	1/4 - 1/2	1/2 - 1
Lists of state and tribal Superfund equivalent sites	0	0	0
Lists of state and tribal hazardous waste facilities	0	0	0
Lists of state and tribal landfills and solid waste disposal facilities	0	0	0
Lists of state and tribal leaking storage tanks	0	0	0
Lists of state and tribal registered storage tanks	0	0	0
State and tribal institutional control/engineering control registries	0	0	0
Lists of state and tribal voluntary cleanup sites	0	0	0
Lists of state and tribal brownfields sites	0	0	0

Other	< 1/4	1/4 - 1/2	1/2 - 1
State and/or tribal lists of sites requiring further investigation / remediation	0	0	0
State list of Significant Environmental Hazards (SEH)	0	0	0
Lists of state and tribal mine sites requiring further investigation and/or remediation	0	0	0
State and/or tribal lists of spills and spill responses	0	0	0
State and/or tribal lists of emergency responses	0	0	0
State and/or tribal lists of dry cleaners	0	0	0
State and/or tribal lists of clandestine laboratory cleanups	0	0	0
State and/or tribal lists of scrap/used tire processing facilities	0	0	0
State and/or tribal lists of underground injection control sites	0	0	0
State and/or tribal listings of permitted drywells	0	0	0
Automobile salvage yards	0	0	0
Livestock Waste Control sites	0	0	0
Controlled Animal Feeding Operations (CAFOs)	0	0	0
State and/or tribal lists of registered aboveground storage tanks (ASTs)	0	0	0
C.A.A. Permitted Facilities	0	0	0
NPDES Permitted Facilities	0	0	0
Onsite Wastewater Treatment sites	0	0	0
State and/or tribal lists of permitted facilities	1	0	0
Resource Conservation and Recovery Act Information (RCRAInfo)	0	0	0
U.S. EPA Enforcement, Compliance History Online (ECHO)	0	0	0
U.S. EPA Underground Storage Tanks (UST)	1	0	0
U.S. EPA Toxic Substances Control Act (TSCA) database	0	0	0
U.S. EPA Toxic Release Inventory System (TRIS)	0	0	0

Lists of Federal NPL (Superfund) sites

The National Priorities List (NPL) is the list of sites of national priority among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. The NPL is intended primarily to guide the EPA in determining which sites warrant further investigation. The NPL is updated periodically, as mandated by CERCLA.
There were no Federal NPL sites found within a one-mile radius of the target property.

Lists of Federal Delisted NPL sites

The EPA may delete a final NPL site if it determines that no further response is required to protect human health or the environment. Under Section 300.425(e) of the NCP (55 FR 8845, March 8, 1990), a site may be deleted when no further response is appropriate if EPA determines that one of the following criteria has been met: 1) EPA, in conjunction with the state, has determined that responsible parties have implemented all appropriate response action required, 2) EPA, in consultation with the state, has determined that all appropriate Superfund-financed responses under CERCLA have been implemented and that no further response by responsible parties is appropriate, 3) A remedial investigation/feasibility study (RI/FS) has shown that the release poses no significant threat to public health or the environment and, therefore, remedial measures are not appropriate.

There were no Federal Delisted NPL sites found within a half-mile radius of the target property.

Lists of Federal sites subject to CERCLA removals and CERCLA orders

CERCLA identifies the classes of parties liable under CERCLA for the cost of responding to releases of hazardous substances. In addition, CERCLA contains provisions specifying when Federal installations must report releases of hazardous substances and the cleanup procedures they must follow. Executive Order No. 12580, Superfund Implementation, delegates response authorities to EPA and the Coast Guard. Generally, the head of the Federal agency has the delegated authority to address releases at the Federal facilities in its jurisdiction.

There were no Federal sites subject to CERCLA removals and/or orders found within a half-mile radius of the target property.

Lists of Federal CERCLA sites with NFRAP

No Further Remedial Action Planned (NFRAP) is a decision made as part of the Superfund remedial site evaluation process to denote that further remedial assessment activities are not required and that the facility/site does not pose a threat to public health or the environment sufficient to qualify for placement on the National Priorities List (NPL) based on currently available information. These facilities/sites may be re-evaluated if EPA receives new information or learns that site conditions have changed. A NFRAP decision does not mean the facility/site is free of contamination and does not preclude the facility/site from being addressed under another federal, state or tribal cleanup program.

There were no Federal CERCLA sites with No Further Remedial Action Planned (NFRAP) decisions found within a half-mile radius of the target property.

Lists of Federal RCRA facilities undergoing Corrective Action

Corrective action is a requirement under the Resource Conservation and Recovery Act (RCRA) that facilities that treat, store or dispose of hazardous wastes investigate and cleanup hazardous releases into soil, ground water, surface water and air. Corrective action is principally implemented through RCRA permits and orders. RCRA permits issued to TSDFs must include provisions for corrective action as well as financial assurance to cover the costs of implementing those cleanup measures. In addition to the EPA, 44 states and territories are authorized to run the Corrective Action program.

There were no Federal RCRA facilities undergoing corrective action(s) found within a one-mile radius of the target property.

Lists of Federal RCRA TSD facilities

The final link in RCRA's cradle-to-grave concept is the treatment, storage, and disposal facility (TSDF) that follows the generator and transporter in the chain of waste management activities. The regulations pertaining to TSDFs are more stringent than those that apply to generators or transporters. They include general facility standards as well as unit-specific design and operating criteria.
There were no Federal RCRA treatment, storage and disposal facilities (TSDFs) found within a half-mile radius of target property.

Lists of Federal RCRA generators

A generator is any person who produces a hazardous waste as listed or characterized in part 261 of title 40 of the Code of Federal Regulations (CFR). Recognizing that generators also produce waste in different quantities, EPA established three categories of generators in the regulations: very small quantity generators, small quantity generators, and large quantity generators. EPA regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA) to ensure that these wastes are managed in ways that protet human health and the environment. Generators of hazardous waste are regulated based on the amount of hazardous waste they generate in a calendar month, not the size of their business or facility.

There were no Federal RCRA generators found at the target property and/or adjoining properties.

Federal institutional control/engineering control registries

Institutional Controls (IC) are defined as non-engineered and/or legal controls that minimize the potential human exposure to contamination by limiting land or resource use. Whereas, Engineering Controls (EC) consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media.

There were no Federal institutional or engineering controls found at the target property.

Federal ERNS list

The Emergency Response Notification System (ERNS) is a database used to store information on notification of oil discharges and hazardous substances releases. The ERNS program is a cooperative data sharing effort encompassing the National Response Center (NRC), operated by the US Coast Guard, EPA HQ and EPA regional offices. ERNS data is used to analyze release notifications, track EPA responses and compliance to environmental laws, support emergency planning efforts, and assist decision-makers in developing spill prevention programs.

There were no Federally recorded releases of oil and/or hazardous substances at the target property.

Lists of state and tribal Superfund equivalent sites

In order to maintain close coordination with the states and tribes in the NPL listing decision process, the EPA's policy is to determine the position of states and tribes on sites that EPA is considering for listing. Consistent with this policy, since 1996, it has been the EPA's general practice to seek the state or tribe's position on sites under consideration for NPL listing by submitting a written requiest to the governor/state environmental agency or tribe. Various states may have their own program for identifying, investigating and cleaning up sites where consequential amounts of hazardous waste may have been disposed that work in conjunction with the EPA's Superfund remedial program.

There were no State and/or tribal Superfund equivalent sites found within a one-mile radius of target property.

Lists of state and tribal hazardous waste facilities

EPA established basic hazardous waste management standards for businesses who produce hazardous waste and categorized three businesses based on the volume of hazardous waste produced in a calendar month. On the federal level, there are three generator categories: large quantity generator, small quantity generator, and conditionally exempt small quantity generator. Some states are authorized to establish generator categories that are different from those that federal EPA set up. State regulatory requirements for generators of hazardous waste may be more stringent than the federal program.
There were no State and/or tribal hazardous waste facilities found within a half-mile radius of the target property.

Lists of state and tribal landfills and solid waste disposal facilities

Title 40 of the CFR parts 239 through 259 contain the regulations for non-hazardous solid waste programs set up by the states. EPA has requirements for state solid waste permit programs, guidelines for the processing of solid waste, guidelines for storage and collection of commercial, residential and institutional solid waste, and the criteria for municipal solid waste landfills. State solid waste programs may be more stringent than the federal code requires.

There were no State and/or tribal landfills or solid waste disposal facilities found within a half-mile radius of the target property.

Lists of state and tribal leaking storage tanks

A typical leaking underground storage tank (LUST) scenario involves the release of a fuel product from an underground storage tank (UST) that can contaminate surrounding soil, groundwater, or surface waters, or affect indoor air spaces. Once a leak is confirmed, immediate response actions must be taken to minimize or eliminate the source of the release and to reduce potential harm to human health, safety, and the environment. Each state has unique requirements for initiating responses to a release, and it is up to the UST owner or operator to conduct actions in compliance with his/her local rules.

There were no State and/or tribal leaking storage tanks found within a half-mile radius of the target property.

Lists of state and tribal registered storage tanks

EPA initially issued UST regulations in 1988. In 2015, EPA modified the UST regulation, which was effective October 13, 2015 in Indian Country and states without State Program Approval. EPA recognizes that, because of the size and diversity of the regulated community, state and local governments are in the best position to oversee USTs: 1) State and local authorities are closer to the situation in their domain and are in the best position to set priorities, 2) Subtitle I of the Solid Waste Disposal Act allows state UST programs approved by EPA to operate in lieu of the federal program, 3) the state program approval (SPA) regulations set criteria for states to obtain the authority to operate in lieu of the federal program. State programs must be at least as stringent as EPA's. A complete version of the law that governs USTs can be found in U.S. Code, Title 42, Chapter 82, Subchapter IX.

There were no State and/or tribal registered storage tanks found at subject and adjoining properties.

State and tribal institutional control/engineering control registries

Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Engineering controls consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media. It is EPA's expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable.

There were no State and/or tribal institutional and/or engineering controls found filed against the target property.

Lists of state and tribal voluntary cleanup sites

State cleanup programs play a significant role in assessing and cleaning up contaminated sites. State cleanup programs typically are programs authorized by state statutes to address brownfields and other lower-risk sites that are not of federal interest. The EPA has historically supported the use of state cleanup programs and continues to provide grant funding to establish and enhance the programs. This approach was codified in 2002 as Section 182 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

There were no State and/or tribal voluntary cleanup sites found within a half-mile radius of the target property.

Lists of state and tribal brownfields sites

Since its inception in 1995, EPA's Brownfields and Land Revitalization Program has grown into a proven, results-oriented program that has changed the way communities address and manage contaminated property. The program is designed to empower states, tribes, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. Beginning in the mid-1990s, EPA provided small amounts of seed money to local governments that launched hundreds of two-year Brownfields pilot projects and developed guidance and tools to help states, communities and other stakeholders in the cleanup and redevelopment of brownfields sites.

There were no State and/or tribal brownfields sites found within a half-mile radius of the target property.

State and/or tribal lists of sites requiring further investigation / remediation

No records found

State list of Significant Environmental Hazards (SEH)

No records found

Lists of state and tribal mine sites requiring further investigation and/or remediation

No records found

State and/or tribal lists of spills and spill responses

No records found

State and/or tribal lists of emergency responses

No records found

State and/or tribal lists of dry cleaners

No records found

State and/or tribal lists of clandestine laboratory cleanups

No records found

State and/or tribal lists of scrap/used tire processing facilities

No records found

State and/or tribal lists of underground injection control sites

No records found

State and/or tribal listings of permitted drywells

No state and/or tribal permitted drywells were found within a half-mile radius of the target property.

Automobile salvage yards

No records found

Livestock Waste Control sites

No records found

Controlled Animal Feeding Operations (CAFOs)

No records found

State and/or tribal lists of registered aboveground storage tanks (ASTs)

No records found

C.A.A. Permitted Facilities

No records found

NPDES Permitted Facilities

No records found

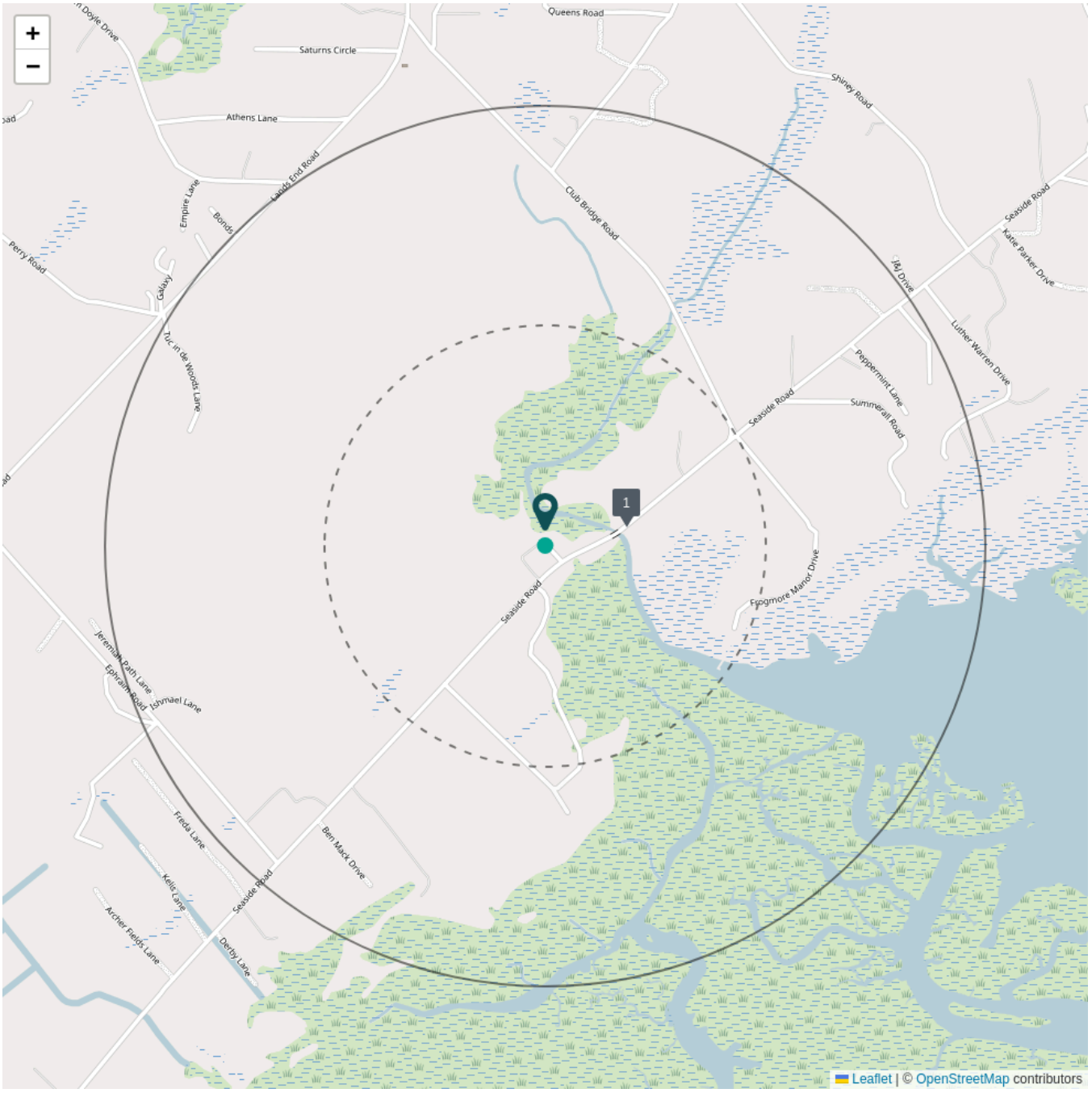
Onsite Wastewater Treatment sites

No records found

State and/or tribal lists of permitted facilities

SOUTH CAROLINA - ENVIRONMENTAL FACILITY INFORMATION SYSTEM

The SC-EFIS is the South Carolina Department of Health and Environmental Control (DHEC) Environmental Facility Information System that integrates information on environmental facilities, permits, violations, enforcement actions, and compliance activities needed to support regulatory requirements and target environmental quality improvements for the water, air, solid waste, and hazardous waste program areas.



center: 32.359808296551584,-80.57119846343996

0.5 Miles 1.0 Miles

1

WILLIAMS GARAGE & SERVICE STA

1002 SEASIDE RD

Registry ID: 110017148308
Name: WILLIAMS GARAGE & SERVICE STA
Address: 1002 SEASIDE RD
City: SAINT HELENA ISLAND
Site Type: STATIONARY
Program Acronyms: SC-EFIS:SC0000069483
Interest Type: STATE MASTER
Point of Reference Description: CENTER OF A FACILITY OR STATION
Date Created: 11-MAR-04
Date Updated: 12-FEB-08
FRS Facility Detail Report URL: Link
Distance From Center (Miles): 0.1865
Site Source: last updated from FACILITY REGISTRY SERVICE

Resource Conservation and Recovery Act Information (RCRAInfo)

No records found

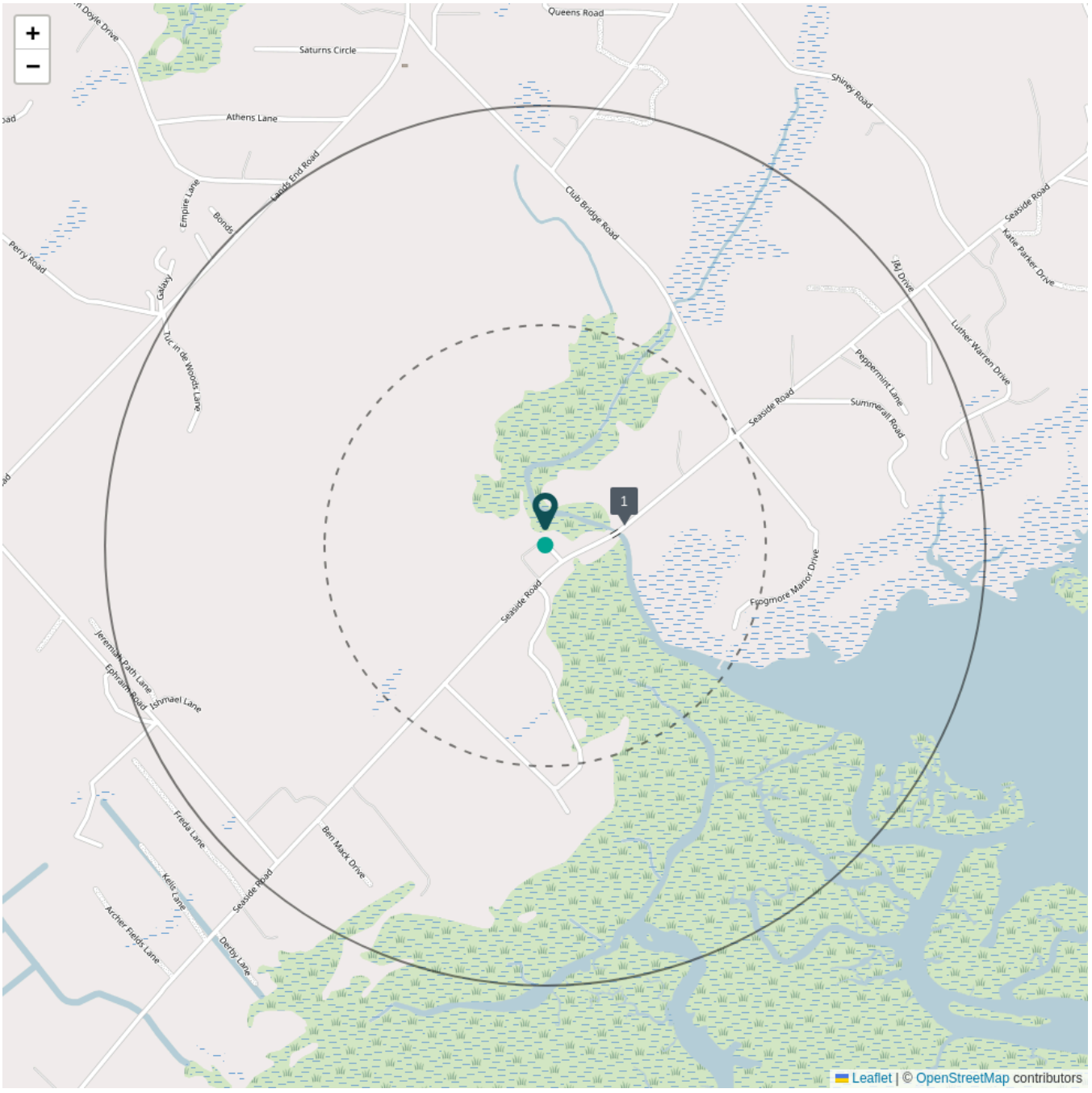
U.S. EPA Enforcement, Compliance History Online (ECHO)

No records found

U.S. EPA Underground Storage Tanks (UST)

EPA - UNDERGROUND STORAGE TANKS

Approximately 542,000 underground storage tanks (USTs) nationwide store petroleum or hazardous substances. The greatest potential threat from a leaking UST is contamination of groundwater, the source of drinking water for nearly half of all Americans. EPA, states, territories, and tribes work in partnership with industry to protect the environment and human health from potential releases. EPA developed UST Finder, a mapping application containing a comprehensive, state-sourced national map of UST and leaking UST data. It provides attributes and locations of active and closed USTs, UST facilities, and LUST sites from states as of 2018-2019 and from Tribal lands and US territories as of 2020-2021. This data set was searched to return all records regarding the target and/or adjoining properties.



center: 32.359808296551584,-80.57119846343996

0.5 Miles 1.0 Miles

1

WILLIAMS GARAGE & SERVICE STA

1002 SEASIDE RD

Facility ID: SC12746
Name: WILLIAMS GARAGE & SERVICE STA
Address: 1002 SEASIDE RD
City: SAINT HELENA ISLAND
County:
State: South Carolina
ZIP Code: 29920
Latitude: 32.36047363
Longitude: -80.56817627
Open USTs: 0
Closed USTs: 2
Temporarily Out of Service USTs: 0
Facility Status: Closed UST(s)
Land Use:
Population Within 1,500ft:
Private Wells Within 1,500ft: 5
Within Source Water Protection Area (SPA): No
SPA Public Water System & Facility ID:
WHPA Public Water System & Facility ID:
Within Groundwater Wellhead Protection Area (WHPA): No
Within 100-Year Floodplain: No
SPA Water Type:
SPA Facility Type:
Distance From Center (Miles): 0.1822
Site Source: last updated 11-18-2020 from USEPA-UST

U.S. EPA Toxic Substances Control Act (TSCA) database

No records found

U.S. EPA Toxic Release Inventory System (TRIS)

No records found

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APPENDIX H

APPENDIX I

Beaufort County, South Carolina

generated on 10/18/2024 12:47:49 PM EDT

Parcel

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128B 0000	00305912	10 CHIQUITA PT,	10/11/2024	2024	2024

Owner Information

Owner	INABINETT LUKE H
Owner Address	10 CHIQUITA PT ST HELENA ISLAND SC 29920-9802
Sale Date	
Deed Reference	463 931

Location Information

Tax District Name	300 300-ST HELENA ISLAND	Routing No.	
Parcel Address	10 CHIQUITA PT,	Legal Description	1985 MASCOT/GREY/SER#MHG1821/52X24/SUBJ TO ROLLBACK TAX LIEN~2/11 0.26 AC ADDED FM 23/350
Acreage	3.4600		

Parcel Information

Property Class Code	AgImp Forest

Topography

Level	N
High	N
Low	N
Rolling	N
Swampy	N
Flood Hazard	
Waterfront Property Type	

Assessment Information

Prior Year	2023	Current Year	2024
Appraised Value Land	158,000	Appraised Value Land	158,000
Appraised Value Improvements	26,700	Appraised Value Improvements	26,700
Total Appraised Value	184,700	Total Appraised Value	184,700
Limited (Capped) Appraised Value Total	132,143	Limited (Capped) Appraised Value Total	132,143
Exemption Amount	2,000	Exemption Amount	2,000
Taxable Value	2,500	Taxable Value	2,50

Assessment Ratio	4%	Assessment Ratio	
Assessed Value	4,500	Assessed Value	4,500

Beaufort County, South Carolina

generated on 10/18/2024 12:50:42 PM EDT

Parcel

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128C 0000	00305921	1034 SEASIDE RD,	10/11/2024	2024	2024

Owner Information

Owner	INABINETT LUKE H SR
Owner Address	10 CHIQUITA POINT ST HELENA ISLAND SC 29920
Sale Date	
Deed Reference	11 8561

Location Information

Tax District Name	300 300-ST HELENA ISLAND	Routing No.	
Parcel Address	1034 SEASIDE RD,	Legal Description	PARCEL A2 PB13 PG40 PG76 PG114 *SEE 2002 TX ACCT #10478219 AC ADJUSTED BY PLAT *T ACCT 89 INCORRECT OWNER SUBJ TO ROLL BACK TAX LIEN
Acreage	2.9000		

Parcel Information

Property Class Code	AgVac Forest

Topography

Level	N
High	N
Low	N
Rolling	N
Swampy	N
Flood Hazard	
Waterfront Property Type	

Assessment Information

Prior Year		Current Year	
Appraised Value Land	120,800	Appraised Value Land	120,800
Appraised Value Improvements	0	Appraised Value Improvements	0
Total Appraised Value	120,800	Total Appraised Value	120,800
Limited (Capped) Appraised Value Total	94,111	Limited (Capped) Appraised Value Total	94,111
Exemption Amount	0	Exemption Amount	0
Taxable Value	20	Taxable Value	2

Assessment Ratio	4%	Assessment Ratio	
Assessed Value	20	Assessed Value	20

Beaufort County, South Carolina

generated on 10/18/2024 12:52:28 PM EDT

Land

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128D 0000	00305930	1042 SEASIDE RD,	10/11/2024	2024	2024

Land Description

Legally Deeded Acreage	3.0000
Legal Description	MOBILE HOME SITE SUBJ TO ROLL BACK TAX LIEN

Land Type - 50 TRACTS MARSH FRONT AC NON-S/D

Effective Frontage	.0	Actual Frontage	.0
Effective Depth	.0		
Acreage	1.50		
Square Footage	.00		
Soil ID			

Land Type - 50 TRACTS MARSH FRONT AC NON-S/D

Effective Frontage	.0	Actual Frontage	.0
Effective Depth	.0		
Acreage	1.50		
Square Footage	.00		
Soil ID			

Land Type - 80 CROPLAND

Effective Frontage	.0	Actual Frontage	.0
Effective Depth	.0		
Acreage	1.50		
Square Footage	.00		
Soil ID	5		

Land Type - 81 TIMBER

Effective Frontage	.0	Actual Frontage	.0
Effective Depth	.0		
Acreage	1.50		
Square Footage	.00		
Soil ID	2		

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

APPENDIX E

APPENDIX F

APPENDIX G

APPENDIX H

APPENDIX I

APPENDIX J

Site Information For N-12746 WILLIAMS GARAGE & SERVICE STA

Basic

Business Address	1002 SEASIDE RD SAINT HELENA ISLAND SC 29920	**County**	BEAUFORT
		Phone	
Category	Retail Sales	**Last Inspection**	1/4/1999
Tank Owner Business Address	WILLIAMS, SAMUEL W 1002 SEASIDE RD ST HELENA IS SC 29920-9802	**Tank Owner Phone**	803-838-2417
Land Owner Business Address		**Land Owner Phone**	
Operator Business Address		**Operator Phone**	

Tanks	2	**Billable**	0	**Abandoned**	2	**Other**	0

Financial Responsibility

Show/hide financials

No financial responsibility data found for this site.

Tanks

Show/hide tanks

Tank Num.	1						
Constr. Date		**Class**	N	**Tank Const.**	Steel	**Pipe Const.**	Steel
Operat. Date	11/11/1911	**Status**	Abandoned	**Tank Protect.**		**Tested**	
				Pipe Protect.		**Tested**	
Notify	5/8/1990	**Capacity**	550	**Tank Cont. Meth.**	Single wall	**Pipe Cont. Meth.**	Single wall
Variance		**Product**	Gasoline	**Overfill type**		**Verified**	
						Piping type	Suction
Compliance		**Comp. Status**		**Age at Notification**	10	**Dist. to Well (feet)**	
Spill Prevention		**Left Gal.**		**Owner at ABD**	WILLIAMS, SAMUEL W	**Last Use**	6/12/1998
Aband.	2/15/1999	**Method**	Removed	**CAS No.**		**Chem.**	
Under Dispenser Cont.	False	**Drop Tube**	False	**Tank Leak Det.**	Tank Tightness Test	**Pipe Leak Det.**	Line Tightness Test

Tank Num.	2						
Constr. Date		**Class**	N	**Tank Const.**	Steel	**Pipe Const.**	Steel
Operat. Date	11/11/1911	**Status**	Abandoned	**Tank Protect.**		**Tested**	
				Pipe Protect.		**Tested**	
Notify	5/8/1990	**Capacity**	550	**Tank Cont. Meth.**	Single wall	**Pipe Cont. Meth.**	Single wall
Variance		**Product**	Gasoline	**Overfill type**		**Verified**	
						Piping type	Suction
Compliance		**Comp. Status**		**Age at Notification**	10	**Dist. to Well (feet)**	
Spill Prevention		**Left Gal.**		**Owner at ABD**	WILLIAMS, SAMUEL W	**Last Use**	6/12/1998
Aband.	2/15/1999	**Method**	Removed	**CAS No.**		**Chem.**	
Under Dispenser Cont.	False	**Drop Tube**	False	**Tank Leak Det.**	Tank Tightness Test	**Pipe Leak Det.**	Line Tightness Test

Releases

Show/hide releases

Release No.	1						
Reported	10/6/1999	**Status**		**Product**		**Compliance Req?**	True
NFA	9/22/2008	**Fin Type**	Recoverable SUPERB deductible	**RBCA / Score**	3AA - Short term 1-2 years threat / 293	**Compliance Met**	True
Confirmed	10/15/1999	**Emergency Resp.**		**Superb Qualified**		**Compliance Date**	
Cleanup Initiated	11/23/1999	**Abatement Met**	2/15/1999	**Superb Determ. Date**		**Fin. Res. Mechanism**	
Cleanup Complete	9/22/2008	**Transferred**		**Project Manager**	SHRADER, ART A		
Cleanup > MCL		**Source**	UST	**Responsible Party**	WILLIAMS, SAMUEL W		

APPENDIX K

SOUTHEASTERN REGULATORY COMPLIANCE

PHASE I ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

The following questionnaire is required by the ASTM Standard E1527-21, which adheres to the All Appropriate Inquiries (AAI) Rule (United States Environmental Protection Agency) (40 CFR 312).

As defined by ASTM, the User of the report is the *"party seeking to use Practice E 1527 to complete an environmental site assessment of the property. A user may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. The user has specific obligations for completing a successful application of this practice."*

PROPERTY NAME:	St. Helena Easement - Inabinett
PROPERTY ADDRESS:	1047 Seaside Road
PROPERTY CITY, STATE ZIP:	St. Helena, SC 29920

1. Environmental liens that are filed or recorded against the property (40 CFR 312.25)

Did a search of recorded land title records (or judicial records) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?

☐ **YES** ☒ **NO**

2. Activity and use limitations (AULs) that are in place on the property or that have been filed or records against the property (40 CFR 312.26(a)(1)(v) and (vi))

Did a search of recorded land title records (or judicial records) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

☐ **YES** ☒ **NO**

SOUTHEASTERN REGULATORY COMPLIANCE

3. **Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28)**
   Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

   ☐ **YES** ☒ **NO**

4. **Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29)**
   Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

   ☒ **YES** ☐ **NO**

5. **Commonly known or reasonably ascertainable information about the Property (40 CFR 312.30)**
   Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases?

   ☐ **YES** ☒ **NO**

SOUTHEASTERN REGULATORY COMPLIANCE

a. Do you know of the past uses of the property?

☒ YES ☐ NO

Agriculture and residential.

b. Do you know of specific chemicals that are present or once were present at the property?

☒ YES ☐ NO

Pesticides, herbicides, and petroleum products.

c. Do you know of spills or other chemical releases that have taken place at the property?

☐ YES ☒ NO

d. Do you know of any environmental cleanups that have taken place at the property?

☐ YES ☒ NO

SOUTHEASTERN REGULATORY COMPLIANCE

e. Do you have any prior knowledge that the property was developed as a gas station, dry cleaner, manufacturing/industrial facility in the past?

☐ **YES** ☒ **NO**

f. Are you aware of historical use of hazardous materials or petroleum products used or present on the property?

☒ **YES** ☐ **NO**

Pesticides, herbicides, fertilizers, and petroleum products. Used properly according to manufacturers directions

g. Do you know if the property is currently or was formerly equipped with underground storage tanks (USTS) or septic tanks?

☐ **YES** ☒ **NO**

h. Do you know of any past, threatened or pending lawsuits or administrative proceedings concerning a release of threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?

☐ **YES** ☒ **NO**

SOUTHEASTERN REGULATORY COMPLIANCE

6. **The degree of obviousness of the presence or likely presence of contamination at the** property**, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)**
   Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?
   ☐ **YES** ☒ **NO**

Signature of User/Person Interviewed: Luke Inabinett

Name of User/Person Interviewed: Luke Inabinett

Title/Relationship to Property: Owner

Phone Number/Email: 843-263-1334

Date: 10-6-24

Contact for additional information:

Name: _____

Relationship to Property:_____

Appraisal Report

1034 Seaside Road
St. Helena Island, SC 29920
Beaufort County
Report Date: May 16, 2024



Client:
Open Land Trust
Attn: Kate Schaefer
Beaufort County Rural
& Critical Land Program
kate@openlandtrust.org

Compass South File Number: 2024-169

South Carolina - Charleston, Greenwood, Greenville, Moncks Corner & Walterboro
Georgia – Blackshear, Soperton & Statesboro
Office (843) 538-6814 · Fax (843) 538-6112 · Website www.compasssouthappraisals.com

May 16, 2024

Open Land Trust
Attn: Kate Schaefer
Beaufort County Rural & Critical Lands Program
kate@openlandtrust.org

Re: 1034 Seaside Road, St. Helena Island SC 29920 in Beaufort County

Dear Mrs. Schaefer:

In fulfillment of the agreement outlined in our engagement letter dated January 23, 2024, we are pleased to present the attached appraisal report for the above referenced property as of Monday, April 22, 2024. The report, which was qualified by the definitions, limitations and certifications set forth therein, states our opinion of the subject property's difference between the fair market value of 9.36 acres before and after the granting of the proposed restrictions and the fee simple value of 1.37 acres are as follows:

Overall Summary - 1034 Seaside Road, St. Helena Island

TMS Parcel #	Acreage	Before Easement	After Easement	Proposed Easement Donation
R300-023-000-128B-0000	3.46	$346,000	$208,000	
R300-023-000-128C-0000	2.90	$290,000	$174,000	
R300-023-000-128D-0000	3.00	$300,000	$180,000	
	9.36	$936,000	$562,000	$374,000

TMS Parcel #	Acreage	Fee Simple Value		
R300-023-000-128A-0000	1.37	$164,000	N/A	N/A

This report is specifically prepared for Open Land Trust and is intended for use only by that person or entity, its associates, professional advisers and appropriate regulatory authorities, if applicable. It may not be distributed to or relied upon by any other persons or entities without our prior written permission.

If you have any questions concerning this report, please contact the undersigned.



Travis Lee Avant, ASA, ARM-RP, R/W-AC
Certified General Real Estate Appraiser 4749
Office: (843) 538-6814
travis@compasssouth.com

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Summary Information

Identity of Client
This appraisal is prepared for and on behalf of Open Land Trust.

Effective Date of the Appraisal
Monday, April 22, 2024

Appraised Value of the Proposed Easement Donation
In our opinion, based on the scope of work, methodologies and analysis performed, and set forth herein, the fair market value of the 9.36 acres before and after the granting of the proposed restrictions and the fee simple value of 1.37 acres are as follows:

Overall Summary - 1034 Seaside Road, St. Helena Island

TMS Parcel #	Acreage	Before Easement	After Easement	Proposed Easement Donation
R300-023-000-128B-0000	3.46	$346,000	$208,000	
R300-023-000-128C-0000	2.90	$290,000	$174,000	
R300-023-000-128D-0000	3.00	$300,000	$180,000	
	9.36	$936,000	$562,000	$374,000

TMS Parcel #	Acreage	Fee Simple Value		
R300-023-000-128A-0000	1.37	$164,000	N/A	N/A

I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c)

Summary Description of the Subject Property

The property is comprised of three tax map parcels containing 9.36 acres located at 1034 Seaside Road on the northern side of the roadway on St. Helena Island and 1.37 acres on the southern side of Seaside Road immediately across the street.

Type of Report
This appraisal is prepared as an 'Appraisal Report', as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). Accordingly, this report summarizes our analysis and the rationale for our conclusion(s).

Date of the Report
May 16, 2024

Real Property Interest Appraised
Tax map parcels R300-023-000-128B-0000, R300-023-000-128C-0000 and R300-023-000-128D-0000 have been appraised on the understanding that the owner's interest is 'fee simple', which is 'an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat'. [*Source*: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022).]

Tax map parcel R300-023-000-128A-0000 has been appraised on the understanding that the owner's interest is 'fee simple', which is 'an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat'. [*Source*: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022).]

Intended Use of the Appraisal
We have been informed that the intended user expects to employ the information contained in this appraisal report for the purpose of establishing a conservation easement value on 9.36 acres of the property and the fee simple market value on 1.37 acres. Accordingly, this appraisal was prepared for income tax purposes as defined by Treasury Reg. 1.170-A-13(c)(3)(G).

Intended User(s)
On the basis of instructions received at the time of the assignment, Open Land Trust is recognized as the intended user(s) of this appraisal report and it is intended for use only by that person or entity, its associates, professional advisers and appropriate regulatory

authorities, if applicable. It may not be distributed to or relied upon by any other persons or entities without Compass South Appraisals prior written permission.

Type and Definition of Value

The subject property is appraised at 'market value', which is defined as 'the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.'

This definition is from regulations published by federal regulatory agencies pursuant to Tile XI of the Financial Institution Reform, Recovery, and Enforcement Act (FIRREA) of 1989, between July 5, 1990 and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration, (NCUA), Federal Deposit Insurance Corporation (FDIC) and the Office of Comptroller of Currency (OCC). The definition is also referenced in regulations jointly published by OCC, FRS, and FDICI on June 1994, and the Interagency Appraisal and Evaluations Guideline, as revised and updated December 2010 (Interagency Appraisal and Evaluation Guidelines, 75 F.R. 77450, 77453 & 77472 (Dec. 10, 2010)).

Property Specific Information

The Subject Real Estate

The property is comprised of four tax map parcels located at 1034 Seaside Road, St. Helena Island, SC 29920. TMS# R300-023-000-128A-0000 contains 1.37 acres and is situated on the southern side of Seaside Road. The site is unimproved and rectangular in shape. It is mostly cleared having an expansive lawn with live oak and other indigenous trees along its borders of the marshes of Harbor River. We were instructed to appraise this portion of the property under fee simple estate.

The other three parcels, totaling 9.36 acres, are situated across the street on the northern side of Seaside Road. Parcel R300-023-000-128B-0000 (3.46 acres) has frontage on the marshes and tidal creek off of Harbor River. This parcel is improved with a 1985 mobile home (2,451 SF) with attached carport (252 SF), an older single-wide mobile home (1,050 SF) a 4'x150' dock with 10x20' pierhead and floater on the tidal creek with shallow-water craft access. There are two wells and two septic systems. The land is irregularly shaped with a lush, manicured lawn near the mobile homes. Live oaks and other indigenous trees run primarily along the banks of the marsh.

Both parcels R300-023-000-128C-0000 (2.90 acres) and R300-023-000-128D-0000 (3 acres) have northern frontage on the marshes off of Harbor River with northwestern views. The front portions of the sites are comprised of a green lawns, one of which has been planted with young pecan trees. Rear acreages have a large canopy of live oaks with a grass beneath. Parcel ending in 128C is improved with an old metal, shed structure. Parcel ending in 128D is improved with a pole-framed, 20'x28' tractor shed with metal roof, siding and dirt floor.

The owner intends to encumber The three parcels, totaling 9.36 acres with a conservation easement in favor of Open Land Trust. The specific terms of the easement are set forth in an Addendum to this report but, in general, subject to certain 'Reserved Rights' of the donor, the property's future use will be limited. Most notable restrictions include:

- The property exists as three parcels right now. There would be no further subdivision. Based upon zoning, the property could be subdivided as many as

five times at 9 acres total, or if individually sold, each parcel (appx. 3 acres) could be subdivided further.
- Only three total permanent residential structures can be built.
- No new docks permitted; one exists.
- Road/Marsh Buffers: 200' from public roads, gates and mailboxes can occur within the buffer but no structures. 100' from marsh and river, existing homes grandfathered unless rebuilt.
- Roads shall be limited to those required to facilitate the uses permitted by this easement, provided there shall be no road construction or covered with impervious surface except as otherwise necessary. Existing roads will be recorded in the easement baseline, and typical easements require no new roads be built if existing roads can meet the needs of the property.

The Owner(s) of Record(s)
Luke H. Inabinett, Sr.

Tax Map Parcel(s)
The property is identified in the county records of Beaufort as falling under the following tax map parcel(s): R300-023-000-128A-0000, R300-023-000-128B-0000, R300-023-000-128C-0000 and R300-023-000-128D-0000

Sales History
Research of the applicable public records, private data services and an interview of the current owner, revealed that the subject is not under current agreement or option and was not offered for sale on the open market. Additionally, according to these sources, the subject has not transferred during the past three years.

South Carolina Property Taxes
Properties in South Carolina are exposed to the "ATI Law", which means the fair market value of a parcel of real property and any improvements thereon as determined by appraisal at the time the parcel last underwent an assessable transfer of interest. In this law, "fair market value" means the fair market value of a parcel of real property and any improvements thereon as determined by the property tax assessor by an initial appraisal, by an appraisal at the time the parcel undergoes an assessable transfer of interest, and as periodically reappraised pursuant to Section 12-43-217.

When real estate is subject to the six percent assessment ratio provided pursuant to Section 12-43-220(e) and is currently subject to property tax undergoes an assessable transfer of interest after 2010, there is allowed an exemption from property tax in an amount equal to 25% of ATI fair market value of the parcel. If the ATI fair market value of the parcel is less than the current fair market value, the exemption otherwise allowed pursuant to this section does not apply. The exemption allowed does not apply unless the owner of the property, or the owner's agent, notifies the county assessor that the property will be subject to the six percent assessment ratio before January 31st for the tax year for which the owner first claims eligibility for the exemption.

South Carolina law also limits the increase in the taxable value of real property attributable to the countywide reassessments to fifteen percent. Market value may increase more than 15%, but if it does, the taxable value is limited or capped. The 15% reassessment cap is not a cap on taxes. The "15% Cap" reduces the value on which some properties are taxed creating a taxable value.
More information can be found here:

https://www.scstatehouse.gov/code/t12c037.php

The most recent taxes on the subject are $393.07 and are reported as paid as of the effective date of this appraisal. Under the state's law governing assessable transfers of interest, when real property is sold the sales price becomes the assessed value for property tax purposes. The property presently has an assessed value of $585,400; accordingly, should the property transfer for our estimated market value, the property taxes could increase.

2023 Property Taxes

TMS Parcel #	Assessed	Tax Amount	Pymt Status
R300-023-000-128A-0000	$90,100	$7.44	Paid
R300-023-000-128B-0000	$184,700	$364.70	Paid
R300-023-000-128C-0000	$120,800	$6.50	Paid
R300-023-000-128D-0000	$189,800	$14.43	Paid
Total	**$585,400**	**$393.07**	

Site Characteristics

Location

The property is located at 1034 Seaside Road, St. Helena Island, SC 29920 and was surrounded by recreational, agricultural tracts and other residential properties. It is located adjacent to 660 +/- acres formerly known as Henry Farms.

Shape and Topography

The site was irregular in shape with a relatively flat topography. The property has marsh and some tidal creek frontage along tributaries of Harbor River. Surveys are recorded in plat book 13 at page 40 and book 76 at page 114, copies of which are located in the Addenda.

Zoning

The property is zoned Rural (T2R) by Beaufort County. The Rural (T2R) Zone 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, grassland, trails, and open space areas. A copy of zoning regulations is located in the Addenda. Based upon zoning, the property could be subdivided as many as five times at 9 acres total, or if individually sold, each parcel (appx. 3 acres) could be subdivided further.

C. Building Placement		
Setback (Distance from ROW/Property Line		
Front	50' min.	A
Side Street	50' min.	B
Side		
Side, Main Building	50' min.	C
Side, Ancillary Building	20' min.	
Rear	50' min.	D
Lot Size (Half Acre Minimum)		
Width	n/a	E
Depth	n/a	F
Miscellaneous		
Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front-most Immediately adjacent property.		

D. Building Form		
Building Height		
Main Building	2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level[1]	No minimum	
Footprint		
Maximum Lot Coverage[2]	n/a	
Miscellaneous		
Loading docks, overhead doors, and other service entries may not be located on street-facing facades.		
Notes		
[1]Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.		
[2]Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.		

E. Gross Density[3]		
	T2 Rural	T2 Rural-Low
Gross Density	0.34 d.u./acre	0.20 d.u./acre
[3]Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)		

Restrictions and Covenants

The site had no known restrictions or covenants currently in place apart from zoning regulations.

Access

Each of the four parcels are fronted along Seaside Road, a two-lane, paved and county-maintained roadway.

Utilities
The property is connected to electricity and is improved with two wells and two septic tank systems. The working order of these systems is unknown.

Flood Zone
The subject property appears to lie in the 100-year flood plain, which is an area adjoining a river, stream, or watercourse covered by water in the event of a 100-year flood. The flood having a one percent chance of being equaled or exceeded in magnitude in any given year. Factors which may be affected by properties located in such a flood plain include building permits, environmental regulations, and flood insurance. A flood plain map for the area is found in an Addendum to this report.

Environmental Issues
We are qualified to detect the existence of hazardous materials but have no knowledge of the existence of such material on or in the property. This appraisal is predicated on the assumption that there are no such materials on or in the property that could create a loss in value.

Earthquake Hazard Zone
According to the US Geological Survey's seismic hazard map, there is only one area in the southeastern United States in which earthquake peak ground acceleration (PGA) has a 2% chance of being exceeded in 50 years at a value of over 80%g, and that is in the Lowcountry of South Carolina. Talwani and Schaeffer from the University of South Carolina used evidence from previous earthquakes to determine how often earthquakes like the 1886 earthquake have occurred in the Charleston/Coastal area. They determined that earthquakes in the Charleston area appear to occur about every 400-500 years and the possibility that large earthquakes may occur in Georgetown and Bluffton on average 2,000-year cycles. Unfortunately, their data set is limited to only the last 6,000 years because of changes in groundwater levels, which affect the formation of earthquake features. Therefore, it seems unlikely that a large earthquake will occur anytime soon in the Lowcountry. Statistically, there is a 1/400 chance that a large earthquake will occur each year in this area, and a significantly smaller chance in other areas across the southeast. Further information can be found here: https://www.usgs.gov/

Strengths and Weaknesses
The property has no outstanding weaknesses. The tract has an abundant live oak tree canopy and other plants indigenous to the Lowcountry of South Carolina; considered to be a strength to the aesthetics of the property. Frontage along the marshes and tidal creeks of Harbor River are considered to be significant strengths.

Conclusion about the Site
Based on the foregoing analysis and the site inspection, in our opinion, the subject property is located on a site that is comparable to that of other marsh front residential properties in the immediate area. Additionally, there is no apparent disadvantage(s) to the site from the perspective of marketability.

Existing Use of the Property
The subject property is used as a residential property.

Title Description
A copy of the primary page of the current, recorded title description can be found in the Addenda to this report.

Compliance with Treasury Regulations
According to the IRS's Treasury Regulation §1.170A-14 (h)(3)(i), the amount of the deduction for a charitable contribution of a perpetual conservation restriction covering a portion of the contiguous property owned by a donor and the donor's family is the difference between the fair market value of the entire contiguous parcel of property before and after the granting of the restriction. The IRS defines the donor's family as his brothers and sisters, spouse, ancestors, and lineal descendants.

In the subject property case, there are no contiguous properties owned by the donor or the donor's family. Thus, this regulation, is not applicable.

Aerial(s)



Tax map parcels R300-023-000-128B-0000, R300-023-000-128C-0000 & R300-023-000-128D-0000 are located on the northern side of Seaside Road.

Tax map parcel R300-023-000-128A-0000 is located on the southern side.

Photographs of the Subject Property



Northern view of marsh from 9.36 acres



Live oaks on the 9.36 acres



Pecan trees and grassy lawn on southern side of 9.36 acres



1.37-acre site with frontage along marshes of the Harbor River (shown on left of image)

Note: Additional photographs are located in an Addendum to this report.

Work Performed

United States Economy

According to a CoStar report, 'The U.S. economy strengthened in the third quarter, with estimates of real GDP growth ranging from better than 3% (on a seasonally adjusted annual rate) to above 4%. Market watchers have pushed back expectations of a mild recession but still expect to see one beginning later this year or early next year, as consumers and businesses slow purchases and investments in the face of higher borrowing costs brought about by the Fed's rate hiking program.

The Federal Reserve raised its overnight lending rate by 525 basis points since March of last year, when it was near zero, pushing its policy rate to its highest level in 22 years, the most aggressive tightening program in history. The Fed's actions were motivated by surging inflation in 2021 caused by pandemic-fueled spending, which outpaced the ability of producers to supply goods and services after having been impacted by COVID-related shutdowns and clogged transportation systems.

Recent data confirm a slowdown in some activity. Manufacturers report new orders for their products have fallen, leading to a contraction in factory activity for 11 consecutive months, and the housing market has seen sales plummet over the past year as higher mortgage loan rates and still elevated prices erode affordability. However, the services sector has been tenacious, with demand for travel, entertainment, and dining out keeping that sector in expansion.

The Fed has made some headway in its attempt to tamp inflation down. The personal consumption expenditures (PCE) price index, the Federal Reserve's preferred measure of inflation, eased from its peak of 7.1% in June 2022 to 3.5% in August of this year, but core PCE, which excludes food and energy prices, has been slower to retreat and still sits at 3.9%, almost twice the Federal Reserve's target. Moreover, so-called "super-core" inflation, which excludes shelter costs and reflects the prices of labor-intensive services, has lingered in the 4% to 5% range for about two years, suggesting there is more work to do to bring inflation back to pre-pandemic rates.

The labor market remains relatively solid. Job gains have been strong, with 336,000 positions added in September. Data from the prior two months were revised higher, yielding a three-month moving average of 266,000 jobs gained, almost four times the 70,000 positions the Federal Reserve considers would bring the labor market into

balance. Both initial and continuing claims for unemployment benefits remain subdued, and the unemployment rate, at 3.8%, remains near its historic low. But there are signs that the labor market is easing. Wage growth has been moderating and, while layoffs are not rising yet, quit rates are down to pre-pandemic levels. Employers are cutting back on hours and are hiring fewer temporary workers, an early sign that demand for labor is pulling back.

Recent revisions to economic data show that households have been spending at a slower pace than previously reported, and business investment weakened more, in response to higher borrowing costs. Real disposable income, earlier reported as still growing, has slowed meaningfully and fell in the past two months. These trends are expected to continue, slowing the economy in coming months.'

UNITED STATES EMPLOYMENT BY INDUSTRY IN THOUSANDS

	CURRENT JOBS		CURRENT GROWTH	10 YR HISTORICAL	5 YR FORECAST
Industry	Jobs	LQ	US	US	US
Manufacturing	12,980	1.0	0.49%	0.76%	0.05%
Trade, Transportation and Utilities	28,841	1.0	0.27%	1.10%	0.13%
Retail Trade	15,546	1.0	0.36%	0.28%	0.10%
Financial Activities	9,152	1.0	0.85%	1.47%	0.12%
Government	22,663	1.0	1.86%	0.38%	0.37%
Natural Resources, Mining and Construction	8,614	1.0	2.32%	2.44%	0.20%
Education and Health Services	25,502	1.0	3.74%	1.89%	0.64%
Professional and Business Services	22,993	1.0	1.12%	2.06%	0.47%
Information	3,046	1.0	-2.14%	1.17%	0.27%
Leisure and Hospitality	16,674	1.0	3.81%	1.51%	0.86%
Other Services	5,879	1.0	2.25%	0.67%	0.26%
Total Employment	**156,344**	**1.0**	**1.74%**	**1.34%**	**0.38%**

Source: Oxford Economics
LQ = Location Quotient

According to *Outlook for U.S. Agricultural Trade: August 2023,* written by Bart Kenner and Hui Jiang and published by the United States Department of Agriculture on August 31, 2023, 'the global economic outlook for calendar years (CYs) 2023 and 2024 remains positive despite several economic challenges. These include continued inflation concerns in the United States and elsewhere, uncertainty regarding monetary policies, macroeconomic issues in China, and Black Sea grain trade disruptions due to the Ukraine war.

Recent data from the U.S. Department of Labor's Bureau of Labor Statistics (BLS) suggest that inflation remains persistent, though at lower levels than the highs of the past year. Monetary policy to manage inflation has not dampened Gross Domestic

Product (GDP) growth as initially feared, and growth estimates for CY 2023 have largely been adjusted upward from the previous quarter.

In the United States, BLS data indicate inflation is moderating but continues to be closely monitored by the U.S. Federal Reserve for any signs of trend changes. However, inflation rates in the United States continue to move toward baseline but remain above the U.S. Federal Reserve's 2-percent target.

Despite moderate increases in the monthly personal savings rate, consumer spending continues to prove resilient in the United States as headline inflation has declined. The July 2023 Consumer Price Index (CPI) showed prices increased by 3.2 percent over the past 12 months, 0.2 percent higher than the previous monthly year-over-year mark of 3.0 percent in June. Notably, food-price inflation increased by 4.9 percent over the period. The unemployment rate remains a positive economic indicator, last measured at 3.5 percent in July by BLS.

World real GDP is projected to grow by 3.0 percent in both 2023 and 2024, an upward revision for 2023 from 2.8 percent in the previous forecast as global economies and consumer spending have proven resilient in the face of inflationary pressures. Similarly, projected growth for the United States' real GDP in 2023 is raised to 1.8 percent from the previous estimate of 1.6 percent. Growth in 2024 is expected to moderate to around 1.0 percent.

Real GDP in North America is expected to grow by a projected 1.8 percent in 2023, raised from 1.6 percent previously as forecasts for all three countries have improved. In 2024, North America's total real GDP is projected to grow 1.0 percent. The real GDP forecast for Canada in 2023 is raised to 1.7 from 1.5 percent previously, and growth in 2024 is projected to be 1.4 percent. The forecast for Mexico in 2023 is raised to 2.6 from 1.8 percent. Mexico's economy has proven resilient, and strong trade figures with the United States have helped stimulate export sectors.

https://www.ers.usda.gov/webdocs/outlooks/107311/aes-125.pdf?v=9072.3

The State Market and Economy – South Carolina

The subject property is located in county (or counties) of Beaufort, South Carolina. The state, which is roughly triangular in shape and spread over 32,020 square miles, is bordered by North Carolina to the north, the Atlantic Ocean to the east, and Georgia to

the west and south. South Carolina has 5.1 million people, 46 counties, and 187 miles of coastline.

Historically, the state's economy was driven by cotton and textiles, but most of the mills have now closed. Today, agribusiness, advanced manufacturing, advanced materials, and tourism drive the state's economy. Agribusiness, which consists of both agriculture and forestry, has a significant agricultural economic impact on the state at $41.7 billion (South Carolina Business Climate, 2017 Ed. & www.sccommerce.com). Over the past ten years, agribusiness has grown at 23%, which is one of South Carolina's fasting growing industries.

The state's largest agribusiness sector, forestry, generates an annual economic impact of $21 billion. Forests comprise approximately 70% of South Carolina's land and directly employ 35,000 workers across the state. Major forest product producers, such as International Paper, Kapstone, Resolute, and Sonoco accounted for approximately 67% of forestry's contribution to the state's economy. In regard to agriculture, there are over 25,000 farms in the state, which encompass approximately 4.5 million acres. Poultry is the state's top commodity (South Carolina Business Climate, 2017 Ed.). Recently, there was an announcement for a $314 million investment for an Agriculture Technology Campus in Hampton County by Mastronardi, Clear Water Farms, LiDestri Food and Drink, and the GEM Opportunity Zone Fund. This 1,000-acre campus will consist of greenhouses, a 150,000-square-foot distribution center, and a co-packing facility for locally grown and sourced products. This campus is to begin operations in 2022 and will create 1,500 jobs in 5 years.

According to the Division of Research at the Darla Moore School of Business and South Carolina Department of Commerce, advanced manufacturing has been the major industrial force in the state's robust economic growth, and employment in this sector has grown 18% over the past 10 years. The state is number one in the nation for export sales of tires and passenger vehicles. The automotive industry, advanced materials industry, and aerospace industry generate an annual economic impact $27 billion, $21.9 billion, and $19 billion (including military facilities), respectively. The state is considered to be a leader in foreign direct investment with more than 1,200 operations. Major global companies including Boeing, Volvo Cars, BMW, Mercedes-Benz Vans, Giti Tire, Continental, Michelin, Bridgestone, and Bosch have operations throughout the state.

Business development in the state can largely be attributed to the state's pro-business environment. Area Development Magazine ranks South Carolina as one of the top states to do business in the nation because of its overall low cost of doing business, incentives, cooperative state government, low taxes, and speed of permitting. Other factors that promote a friendly business environment include its status as a right-to-work state, low industrial power rates which are 12% lower than the national average, and ease of transportation.

Companies have many modes of transportation with approximately 846 miles of interstate; 2,300 miles of railroads served by CSX Transportation, Norfolk Southern, and eight independent lines; and two international airports, the Greenville-Spartanburg International Airport and the Charleston International Airport. The state also had two public marine terminals at the Port of Georgetown and the Port of Charleston, which will be the deepest harbor on the east coast when dredging is complete, as well as two inland ports in Greer and Dillion. Based on the "The Economic Impact of the South Carolina Ports Authority" written by the Division of Research at USC's Moore School of Business, South Carolina Ports have a $63.4-billion annual economic impact on South Carolina, over half of which is felt in the upstate due to the number of manufacturers located there. The economic impact for the state translates into about $1.1 billion in annual tax revenue and 224,963 jobs. According to the South Carolina Ports Authority, the ports create 1 in 10 jobs in South Carolina which pay approximately 32% higher wages a year than the state average.

Local Market Conditions

County Description

Beaufort County, in the south-east part of the state, borders the Atlantic and covers just over 900 square miles – of which almost 38%, or 350 square miles, is water, surrounding hundreds of 'Sea Islands', big and small. The county is part of the area known as South Carolina's 'Lowcountry', and forms part of the environmentally important 350,000-acre wetland and riverine system known as the 'ACE basin'. Until the middle of the 20th. century, the county was dominated by the county seat of Beaufort, chartered in 1711 and often cited as one of the most attractive and desirable southern towns in the United States, both for its location and its well-preserved ante-bellum homes.

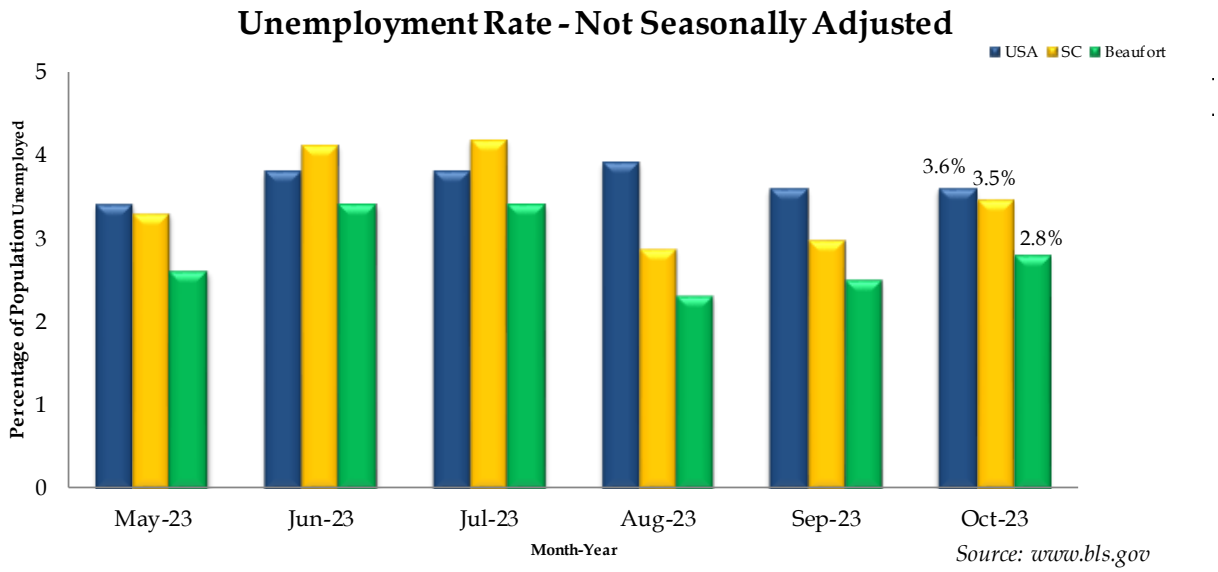
Starting in the late 1950s, Beaufort's dominance over the county began to be challenged by the development of Hilton Head Island as a major destination resort aimed at both seasonal visitors and retirees. In 1950, the county population was approximately 27,000.

Since then, it has grown more than seven-fold, with the population estimated to be 195,368 in 2020. While Hilton Head Island was the dominant force in this growth for many years, over the past two decades Sun City Hilton Head, the Town of Bluffton and the commercial corridor along US Highway 278 have played increasingly important roles in that growth. The consequence is a somewhat bifurcated county, with the northern 'old-school' Beaufort part of the county frequently over-shadowed by the relative size and affluence of Hilton Head Island and its neighboring communities in the southern part of the county.

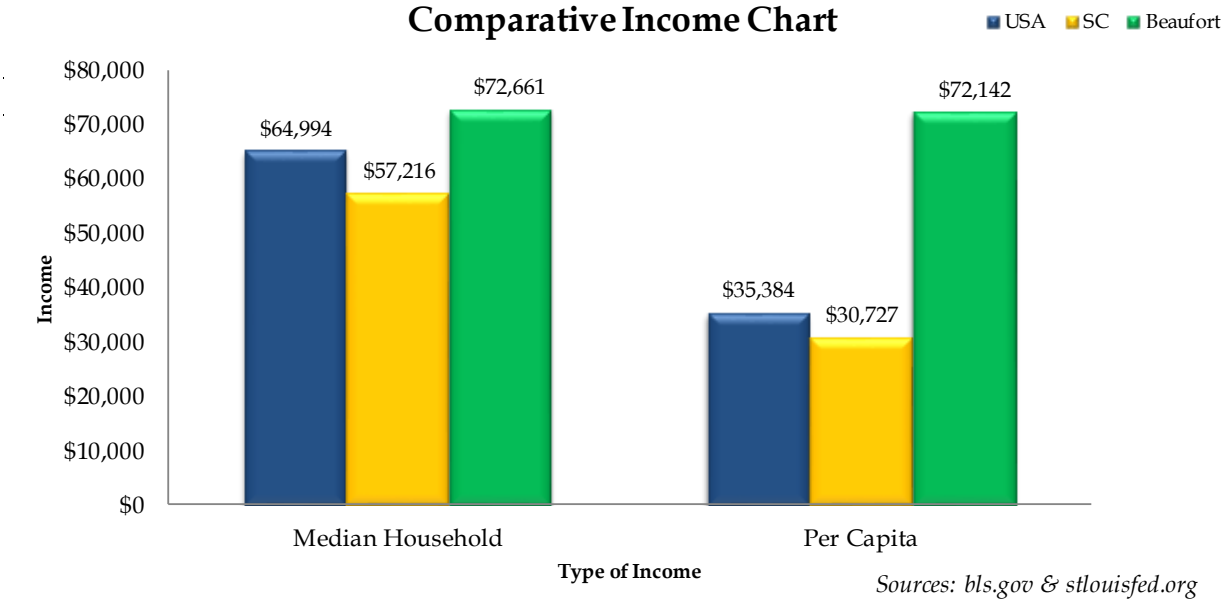
The City of Beaufort is the county seat of Beaufort County and was founded in 1711. The downtown area borders the Beaufort River, with the Henry C. Chambers Waterfront Park as its central feature. The City has one of the nation's largest National Historic Landmark Districts. The prominent role of the City and the surrounding sea islands led to the establishment of the federal Reconstruction Era National Monument in 2017. There are several military bases in the area, including the Marine Corps Air Station-Beaufort within the city limits as well as the nearby Parris Island Marine Corps Recruit Depot and the US Naval Hospital; both in nearby Port Royal. The City's population was 13,607 according to the 2020 US Census.

The Local Market & Economy

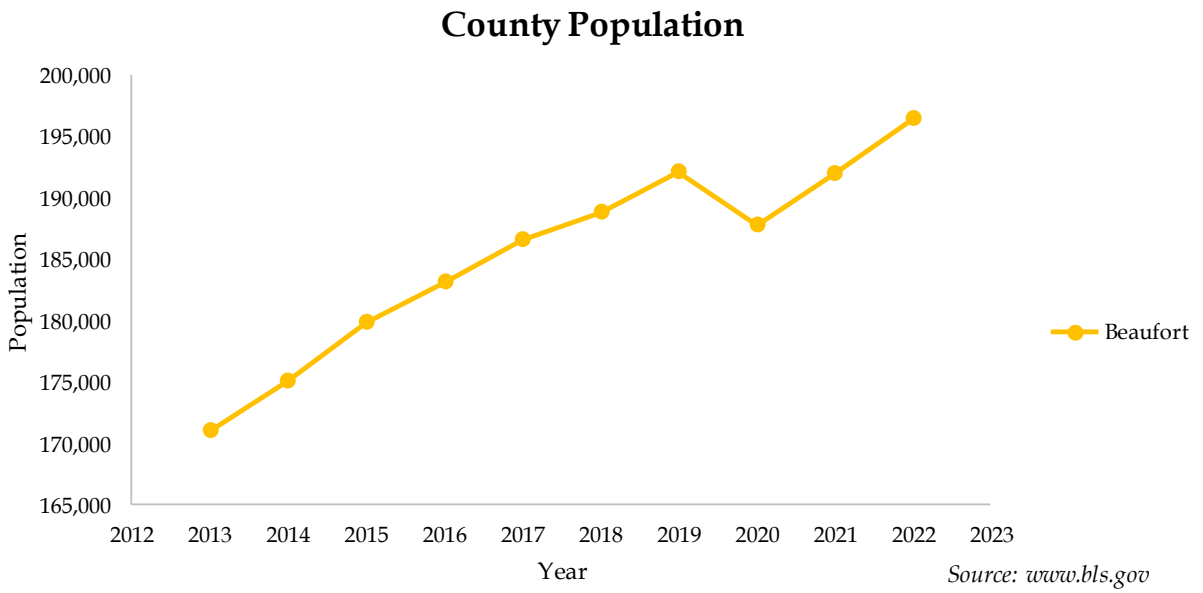
The Bureau of Labor Statistics (BLS), a part of the U.S. Census Bureau, collects and reports data on per capita and median household income using a five-year average, with unemployment and population data also being available from the BLS. Using the most recent data available, the average, per capita income, median household income as well as unemployment for the applicable areas for this report were as follows:



Source: www.bls.gov



Sources: bls.gov & stlouisfed.org



Source: www.bls.gov

This data indicates that the area in which the subject property is located was in a comparatively better position, economically, than the state as a whole. Apart from this statistical data, we also specifically addressed the market for the subject property. Based on discussion with local market participants familiar with the area, the market for properties such as the subject was found to be noticeably improved on the prior year. That same source observed that the market for such properties is likely to improve over the coming year.

Conclusion on the Market for the Subject Property

Based on the foregoing, in our opinion, the market for the subject property is relatively strong and likely to remain so for the foreseeable future - and our report on market value reflected that conclusion.

Most Probable Buyer

Based on the type of property and current market conditions, in our opinion, the most probable buyer of the subject property would be an owner occupier.

Foreclosure Activity

Based on a review of the general market area of the subject property, as well as discussions with a local lender, foreclosure activity in the area is at normal levels.

Exposure & Reasonable Marketing Times

In determining whether or not there is a market for the property, we considered two periods of time – one prior to the appraisal date and the other following that date. The first, known as 'the exposure time', is the estimated length of time the property would have been offered on the market prior to a hypothetical sale at market value on the date of the appraisal. The second, known as 'the reasonable marketing time', is an estimate of the amount of time it might take to sell the property at the estimated market value during the period immediately after the date of an appraisal. In the instant case, we determined, based on a study and review of market conditions, particularly those demonstrated by these comparable sales, that the 'exposure time' needed to consummate a sale prior to the appraisal would have been approximately 6-12 months. Using a similar approach, we then determined the 'reasonable marketing time' to be approximately 6-12 months.

Highest and Best Use

This appraisal is prepared under the assumption that the property's value should reflect its 'highest and best use'. This term means 'the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. [*Source*: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022).]

The subject property must meet four 'highest and best use' criteria, it must be: Physically Adaptable; Legally Permissible; Financially Feasible; and Maximally Productive.

As Vacant Land

Physically Adaptable

Size, shape, area, and terrain affect the use to which land may be developed. The subject property's underlying land is sufficiently regular in shape to allow for many forms of utilization. Surface water runoff is adequate and, based on our site inspection, the soil or sub-soil has no apparent irregularities that would restrict the property from being used in any reasonable manner.

Legally Permissible

The property is zoned Rural (T2R) by Beaufort County. The Rural (T2R) Zone 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, grassland, trails, and open space areas. A copy of zoning regulations is located in the Addenda. Based upon zoning, the property could be subdivided as many as five times at 9 acres total, or if individually sold, each parcel (appx. 3 acres) could be subdivided further. The site had no known restrictions or covenants currently in place apart from zoning regulations.

C. Building Placement		
Setback (Distance from ROW/Property Line		
Front	50' min.	A
Side Street	50' min.	B
Side		
Side, Main Building	50' min.	C
Side, Ancillary Building	20' min.	
Rear	50' min.	D
Lot Size (Half Acre Minimum)		
Width	n/a	E
Depth	n/a	F
Miscellaneous		
Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front-most Immediately adjacent property.		

D. Building Form		
Building Height		
Main Building	2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level[1]	No minimum	
Footprint		
Maximum Lot Coverage[2]	n/a	
Miscellaneous		
Loading docks, overhead doors, and other service entries may not be located on street-facing facades.		
Notes		
[1]Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.		
[2]Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.		

E. Gross Density[3]		
	T2 Rural	T2 Rural-Low
Gross Density	0.34 d.u./acre	0.20 d.u./acre
[3]Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)		

Financially Feasible

The financial feasibility of a property is best determined by comparing its market value with its acquisition and improvement costs, if any. In the case of the subject's vacant land, such feasibility is not an issue until such time as consideration is given to developing the property.

Maximally Productive

The maximally productive use of the subject must be considered in the light of how it is used, who uses it and the time or period of its use. In this case, the subject property, as vacant land, is best suited for residential use.

Conclusion as to Highest and Best Use

Based on the preceding discussion, and particularly our determination of its maximally productive use, in our opinion, the highest and best use of the subject property, whether

as vacant or as improved, was residential, which will be the same use after the easement is in place as well.

The Scope of Work

There are three main approaches to appraisal valuation: sales, cost and income. In order to properly perform the necessary work, the appraiser must first determine which approaches are applicable. Having made that determination, the appraiser will then undertake appropriate research of both the subject property and its market area. The research performed may include reviews of publicly available data, such as governmental tax and property records; review of proprietary records, such as Multiple Listing and other subscription services; inspection of proprietary data maintained by the appraiser; consideration and inspection of comparable properties, whether sold or listed for sale; and, interviews with participants in the appropriate market place, such as owners, brokers and other appraisers.

As noted above, the first step in this process is the determination of which approach to valuation is appropriate in the circumstances. This is addressed below for each of the three main approaches.

Sales Approach

In the case of residential properties, such as the subject property, the sales approach is a commonly used and accepted method. This is because there is usually a reasonable availability of comparable sales data and because many residential properties are priced and sold on the basis of such data. In the case of the subject property, reasonable data is available, which we identified and analyzed. The detail of those comparables, and an analysis of how their adjusted values led us to a determined value for the subject, is found further on in this report.

As noted above, this report was being prepared for the purposes of establishing the value of the donation of a conservation easement, which requires the appraiser to determine two fair market values: without and with the easement. Accordingly, the analysis under this comparable sales approach identifies and analyses two types of property: first, those without a comparable conservation easement; and, second, those with such an easement.

Cost Approach

This approach is frequently used for buildings and other improvements, particularly in the case of newer properties. In the case of the subject property, there are

improvements on the site; however, in our opinion these added little overall value to the property. Therefore, we determined that the use of this approach for the subject property would not be appropriate.

Income Approach

This approach is generally reserved for appraising income productive properties and is based on the Principal of Anticipation, which reasons that there is value in the expectation of benefits (income) to be received in the future, and that this value may be defined as the present value of all rights to such future benefits. In the immediate case, we utilized a process commonly referred to as direct capitalization, which is a method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step. This is typically achieved by dividing the net income estimate by an appropriate capitalization rate, which is determined either by a band-of-investments, journals or market extraction.

The subject is not an income productive property. Therefore, we determined that this approach was not applicable.

The Sales Approach – No Conservation Easement

As noted above, a primary method of determining the market value of a property is through the identification and analysis of comparable sales, and if appropriate, listings and contracts, of property within reasonable proximity and with reasonable comparability to the subject property. This approach, sometimes called the 'market data' approach is based under a tripartite assumption that: (a) there is a market for a particular property; (b) that both buyers and sellers are fully informed as to the market and state of the market for that type of property; and, (c) that the property will be exposed in the open market for a reasonable period of time.

Value of the Subject

On the following pages are the properties that we identified as suitable comparables for the purpose of establishing market value for the subject property. This data was then analyzed, summarized and adjusted to reflect the variations within those properties that would tend to affect such value.

Land Comparable 1



ID	27819	**Tax ID**	R300-012-000-0161-0000
Transaction Type	Closed Sale	**Grantor**	Bernard Wilson
Property Rights	Fee Simple	**Grantee**	Stephen Derek Freeman and Leslie Ann Freeman
Address	185 Fripp Point Road	**Price**	$135,000
City	St. Helena Island	**Current Use**	Residential Lot
County	Beaufort	**Book/Page**	4211/496
State	SC	**Verification**	Public Records, Secondary Sources
Zip	29920	**Distance**	6.29
Date	1/9/2023		

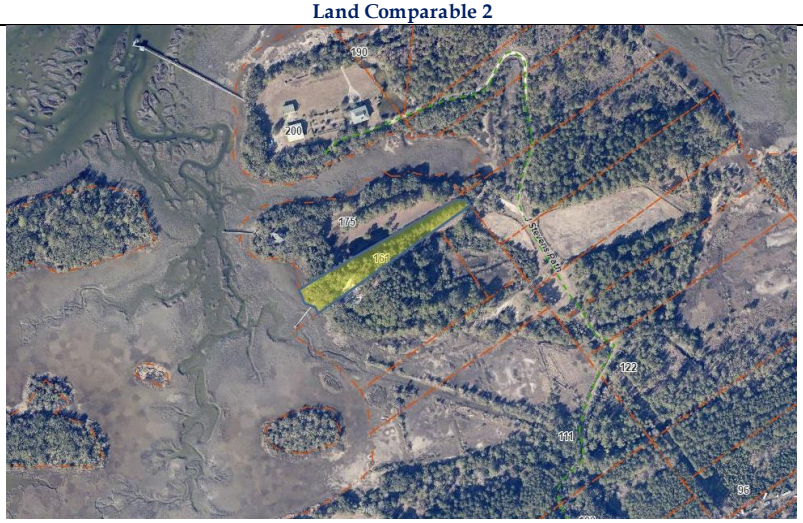
Values

Acres	2.72	**Land SF**	118,483.20
Price Per Acre	$49,632	**Price Per Land SF**	$1.14

Comments

This is the sale of a 2.72-acre with the physical address of 185 Fripp Point Road on St. Helena Island, SC on the marshes of Wallace Creek. There are no HOA fees for the property. According to the mls listing, deep water may be possible with limited access; the dock permit in associated docs has expired. A survey is recorded in plat book 118 at 60. The property sold for $135,000 on January 9, 2023 and had been on the market for 649 days.

Land Comparable 2



ID	27818	**Tax ID**	R300-016-000-0005-0000
Transaction Type	Closed Sale	**Grantor**	Horace H. Sibley and Beverly B. Sibley
Property Rights	Fee Simple	**Grantee**	Mary Hecker McDowell
Address	161 J. Stevens Path	**Price**	$180,000
City	St. Helena Island	**Current Use**	Residential Lot
County	Beaufort	**Book/Page**	4234/605
State	SC	**Verification**	Public Records, Secondary Sources
Zip	29920	**Distance**	3.46
Date	4/17/2023		

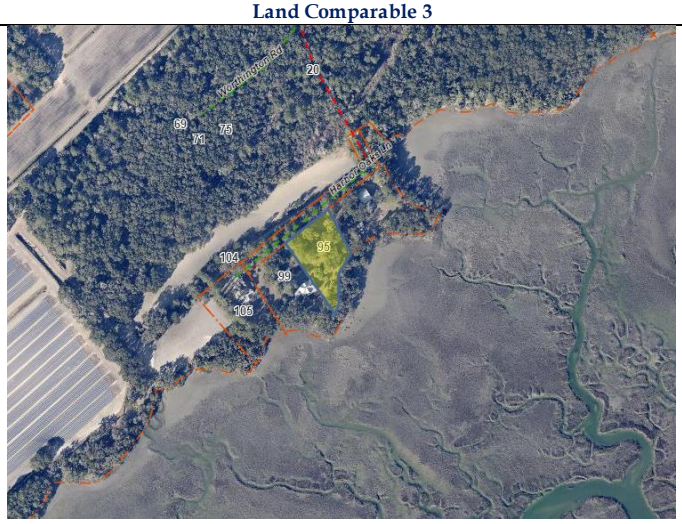
Values

Acres	1.93	**Land SF**	84,070.80
Price Per Acre	$93,264	**Price Per Land SF**	$2.14
		Improvements Value	$35,000

Comments

This is the sale of a 1.93-acre with the physical address of 161 J. Stevens on St. Helena Island, SC. There are no HOA fees for the property. The site has marsh and tidal creek frontage on Jenkins Creek. There is a dock suitable for kayaks and a well in place; with contributing values of approximately $35,000. The site is located approximately one mile down a dirt road off of Sea Island Parkway. The lot faces westerly with sunset views with a live oak canopy, Palmetto, pecan and fig trees. A survey is recorded in plat book 111 at 102. The property sold for $180,000 on April 17, 2023 and had been on the market for 43 days.

Land Comparable 3



ID	27816	**Tax ID**	R300-019-000-0009-0000
Transaction Type	Closed Sale	**Grantor**	Patrick B. Greaser and Eloise C. Greaser
Property Rights	Fee Simple	**Grantee**	David Hazen Reed and Pamela Kay Reed
Address	95 Harbor Oaks Lane	**Price**	$98,000
City	St. Helena Island	**Current Use**	Residential Lot
County	Beaufort	**Book/Page**	4281/3256
State	SC	**Verification**	Public Records, Secondary Sources
Zip	29920	**Distance**	5.60
Date	10/4/2023		

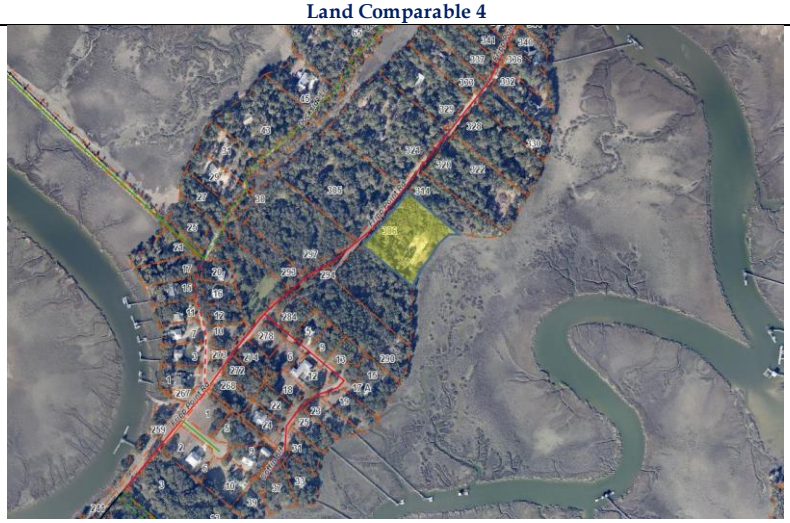
Values

Acres	1.07	**Land SF**	46,522.08
Price Per Acre	$91,760	**Price Per Land SF**	$2.11

Comments

This is the sale of a 1.068-acre lot known as Lot 2 of Harbor Oaks Subdivision with the physical address of 95 Harbor Oaks Lane on St. Helena Island, SC. There are no HOA fees for the property. The site has marsh frontage of Harbor River and faces toward the eastern marshes of Hunting Island. A survey is recorded in plat book 54 at 172. The property sold for $98,000 on October 4, 2023 and had been on the market for 58 days.

Land Comparable 4



ID	27820	**Tax ID**	R300-013-000-0010-0000
Transaction Type	Closed Sale	**Grantor**	Dustin S. Carroll and Kelly R. Carroll
Property Rights	Fee Simple	**Grantee**	Richard Hudak and Cynthia Hudak
Address	306 Fripp Point Road	**Price**	$250,000
City	St. Helena Island	**Current Use**	Residential Lot
County	Beaufort	**Book/Page**	4296/3283
State	SC	**Verification**	Public Records, Secondary Sources
Zip	29920	**Distance**	7.00
Date	11/16/2023		

Values

Acres	2.17	**Land SF**	94,525.20
Price Per Acre	$115,207	**Price Per Land SF**	$2.64
		Improvements Value	$7,000

Comments

This is the sale of a 2.17-acre with the physical address of 306 Fripp Point Road on St. Helena Island, SC on the marshes of Coffin Creek. There are no HOA fees for the property. The site is partially cleared and has electricity and a septic tank in place contributing an estimated $7,000 to the transfer. The property sold for $173,000 on December 5, 2022 and then sold again for $250,000 approximately one year later on November 16, 2023. This is an increase in value 45% or 3.8% per month.

Land Comparable 5



ID	27822	**Tax ID**	R300-013-000-0382-0000
Transaction Type	Closed Sale	**Grantor**	George Patrick Stevenson
Property Rights	Fee Simple	**Grantee**	Dustin S. Carroll and Kelly R. Carroll
Address	314 Fripp Point Road	**Price**	$165,000
City	St. Helena Island	**Current Use**	Residential Lot
County	Beaufort	**Book/Page**	4308/2986
State	SC	**Verification**	Public Records, Secondary Sources
Zip	29920	**Distance**	7.07
Date	2/5/2024		

Values

Acres	1.10	**Land SF**	47,916.00
Price Per Acre	$150,000	**Price Per Land SF**	$3.44
		Improvements Value	$35,000

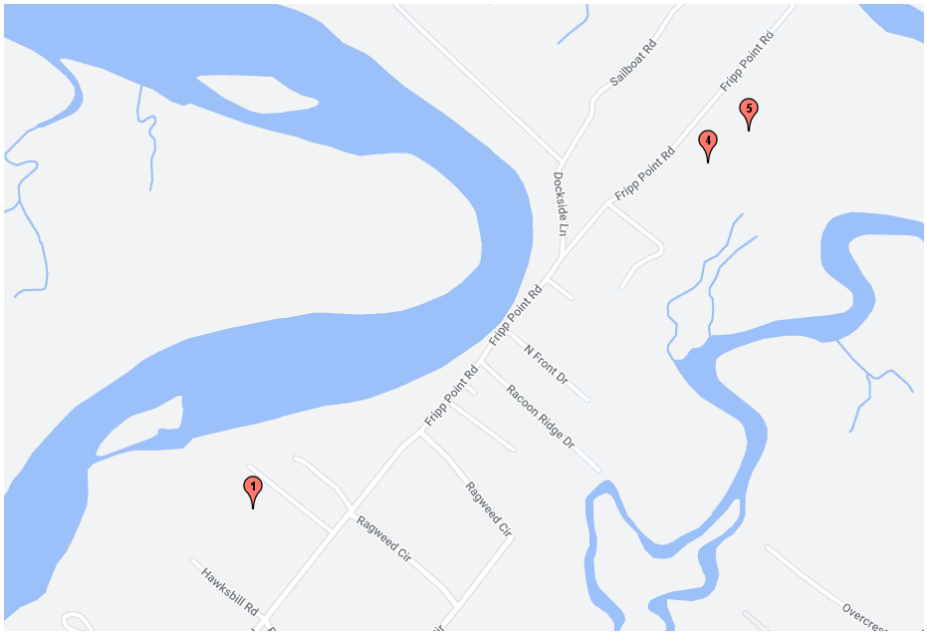
Comments

This is the sale of a 1.10-acre with the physical address of 314 Fripp Point Road on St. Helena Island, SC on the marshes of Coffin Creek. There are no HOA fees for the property. The site has a garage with electricity, well, septic tank and RV hookup in place contributing an estimated $35,000 to the transfer. The property sold for $165,000 on February 5, 2024 and had been on the market for 22 days.

Location Map

The following map shows the relative position of these comparables to the subject property (subject is the yellow pin).





Adjustments & Summary

The following table identifies each of these comparables, by number, in summary form designed to show the value of each. That value is then been adjusted up or down, in percentage terms, for a variety of factors intended to improve the comparability of that property with the subject property, as discussed below.

Adjustment Grid - 3.46, 2.90 and 3 acres parcels

Comparable	**1**	**2**	**3**	**4**	**5**
ID	27819	27818	27816	27820	27822
Date	1/9/2023	4/17/2023	10/4/2023	11/16/2023	2/5/2024
Price	$135,000	$180,000	$98,000	$250,000	$165,000
Acres	2.720	1.930	1.068	2.170	1.100
Improvements	$0	$35,000	$0	$7,000	$35,000
Value per Acre	$49,632	$75,130	$91,760	$111,982	$118,182
Transaction adjustments					
Property rights					
As adjusted	$49,632	$75,130	$91,760	$111,982	$118,182
Finance or Concessions					
As adjusted	$49,632	$75,130	$91,760	$111,982	$118,182
Conditions of sale					
As adjusted	$49,632	$75,130	$91,760	$111,982	$118,182
Post Acqn. Costs					
As adjusted	$49,632	$75,130	$91,760	$111,982	$118,182
Market Timing	26%	20%	11%	9%	4%
As adjusted	$62,537	$90,155	$101,854	$122,060	$122,909
Property adjustments					
Proximity to beaches	(14%)		(14%)	(14%)	(14%)
Site	33%	33%	33%	20%	20%
Adjustments	19%	33%	19%	6%	6%
As adjusted value	$74,419	$119,907	$121,206	$129,384	$130,284
Relative size		(10%)	(15%)	(10%)	(15%)
Total net adjustments	19%	23%	4%	(4%)	(9%)
As adjusted price	$74,419	$107,916	$103,025	$116,445	$110,741

Adjustment Grid - 1.37 acre parcel

Comparable	1	2	3	4	5
ID	27819	27818	27816	27820	27822
Date	1/9/2023	4/17/2023	10/4/2023	11/16/2023	2/5/2024
Price	$135,000	$180,000	$98,000	$250,000	$165,000
Acres	2.720	1.930	1.068	2.170	1.100
Improvements	$0	$35,000	$0	$7,000	$35,000
Value per Acre	$49,632	$75,130	$91,760	$111,982	$118,182
Transaction adjustments					
Property rights					
As adjusted	$49,632	$75,130	$91,760	$111,982	$118,182
Finance or Concessions					
As adjusted	$49,632	$75,130	$91,760	$111,982	$118,182
Conditions of sale					
As adjusted	$49,632	$75,130	$91,760	$111,982	$118,182
Post Acqn. Costs					
As adjusted	$49,632	$75,130	$91,760	$111,982	$118,182
Market Timing	26%	20%	11%	9%	4%
As adjusted	$62,537	$90,155	$101,854	$122,060	$122,909
Property adjustments					
Proximity to beaches	(14%)		(14%)	(14%)	(14%)
Site	33%	33%	33%	20%	20%
Adjustments	19%	33%	19%	6%	6%
As adjusted value	$74,419	$119,907	$121,206	$129,384	$130,284
Relative size	20%		(5%)	10%	(5%)
Total net adjustments	39%	33%	14%	16%	1%
As adjusted price	$89,303	$119,907	$115,146	$142,322	$123,769

Transactional Adjustments

The preceding summary addresses a series of factors affecting property value. Price adjustments including potential property rights, financing, sales conditions, expenditures, and market conditions can impact the per unit value of the property. As a result, we examined all comparable sales for any potential price adjustments. Based on the analysis of the comparable sales, we determined that multiple transactional adjustments are warranted.

In order to determine the bare land values of the comparable sales, it was necessary to subtract contributing values of any improvements that existed.

Sale 4 sold for $173,000 on December 5, 2022 and then sold again for $250,000 approximately one year later on November 16, 2023. This is an increase in value of 45% or 3.8% per month in market appreciation. Since the fall of 2023 there has been somewhat of a decrease in market appreciation due to higher interest rates. Sale 5 is very near Sale 4 and considered similar to that property with the exception of improvements and acreage size. It's per acre unit value increased by approximately 6% as compared to Sale 4 in a three-month period that equates to 2% per month in market appreciation. We have chosen an average market timing adjustment of 20% annually (1.6667%/month) for marsh front land sites in the immediate area.

Location Adjustments

The location of properties can have a significant impact on their perceived and actual value. In considering the subject property and the multiple comparables, we looked at multiple locational factors that, in our opinion, could influence and affect value. In order to establish relative values for these factors, we assigned each of the properties, for each factor, a value on a scale from 1 to 5, with 5 being the highest.

Poor	1
Below average	2
Average	3
Above average	4
Good	5

Proximity to Beaches

Research indicates that similar property types in closer proximity to the beaches, such as Hunting Island are selling slightly higher than sites farther away. Thus, sales 1, 3, 4 and 5 were ranked between average and above average for this factor. The subject and Sale 3 were ranked as average. The adjustments are computed by mathematically relating the comparables and the subject. We determine their ratio to the subject property, and then multiplying that ratio against the subject property's scale value.

Summary

The following table brings these elements together and establishes what, in our opinion, is a reasonably objective determination of the relative differences in value attributable to each comparable by virtue of its locational difference from the subject property:

Location Adjustment

	Subject	1	2	3	4	5
Proximity to beaches	3.0	3.5	3.0	3.5	3.5	3.5
	3.0	3.5	3.0	3.5	3.5	3.5
Location adjustment		(14%)	0%	(14%)	(14%)	(14%)

Site Adjustments

The physical attributes of a property can impact their perceived and actual value. In considering the subject property and the comparables, we looked at physical factors that, in our opinion, influence and affect value. In order to establish relative values for these factors, we have assigned for each of the properties, for each factor, a value on a scale from 1 to 5, with 5 being the highest. These ratings were not intended to imply that a particular factor is considered poor or underperforming but is intended to illustrate that a particular factor is inferior or superior in comparison to the subject. The following table identifies the elements for the subject property and the comparables and establishes what, in our opinion, is a reasonably objective determination of the relative differences in value attributable to each comparable by virtue of its differences from the subject property.

Ease of access onto site

The property as well as sales 1, 2, 4 and 5 have frontage along paved roads and were ranked as above average for this characteristic. Sale 3 is accessed via a dirt road and was ranked as average.

Marsh frontage

The subject has significantly greater marsh frontage than that of the comparable sales. All of the sales were ranked as average, while the subject was rated as good for its superior marsh frontage.

Shape

Comparable sales 1 and 2 are long and narrow is shape with less usability to the sites. These two sales were ranked as below average for this factor. The subject and the other sales were given an average ranking.

Please note that for each of these ratings, which were to some extent subjective, we have allowed for marginal attributions by assigning less than whole numbers to a category where we deemed appropriate:

Site Adjustment

	Subject	1	2	3	4	5
Ease of access onto site	4.0	4.0	4.0	3.0	4.0	4.0
Marsh Frontage	5.0	3.0	3.0	3.0	3.0	3.0
Shape	3.0	2.0	2.0	3.0	3.0	3.0
	12.0	9.0	9.0	9.0	10.0	10.0
Site adjustment		33%	33%	33%	20%	20%

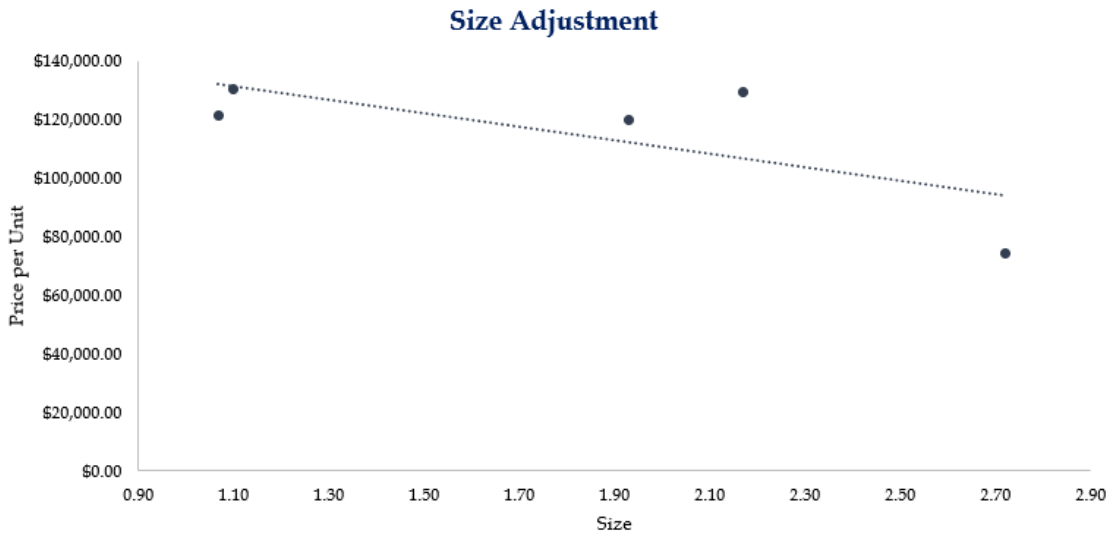
Relative Size

In general, it is an established probability that the larger a property, the lower its per unit value. For that reason, it is important that small properties not be relied upon to value large properties. In this selected group of comparables, we have attempted to address this issue by selecting only those sales that were reasonably comparable, among other things, by reference to their relative size. However, as these comparables do vary in size, we did perform a test, using simple linear regression analysis, to determine whether or not they exhibited any reasonable level of correlation between their size and their as-adjusted values.

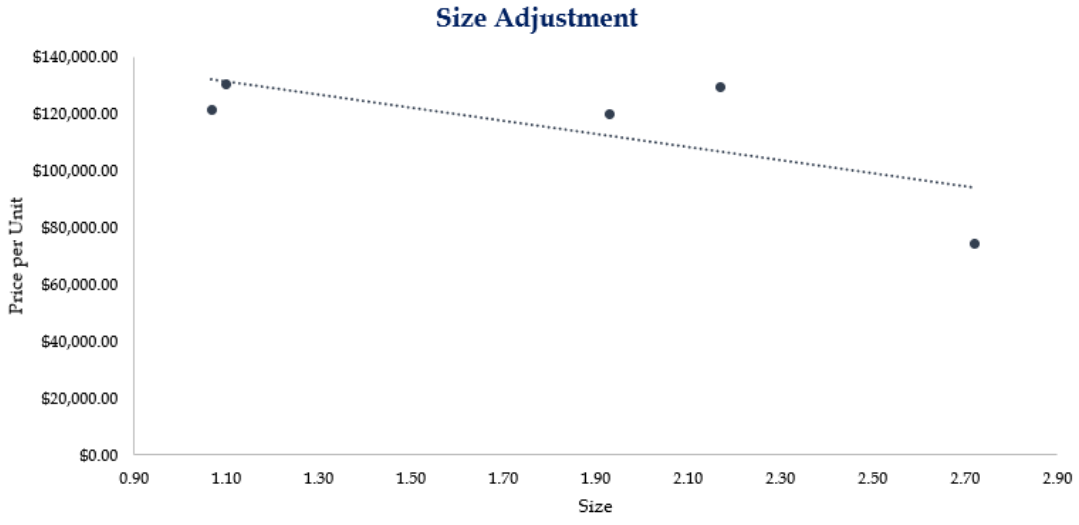
The size adjustment represents the final factor that could, possibly, affect value. For such an adjustment to be made, it is necessary to first determine that there is, indeed, some reasonable correlation between values and size. In our opinion, to make that determination properly, only the as-adjusted values should be considered. To do otherwise would make any such determination of correlation invalid because factors outside of size would not have been adjusted for and could, accordingly, corrupt the correlation. Thus, in our analysis, we have first adjusted for all other factors. Then,

using the as-adjusted values, we determined, using regression analysis, whether or not there was reasonable evidence of a correlation between size and value. In the case of the subject property, we concluded that such a correlation did exist. Accordingly, we have adjusted to properly align their as-adjusted values with their related size.

Linear Regression for 3.46, 2.90- and 3-acre parcels



Linear Regression for 1.37-acre parcel



The same comparable sales were used for the analysis of both portions of the subject property. The only change in adjustments was based upon acreage size differences.

Appraised Value before Granting the Restriction for 3.46-, 2.9- and 3-acre parcels totaling 9.36 acres

We placed the most weight on Comparables 1, 4 and 5. Sales 1 and 4 are most similar in size to the three parcels that make up this portion of the subject property. Sale 5 is the most recent sale. Equal but lesser weight was placed on the remaining sales. Therefore, in our opinion the value of the subject was as follows (without a conservation easement in place):

Value Indication - Before CE	
Total Acreage Size	9.36
Value/unit	$100,000
Total Value	**$936,000**
Rounded	**$936,000**

Appraised Fee Simple Value of the 1.37-acre parcel

We placed the most weight on Comparables 2, 3 and 5 as these parcels were most similar in acreage size to this portion of the subject property. Sale 5 is the most recent sale. Equal but lesser weight was placed on the remaining sales. Therefore, in our opinion the value of the subject was as follows:

Value Indication - Fee Simple	
Acreage Size	1.37
Value/unit	$120,000
Total Value	**$164,400**
Rounded	**$164,000**

Conservation Easements and the Bundle of Rights

The 'bundle of rights' is a metaphor intended to demonstrate the legal relations between property owners and others. The metaphor has been in use since the early 20th. century and those 'rights' are probably best enumerated by the legal scholar A.M. Honoré, writing in 1961, who identified eleven components or 'sticks' in the bundle – eight positive and three negatives.

In the context of determining the value of the grant of a conservation easement, appraisers have frequently resorted to the use of some version of the bundle of rights in an attempt to identify and quantify the rights being relinquished. While this approach may have some validity it also has some significant weaknesses - the most obvious of which is the arbitrary allocation of relative value to each 'stick' in the bundle. That said, the following table attempts to do just that and allocate relative values to each of the eleven sticks, both before the granting of the easement and after:

	Before	After
1. The right to possess - exclusive physical control	20%	10%
2. The right to use - personal enjoyment and use	25%	20%
3. The right to manage - who gets to use it and how	15%	10%
4. The right to the income - that does or could flow from the property	20%	10%
5. The right to capital - the power to consume, waste or modify	20%	10%
6. The right to security - nobody can take it from you	5%	5%
7. The power of transmissibility - the power to devise or bequeath	5%	5%
8. The absence of term - the indeterminate length of one's ownership	5%	5%
9. The prohibition of harmful use - you cannot use to harm others	-5%	-5%
10. Liability to execution - it could be taken to satisfy a debt	-5%	-5%
11. Residuary character - the property could revert to the government	-5%	-5%
	100%	60%

As noted, this allocation of before and after values is arbitrary. However, it does serve to highlight the possible impact on the various ownership rights that the subject property's proposed easement entails. Our purpose in including this tabular presentation is not to rely upon it for determining value but rather to allow it to act as the backdrop, and partial corroboration, for what we believe to be more reliable indicators of the loss in value attributable to a conservation easement, which are the sales of encumbered properties, discussed and analyzed in the following section.

Sales Approach - Subject to Conservation Easement

Previously in this report determined an appraised fair market value for the property as if there were no restrictions on its use. This section performs a similar review of comparable sales, but this time for properties encumbered with a set of conservation easement restrictions similar to those proposed for the subject property.

Based on the preceding analysis and discussion of the restrictions imposed by the proposed easement, and the effect of the usage of the land, we identified sales of comparable property that had similar restrictions. Because these types of sales are relatively infrequent, we considered a wider market area and a greater time frame that might otherwise have been the case. The comparable properties are as follows:

Comparable Encumbered Land Sale 1

Location	Liberty County, GA
TMS#	005 001
Grantor	The Conservation Fund
Grantee	Jamie M. McGowan, Sr.
Date of Sale	January 30, 2014
Sales Price	$198,000
Deed Recorded	Deed Book 1810 Page 700
Size of Tract	242.80 +/- Acres
Unit Sales Price	$815.00 per acre
Verified by	Deed, Inspection, & Buyer

Remarks This property was subject to a 2012 conservation easement (Deed book/page 1728/565) held by the Georgia Land Trust. In 2014, the property was transferred for $198,000; in 2011, without the easement in place, the subject property and adjoining property totaling 513.90 +/- acres was sold at $1,452 per acre, a diminution in value of approximately 44%.

Comparable Encumbered Land Sale 2

Location	Long County, GA
TMS#	042 0002
Grantor	The Conservation Fund
Grantee	St George Timberland Holdings, Inc.
Date of Sale	April 24, 2013
Deed Recorded	Deed Book 411 Page 328
Acres	500.1
Total price	$507,000
Unit Sales Price	$1,014
Verified by	Public records, Seller

Remarks This property is located in northeast Long and northwest Liberty counties, this sale consisted of one continuous parcel which adjoined Fort Stewart. In 2013, the property was transferred for $507,000; in 2011, without the easement in place, the property and adjoining properties totaling 1,214.62 +/- acres were sold at $1,975 per acre, a diminution in value of approximately 49%.

Comparable Encumbered Land Sale 3

Location	Jasper County, SC
TMS#	015-00-01-066
Grantor	Cypress Creek Company, LLC
Grantee	Black Swamp, LLC
Date of Sale	September 6, 2013
Sales Price	$617,512.50
Deed Recorded	Deed Book 864, Page 800
Size of Tract	274.45 Acres
Unit Sales Price	$2,250 per acre (Land & Timber)
Verified by	Deed and Grantee

Remarks This was the sale of a small tract located in rural Jasper County. This property was covered by a 2005 conservation easement held by Lowcountry Open Land Trust, Inc. (deed book 336 on page 11-23) at the time of its sale. Based on our market research, unencumbered acreage in this immediate market area would have sold at an average price of $3,370 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately $1,120, or approximately 33%.

Comparable Encumbered Land Sale 4

Location	Jasper County, SC
TMS#	015-00-01-056 (portion of)
Grantor	Cypress Creek Company, LLC
Grantee	BPB Creek Company, LLC
Date of Sale	January 14, 2014
Sales Price	$1,463,920
Deed Recorded	Deed Book 866, Page 039
Size of Tract	731.96 Acres
Unit Sales Price	$2,000 per acre (Land & Timber)
Verified by	Deed and Grantee

Remarks This was the sale of a tract located in rural Jasper County. This property was covered by a 2005 conservation easement held by Lowcountry Open Land Trust, Inc. (deed book 336 on page 11-23) at the time of its sale. Based on information provided to us, this easement had similar restrictions to those of the subject property. Based on our in-house data and market research comparable, unencumbered acreage in this market area would have sold at an average price of $3,370 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately $1,370, or approximately 41%.

Comparable Encumbered Land Sale 5

Location	Williamsburg County, SC
TMS#	45-070-025
Grantor	Raymond & Judith Dominici
Grantee	Carl C. Causey
Date of Sale	December 12, 2017
Sales Price	$289,000
Deed Recorded	Deed Book 487, Page 054
Size of Tract	462.71 Acres
Unit Sales Price	$625 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Broker

Remarks This was the sale of a tract located in Williamsburg County. This property was covered by conservation easement at the time of its sale. Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of $2,093 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately $1,467, or approximately 70%.

Comparable Encumbered Land Sale 6

Location	Dorchester County, SC
TMS#	166-00-00-005
Grantor	Roy Walker
Grantee	Cynthia Jackson, et al.
Date of Sale	August 20, 2018
Sales Price	$110,000
Deed Recorded	Deed Book 11542, Page 268
Size of Tract	37.00 Acres
Unit Sales Price	$2,973 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Broker, Inspection

Remarks This was the sale of a tract located in Dorchester County. This property was covered by certain covenants and restrictions dated May 1, 2018 (Deed Book 113322, Page 277). The site is also subject to the Development Agreement by and between Dorchester County, South Carolina and MWV-East Edisto Dorchester, LLC dated December 12, 2012 (Deed Book 8601, Page 1). This agreement has been modified and amended. The site is further restricted by covenants by MWV-East Edisto Summers Corner, LLC dated October 9, 2017 (Deed Book 11039, Page 168). Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of $5,249 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately $2,276, or approximately 43%.

Comparable Encumbered Land Sale 7

Location	Berkeley County, SC
TMS#	052-00-00-002
Grantor	Joseph R. West, Jr.
Grantee	Kellie L. Swoyer
Date of Sale	May 28, 2020
Sales Price	$220,000
Deed Recorded	Deed Book 3372, Page 843
Size of Tract	85.21 Acres
Unit Sales Price	$2,582 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Broker, Inspection

Remarks This was the sale of a tract located in Berkeley County. This property is subject to conservation easement dated November 17, 2011 and held by The Lord Berkeley Conservation Trust. This easement is recorded with Berkeley County in Deed Book 9212 at Page 1. This was amended on October 9, 2019 and recorded with Berkeley County in Deed Book 3158 at Page 55. Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of $3,591 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately $1,009, or approximately 28%.

Comparable Encumbered Land Sale 8

Location	Richland County, SC
TMS#	R35600-01-03
Grantor	The Congaree Land Trust
Grantee	Chris & Sharri Edwards
Date of Sale	March 04, 2021
Sales Price	$85,000
Deed Recorded	2592/1010
Size of Tract	34 Acres
Unit Sales Price	$2,500 per acre (Land & Timber)
Verified by	Public records, aerial, sales agent, inspection, appraisal

Remarks This was the sale of a 34 +/- acre recreational tract located at the intersection of Highway 601 (McCords Ferry Road) and Leesburg Road across from the Columbia Fire Department Station 31 in eastern Richland County. The site was clear-cut approximately 10 years before this transfer and allowed to naturally regenerate the existing timber stand. It sold on 4/29/2019 from Harvey J. Rosen to The Congaree Land Trust for $95,200 and is recorded in deed book 2389 at page 1571. The purchaser placed a conservation easement on the site and immediate placed it back on the market to sell with Billy Cate of Rural Land Investments for $95,200. The most notable restrictions on the site were no industrial or commercial uses, no subdivision of the site and one single-family residence can be built. This decrease in value is approximately 10.71%.

Comparable Encumbered Land Sale 9

Location	Berkeley County, SC
TMS#	074-00-01-044
Grantor	Evening Post Publishing Company
Grantee	Wee Nee Santee, LLC
Date of Sale	March 29, 2021
Sales Price	$1,440,000
Deed Recorded	Deed Book 3768, Page 882
Size of Tract	769.649 Acres
Unit Sales Price	$1,871 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Broker, Inspection

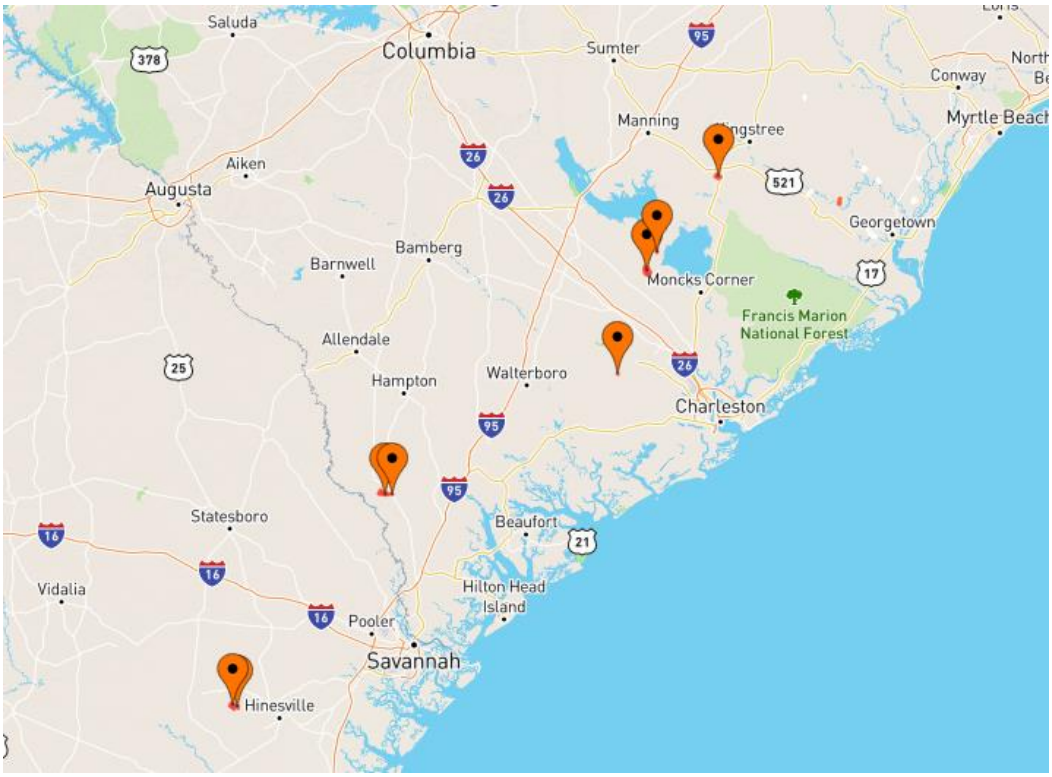
Remarks This was the sale of a tract located in Berkeley County. This property was covered by a 2006 conservation easement held by The Nature Conservancy. (Deed Book 9212 on Page 1) at the time of its sale. Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of $2,338 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately $1,038, or approximately 44%.

Comparable Encumbered Land Sale 10

Location	Berkeley County, SC
TMS#	098-00-00-017
Grantor	LBCT Trade Property LLC
Date of Sale	April 15, 2021
Sales Price	$350,000
Deed Recorded	Deed Book 3785, Page 519
Size of Tract	1,424.45 Acres
Unit Sales Price	$246 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Grantor

Remarks This was the sale of a tract located in Berkeley County. This property was covered by a 2002 conservation easement held by Lord Berkeley Conservation Trust. (Deed Book 03262 on Page 1) at the time of its listing. Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of $1,280 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately $1,035, or approximately 81%.

The following map shows the relative position of these comparables.



The following table summarizes the discussion information detailed earlier:

Summary

#	County/State	Year	Acres	Verified	Difference
1	Liberty, GA	2014	243.00	Grantee	44%
2	Long, GA	2013	500.00	Grantee	49%
3	Jasper, SC	2013	274.00	Grantee	33%
4	Jasper, SC	2014	732.00	Grantee	41%
5	Williamsburg, SC	2017	462.71	Broker	70%
6	Dorchester, SC	2018	37.00	Broker	43%
7	Berkeley, SC	2020	85.00	Broker	28%
8	Richland, SC	2021	34.00	Appraisal	11%
9	Berkeley, SC	2021	769.65	Broker	44%
10	Berkeley, SC	2021	1,424.45	Grantor	81%
		Mean			**44%**
		Median			**44%**
		High			**81%**
		Low			**11%**

The preceding table shows an average diminution in value attributable to the imposition of a conservation easement of 44%. While the range is relatively significant, in our opinion the average value is higher than what may be attributable to the subject property given its rural location. Based on discussions with knowledgeable third parties, the sales price of encumbered land will typically range from 35-40% below that of similar but unencumbered property, before consideration of any collateral benefit, which will be discussed later in this report.

Summary of the Loss in Value Arising from Granting the Easement (9.36 acres)

We recognize the above sales are much larger in acreage size than that of the subject. As well, we are of the opinion, the most unfavorable consequence to the imposition of the proposed restrictions would be no further subdivision of the 9.36 acres. Rural (T2R) by Beaufort County zoning district currently allows the property to be subdivided as many as five times, or if individually sold, each parcel (appx. 3 acres) could be subdivided further.

The proposed restrictions indicate the property, which exists as three parcels right now, can have no further subdivision. Considering the whole 9.36 acres, current subdivision of five minus the restricted subdivision of three equates to a remaining value of 60%, thus, resulting in a diminution of value of approximately 40% as a result of the imposition of the conservation easement.

Reconciliation

This report has determined two values for the subject property: first, the value as presently constituted, with no restrictive covenants for both the 9.36 acres tract and the 1.37 acres site and second, the value once the proposed conservation easement is granted on the 9.36 acres tract.

For the 9.36 acres, the difference between these two, representing the difference between the fair market value of the property before and after the granting of the restriction was $374,000 and was the loss in value attributable to the granting of the easement as of Monday, April 22, 2024.

Overall Summary - 1034 Seaside Road, St. Helena Island

TMS Parcel #	Acreage	Before Easement	After Easement	Proposed Easement Donation
R300-023-000-128B-0000	3.46	$346,000	$208,000	
R300-023-000-128C-0000	2.90	$290,000	$174,000	
R300-023-000-128D-0000	3.00	$300,000	$180,000	
	9.36	$936,000	$562,000	$374,000

TMS Parcel #	Acreage	Fee Simple Value		
R300-023-000-128A-0000	1.37	$164,000	N/A	N/A

Assumptions and Limiting Conditions

General Assumptions
This appraisal report is based on the following assumptions:

That title to the property is good and marketable unless otherwise stated.

The property is under responsible ownership and management.

The property is free of all liens and encumbrances, including material easements and rights of way, unless otherwise stated.

That the facts, estimates and opinions furnished to us by others were given in good faith and were honestly expressed.

Any data or information provided by the owners or their agents are substantially correct.

There are no hidden or other unapparent conditions in or on the property that would change the appraised value.

That structural and mechanical conditions which visually appear to be sufficient for their intended purpose are indeed so.

That the owner has maintained the property in compliance with all applicable federal, state and local regulations and laws, including the payment of any related taxes, unless otherwise stated.

That all applicable zoning, use regulations and restrictions have been complied with.

That all required licenses, certificates, legislated or administrative consents from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimated in this report is based.

That the utilization of the land and any improvements is within the boundaries or property lines of the property, unless noted within the report.

That revenue stamps placed on deeds, used to indicate comparable sales, were in the correct amount to reflect the true and actual money consideration involved; and that the information secured from brokers or interested parties to verify the transactions, is in conformity with the facts.

Limiting Conditions
This report is made expressly subject to the following stipulations and conditions:

No responsibility is assumed for any legal descriptions or for any matter requiring legal competence.

Any sketches, plans or drawings are provided only to assist the reader in visualizing the property.

We specifically accept no responsibility for damage from termites, woodborers or any other wood-infesting insects.

No responsibility is assumed for any adverse condition that would only be discoverable by an inspection performed by a qualified engineer or similar specialist.

We are not qualified to detect the existence of hazardous material but have no knowledge of the existence of such materials on or in the property. This appraisal is predicated on the assumption that there are no such materials on or in the property that could cause a loss in value, unless so noted.

No responsibility is assumed by us for matters that are legal in nature, or for auditing or engineering opinions, nor is any opinion of the title rendered herewith.

Possession of this report or any copy does not carry with it the right of publication, nor may the report, or any portion thereof, be used for any purpose by any but the Client without the previous written consent of the appraiser.

This property has not been surveyed to establish the facts of legal description and dimensions; these are presumed to be substantially as stated in information provided to us.

The provision of this report does not obligate us to voluntarily give sworn testimony with reference to the property evaluated. If given, such testimony would be contingent upon both appropriate compensation and the opportunity to review the appraisal report in light of market change.

This report is an opinion of value and does not constitute any form of guarantee of that value.

To the best of our knowledge, the presence of Radon has not been detected on this property or, if detected, has been determined that the level is considered safe according to the standards established by the Environmental Protection Agency. We do not, however, make any guarantees or warranties that the property has been tested for the presence of Radon, or, if tested, that the tests were conducted pursuant to EPA approved procedures.

The property was not reviewed to determine whether or not it is in conformity with the various requirements of the Americans with Disabilities Act of 1990, as amended. It is possible that a compliance survey could determine that the subject property does not conform to one or more of the requirements of the ADA. If so, this fact could have a negative effect on the market value of the subject property.

The names and qualifications of the appraiser or appraisers who materially assisted in the preparation of this report are found below. For the sake of simplicity and consistency, the use of the terms 'we' or 'us', rather than the first person singular, has been used throughout this report to reflect the possibility that more than one appraiser participated in the work performed for this report.

Extraordinary Assumptions and Hypothetical Conditions

An extraordinary assumption is 'an assumption, directly related to a specific assignment as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.' *(USPAP 2024-2025)*

A hypothetical condition is 'a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.' *(USPAP 2024-2025)*

There are no extraordinary assumptions or hypothetical conditions in this report.

Certification and Qualifications of the Appraiser

Certification Statement

- I, Travis Lee Avant, certify to the best of my knowledge and belief:
- I certify to the best of my knowledge and belief:
- I hold myself out to the public as an appraiser or perform appraisals on a regular basis;
- Because of my appraiser's qualifications as described in this appraisal, that I am qualified to make appraisals of the type of property being valued;
- I am not the donor or taxpayer who claims or reports a deduction under section 170 for the property that is being appraised, a party to the transaction in which the donor acquired the property being appraised, or the donee of the appraised property;
- I understand that an intentionally false or fraudulent overstatement of the value of the property described in the qualified appraisal or appraisal summary may subject we to a civil penalty under section 6701 for the aiding and abetting an understatement of tax liability, and, moreover, we may have appraisals disregarded pursuant to 31 U.S.C. 330 (c); and
- I understand that a substantial or gross valuation misstatement resulting from an appraisal of the value of property that we know, or reasonably should have known, would be used in connection with a return or claim for refund, may subject we to a civil penalty under section 6695A.
- This certification is made with respect to the appraisal I made of property described in the attached report. The property is to be contributed by Luke H. Inabinett, Sr. (Grantor) to Open Land Trust (Grantee).

- I hereby certify that to the best of my knowledge and belief:

- I am Certified General Real Estate Property Appraiser for the state in which the Property is located, as that term is defined by us Qualifications Board under authority of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA);

- My analyses, opinions, and conclusions were developed, and my appraisal report relating to the Property was prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Section of the National Association of Realtors.

- In making the appraisal of the Property, I applied generally accepted professional appraisal standards, including, if applicable, those established for gifts of qualified conservation contributions as defined under section 170(h) of the Internal Revenue Code as more fully described under section 1.170A-14(h)(3)(i) and (ii);

- This appraisal of the Property satisfies all requirements for a "qualified appraisal" as that term is defined under section IRC § 170(f)(11)(C) and (E)(i)(II). This appraisal report is in compliance with this regulation.

- The term "qualified appraiser", as defined in IRC § 170(f)(11)(E)(ii), means an individual who: (1) Has earned an appraisal designation from a recognized professional appraiser organization or met minimum education and experience requirements as set forth in the regulations, (2) Regularly performs appraisals for which the individual receives compensation, and (3) Meets such other requirements as prescribed by the Secretary in regulations or other guidance. This appraiser has met these qualifications.

- This appraisal was prepared by a qualified appraiser in accordance with generally accepted appraisal standards.

- I have the expertise and experience to make appraisals of Conservation Easements and Conservation Lands;

- I have not been barred from presenting evidence or testimony in any administrative proceedings before the Department of the Treasury or the Internal Revenue Service or other administrative bodies;

- The appraisal of the Property has taken into account any increase in value to nearby real property owned by the Grantor or a party related to the Grantor, resulting from the contribution of the Property to Open Land Trust;

- I have been advised that the Grantor (Luke H. Inabinett, Sr.) is not, a "covered person" as defined below;

- Covered Person: All employees, Board members, Chapter Trustees/Advisors, and, as defined below, close relatives, major donors, related organizations, and other insiders.

- Close Relatives: Spouse, child (natural or adopted), parent and step-parent, in-laws, grandchild, grandparent, brother or sister of a covered person, and any person with whom a covered person shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent upon the covered person.

- Major Donor: An individual, corporation, or foundation that makes a gift or pledge of $100,000 or more at any one time or cumulatively within a 5-year period prior to the occurrence of the conflict either in cash, appreciated securities, other assets or in land, casement, or bargain sale value.

- Other Insiders: Individuals, such as former board of director's members, former Chapter Trustees, members of Conservation advisory boards or committees, volunteers or former employees who, by their continued involvement with the Trust, either have access to inside information that could place them within a conflict situation or could give the appearance of such persons having the ability to unduly influence the Trust. Depending on the facts and circumstances, an independent contractor may be an "other insider" where that person or entity has access to inside information.

- Inside Information: Any material information that is identified as confidential and proprietary, pertaining to the business and affairs of the Trust, whether related to a specific transaction or to matters pertaining to the Trust's interest, activities, and policies.

- Related Organizations: Any organization in which a covered person directly or indirectly:

- Owns or controls a 5% or more of any voting security; or is a director, executive officer, executor, administrator, trustee, beneficiary, controlling partner, or otherwise serves in a fiduciary capacity or holds a substantial beneficial interest; or has legal or de facto power to control the election of a majority of directors; or has legal or de facto power to exercise a controlling influence over the management or policies. "Organization" includes a corporation, partnership, trust, estate, joint venture, and unincorporated affiliation of any kind as well as public boards and commissions and not-for-profit organizations.

- The existence (or absence) of a relationship between Donor and Conservation Trust; did not influence our conclusion of fair market value on the property that is the subject of this appraisal report.

- I understand that this certification will be provided to Conservation Trust; as part of its procedures relating to accepting donations of conservation and land conservation easements.

- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial and unbiased professional analyses, opinions, and conclusions.

- I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved.

- We have not previously appraised the real property which is the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.

- I have no bias with respect to the property that is the subject of this report or to the parties involved in the assignment.

- My engagement in this assignment was not contingent upon developing or reporting predetermined results.

- My compensation for completing this assignment is not contingent upon the development of reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

- I have made a personal inspection of the subject property.

- Also certify that I have attended or remotely studied the Conservation Transactions Seminar sponsored by the Bank on October 19, 2022, which I further acknowledge is required to perform appraisal services in association with a Bank-funded real estate transaction.

- Compass South Tax ID is #30-0410310.

Professional Associations

- The report analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.

- As of this date of this report, I am in good standing, completed the continuing educational requirements and in compliance with programs of the Accredited Senior Appraiser (ASA) and Appraisal Review Management (ARM) of the American Society of Appraisers.

- As of this date of this report, I am in good standing, completed the continuing educational requirements and in compliance with the program as designated member of the International Right-of-Way Association.

- The report analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Practices of the Appraisal Institute.

- The use of the report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

- As of this date of this report, I am in good standing with the Appraisal Institute and a General Review Candidate on the AI-GRS designation path and have completed that Standards and Ethics Education Requirements.



Travis Lee Avant, ASA, ARM-RP, R/W-AC
SC Certified General Real Estate Appraiser CG 4749

Statement of Qualifications of the Appraiser

Travis Lee Avant

ASA -Accredited Senior Appraiser Designation and Appraisal Review RP Designation

Employment History

1983 to 1986	United States Army
1986 to 2000	Law Enforcement, Colleton Co. SC, including six years as elected Sheriff
2000 to 2003	Criminal Investigator, SC Law Enforcement Division -SLED
2003 to 2007	General Appraiser, Hartnett & Co, Charleston, SC
2007 to 2009	Summary Court Magistrate in Colleton County (parttime)
2011 to 2013	Colleton County Election Commission Board Director
2007	Current- Present founder and co-owner of CSI and principal and team lead appraiser of Compass South Appraisals

Education

1987	Graduate of Trident Tech College, AS Public Service
1994	Graduate, the F.B.I. National Academy, Quantico, VA
1996	National Sheriff's Institute Administrators Academy, Colorado
2000	Graduate, The University of South Carolina, AS and Bachelor of Science

Current Business and Professional Affiliations

ASA - Designated Accredited Senior Appraisers and Appraisal Review
ASA - Representative of the Ethics Committee
Board President, Palmetto Rural Telecommunication
Board Director, South Carolina Broad Band Association
Board Director, Executive Committee, SC Palmetto Agribusiness Council
Board Director with a Community Bank

Current State Certified General Real Estate Appraiser License

Active: Alabama, Georgia, North Carolina, South Carolina, Tennessee and Virginia – temporary licenses in past – Texas, Arkansas, Mississippi and Florida.

Brokers Real Estate License

Accredited Buyers Representation - ABR® designee of NAR. Real Estate organization that encourages the highest standard of ethical business practices.

Appraisal Experience

Twenty years as an appraiser with extensive experience appraising various types of rural and commercial and residential properties. To include commercial, industrial, office and retail uses, c-stores hotels, residential subdivision and a variety of special purposes type properties. Experience includes timberland, recreational property, historical plantations, venues, and agricultural products, such as poultry, and

orchards. I have completed over one hundred appraisal assignments involving conservation and preservation easements.

I have completed over hundreds of eminent domain assignments with litigation experience. Eminent Domain clients include condemnor and condemnee for property owners, several counties and municipal governments, utility companies and law firms across South Carolina. I have experience in appraisal review; completed over 100 hours of training with emphasis on appraisal review training and have experience providing technical, UASFLA and USPAP compliance appraisal reviews. I have testified as a witness in Federal, State, Family, Master of Equity, Common/Civil and Criminal Court.

Articles and Presentations
Contributor for the TAQEEM appraisal review manual was recently published by the American Society of Appraisers. TAQEEM is a Saudi Authority for Accredited Valuations for the government of a Middle Eastern country. I have served a few times as a guest instructor for ASA regarding Appraisal Review courses as well as providing instructions to a few organizations on the appraisal process.

Appraisal Education
Eminent Domain, SCDOT, 2024
SC Land Use, Seminar Group, 2024
Conservation Easements: Legal, Appraisal, Accounting, and Ethical Issues, Appraisal institute 2023
Business Practice and Ethics, Appraisal institute, 2023
Appraising Environmentally Contaminated Properties, 2023
Conservation Transactions: Legal and Appraisal Matters, SCCB 2022
Comprehensive Appraisal Overview, Appraisal Institute, 2022
Appraisal Review Theory, Appraisal Institute, 2021
Easement Valuation, IRWA, 2021
Supervisory - Trainee Course, 2021
Code of Ethics, IRWA, 2021
Eminent Domain, IRWA, 2020
Comprehensive Appraisal Overview, Appraisal Institute, 2020
Appraisal Review Theory, Appraisal Institute, 2019
Realtors ® Appraisal Code of Ethics, 2018
Cost Approach Certificate, Core Logic, 2018
The Law and Litigation with Eminent Domain, SC Bar, 2018
Uniform Standards, USPAP, every year and current
Eminent Domain and Condemnation, Appraisal Institute, 2018
Expert Witness / Scope of Work / Going Concern, Appraisal Society Appraisers 2017
Forest Valuation II, Appraisal Institute, 2017
Principals of Real Estate Appraisals, IRWA 2017
Uniform Appraisal Standards for Federal Land Acquisitions, 2016, 2017
Ethics and the Right of Way Profession, IRWA, 2016
Appraisal Review Management, Appraisal Society Appraisers, 2015, 2016
Accredited Buyers Representation - ABR® designee, NAR, 2015
Standards of Practice for the Right of Way Professional, IRWA 2015
The Valuation of Partial Acquisitions, IRWA 2015

Real Estate Finance, Statistics Valuation Modeling, Appraisal Institute, 2013
General Appraisal Report Writing and Case Studies, Appraisal Institute, 2013
Hypothetical and Extraordinary Conditions, Appraisal Institute, 2012
Conservation Easements, 2006, 2012, 2013, 2015
Business Practice & Ethics, Appraisal Institute, 2012
Fundamentals of Separating Real Property, 2012
Appraising the Appraiser, Appraisal Institute, 2012
Applied Forest Finance, FORISK, 2010
Advanced Sales and Cost Approach, Appraisal Institute, 2009
Advanced Income Capitalization, Appraisal Institute, 2009
Commercial Real Estate Analysis, CCIM, 2006
The Professional Guide to URAR- Secondary Mortgages, 2005
Appraisal Principles, Appraisal Institute, 2005
Discounted Cash Flow, 2004
Applied Income Property Valuation, 2003
Advanced Income Capitalization Procedures, 2003
Introduction to Income Property Appraisal, 2003
Financial Cash Flow, 2003, 2013
Appraising Single family Residences, 2003
Applied Property Valuation Case study 2003
Principals of Real Estate Appraisals, 2003


South Carolina Department of Labor, Licensing and Regulation
Real Estate Appraisers Board
CERTIFIES THAT:
TRAVIS LEE AVANT
IS AUTHORIZED TO PRACTICE
Certified General Appraiser
LICENSE NO.
AB .4749 CG
EXPIRATION DATE: 06/30/2024
To verify current license status, go to http://verify.llronline.com/LicLookup/LookupMain.aspx

Addenda

Addendum A	County Information on Subject
Addendum B	Easement Terms Sheet
Addendum C	Photos
Addendum D	Flood Map

Beaufort County, South Carolina

generated on 1/23/2024 2:12:11 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128A 0000	00305903	1047 SEASIDE RD,	1/19/2024	2023	2024

Current Parcel Information

Owner	INABINETT LUKE H SR	Property Class Code	AgVac NonClassified
Owner Address	10 CHIQUITA POINT ST HELENA ISL SC 29920	Acreage	1.3700
Legal Description	PARCEL B PB13 PG40 PB76 PG114 *T ACCT 89 INCORRECT OWNER PLAT ATT TO JR#76150 AC ADJUSTED BY PLAT SUBJ TO ROLLBACK TAX LIEN		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2023	$90,100		$90,100	$7.44	$7.44
2022	$60,100		$60,100	$7.71	$7.71
2021	$60,100		$60,100	$7.54	$7.54
2020	$60,100		$60,100	$7.36	$7.36
2019	$60,100		$60,100	$7.28	$7.28
2018	$60,100		$60,100	$7.03	$7.03
2017	$84,600		$84,600	$7.22	$7.22
2016	$84,600		$84,600	$7.11	$7.11
2015	$84,600		$84,600	$33.66	$33.66
2014	$84,600		$84,600	$33.60	$33.60

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
FREEMAN HAROLD HARMON CONNIE FREEMAN	2450 1378	9/27/2006	Fu		$75,000
FREEMAN ANNA	7 6150	5/1/1989	Sp		$0
FREEMAN ANNA	110 162	1/1/1980	Fu		$0
		12/31/1776	Or		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

Beaufort County, South Carolina

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Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128B 0000	00305912	10 CHIQUITA PT,	1/19/2024	2023	2024

Current Parcel Information

Owner	INABINETT LUKE H	Property Class Code	AgImp Forest
Owner Address	10 CHIQUITA PT ST HELENA ISLAND SC 29920-9802	Acreage	3.4600
Legal Description	1985 MASCOT/GREY/SER#MHG1821/52X24/SUBJ TO ROLLBACK TAX LIEN~2/11 0.26 AC ADDED FM 23/350		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2023	$158,000	$26,700	$184,700	$364.70	$364.70
2022	$105,000	$13,900	$118,900	$305.40	$305.40
2021	$105,000	$13,900	$118,900	$296.53	$296.53
2020	$105,000	$13,900	$118,900	$293.39	$293.39
2019	$105,000	$13,900	$118,900	$286.66	$286.66
2018	$105,000	$13,900	$118,900	$280.21	$280.21
2017	$166,700	$12,800	$179,500	$644.83	$644.83
2016	$166,700	$12,800	$179,500	$629.37	$629.37
2015	$166,700	$12,800	$179,500	$615.13	$615.13
2014	$166,700	$12,800	$179,500	$600.76	$600.76

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
INABINETT LUKE H FLORENCE	463 931	10/1/1986	Fu		$0
FRIPP JOSEPH	353 725	8/1/1982	Fu		$41,900
FRIPP CALVIN	353 721	7/1/1982	Fu		$0
FRIPP CALVIN	3 9421	8/1/1971	Sp		$0
		12/31/1776	Or		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	MHOME	Manufactured Home	1985	0	0		
R01	BOATD	Waterfront Boat Dock	1950	0	0		128
R01	PIER	Waterfront Pier	1950	0	0		400

Beaufort County, South Carolina

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Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128C 0000	00305921	1034 SEASIDE RD,	1/19/2024	2023	2024

Current Parcel Information

Owner	INABINETT LUKE H SR	Property Class Code	AgVac Forest
Owner Address	10 CHIQUITA POINT ST HELENA ISLAND SC 29920	Acreage	2.9000
Legal Description	PARCEL A2 PB13 PG40 PG76 PG114 *SEE 2002 TX ACCT #10478219 AC ADJUSTED BY PLAT *T ACCT 89 INCORRECT OWNER SUBJ TO ROLL BACK TAX LIEN		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2023	$120,800		$120,800	$6.50	$6.50
2022	$83,600		$83,600	$6.77	$6.77
2021	$83,600		$83,600	$6.60	$6.60
2020	$83,600		$83,600	$6.42	$6.42
2019	$83,600		$83,600	$6.34	$6.34
2018	$83,600		$83,600	$6.09	$6.09
2017	$88,200		$88,200	$6.28	$6.28
2016	$88,200		$88,200	$6.17	$6.17
2015	$88,200		$88,200	$10.89	$10.89
2014	$88,200		$88,200	$10.83	$10.83

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
INABINETT LUKE H SR	11 8561	7/16/2002	Sp		$0
FREEMAN HAROLD JR PHILLIS W	1545 1087	2/6/2001	Fu		$60,000
WALKINSHAW JOSEPHINE	526 1713	3/1/1989	Fu		$0
WALKINSHAW JOSEPHINE	110 161	1/1/1980	Fu		$0
		12/31/1776	Or		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

Beaufort County, South Carolina

generated on 1/23/2024 2:10:08 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128D 0000	00305930	1042 SEASIDE RD,	1/19/2024	2023	2024

Current Parcel Information

Owner	INABINETT LUKE H SR	Property Class Code	AgVac Forest
Owner Address	10 CHIQUITA POINT ST HELENA ISL SC 29920	Acreage	3.0000
Legal Description	MOBILE HOME SITE SUBJ TO ROLL BACK TAX LIEN		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2023	$189,800		$189,800	$14.43	$14.43
2022	$126,600		$126,600	$14.97	$14.97
2021	$126,600		$126,600	$14.62	$14.62
2020	$126,600		$126,600	$14.26	$14.26
2019	$126,600		$126,600	$14.12	$14.12
2018	$126,600		$126,600	$13.61	$13.61
2017	$185,200		$185,200	$13.99	$13.99
2016	$185,200		$185,200	$13.80	$13.80
2015	$185,200		$185,200	$11.53	$11.53
2014	$185,200		$185,200	$13.14	$25.27

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
FREEMAN HAROLD JR WEBB ANNETTE	1920 2278	2/2/2004	Fu		$60,000
FREEMAN HAROLD JR WEBB ANNETTE	11 8561	7/16/2002	Sp		$0
SCOTT GLADYS	1282 54	4/10/2000	QC		$10
SCOTT GLADYS PINCKNEY JOSEPH JR ANNA FREEMAN	564 1571	10/17/1990	QC		$1
SCOTT GLADYS PINCKNEY JOSEPH JR ANNA FREEMAN	110 160	1/1/1980	Ot		$0
		12/31/1776	Or		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

Form 14—Title to Real Estate
67890 Revised 1976

State of South Carolina,

COUNTY OF BEAUFORT

931

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Florence Inabinett

in the State aforesaid for and in consideration of the sum of

Ten and no/100 ($10.00) Dollars and love and affection for my husband ~~DOLLARS;~~

to in hand paid at and before the sealing of these presents by Luke H. Inabinett
Route 2, Box 476, Frogmore, South Carolina 29920

in the State aforesaid the receipt whereof is hereby

acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and

release unto the said Luke H. Inabinett, his heirs and assigns forever, my undivided one-half interest in and to the following described real property, to-wit:

ALL that certain piece, parcel or lot of real property situate, lying and being on St. Helena Island, Beaufort County, South Carolina. The real property is more precisely shown as 3.2 acres and is designated Parcel A-3 on a plat that may be found in the RMC Office for Beaufort County, South Carolina, in Plat Book 13 at Page 40. The said 3.2 acres is bounded on the North and on the West by the Club Bridge Creek; on the Southeast by a road which is known as Seaside Road, and on the Southwest by Parcel A-2 which now or formerly was held by Josephine Walkinshaw.

This is the same real property acquired by Luke H. Inabinett and Florence Inabinett by deed from Joseph Fripp recorded on August 25, 1982, in Deed Book 353 at Page 725, in the RMC Office for Beaufort County, South Carolina.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
300	23		128B	

This deed prepared by: W. Brantley Harvey, Jr., Esquire, of the law firm of Harvey & Battey, P. A., 1001 Craven Street, Beaufort, South Carolina 29902.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Luke H. Inabinett, his Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said Luke H. Inabinett, his 933 Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this _____ day of October in the year of our Lord one thousand nine hundred and eighty-six and in the two hundred and eleventh year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF

Diane Kenny
W. Brantley Harvey Jr.

Florence Inabinett (L. S.)
FLORENCE INABINETT

_____ (L. S.)

The State of South Carolina,

Beaufort County.

PERSONALLY appeared before me Diane Kenny and made oath that s/he saw the within named Florence Inabinett sign, seal, and as her act and deed, deliver the within written Deed, and that s/he with W. Brantley Harvey, Jr. witnessed the execution thereof.

SWORN to before me, this _____ day of October A.D. 19 86

W. Brantley Harvey Jr. (SEAL)
Notary Public of South Carolina
My Commission Expires:

Diane Kenny

Harvey & Battey, P. A.
WBHJr/gph/File:

State of South Carolina,

COUNTY OF BEAUFORT

Florence Inabinett

TO

Luke H. Inabinett

TITLE TO REAL ESTATE

'86 NOV 12 PM 2 51

934

Filed 12th day
of November A.D. 1986
at 2 51 o'clock P M.
and recorded in Book 463
Page 431, Fee, $ 4.00
S. Floyd Dalton
R. M. C. or Clerk Court C.P. & G. S.
Beaufort County, S.C.

Recorded this 20th day
of November, 19 86
in Book 8 Page 823
Fee, $
Mary Ann Graves
Auditor Beaufort County, S. C.

WALKER, EVANS & COGSWELL CO
Charleston, S C

3/05 Dore 575

COUNTY TAX 66.00

STATE TAX 156.00

BEAUFORT COUNTY SC- ROD
BK 01920 PGS 2278-2280
DATE: 03/09/2004 04:06:48 PM
INST # 2004015451 RCPT# 226073

STATE OF SOUTH)

COUNTY OF BEAUFORT)

TITLE TO REA

RECORDED
2004 Mar -30 04:22 PM
Sharon G. Burris
BEAUFORT COUNTY AUDITOR

KNOW ALL MEN BY THESE PRESENTS, THAT WE, HAROLD FREEMAN, JR. AND ANNETTE S. WEBB, in the State aforesaid for and in consideration of the sum of SIXTY THOUSAND AND NO/100 ($60,000.00) DOLLARS to us in hand paid at and before the sealing of these presents by LUKE H. INABINETT, SR., 10 CHIQUITA POINT, ST. HELENA ISLAND, S.C. 29920 in the State aforesaid for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these Presents do grant, bargain, sell and release unto the said LUKE H. INABINETT, SR., his heirs and assigns forever the following described real estate, to-wit:

ALL that certain piece, parcel or lot of land situate, lying and being on St. Helena Island, Beaufort County, South Carolina, containing three (3) acres, and is shown and designated as Parcel A-1 on that certain plat which is recorded in the office of the RMC for Beaufort County at Plat Book 13 Page 40 For a more complete and accurate description of the metes, bounds, courses and distances, reference may be had to said plat.

This is a portion of same property which was the subject of a quiet title action (Case No. 02-CP-07-271) conveyed to the Grantors herein by Order of Thomas Kemmerlin, Jr., Master in Equity for Beaufort County, said Order signed July 16, 2002. See also: Judgment Roll No. 118561.

This Deed prepared by Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's Island, S.C. 29902. DMP# 300-23-128D

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said LUKE H. INABINETT, SR., his heirs and assigns forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and

ADD DMP Record 3/27/2004 12:47:04 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R300	023	000	128D	0000	00

forever defend, all and singular, the said Premises unto the said LUKE H. INABINETT, SR., his heirs and assigns forever against us and our Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our hands and seals this 2nd of February, in the year of our Lord two thousand two (2002) and in the two hundred and twenty-sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Margie C Mack
signature of lst witness

HAROLD FREEMAN, JR.

signature of 2nd witness (Notary)

ANNETTE S. WEBB

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF BEAUFORT)

PERSONALLY, appeared before me the undersigned witness and made oath that she saw the within named Harold Freeman, Jr. and Annette S. Webb sign, seal and as their acts and deed, deliver the within written Deed, and that she with the other witness witnessed the execution thereof.

Margie C Mack

SWORN to before me this

2nd day of February, 2004

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/16/2013

5/11 RW
Dore
7269

BEAUFORT COUNTY SC - ROD
BK 02450 PGS 1378-1382
FILE NUM 2006078529
09/28/2006 04:10:55 PM
REC'D BY R WEBB RCPT# 446634
RECORDING FEES 11.00
County Tax 82.50
State Tax 195.00

STATE OF SOUTH CAROLINA)
) TITLE TO REAL ESTATE
COUNTY OF BEAUFORT)

KNOW ALL MEN BY THESE PRESENTS THAT HAROLD FREEMAN AND CONNIE FREEMAN HARMAN CH., in the State aforesaid for and in consideration of the sum of SEVENTY-FIVE THOUSAND AND NO/100 ($75,000.00) DOLLARS to us in hand paid at and before the sealing of these presents by LUKE H. INABINETT, SR., 10 Chiquita Point, St. Helena Island, SC 29920, in the State aforesaid, for which the receipt whereof is hereby acknowledged, have granted, bargained, sold and released and by these presents do grant, bargain, sell, and release unto the said LUKE INABINETT, his heirs and assigns forever the following described property, to-wit:

"SEE ATTACHMENT"

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said LUKE INABINETT, his heirs and assigns forever,

AND I do hereby bind myself and my heirs, executors, successors and assigns, to warrant and forever defend, all and singular, the said premises unto the said LUKE INABINETT, his heirs and assigns, against me and my heirs, successors and assigns and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this 27th day of Sept, in the year of our Lord two thousand six (2006) and in the two hundred and twenty-ninth year of the Sovereignty and

ADD DMP Record 10/23/2006 11:49:27 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R300	023	000	128A	0000	00

RECORDED
2006 Oct -23 04:56 PM
Sharon P. Burris
BEAUFORT COUNTY AUDITOR

Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES AS TO HAROLD FREEMAN

Margie C Mack
signature of 1st witness

HAROLD FREEMAN

signature of 2nd witness (Notary)

CONNIE FREEMAN HARMAN

WITNESSES AS TO CONNIE FREEMAN HARMAN

signature of 1st witness

signature of 2nd witness (Notary)

MARK KOBER - SMITH - NOTARY PUBLIC
8 CARLOS PLACE, LONDON W1K 3AP
TEL: 020 7499 2606
notarypublicinlondon.com

Signed before me and by Connie Freeman Harman this 18th August 2006 and the other witness

MARK KOSER - SMITH - NOTARY PUBLIC
6 CARLOS PLACE, LONDON W1K 3AP
TEL: 020 7499 2805
notarypublicinlondon.com

STATE OF _____)
)
COUNTY OF _____)

ACKNOWLEDGMENT AS TO
CONNIE FREEMAN HARMAN

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Connie Freeman Harman sign, seal and as her act and deed, deliver the within written Deed, and that s/he with the other witnessed the execution thereof.

CH

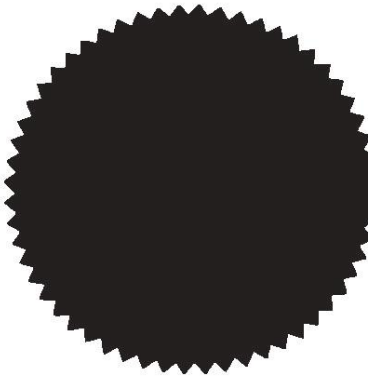
_____
signature of lst witness

SWORN to before me this 18th

day of AUGUST, 2006

_____
NOTARY PUBLIC FOR LONDON
MY COMMISSION EXPIRES: AT DEATH

MARK KOSER - SMITH - NOTARY PUBLIC
6 CARLOS PLACE, LONDON W1K 3AP
TEL: 020 7499 2805
notarypublicinlondon.com



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

ACKNOWLEDGMENT AS TO
HAROLD FREEMAN

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Harold Freeman sign, seal and as his act and deed, deliver the within written instrument, and that s/he with the other witness witnessed the execution thereof.

Margie C Mack

SWORN to before me this

27th day of Sept., 2006

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/16/2013

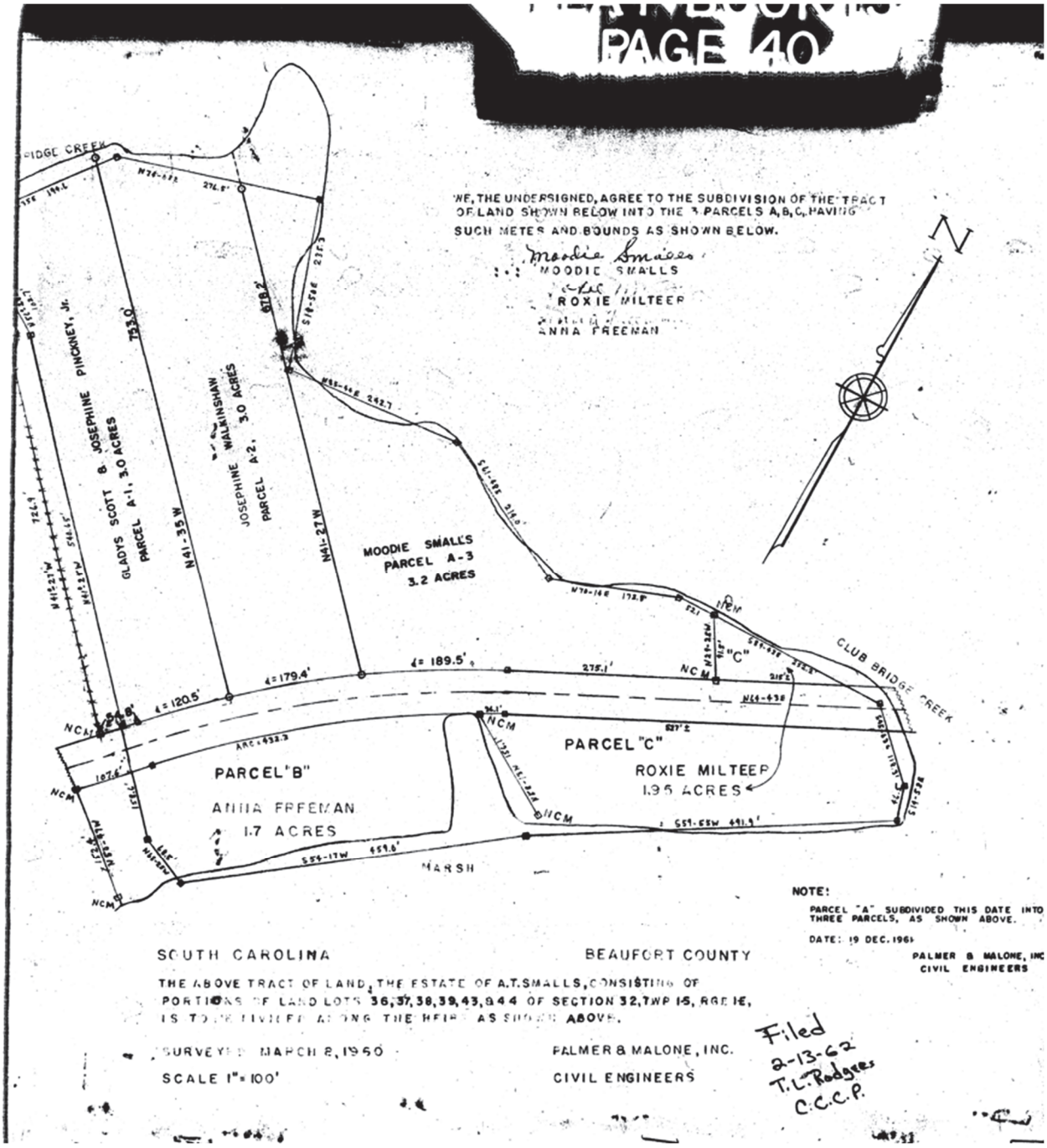
ATTACHMENT

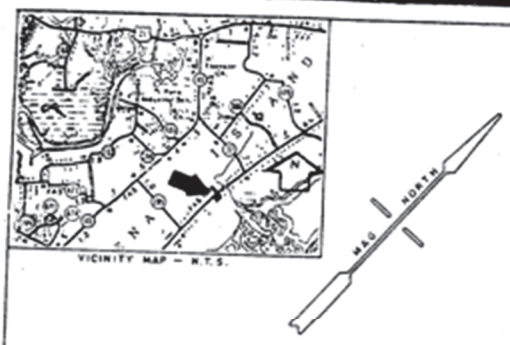
ALL that certain piece, parcel or lot of land situate, lying and being on St. Helena Island, Beaufort County, State of South Carolina, containing 1.37 acres, and is more particularly shown and described on that certain plat which was prepared for Harold Freeman, Jr. by David S. Youmans, R.L.S., dated July 26, 1989, a copy of which is recorded in the office of the RMC for Beaufort County at Plat Book 76, Page 114. For a more complete and accurate description as to the metes, bounds, courses and distances, reference may be had to said plat.

This is the same property which was acquired by the Grantors herein by Order of the Honorable Thomas Kemmerlin, Jr., Master In Equity for Beaufort County, at Judgment Roll 76150, Case No. 89-CP-07-68.

This deed prepared without the benefit of a title examination by Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's Island, SC 29907.

District 300, Map 23, Parcel 128A


PAGE 40
WE, THE UNDERSIGNED, AGREE TO THE SUBDIVISION OF THE TRACT OF LAND SHOWN BELOW INTO THE 3 PARCELS A, B, C, HAVING SUCH METES AND BOUNDS AS SHOWN BELOW.
MOODIE SMALLS
ROXIE MILTEEP
ANNA FREEMAN
N
GLADYS SCOTT & JOSEPHINE PINCKNEY, Jr.
PARCEL A-1, 3.0 ACRES
733.0'
N41-35 W
JOSEPHINE WALKINSHAW
PARCEL A-2, 3.0 ACRES
618.2'
N41-27 W
MOODIE SMALLS
PARCEL A-3
3.2 ACRES
d = 120.5'
d = 179.4'
d = 189.5'
275.1'
ARC = 432.3
PARCEL "B"
ANNA FREEMAN
1.7 ACRES
PARCEL "C"
ROXIE MILTEEP
1.95 ACRES
CLUB BRIDGE CREEK
MARSH
NCM
NOTE:
PARCEL "A" SUBDIVIDED THIS DATE INTO THREE PARCELS, AS SHOWN ABOVE.
DATE: 19 DEC. 1961
PALMER & MALONE, INC
CIVIL ENGINEERS
SOUTH CAROLINA
BEAUFORT COUNTY
THE ABOVE TRACT OF LAND, THE ESTATE OF A.T. SMALLS, CONSISTING OF PORTIONS OF LAND LOTS 36, 37, 38, 39, 43, 44 OF SECTION 32, TWP 15, RGE 1E, IS TO BE DIVIDED ALONG THE HEIRS AS SHOWN ABOVE.
SURVEYED MARCH 8, 1960
SCALE 1" = 100'
PALMER & MALONE, INC.
CIVIL ENGINEERS
Filed
2-13-62
T.L. Rodgers
C.C.C.P.



FILED
JOHN A. SULLIVAN, JR.
R.M.C.
BEAUFORT COUNTY, S.C.
00 OCT 30 PM 12:06
BK 76 PG 111
FOLDER #

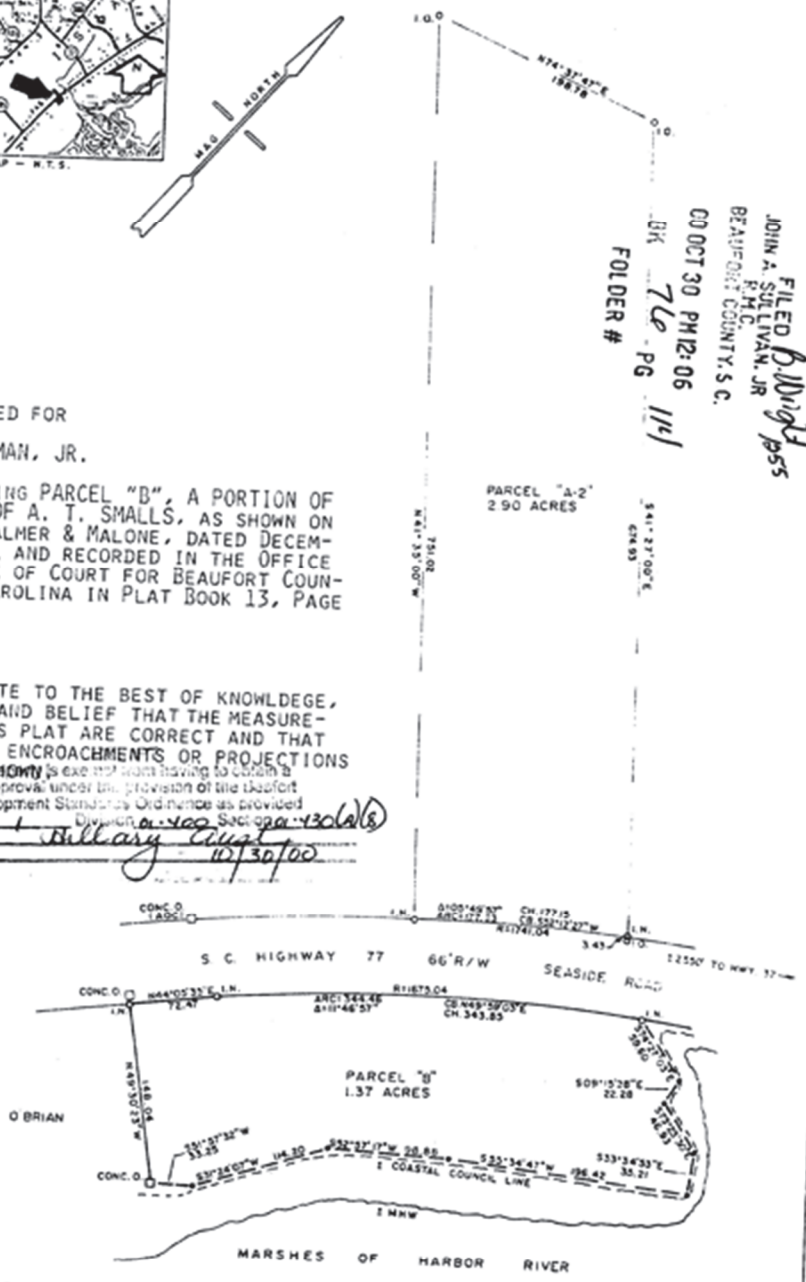
PLAT PREPARED FOR

HAROLD FREEMAN, JR.

THE SAME BEING PARCEL "B", A PORTION OF THE ESTATE OF A. T. SMALLS, AS SHOWN ON A PLAT BY PALMER & MALONE, DATED DECEMBER 19, 1961 AND RECORDED IN THE OFFICE OF THE CLERK OF COURT FOR BEAUFORT COUNTY, SOUTH CAROLINA IN PLAT BOOK 13, PAGE 40.

I HEREBY STATE TO THE BEST OF KNOWLDEGE, INFORMATION AND BELIEF THAT THE MEASUREMENTS ON THIS PLAT ARE CORRECT AND THAT THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

This survey is exempt from having to obtain a subdivision approval under the provision of the Beaufort County Development Standards Ordinance as provided for in Article 1 Division 6.400 Section 6.430(A)(8)
Certified by Hillary Cingt
Date 10/30/00



THIS PROPERTY IS LOCATED IN ZONE A10 (EL. 14.00), AS DETERMINED BY FEMA, FIRM COMMUNITY-PANEL NUMBER 450025 0130 D.

0 100 200 300

SCALE 1" = 100'

JULY 26, 1989

DAVID S. YOUMANS, R.L.S. 9765
R. D. TROGDON, JR., SURVEYOR, INC.
P. O. BOX 612, 1613 BAY STREET
BEAUFORT, SOUTH CAROLINA 29901
(803) 524-3261

7396 (89-40)

Open Land Trust
Conservation Easement Term Sheet

Ownership Information:

Property Name:	Inabinett
Landowner Name/Grantor:	Luke Inabinett
Property Address:	1034 Seaside Road, St Helena Island SC 29920
County:	Beaufort
PIN #:	R300 023 000 128C 0000, 128B, 128D
Acreage:	9.36
Deed Info (date, Bk & Pg):	
Survey Info (date, Bk & Pg):	

Controlling Law:
Internal Revenue Code of 1986, §170(h) (as amended) and the Treasury Regulations thereunder.
South Carolina Code Ann. (1976), as amended) §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991)

Conservation Purposes Under Federal Law:

1. The preservation of land areas for outdoor recreation by, or the education of, the general public,
2. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,
3. The preservation of open space (including farm- land and forest land) where such preservation is—
    a. For the scenic enjoyment of the general public, or
    b. Pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, or
    c. The preservation of a historically important land area or a certified historic structure.

Conservation Purposes Under State Law:

1. Retaining or protecting natural, scenic, or open-space aspects of real property;
2. Ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use
3. Protecting natural resources;
4. Maintaining or enhancing air or water quality.

DRAFT

Restrictions and Limitations:

Subdivision:	*The property exists as three parcels right now. There would be no further subdivision.* *Base zoning nuance for your information: Using small lot subdivision standards found here:* *https://library.municode.com/sc/beaufort_county/codes/community_development_code?nodeId=ART2MUTSILOCOSCDE_DIV2.7DEWIRUAR_2.7.30RUSMLOSU* *The property could be subdivided at many as 5 times at 9 acres total, or if individually sold, each parcel (appx 3 acres) could be subdivided further.*
Impervious Surface Limitation:	*impervious surface square footage is ½-1% of total parcel size.*
Residential Structures:	*3 total for permanent residency*
Building Height:	*Typically in line with neighborhood vernacular, 35-40 feet.*
Docks:	*No new docks permitted, one exists.*
Boardwalks:	*Subject to all OCRM/ACOE standards.*
Towers:	*No 100+ towers. Wildlife observation towers permitted*
Road/Marsh Buffers:	*200 from public roads, gates and mailboxes can occur within the buffer but no structures. 100 from marsh and rive, existing homes grandfathered unless rebuilt.*
Industrial Uses:	*All industrial uses, activities, structures, or rights of passage are prohibited.*
Commercial Uses:	*All commercial uses, activities, structures, or right of passage are prohibited. For the purposes of many easements, Agricultural Activities, Forest Management Practices and the leasing of hunting, trapping and fishing rights shall not be considered Commercial Uses.*
Services:	*Construction of water wells, septic systems, and utility services is limited to serve allowed uses and subject to all restrictions and limitations and all applicable governmental laws and regulations.*
Roads:	*Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road constructed or covered with Impervious Surface except as otherwise necessary.* *Existing roads will be recorded in the easement baseline, and typical easements require no new roads be built if existing roads can meet the needs of the property.*
Landscaping:	*Landscaping is permitted around the residential structures and natural/native vegetation is encouraged. Otherwise, we encourage the property to exist in a working manner (forestry, agriculture, native grasses) rather than a prescriptive landscape.*
Signs:	*Limited to 8 square feet in size. No outside signage like new billboards, existing billboard leases may be grandfathered but the easement will provide language for their removal.*

DRAFT

Archeological and Paleontological Excavations:	*Typical language is as follows: "Notice required for archeological or paleontological excavation. Sites shall be returned to, or as close as possible to, its previous state, unless to be maintained for interpretive purposes related to education." This is a common form of research and/or public access on protected properties.*
Forestry Uses:	*Permitted and must follow best practices, to include replanting, rotations, etc. Burn notice required to several parties and must follow SC Forestry Commission.*
Agricultural Uses:	*Permitted and general follows best management practices.*
Ponds:	*None permitted*
Impoundments:	*None permitted*
Mining:	*Surface mining prohibited.* U.S.C. 170(h)(5),
Topography and Hydrology:	*No adverse material alteration of the topography or hydrology, unless otherwise provided for in the Easement (e.g. if a new pond was created).*
Significant Tree Protection:	*Live oaks, cypress and magnolia trees with DBH of 12 inches or greater protected*

DRAFT


Photo Apr 22 2024, 3 20 20 PM


Photo Apr 22 2024, 3 20 23 PM


Photo Apr 22 2024, 3 20 26 PM


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Photo Apr 22 2024, 3 48 06 PM


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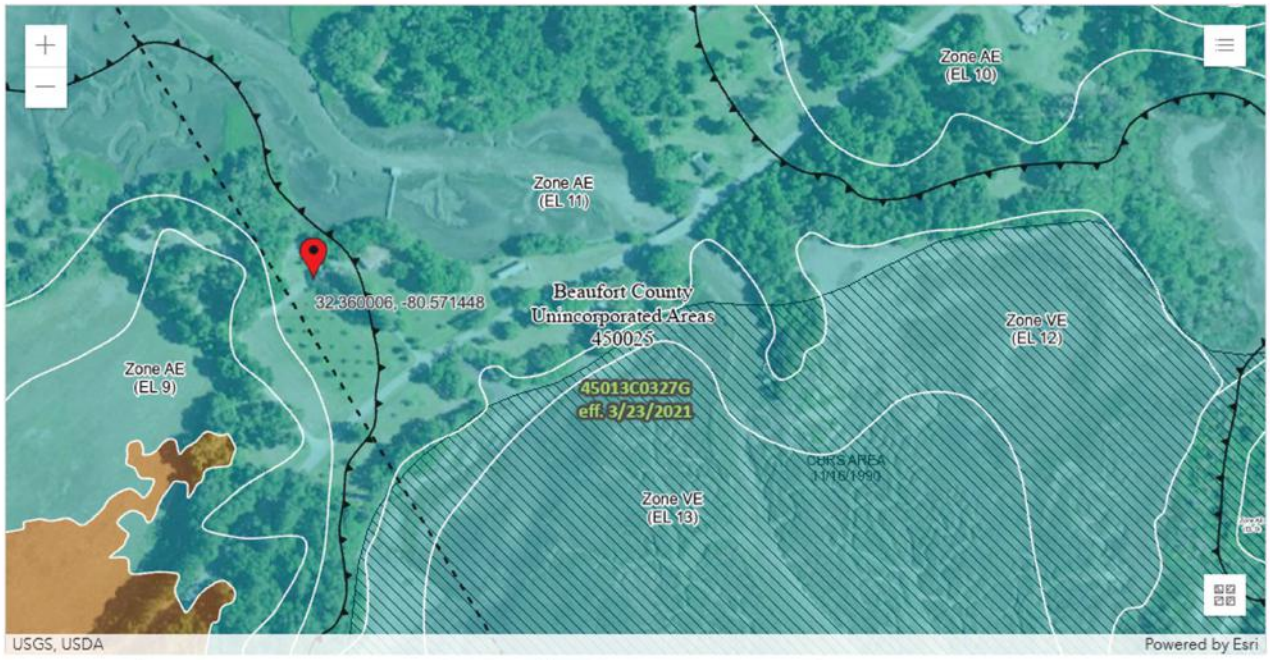
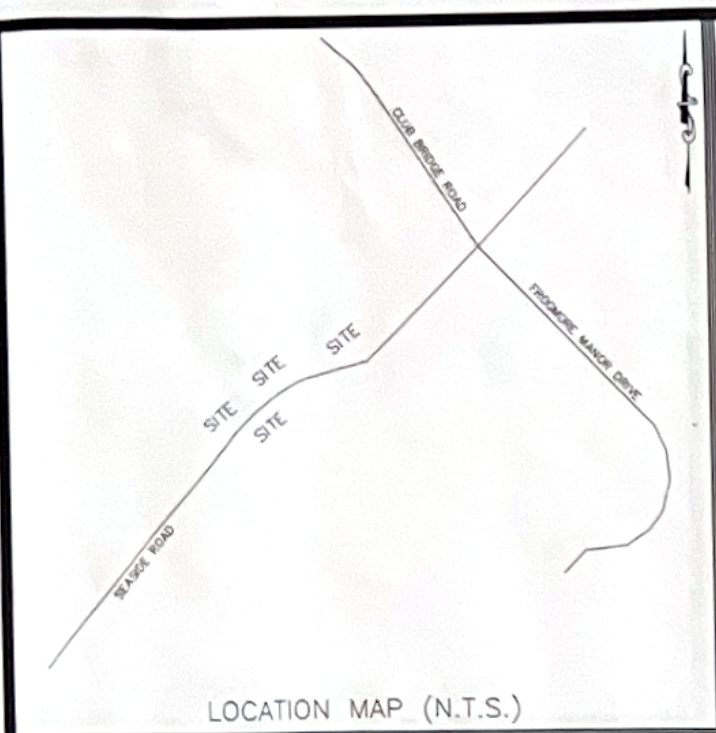

Zone AE
(EL 10)
Zone AE
(EL 11)
32.360006, -80.571448
Beaufort County
Unincorporated Areas
450025
45013C0327G
eff. 3/23/2021
Zone AE
(EL 9)
Zone VE
(EL 12)
CBRS AREA
11/16/1990
Zone VE
(EL 13)
USGS, USDA
Powered by Esri
PIN
Approximate location based on user input and does not represent an authoritative property location
MAP PANELS
Selected FloodMap Boundary
Digital Data Available
No Digital Data Available
Unmapped
OTHER AREAS
NO SCREEN
Area of Minimal Flood Hazard Zone X
Effective LOMRs
Area of Undetermined Flood Hazard Zone D
Otherwise Protected Area
Coastal Barrier Resource System Area
SPECIAL FLOOD HAZARD AREAS
Without Base Flood Elevation (BFE) Zone A, V, A99
With BFE or Depth
Regulatory Floodway Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD
0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
Future Conditions 1% Annual Chance Flood Hazard Zone X
Area with Reduced Flood Risk due to Levee. See Notes. Zone X
Area with Flood Risk due to Levee Zone D
OTHER FEATURES
20.2
17.5
Cross Sections with 1% Annual Chance
Water Surface Elevation
Coastal Transect
Base Flood Elevation Line (BFE)
Limit of Study
Jurisdiction Boundary
Coastal Transect Baseline
Profile Baseline
Hydrographic Feature
GENERAL STRUCTURES
Channel, Culvert, or Storm Sewer
Levee, Dike, or Floodwall



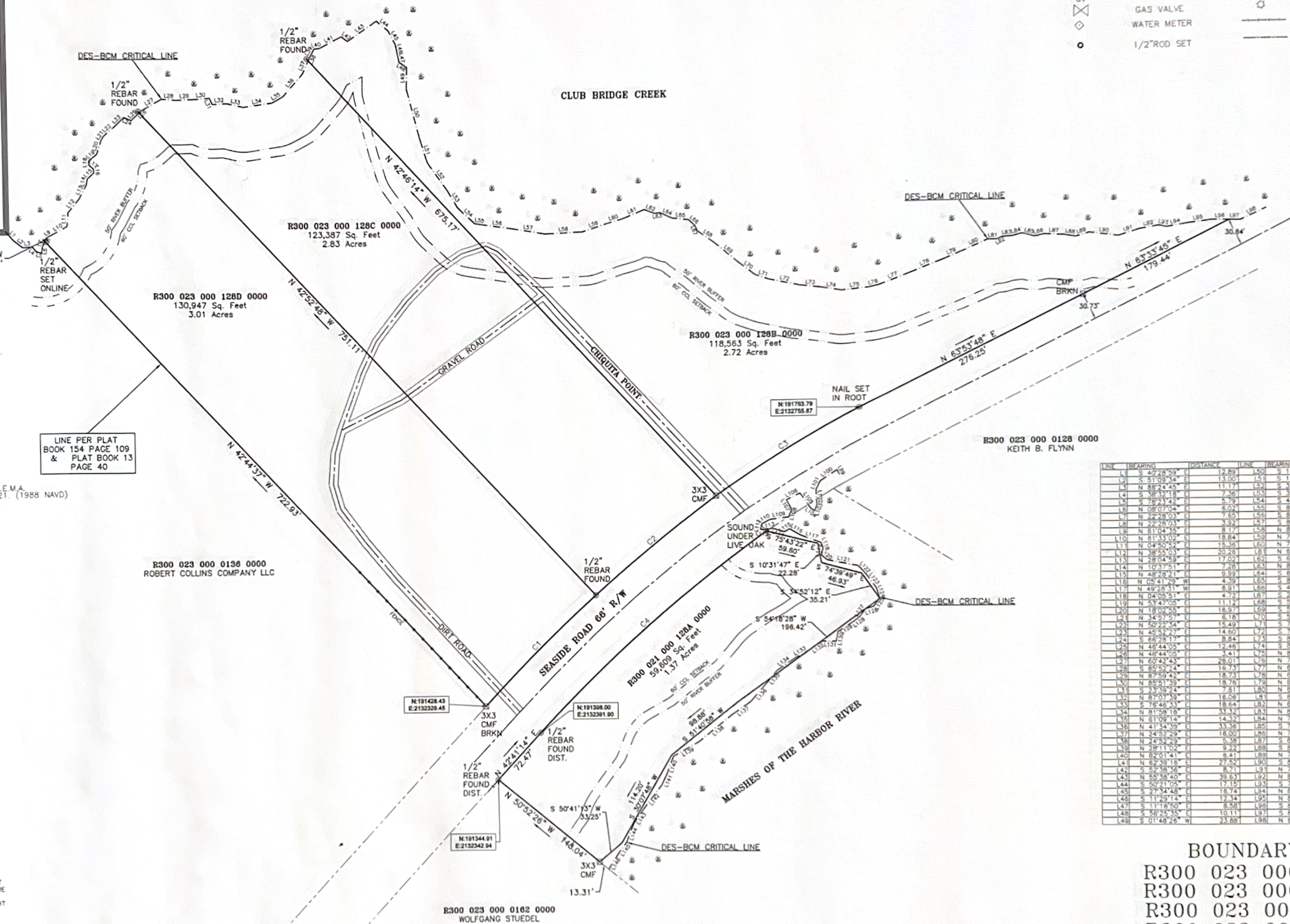
LOCATION MAP (N.T.S.)

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	178.25	1741.04	5°51'58"	N 45°14'45" E	178.17
C2	177.51	1741.04	5°50'30"	N 50°55'50" E	177.43
C3	189.66	1318.66	8°14'27"	N 58°49'39" E	189.50
C4	344.71	1675.04	11°47'28"	N 48°44'01" E	344.10

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
MVM MAIN VALVE MONUMENT
MH MANHOLE
GW GUY WIRE
CB CABLE BOX
OVERHEAD POWERLINE
EDGE OF PAVEMENT
BACK OF CURB
LIGHTPOLE
WOOD FENCE
CENTER LINE

CONUS 1983
S.C. STATE PLANE



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	S 40°28'59" E	12.89'	L50	S 14°14'01" E	57.10'	L99	N 25°40'35" W	5.66'
L2	S 51°09'34" E	13.00'	L51	S 17°10'55" E	28.41'	L100	S 56°58'43" W	22.89'
L3	N 88°24'45" E	11.17'	L52	S 35°37'32" E	38.78'	L101	S 26°30'21" W	10.87'
L4	S 38°32'18" E	7.36'	L53	S 30°13'22" E	21.69'	L102	S 03°28'01" E	17.38'
L5	S 78°23'42" E	5.79'	L54	S 46°53'14" E	28.07'	L103	S 21°47'40" W	7.52'
L6	N 08°07'04" E	6.02'	L55	S 80°59'06" E	10.41'	L104	N 50°18'54" W	6.04'
L7	N 22°28'03" E	7.65'	L56	S 81°47'01" E	30.18'	L105	N 33°52'06" W	20.35'
L8	N 22°28'03" E	3.92'	L57	S 80°08'45" E	40.25'	L106	S 63°27'46" W	16.99'
L9	N 61°04'35" E	8.17'	L58	N 87°31'29" E	42.14'	L107	S 28°16'13" E	11.89'
L10	N 81°33'02" E	18.84'	L59	N 71°55'14" E	30.01'	L108	S 18°43'12" W	9.46'
L11	N 04°50'52" E	15.36'	L60	N 74°40'29" E	17.52'	L109	S 83°24'53" W	21.71'
L12	N 38°55'03" E	20.26'	L61	N 68°16'05" E	27.16'	L110	S 60°51'39" W	10.65'
L13	N 28°04'59" E	17.02'	L62	S 67°09'50" E	11.94'	L111	S 12°24'08" W	6.26'
L14	N 10°37'51" E	7.28'	L63	N 83°58'06" E	6.99'	L112	S 86°15'34" E	5.57'
L15	N 48°28'21" E	9.99'	L64	S 64°49'20" E	14.62'	L113	N 79°08'51" E	8.16'
L16	N 05°41'29" W	4.39'	L65	S 83°39'19" E	18.75'	L114	S 77°13'34" E	14.17'
L17	N 49°28'31" W	6.91'	L66	S 47°36'56" E	10.06'	L115	N 59°05'10" E	6.79'
L18	N 04°05'51" E	4.72'	L67	S 21°10'00" E	5.93'	L116	S 58°33'01" E	13.61'
L19	N 53°47'05" E	11.12'	L68	S 54°19'12" E	24.38'	L117	S 69°13'59" E	25.25'
L20	N 18°02'55" E	16.97'	L69	S 50°04'11" E	33.60'	L118	S 18°46'27" E	8.51'
L21	N 34°57'57" E	6.18'	L70	S 53°20'23" E	24.77'	L119	S 14°39'50" W	7.96'
L22	N 50°22'34" E	15.49'	L71	S 71°24'13" E	15.60'	L120	S 49°20'52" E	8.87'
L23	N 45°52'27" E	14.60'	L72	S 77°24'10" E	35.95'	L121	S 79°00'07" E	35.52'
L24	S 66°28'17" E	8.84'	L73	S 83°26'15" E	22.67'	L122	S 42°17'17" E	13.50'
L25	N 46°44'05" E	12.46'	L74	S 80°55'21" E	24.58'	L123	S 36°00'14" E	18.92'
L26	N 46°44'05" E	3.41'	L75	N 84°18'17" E	30.79'	L124	S 16°07'13" E	11.73'
L27	N 60°42'43" E	28.01'	L76	N 77°31'31" E	12.11'	L125	S 32°26'29" W	11.79'
L28	S 85°52'24" E	16.73'	L77	N 69°24'11" E	34.83'	L126	S 73°30'37" W	10.07'
L29	N 87°59'42" E	18.73'	L78	N 69°03'57" E	40.67'	L127	S 34°36'23" W	10.72'
L30	N 85°51'39" E	18.76'	L79	N 67°21'27" E	23.39'	L128	S 53°35'05" W	10.80'
L31	S 23°39'24" E	7.81'	L80	N 86°19'10" E	31.10'	L129	S 57°12'15" W	18.89'
L32	N 87°07'39" E	16.06'	L81	S 88°51'55" E	9.85'	L130	S 11°56'19" W	10.99'
L33	S 76°46'33" E	18.64'	L82	N 63°30'55" E	6.05'	L131	N 89°09'24" W	15.62'
L34	N 81°58'18" E	33.32'	L83	N 86°32'13" E	12.24'	L132	S 55°46'13" W	18.37'
L35	N 61°09'14" E	14.32'	L84	N 75°01'41" E	10.91'	L133	S 61°03'10" W	18.16'
L36	N 41°34'39" E	33.36'	L85	S 74°02'02" E	14.25'	L134	S 55°51'11" W	24.70'
L37	N 24°52'29" E	16.00'	L86	N 78°07'28" E	10.58'	L135	S 39°47'55" W	17.55'
L38	N 24°52'29" E	5.39'	L87	S 86°25'50" E	21.58'	L136	S 40°51'46" W	28.13'
L39	N 28°11'02" E	9.22'	L88	S 80°24'49" E	13.37'	L137	S 54°52'36" W	27.08'
L40	N 82°01'41" E	6.41'	L89	N 74°11'17" E	15.45'	L138	S 51°00'39" W	47.04'
L41	N 62°39'16" E	27.52'	L90	S 83°07'05" E	32.91'	L139	S 60°43'17" W	34.10'
L42	S 52°38'36" E	8.71'	L91	N 72°53'04" E	24.30'	L140	S 21°10'20" W	23.00'
L43	N 55°38'40" E	39.63'	L92	N 80°46'19" E	21.62'	L141	S 26°02'45" W	12.02'
L44	S 50°21'05" E	17.15'	L93	S 76°55'50" E	8.49'	L142	S 37°25'11" W	34.24'
L45	S 27°34'48" E	18.74'	L94	N 81°09'21" E	21.24'	L143	S 35°11'48" W	20.59'
L46	S 11°29'14" E	12.34'	L95	N 83°04'32" E	27.96'	L144	S 21°07'53" W	22.38'
L47	S 11°18'50" E	8.58'	L96	S 89°05'42" E	19.60'	L145	S 37°19'30" W	15.05'
L48	S 56°25'35" E	10.11'	L97	S 89°05'42" E	12.81'	L146	S 32°42'45" W	21.15'
L49	S 01°48'26" W	23.88'	L98	N 65°29'38" E	31.02'			

NOTES:

1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
2.) THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
5.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
6.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
7.) 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.
8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
9.) SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.
10.) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONES "AE" EL. 11', "AE" EL. 10', "AE" EL. 9', & "VE" EL. 12' AS DETERMINED BY F.E.M.A. FIRM COMMPANEL NUMBER 45013C0327G DATED MARCH 23, 2021. (1988 NAVD)
11.) CONTOUR INTERVAL IS 1'.
12.) VERTICAL DATUM IS 1988 NAVD.

REFERENCES:

1.) T.M.S. R300 023 000 128A 0000
T.M.S. R300 023 000 128B 0000
T.M.S. R300 023 000 128C 0000
T.M.S. R300 023 000 128D 0000

2.) PLAT BY PALMER & MALONE, INC. CIVIL ENGINEERS
DATED MARCH 2, 1960
PLAT BOOK 13 PAGE 40
RMC BEAUFORT COUNTY

3.) PLAT BY DAVID S. YOUMANS
DATED JULY 13, 2010
PLAT BOOK 131 PAGE 126
RMC BEAUFORT COUNTY

4.) PLAT BY DAVID S. YOUMANS
DATED JULY 26, 1989
PLAT BOOK 76 PAGE 114
RMC BEAUFORT COUNTY

5.) PLAT BY COASTAL SURVEYING CO., INC.
DATED MARCH 17, 2020
PLAT BOOK 153 PAGE 158
RMC BEAUFORT COUNTY

DES-BCM CRITICAL LINE

THE AREA SHOWN ON THIS PLAT IS A REPRESENTATION OF DEPARTMENT 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 THE DEPARTMENT, THE DEPARTMENT 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.

SIGNATURE 10.3.24 DATE

THE CERTIFIED LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO CAUTIONARY LANGUAGE ABOVE.

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 B 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.

10-2-24
David E. Gasque, R.L.S.
S.C. Registration Number 10506

GASQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
Surveyor@ISLC.net
(843) 522-1798

SOUTH CAROLINA GASQUE & ASSOCIATES, INC. No. C00192 CERTIFICATE OF AUTHORIZATION

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

60 30 0 60 120 180
SCALE IN FEET

BOUNDARY SURVEY
R300 023 000 0128A 0000
R300 023 000 0128B 0000
R300 023 000 0128C 0000
R300 023 000 0128D 0000
PREPARED FOR
BEAUFORT COUNTY OPEN LAND TRUST
SAINT HELENA
BEAUFORT COUNTY-----SOUTH CAROLINA

DATE 8/16/2024 SCALE 1"=60'
JOB#60290

Project Analysis: Seaside Road PDR

PROPOSAL FOR: Due Diligence PDR

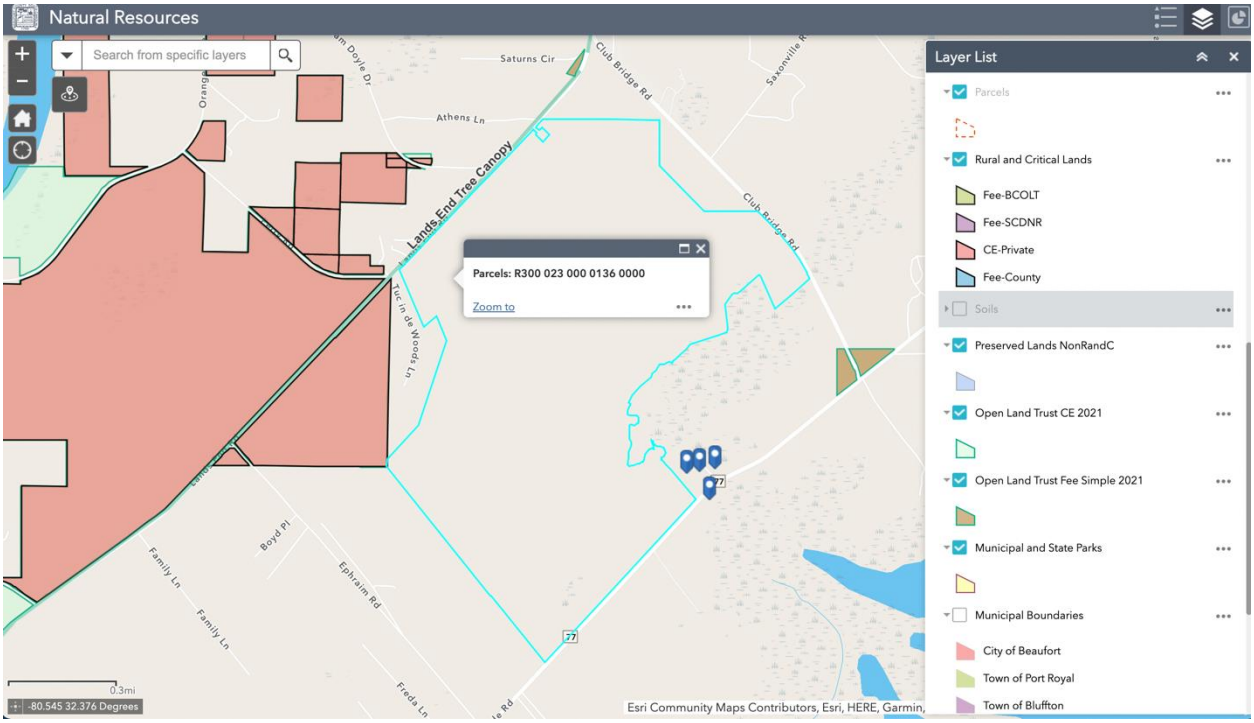
- PROPERTY ID: TMS# R300 023 000 128B 0000, R300 023 000 128C 0000, R300 023 000 128D 0000 and
- OWNER: Luke Inabinett
- ACREAGE: 9.36 acres total
- PARTNERS: OLT holds easement
- TOTAL PRICE: $374,000
- PRICE Negotiated/Acre: $36,000/a
- RCLPP FUNDS: $374,000
- APPRAISED VALUE: $374,000
- ZONING: T2-Rural CPO
- COUNCIL DISTRICT: 3 (Glover)
- LOCATION: 1047 Seaside Road, St Helena

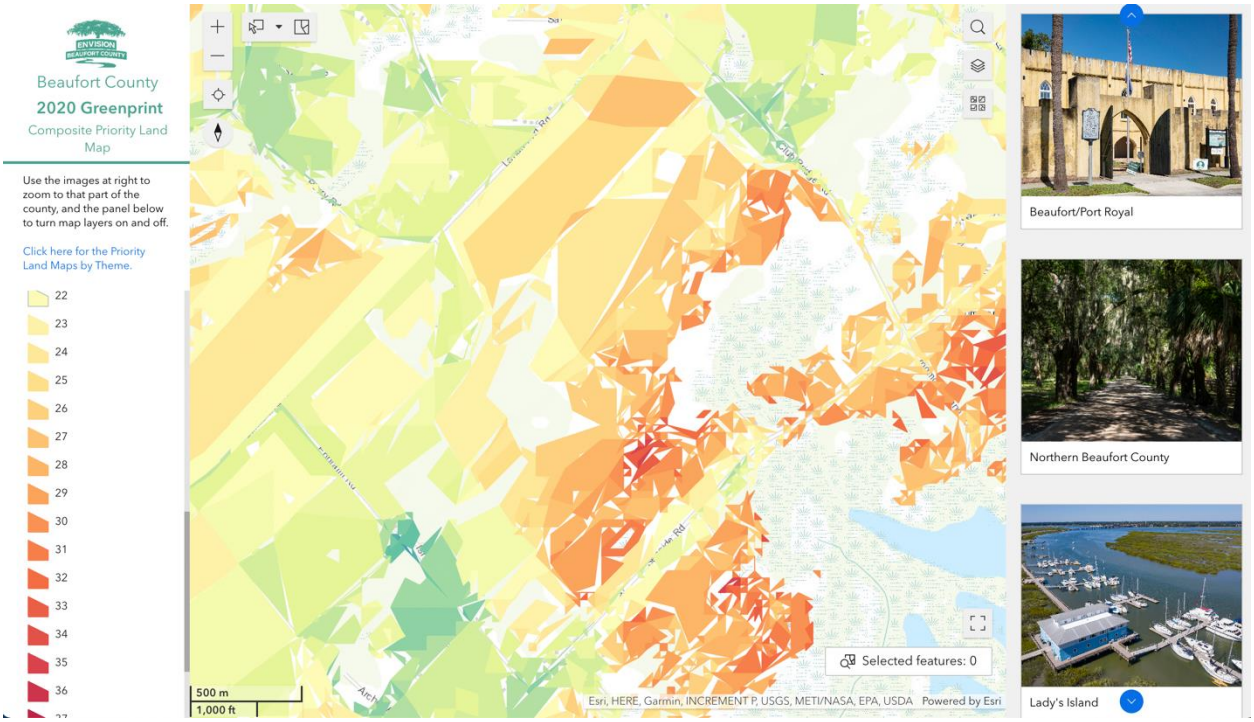
Project Location and Attributes:

- Property is located off Seaside road, **adjacent to 660 acres formerly known as "Henry Farms"**
- Current pecan grove
- High resilience benefit at corner of Club Bridge and Seaside Road in marsh migration corridor
- Under small lot subdivision standards for St Helena, the property could be subdivided at many as 5 times at 9 acres total, or if individually sold, each parcel (appx 3 acres) could be subdivided further

Easement attributes:

- CE on 9.36 acres, one house and one dock exists.
- Two more houses could be built, impervious surface cannot exceed 8,000 in aggregate
- KPS score: 5.22; AHF score 5.03


Natural Resources
Search from specific layers
Layer List
Parcels
Rural and Critical Lands
Fee-BCOLT
Fee-SCDNR
CE-Private
Fee-County
Soils
Preserved Lands NonRandC
Open Land Trust CE 2021
Open Land Trust Fee Simple 2021
Municipal and State Parks
Municipal Boundaries
City of Beaufort
Town of Port Royal
Town of Bluffton
Parcels: R300 023 000 0136 0000
Zoom to
Lands End Tree Canopy
Saturns Cir
Athens Ln
Club Bridge Rd
Boyd Pl
Ephraim Rd
Family Ln
Esri Community Maps Contributors, Esri, HERE, Garmin,
0.3mi
-80.545 32.376 Degrees


Beaufort County
2020 Greenprint
Composite Priority Land Map
Use the images at right to zoom to that part of the county, and the panel below to turn map layers on and off.
Click here for the Priority Land Maps by Theme.
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
Selected features: 0
500 m
1,000 ft
Esri, HERE, Garmin, INCREMENT P, USGS, METI/NASA, EPA, USDA
Powered by Esri
Beaufort/Port Royal
Northern Beaufort County
Lady's Island

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R600-029-000-0054-0000 AND ALSO KNOWN AS DAVIS ROAD FEE

MEETING NAME AND DATE:

Community Services and Land Use Committee January 13, 2025

PRESENTER INFORMATION:

Amanda Flake, Natural Resources Planner

ITEM BACKGROUND:

Rural and Critical Land Preservation Board recommended to pursue due diligence on 8/11/22, NRC voted to approval due diligence on September 6, 2022. Lengthy negotiations ensued. With staff recommendation, RCLP recommended to purchase at 10% above appraised value on 11/14/24

PROJECT / ITEM NARRATIVE:

Davis Road Fee property consists of 40.7 acres, located between the RCLP New Leaf and RCLP Okatie Preserve properties in Bluffton in the headwaters acre of the Okatie River. The property has access from Davis Road off Highway 170 and currently includes majority uplands and a large borrow pit (formerly mined). In 2019, it was pursued for purchase by the RCLP program and appraised for $1,200,000 but sold to an outside buyer just prior to county approvals to purchase. Again in 2022, it was pursued for purchase by RCLP program and appraised for $770,000. Staff recommended the RCLP board consider offering 10% above appraised value due to contiguity to other parcels and previous appraisals.

FISCAL IMPACT:

$858,000 fees Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 4500)

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommended approval.

OPTIONS FOR COUNCIL MOTION:

Motion to approve purchase of Davis Road Fee

Motion to modify purchase of Davis Road Fee

Motion to reject purchase of for Davis Road Fee

ORDINANCE 2025/_____

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS# R600 029 000 0054 0000 AND ALSO KNOWN AS DAVIS ROAD FEE.

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the fee simple interest on property currently identified as TMS# R600 029 000 0054 0000 of +/- 40.7 acres and also known as Davis Road Fee; collectively hereinafter "Davis Road" and

WHEREAS, the purchase of fee simple interest of Davis Road has been demonstrated to meet the Critical Lands Criteria of the Rural and Critical Lands Program ("RCLP"); and

WHEREAS, the Property is within unincorporated Beaufort County and is located between two Rural and Critical Land Preservation Program properties, Evergreen and Okatie Regional Preserve, and is within the headwaters of the Okatie River,

WHEREAS, the proposal to purchase Davis Road is for a fee simple acquisition with a purchase price up to $858,000 plus closing costs; and

WHEREAS, the proposed purchase of Davis Road was presented to the Rural and Critical Land Preservation Board (RCLPB) at the November 14, 2024 meeting and the RCLPB unanimously recommended approval of the purchase; and

WHEREAS, the proposed purchase of Davis Road was presented to the Community Services and Land Use Committee on January 13, 2025 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 fee simple acquisition and purchase of Davis Road;

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding up to $858,000 plus closing costs for the purchase of real property identified as TMS# R600 029 000 0054 0000 and also known as Davis Road.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

_____
Sarah W. Brock, Clerk to Council

SOUTHEASTERN REGULATORY COMPLIANCE

Phase I Environmental Site Assessment



Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910

Beaufort County TMS #
R600 029 000 0054 0000

Submitted to and for the Use of:
Open Land Trust
PO Box 75
Beaufort, SC 29901

Submitted by:
SRC Environmental
108 Charping Lane
Anderson, SC 29621

Original Submittal Date: October 16, 2024

SOUTHEASTERN REGULATORY COMPLIANCE

October 16, 2024

Open Land Trust
Attn: Ms. Kate Schaefer
448 W. Cheves Street
Beaufort, SC 29901

Re: Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910

Ms. Schaefer:
Thank you for the opportunity to provide environmental services for you. It is our commitment to provide our clients with the most efficient, timely, and cost-effective approach to environmental issues.

As requested, SRC, Inc. has completed a current Phase I Environmental Site Assessment for the subject property that consists of one parcel totaling 40.07 GIS acres, and is located at Davis Road in Bluffton, SC. The current Phase I was designed to meet the standards and guidelines of the American Society for Testing and Materials (ASTM E1527-21), including All Appropriate Inquiry (AAI) while providing an environmental site assessment of the project site.

The enclosed Phase I ESA was prepared for the exclusive use of the Open Land Trust, and/or their Assigns, for use in the assessment and evaluation of the environmental condition of the subject property at the time the report was completed based on reasonably ascertainable information, and within the scope and limitations of the ASTM E1527-21 guidelines.

The current Phase I ESA, in conformance with the scope and limitations of ASTM guidelines, has revealed no evidence of existing or historical recognized environmental conditions (RECs) associated with the site, or adjacent sites. No further investigation is recommended.

SRC welcomes the opportunity to serve you. If you have any questions, or require any additional information, please feel free to contact me at 864-376-2864.

Sincerely,

Michael W. Whaley
President
Southeastern Regulatory Compliance, Inc.

Enclosures

SOUTHEASTERN REGULATORY COMPLIANCE

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SOUTHEASTERN REGULATORY COMPLIANCE

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Appendix A:	Figure 1: Location Map
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Appendix E:	Figure 5: Soils Map
Appendix F:	Site Photographs
Appendix G:	NETR Background Database Report
Appendix H:	Deed Information and Title Insurance (if available)
Appendix I:	Property Documents

1.0 EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) by Southeastern Regulatory Compliance, Inc. (SRC) is designed to identify existing historical, visual, or physical evidence of recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), controlled recognized environmental conditions (CRECs), or potential risks at the Bluffton Area Fee Park Purchase site located at Davis Road in Bluffton, SC. The subject property consists of one parcel totaling 40.07 GIS acres and is listed with Beaufort County TMS # R600 029 000 0054 0000.

The subject property is undeveloped. Two ponds were created during the time period beginning in the 2000s when the site was used as a sand mine by Cleland Site Prep, Inc. Wetlands cover approximately 33% of the subject property. Aerial photography dating back to 1951 and topographic maps back to 1920 sourced from www.historicaerials.com were reviewed and indicated the subject property was never developed.

Mr. Michael Whaley, Environmental Professional (EP) of SRC, conducted the on-site inspection on October 6, 2024. The inspection of the subject property and directly adjacent sites did not visually or physically identify sources of improper use, treatment, storage, generation, or disposal of hazardous substances that resulted in environmental contamination of the subject property. No sources of surface contamination were physically observed. There were no leaking drums or containers visually or physically observed which might contain hazardous substances. There were no strong or pungent odors associated with the subject property that would indicate the presence of additional hazardous substances.

Current and past use of the subject property did not indicate sources of environmental contamination that have had an adverse environmental impact on the subject property. No current or past uses of directly adjacent properties appear to have involved the use, treatment, storage, or disposal of hazardous materials that resulted in environmental contamination of the subject property. There were no limitations or significant data gaps encountered during this investigation that are considered to have hindered SRC's ability to evaluate or identify recognized environmental conditions associated with the subject property.

In the ESA, reviews of pertinent Federal and State records regarding the potential environmental concerns include but are not limited to: NPL Listings, RCRA CORRACTS and RCRA Permitted TSD Facility Listings, CERCLIS/NFRAP Listings, ERNS Listings, State Equivalent SPL Listings, Registered UST and LUST Facilities, State Waste Landfills, Incinerators, or Transfer Stations Listings, and RCRA Generators Listings. The Federal and State environmental databases did not indicate the presence of current facilities or sites located within a 1-mile radius of the subject property.

2.0 INTRODUCTION

2.1 Purpose

Ms. Kate Schaefer, of the Open Land Trust, requested that SRC conduct this ESA for the subject property. This ESA was conducted to determine the potential for environmental impact to the subject property and is intended to fulfill the due diligence clause of the "innocent landowner defense" and "bona fide prospective buyer" clause of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

2.2 Detailed Scope-of-Services

This ESA was conducted in general accordance with the guidelines set forth in the American Society for Testing and Materials (ASTM) Standard E1527-21, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process," and consisted of the tasks listed below.

- Inspections of the subject property and surrounding properties
- Examination of historical documents
- Interviews with individuals and public officials familiar with the site's history
- Examination of State and Federal regulatory agency records

The purpose of the assessment was to identify Recognized Environmental Conditions (RECs) connected to the subject property.

• A REC is defined as the presence of hazardous substances or petroleum products in, on or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on or at the subject property under conditions that pose a material threat of a future release to the environment.

• An Historical REC (HREC) is defined as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities, without subjecting the property to any controls (for example activity and use limitations, or other property use limitations).

• A controlled REC (CREC) is a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).

• De minimis conditions are conditions a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

• A business environmental risk (BER) is the presence of a condition which can have a material environmental impact that is not the result of those environmental issues required to be investigated in ASTM E1527-21 practice. BERs often involve non-scope considerations such as: asbestos, lead paint, lead in drinking water, radon, wetlands, ecological resources, endangered species, cultural and historic resources, regulatory compliance, industrial hygiene, health and safety, indoor air quality, biological agents, and mold.

• De minimis conditions and BERs are not considered RECs and were not addressed during this ESA and were beyond the defined scope of work.

ASTM standards attempt to facilitate high quality, standardized environmental site assessments; ensure that the standard of appropriate inquiry is practical and reasonable; and clarify industry standards for appropriate inquiry. The ESA should provide: a Federal and State regulatory records review which may help to identify recognized environmental conditions; a site background description, which includes a history of previous uses of the property and adjoining properties which describes recognized environmental conditions; an on-site inspection which evaluates the environmental setting and existence of potential hazardous substances, petroleum products, storage tanks, PCBs, waste disposal; interviews; and findings and conclusions. In addition, SRC provides non-scope services including wetland review, lead-based paints, asbestos, and other contamination sources and conditions of concern in connection with the property only upon request.

2.3 Significant Assumptions

Conclusions regarding the potential environmental impact of nearby, off-site facilities on the subject property are based on readily available information from the environmental databases and geologic and hydrogeologic conditions reported for the subject property vicinity. As a basis for the conclusions regarding adjacent and nearby contaminated properties, we have assumed the surface-water flow and groundwater flow directions to be generally in the down-gradient direction of the surface topography, which was determined from our field observations, review of available topographic maps, and use of NETR. In respect to the migration of vapors resulting from volatile organic compounds released to the environment, we have assumed that vapor may migrate in any vertical or horizontal direction depending on geological and hydrogeological as well as man-made conditions in the area of the subject property. There were no significant data gaps that interfered with the Environmental Professional’s ability to properly perform the site assessment.

2.4 Limitations and Exceptions

The application of the ASTM guidelines is limited to certain environmental conditions that may exist on the property and are practically reviewable. This approach is site-specific in that it relates to the assessment of recognized environmental conditions on a specific parcel of commercial real estate. As such, this practice does not specifically address additional issues in the transaction such as business entities or assets that may involve environmental liabilities. No ESA can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a parcel. However, proper application is intended to reduce this uncertainty. Appropriate inquiry does not imply

exhaustive assessment of clean property as there is a point at which the cost of information obtained, or the time required to gather it outweighs the usefulness of the information.

Finally, the ESA is limited by the extent of physical obstructions including existing structures, ecological barriers, buildings, asphalt, and other paved sites, as well as availability of appropriate land use records. As such, there may be certain environmental conditions that could not be identified within the general scope of the Phase I Environmental Site Assessment. The current ESA should be considered comprehensive and reliable in its scope within the limitations described above and is valid for a period of 180 days from the date of the report, or a 1-year time period if five specific components (interviews, searches for recorded environmental cleanup liens, review of government records, site reconnaissance of the subject property, and the Environmental Professional (EP) Declaration) are updated. The 180 day or 1-year time period begins with the date upon which the first of these components was completed.

2.5 Special Terms and Conditions

The specific terms and conditions referenced in this report are consistent with the general reference, use and definitions provided in the ASTM E1527-21 Standard Practice.

2.6 User Reliance

Based on the ASTM guidelines, an environmental professional is not required to verify independently the information provided but may rely on information provided unless he or she has actual knowledge that certain information is incorrect, or unless it is obvious that certain information is incorrect based on other information obtained in the Phase I Environmental Site Assessment, or actually known to the environmental professional.

The current Phase I Environmental Site Assessment was prepared under the guidelines provided by ASTM. The results of the records review, on-site inspection, and interviews are considered to be reliable within the general limitations described by ASTM guidelines. The records review, on-site inspection, and interviews were conducted in concert with each other and support the findings and conclusions. Since there is no knowledge or reason to believe that any of the information is incorrect, SRC has concluded that the current ESA is reliable within the general limitations described in ASTM guidelines and is valid for a period of 180 days from the date of the report.

This report entitled “Phase I Environmental Site Assessment,” has been prepared at the request of Ms. Kate Schaefer and for the exclusive use of:

Open Land Trust
448 W. Cheves Street
Beaufort, SC 29901

- and/or their assigns -

Reliance cannot be transferred without the permission of the above, and only if the other party agrees to the same limitations.

3.0 TRACT DESCRIPTION

3.1 Location and Legal Description

The subject property consists of one parcel totaling 40.07 GIS acres and is listed with Beaufort County TMS # R600 029 000 0054 0000. It is located at Davis Road in Bluffton, SC.

The location of this subject property is shown in Figure 1, which contains screenshots from LandID. Figure 2 contains excerpts from the 1972, and 2020 United States Geologic Survey (USGS) 7.5-minute quadrangle maps (Jasper, SC quadrangle) in Beaufort County, South Carolina.

3.2 Subject Property and Vicinity General Characteristics

The subject property and vicinity are that of a rural setting on the coast that is experiencing rapid growth in residential development.

3.3 Current Use of the Subject Property

The subject property is currently not used for any purposes.

3.4 Descriptions of Structures, Roads, Other Improvements on the Subject Property

There are no improvements on the subject property.

3.5 Current Uses of the Adjoining Properties

Direction	Usage
North	Undeveloped
East	Undeveloped, utility easement, and residential
South	Residential
West	Undeveloped

There are no recognized environmental conditions (RECs) associated with the adjacent sites.

4.0 USER PROVIDED INFORMATION

4.1 Title Records

Title information was collected from the Beaufort County Assessor's Office. The current owner is listed as:

Land Development of Georgia, LLC
1978 Hatch Parkway South
Baxley, GA 31513

4.2 Environmental Liens or Activity and Use Limitations

Legal or physical restrictions are often in place on contaminated properties. These restrictions, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil, soil vapor, groundwater, and/or surface water on an environmentally impacted property.

There were no legal or physical restrictions or limitations on the use of, or access to, the subject property identified during this ESA. Available county electronic and hardcopy real property files were searched for land use restrictions, environmental liens, or similar documents concerning the subject property. No such documents were identified during this assessment. The Superfund Lien database was searched during this assessment, and the subject property was not listed.

4.3 Specialized Knowledge

No known specialized knowledge has been transferred to the environmental professional. The purchase price being paid for this property reasonably reflects the fair market value.

4.4 Commonly Known or Reasonably Ascertainable Information

The user provided commonly known or reasonable ascertainable information that would assist SRC with identifying conditions indicative of RECs in connection with the property.

4.5 Valuation Reduction for Environmental Issues

No known valuation reduction has been transferred to the environmental professional due to historic environmental issues that may have been in place prior to the findings of this report.

4.6 Owner, Property Manager, and Occupant Information

The current ownership and property management group is Land Development of Georgia, LLC. There are no occupants.

4.7 Reason for Performing Phase I

The environmental professional performed the ESA on the subject property due to a commercial real estate transaction.

This ESA was conducted to make “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice” as defined by CERCLA §101(35), 42 U.S.C. §9601(35), for the bona fide prospective purchaser exception or the innocent landowner defense to CERCLA liability.

4.8 Other

No other information is applicable to this subject property or the environmental conditions therein.

5.0 RECORDS REVIEW

5.1 Standard Environmental Record Sources

Available Federal and State record sources of environmental concern on or near the subject property were reviewed to determine if there was evidence of recognized environmental conditions or risks that may have an adverse environmental impact on the subject property. The records reviewed included the files of the Groundwater, Wastewater, and Solid & Hazardous Waste Management offices of the South Carolina Department of Environmental Services (DES). In addition to site-specific files, the following DES documents, which are updated regularly and accessed by a subcontracted information service, National Environmental Title Research, LLC. (NETR), were reviewed for reference to the subject property and surrounding properties. Any site identified on the NETR list was cross-referenced with any available DES file. A copy of the radius search conducted by NETR is attached.

5.2 Additional Environmental Record Sources

No other environmental record sources were available at the time of this review.

5.3 Physical Setting Source(s)

A 7.5-minute USGS topographic map (Jasper, SC quadrangle) was referenced for the physical setting of the subject property in relation to its surroundings (Appendix A).

5.4 Historical Use Information on the Property

Historical use of the property, where available, was determined through review of USGS 7.5 Minute topographic maps, aerial photography, GIS Mapping websites, USDA Field Office, and Google Earth Pro. Zoning, land use records, deeds, surveys, and tax maps were resourced via the Beaufort County Government website.

Aerial photography dating back to 1951 and topographic maps back to 1920 sourced from www.historicaerials.com were reviewed and indicated the subject property was never developed. It was used as a sand mine and the excavations created two ponds.

5.5 Historical Use Information on Adjoining Properties

Historical use of the adjacent properties, where available, was determined through review of USGS 7.5 Minute topographic maps, aerial photography, GIS Mapping websites, USDA Field Office, and Google Earth Pro. Zoning, land use records, deeds, surveys, and tax maps were resourced via the Hampton County and Jasper County Government websites.

According to readily available information the adjoining properties were partially logged. Residential development to the south occurred in the 2000s. The utility easement to the east was constructed between 1984 and 1994. The EP does not consider this to represent a REC.

6.0 TRACT RECONNAISSANCE

6.1 Methodology and Limiting Conditions

The subject property and surrounding properties, shown in Appendix A, were inspected by the EP for evidence of potential sources of environmental impact to the groundwater and soil of the subject property by using a grid pattern and walking several transects to ensure complete coverage of the subject property. Drone reconnaissance was also used. Physical obstructions included the wetland areas, heavy brush, and water impoundments. There were no other limiting conditions such as weather.

6.2 General Subject Property Setting

The subject property is representative of the coastal zone and consists of forested land with large areas of wetlands. Residential development has increased in the recent years.

6.3 Exterior Observations

Exterior observations of the subject property and adjacent sites by the Environmental Professional (EP) did not visually or physically observe, or identify from the interviews or records review, any of the following:

- Pits, Ponds, or Lagoons on the property used in connection with waste disposal or waste treatment
- Wastewater
- Stained Soil or Pavement (other than de minimis)
- Stressed Vegetation
- Wells (groundwater monitoring wells)
- Septic Systems

The EP did observe:

- Solid Waste (including trash, demolition debris or construction debris)

A small amount of trash associated with fishing activities was observed, but did not consist of petroleum products or hazardous materials.

The EP does not consider either of those to represent a REC.

6.4 Interior Observations

NA

7.0 INTERVIEWS

7.1 Interview with Owner

The owner was not available at the time of the release of this report. If contact is made the report will be amended, as necessary.

7.2 Interview with Subject Property Manager

See 7.1.

7.3 Interviews with Occupants

NA

7.4 Interviews with Local Government Officials

The Beaufort office of the SCDES Bureau of Coastal Management was contacted. There was no specific knowledge pertaining to recognized environmental conditions associated with the subject property, or the adjoining properties. The EP does not consider this to represent a REC.

The Beaufort County Assessor's Office headed by Ms. Ebony Sanders was contacted. Guidance was provided on researching the property's value. There was no specific knowledge pertaining to recognized environmental conditions at the subject property. The EP does not consider this to represent a REC.

The Beaufort County Register of Deeds office was contacted. Assistance was provided in locating and downloading the deed for the property. There was no specific knowledge pertaining to recognized environmental conditions at the subject property. The EP does not consider this to represent a REC.

Ms. Nadine Mooers with the SCDES Mining and Reclamation was contacted. She provided information that the site had been closed out and the property was reclaimed. The bond was released.

7.5 Interviews with Others

No other interviews were conducted.

8.0 ADDITIONAL SERVICES/NON-SCOPE CONSIDERATIONS

No additional services, or non-scope considerations were provided. These include: asbestos, lead paint, lead in drinking water, radon, wetlands, ecological resources, endangered species, cultural and historic resources, regulatory compliance, industrial hygiene, health and safety, indoor air quality, biological agents, and mold.

9.0 FINDINGS

The subject property was listed in the South Carolina Environmental Facility Information System. The listing was due to the former use as a sand mine by Cleland Site Prep, Inc. No violations were linked to the site, and it has been officially reclaimed.

The EP does not consider this to represent a REC.

Note: all database searches were less than four months old according to information provided by NETR (see attached).

9.1 Federal RCRA Generators List

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

There were no RCRA Generators within the search radius.

The EP does not consider this to represent a REC.

9.2 US Toxic Release Inventory

The Toxics Release Inventory (TRI) is a publicly available EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. TRI reporters for all reporting years are provided in the file.

There were no TRI sites listed within the search radius.

The EP does not consider this to represent a REC.

9.3 Leaking Underground Storage Tanks (LUST)

The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the SC Department of Environmental Services (SCDES) Leaking UST list.

There were no LUST sites listed within the search radius.

The EP does not consider this to represent a REC.

9.4 Underground Storage Tank (UST)

The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the SC Department of Environmental Services (SCDES) list: Comprehensive Underground Storage Tanks (UST).

There were no UST sites listed within the search radius.

The EP does not consider this to represent a REC.

9.5 SC Drycleaner Facilities

Environmental contamination at a dry cleaner site can occur from spills and leaks of solvent. Drycleaners that are operating and have registered with the South Carolina Department of Revenue (SCDOR) are subject to inspection by the South Carolina Department of Environmental Services (SCDES). However, not all Drycleaners in operation have registered with the SCDOR, therefore this coverage is not a complete representation of the state's drycleaners..

There were no dry cleaner sites within the search radius.

The EP does not consider this to represent a REC.

10.0 OPINION

I offer the following opinion as to whether the all appropriate inquiry conducted in accordance with 40 CFR Part 312 and/or 33 CFR 137 has identified conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.

SRC has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of the subject property located at Davis Road in Bluffton, SC. There are no historical or current recognized environmental conditions associated with the subject property, or adjacent properties. It is the opinion of the EP that no further investigation is necessary.

11.0 DATA GAPS

I am identifying the following data gaps (as defined in 40 CFR Part 312.10) in the information developed as part of the all appropriate inquiry that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property. I am also including comments regarding the significance of said data gaps on my ability as an environmental professional to provide an opinion as to whether the all appropriate inquiry has identified conditions indicative of releases and threatened releases.

A significant data gap is defined by E1527–21 as a data gap that affects the ability of the environmental professional to identify a REC. There were no limitations or significant data gaps encountered during this investigation that are considered to have hindered the EP's ability to evaluate or identify recognized environmental conditions associated with the subject property.

12.0 CONCLUSIONS

Generally, a Phase I Environmental Site Assessment considers visual, physical, and historical evidence of environmental contamination on and adjacent to a subject property.

There are no indications of current or historical recognized environmental conditions on the subject property or adjacent sites. The EP does not consider this to represent a REC and does not recommend further investigation.

13.0 DEVIATIONS

No deviations were performed from the ASTM Designation E1527–21 "Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process". All available sources were referenced to obtain the necessary information outlined in ASTM E1527-21 to perform a qualified environmental opinion and conclusion.

14.0 REFERENCES

ASTM Designation E1527-21 “Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process”

15.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

This report, entitled “Phase I Environmental Site Assessment,” has been prepared in accordance with guidelines set forth in the American Society for Testing and Materials (ASTM) Standard E1527-21, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process”.

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312” and 12.13.2.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Southeastern Regulatory Compliance, Inc.



Michael W. Whaley, M.S.

October 16, 2024
Date

16.0 Qualifications (Resume) of Environmental Professional

MICHAEL WAYNE WHALEY, B.Sc., M.Sc.

108 Charping Lane
Anderson, SC 29621

(864) 376-2864
mikew@srcenvironmental.com

PROFILE

- Eighteen years progressively responsible experience in Environmental, Health and Safety program management with medium to large-scale organizations.
- Thorough knowledge of current environmental and safety legislation at the state and federal level, including RCRA, Title V Permitting, and the Clean Water Act.
- Proficient in assessing needs, managing multiple projects, and meeting deadlines.
- Proven successful in forming and leading effective safety teams to reduce accidents and injuries.
- Skilled instructor and facilitator; outstanding oral and written communication skills.
- Experienced in consulting and manufacturing settings (i.e., vinyl production and printing, metals fabrication, and a Tier 1 supplier to the automotive industry).

PROFESSIONAL EXPERIENCE

Program Management

- Composed and implemented Spill Prevention Control and Countermeasures Plan (SPCC), Stormwater Pollution Prevention Plan (SWPPP), OSHA Emergency Response Plan, and RCRA Contingency Plan.
- Developed and utilized monitoring plans to meet all requirements of Title V Air Permit, and National Pollutant Discharge Elimination System (NPDES) Permit.
- Conducted regular self-audits and managed insurance-based on-site audits to maintain compliance.
- Formed and led effective safety teams that reduced overall injuries by 20% and reduced recordable injury rates well below industry average.
- Managed Worker's Compensation claims for staff of 200 and reduced claims by 25% annually.
- Emergency Preparedness and Right to Know Coordinator for facilities with 200-735 full-time employees.

Research, Analysis and Evaluation

- Managed and conducted industrial hygiene and/or environmental testing and developed and implemented options for compliance.
- Modeled wastewater discharges into riverine systems to determine toxicity requirements and mixing zone size.
- Conducted Phase I Environmental Site Assessments for industrial and commercial clients.
- Performed Job Hazard Analyses and Hazard Assessments, articulating complex issues and formulating strategies for change.
- Managed all records associated with health and safety issues including OSHA 200, Worker's Compensation, and Accident/Near-miss tracking; analyzed and evaluated emerging trends.
- Analyzed water usage trends and reduced purchased water usage and wastewater generation by over 25%.

Written and Verbal Communication

- Provided expert advice and consultation to senior management and industry associates on a wide range of environmental, safety and compliance issues.
- Generated and submitted monthly, quarterly, and annual reports for air quality, wastewater, hazardous waste, infectious waste, Form R, Tier II, and stormwater according to local, state, and federal regulations for a Large Quantity Hazardous Waste Generator with RCRA Part B Permit.
- Trained employees in all areas of safety and environmental regulations with consistently positive feedback.
- Developed and presented information to Key Operating Indicator (KOI) Team about EHS issues relating to productivity and profit.
- Produced written compliance procedures and trained plant personnel according to OSHA Safety Programs, and US DOT, US EPA, and SC DES regulations.
- Published author.

EMPLOYMENT HISTORY

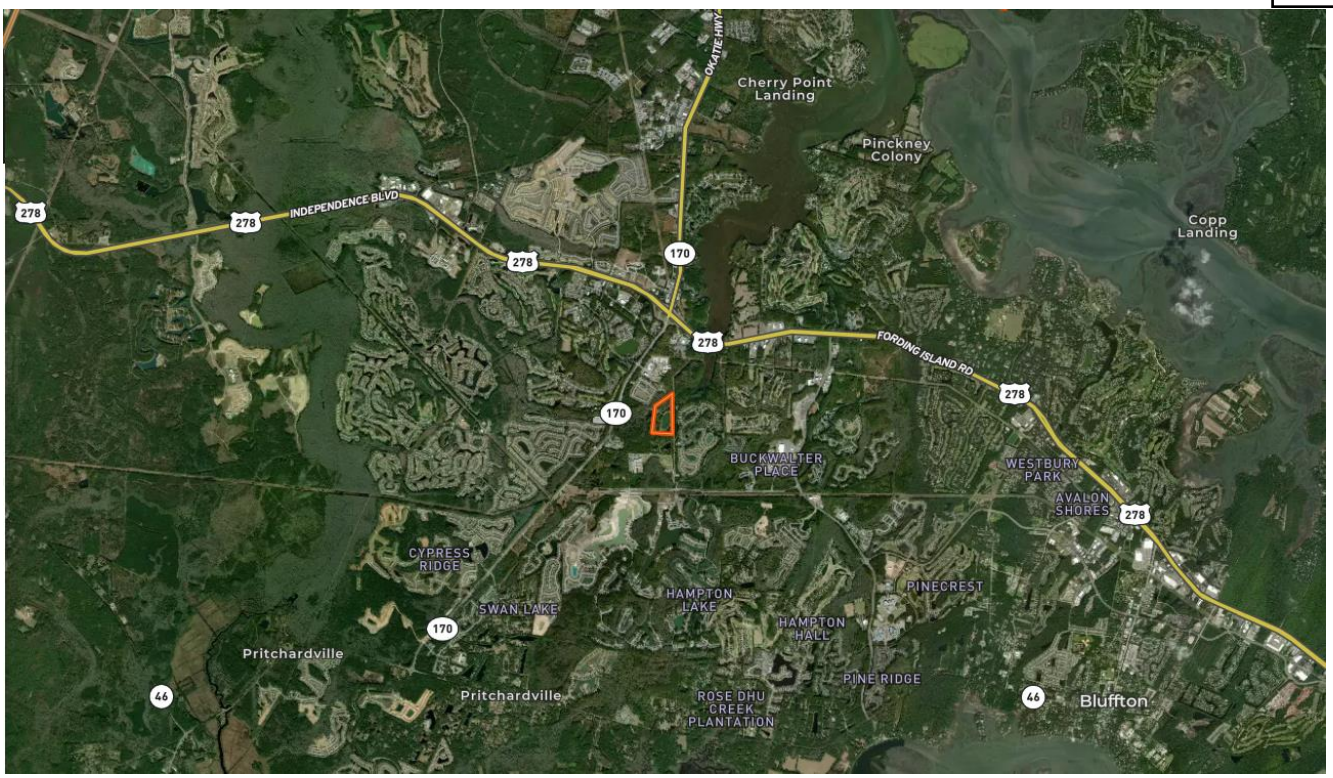
Owner Southeastern Regulatory Compliance, Anderson, SC	2002 - Current
Science Department Adjunct Professor Tri-County Technical College, Pendleton, SC	2015 - Current
Science Department Educator Anderson School District 4	2017 - Current
Science Department Educator Anderson School District 1	2015 - 2017
Science Department Educator Anderson School District V	2006 - 2015
EHS/Facilities & Security Supervisor AFCO, Anderson, SC	2005 - 2006
Environmental Specialist Michelin N.A., Anderson, SC	2003 - 2005
Safety and Environmental Manager AVX Corporation, Myrtle Beach, SC	2001 - 2003
Safety and Environmental Coordinator VyTech Industries, Inc., Anderson, SC	1998 - 2001
Safety and Environmental Engineer The Torrington Co., Union, SC	1994 - 1998
Project Scientist RMT, Inc., Greenville, SC	1992 - 1994
Research Specialist The Institute for Wildlife and Environmental Toxicology, Pendleton, SC	1991 - 1992

EDUCATION AND PROFESSIONAL DEVELOPMENT

M.Sc., Biological Sciences Clemson University, Clemson, SC	2014
M.Sc., Aquatic Toxicology (Fisheries and Wildlife) Clemson University, Clemson, SC	1991
B.Sc., Biology The Citadel, Charleston, SC	1987

- 24-hour OSHA 1910.120 Hazardous Waste Operators Health and Safety Emergency Response Training
- OSHA Programs Training including, but not limited to Ergonomics, Bloodborne Pathogens, CPR and First Responder, Lockout/Tagout, Emergency Response, and Fire Prevention and Control
- RCRA Hazardous Waste Management Training

APPENDIX A





Southeastern Regulatory Compliance, Inc.

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www.srcenvironmental.com
864.376.2864

FIGURE 1
Location Map
Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910

APPENDIX B





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FIGURE 2
Topographical Map 1:24,000 Scale
Jasper, SC Quadrangle – 1958 & 2020
Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910

APPENDIX C



1955 (NETR Historical Aerials)



1984 (NETR Historical Aerials)

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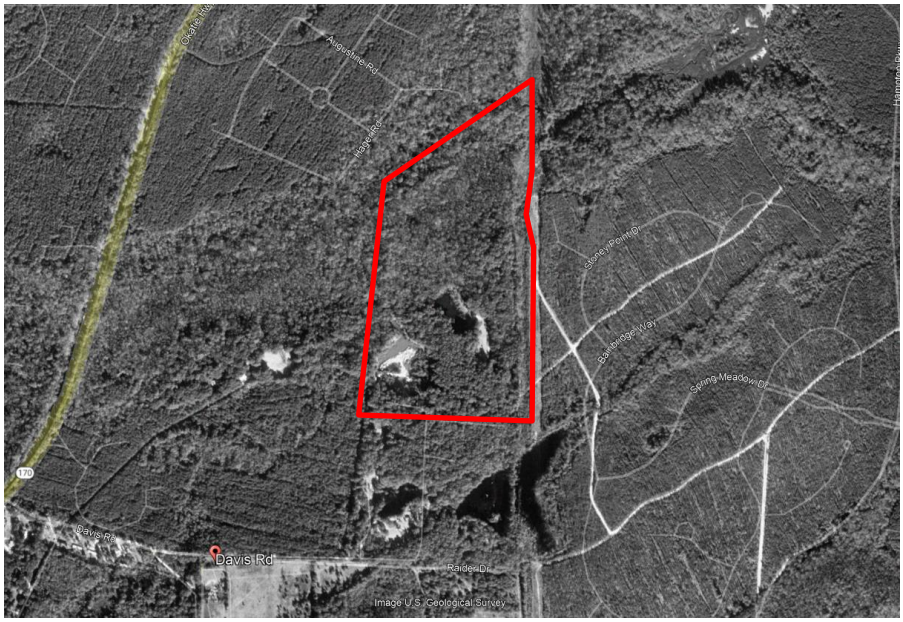
FIGURE 3A
1955 & 1984 Aerials
Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910



1994 (Google Earth Pro)



2005 (Google Earth Pro)

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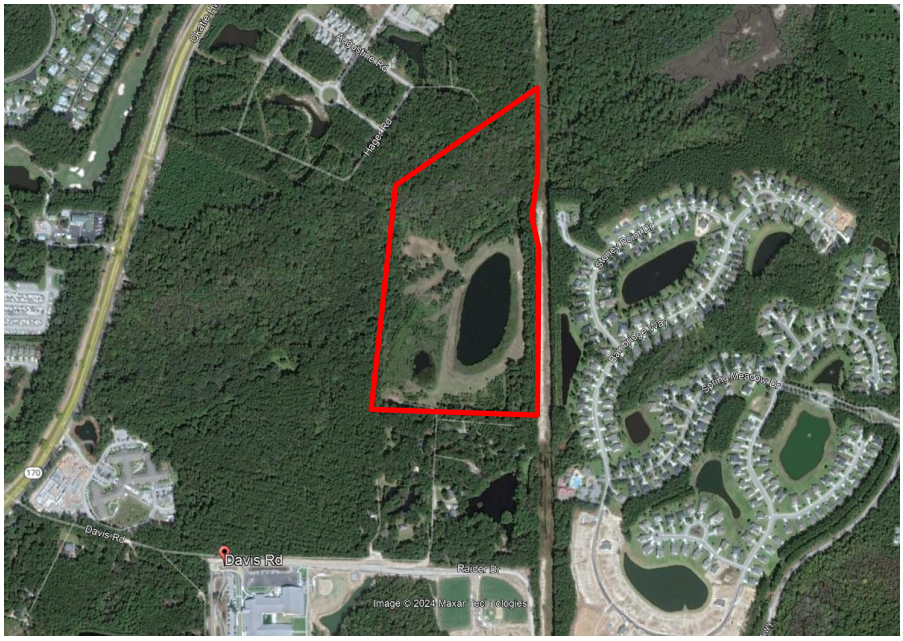
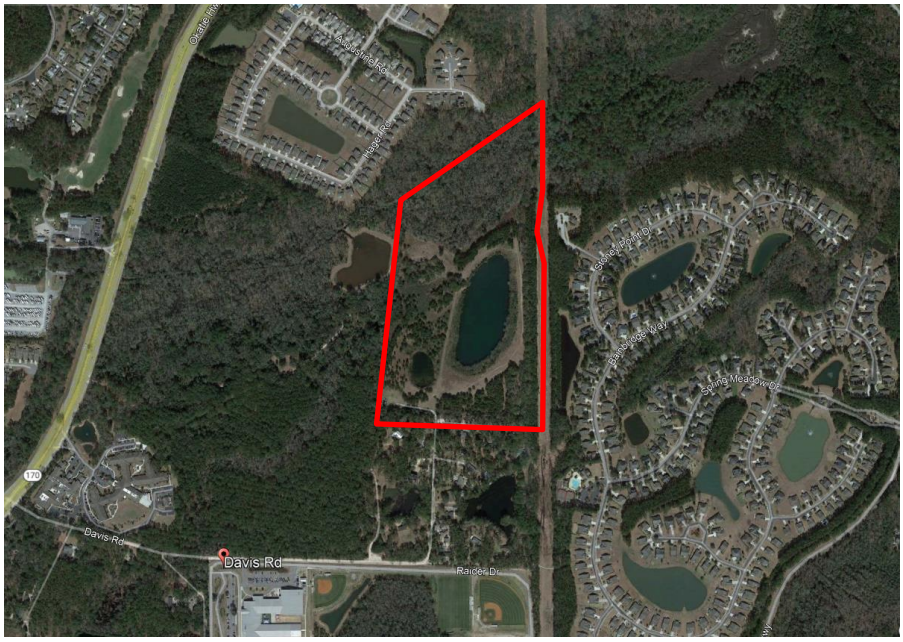
FIGURE 3B
1994 & 2005 Aerials
Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910



2015 (Google Earth Pro)



2021 (Google Earth Pro)

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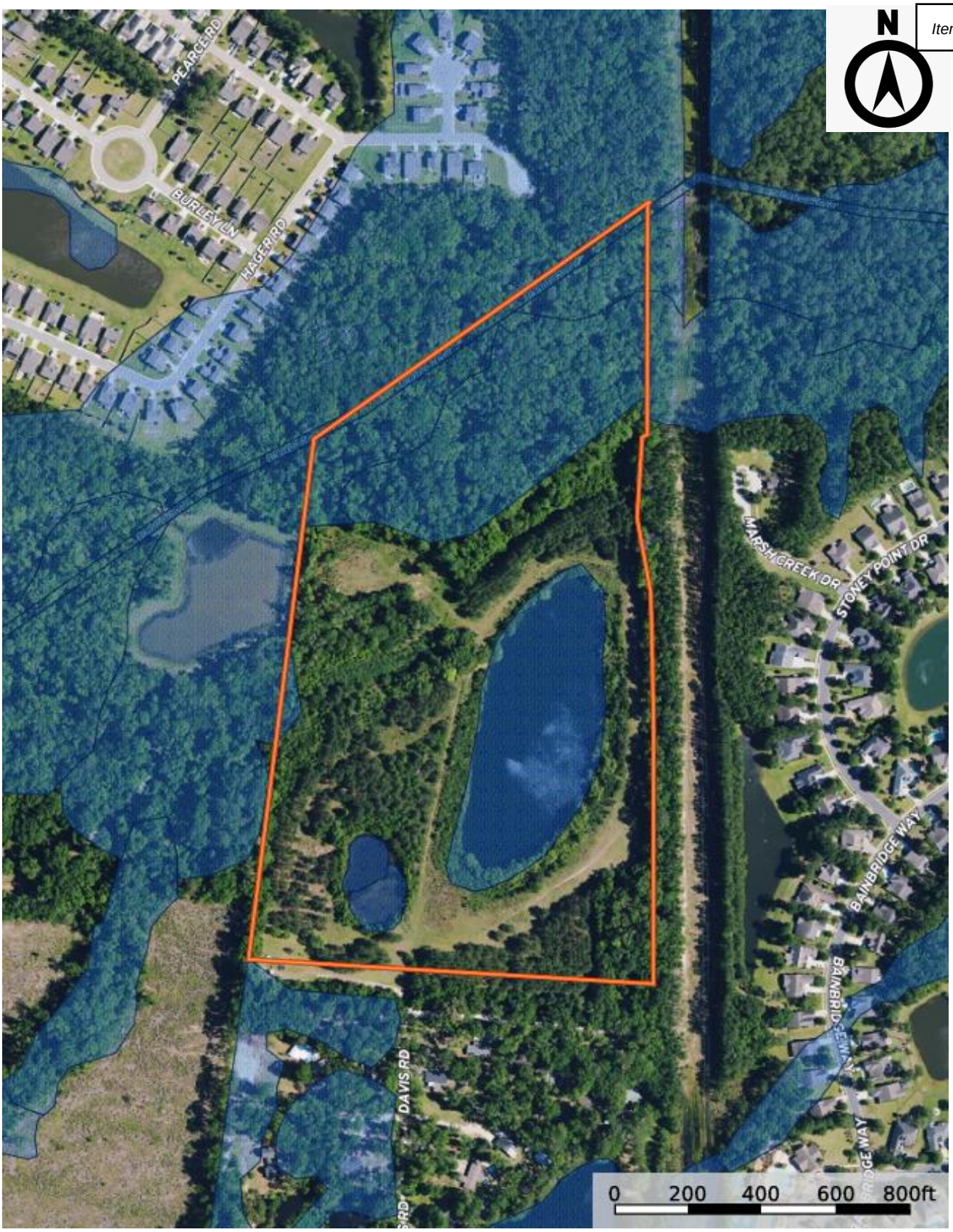
FIGURE 3C
2015 & 2021 Aerials
Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910

APPENDIX D



Southeastern Regulatory Compliance, Inc.

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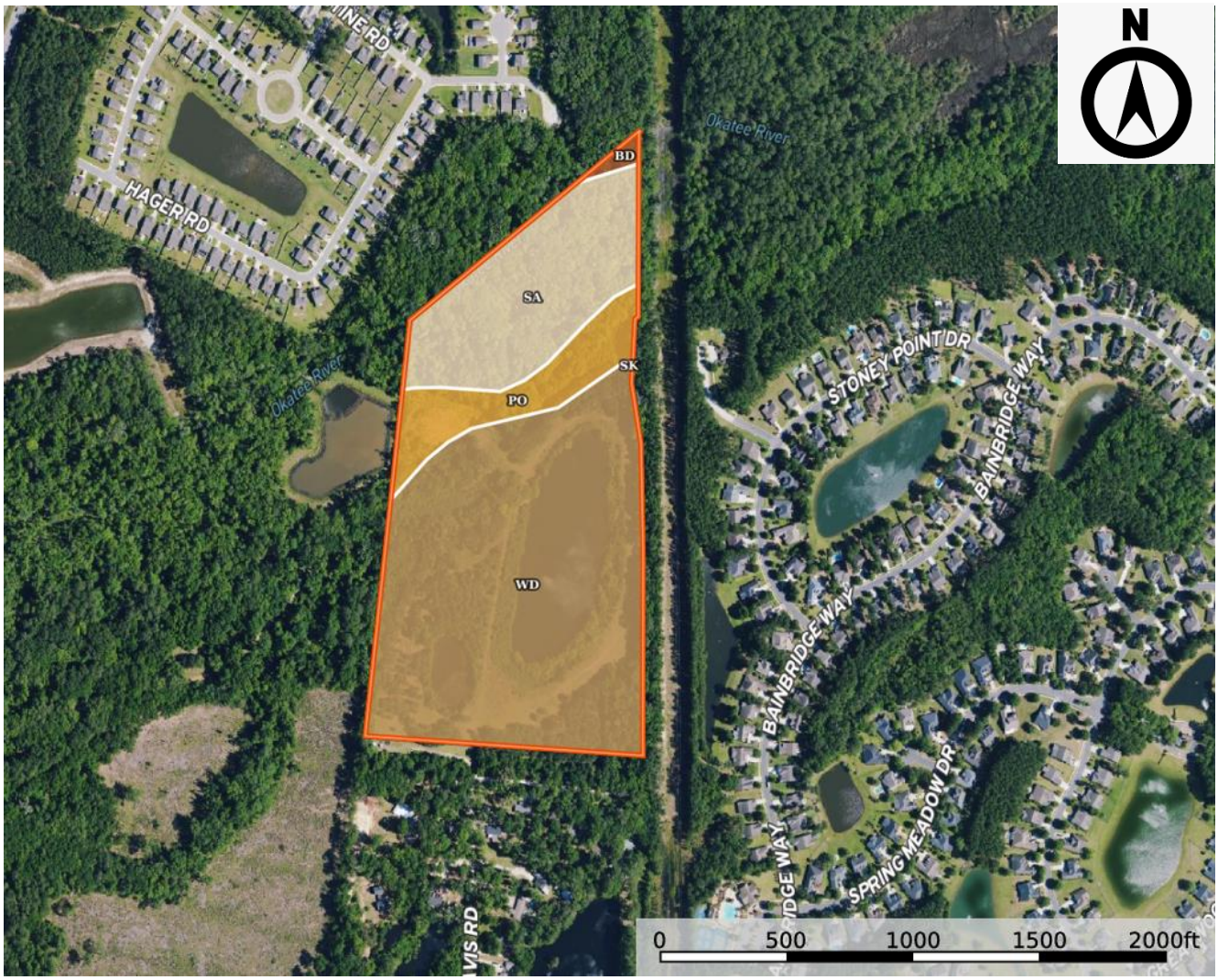
864.376.2864

FIGURE 4
Wetlands Map
Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910

APPENDIX E



SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
Wd	Wando fine sand, 0 to 6 percent slopes	26.36	65.78	0	28	4s
Sa	Santee fine sandy loam	9.19	22.93	0	44	3w
Po	Polawana loamy fine sand	4.19	10.46	0	11	7w
Bd	Bladen fine sandy loam	0.31	0.77	0	43	3w
Sk	Seabrook fine sand	0.02	0.05	0	34	3s
TOTALS		40.07(*)	100%	-	30.01	4.08

Southeastern Regulatory Compliance, Inc.

mikew@srcenvironmental.com
www.srcenvironmental.com
864.376.2864

FIGURE 5
Soils Map
Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910

APPENDIX F



Figure 1: Subject Property – North Aerial View



Figure 2: Subject Property – East Aerial View



Figure 3: Subject Property – South Aerial View



Figure 4: Path Along West Bank of Larger Pond



Figure 5: Representative Vegetation



Figure 6: Representative Vegetation



Figure 7: Pines and Brush



Figure 8: Clearing



Figure 9: Chair and Bank of Larger Pond



Figure 10: Miscellaneous Trash



Figure 11: Stand of Pine Trees



Figure 12: Smaller Pond to the West and Larger Pond to the East



Figure 13: Live Oak on Pond Dike



Figure 14: Interior View North of Pond

APPENDIX G

Site Name: Bluffton Area Fee Park Purchase
Location: Davis Road Bluffton SC 29910
Prepared for: SRC, Inc.
Ref: Kate - Open Land Trust
Center Coordinates: 32.27595774986225,-80.9416437149048
Prepared Date: Mon Oct 14 2024 16:35:45 GMT+0000 (Coordinated Universal Time)

ENVIRONMENTAL RADIUS REPORT

ASTM E1527-21

NETROnline

2055 E. Rio Salado Pkwy, Tempe, AZ 85381 | 480-967-6752

Summary

Federal	< 1/4	1/4 - 1/2	1/2 - 1
Lists of Federal NPL (Superfund) sites	0	0	0
Lists of Federal Delisted NPL sites	0	0	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders	0	0	0
Lists of Federal CERCLA sites with NFRAP	0	0	0
Lists of Federal RCRA facilities undergoing Corrective Action	0	0	0
Lists of Federal RCRA TSD facilities	0	0	0
Lists of Federal RCRA generators	0	0	0
Federal institutional control/engineering control registries	0	0	0
Federal ERNS list	0	0	0

State	< 1/4	1/4 - 1/2	1/2 - 1
Lists of state and tribal Superfund equivalent sites	0	0	0
Lists of state and tribal hazardous waste facilities	0	0	0
Lists of state and tribal landfills and solid waste disposal facilities	0	0	0
Lists of state and tribal leaking storage tanks	0	0	0
Lists of state and tribal registered storage tanks	0	0	0
State and tribal institutional control/engineering control registries	0	0	0
Lists of state and tribal voluntary cleanup sites	0	0	0
Lists of state and tribal brownfields sites	0	0	0

Other	< 1/4	1/4 - 1/2	1/2 - 1
State and/or tribal lists of sites requiring further investigation / remediation	0	0	0
State list of Significant Environmental Hazards (SEH)	0	0	0
Lists of state and tribal mine sites requiring further investigation and/or remediation	0	0	0
State and/or tribal lists of spills and spill responses	0	0	0
State and/or tribal lists of emergency responses	0	0	0
State and/or tribal lists of dry cleaners	0	0	0
State and/or tribal lists of clandestine laboratory cleanups	0	0	0
State and/or tribal lists of scrap/used tire processing facilities	0	0	0
State and/or tribal lists of underground injection control sites	0	0	0
State and/or tribal listings of permitted drywells	0	0	0
Automobile salvage yards	0	0	0
Livestock Waste Control sites	0	0	0
Controlled Animal Feeding Operations (CAFOs)	0	0	0
State and/or tribal lists of registered aboveground storage tanks (ASTs)	0	0	0
C.A.A. Permitted Facilities	0	0	0
NPDES Permitted Facilities	0	0	0
Onsite Wastewater Treatment sites	0	0	0
State and/or tribal lists of permitted facilities	1	0	0
Resource Conservation and Recovery Act Information (RCRAInfo)	0	0	0
U.S. EPA Enforcement, Compliance History Online (ECHO)	0	0	0
U.S. EPA Underground Storage Tanks (UST)	0	0	0
U.S. EPA Toxic Substances Control Act (TSCA) database	0	0	0
U.S. EPA Toxic Release Inventory System (TRIS)	0	0	0

Lists of Federal NPL (Superfund) sites

The National Priorities List (NPL) is the list of sites of national priority among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. The NPL is intended primarily to guide the EPA in determining which sites warrant further investigation. The NPL is updated periodically, as mandated by CERCLA.
There were no Federal NPL sites found within a one-mile radius of the target property.

Lists of Federal Delisted NPL sites

The EPA may delete a final NPL site if it determines that no further response is required to protect human health or the environment. Under Section 300.425(e) of the NCP (55 FR 8845, March 8, 1990), a site may be deleted when no further response is appropriate if EPA determines that one of the following criteria has been met: 1) EPA, in conjunction with the state, has determined that responsible parties have implemented all appropriate response action required, 2) EPA, in consultation with the state, has determined that all appropriate Superfund-financed responses under CERCLA have been implemented and that no further response by responsible parties is appropriate, 3) A remedial investigation/feasibility study (RI/FS) has shown that the release poses no significant threat to public health or the environment and, therefore, remedial measures are not appropriate.

There were no Federal Delisted NPL sites found within a half-mile radius of the target property.

Lists of Federal sites subject to CERCLA removals and CERCLA orders

CERCLA identifies the classes of parties liable under CERCLA for the cost of responding to releases of hazardous substances. In addition, CERCLA contains provisions specifying when Federal installations must report releases of hazardous substances and the cleanup procedures they must follow. Executive Order No. 12580, Superfund Implementation, delegates response authorities to EPA and the Coast Guard. Generally, the head of the Federal agency has the delegated authority to address releases at the Federal facilities in its jurisdiction.

There were no Federal sites subject to CERCLA removals and/or orders found within a half-mile radius of the target property.

Lists of Federal CERCLA sites with NFRAP

No Further Remedial Action Planned (NFRAP) is a decision made as part of the Superfund remedial site evaluation process to denote that further remedial assessment activities are not required and that the facility/site does not pose a threat to public health or the environment sufficient to qualify for placement on the National Priorities List (NPL) based on currently available information. These facilities/sites may be re-evaluated if EPA receives new information or learns that site conditions have changed. A NFRAP decision does not mean the facility/site is free of contamination and does not preclude the facility/site from being addressed under another federal, state or tribal cleanup program.

There were no Federal CERCLA sites with No Further Remedial Action Planned (NFRAP) decisions found within a half-mile radius of the target property.

Lists of Federal RCRA facilities undergoing Corrective Action

Corrective action is a requirement under the Resource Conservation and Recovery Act (RCRA) that facilities that treat, store or dispose of hazardous wastes investigate and cleanup hazardous releases into soil, ground water, surface water and air. Corrective action is principally implemented through RCRA permits and orders. RCRA permits issued to TSDFs must include provisions for corrective action as well as financial assurance to cover the costs of implementing those cleanup measures. In addition to the EPA, 44 states and territories are authorized to run the Corrective Action program.

There were no Federal RCRA facilities undergoing corrective action(s) found within a one-mile radius of the target property.

Lists of Federal RCRA TSD facilities

The final link in RCRA's cradle-to-grave concept is the treatment, storage, and disposal facility (TSDF) that follows the generator and transporter in the chain of waste management activities. The regulations pertaining to TSDFs are more stringent than those that apply to generators or transporters. They include general facility standards as well as unit-specific design and operating criteria.
There were no Federal RCRA treatment, storage and disposal facilities (TSDFs) found within a half-mile radius of target property.

Lists of Federal RCRA generators

A generator is any person who produces a hazardous waste as listed or characterized in part 261 of title 40 of the Code of Federal Regulations (CFR). Recognizing that generators also produce waste in different quantities, EPA established three categories of generators in the regulations: very small quantity generators, small quantity generators, and large quantity generators. EPA regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA) to ensure that these wastes are managed in ways that protet human health and the environment. Generators of hazardous waste are regulated based on the amount of hazardous waste they generate in a calendar month, not the size of their business or facility.

There were no Federal RCRA generators found at the target property and/or adjoining properties.

Federal institutional control/engineering control registries

Institutional Controls (IC) are defined as non-engineered and/or legal controls that minimize the potential human exposure to contamination by limiting land or resource use. Whereas, Engineering Controls (EC) consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media.

There were no Federal institutional or engineering controls found at the target property.

Federal ERNS list

The Emergency Response Notification System (ERNS) is a database used to store information on notification of oil discharges and hazardous substances releases. The ERNS program is a cooperative data sharing effort encompassing the National Response Center (NRC), operated by the US Coast Guard, EPA HQ and EPA regional offices. ERNS data is used to analyze release notifications, track EPA responses and compliance to environmental laws, support emergency planning efforts, and assist decision-makers in developing spill prevention programs.

There were no Federally recorded releases of oil and/or hazardous substances at the target property.

Lists of state and tribal Superfund equivalent sites

In order to maintain close coordination with the states and tribes in the NPL listing decision process, the EPA's policy is to determine the position of states and tribes on sites that EPA is considering for listing. Consistent with this policy, since 1996, it has been the EPA's general practice to seek the state or tribe's position on sites under consideration for NPL listing by submitting a written requiest to the governor/state environmental agency or tribe. Various states may have their own program for identifying, investigating and cleaning up sites where consequential amounts of hazardous waste may have been disposed that work in conjunction with the EPA's Superfund remedial program.

There were no State and/or tribal Superfund equivalent sites found within a one-mile radius of target property.

Lists of state and tribal hazardous waste facilities

EPA established basic hazardous waste management standards for businesses who produce hazardous waste and categorized three businesses based on the volume of hazardous waste produced in a calendar month. On the federal level, there are three generator categories: large quantity generator, small quantity generator, and conditionally exempt small quantity generator. Some states are authorized to establish generator categories that are different from those that federal EPA set up. State regulatory requirements for generators of hazardous waste may be more stringent than the federal program.
There were no State and/or tribal hazardous waste facilities found within a half-mile radius of the target property.

Lists of state and tribal landfills and solid waste disposal facilities

Title 40 of the CFR parts 239 through 259 contain the regulations for non-hazardous solid waste programs set up by the states. EPA has requirements for state solid waste permit programs, guidelines for the processing of solid waste, guidelines for storage and collection of commercial, residential and institutional solid waste, and the criteria for municipal solid waste landfills. State solid waste programs may be more stringent than the federal code requires.

There were no State and/or tribal landfills or solid waste disposal facilities found within a half-mile radius of the target property.

Lists of state and tribal leaking storage tanks

A typical leaking underground storage tank (LUST) scenario involves the release of a fuel product from an underground storage tank (UST) that can contaminate surrounding soil, groundwater, or surface waters, or affect indoor air spaces. Once a leak is confirmed, immediate response actions must be taken to minimize or eliminate the source of the release and to reduce potential harm to human health, safety, and the environment. Each state has unique requirements for initiating responses to a release, and it is up to the UST owner or operator to conduct actions in compliance with his/her local rules.

There were no State and/or tribal leaking storage tanks found within a half-mile radius of the target property.

Lists of state and tribal registered storage tanks

EPA initially issued UST regulations in 1988. In 2015, EPA modified the UST regulation, which was effective October 13, 2015 in Indian Country and states without State Program Approval. EPA recognizes that, because of the size and diversity of the regulated community, state and local governments are in the best position to oversee USTs: 1) State and local authorities are closer to the situation in their domain and are in the best position to set priorities, 2) Subtitle I of the Solid Waste Disposal Act allows state UST programs approved by EPA to operate in lieu of the federal program, 3) the state program approval (SPA) regulations set criteria for states to obtain the authority to operate in lieu of the federal program. State programs must be at least as stringent as EPA's. A complete version of the law that governs USTs can be found in U.S. Code, Title 42, Chapter 82, Subchapter IX.

There were no State and/or tribal registered storage tanks found at subject and adjoining properties.

State and tribal institutional control/engineering control registries

Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Engineering controls consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media. It is EPA's expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable.

There were no State and/or tribal institutional and/or engineering controls found filed against the target property.

Lists of state and tribal voluntary cleanup sites

State cleanup programs play a significant role in assessing and cleaning up contaminated sites. State cleanup programs typically are programs authorized by state statutes to address brownfields and other lower-risk sites that are not of federal interest. The EPA has historically supported the use of state cleanup programs and continues to provide grant funding to establish and enhance the programs. This approach was codified in 2002 as Section 182 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

There were no State and/or tribal voluntary cleanup sites found within a half-mile radius of the target property.

Lists of state and tribal brownfields sites

Since its inception in 1995, EPA's Brownfields and Land Revitalization Program has grown into a proven, results-oriented program that has changed the way communities address and manage contaminated property. The program is designed to empower states, tribes, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. Beginning in the mid-1990s, EPA provided small amounts of seed money to local governments that launched hundreds of two-year Brownfields pilot projects and developed guidance and tools to help states, communities and other stakeholders in the cleanup and redevelopment of brownfields sites.

There were no State and/or tribal brownfields sites found within a half-mile radius of the target property.

State and/or tribal lists of sites requiring further investigation / remediation

No records found

State list of Significant Environmental Hazards (SEH)

No records found

Lists of state and tribal mine sites requiring further investigation and/or remediation

No records found

State and/or tribal lists of spills and spill responses

No records found

State and/or tribal lists of emergency responses

No records found

State and/or tribal lists of dry cleaners

No records found

State and/or tribal lists of clandestine laboratory cleanups

No records found

State and/or tribal lists of scrap/used tire processing facilities

No records found

State and/or tribal lists of underground injection control sites

No records found

State and/or tribal listings of permitted drywells

No state and/or tribal permitted drywells were found within a half-mile radius of the target property.

Automobile salvage yards

No records found

Livestock Waste Control sites

No records found

Controlled Animal Feeding Operations (CAFOs)

No records found

State and/or tribal lists of registered aboveground storage tanks (ASTs)

No records found

C.A.A. Permitted Facilities

No records found

NPDES Permitted Facilities

No records found

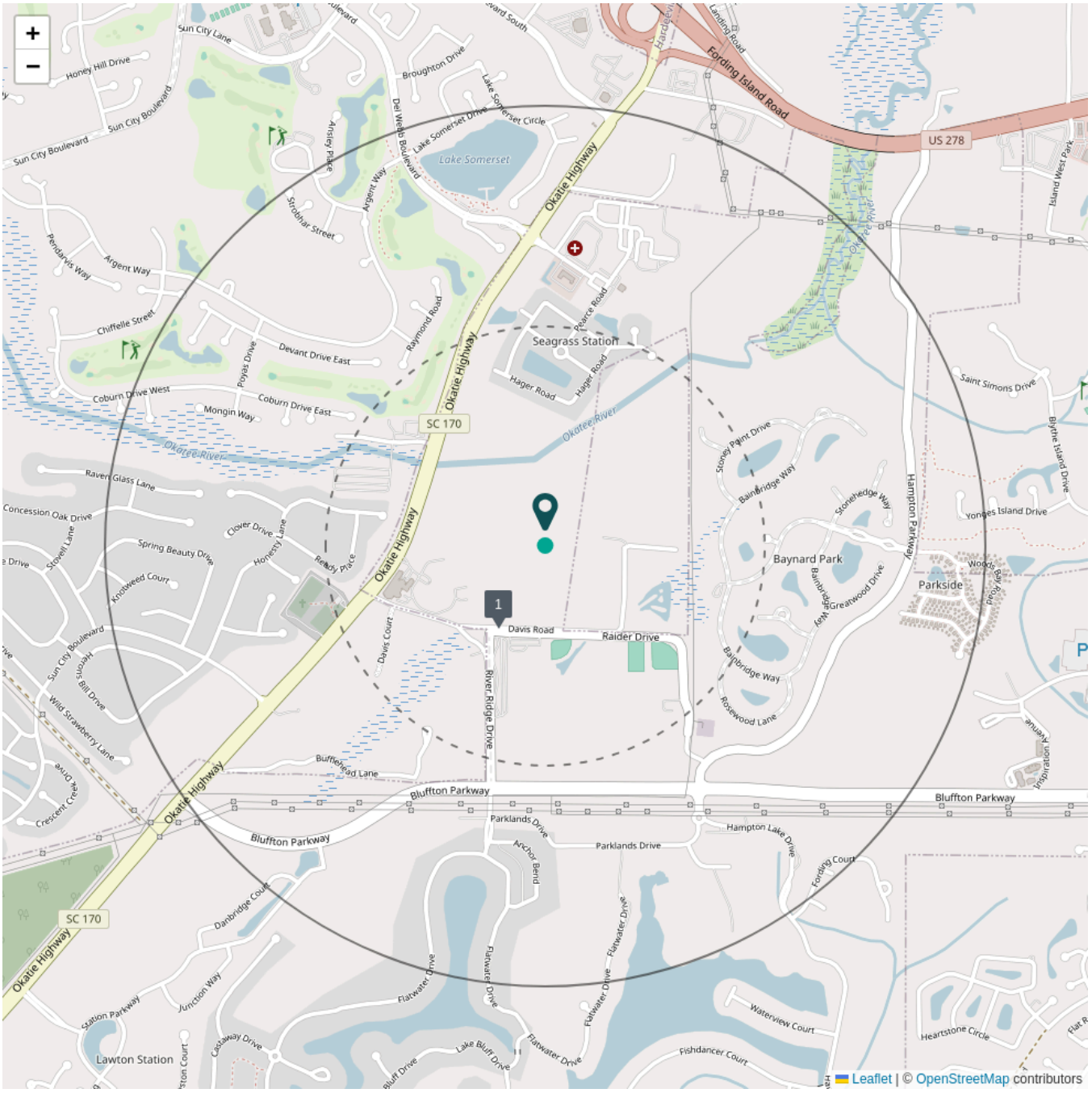
Onsite Wastewater Treatment sites

No records found

State and/or tribal lists of permitted facilities

SOUTH CAROLINA - ENVIRONMENTAL FACILITY INFORMATION SYSTEM

The SC-EFIS is the South Carolina Department of Health and Environmental Control (DHEC) Environmental Facility Information System that integrates information on environmental facilities, permits, violations, enforcement actions, and compliance activities needed to support regulatory requirements and target environmental quality improvements for the water, air, solid waste, and hazardous waste program areas.



center: 32.27595774986225,-80.9416437149048

0.5 Miles 1.0 Miles

1

CLELAND CONSTRUCTION-CLOSED

DAVIS ROAD

Registry ID: 110007215147
Name: CLELAND CONSTRUCTION-CLOSED
Address: DAVIS ROAD
City: BLUFFTON
Site Type: STATIONARY
Program Acronyms: AIR:SC00003600019, AIRS/AFS:4501300019, EIS:2912811, ICIS:2656128, NPDES:SCG730645, SC-EFIS:SC0000000824
Interest Type: AIR EMISSIONS CLASSIFICATION UNKNOWN, AIR MAJOR, FORMAL ENFORCEMENT ACTION, ICIS-NPDES NON-MAJOR, STATE MASTER
Point of Reference Description: ENTRANCE POINT OF A FACILITY OR STATION
Date Created: 01-MAR-00
Date Updated: 01-JUN-17
FRS Facility Detail Report URL: Link
Distance From Center (Miles): 0.2183
Site Source: last updated from FACILITY REGISTRY SERVICE

Resource Conservation and Recovery Act Information (RCRAInfo)

No records found

U.S. EPA Enforcement, Compliance History Online (ECHO)

No records found

U.S. EPA Underground Storage Tanks (UST)

No records found

U.S. EPA Toxic Substances Control Act (TSCA) database

No records found

U.S. EPA Toxic Release Inventory System (TRIS)

No records found

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APPENDIX H

Item 19.

BEAUFORT COUNTY SC
BK 3763 Pgs 156-160
FILE NUM 2019027507
05/28/2019 12:08:56 PM
REC'D BY sherrellw RCPT# 933015
RECORDING FEES $11.00
County Tax $1,540.00
State Tax $3,640.00

McNamara & Adams
Attorneys at Law
7370 Hodgson Memorial Drive
Suite B-11
Savannah, GA 31406

Prepared By:
Smoot & Pitts
15C Lafayette Place
PO Drawer 23439
Hilton Head Island, SC 29925
Telephone: 843-681-3200
File No.: 19-070

RECORDED
2019 Jul -09 04:56 PM
BEAUFORT COUNTY AUDITOR

ADD DMP Record 7/1/2019 01:23:44 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	029	000	0054	0000	00

(Please do not write above this line - Reserved for Register of Deeds Office)

Tax Map #: R600-029-000-0054-0000

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **CLELAND SITE PREP, INC., a South Carolina Corporation** (hereinafter the "Grantor") in the State aforesaid, for and in consideration of the sum of One Million Four Hundred Thousand and 00/100 Dollars ($1,400,000.00), unto it paid by **LAND DEVELOPMENT OF GEORGIA, LLC, a Georgia limited liability company** (hereinafter the "Grantee") of 75 Industrial Drive, Baxley, GA 31513 in the State aforesaid, the receipt whereof is hereby acknowledged, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

See Attached Exhibit A

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind Grantor, its successors and assigns, to warrant and forever defend all and singular, the said Premises unto the said Grantee, its successors and assigns, against Grantor, its successors and assigns, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF the undersigned Hand and Seal this 14th day of May, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

1st Witness

2nd Witness/Notary

CLELAND SITE PREP, INC.

By: _____
{L.S.}Avery E. Cleland, President

STATE OF SOUTH CAROLINA)
)
COUNTY OF)

ACKNOWLEDGMENT
under S.C. Code § 30-5-30(C)

I, the undersigned notary public, do hereby certify that the within named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness to before me this 14th day of May, 2019.

Notary Public for South Carolina
My Commission Expires: _____

RENAY FARR NOTARY PUBLIC SOUTH CAROLINA My Comm. Exp. March 9, 2022

(SEAL)

File # 19-070

EXHIBIT "A"

All that certain piece, parcel or tract of land located in Beaufort County, South Carolina containing 40.07 acres, more or less, as reflected on a plat thereof prepared by Richard Kesselring, RLS and entitled "A Map of 40.07 Acres Cut from Lands N/F Ursula K. Elkins, Located Near Pritchardville, Beaufort County, South Carolina for Avery Cleland". According to said plat said property is bounded in part by the lands now or formerly of Union Camp Corp. And has the following metes and bounds, to wit: To find the point of beginning commence at the intersection of the center line of Bull Tomb Road and SC Highway 170; thence N40°45'42"E for a distance of 3,327.65 feet to the intersection of the center line of Davis Road; thence S73° 43'48"E for a distance of 1341.51'; thence S89°09'58"E for a distance of 1312.23'; thence S89° 00'21"E for a distance of 531.57'; thence N00°59'39"E for a distance of 557.04'; thence N03° 15'48"E for a distance of 227.57'; thence N02°32'00"E for a distance of 383.7'; thence N86° 34'54"W for a distance of 436.62' to the point of beginning; thence N06°28'16"E for a distance of 1430.71'; thence N54°01'38"E for a distance of 1112.11'; thence S01°59'52"W for a distance of 17.17'; thence S00°08'52"W for a distance of 407.22'; thence S02°53'52"W for a distance of 437.58'; thence S10° 56'08"E for a distance of 209.22'; thenceS01°54'06"E for a distance of 374.22'; thence S00°34'08"E for a distance of 639.54'; then S01°41'12"E for a distance of 60.10'; thence N86° 34'54"W for a distance of 1099.69' to the pint of beginning.

Together with a 50' easement for ingress and egress from the subject property commencing at the point of beginning of the property described above; thence S86°34'54"E for a distance of 436.62' to the point of commencement; thence the 50' eastward of the following courses and distances: S02°32'00"W for a distance of 383.70'; thence S03°15'48"W for a distance of 227.57; thence S00°59'39"W for a distance of 557.04'; thence the 50' immediately to the north of the following course and distance; N89°00'21"W for a distance of 531.57'; thence along David Road to its intersection with SC Highway 170.

Reserving a 15' easement for ingress and egress along the southern boundary of said property conveyed and shown on the aforementioned plat.

THIS conveyance is made subject to all easements and restrictions of record and otherwise affecting the property as recorded in the Office of the Register of Deeds for County, South Carolina.

This being the same property or a portion thereof conveyed to Grantor by deed of JLJ Holdings LLC recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 21, 2010 in Deed Book 3046 at Page 2186.

STATE OF SOUTH CAROLINA)
COUNTY OF Beaufort) AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.

2. The property being transferred is located at **40.07 ACRES OFF DAVIS RD., Bluffton, South Carolina 29910** Bearing **Beaufort** County Tax Map Number **R600 029 000 0054 0000** was transferred by **CLELAND SITE PREP, INC. BY WARRANTY DEED FROM JLJ HOLDINGS, LLC RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA ON DECEMEBR 21, 2010 IN DEED BOOK 3046 AT PAGE 2186.** to **LAND DEVELOPMENT OF GEORGIA LLC.** on **May 14, 2019.**

3. Check one of the following: The deed is
   (a)_____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
   (b)_____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
   (c)_____ exempt from the deed recording fee because (See Information section of affidavit): (If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)

4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
   (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of **$1,400,000.00**
   (b) _____ The fee is computed on the fair market value of the realty which is
   (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is

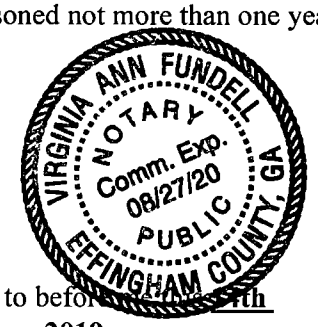
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:

6. The deed recording fee is computed as follows:
   (a) Place the amount listed in item 4 above here: _____
   (b) Place the amount listed in item 5 above here: _____
   (If no amount is listed, place zero here.)
   (c) Subtract Line 6(b) from Line 6(a) and place result here: _____

7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: **$5,180.00**.

8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



Mary McNamara Adams
Responsible Person Connected with the Transaction
Thomas J. McNamara
Mary McNamara Adams
Print or Type Name Here

SWORN to before me this 7th
day of May, 2019
Notary Public for GA
My Commission Expires: 8/27/20

Virginia Ann Fundell - Notary

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" meats the realty's fair market value, A deduction from value is allowed fertile amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

(1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
(2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
(3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
(4) transferring realty in which no gain or loss is recognized by reason-of Section 1041 of the Internal Revenue Code as defined in Section 126-10(A);
(5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
(6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
(7) that constitute a contract for the sale of timber to be cut;
(8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
(9) Transferring realty from a family partnership to a partner or from a family trust to a beneficiary provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined bisection 12-6-40(A);
(10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
(11) transferring *realty* in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
(12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

APPENDIX I

Beaufort County, South Carolina

generated on 10/13/2024 4:44:10 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R600 029 000 0054 0000	07085094	,	10/11/2024	2024	2024

Current Parcel Information

Owner	LAND DEVELOPMENT OF GEORGIA LLC	Property Class Code	ResVac Platted&Unplatted
Owner Address	1978 HATCH PKWY S BAXLEY GA 31513	Acreage	40.0700
Legal Description	SUBJ TO ROLL BACK TAX LIEN POR OF URSULA K ELKINS PROP DB846 PG2419 PB61 PG114*TOT AC INCL 0.41 AC CEMETARY MGFM:KEY#7085101 5-21-98 SPLIT 6/99 0.40 AC 29/85 ACERAGED ADJUSTED PB61 P114 6/08 2.80 AC 29/55 RESTORED BY DB2656 PG193 10-26-07		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2024	$1,171,900		$1,171,900	$17,320.50	$0.00
2023	$1,171,900		$1,171,900	$17,320.49	$17,320.49
2022	$1,406,300		$1,406,300	$21,608.64	$21,608.64
2021	$1,406,300		$1,406,300	$21,152.99	$24,400.94
2020	$1,406,300		$1,406,300	$20,461.07	$23,630.23
2019	$3,304,800		$3,304,800	$162.33	$261.68
2018	$3,304,800		$3,304,800	$158.58	$158.58
2017	$1,790,100		$1,790,100	$161.59	$161.59
2016	$1,790,100		$1,790,100	$160.32	$160.32
2015	$1,790,100		$1,790,100	$155.44	$155.44
2014	$1,790,100		$1,790,100	$154.35	$154.35

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
CLELAND SITE PREP INC	3763 156	5/14/2019	Fu		$1,400,000
JLJ HOLDINGS LLC	3046 2186	12/21/2010	Ge		$10
CLELAND AVERY E	2656 193	10/26/2007	Fu		$10
ELKINS URSULA K ST RTE 6	846 2419	3/13/1996	Fu		$225,000
		12/31/1776	Or		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

APPRAISAL REPORT
OF
A 40.07 ACRE LAND PARCEL

LOCATED AT
DAVIS ROAD
BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED
FOR
BEAUFORT COUNTY OPEN LAND TRUST

AS OF
DECEMBER 28, 2022

PREPARED
BY
BRIAN F. CONSIDINE, MAI, SRA
&
PAIGE M. COUPER
CONSIDINE & COMPANY

CONSIDINE & COMPANY
Real Estate Appraisers & Consultants
6 Skidaway Village Walk, Suite 201
Savannah, GA 31411
office: 912-355-5522 cell: 912-655-6500
email: ConsidineAppraisals@gmail.com

January 5, 2023

Kate Schaefer
Director of Land Protection
Beaufort County Open Land Trust
1001 Bay Street
Beaufort, SC 29902

RE: 40.07 acres Vacant Land Tract located at Davis Road, Unincorporated Bluffton area, Beaufort County, South Carolina

Dear Client:

Per your written request, we have estimated the market value of the fee simple interest of the referenced property as of December 28, 2022, the date of inspection of the property by Brian F. Considine, MAI.

The appraisal conforms to the standards of the Uniform Standards of Professional Appraisal Practice (USPAP).

Extraordinary Assumptions (assumptions which if found false could change the value conclusion):

- No formal wetlands study was provided. Wetlands were estimated from tax assessor information including wetland overlays from their online plat maps. The value is based on a price per usable upland acre. If a formal survey reveals a different amount of usable land area, the value conclusion would change. The client provided a screen shot from NWI, National Wetlands Inventory, that showed a somewhat different configuration from the assessor's overlays. A formal delineation is recommended.

Hypothetical Conditions (a condition contrary to the actual condition which is assumed for analysis purposes):

- None noted.

Other Specific Conditions and Assumptions paramount to the valuation are:

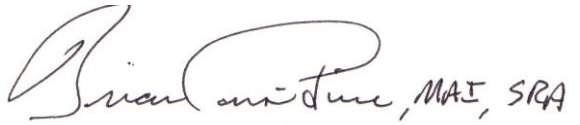
- We have not been provided with a current Environmental Site Assessment (ESA), engineering reports or any documentation addressing the existence of hazardous material or contamination. The appraised value assumes there is no contamination on the subject property.
- Present or future employment of Considine & Company was not conditional upon our producing a specified value or a value within a given range.
- We have no interest, direct or indirect, financial, bias or otherwise, in the subject property. We have not provided appraisal or consulting services on this property in the last 3 years.

Based on the following analysis, it is our opinion that the Market Value of the Fee Simple Interest, as of December 28, 2022, and subject to the Assumptions and Limiting Conditions is:

SEVEN HUNDRED EIGHTY THOUSAND DOLLARS ($780,000)

Thank you for the opportunity to assist you in this matter. Please let us know if we can be of further assistance at (912)355-5522.

Respectfully Submitted,



Brian F. Considine, MAI
Georgia Certified General Appraiser No. 1176
South Carolina Certified General Appraiser No. 3956



Paige M. Couper, Associate Appraiser
Georgia Certified Property Appraiser # 007373
South Carolina Certified Property Appraiser #006138

EXECUTIVE SUMMARY

LOCATION:	Davis Road, Unincorporated Bluffton, Beaufort County, SC
NEIGHBORHOOD:	The subject is located east of Highway 170. The area is characterized by residential subdivision development with several large-scale subdivisions in proximity to the subject including Bayard Park, Sun City, Seagrass Station, and Island West. The Sun City commercial area fronts Highway 170 just northwest of the subject.
CURRENT OWNER:	Land Development of Georgia, LLC
TAX I.D.:	R600 029 000 0054 0000
ZONING:	T2R, Rural
SITE SIZE:	40.07 acres gross with an estimated upland size of 11.48 acres, 8 acres ponds, 20.18 acres estimated wetlands, 0.41 acre cemetery.
FLOOD ZONE:	AE and X – north part of subject appears to be in a flood zone
BUILDING IMPROVEMENTS:	NA - Vacant Land
DATE OF VALUATION:	December 28, 2022
DATE OF REPORT:	January 2, 2023
PROPERTY RIGHTS APPRAISED:	"As-Is" Market Value
VALUE CONCLUSION: Sales Comparison Approach:	$780,000

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LIMITING CONDITIONS AND ASSUMPTIONS

This appraisal is made subject to the following Assumptions and Limiting Conditions:

1. It is assumed that the legal description as obtained from public records or as furnished is correct and no responsibility is assumed for matters of a legal nature. No opinion is rendered as to title, as it is assumed to be good, marketable and in fee simple unless otherwise noted and discussed.

2. The information contained in this report is obtained from sources deemed reliable. However, no warranty is given as to its accuracy. Competent management and responsible ownership are assumed.

3. The property is appraised as though free and clear of any or all liens or encumbrances except as noted herein.

4. Any plot plans, sketches, drawings, or other exhibits in this report are included only to assist the reader in visualizing the property. I have made no survey for this report and assume no responsibility for its presentation within.

5. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser and the applicant and then only with proper identification.

6. The appraiser herein by reason of this appraisal is not required to give future consultation, testimony or be in attendance in court with reference to the property in question unless arrangements have been previously made.

7. The distribution, if any, of the total valuation in the report between land and improvements applies only under the existing program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.

8. The appraiser assumes, and the user of this report agrees, that the appraiser has no liability for existing physical condition of the building and all parties agree that the purpose of this appraisal is to estimate value as though the superstructure is structurally sound. Likewise, it is assumed and all parties agree that the appraiser has no responsibility for subsurface or hazardous waste conditions, including asbestos.

9. Unless otherwise noted herein, it is assumed that there are no encroachments, zoning or other violations of any regulations affecting the subject property, including off street parking. As of the date of this appraisal, no survey had been prepared to identify encroachments or easements. The appraiser assumes, and the user of this report agrees that the appraised value is prepared

as though no encroachments, liens or other violations of any regulations affecting the subject property exist, unless otherwise noted.

10. The value estimates reported herein apply to the entire property and any proration or division of the total into fractional interest will invalidate the value estimate unless such proration or division of interest is set forth in the report. No statement as to the value in use to the property owner has been made. Only the value of the property, if exposed for sale on the open market, has been estimated.

11. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the prior written consent and approval of the author; this pertains particularly to valuation conclusions, the identity of the appraiser or firm with which the appraiser is associated with and any reference to the Appraisal Institute or to the SRA or MAI designations.

12. This appraisal will not take into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof, unless otherwise requested. Should the client have concern over the existence of such substances on the property, the appraiser considers it imperative for the client to retain the services of a qualified, independent engineer or contractor to determine the existence and extent of any hazardous materials, as well as the cost associated with any required or desirable treatment or removal thereof, and the client shall transmit the findings to the appraiser so that he may adjust the value conclusion herein, if needed.

13. See "Other Legal Considerations ".

14. See special assumptions and limiting conditions in the Letter of Transmittal.

PROPERTY IDENTIFICATION

The property appraised consists of a 40.07-acre site located at Davis Road, Unincorporated Bluffton Area, Beaufort County, South Carolina. The property is identified by the Beaufort County Tax Assessor's Office as PIN# R600 029 000 0054 0000. It is legally described as follows:

LEGAL DESCRIPTION

EXHIBIT "A"

All that certain piece, parcel or tract of land located in Beaufort County, South Carolina containing 40.07 acres, more or less, as reflected on a plat thereof prepared by Richard Kesselring, RLS and entitled "A Map of 40.07 Acres Cut from Lands N/F Ursula K. Elkins, Located Near Pritchardville, Beaufort County, South Carolina for Avery Cleland". According to said plat said property is bounded in part by the lands now or formerly of Union Camp Corp. And has the following metes and bounds, to wit: To find the point of beginning commence at the intersection of the center line of Bull Tomb Road and SC Highway 170; thence N40∘45'42"E for a distance of 3,327.65 feet to the intersection of the center line of Davis Road; thence S73∘ 43'48"E for a distance of 1341.51'; thence S89∘09'58"E for a distance of 1312.23'; thence S89∘ 00'21"E for a distance of 531.57'; thence N00∘59'39"E for a distance of 557.04'; thence N03∘ 15'48"E for a distance of 227.57'; thence N02∘32'00"E for a distance of 383.7'; thence N86∘ 34'54"W for a distance of 436.62' to the point of beginning; thence N06∘28'16"E for a distance of 1430.71'; thence N54∘01'38"E for a distance of 1112.11'; thence S01∘59'52"W for a distance of 17.17'; thence S00∘08'52"W for a distance of 407.22'; thence S02∘53'52"W for a distance of 437.58'; thence S10∘ 56'08"E for a distance of 209.22'; thenceS01∘54'06"E for a distance of 374.22'; thence S00∘34'08"E for a distance of 639.54'; then S01∘41'12"E for a distance of 60.10'; thence N86∘ 34'54"W for a distance of 1099.69' to the pint of beginning.

Together with a 50' easement for ingress and egress from the subject property commencing at the point of beginning of the property described above; thence S86∘34'54"E for a distance of 436.62' to the point of commencement; thence the 50' eastward of the following courses and distances: S02∘32'00"W for a distance of 383.70'; thence S03∘15'48"W for a distance of 227.57; thence S00∘59'39"W for a distance of 557.04'; thence the 50' immediately to the north of the following course and distance; N89∘00'21"W for a distance of 531.57'; thence along David Road to its intersection with SC Highway 170.

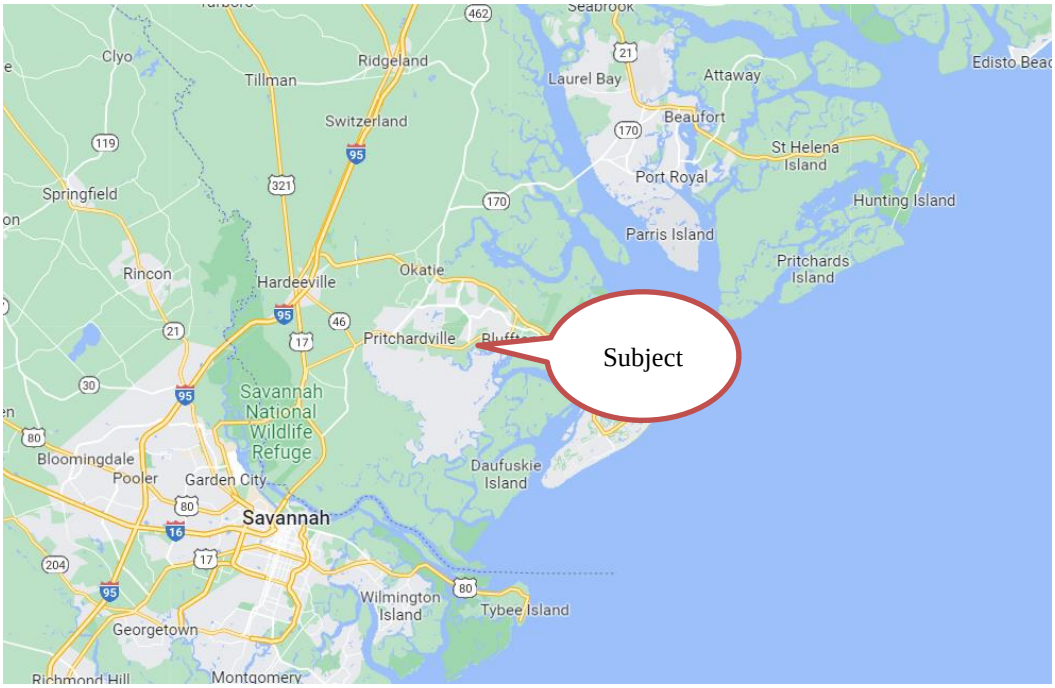
Reserving a 15' easement for ingress and egress along the southern boundary of said property conveyed and shown on the aforementioned plat.

THIS conveyance is made subject to all easements and restrictions of record and otherwise affecting the property as recorded in the Office of the Register of Deeds for County, South Carolina.

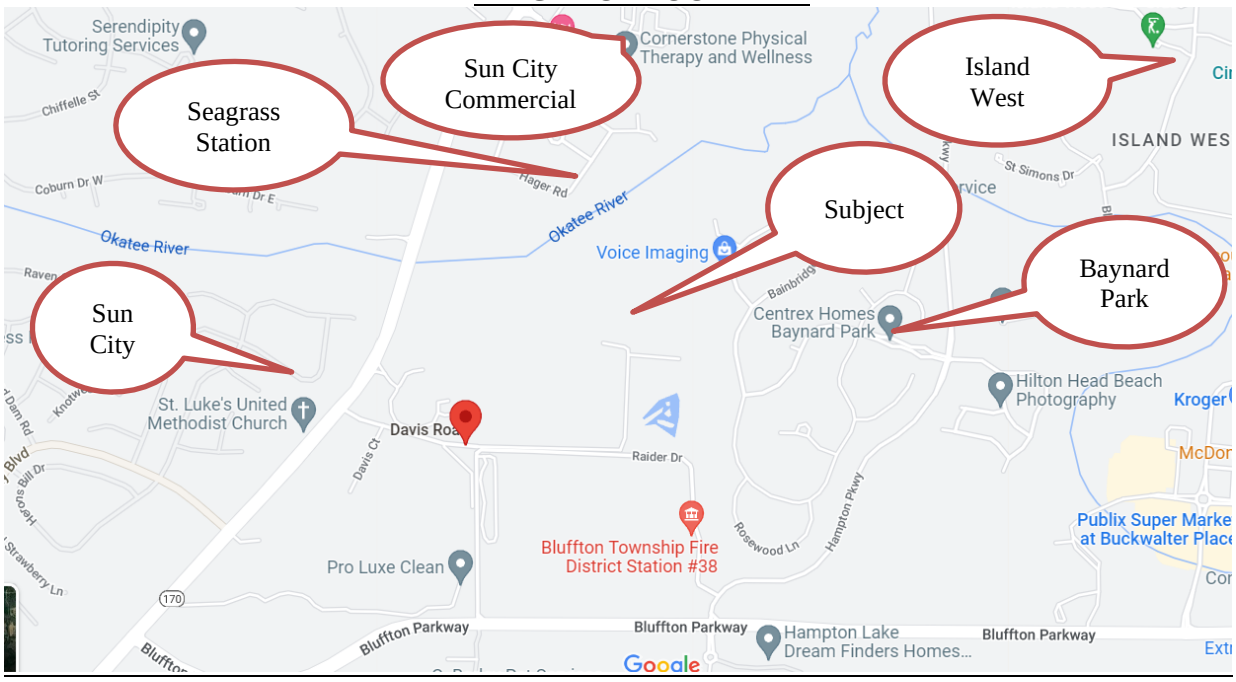
This being the same property or a portion thereof conveyed to Grantor by deed of JLJ Holdings LLC recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 21, 2010 in Deed Book 3046 at Page 2186.

The above legal description is from the most recent deed. Various maps and plats of the subject are reproduced on the following pages.

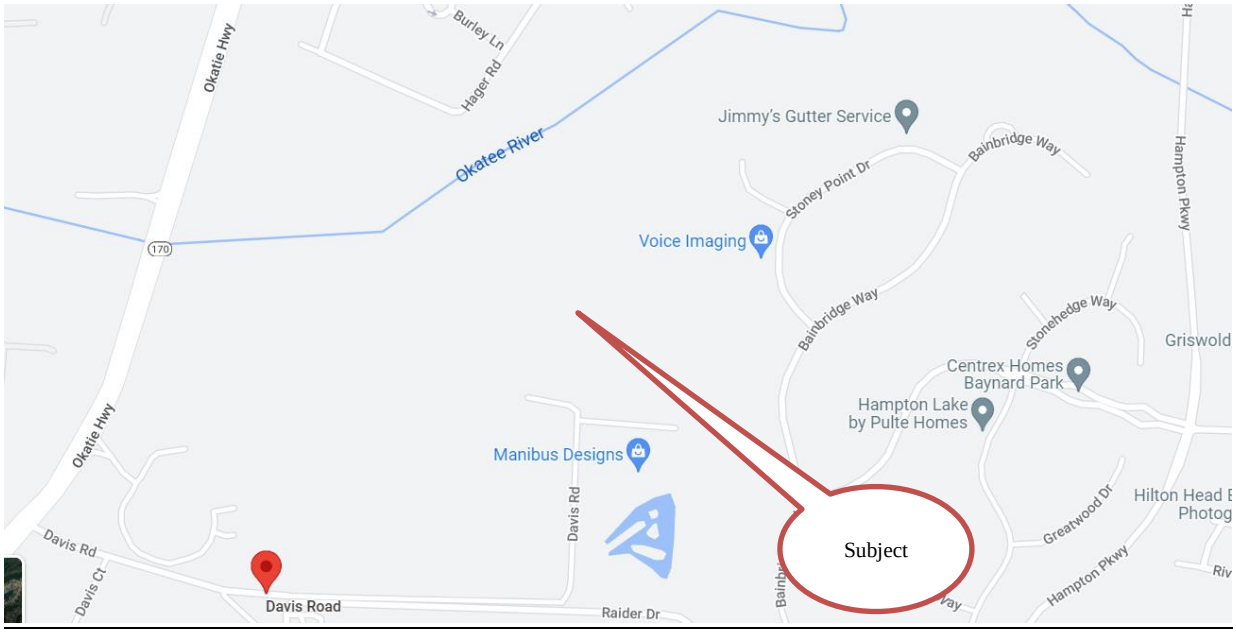
REGION MAP



NEIGHBORHOOD MAP



STREET MAP


Okatie Hwy
Burley Ln
Hager Rd
Okatee River
Jimmy's Gutter Service
Bainbridge Way
Stoney Point Dr
Hampton Pkwy
Voice Imaging
170
Bainbridge Way
Stonehedge Way
Griswold
Centrex Homes
Baynard Park
Hampton Lake
by Pulte Homes
Okatie Hwy
Manibus Designs
Davis Rd
Subject
Greatwood Dr
Hilton Head
Photog
Davis Rd
Davis Ct
Davis Road
Raider Dr
Hampton Pkwy

ASSESSOR'S MAP OF PROPERTY R600 029 000 0054 0000



AERIAL MAP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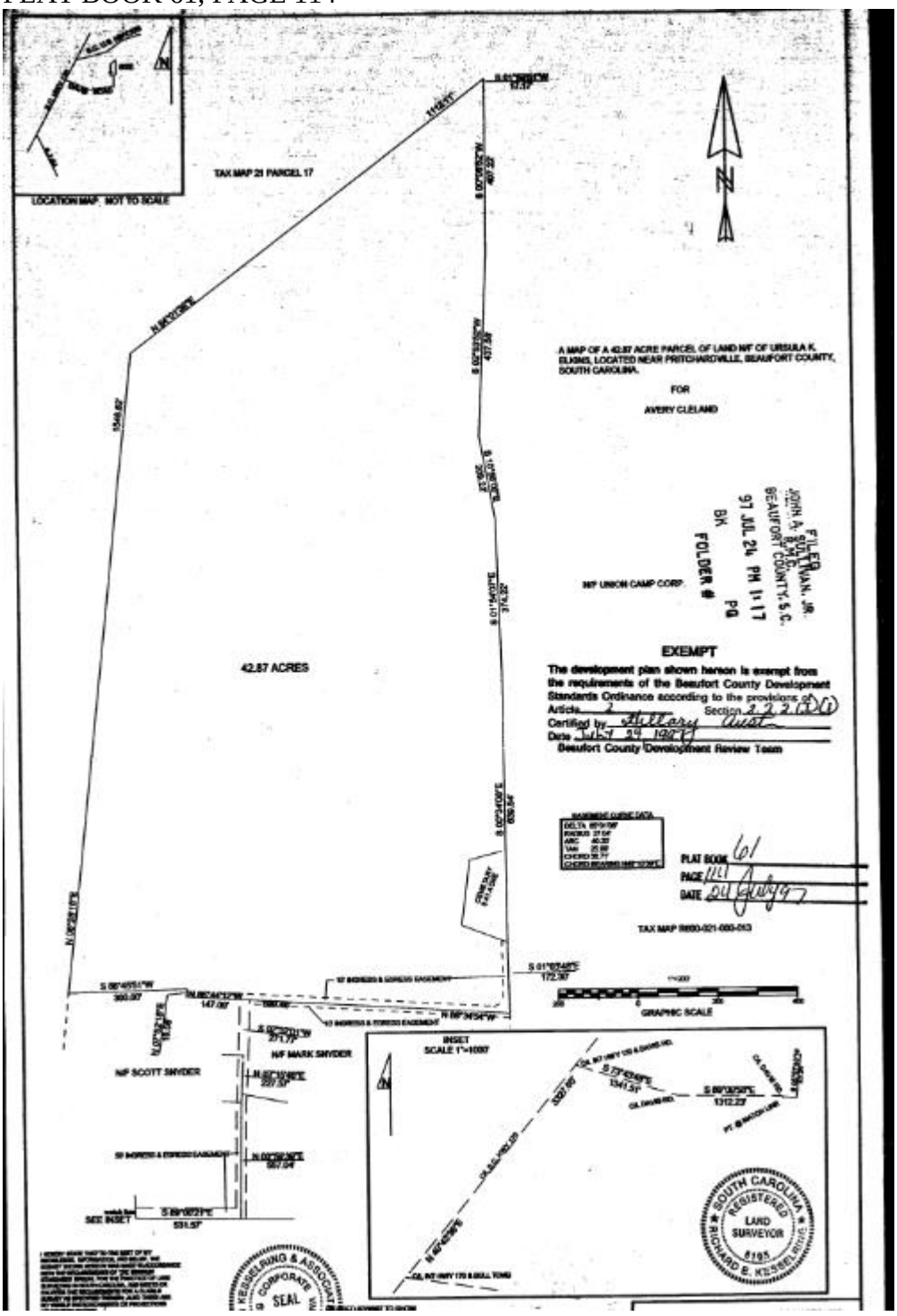
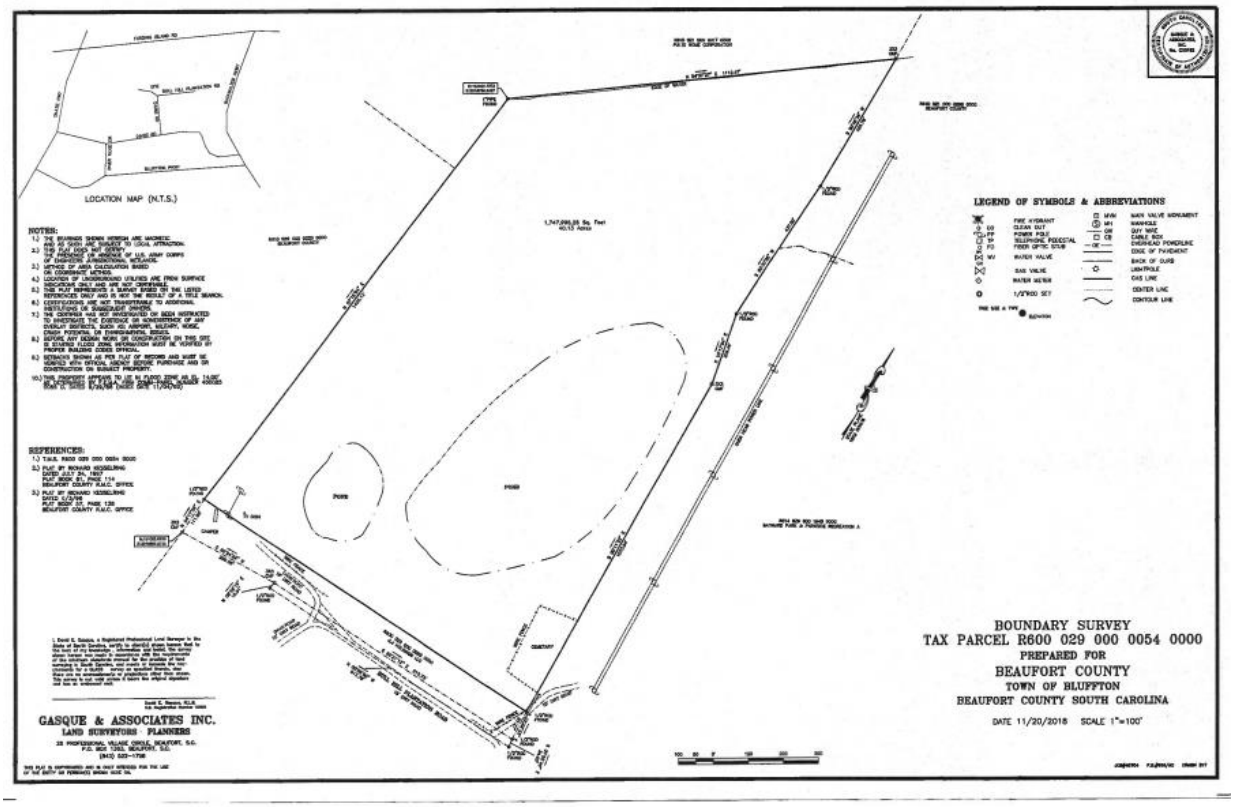
PLAT BOOK 61, PAGE 114



2018 DRAFT PLAT BY GASQUE AND ASSOCIATES



PURPOSE AND DATE OF THE APPRAISAL

The purpose of this appraisal is to estimate the "As Is" Market Value of the fee simple interest as of December 28, 2022.

SCOPE OF APPRAISAL

As a part of this appraisal, a number of independent investigations and analyses were conducted. In addition to the data I compile on a regular basis, the investigation undertaken, and major data sources used are listed below.

AREA NEIGHBORHOOD ANALYSIS - A personal inspection of the neighborhood was made as of the appraisal date. Several sources to include public records, real estate brokerage firms, the Beaufort County Tax Assessor's office, and other appraisers were the basis of a continuing data source for identifying recent sales and trends in the area.

PROPERTY DESCRIPTION AND ANALYSIS – Information pertaining to the subject property was obtained from the property inspection and the Beaufort County Tax Assessor's website.

COST APPROACH – Vacant land is not typically valued using a cost approach. Omission of this approach does not impact the reliability of the value conclusion.

SALES COMPARISON APPROACH - I researched the market for sales of other vacant land tracts in the Greater Beaufort County MSA. After reviewing all data, only those sales considered to be the most applicable to the subject were utilized in the report. The sales were analyzed based on a price per acre basis.

INCOME APPROACH – The subject is not considered income producing property.

INTENDED USE AND INTENDED USERS OF THE APPRAISAL

The intended use of this report will be to aid the client, Beaufort County Open Land Trust, in determining the amount to be paid for a fee simple purchase of the subject property. The client is the sole intended users of this report. The appraiser has not identified any other purchaser, buyer, or seller (property owner) as an intended user of this appraisal and no such party should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use. The appraisal was not prepared for mortgage lending purposes and should not be utilized in lending decisions.

PROBLEM TO BE SOLVED

The problem to be solved is determining the As Is market value of the property. The value is identified as of December 28, 2022, the date of most recent inspection. The property is 40.07 acres located in an unincorporated part of Bluffton. The parcel is partly wooded with a pond and zoned T2R, which permits low-density single-family development. The Beaufort County Land Trust proposes to acquire the property in fee. The problem to be solved is determining the current market value of the property given its physical characteristics and permitted use.

MARKET VALUE DEFINED

The purpose of this report as previously stated is to estimate the market value of the subject property's As Is Fee Simple Interest.

Market Value[1] is defined as:

[1] Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, and Subpart C - Appraisals, 34.42 Definitions (f).

"… the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and each acting in what they consider their own best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."

This definition seeks a value estimate in terms of cash or its equivalent. The terms of comparable transactions are being identified, analyzed and reported in reasonable detail. If financing terms or concessions influenced any sales utilized as comparable, they were adjusted to their cash equivalence. Units of comparison were extracted from these sales and reflect the cash equivalent price.

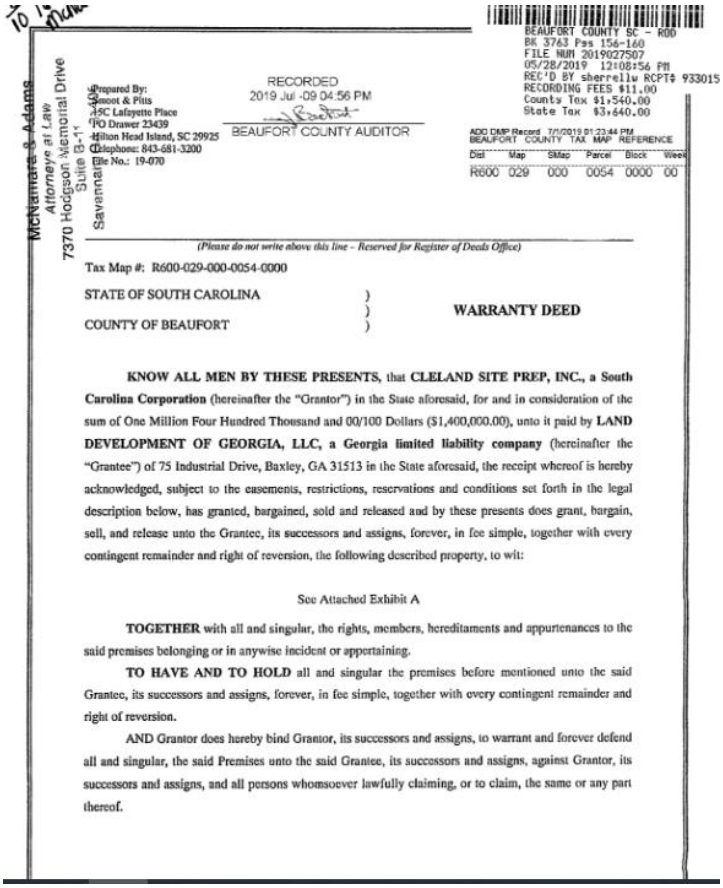
PROPERTY RIGHTS APPRAISED

The 14th Edition of The Appraisal of Real Estate, published by The Appraisal Institute in 2013, provides the following definition for the ownership interests considered in this appraisal:

The **Fee Simple Estate** is *"...absolute ownership unencumbered by any other interest or estate. A fee simple estate is subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*

5 YEAR OWNERSHIP STATUS AND HISTORY OF THE PROPERTY

Per deed records, the property is currently under the ownership of Land Development of Georgia, LLC. The current owner obtained title from Cleland Site Prep, Inc. on May 28, 2019 as shown in Beaufort County Deed Book 3763, beginning on Page 156. Tax stamps on the deed indicate that consideration of $1,400,000 was paid for the property. The deed memorializing the sale is reproduced below:



McNamara & Adams
Attorneys at Law
7370 Hodgson Memorial Drive
Suite B-1
Savannah, GA 31406

Prepared By:
Smoot & Pitts
35C Lafayette Place
PO Drawer 23439
Hilton Head Island, SC 29925
Telephone: 843-681-3200
File No.: 19-070

RECORDED
2019 Jul -09 04:56 PM
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 3763 Pgs 156-160
FILE NUM 2019027507
05/28/2019 12:08:56 PM
REC'D BY sherrellw RCPT# 933015
RECORDING FEES $11.00
County Tax $1,540.00
State Tax $3,640.00

ADD DMP Record 7/1/2019 01:23:44 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R600	029	000	0054	0000	00

(Please do not write above this line – Reserved for Register of Deeds Office)

Tax Map #: R600-029-000-0054-0000

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **CLELAND SITE PREP, INC., a South Carolina Corporation** (hereinafter the "Grantor") in the State aforesaid, for and in consideration of the sum of One Million Four Hundred Thousand and 00/100 Dollars ($1,400,000.00), unto it paid by **LAND DEVELOPMENT OF GEORGIA, LLC, a Georgia limited liability company** (hereinafter the "Grantee") of 75 Industrial Drive, Baxley, GA 31513 in the State aforesaid, the receipt whereof is hereby acknowledged, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

See Attached Exhibit A

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind Grantor, its successors and assigns, to warrant and forever defend all and singular, the said Premises unto the said Grantee, its successors and assigns, against Grantor, its successors and assigns, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

Analysis of Recent Sales, Purchase Offers, or Current Contracts: The most recent sale price of $1,400,000 equates to $34,939 per gross acre and $121,951/usable acre. It is our understanding from the property owner's attorney that the proposed use as of the sale date was multifamily. There was reportedly an announcement prior to the sale regarding the local option sales tax, indicating that part of the proceeds would be used to pave the road leading to the property and extend infrastructure, which did not turn out to be correct. Although the sale is relatively recent, it is noted that the property has over 50% wetlands and a low-density zoning, which limits development options on the site. For these reasons, the sale price may not be indicative of a current value based on more recent sales.

It is our understanding that there was a Rural and Critical Application at the time the property was owned by the previous owner, Cleland Site Prep. There were some title issues being worked out when the then owner received the offer from Land Development of Georgia, which was accepted. It is noted that the Rural and Critical Application does not hinder the property owner from accepting other offers during the due diligence period, allowing the land owner to accept the higher offer at that time.

AREA/NEIGHBORHOOD DATA

The subject is located on the north side of Davis Road, east of Highway 170, in an unincorporated area of Bluffton, Beaufort County, South Carolina. The three major cities in Beaufort County are Hilton Head, Bluffton, and Beaufort. Hilton Head is home to many high-end plantation style neighborhoods as well as a number of historic Gullah neighborhoods.

Bluffton, South Carolina's estimated population is 33,627 according to the most recent United States census estimates. Bluffton, South Carolina is the 15th largest city in South Carolina based on official 2020 estimates from the US Census Bureau. It is the fastest growing municipality in South Carolina, according to the city's webpage.

The population density is 647 people/square mile

The overall median age is 37.5 years, 38.8 years for males, and 35.5 years for females.

The average household income in Bluffton is $102,318 with a poverty rate of 3.93%. The median rental costs in recent years comes to $1,747 per month, and the median house value is $290,800.

Amenities: Bluffton has a designated cultural district and is home to the Geechee Gullah Cultural Heritage trail, May River Theater, and the Heyward House Museum. The Shell Art Trail has 21 giant painted oyster shells placed throughout Bluffton. There are numerous public parks throughout the city, offering outdoor recreation activities.

Hilton Head has at least 24 championship golf courses (see list below), world class tennis facilities, six marinas, one of which can accommodate yachts, and 13 miles of beach front on the Atlantic Ocean. It has 3,000 hotel rooms, 6,000 villas, 150,000 square feet of meeting space, and resort/convention space that can host gatherings up to 2,000. There are 8 beach parks and 12 recreational parks (basketball, soccer, etc.) on the island. In recent years, Hilton Head Island has been showcased as a top island vacation destination by Convention South, Trip Advisor, Fodor's, Travelchannel, and Parent's Magazine. The island offers silver level bicycling (the highest in the state) and a rowing and sailing center is currently under construction. The island offers Broadway Theater at the Performing Arts center, a symphony orchestra, a Coastal Discovery museum, a Heritage Library, and numerous art galleries. Hilton Head hosts the RBC Heritage Pro golf tournament annually.

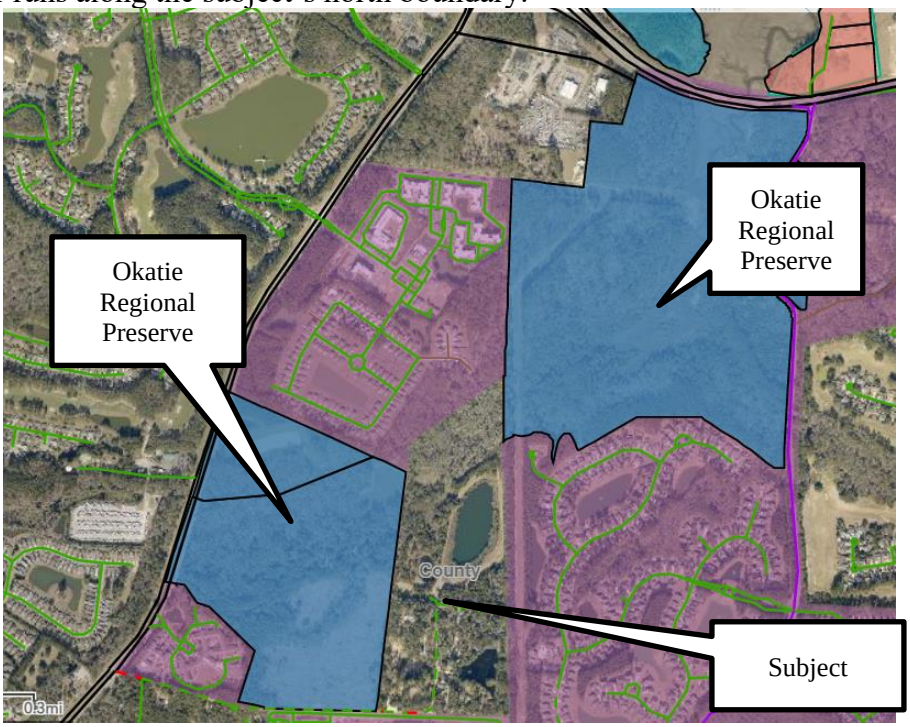
- Bear Creek Golf Club
- Country Club of Hilton Head
- Dolphin Head Golf Course
- Golden Bear Golf Course
- Haig Point Golf Club
- Long Cove Club
- Moss Creek Golf Club
- Oyster Reef Golf Club
- Palmetto Dunes Resort-Arthur Hills Course
- Palmetto Dunes Resort-Fazio Course
- Palmetto Dunes Resort-Robert Trent Jones Course
- Palmetto Hall-Robert Cupp Course
- Port Royal Golf Club-Barony Course
- Port Royal Golf Club –Planter's Row Course
- Port Royal Golf Club-Robber's Row Course
- Sea Pines Country Club
- Sea Pines Resort-Harbor Town Golf Links
- Sea Pines Resort-Heron Point Course
- Sea Pines Resort-Ocean Course
- Shipyard Golf Club-Brigantine/Clipper
- Shipyard Golf Club-Clipper/Galleon
- Shipyard Golf Club-Galleon/Brigantine
- Spanish Wells Club
- The Golf Club at Indigo Run
- Wexford Golf Club

Neighborhood Boundaries: The neighborhood boundaries are Highway 170 to the west, Highway 278 to the north, Bluffton Parkway to the south, and Buckwalter Parkway to the east.

Predominant Type of Development: The predominant type of development is residential. The subject is surrounded by single family development including Baynard Park (gated amenity community) to the east, Seagrass Station (mixed use) to the north, and Bull Hill Plantation (mobile home community) to the south. To the west is a vacant tract owned by Beaufort County. There is also a vacant county owned tract to the north. Other notable large-scale developments in the area include Sun City, across Highway 170 to the west, Island West to the northeast, and Palmetto Bluff to the south. Other nearby properties include River Ridge Academy, a Pre-K through 8th grade school on the south side of Davis Road and NHC Healthcare, a rehab and assisted living facility located on the northeast corner of Davis Road and Highway 170. Most commercial properties in the area are along Highway 278 or Buckwalter Parkway.

Percent Built Out: The following excerpt from Bluffton's Comprehensive Plan discusses how much of the area is built out. ***"****Bluffton encompasses approximately 54.04 square miles (approximately 34,584 acres) in land area, approximately 10.71% of Beaufort County's 579 square miles. This was a significant change from the one square mile town in 1990. The 1990 population density was 1.15 persons per acre. Once a majority of the land was annexed, the population density dropped to 0.19 persons per acre because little of the annexed area was developed. At the time of the 2010 Census, Bluffton's geographical boundary was 51.03 square miles resulting in 244.2 persons per square mile. Assuming Bluffton's current 54.04 square mile geographic boundary and an estimated "build-out" population of 63,653, the Town's resulting population density is calculated at 1,178 persons per square mile within the Town's limits. But population projections from development agreement schedules would support a "build-out" population of 47,310 by 2025, resulting in a density of 1.38 persons per acre for the land currently with Town limits. By comparison, Hilton Head Island encompasses nearly 34.2 square miles, with a 2010 population density of 896.9 persons per acre that the US Census Bureau estimates increased slightly to 927.61 persons per acre by 2012."*

Immediately Adjoining Properties: Seagrass Station and Owner's Association property to the north, vacant land owned by Beaufort County to the west and northeast, Baynard Park, Parkside, and Baynard Park owner's association property to the east, and a 2.8 acre strip of land owned by JLJ Holdings, LLC to the south, beyond which is Bull Hill Plantation mobile home park. It is noted that the Beaufort County owned lands to the west and northeast are part of the Rural and Critical Lands' Okatie Regional Preserve Project (shown in blue on the map below). The Okatie River runs along the subject's north boundary.

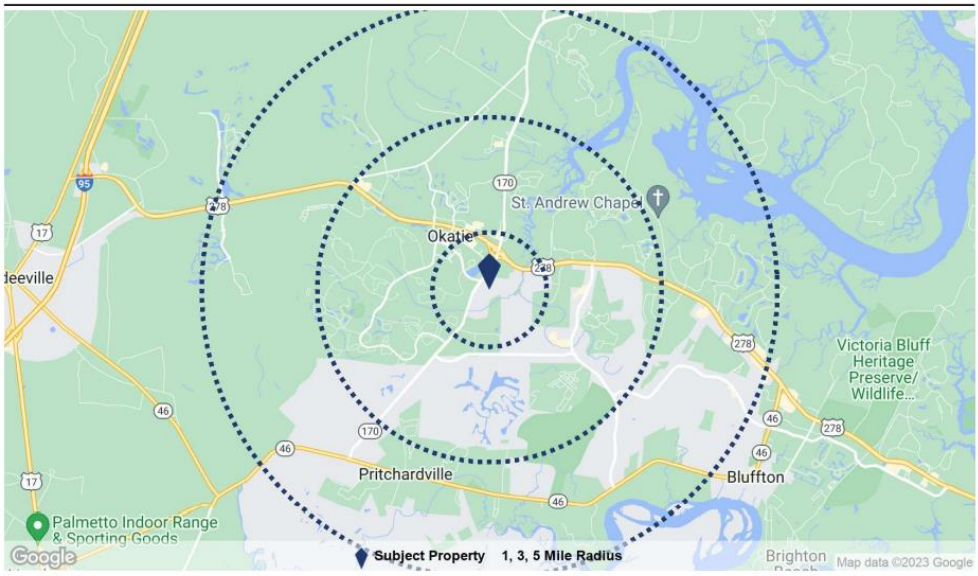


Neighborhood Life Cycle and Trends: Neighborhoods typically evolve through four stages of development: growth, stability, decline, and revitalization. Bluffton is considered in the growth stage with substantial annexations having taken place to accommodate population growth.

Demographics including population, income data, and nearby traffic counts in the area of the subject are shown below:

Population (1 mi)	Avg. HH Size (1 mi)	Avg. Age (1 mi)	Med. HH Inc. (1 mi)
2,858	2.3	54	$75,502

DEMOGRAPHIC RADIUS RINGS



DEMOGRAPHIC SUMMARY

Population	1 Mile	3 Mile	5 Mile
2022 Population	2,858	33,634	60,540
2027 Population	3,235	38,199	68,722
Pop Growth 2022-2027	13.2%	13.6%	13.5%
2022 Average Age	54	49	46
Households			
2022 Households	1,208	13,949	24,278
2027 Households	1,351	15,750	27,474
Household Growth 2022-2027	11.8%	12.9%	13.2%
Median Household Income	$75,502	$81,613	$79,225
Average Household Size	2.3	2.4	2.5
Average HH Vehicles	2	2	2
Housing			
Median Home Value	$307,314	$303,018	$310,022
Median Year Built	2004	2006	2006

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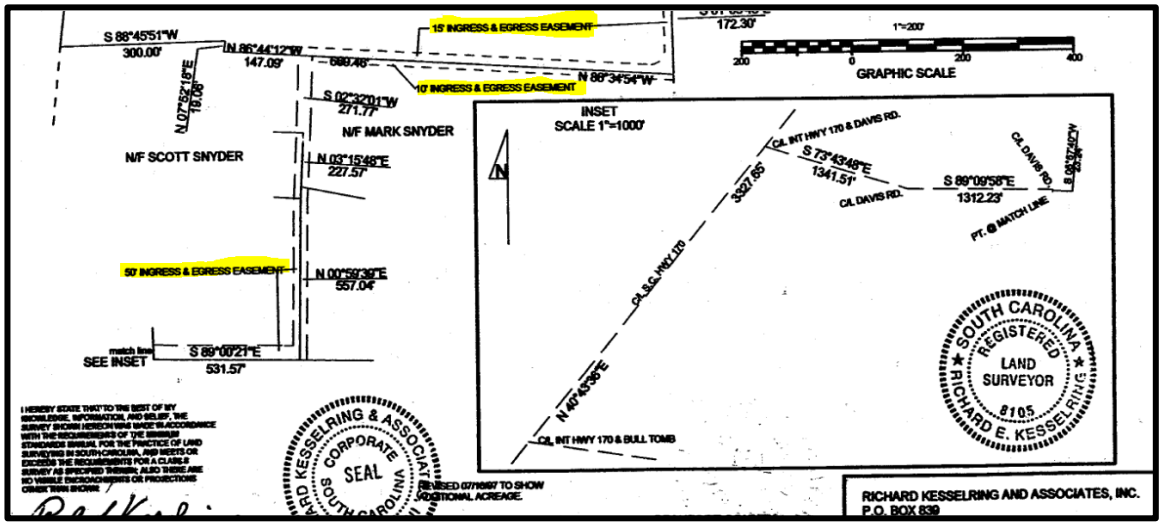
BEAUFORT	179	US 278	SC 170 (OKATIE HWY) TO SC 46 (BLUFFTON RD), L- 4790	64700	2021
BEAUFORT	181	US 278	SC 46 (BLUFFTON RD), L- 4790 TO S- 242 (FORDING ISLAND RD EXT)	47900	2021
BEAUFORT	183	US 278	S- 242 (FORDING ISLAND RD EXT) TO S- 79 (SPANISH WELLS RD), L- 79	57400	2021
BEAUFORT	185	US 278	S- 79 (SPANISH WELLS RD), L- 79 TO US 278 BUS (WILLIAM HILTON PKWY)	59200	2021

SITE DESCRIPTION

The property is located at the north end of Davis Road, north of Bull Hill Plantation Road and has 40.07 total acres per the legal description and the county tax records. It is identified by the tax assessor as PIN# R600 029 000 0054 0000.

Road Frontage: The property does not have direct road frontage and is accessed via several easements from Davis Road (see below).

Vehicular Access/Exposure: The property is accessed via a 50', 10' and 15' access easement. See Plat Excerpt Below with easements highlighted in yellow:



Land Size: 40.07-acre gross size; 11.89 acre estimated upland size (see wetlands discussion in following paragraph). The usable size is estimated at 11.48 acres in consideration that the 0.41 acre cemetery located in the southeast corner of the site is also not likely usable and does not appear to fall within the wetland area.

ACREAGE SUMMARY CHART		
Gross Size:	40.07 acres	100%
Ponds:	8 acres	20%
Wetlands:	20.18 acres	50%
Cemetery:	0.41 acres	1%
Usable Size:	11.48 acres	29%

As shown, the site has 50% wetlands, 20% ponds, and 1% cemetery. The usable size is estimated at 29% of the total site size.

Wetlands: The US Army Corps of Engineers is the authority for formally delineating wetlands. No formal wetland delineation was provided, and the appraiser estimated the wetlands on the tract based on the following sources: 1) National Wetlands Inventory, 2) Google Earth's NWI overlay, and 3) the Tax Assessor's online GIS map wetland overlay and measuring tool. NWI was given primary reliance when possible.

NWI showed three ponds of 5.66 acres, 2.02 acres, and 0.32 acre. Total ponds are 8 acres. These would likely be treated as wetlands by the Corps of Engineers.

NWI also identified a 7.76-acre wetland and a 0.42 acre wetland. The wetlands on the north end of the tract also extend over other

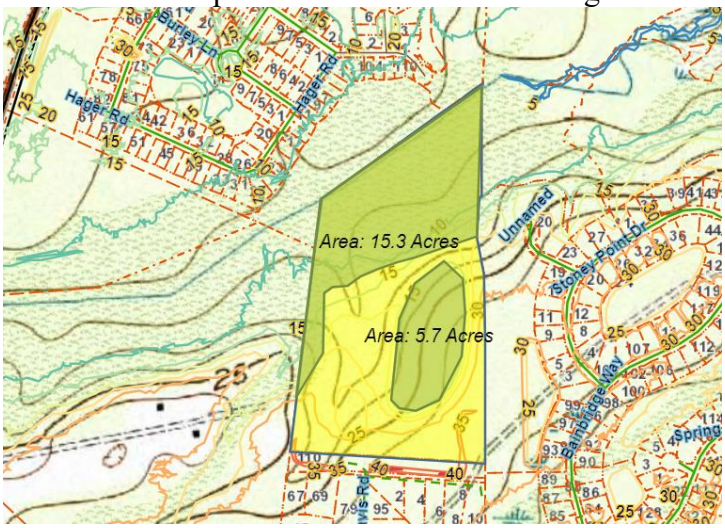
parcel #s, so the NWI map, which only shows the total size of the wetland, could not be used. This wetland is estimated to cover around 12 acres based on the Google Earth measuring tool and the NWI overlay. Total wetlands is around 20.18 acres. Wetlands plus ponds totals 28.18 acres.

A map showing the NWI totals is shown below followed by the Assessor's wetlands overlay map, which shows a different total amount. We have relied on the NWI numbers as being the more reliable source. If wetlands are a concern, a formal survey is recommended to determine the exact amount of developable upland area.

NWI Wetland Map



Assessor's Wetland Overlap with Size Determined Using Measurement Tool



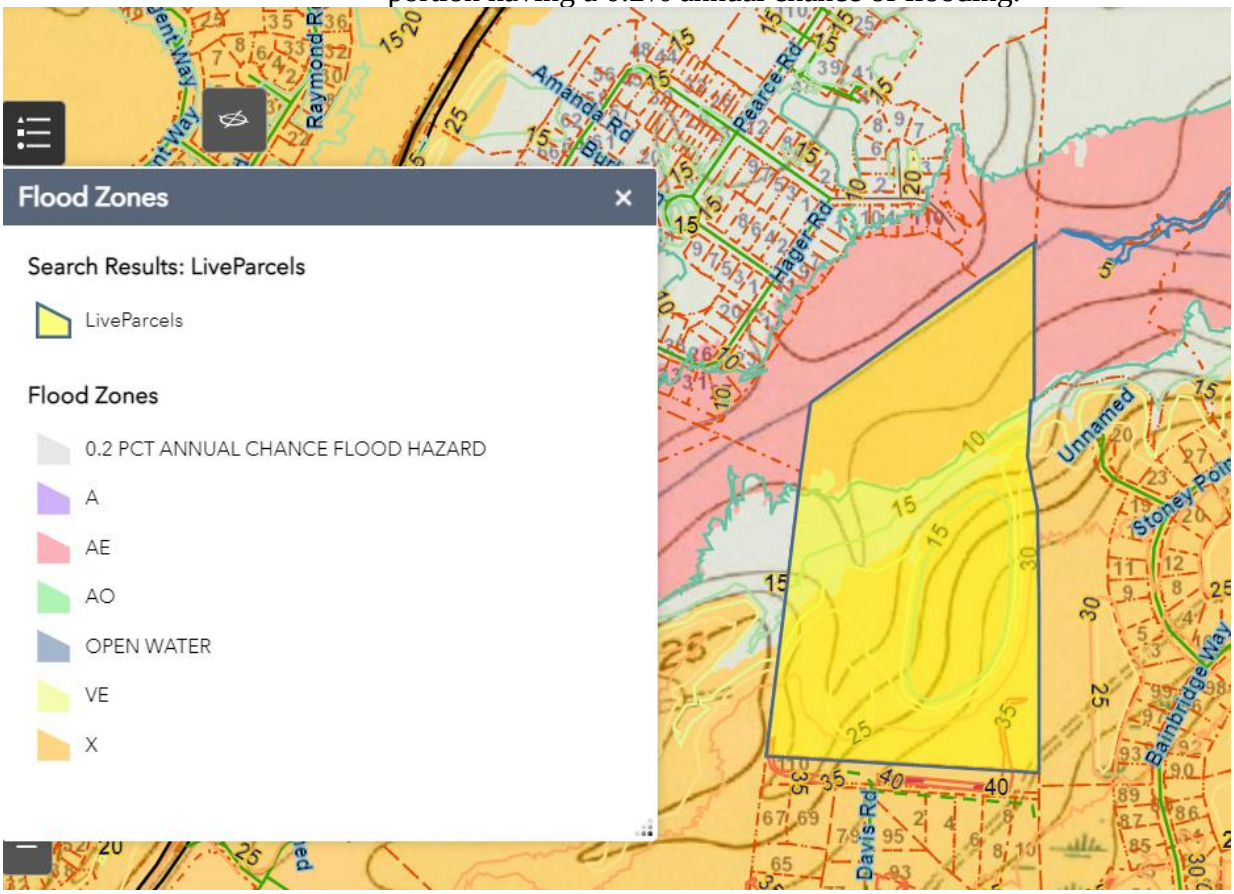
Municipal Boundaries: The subject is in an unincorporated area; however, most of the surrounding property is in the Town of Bluffton (shaded in purple).



Site Shape: Irregular/Rhomboid

Drainage/Topography: The property is gently sloping with the higher elevations along the south and east portions, sloping down towards the north and west. The tract has a combination of ponds, wooded, and cleared areas with some areas of young, planted pines which are not considered large enough to have any merchantable value. Based on the assessor's online maps, the site has a large pond with an estimated size of around 5.66 acres and a ± 12-acre wetland on the site's north end with other ponds and wetlands scattered throughout the tract as shown in a previous section. Drainage would be assumed to occur towards the larger pond and wetland areas to the north. The site is traversed by several cleared paths including one which encircles the pond and is presumably used for dirt biking.

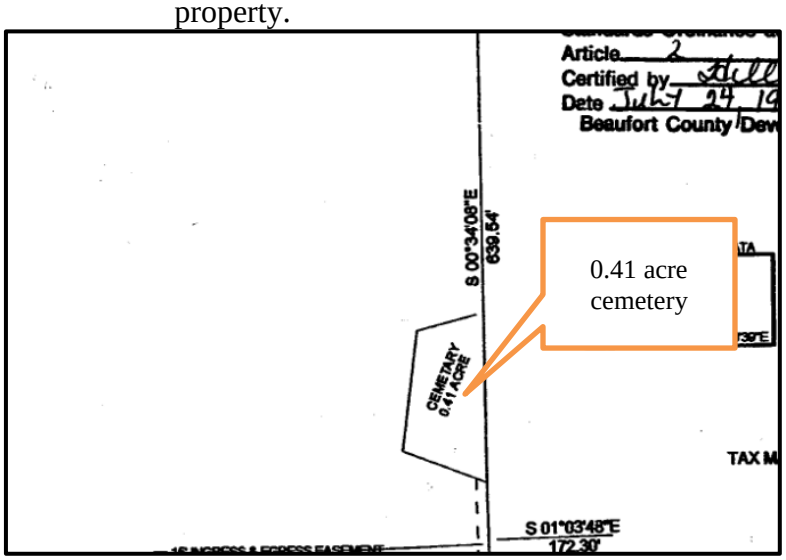
Flood Zone: Based on a review of the tax assessor's flood map overlay shown below, the property appears to be partly in zones AE and X with a portion having a 0.2% annual chance of flooding.



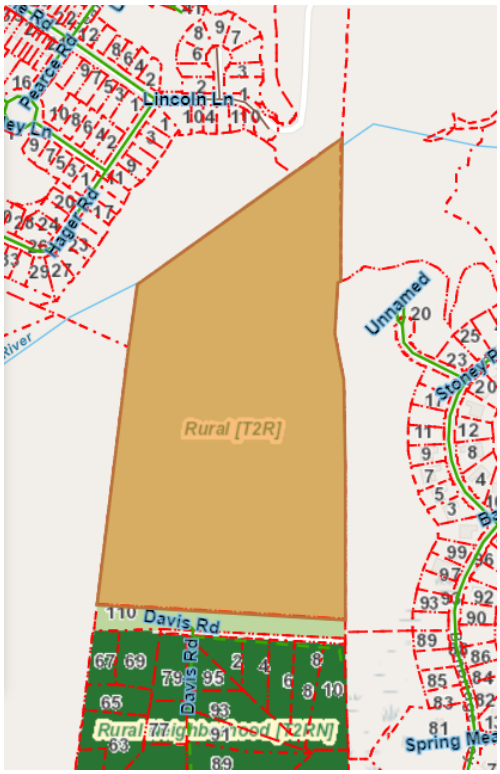
Utilities: We assume water and sewer are not currently to the to the site. The subject is in proximity to several relatively dense large-scale

development. Utilities may be in reasonable proximity. Annexation into Bluffton may be required to access these utilities. Cost of extending infrastructure to the site was not provided and estimating such cost is outside the scope of this appraisal.

Easements/Encroachments: Previously noted access easements. The plat shows an 0.41-acre cemetery near the southern property line. There is an overhead powerline easement to the east that does not appear to be on the property.



Zoning: The subject is zoned T2R according to the tax assessor's GIS website. See zoning map below:



The following excerpt from the zoning ordinance describes the T2R zoning district.

> The Rural (T2R) Zone 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.
>
> The T2 Rural Zone implements the Comprehensive Plan goals of preserving the rural character of portions of Beaufort County.

As shown below, specifically permitted uses within the T2R zoning district include agriculture and crop harvesting, agricultural support services, forestry, single family detached residence, group home, day care (up to 8 clients), community public safety facility, park, playground or other outdoor recreation area, golf course, primitive campground, or semi-developed campground. Other uses on the list are conditional or require special use permit.

Agricultural		
Agriculture & Crop Harvesting		P
Aquaponics	4.1.430	S
Agricultural Support Services		P
Animal Production	4.1.30	C
Animal Production: Factory Farming	4.1.30	S
Seasonal Farmworker Housing	4.1.90	C
Forestry		P
Commercial Stables	4.1.50	C
Residential		
Dwelling: Single-Family Detached Unit		P
Dwelling: Family Compound	2.7.40	C
Dwelling: Group Home		P
Home Office	4.2.90	C
Home Business	4.2.80	C
Cottage Industry	4.2.40	C
Retail & Restaurants		
General Retail 3,500 SF or less	4.1.120	C
Gas Station/Fuel Sales	4.1.100	S

Offices & Services		
Animal Services: Kennel	4.1.40	C
Day Care: Family Home (up to 8 clients>		P
Lodging: Short-Term Housing Rental (STHR)	4.1.360	S
Lodging: Inn (up to 24 rooms)	7.2.130	S

Recreation, Education, Safety, Public Assembly		
Community Public Safety Facility		P
Institutional Care Facility	7.2.130	S
Detention Facility	7.2.130	S
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	S
Park, Playground, Outdoor Recreational Areas	2.8	P
Recreation Facility: Commercial Outdoor	4.1.200	S
Recreation Facility: Golf Course		P
Recreation Facility: Primitive Campground	4.1.190	P

Recreation Facility: Semi-Developed Campgroud	4.1.190	P
Ecotourism	4.1.330	C
Infrastructure, Transportation, Communications		
Airport, Aviation Services	7.2.130	S
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Waste Management: Community Waste Collection & Recycling	4.1.290	C
Waste Management: Regional Waste Transfer & Recycling	4.1.300	S
Waste Management: Regional Waste Disposal & Resource Recovery	4.1.310	S
Wireless Communications Facility	4.1.320	S
Industrial		
Mining & Resource Extraction	4.1.160	S

Key
P Permitted Use
C Conditional Use
S Special Use Permit Required

Development Standards within the T2R zoning classification are shown below:

C. Building Placement		
Setback (Distance from ROW/Property Line		
Front	50' min.	Ⓐ
Side Street	50' min.	Ⓑ
Side		
Side, Main Building	18' min.	Ⓒ
Side, Ancillary Building	10' min.	
Rear	50' min.	Ⓓ
Lot Size (Half Acre Minimum)		
Width	100' min.	Ⓔ
Depth	n/a	Ⓕ
Miscellaneous		
Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front-most immediately adjacent property.		
D. Building Form		
Building Height		
Main Building	2 stories max.	Ⓖ
Ancillary Building	2 stories max.	
Ground Floor Finish Level [1] Footprint	No minimum	
Maximum Lot Coverage [2]	n/a	

Miscellaneous
Loading docks, overhead doors, and other service entries may not be located on street-facing facades.
Notes
[1] Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.
[2] Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.

E. Gross Density [3]		
	T2 Rural	T2 Rural-I
Gross Density	0.34 d.u./acre	0.20 d.u./ acre
[3] Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)		

Density = 0.34 DU per acre

F. Encroachments and Frontage Types		
Encroachments		
Front	5' max.	Ⓗ
Side Street	5' max.	Ⓘ
Side	5' max.	Ⓙ
Rear	5' max.	Ⓚ
Encroachments are not allowed within a Street ROW/Alley ROW, or across a property line.		
See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.		
Allowed Frontage Types		

Common Yard	Porch: Engaged	
Porch: Projecting		
G. Parking		
For parking space requirements see Table 5.5.40.B (Parking Space Requirements).		
Location (Setback from Property Line)		
Front	50' min.	Ⓛ
Side Street	50' min.	Ⓜ
Rear and interior side yard parking setbacks are governed by the applicable perimeter buffer (see Tables 5.8.90.D and 5.8.90.F) and any other required buffers.		Ⓝ

Conclusion:

The following are the appraiser's conclusions of the positive and negative features of the site.

Positive features: The subject site is well located near Highway 170 and in proximity to commercial services and large-scale subdivisions.

Negative features: The subject lacks visibility from a major fronting street and access is via unpaved easements. The site is heavily impacted by wetlands, which limits development potential as development within wetland areas is not typically permitted. The T2R zoning is fairly restrictive in regard to lot size and density with the minimum lot size being ½ acre and gross density limited to 0.34 DUs (developable units) per acre. Based on this restriction, the number of permitted units is only 13 (40.07 gross acres x 0.34 DU/Acre = 13.6 units). Relatively few alternate uses are allowed within this district without conditional approval or special permit.

.

OTHER LEGAL CONSIDERATIONS

The opinions of value expressed within this appraisal report are made contingent upon the tract being free of any and all types of contamination, i.e. hazardous substances, including without limitations, petroleum leakage, asbestos, polychlorinated biphenyl's, agricultural chemicals, urea formaldehyde or other environmental conditions. The appraiser is not qualified to test for or identify such substances or conditions. Subsequently, if the presence of such substances or conditions is determined to exist, I reserve the right to adjust my conclusions of value accordingly.

It is assumed that there are no adverse easements or encroachments located on the property. If so identified by survey or title search there may be a resulting change in property value. The users of this report agree to so supply the appraiser with any such encumbrances once they are identified and agree to permit a revaluation without prejudice or demand for damages.

To my knowledge, there are no legal encumbrances, restrictions, covenants, easements, or encroachments, which would negatively affect the use, marketability or value reported.

PROPERTY PHOTOS



View of interior of subject



View along Davis Road



View of interior of tract



View of tract interior



Overhead powerline easement to east of subject



Interior of subject



Interior of tract



Interior of subject – cleared area



Interior of tract



Interior of tract showing very young planted pines



Interior of tract



Interior of tract



Interior of tract



Interior of tract – cleared area



Interior showing dirt bike path



View of tract



View of tract



View of tract



View along Bull Hill Plantation Road



View along Bull Hill Plantation Road



View along Bull Hill Plantation Road

REAL ESTATE TAX

The Beaufort County Tax Assessor's Office prepares all appraisal reports in Beaufort County utilized for taxing purposes. The subject's tax card and estimated taxes are shown below:

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R600 029 000 0054 0000	07085094	,	10/8/2022	2022	2021

Current Parcel Information

Owner	LAND DEVELOPMENT OF GEORGIA LLC	Property Class Code	ResVac Platted&Unplatted
Owner Address	1978 HATCH PKWY S BAXLEY GA 31513	Acreage	40.0700
Legal Description	SUBJ TO ROLL BACK TAX LIEN POR OF URSULA K ELKINS PROP DB846 PG2419 PB61 PG114*TOT AC INCL 0.41 AC CEMETARY MGFM:KEY#7085101 5-21-98 SPLIT 6/99 0.40 AC 29/85 ACERAGED ADJUSTED PB61 P114 6/08 2.80 AC 29/55 RESTORED BY DB2656 PG193 10-26-07		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2022	$1,406,300		$1,406,300	$21,608.64	$0.00
2021	$1,406,300		$1,406,300	$21,152.99	$24,400.94
2020	$1,406,300		$1,406,300	$20,461.07	$23,630.23
2019	$3,304,800		$3,304,800	$162.33	$261.68
2018	$3,304,800		$3,304,800	$158.58	$158.58
2017	$1,790,100		$1,790,100	$161.59	$161.59
2016	$1,790,100		$1,790,100	$160.32	$160.32
2015	$1,790,100		$1,790,100	$155.44	$155.44
2014	$1,790,100		$1,790,100	$154.35	$154.35
2013	$1,790,100		$1,790,100	$152.30	$152.30
2012	$2,753,973		$2,753,973	$145.72	$145.72

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
CLELAND SITE PREP INC	3763 156	5/14/2019	Fu		$1,400,000
JLJ HOLDINGS LLC	3046 2186	12/21/2010	Ge		$10
CLELAND AVERY E	2656 193	10/26/2007	Fu		$10
ELKINS URSULA K ST RTE 6	846 2419	3/13/1996	Fu		$225,000
		12/31/1776	Or		$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

The assessor's value for the property is $1,406,300, similar to the recent sale price. Annual taxes are shown on the tax card as $21,608.64.

HIGHEST AND BEST USE

Highest and Best Use is defined in "The Appraisal of Real Estate", 13th Edition, Appraisal Institute, 2014, as: "the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

The determination of highest and best use includes identifying the motivation of probable purchasers. The highest and best use of the subject is related to supply and demand factors, while also considering legal limitations on use imposed by the zoning ordinance.

Highest and Best Use - As If Vacant

The highest and best use of the site as though vacant is the use that brings the highest return to the land after the three other agents of production, labor, capital and coordination have been compensated. In the highest and best use as if vacant analysis the following criteria will be addressed: *legal permissibility, physical possibility, financial feasibility, and maximum profitability*.

Legally Permissible: The subject's zoning district encourages low to moderate density residential development and allows for a fairly narrow variety of uses as discussed. Permitted uses include agriculture and crop harvesting, agricultural support services, forestry, single family detached residence, group home, day care (up to 8 clients), community public safety facility, park, playground or other outdoor recreation area, golf course, primitive campground, or semi-developed campground.

Physically possible: The size, shape, topography and availability of public utilities impose physical constraints upon the types of uses possible for any site. The site is of sufficient size to accommodate most types of development within the permitted uses. The wetlands including ponds, and the cemetery likely hinder development of around 71% of the site.

Financially Feasible: Any use of the site which provides a financial return to the land in excess of that required to satisfy operating expenses, financial yields on capital, and capital amortization is considered financially feasible, albeit such performance may be less than that available from alternative financial investments. Development trends set the agenda for the type of use that would be feasible for the site. Observation of the subject's neighborhood reveals a mix of varying density residential uses. Therefore, based on the existing land uses in the subject's neighborhood, development of the site for residential use is concluded to be the most probable and financially feasible of potential uses.

Maximally Productive: The use which has the most probable prospect of producing the greatest amount of monetary profit is the Highest and Best Use of the site given the constraints sketched above as limitations upon those uses which would be considered.

Based on the surrounding land uses and current zoning of the property, the Highest and Best Use of the site as vacant would most likely be in the form of residential use. Current zoning limits the density to around 13 units total.

EXPOSURE TIME

In USPAP, the Comment to Standards Rules 1-2(c)[2] states:

> *"When the purpose of an assignment is to develop an opinion of market value, the appraiser must also develop an opinion of reasonable exposure time linked to the value opinion."*

The USPAP Statement on Appraisal Standards No. 6 goes on to define exposure time as:

> *"The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market."*

Based on sales histories of similar properties, statistical information about days on the market and interviews with market participants, it is our opinion that a reasonable exposure time for the subject property is 6-18 months; the Marketing Time is considered the same.

THE VALUATION PROCESS

The valuation process requires the understanding of the social, economic, governmental, and environmental influences that affect the subject property. The descriptive sections of this report, i.e., area analysis, neighborhood analysis, site analysis, highest and best use, etc., relate how these forces affect the subject property, and build a framework for solving the appraisal problem. There are three approaches that may be used in the appraisal of real property. These approaches to value include the Cost Approach, the Sales Comparison Approach and the Income Approach. Although each of the three approaches is interrelated, each offers a separate indication of value.

The Cost Approach is that approach in appraisal analysis that is based on value derived by adding the estimated value of the land to the reproduction or replacement cost of the improvements, minus any depreciation related to the property from all causes. It is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site in which there exists no comparable properties on the market. The principle of substitution is basic

[2] USPAP 2004 Edition, ©The Appraisal Institute

to the cost approach. The principle of substitution generally states that a prudent purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property. *The property is vacant land and the cost approach is not considered meaningful and therefore omitted.*

The Sales Comparison Approach is a direct comparison of known market transactions of similar properties. This approach is considered the most reliable when sufficient information is available in order to make a unit comparison, and a supportable value indication can be obtained. The most significant factor within the Sales Comparison Approach is the Principle of Substitution, which generally states that a prudent purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property. *This approach is considered the most applicable approach to value vacant land providing that adequate comparables can be located. A Sales Comparison Approach was performed.*

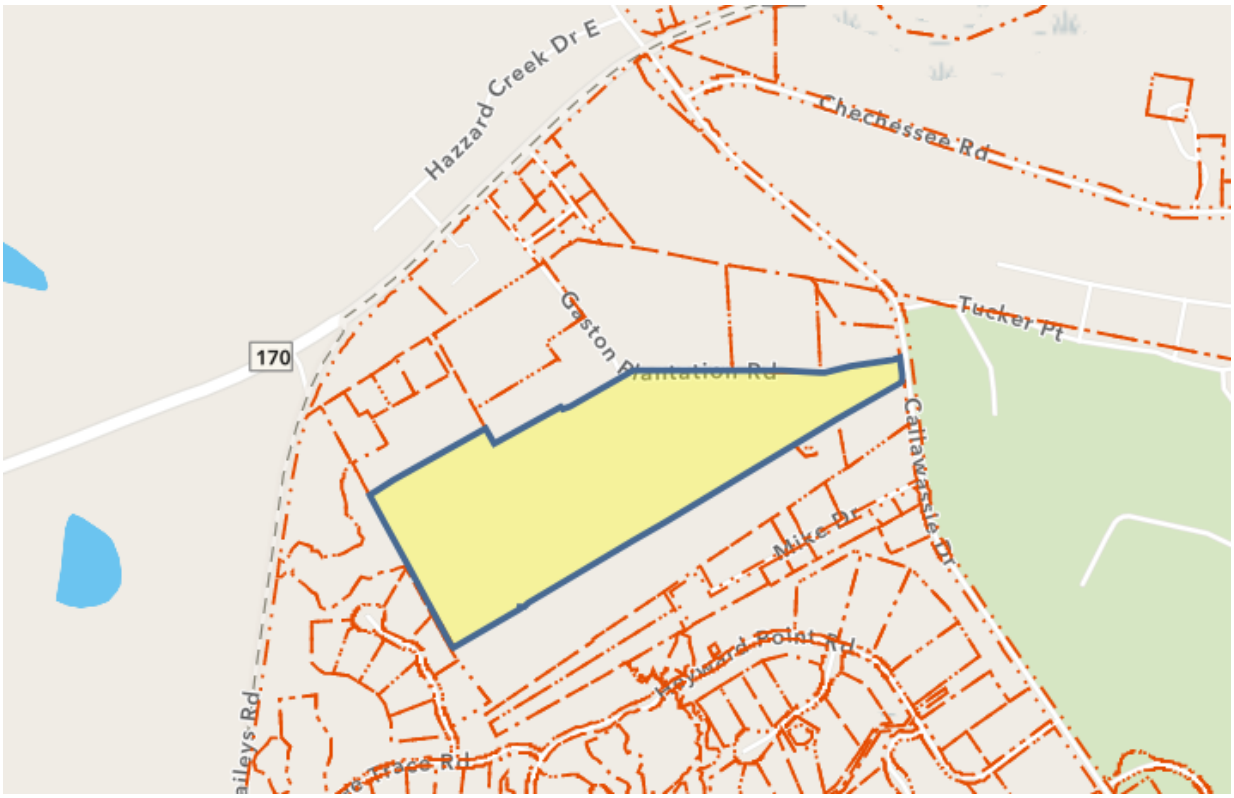
The Income Approach is that procedure in the appraisal analysis that is based upon known or projected earnings, less proper deductions for vacancy allowance and operating expenses. This net income is then capitalized into an indication of value by utilizing actual capitalization rates taken from the market. This approach to value is considered most reliable when a sufficient amount of income and expense data is available. The principle of anticipation is fundamental to the income approach. The principal of anticipation is the perception that value is created by the expectation of benefits to be derived in the future. *We have not performed an income approach as it is not applicable to the valuation of this vacant land.*

SALES COMPARISON APPROACH

The Sales Comparison Approach to Value is a process of comparing market data; that is, the price paid for similar properties, prices asked by owners, and offers made by prospective purchasers willing to buy, rent, or lease. Market Data is good evidence of value because it represents the actions of users and investors. The Sales Comparison Approach is based on the principle of substitution which states that a prudent person will not pay more to buy or rent a property than it will cost him to buy a comparable substitute property. The Sales Comparison Approach recognizes that the typical buyer will compare asking prices and work through the most advantageous deal available. In the Sales Comparison Approach, the appraiser is an observer of the buyer's actions. The buyer is comparing those properties which constitute the market for a given type and class.

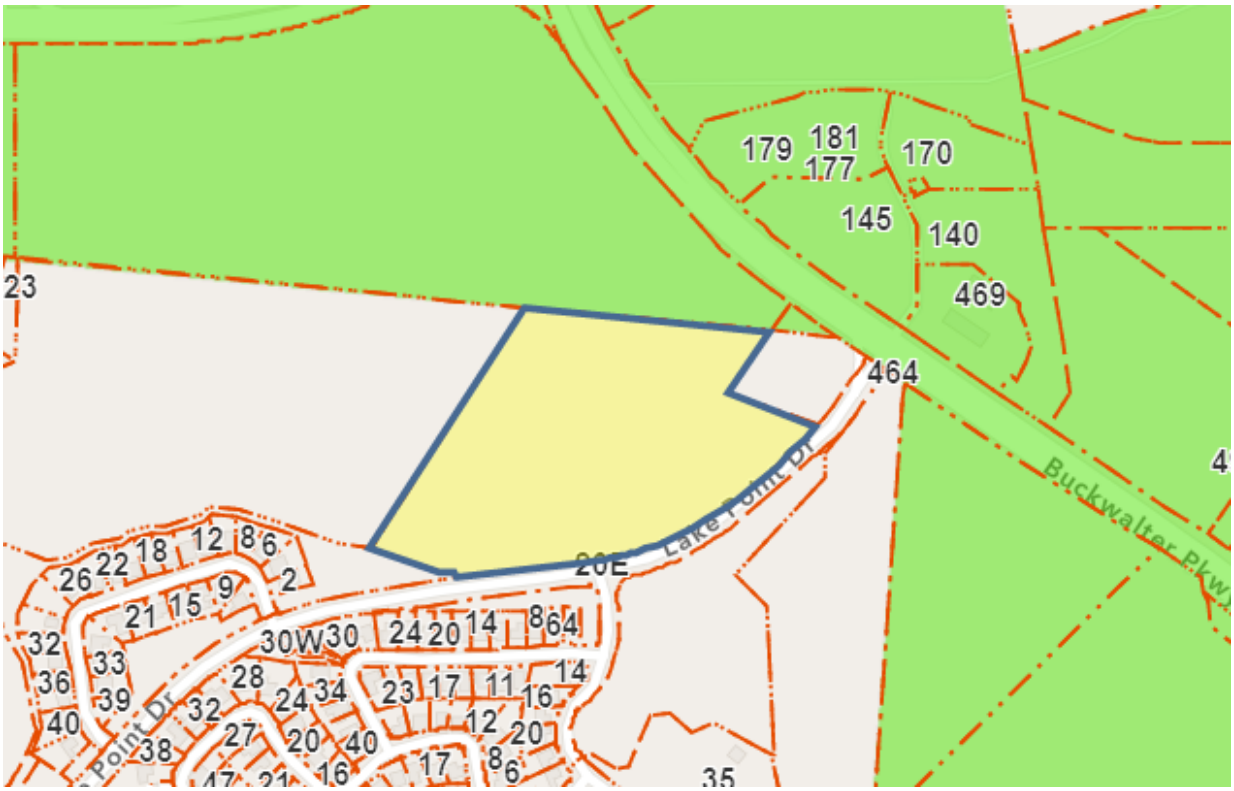
We have made a search for comparable properties that have sold which are representative of the actions of buyers and sellers in the market for this particular property type. The subject is 40.07 acres with 11.48 acres of estimated usable area. We have chosen sales that are estimated to have a similar residential highest and best use which range from 10.5 acres to 56 acres in order to bracket the subject's size. The sales occurred in 2021 to 2022 and we have also included two current listings. The sales are presented as follows:

LAND SALE 1



LOCATION:	60 Gaston Plantation Road Beaufort County, South Carolina PIN#: R600 009 000 0113 0000
GRANTOR:	K&R Development, LLC
GRANTEE:	C3 Golf, LLC
SALE DATE:	March 29, 2022
SALE PRICE:	$2,800,000
DEED REFERENCE:	4131/1719
FINANCING:	Cash to seller; no effect on price.
LAND SIZE:	56 acres with around 46.3 usable acres
ZONING:	T2R
PRICE PER ACRE:	$60,475/upland acre $50,000/gross acre
COMMENTS:	This property was advertised on Loopnet as Phase 2 of a campground; however, the buyer's name suggests a possible golf course, which is also an allowable use under the zoning.

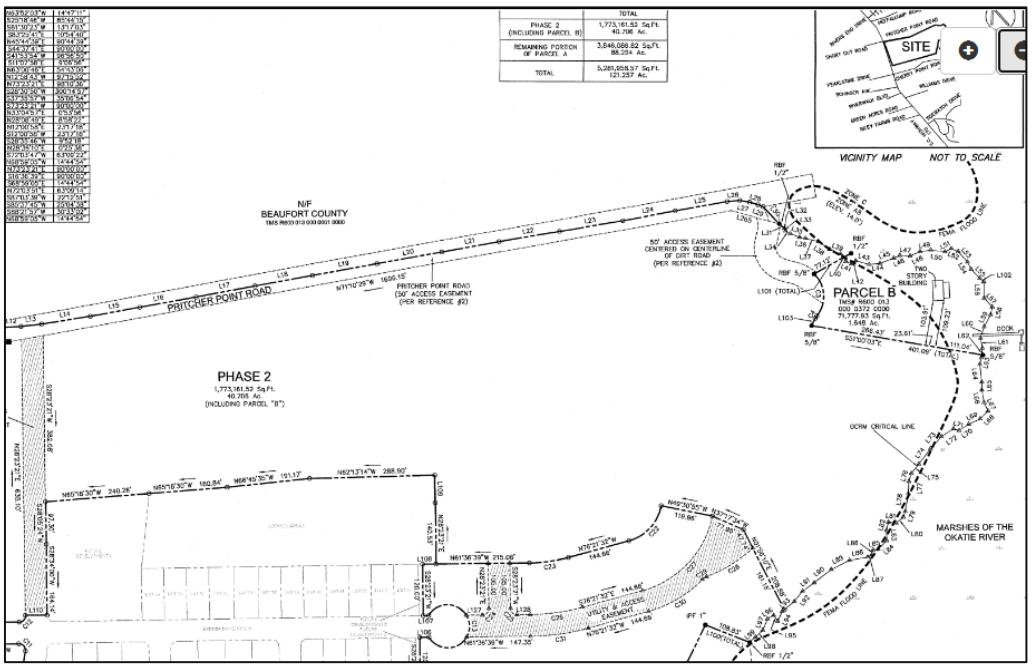
LAND SALE 2



LOCATION:	Lake Pointe Drive at Buckwalter Parkway Beaufort County, SC PIN# R600 029 000 2410 0000
GRANTOR:	Grande Oaks II, LLC
GRANTEE:	University Investments, LLC
SALE DATE:	June 2, 2021
SALE PRICE:	$625,000
DEED REFERENCE:	4019/1098
FINANCING:	Cash to seller; no effect on price.
LAND SIZE:	10.5 acres with around 7.5 upland acres per marketing brochure
ZONING:	PUD
PRICE PER ACRE:	$83,333/upland acre $59,524/gross acre

COMMENTS: This site is located at Lake Point Drive just off of Buckwalter Parkway in an unincorporated area of Beaufort County near Bluffton known as Pritchardville.

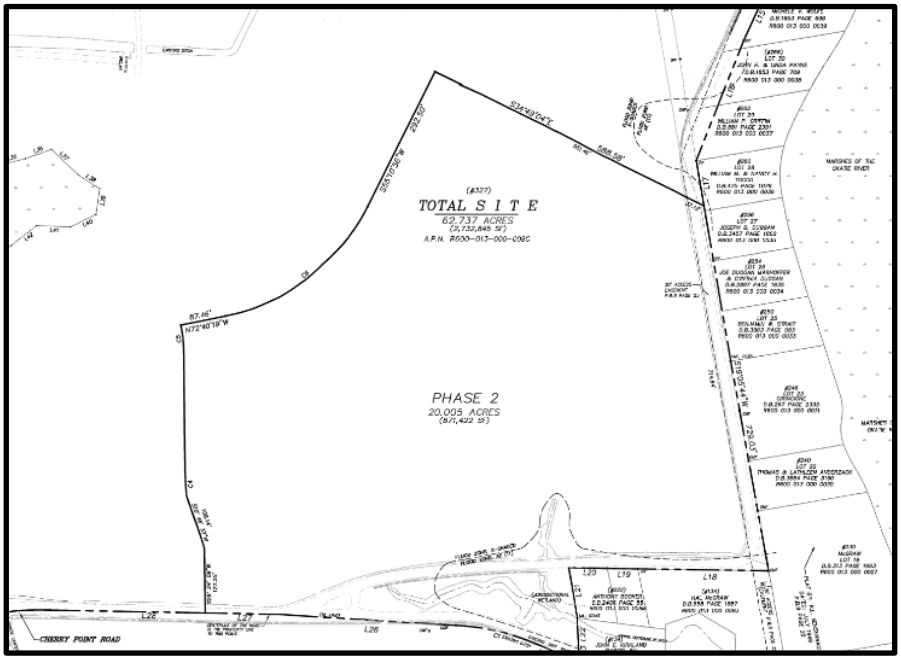
LAND SALE 3



LOCATION:	Pritcher Point Road Beaufort County, SC PIN# R600 013 000 0489 0000
GRANTOR:	LCP, III, LLC
GRANTEE:	Pulte Home Company, LLC
SALE DATE:	January 6, 2021
SALE PRICE:	$1,620,333
DEED REFERENCE:	3956/311
FINANCING:	Cash to seller; no effect on price.
LAND SIZE:	40.706 acres
UPLAND SIZE:	± 30 acres
ZONING:	PUD
PRICE PER ACRE:	$39,806/acre $54,011/upland acre

COMMENTS: This sale represents Phase 2 of a takedown of 121 acres by Pulte Homes. The tract appears to have around 10 acres wetlands based on Google Earth wetland overlays.

LAND SALE 4



LOCATION:	East of Highway 170 at Cherry Point Road Beaufort County, SC PIN# R600 013 000 008C 0000
GRANTOR:	BBII Holding Company, LLC
GRANTEE:	Village Park Communities
SALE DATE:	June 16, 2021
SALE PRICE:	$1,500,000
DEED REFERENCE:	4025/1422
FINANCING:	Cash to seller; no effect on price.
LAND SIZE:	20.005 acres
ZONING:	PUD
PRICE PER ACRE:	$74,981/acre – appears all usable

COMMENTS: This sale represents Phase 2 of the Cherry Point Area of Okatie. The site appears to be all usable uplands.

LAND FOR SALE 5



LOCATION:	76 May River Road Beaufort County, SC PIN# R600 036 000 0013 0000
OWNER:	State Forestry Commission
GRANTEE:	NA
SALE DATE:	Current Listing
LIST PRICE:	$1,130,000
DEED REFERENCE:	NA
FINANCING:	Cash to seller; no effect on price.
LAND SIZE:	10 acres, appears to be all uplands
ZONING:	PUD
PRICE PER ACRE:	$113,000/acre

COMMENTS: This is a listing of a former fire tower site located on May River Road aka Highway 46, just east of Highway 170. It has been on the market 573 days and is reportedly under contract, price not disclosed.

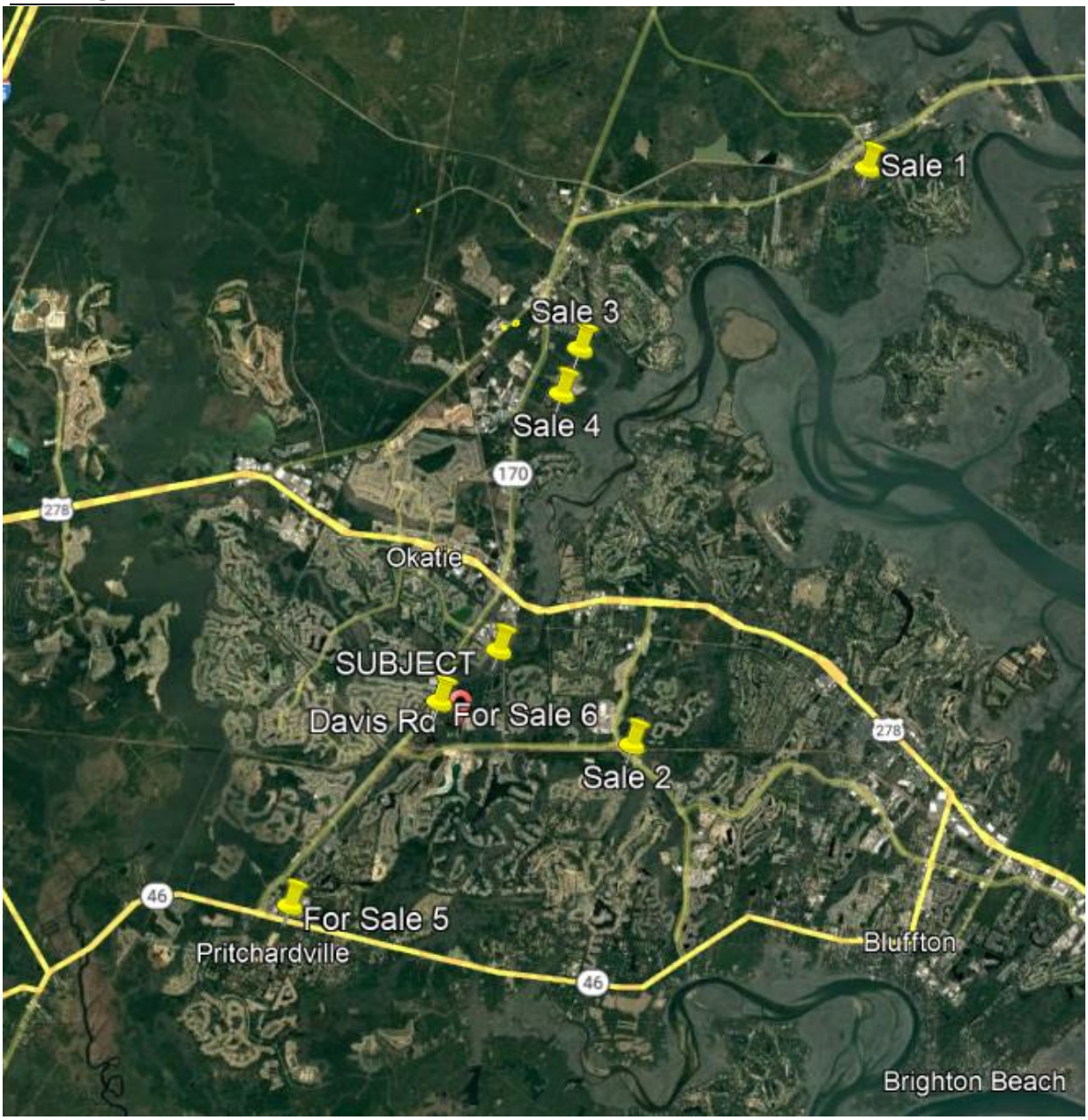
LAND FOR SALE 6



LOCATION:	3105, 3119, and 40 Davis Court Beaufort County, SC PIN# R600 036 000 0013 0000
OWNER:	Various
GRANTEE:	NA
SALE DATE:	Current Listing
LIST PRICE:	$2,230,000
DEED REFERENCE:	NA
FINANCING:	Cash to seller; no effect on price.
LAND SIZE:	12.6 acres with 2.2 acres, 3.7 acres, and 6.7 acres respectively
POND:	1.06 acres
USABLE SIZE:	11.54 acres
ZONING:	T2R
PRICE PER ACRE:	$176,984/gross acre $193,241/upland acre

COMMENTS: These sites have 650' combined frontage on the east side of Highway 170. The three parcels are also available to be purchased separately; however, the listing does not seem to differentiate the list price between the frontage versus the rear parcel nor make any adjustment for the ponds sites. It is noted that NWI only classifies the smaller of the two ponds as a wetland.

LAND SALE MAP



LAND SALES ADJUSTMENTS

Property Rights Conveyed - are discussed in "The Appraisal of Real Estate", Twelfth Edition, Appraisal Institute, as follows: "In the valuation process adjustments must be made to reflect the difference between properties leased at market rent and those leased at rent either below or above market levels. None of the sales utilized in this analysis required adjustment for property rights conveyed.

Financing Terms - "The transaction price of one property may differ from that of an identical property due to different financing arrangements." No adjustments for financing are required.

Conditions of Sale - "When nonmarket conditions of sale are detected in a transaction the conditions must be adequately disclosed in the appraisal. Although conditions of sale are often perceived as applying only to sales that are not arm's length transactions, some arm's length sales may reflect atypical motivations or sales conditions due to unusual tax considerations, lack of exposure to the open market. If the sales used in the sales comparison approach reflect unusual situations, an appropriate adjustment must be made for motivation or conditions of sale." *Comparables 5 and 6 are "for sale". Property does not always sell at full asking price and these comparables are adjusted down for this factor.*

Expenditures Made Immediately After Purchase – "A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. Such expenditures may include the cost to demolish and remove any buildings, cost to petition for a zoning change, or cost to remediate environmental contamination." *No adjustment needed.*

Market Conditions - "Although the adjustment for market conditions is often referred to as a "Time" adjustment, time is not the cause of the adjustment. Market conditions which shift over time create the need for an adjustment, not time itself. If market conditions have not changed, no adjustment is required even though time may have elapsed. The sales are all reasonably current 2021 or 2022 sales. *Sale 3 is the oldest sale having occurred in January 2021 and sold for the lowest per unit price. This sale is adjusted up for changing market conditions over time.*

Location – "An adjustment for location may be required when the locational characteristics of a comparable property are different from those of the subject property. *Sale 1 is located in a more rural, remote part of Bluffton, and is adjusted up by 20% for this factor. Comparables 5, 6, and 7 have direct frontage on a major roadway and are adjusted down by 20% for this factor.*

Size – Larger properties often sell for a lower "per unit" value indicating something of a quantity discount can be demanded by the market. *Comparables 2, 5, and 6 are 7.5 acres, 10 acres, and 12.6 acres, gross size, respectively. These sales are adjusted down by 10% for their smaller size.*

Access – The subject does not have paved road frontage and is accessed via a series of easements. The other sales have some exposure or frontage on a public roadway. *All are adjusted down by 5% to account for this factor.*

LAND SALES SUMMARY

	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4	For Sale 5	For Sale 6
Date:	3/29/2022	6/2/2021	1/6/2021	6/16/2021	Current	Current
Gross Acres:	56	10.5	40.706	20.005	10	12.60
Upland Acres:	46.30	7.50	30.00	20.005	10.00	11.54
Price:	$2,800,000	$625,000	$1,620,333	$1,500,000	$1,130,000	$2,230,000
Zoning:	T2R	PUD	PUD	PUD	T2R	T2R
Price/Acre Gross:	$50,000	$59,524	$39,806	$74,981	$113,000	$176,984
Price/Upland Acre:	$60,475	$83,333	$54,011	$74,981	$113,000	$193,241
Property Rights:	0	0	0	0	0	0
Financing :	0	0	0	0	0	0
Sale Conditions:	0	0	0	0	-11,300	-19,324
Market Conditions:	0.00	0	5,401	0.00	0.00	0.00
Sub-Total:	$60,475	$83,333	$59,412	$74,981	$101,700	$173,917
Size:	$ -	$ (8,333)	$ -	$ -	$ (10,170)	$ (17,392)
Location	$ 12,095	$ -	$ -	$ -	$ (20,340)	$ (34,783)
Access/Exposure:	$ (3,024)	$ (4,167)	$ (2,971)	$ (3,749)	$ (5,085)	$ (8,696)
Sub-Total:	$ 9,071	$ (12,500)	$ (2,971)	$ (3,749)	$ (35,595)	$ (60,871)
Adjusted Price:	$69,546	$70,833	$56,442	$71,232	$66,105	$113,046

	All Sales	Excl. Comp 6
Mean:	**$74,534**	**$66,832**
Median:	**$70,190**	**$69,546**

ADJUSTMENT PROCESS:

The sales presented occurred from January 2021 to present. The sales demonstrate a range of adjusted prices from $56,442/acre to $113,046/upland acre. The average, or mean is $74,534/acre and the median, or mid-point is $70,190/acre. It is noted that "For Sale 6" is something of an outlier and may be priced too high. Excluding this comparable, the range is much tighter at $56,442/upland acre to $71,232/upland acre. The mean is $66,832/upland acre and the median is $69,546/upland acre. The subject's value is considered well supported at $68,000/usable acre, within the range of the measures of central tendency. The value conclusion is shown in the following chart.

VALUE CONCLUSION CHART				
Subject Size (Acres)	x	Price/Acre	=	Value
11.48 acres		$68,000 per acre		$780,640
Rounded to:				**$780,000**

Our opinion of total market value as of the date of valuation, subject to the limiting conditions and assumptions, is therefore:

SEVEN HUNDRED EIGHTY THOUSAND DOLLARS ($780,000)

CERTIFICATION

I certify that to the best of my knowledge and belief:

1.) the statements of fact contained in this report are true and correct.

2.) the reported analyses, opinions, and conclusion are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

3.) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.

4.) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

5.) my engagement in this assignment was not contingent upon developing or reporting predetermined results.

6.) my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

7.) my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards or Professional Appraisal Practice.

8.) I have made a personal inspection of the property that is the subject of this report.

9.) no one provided significant professional assistance to the person signing this report.

10.) that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

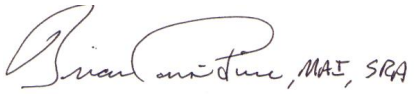
11.) to the best of my knowledge and belief this report is in compliance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.

12.) I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

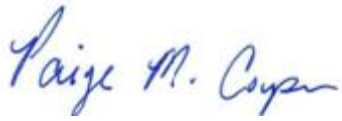
13.) As of the date of this report, Brian Considine has completed the requirements of the continuing education program of the Appraisal Institute.

14.) The appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board's Uniform Standards of Professional Appraisal Practice.

15.) The appraiser has made a physical inspection of the property appraised and the property owner was given the opportunity to accompany the appraiser on the property inspection and did take the opportunity to do so.



BRIAN F. CONSIDINE, SRA, MAI
Georgia Certified General Appraiser No. 1176
South Carolina Certified General Appraiser No3956



Paige M. Couper, Associate Appraiser
Georgia Certified General Property Appraiser # 007373
South Carolina Certified General Appraiser No. 6138

QUALIFICTIONS OF BRIAN F. CONSIDINE, SRA, MAI

Education:
Armstrong Atlantic State University graduated in 1974 Bachelor of Business Administration with major in Finance.

Certification:
MAI, Member Appraisal Institute, Number 8847, 1991
SRPA, Senior Real Property Appraiser, Society of Real Estate Appraisers, 1989
SRA, Senior Residential Appraiser, Society of Real Estate Appraisers, 1984
Georgia General Certified Appraiser No. 001176
President, Savannah Area Chapter of the Appraisal Institute, 2000
National Board of Directors, Appraisal Institute (1991 to 1993)
Vice Governor, District 12, Society of Real Estate Appraisers (1986 to 1989)
President, Savannah Chapter 182, Society of Real Estate Appraisers (1984 to1986)
Instructed Extension Course 101 and 102, Society of Real Estate Appraisers
Visiting Instructor, Armstrong State College, Residential Appraisal Courses
Instructed Salesman and Broker's pre licensing course for GA Real Estate Commission.
Appraiser IV Certification, Georgia Department of Revenue, 1974
State of Georgia Real Estate Brokers License, #43554, 1975
State of Georgia Real Estate Salesman's License, 1972

Experience:
President, Considine & Company Appraisals
Chief Commercial Appraiser, Chatham County, 1974-1979
Real Estate Associate Broker since 1975
Real Estate Salesman since 1972

Qualified as Expert Witness in:
U.S. Congress, Subcommittee on Commerce, Consumer and Monetary Affairs of the House Government Operations Committee, Superior Court, State Court, Federal Court, Special Masters Hearings, and Bankruptcy Court

Courses:
101 Society of Real Estate Appraisers (residential course)
R-2 Society of Real Estate Appraisers (residential narrative appraisal)
I-B Institute of Real Estate Appraisers (income course)
Introduction to 101, Society of Real Estate Appraisers (residential course)
Introduction to 102, Society of Real Estate Appraisers (income course)
Leasehold Valuation, Society of Real Estate Appraisers (income course)
Course I, The Georgia Department of Revenue (income course)
Course II, The Georgia Department of Revenue (income course)
Income Property Valuation, The Georgia Department of Revenue
Basic Money Market and Economic Analysis
Course II, Institute of Real Estate Appraisers (income course)
Investment Feasibility Analysis (income course seminar)
Narrative Report Writing Seminar, Society of Real Estate Appraisers
Tax Considerations in Real Estate Transactions, Society of Real Estate Appraisers
Commercial Investment Course 101, Realtors National Marketing Institute
Application of Market Extractions, Society of Real Estate Appraisers
Course 202, Society of Real Estate Appraisers, 1990
Subdivision Analysis, Society of Real Estate Appraisers, 1990
Litigation Valuation, Appraisal Institute, 1993
Architecture Design & House Inspections, Appraisal Institute, 1994
Marshall Valuation Services Commercial & Residential, Appraisal Institute, 1995

Standards of Professional Practice A, B & C, Appraisal Institute, 1991, 1997, 1999
Appraising from Blueprints and Specifications, 1999
Appraising Nonconforming Uses, 1999

Clients:

County of Chatham	BB&T
City of Savannah	Eastern Savings Bank
Georgia Department of Transportation	Norfolk Southern Railroad
CSX Railroad	Relocation Companies
Wachovia Bank	Mortgage Companies
Bank of America	Attorneys and Accountants
SunTrust Bank	Individuals
National Bank of Commerce	Fortune 500 Companies

Assignments:

Vacant Land	Apartments
Office Buildings	Marinas and Boatyards
Motels & Hotels	Condemnations (with Damages)
Shopping Centers	Partial Interest Valuations
Industrial Buildings	Property Tax Analysis/Appeals
Subdivisions	Consultations

QUALIFICATIONS OF PAIGE M. COUPER, ASSOCIATE APPRAISER

EDUCATION:

Wake Forest University, 1985-1989, Bachelor of Arts degree in English.
Georgia Southern University, 1990- 1993, Masters degree in Special Education.

APPRAISAL INSTITUTE COURSES:
110 - Principles of Real Estate Appraisal
120 - Procedures of Real Estate Appraisal
310 - Basic Income Capitalization
410 - Standards of Professional Practice, Part A
420 - Standards of Professional Practice, Part B
510 – Advanced Income Capitalization
520 – Highest and Best Use
530 – Advanced Cost and Sales Approach
540 – Narrative Report Writing
550 – Advanced Applications

CERTIFICATION:
State of Georgia Certified General Property Appraiser No. 007373
State of South Carolina Certified General Property Appraiser No. 006138

EXPERIENCE:
12/99-Present, Associate Appraiser, Considine & Company
7/98-12/99, Appraisal Trainee, Crisler and Associates, Inc.
8/95-6/96 English as a Second Language Teacher, British International School, Moscow, Russia
8/90-6/95 and 8/96-6/98 Special Education Teacher, Chatham County Public School System

QUALIFIED AS EXPERT WITNESS IN:
Superior Court, Tax Appeal Hearings, and U.S. Bankruptcy Court

CLIENTS:

BB&T	The Heritage Bank
City of Savannah	Regions Bank
Security Real Estate	International Paper
Sea Island Company	First National Bank
Yukon Properties	ILUKA
Bank of America	Attorneys and Accountants
Georgia Dept of Technical & Adult Ed	Individuals
SunTrust	First Chatham Bank

Assignments:

Vacant Land	Apartments
Office Buildings	Condemnations (with Damages)
Shopping Centers	Property Tax Analysis/Appeals
Subdivisions	Consultations
Gas Stations	Conservation Easements

ADDENDA

ENGAGEMENT

CONSIDINE & COMPANY
Real Estate Appraisers & Consultants
6 Skidaway Village Walk, Suite 201
Savannah, GA 31411
office: 912-355-5522 cell: 912-655-6500
email: ConsidineAppraisals@gmail.com

October 7, 2022

Kate Schaefer
Beaufort County Open Land Trust

RE: 40.7 acres in Unincorporated Bluffton, Beaufort County, SC
TMS# R600-029-000-0054-0000

Good Afternoon Kate,

We propose to appraise the above referenced property as requested, performing an "as is" fee simple appraisal.

Our fee is $2,800 with completion in 2-3 weeks from the date of inspection and receipt of all necessary information.

Please confirm your acceptance of this assignment by returning a signed copy of this engagement at your convenience. Thank you in advance for this assignment. I look forward to being of service.

Sincerely,
CONSIDINE AND COMPANY

Agreed:

Paige M. Couper

Paige Couper
SC Certified Appraiser No. 6138
Georgia Certified General Appraiser No. 7373

By: Kate Schaefer
Date: 11/18/22

Brian Considine, MAI, SRA

Brian F. Considine, MAI
Georgia Certified General Appraiser No. 1176
South Carolina Certified General Appraiser No. 3956

Project Analysis: Davis Road Fee

PROPOSAL FOR: Due Diligence on Fee purchase

PROPERTY ID:	TMS# R600-029-000-0054-0000
OWNER:	Land Development of Georgia LLC
ACREAGE:	40.7 acres
PARTNERS:	n/a
TOTAL PRICE:	$858,000
PRICE Negotiated/Acre:	$21,081/acre
RCLPP FUNDS:	$858,000
APPRAISED VALUE:	$780,000 – see notes
ZONING:	TR Rural
COUNCIL DISTRICT:	5
LOCATION:	Davis Road, Adjacent to New Leaf RCLP property

Project Location and Attributes:

- Located adjacent to New Leaf LLC property (RCLP purchase) and Okatie Regional Preserve (181 acres, 2004) linking the two properties
- Large borrow pit on site
- Previously sought after by RCLP program for public access opportunities, sold to current buyer before RCLP process could conclude

Purchase and Cost Structure:

- Fee purchase with price expectation **set at 10% above appraised value.** *Rationale: property appraised in July 10 2018, $925,000; purchased by current owner in 2019 for $1.4m*

RCLP Attributes:

- Connectivity to protected properties: New Leaf, Okatie Regional Preserve
- Potential for public access and connectivity to existing public access properties
- Water quality protection – wetlands are sensitive for Okatie headwaters
- KPS Score 6.78

Beaufort County Rural & Critical LAND PRESERVATION PROGRAM

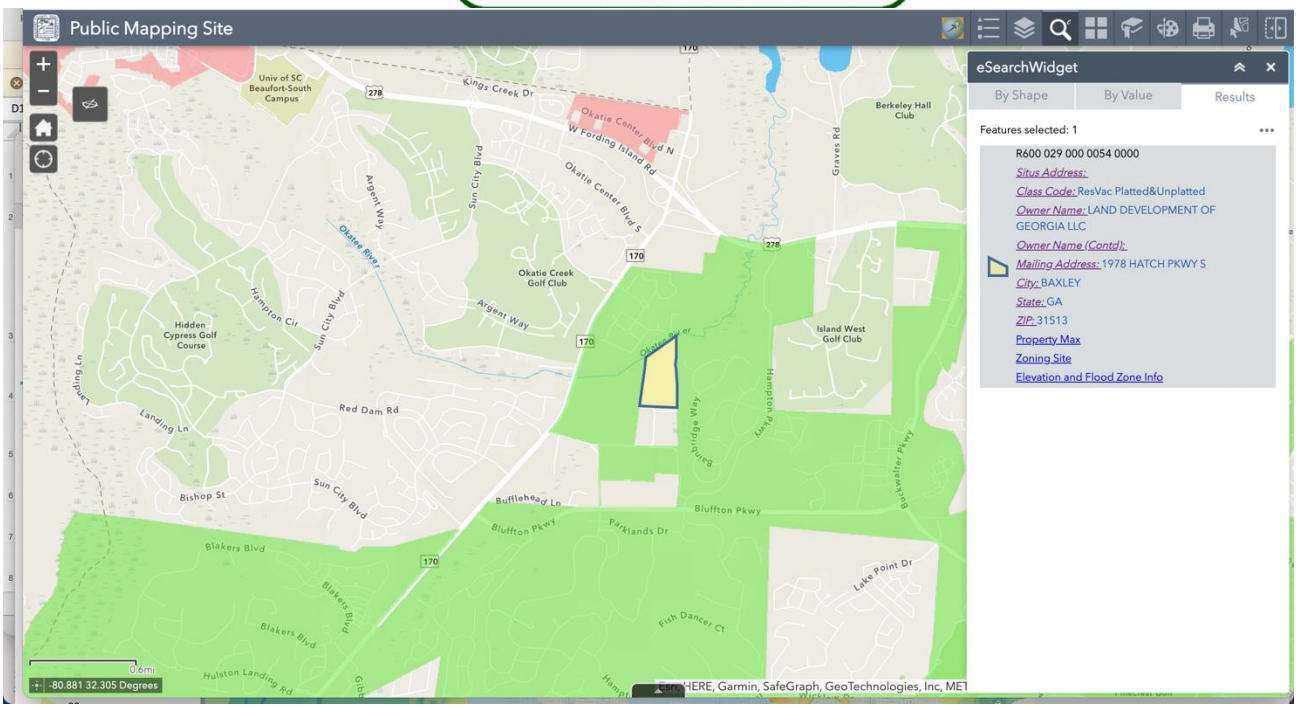


Figure 1: Location Map, Davis Road Fee

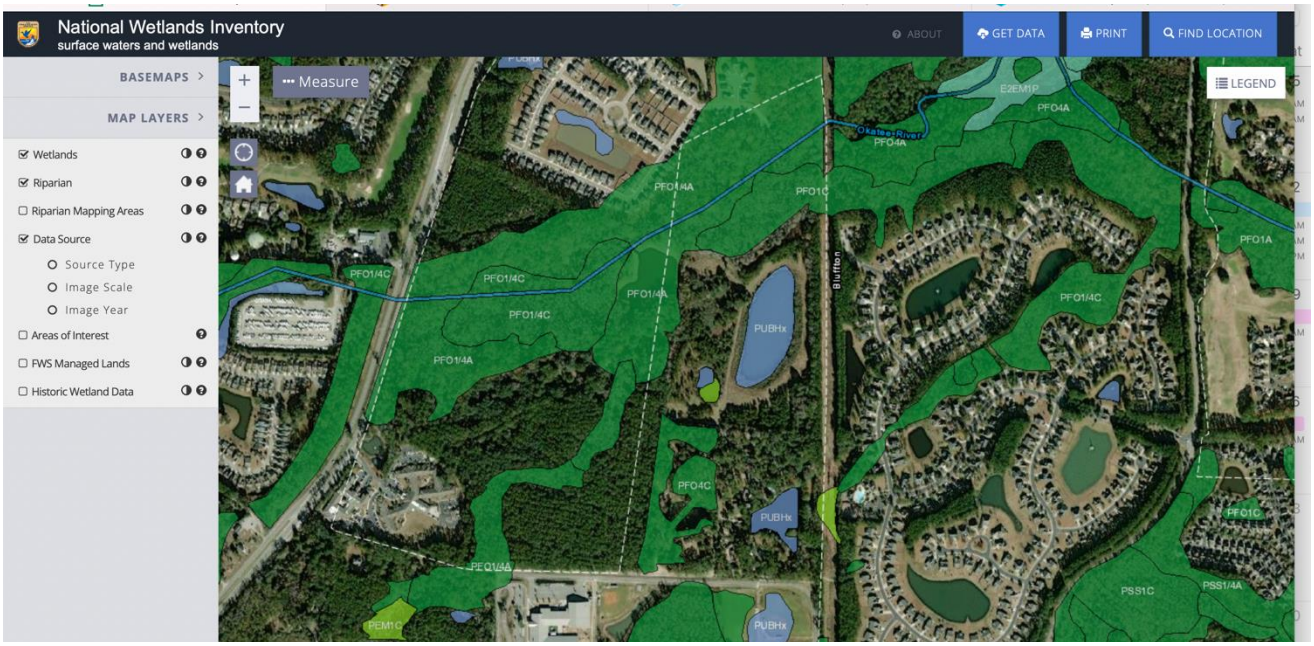


Figure 2: National Wetlands Inventory, Davis Road Fee

Beaufort County Rural & Critical LAND PRESERVATION PROGRAM

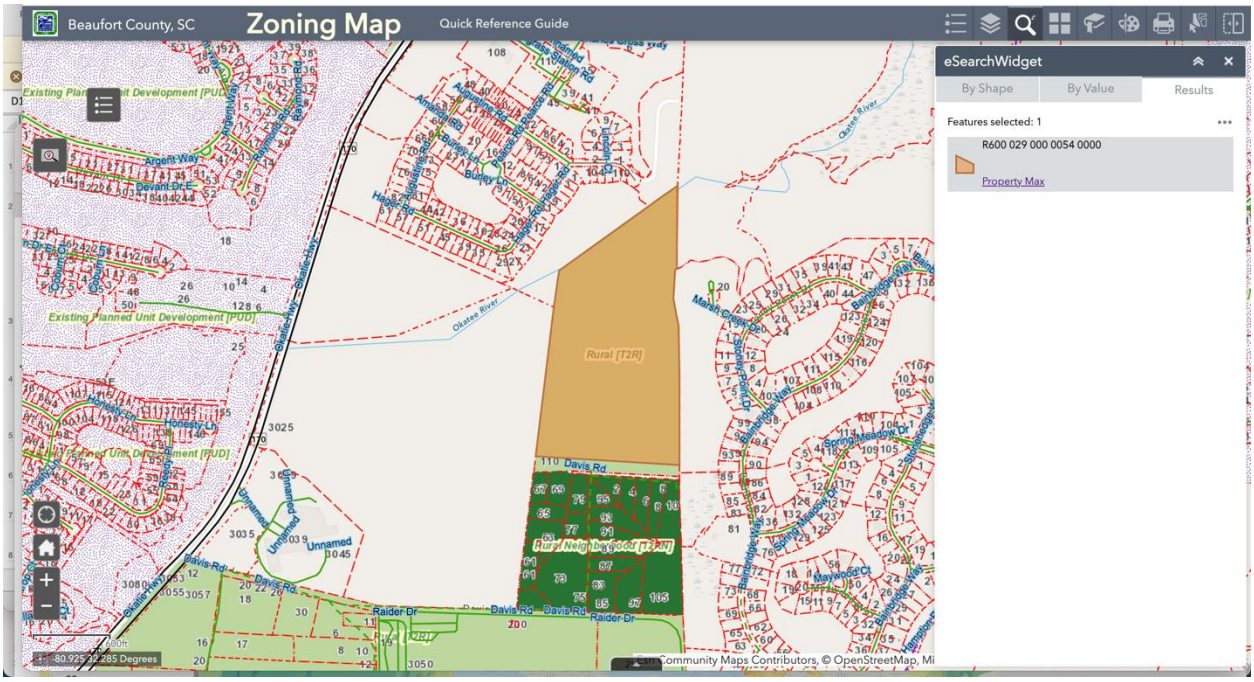


Figure 3: Zoning Map (T2R) Davis Road Fee



Figure 4: Aerial Photograph, Davis Road Fee

Beaufort County Rural & Critical LAND PRESERVATION PROGRAM

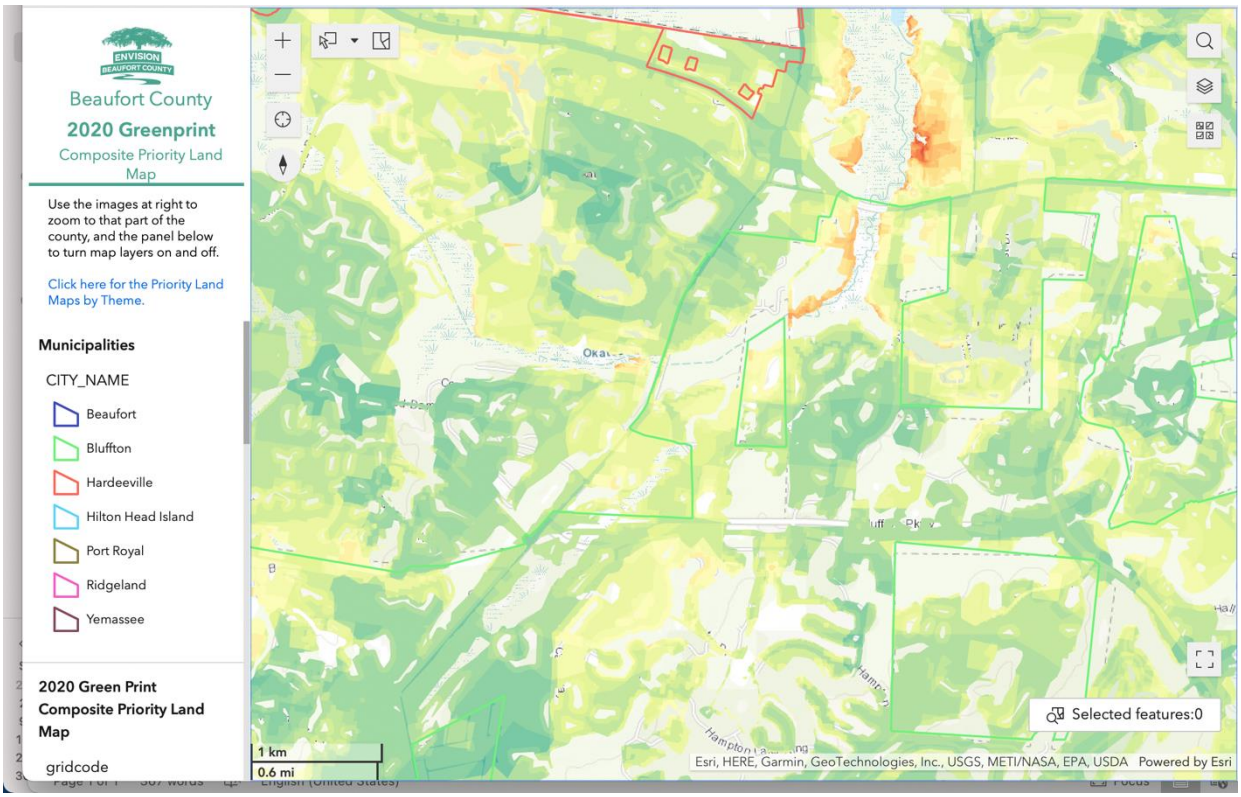


Figure 5: Composite Greenprint Davis Road Fee

Beaufort County Rural & Critical LAND PRESERVATION PROGRAM

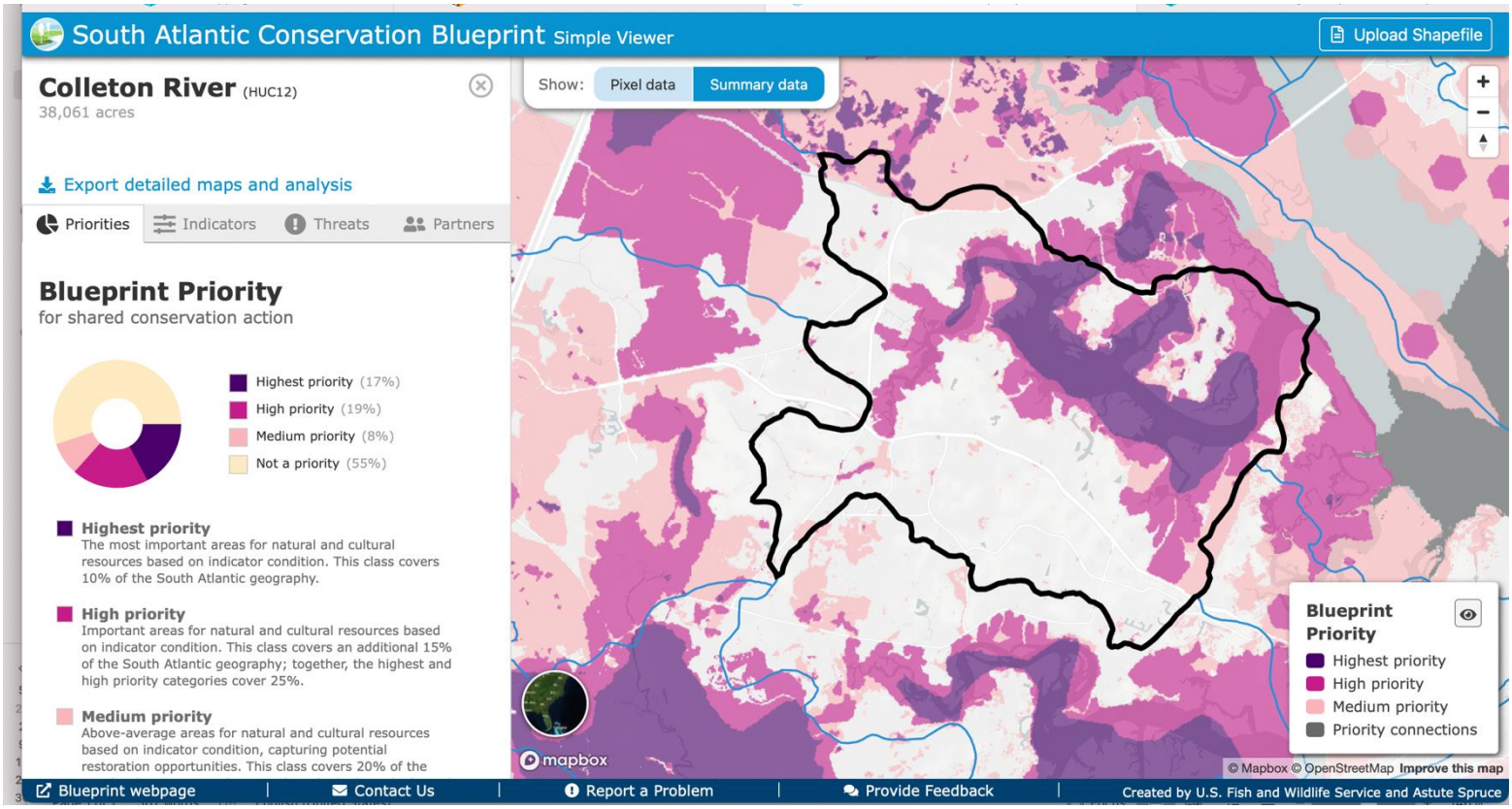


Figure 6: SA Conservation Blueprint, Davis Road Fee

Project Analysis: Davis Road Fee

PROPOSAL FOR: Due Diligence on Fee purchase

PROPERTY ID:	TMS# R600-029-000-0054-0000
OWNER:	Land Development of Georgia LLC
ACREAGE:	40.7 acres
PARTNERS:	n/a
TOTAL PRICE:	$858,000
PRICE Negotiated/Acre:	$21,081/acre
RCLPP FUNDS:	$858,000
APPRAISED VALUE:	$780,000 – see notes
ZONING:	TR Rural
COUNCIL DISTRICT:	5
LOCATION:	Davis Road, Adjacent to New Leaf RCLP property

Project Location and Attributes:

- Located adjacent to New Leaf LLC property (RCLP purchase) and Okatie Regional Preserve (181 acres, 2004) linking the two properties
- Large borrow pit on site
- Previously sought after by RCLP program for public access opportunities, sold to current buyer before RCLP process could conclude

Purchase and Cost Structure:

- Fee purchase with price expectation **set at 10% above appraised value.** *Rationale: property appraised in July 10 2018, $925,000; purchased by current owner in 2019 for $1.4m*

RCLP Attributes:

- Connectivity to protected properties: New Leaf, Okatie Regional Preserve
- Potential for public access and connectivity to existing public access properties
- Water quality protection – wetlands are sensitive for Okatie headwaters
- KPS Score 6.78

Beaufort County Rural & Critical LAND PRESERVATION PROGRAM

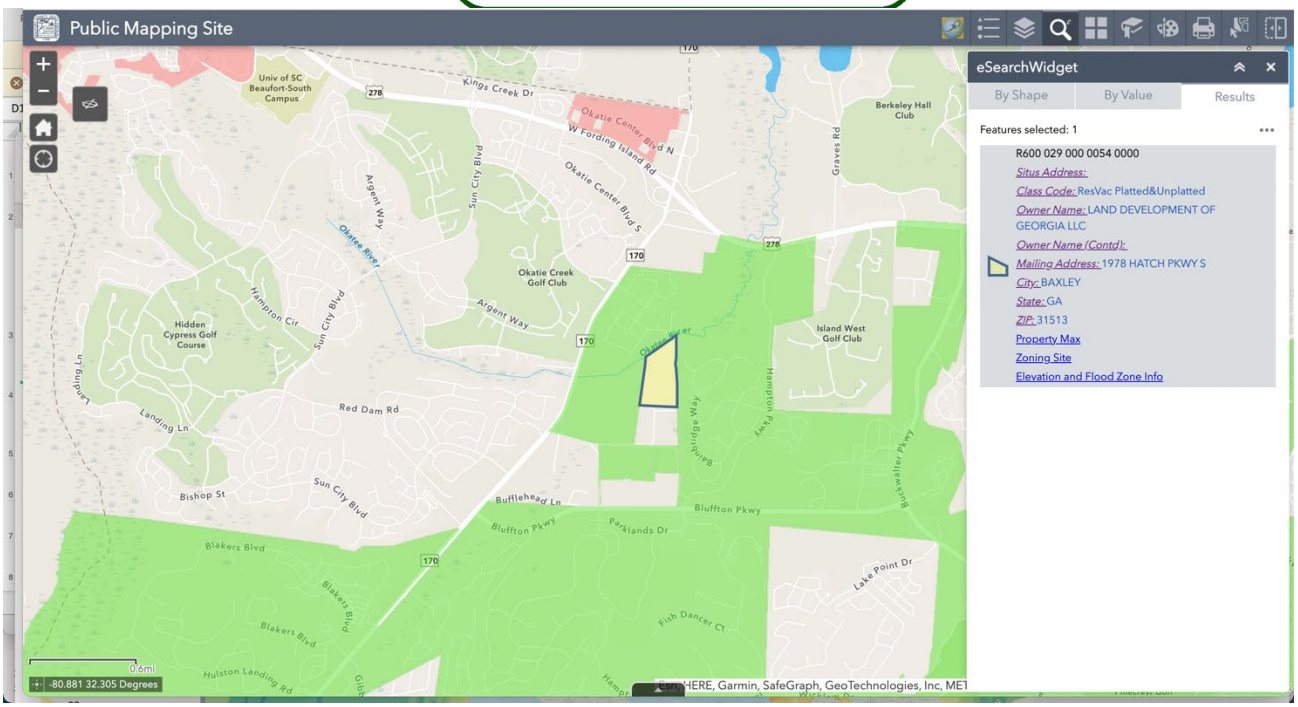


Figure 1: Location Map, Davis Road Fee

Beaufort County Rural & Critical LAND PRESERVATION PROGRAM

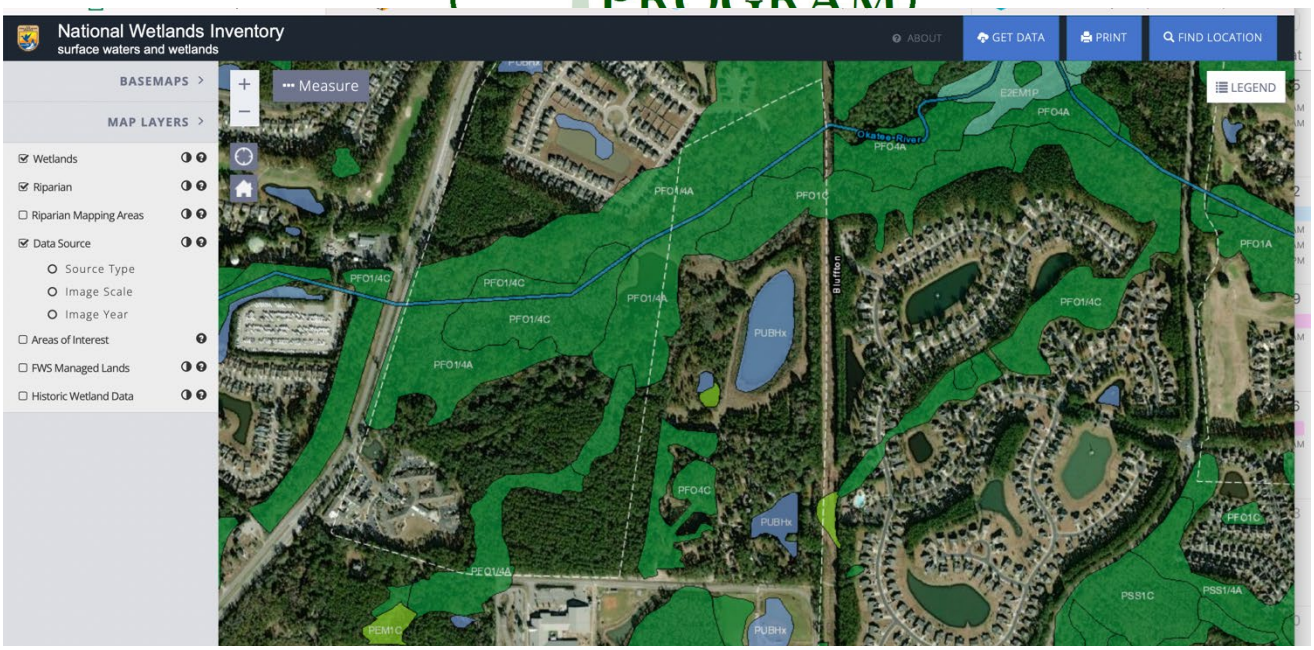


Figure 2: National Wetlands Inventory, Davis Road Fee

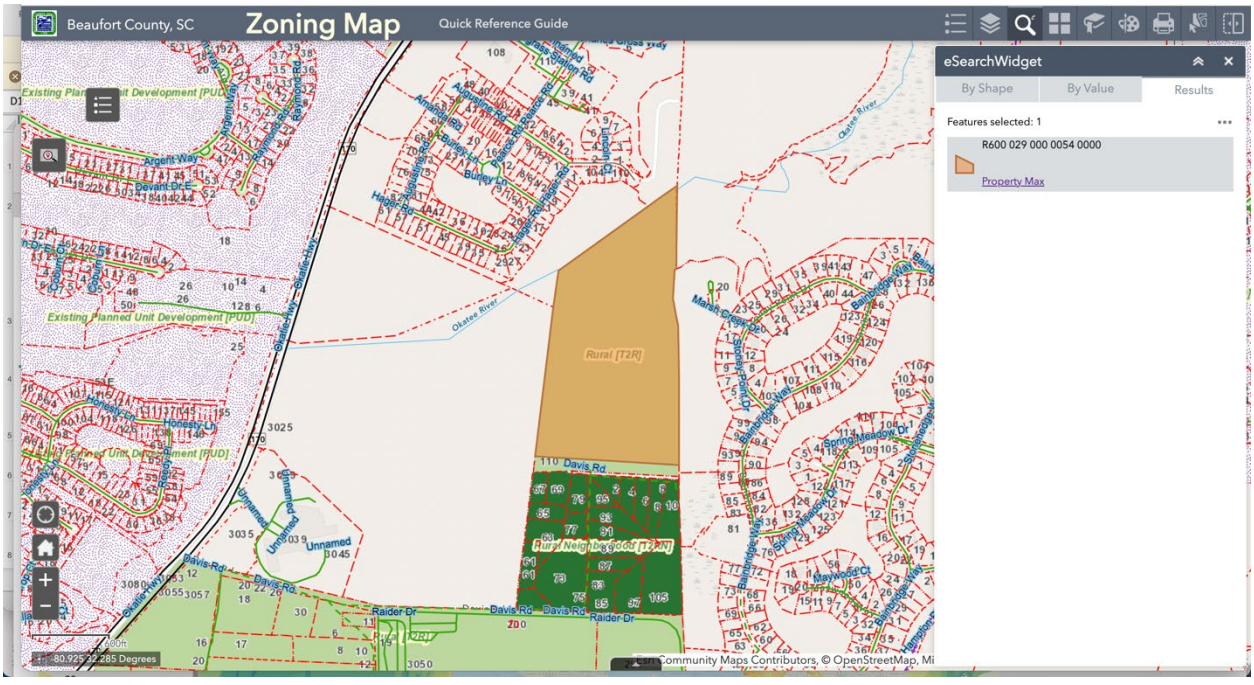


Figure 3: Zoning Map (T2R) Davis Road Fee



Figure 4: Aerial Photograph, Davis Road Fee

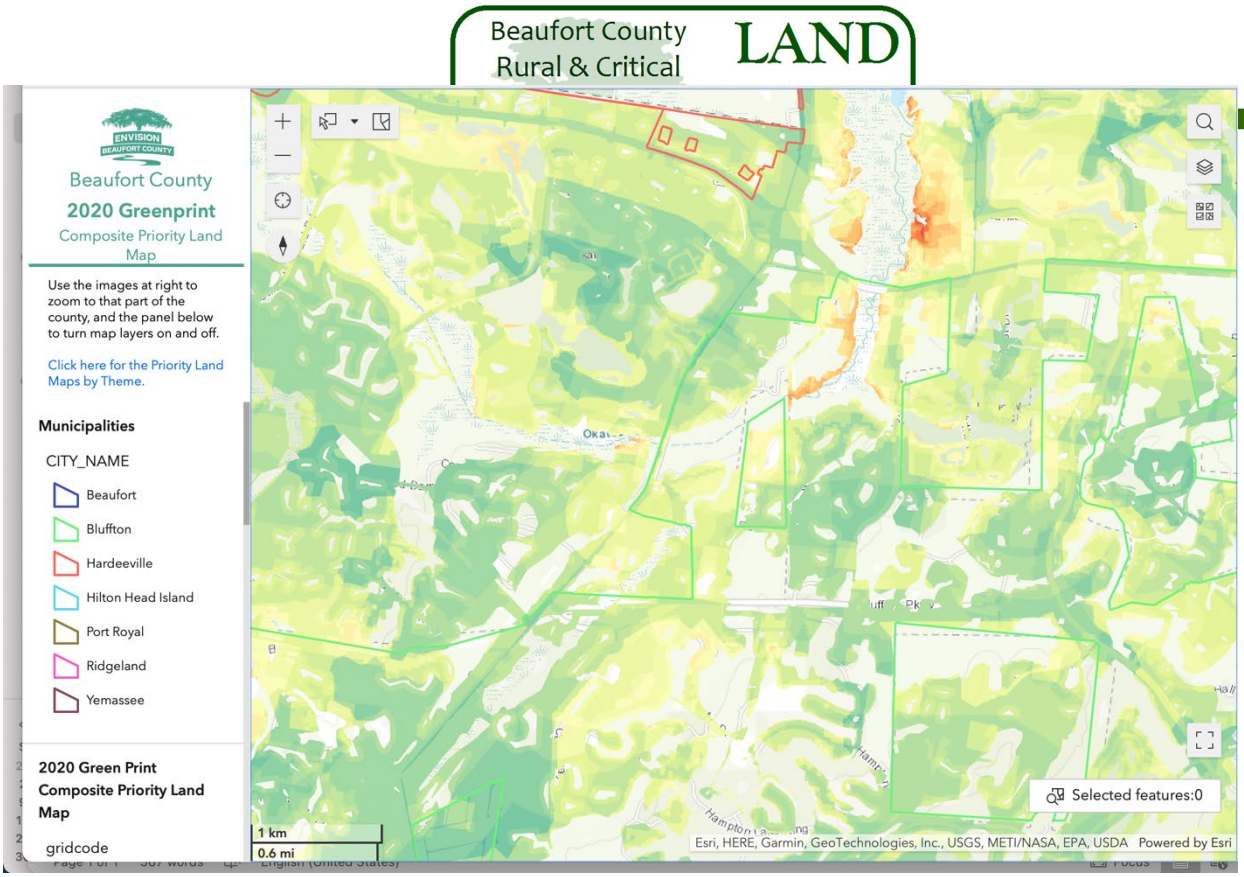


Figure 5: Composite Greenprint Davis Road Fee

Beaufort County Rural & Critical LAND PRESERVATION PROGRAM

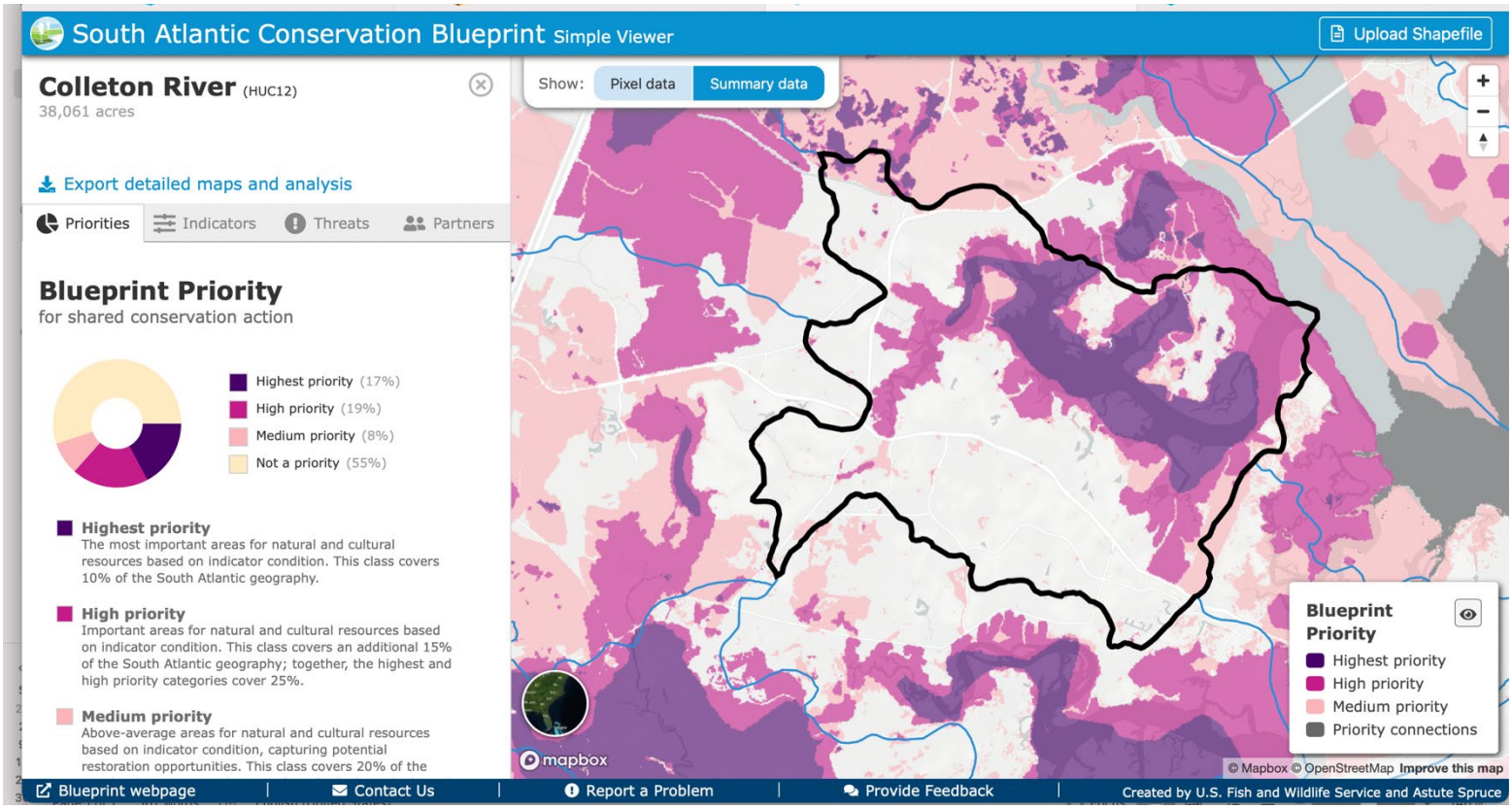


Figure 6: SA Conservation Blueprint, Davis Road Fee

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Approval of an Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of S-859 located at *SC 462 and SC 170 which is to be abandoned by SCDOT.*

MEETING NAME AND DATE:

Public Facilities & Safety Committee Meeting January 21, 2025

PRESENTER INFORMATION:

Jared Fralix, P.E., Assistant County Administrator, Infrastructure

(5 Minutes)

ITEM BACKGROUND:

SC 859 is an unnamed road that is located near Beaufort Jasper Academy for Career Excellence bordered by SC 462 and SC 170. The County is requesting that SCDOT abandon this unused portion of the old SC 170 for future road improvement projects associated with SC 462 and SC 170.

PROJECT / ITEM NARRATIVE:

The requested section of road is part of the old location of SC 170 from SC 462 at the Beaufort/Jasper Conty line easterly to a dead-end shown on attached Exhibit "A". SCDOT has approved abandoning this old section of SC 170. Staff is moving forward with the ordinance process to formally accept S-859 from SCDOT to utilize for future improvement projects. This section of roadway adjoins the 2.81 ac referred to as "Cooler Tract B" that was recently purchased for future road improvements along SC 170.

FISCAL IMPACT:

Transfer is Gratis, no funding is needed

STAFF RECOMMENDATIONS TO COUNCIL:

Staff Recommends approval of accepting SC 859 from SCDOT

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of S-859 located at *SC 462 and SC 170 to be abandoned by SCDOT.*

Next Step – three readings and a public hearing from County Council

ORDINANCE NO. 2025/

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF S-859 LOCATED AT SC 462 AND SC 170 WHICH IS TO BE ABANDONED BY SCDOT

WHEREAS, S-859 is an unnamed road that is located near Beaufort Jasper Academy for Career Excellence bordered by SC 462 and SC 170. The County is requesting that SCDOT abandon this unused portion of the old SC 170 for future road improvement projects associated with SC 462 and SC 170; and

WHEREAS, the requested section of road is part of the old location of SC 170 from SC 462 at the Beaufort/Jasper Conty line easterly to a dead-end shown on attached Exhibit "A"; and

WHEREAS, SCDOT has approved abandoning this old section of SC 170 for the County to utilize for future road improvement projects; and

WHEREAS, Beaufort County Council believes that it is in the best interest of its citizens to accept S-859 an unnamed road shown on attached exhibit "A" from SCDOT.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council hereby authorizes the County Administrator to execute any and all necessary documents for the acceptance of S-859 located at SC 462 and SC 170 to be abandoned by SCDOT.

ADOPTED this _____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

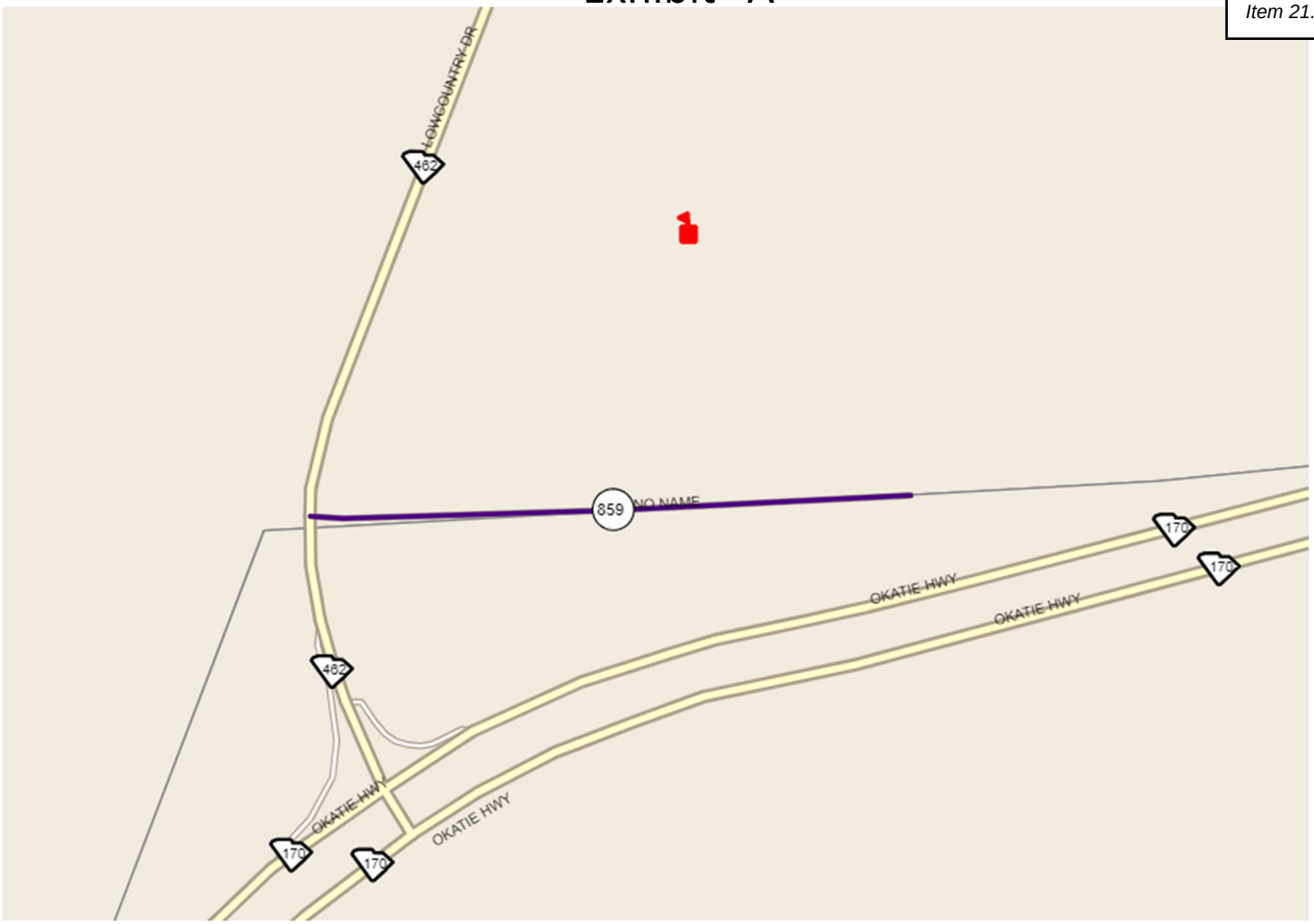
By: _____
Alice Howard, Chair

ATTEST:

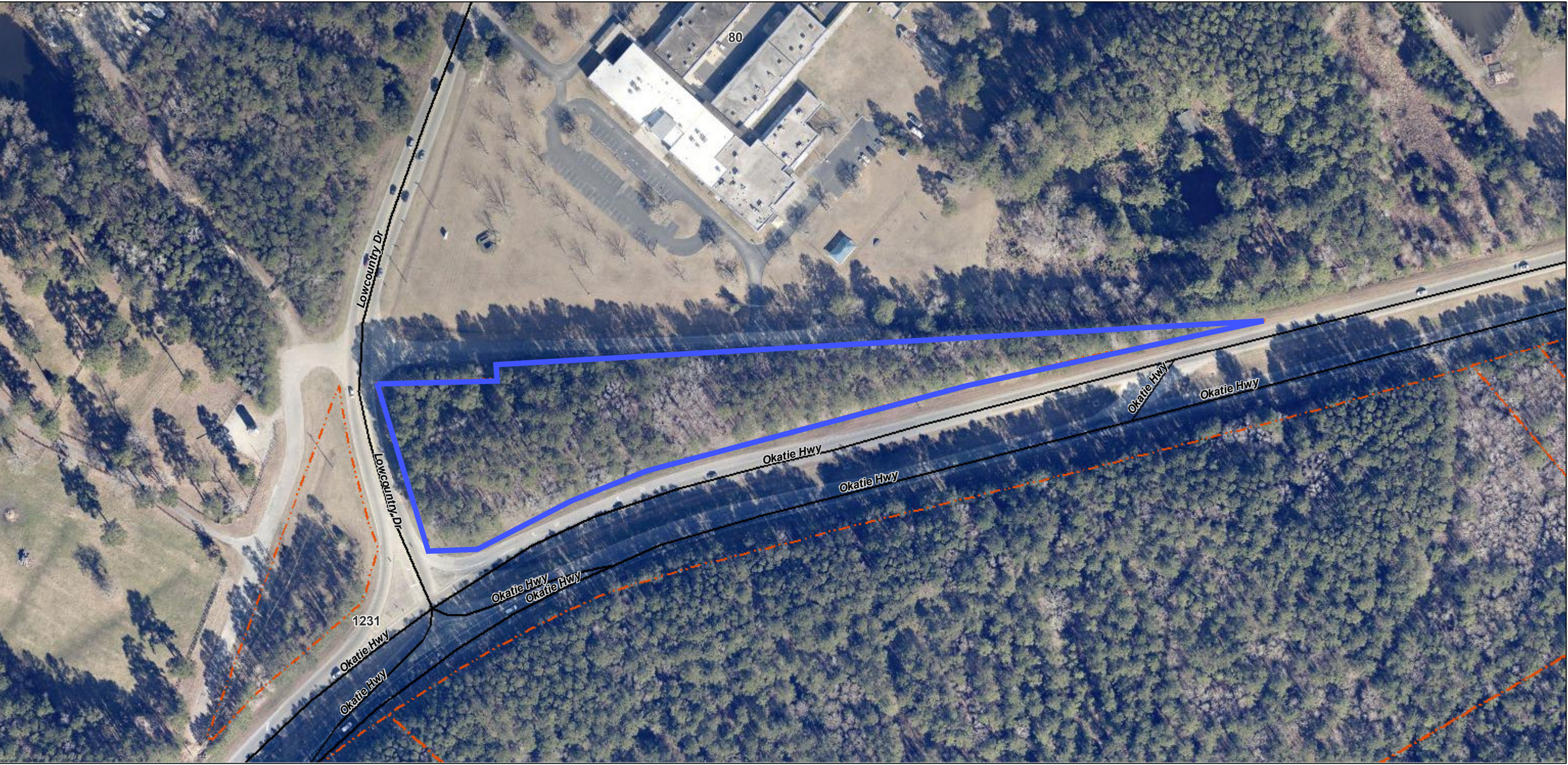
_____
Sarah W. Brock, Clerk to Council

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

Exhibit "A"



Beaufort S-7-859, No Name Rd


80
Lowcountry Dr
Lowcountry Dr
Okatie Hwy
Okatie Hwy
Okatie Hwy
Okatie Hwy
Okatie Hwy
Okatie Hwy
Okatie Hwy
Okatie Hwy
1231

Print

Highway Logmile Report
Information: Intersections, Functional Class
As of 1/9/2025

Close

Route	MP	Details
S-859		***07070085900N (07) BEAUFORT DIST 6***
	0.000	NHS NONE FUNCTIONAL.CLASS 09 URBAN.AREA STUDY.AREA LATS HPMS *
	0.000	SC 462 0.010 CROSSES LOWCOUNTRY DR
	0.150	DEAD END DEAD END

REQUEST FOR TRANSFER OF ROAD FROM STATE SECONDARY SYSTEM TO ANOTHER GOVERNMENTAL AGENCY

(REVISED 06/27/2019)

DESCRIPTION OF SECTION OF ROAD TO BE TRANSFERRED

COUNTY: Beaufort ROAD NUMBER: S-07-859 ROAD NAME: No Name Street

LENGTH TO BE TRANSFERRED: 0.15 MILES

BEGINNING POINT: 0.00 ENDING POINT: 0.15

DESCRIPTION: (PLEASE ATTACH LOCATION MAP)

Beaufort County has requested the transfer of S-859, No Name Street, for planning and future expansion.

ACCEPTANCE OF MAINTENANCE RESPONSIBILITY

IT IS REQUESTED THAT THE ABOVE DESCRIBED ROAD BE REMOVED FROM THE STATE HIGHWAY SYSTEM. OWNERSHIP AND MAINTENANCE OF THIS ROAD WILL BECOME THE RESPONSIBILITY OF THE ENTITY LISTED BELOW. BY SIGNING BELOW, THE ENTITY ACKNOWLEDGES THAT THE ROAD MUST REMAIN OPEN TO THE PUBLIC UNLESS CLOSED PURSUANT TO APPROPRIATE LOCAL ROAD CLOSING PROCEDURES OR THE STATUTORY ROAD CLOSING PROCESS FOUND IN S. C. CODE SECTION 57-9-10, et seq.

GOVERNMENTAL AGENCY: _____
PLEASE TYPE OR PRINT

NAME: _____
PLEASE TYPE OR PRINT

TITLE: _____
PLEASE TYPE OR PRINT

SIGNED: _____ DATE: _____

NOTE TO DISTRICT ENGINEERING ADMINISTRATOR:

THIS COMPLETED FORM AND MAP SHOULD BE FORWARDED TO:

SCDOT DIRECTOR OF ROAD DATA SERVICES
955 PARK STREET - ROOM 515, P.O. BOX 191
COLUMBIA, S.C. 29202

BASIS FOR TRANSFER

(TO BE COMPLETED BY SCDOT)

Item 21.

CHECK ONE OF THE (2) TWO OPTIONS BELOW AND COMPLETE:

1. ☐ TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (SWAP MILES ONLY)

ENTER DETAILS OF ROADS TO BE TRANSFERRED INTO THE ROAD SWAP DETAILS SPREADSHEET. PRINT AND ATTACH THE SPREADSHEET TO THIS FORM. IF THE SWAP INVOLVES MORE THAN ONE STATE ROUTE, ON PAGE 1 ENTER "ROAD SWAP" FOR THE ROAD NUMBER AND "SEE ATTACHED" FOR THE ROAD NAME. THE NUMBER OF LANE MILES ADDED TO THE STATE SYSTEM SHOULD NOT EXCEED THOSE REMOVED.

2. ☑ TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (NO SWAP MILES)

TRANSFER CHECKLIST (CHECK APPROPRIATE BOXES BELOW)

☑ ROAD IS NOT REQUIRED FOR DEPARTMENT PURPOSES

☑ ROAD IS OF LOW TRAFFIC IMPORTANCE. LIST FUNCTIONAL CLASSIFICATION: Urban Local

THE RIGHT OF WAY LIMITS RETAINED AT THE INTERSECTING ROADS WILL BE ESTABLISHED AS FOLLOWS: [1]

SCDOT will retain Right of Way at the intersection of SC462 and S-859. S-859, No Name Street will be transferred in it's entirety.

ADDITIONAL COMMENTS: _____

[1] A COPY OF THE PLAN SHEET WITH THE NEW RIGHT OF WAY LIMITS SHOULD BE INCLUDED AS NEEDED.

REQUEST SUBMITTED BY: Raymond L Molinaroli DATE: _____

CONCURRENCE BY: Timothy R. Henderson DATE: _____
(DEA or Director)

SIGNATURE REQUIRED BELOW ONLY FOR ROUTES ABOVE MAJOR COLLECTOR OR IF SWAP RESULTS IN ADDING LANE MILES TO THE STATE SYSTEM:

APPROVED: _____ DATE: _____
DIRECTOR OF ROAD DATA SERVICES OR DESIGNEE

606

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the transfer of Right of Way back to property owners of parcel R110 008 000 0653 0000 or tract 13, parcel R110 008 000 0654 0000 or tract 12, parcel R110 008 000 0656 0000 or tract 10, and parcel R110 008 000 0658 0000 or tract 8 as shown on Exhibit" A" Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal.

MEETING NAME AND DATE:

Public Facilities & Safety Committee Meeting 1-21-25

PRESENTER INFORMATION:

Bryan Bauer PE, ENV SP, Director of Engineering
(5 Minutes)

ITEM BACKGROUND:

Per Resolution 2019/44 for the 2018 One Percent (1%) Transportation Sales and Use Tax which states "County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways to complete the projects" which includes Ribaut Road as one of the Sidewalks and Multi-use Pathways. Upon completion of the project, SCDOT did not want the privacy fence included in the right of way to be transferred to them from Beaufort County. Now the County needs to deed the fence portion back to the associated parcels shown on attached Exhibit "A" pages 1-4 so it is not included in ROW transferred to SCDOT.

PROJECT / ITEM NARRATIVE:

Legal staff has requested this item go through the ordinance process prior to executing the Quit Claim Deeds with the property owners to transfer the right-of-ways for the privacy fence area for the parcels shown on EXHIBIT "A" Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal.

FISCAL IMPACT:

Transfer is Gratis, no funding is needed

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval to needed to complete closeout process with SCDOT

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend Ordinance Authorizing the County Administrator to execute any and all necessary documents for the transfer of Right of Way back to property owners of parcel R110 008 000 0653 0000 or tract 13, parcel R110 008 000 0654 0000 or tract 12, parcel R110 008 000 0656 0000 or tract 10, and parcel R110 008 000 0658 0000 or tract 8 as shown on Exhibit "A" Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal

Next Step – three readings and a public hearing from County Council

ORDINANCE NO. 2025/

An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the transfer of Right of Way back to property owners of parcel R110 008 000 0653 0000 or tract 13, parcel R110 008 000 0654 0000 or tract 12, parcel R110 008 000 0656 0000 or tract 10, and parcel R110 008 000 0658 0000 or tract 8 as shown on Exhibit "A" Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal

WHEREAS, Beaufort County Council approved Resolution 2019/44 for the 2018 One Percent (1%) Transportation Sales and Use Tax that authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators by Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the projects which includes Ribaut Road one of the Sidewalks and Multi-use Pathways; and

WHEREAS, Beaufort County Council approved Resolution 2021/20, a Resolution establishing right of way acquisition policies associated with the implementation of 2018 One Cent Sales Tax Referendum Projects approved by voters November 6, 2018; and

WHEREAS, Beaufort County and its agents are acquiring the right of ways to the standards approved by Beaufort County, South Carolina Department of Transportation, and the Federal Highway Administration.; and

WHEREAS, Beaufort County and its agents acquired the right of ways for the properties as shown on Exhibit "A" Pages 1-4 for the Ribaut Road Sidewalk project 'gratis' as approved by Beaufort County; and

WHEREAS, Beaufort County is following the South Carolina Department of Transportation's process for the project closeout and determined a portion of the acquired right of way, shown on Exhibit "A" Pages 1-4, should be transferred back to the property owners for ownership of the privacy fence; and

WHEREAS, Beaufort County determined the properties shown on Exhibit A Pages 1-4 were not the original property owners when the right of way was acquired 'gratis'; and

WHEREAS, Beaufort County is transferring the area shown on Exhibit A Pages 1-4 to the new property owners by Quit Claim deed 'gratis'; and

WHEREAS, Beaufort County Council believes that it is in the best interest of its citizens to transfer a portion of the County's Right of Way interest in the properties on Exhibit "A" Pages

1-4 associated with the Ribaut Road Sidewalk project in Port Royal to the new property owners.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council hereby authorizes the County Administrator to execute any and all necessary documents for the transfer of Right of Way back to property owners of parcel R110 008 000 0653 0000 or tract 13, parcel R110 008 000 0654 0000 or tract12, parcel R110 008 000 0656 0000 tract 10, and parcel R110 008 000 0658 0000 or tract 8 as shown on Exhibit "A" Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal.

ADOPTED this _____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Alice Howard, Chair

ATTEST:

_____
Sarah W. Brock, Clerk to Council

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

EXHIBIT "A" page 1

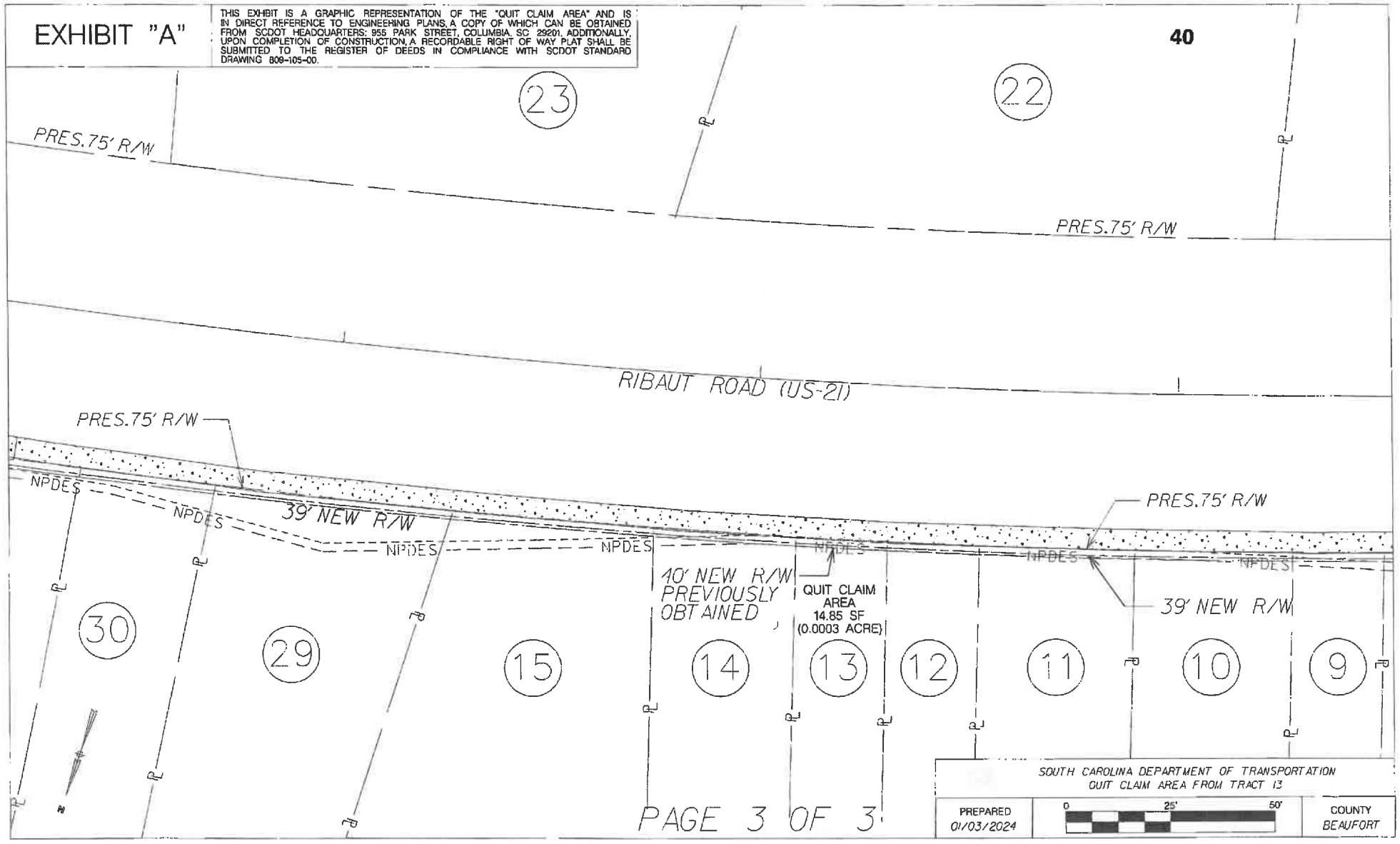


EXHIBIT "A" page 2

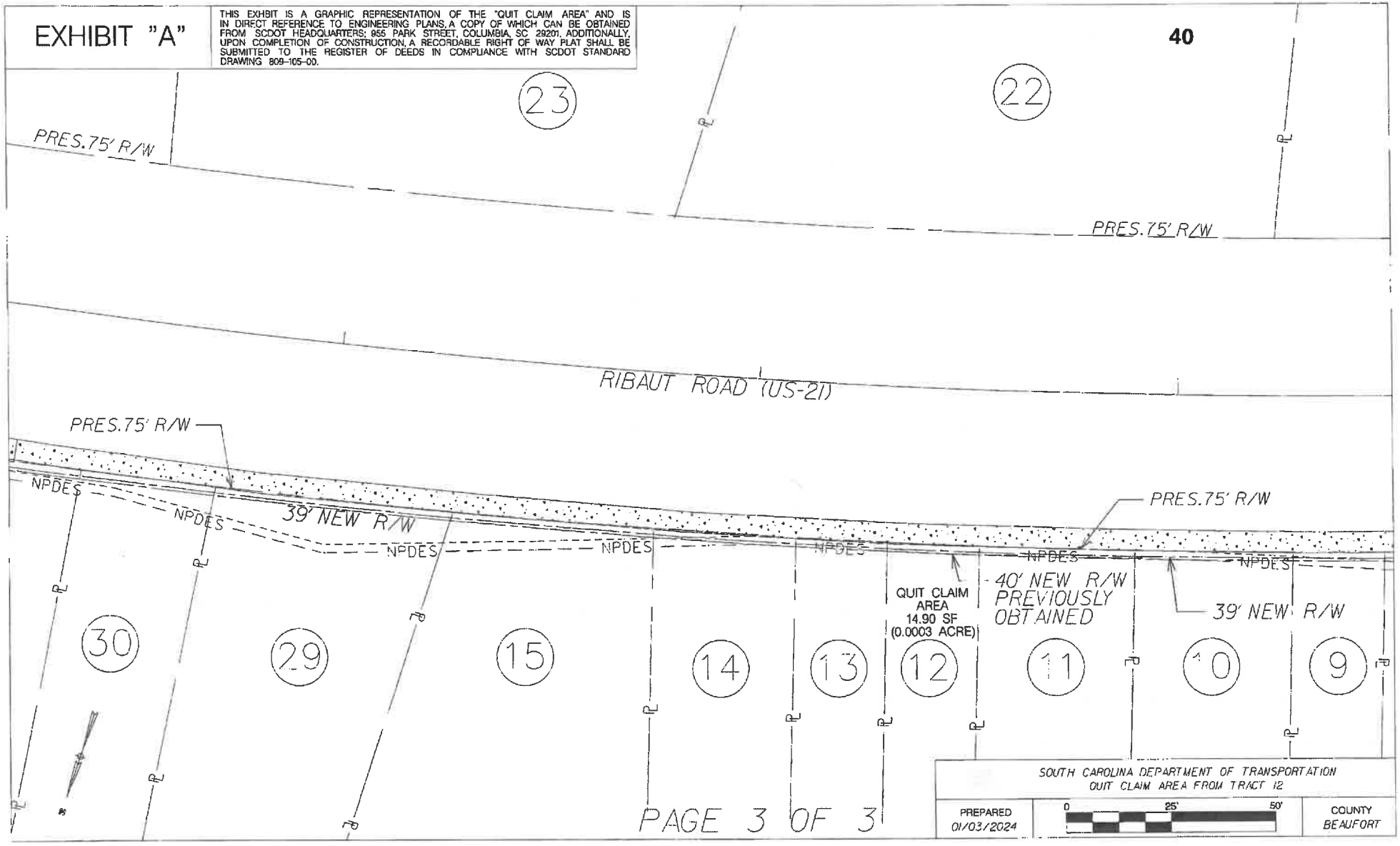


EXHIBIT "A" page 3

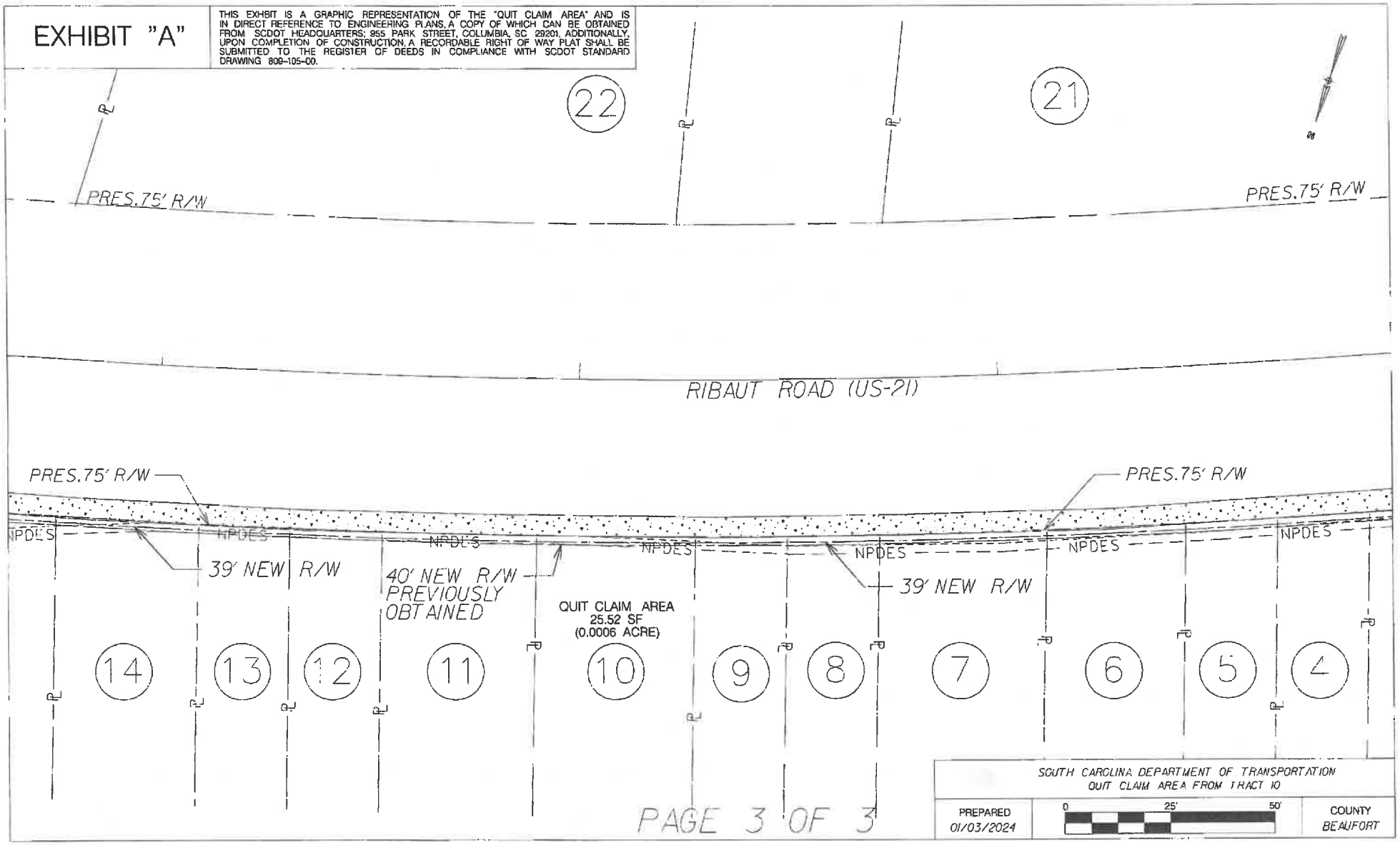
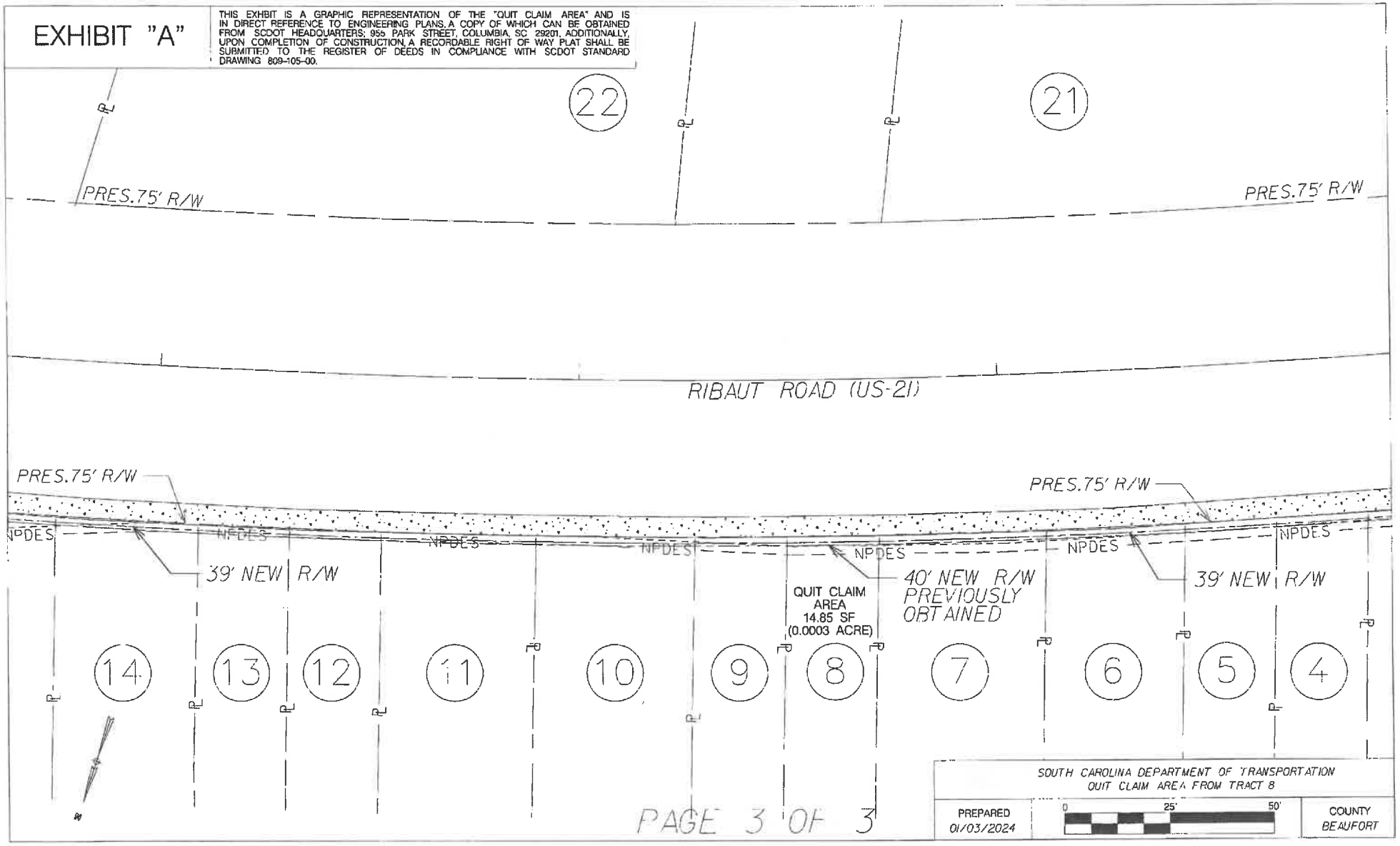


EXHIBIT "A" page 4

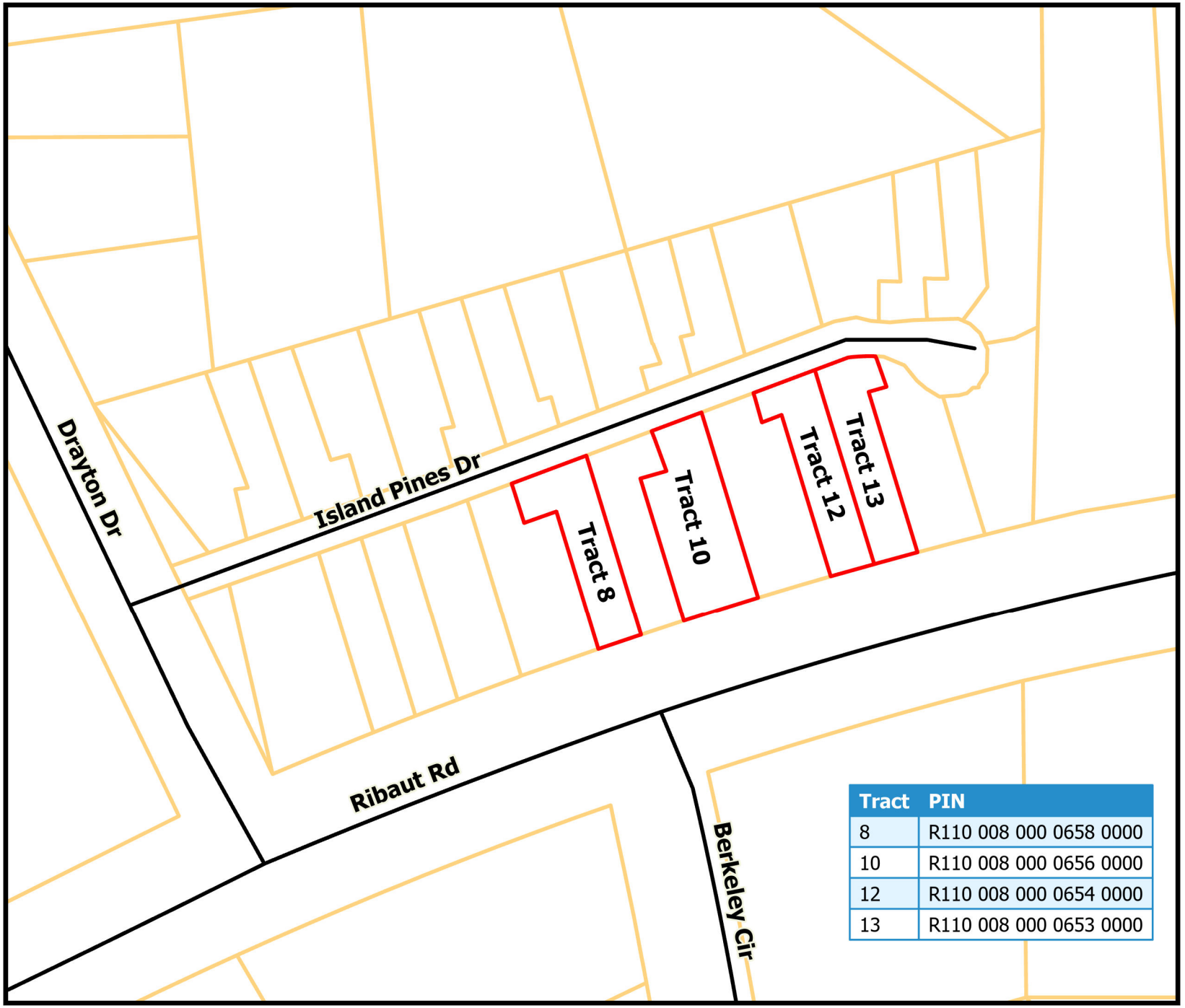


Location Map

Location of Affected Tract Owners

Activity: Ribaut Rd Pathway Project

Township: Port Royal



Tract	PIN
8	R110 008 000 0658 0000
10	R110 008 000 0656 0000
12	R110 008 000 0654 0000
13	R110 008 000 0653 0000

0 50 100 Feet

Prepared By: Beaufort Co, GIS Division
Print Date: 01/07/2025
Path: E:\ArcGIS Pro Projects\Ribaut Road.aprx

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Recommend Approval of a resolution for the Alljoy Boat Landing improvements

MEETING NAME AND DATE:

Public Facilities Meeting - January 21, 2025

PRESENTER INFORMATION:

Jared Fralix, PE Assistant County Administrator of Infrastructure

5 minutes

ITEM BACKGROUND:

Over the past two years, multiple community meetings have been held to discuss planned improvements in the Alljoy area. As outlined in the 2023 Boat Landing Master Plan, the expansion of boat landings was identified as a top priority for many locations across the county. Following the adoption of the Master Plan, the property at 2 Mullet Street, which adjoins the Alljoy Boat Landing, was listed for sale and subsequently purchased in 2023. That same year, funds from the A&H Tax were allocated for various improvements at the boat landing. In 2024, the floating dock was replaced, and the residential dock was removed. Additionally, Representative Weston Newton facilitated a $1.2 million direct appropriation through SCDNR as part of the FY 2025 state budget. With this additional funding, plans can be made to demolish the existing residence on the property and construct additional parking spaces and restroom facilities, further enhancing the amenities and accessibility of the Alljoy Boat Landing.

PROJECT / ITEM NARRATIVE:

On January 7, 2025, a community meeting was held at the Bluffton Branch Library to provide updates on various local projects, with a specific focus on potential improvements to the Alljoy Boat Landing. During the meeting, a conceptual plan was shared, highlighting several proposed enhancements, including parking lot upgrades, the addition of restroom facilities, a fishing pier, and covered spaces.

The goal of this resolution is to establish clear guidance on these proposed improvements, enabling staff to incorporate them into a defined project plan for implementation.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approving the Resolution that describes the improvements that will be incorporated into the Alljoy Boat Landing Improvements.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/modify the resolution that defines the Alljoy Boat Landing Improvements

Next Steps: Approved resolution to move to Council for approval

RESOLUTION 2025 /__

A RESOLUTION TO ESTABLISH THE SCOPE OF THE PLANNED IMPROVEMENTS FOR THE ALLJOY BOAT LANDING PROJECT

WHEREAS, a county-wide boat landing master plan was presented and adopted in 2023; and

WHEREAS, as identified in the boat landing master plan, parking is limited at many boat landings across the county, and acquiring additional properties for expansion is a priority; and

WHEREAS, in 2023, the property at 2 Mullet Street, which adjoins the Alljoy Boat Landing, was listed for sale and subsequently purchased by the County; and

WHEREAS, in 2023, Local Accommodations Tax and Hospitality Tax Funds (A&H) were allocated for various improvements at the Alljoy Boat Landing; and

WHEREAS, following the A&H tax appropriation, the boat ramp dock has been replaced, and the residential dock, part of the 2 Mullet Street purchase, has been demolished; and

WHEREAS, Beaufort County was awarded $1,200,000 from the South Carolina Department of Natural Resources via direct appropriation in the FY 2025 state budget, as submitted by Representative Weston Newton, for improvements to the Alljoy Boat Landing; and

WHEREAS, a community meeting was held on January 7, 2025, at the Bluffton Branch Library, where information was shared, and input was sought based on a conceptual plan, which is shown as Exhibit A; and

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA hereby determines that the scope of the planned Alljoy Boat Landing Improvement Project should focus on amenities that enhance its use as a boat landing. Planned improvements include, but are not limited to:

- Additional parking, with priority given to boat trailer parking, followed by golf cart parking, and additional automobile parking shall receive the lowest priority.
- Water quality improvements, potentially through parking surface treatment and/or stormwater best management practices (BMPs).
- Demolition of the existing house and replacement with restroom facilities.
- Construction of a fishing pier to help separate fishing activities from the boat dock, with a design that discourages boating use.
- Covered space, not as a standalone pavilion, but potentially as part of the fishing pier.
- Improved pedestrian access to the boat dock and parking area.
- Enhanced accommodations at the existing beach access.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Alice Howard, Chairman

ATTEST:

_____

Sarah W. Brock, Clerk to Council

Exhibit A



Alljoy Boat Landing Improvements

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
APPROVAL OF A RESOLUTION TO ADOPT THE LOWCOUNTRY COUNCIL OF GOVERNMENTS (LCOG) SAFETY ACTION PLAN AND TARGET ZERO POLICY
MEETING NAME AND DATE:
Public Facilities and Safety Committee – January 21, 2025
PRESENTER INFORMATION:
Byran Bauer, Director of Engineering (5 min)
ITEM BACKGROUND:
Lowcountry Council of Governments (LCOG) and the Lowcountry Area Transit Study (LATS) were awarded a Safe Streets For All (SS4A) grant to develop a Safety Action Plan (SAP) for the four county region (Beaufort, Jasper, Colleton, and Hampton). LCOG & LATS have published the final plan and adopted a Target Zero Policy by Resolution. The SAP provides statistics for Beaufort County accidents and provides a list of potential projects as well as some mitigation recommendations. The Target Zero is a public health-based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a data driven, multi-disciplinary, safe systems approach that provides safer streets and equitable mobility for all.
PROJECT / ITEM NARRATIVE:
Beaufort County is represented in LCOG and LATS. By adopting the SAP and the Target Zero Policy, the County will be in alignment with the State and region in these endeavors. Additionally, by adopting a SAP which is being adopted in the region and adopting the policy, the County will score more favorably when applying for safety improvement grants.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of a Resolution Adopting the LCOG Safety Action Plan and Target Zero Policy.
OPTIONS FOR COUNCIL MOTION:
Motion to Approve/Deny a Resolution Adopting the LCOG Safety Action Plan and Target Zero Policy. Next step: Resolution moved to Council for Adoption of the LCOG Safety Action Plan and Target Zero Policy by full County Council.

RESOLUTION 2025 /__

A RESOLUTION TO ADOPT THE LOWCOUNTRY SAFETY ACTION PLAN AND TARGET ZERO POLICY TO BE IN ALIGNMENT WITH THE REGIONAL SAFETY ACTION PLAN AND TARGET ZERO POLICY

WHEREAS, Lowcountry Council of Governments (LCOG) received funding through the United States Department of Transportation (USDOT) Safe Streets and Roads for All (SS4A) program to develop a Safety Action Plan for its four-county region of Beaufort, Colleton, Hampton, and Jasper counties; and

WHEREAS, according to data from the National Highway Traffic Safety Administration (NHTSA), each year approximately 40,000 people are killed in traffic collisions in the United States; and

WHEREAS, according to data from NHTSA, South Carolina experienced the second highest rate of fatal
and pedestrian-involved crashes in the United States from 2017-2021; and

WHEREAS, according to data from the South Carolina Department of Transportation (SCDOT), Beaufort County was represented among the top 10 pedestrian and cyclist fatality rates in South Carolina in from 2017-2021; and

WHEREAS, according to data from SCDOT, 22,668 vehicular accidents and 138 fatalities occurred between January 2017 and October 2023 in Beaufort County; and

WHEREAS, according to data from SCDOT, approximately 30% of all accidents reported over the same period resulted in an injury or fatality; and

WHEREAS, the LCOG and Lowcountry Area Transportation Study (LATS) have partnered with the Federal Highway Administration (FHWA), SCDOT, Beaufort County, Colleton County, Hampton County, Jasper County, surrounding municipalities, and regional stakeholders to develop the LCOG Safety Action Plan; and

WHEREAS, this Safety Action Plan was developed through data analysis, stakeholder engagement, and public input to develop a comprehensive set of multi-disciplinary strategies and projects that address safety for all road users and prioritize the needs of vulnerable road users and those living in transportation-disadvantaged communities; and

WHEREAS, LCOG has, by resolution, previously adopted and supported statewide safety targets through long-range planning and programming activities; and

WHEREAS, Target Zero is a public health-based traffic safety strategy to reduce and eventually eliminate traffic deaths and serious injuries using a data driven, multi-disciplinary, safe systems approach that provides safer streets and equitable mobility for all; and

WHEREAS, Target Zero recognizes that while human error will always occur, a combination of engineering, education, and enforcement measures can reduce the likelihood of collisions causing death or severe injuries; and

WHEREAS, FHWA, SCDOT, LCOG, and LATS have made a commitment to eliminating fatalities and serious injuries on the nation’s and state’s roadways using a data driven interdisciplinary

approach modeled after Vision Zero and with a focus on using proven effective strategies and countermeasures.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA hereby adopts the Lowcountry Council of Governments Safety Action Plan and Target Zero Policy.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Alice Howard, Chair

ATTEST:

_____
Sarah W. Brock, Clerk to Council

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
Annual Hawkers and Peddlers License Fees 2025
MEETING NAME AND DATE:
Finance Committee Meeting January 27, 2025
PRESENTER INFORMATION:
Chuck Atkinson, Assistant County Administrator, Development and Recreation
ITEM BACKGROUND:
S.C. Code Sec. 40-41-10 et seq. provides that the governing body of each County shall fix and establish the fees for hawkers and peddlers in its County each year. It is recommended that the fees for calendar year 2025 be as follows: In County - $75.00; out of County - $500.00; out of State - $1,000.00. These are the same amounts charged for calendar year 2024.
PROJECT / ITEM NARRATIVE:
There are very few businesses to which this fee applies, but state law requires that the fees be set each year.
FISCAL IMPACT:
Minimal. In calendar year 2024, Beaufort County received $450.00 in hawkers and peddlers license fees. See the attached report from Brandi Hussmann, Business Services Administrator.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve hawkers and peddlers license fees as recommended.
OPTIONS FOR COUNCIL MOTION:
The Finance Committee may recommend approval, denial, or modification of the fees to County Council. County Council may approve, reject, or modify the hawkers and peddlers license fees as proposed by staff.

BEAUFORT COUNTY BUSINESS SERVICES
P. O. Drawer 1228
Beaufort, SC 29901-1228
Phone: 843-255-2270 Fax: 843-255-9411
www.beaufortcountysc.gov

TO: Clerk to County Council

FROM: Brandi Hussmann, Business Services Administrator

DATE: January 21, 2025

SUBJECT: Hawkers and Peddlers Permit Report

Listed below are the fees collected from the sale of Hawkers and Peddlers Permit for calendar year 2024.

During the calendar year 2024, we issued 6 Hawkers and Peddlers Permits at $75.00. The fees collected totaled $450.00. The current fee schedule is as follows:

County Resident	$75.00
State Resident	$500.00
Out of State	$1,000.00

The following vendors are exempt from the Hawker and Peddler Permit requirements: vendors of newspapers, magazines, vegetables, tobacco, and all agricultural products.

CHAPTER 41
Peddlers and Hawkers, Horse Traders, and Fortunetellers

ARTICLE 1
Peddlers and Hawkers

SECTION 40-41-10. License required of peddlers and hawkers.

No person shall as a hawker or peddler expose for sale or sell any goods, wares and merchandise in any county in this State unless he has received and is ready to produce and exhibit a license from the clerk of the court of common pleas of such county so to sell or expose for sale goods, wares and merchandise in such county.

HISTORY: 1962 Code Section 56-1201; 1952 Code Section 56-1201; 1942 Code Section 7120; 1932 Code Section 7120; Civ. C. '22 Section 3927; Civ. C. '12 Section 2618; Civ. C. '02 Section 1742; G. S. 1338; R. S. 1451; 1876 (16) 64; 1893 (21) 407.

SECTION 40-41-20. Issuance and term of license.

Such clerk shall issue licenses to hawkers and peddlers, to be good in his county until the last day of December next after the date of their issue, upon receiving from the applicant such fee therefor as the governing body of the county shall establish as the license fee for hawkers and peddlers in such county. Each license shall specify the sum paid therefor and the privileges granted thereby.

HISTORY: 1962 Code Section 56-1202; 1952 Code Section 56-1202; 1942 Code Section 7121; 1932 Code Section 7121; Civ. C. '22 Section 3938; Civ. C. '12 Section 2619; Civ. C. '02 Section 1743; R. S. 1452; 1893 (21) 408; 1935 (39) 472; 1938 (40) 1655; 1939 (41) 10, 212, 444; 1940 (41) 1704.

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:
Recommendation to Approve Traffic Calming Improvements in the Shell Point Neighborhood
MEETING NAME AND DATE:
Public Facilities and Safety Committee – January 21, 2025
PRESENTER INFORMATION:
Bryan Bauer, Director of Engineering (5 mins)
ITEM BACKGROUND:
In 2021, SCDOT conducted a speed study to lower the Shell Point Area from 30mph to 25mph which allows opportunities for traffic calming measures. Beaufort County completed two (2) Traffic Calming Studies which determined locations for seven (7) speed humps along Broad River Drive, Dogwood Street, and Shell Point Road. In also recommended a raised intersection at Shell Point Road and Broad River Drive.
PROJECT / ITEM NARRATIVE:
SCDOT's Traffic Calming Guidelines require either petition of the citizens or Council approval. A petition was developed and design of the improvements begun, however; the petition cannot be located, therefore this will require Council's approval.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Recommendation to Approve Traffic Calming Improvements in the Shell Point Neighborhood.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny: Recommendation to Approve Traffic Calming Improvements in the Shell Point Neighborhood Move forward to County Council to approve/deny.

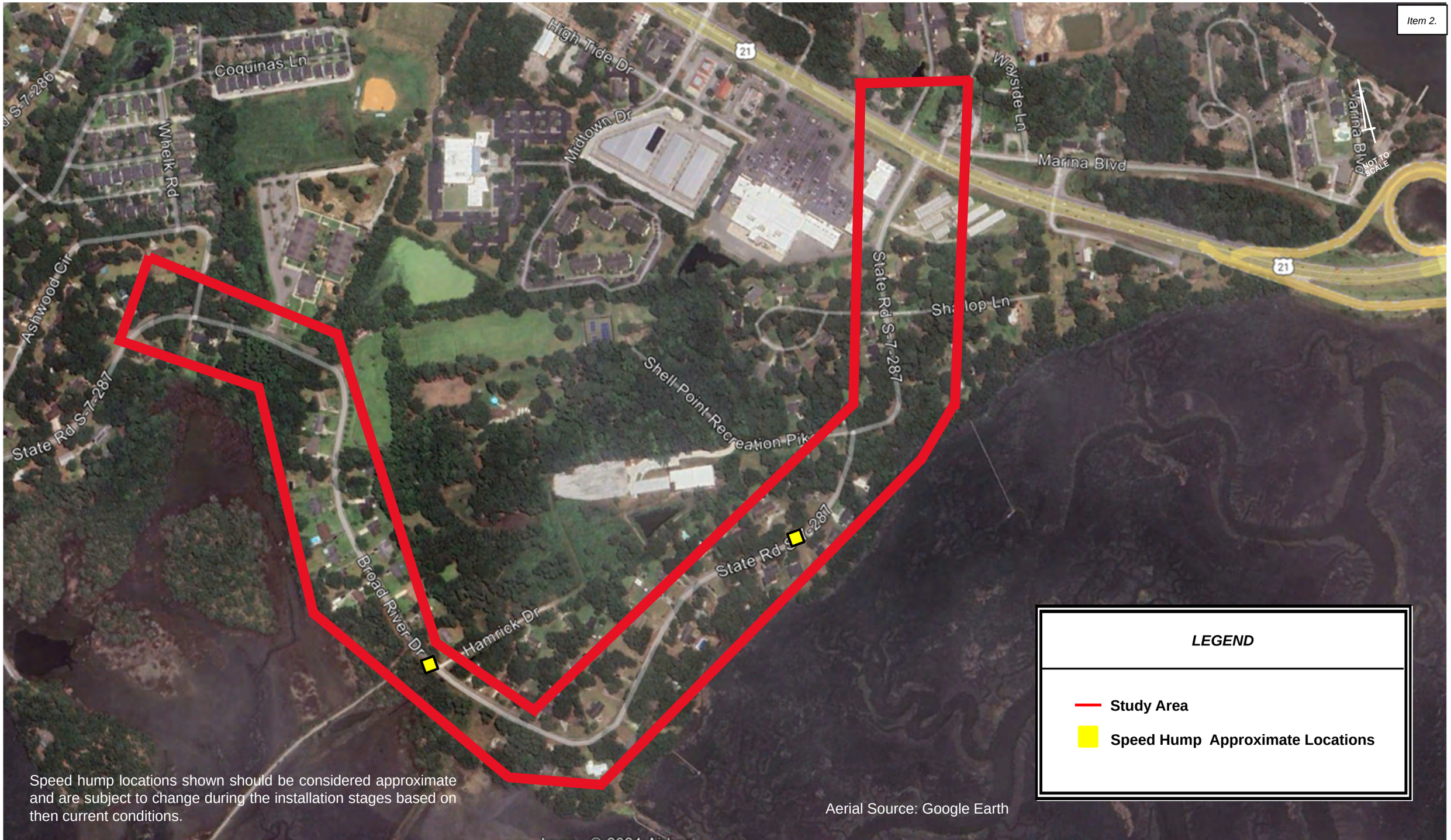


BIHL ENGINEERING

Shell Point Neighborhood - Selected Roadways Traffic Calming Analysis

Overall Traffic Calming Recommendations

Figure 4



Speed hump locations shown should be considered approximate and are subject to change during the installation stages based on then current conditions.

Aerial Source: Google Earth

LEGEND

- **Study Area**
- **Speed Hump Approximate Locations**

BIHL ENGINEERING

Shell Point Neighborhood – Broad River Drive Traffic Calming Analysis

Study Area and Overall Traffic Calming Recommendations

Figure 1

BEAUFORT COUNTY COUNCIL
AGENDA ITEM SUMMARY

ITEM TITLE:

Recommendation to authorize the Administrator to execute a Memorandum of Understanding (MOU) between Beaufort County and the Palmetto Clean Fuels Coalition.

MEETING NAME AND DATE:

Public Facilities and Safety Committee – January 21, 2025

PRESENTER INFORMATION:

Bryan Bauer, PE –Director of Engineering *(5 mins)*

ITEM BACKGROUND:

The Palmetto Clean Fuels Coalition (PCF) is an initiative of the State Energy Office. PCF works to increase the use of alternative fuels and advanced vehicle technologies in South Carolina. PCF is part of the Clean Cities program, one of nearly 100 designated coalitions in the United States. The PCF was established in 2003. Beaufort County became a stakeholder of the coalition in 2013.

PROJECT / ITEM NARRATIVE:

An updated MOU was created in 2023. The MOU will need to be approved to continue Beaufort's County standing as a stakeholder.

FISCAL IMPACT:

None

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the stake holder memorandum of understanding with the Palmetto Clean Fuels Coalition (PCF).

OPTIONS FOR COUNCIL MOTION:

Motion to recommend Council approve/deny Administrator to execute the stake holder memorandum of understanding with the Palmetto Clean Fuels Coalition (PCF).

Next Step: Move forward with execution of the stake holder memorandum of understanding with the Palmetto Clean Fuels Coalition (PCF).

MEMORANDUM OF UNDERSTANDING

Palmetto Clean Fuels Coalition (PCF), a designated US Department of Energy Clean Cities Coalition, is dedicated to promoting alternative fuels, fuel blends, advanced vehicles, hybrid vehicles, fuel economy, and idle reduction. As a Clean Cities organization, PCF strives to advance the nation's economic, environmental and energy security by supporting local decisions to adopt practices that contribute to the reduction of petroleum consumption.

Membership with PCF is a voluntary partnership and will include email updates on grant opportunities, educational outreach, and promotion of your organization on our website, which lists stakeholders. Stakeholders will work to promote the goals of PCF and will work synergistically on these efforts to promote alternative fuel solutions and advanced vehicle technologies across South Carolina. PCF and Stakeholders will collaborate to encourage energy independence, economic development and a cleaner South Carolina.

_____
Stakeholder Name (please print)

_____
Organization

_____
Address (city/state/zip)

_____
Email address

_____
Phone number

_____
Signature

_____
Rene Kelly, *PCF Director*

MEMORANDUM OF UNDERSTANDING

The Palmetto State Clean Fuels Coalition (PSCFC), a designated U.S. Department of Energy Clean Cities Coalition, is dedicated to promoting alternative fuels, fuel blends, advanced vehicles, hybrid vehicles, fuel economy, and idle reduction. As a Clean Cities organization, the PSCFC strives to advance the nation's economic, environmental and energy security by supporting local decisions to adopt practices that contribute to the reduction of petroleum consumption.

Membership in the PSCFC is a voluntary partnership and will include email updates on grant opportunities, educational outreach, and promotion of your organization on our website which lists stakeholders. Stakeholders will work to promote the goals of the PSCFC and will work synergistically on these efforts to promote alternative fuel solutions and advanced vehicle technologies across South Carolina. PSCFC and Stakeholders will collaborate to encourage energy independence, economic development and a cleaner South Carolina.

Jennifer Taraskiewicz
PSCFC Coordinator

David Coleman
Energy Manager Beaufort County

9/19/2013
Date

Date