



Community Services and Land Use Committee Beaufort County, SC

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

**Monday, August 19, 2024
2:00 PM**

AGENDA

COMMITTEE MEMBERS:

**ALICE HOWARD, CHAIR
GERALD DAWSON
THOMAS REITZ**

**YORK GLOVER, VICE-CHAIRMAN
PAULA BROWN
JOSEPH PASSIMENT, EX-OFFICIO**

1. CALL TO ORDER
2. 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
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - *June 10, 2024*
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**
Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.
7. ASSISTANT COUNTY ADMINISTRATOR REPORT - *Chuck Atkinson, Development, and Audra Antonacci-Ogden, Community Services*

AGENDA ITEMS

- [8.](#) RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE 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 (**FISCAL IMPACT: this property was purchased for \$3,200,000 for the purpose of facilitating Affordable Workforce housing. The Transfer of property has no fiscal impact**) - *Hank Amundson, Special Assistant to the County Administrator*

9. GREENSPACE ADVISORY COMMITTEE UPDATE ON MITCHELVILLE PROJECT- *Mike McShane, Chairman Green Space Committee* (UPDATED TITLE PER ACA CHUCK ATKINSON)
10. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION PARTNERING WITH THE UNITED WAY OF THE LOWCOUNTRY COMMUNITY WIDE STRATEGIC PLAN ***(FISCAL IMPACT: Total Investment of \$50,000 approved and allocated to Together for Beaufort County from the Community Services Grant Program)***- *Audra Antonacci – Ogden, ACA*
11. RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BEAUFORT FOR MAINTENANCE OF COUNTY OWNED PROPERTY KNOWN AS BOUNDARY STREET VISTA - LOGAN (R100 026 00A 0260 0000 and R100 026 00A 0261 0000) - *Stefanie M. Nagid, Passive Parks Director*
12. ADJOURNMENT

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>



Community Services and Land Use Committee Beaufort County, SC

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

Monday, June 10, 2024
3:00 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/307409>

COMMITTEE MEMBERS:

ALICE HOWARD, CHAIR
GERALD DAWSON
THOMAS REITZ

YORK GLOVER, VICE-CHAIRMAN
PAULA BROWN
JOSEPH PASSIMENT, EX-OFFICIO

1. CALL TO ORDER

Committee Chairman Howard called the meeting to order at 3:00pm.

PRESENT

Committee Chair Alice Howard
Committee Vice-Chair York Glover
Council Member Paul Brown
Council Member Gerald Dawson
Council Member Thomas Reitz
Ex-Officio Joseph Passiment
Council Member Anna Maria Tabernik

ABSENT

Council Member Lawrence McElynn
Council Member David Bartholomew
Council Member Mark Lawson
Council Member Logan Cunningham

2. PLEDGE OF ALLEGIANCE

Committee Chairman led the Pledge of Allegiance.

3. **FOIA**

Committee Chairman noted the public notification of the meeting has been published, posted, and distributed in the compliance with the South Carolina Freedom of Information Act.

4. **APPROVAL OF AGENDA**

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

Vote: Motion was approved without objection.

5. **APPROVAL OF MINUTES- May 13, 2024**

Motion: It was moved by Council Member Tabernik, Seconded by Ex-Officio Passiment to approve the minutes of May 13, 2024.

Vote: Motion was approved without objection.

6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**

1. Bob Semmler
2. Karen Radford

7. **ASSISTANT COUNTY ADMINISTRATOR REPORT - Audra Antonacci-Ogden**

Please watch the video stream available on the County's website to view the full update.

<https://beaufortcountysc.new.swagit.com/videos/307409?ts=294>

AGENDA ITEMS

8. **DISCUSSION CONCERNING A LETTER OF SUPPORT FOR BEAUFORT JASPER HOUSING TRUST**

Motion: It was moved by Council Member Reitz, Seconded by Council Member Brown to recommend to Council a letter of support for Beaufort Jasper Housing Trust.

The Motion: Motion was approved without objection.

9. **RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE TO AMEND BEAUFORT COUNTY'S TRAFFIC IMPACT ANALYSIS (TIA) POLICY.**

Motion: It was moved by Ex-Officio Passiment, Seconded by Council Member Tabernik to recommend approval to Council of an Ordinance to amend Beaufort County's Traffic Impact Analysis (TIA) Policy.

Vote: Motion was approved without objection.

10. **CONSIDERATION BY COUNCIL OF AN ORDINANCE AMENDING THE ZONING MAP FOR 4.73 ACRES (R200 019 000 0076 0000) LOCATED AT 26 EUSTIS LANDING ROAD FROM T2 RURAL (T2R) AND T2 RURAL CENTER (T2RC) TO T2 RURAL CENTER (T2RC)**

Motion: It was moved by Vice-Chairman Glover, Seconded by Council Member Reitz to recommend DENIAL of an ordinance amending the zoning map for 4.73 acres (R200 019 000 0076 0000) located at 26 Eustis Landing Road from T2 Rural (T2R) and T2 Rural Center (T2RC) to T2 Rural Center (T2RC).

Vote: Motion was approved without objection.

11. **RECOMMEND APPROVAL TO COUNCIL OF A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A VOLUNTEER SERVICE AGREEMENT WITH THE FRIENDS OF WHITEHALL PARK TO ALLOW THEM TO PROVIDE VOLUNTEER SERVICES TO BE PERFORMED AT WHITEHALL PARK FOR THE BENEFIT OF THE COUNTY**

Motion: It was moved by Vice-Chairman Glover, Seconded by Council Member Dawson to recommend approval to Council of a resolution authorizing the Interim County Administrator to execute a Volunteer Service Agreement with the Friends of Whitehall Park to allow them to provide volunteer services to be performed at Whitehall Park for the benefit of the County.

Vote: Motion was approved without objection.

12. **RECOMMEND APPROVAL TO COUNCIL TO FUND DUE DILIGENCE AND NEGOTIATE TERMS OF ACQUISITIONS FOR GREEN SPACE APPLICATIONS (Trotter's Loop, Essex Farms, Victoria Bluff, and Broad Creek Marina)**

Please watch the video stream available on the County's website to view the full update.

<https://beaufortcountysc.new.swagit.com/videos/307409?ts=1370>

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Brown to recommend approval to Council to fund Due Diligence and negotiate terms of acquisitions for Green Space applications.

Vote: Motion was approved without objection.

13. **ADJOURNMENT**

Committee Chairman adjourned the meeting at 4:01pm.

Ratified:

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>



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

ITEM TITLE:

AN ORDINANCE 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

MEETING NAME AND DATE:

Community Services and Land Use Committee; *August 19, 2024*

PRESENTER INFORMATION:

Hank Amundson, Special Assistant to the County Administrator (10 mins.)
Brittany Ward, County Attorney

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 ("Town"), the County began the process of partnering with Beaufort Memorial Hospital ("BMH") 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.

BMH 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 having Residential Dwelling Units available for the project and has expressed support for the project producing workforce housing units, improved access to healthcare services, and the reduction of commercial units on the site.

PROJECT / ITEM NARRATIVE:

The joint project, supported by Beaufort County, the Town of Bluffton, Saint Andrew By-the-Sea United Methodist Church, and undertaken by Beaufort Memorial Hospital ("BMH"), will produce approximately 125 affordable/workforce housing and medical offices will provide affordable/workforce housing and improve access to healthcare offerings in the ideal location near services, public transportation, and occupational opportunity. This project accomplishes goals for Beaufort County, Town of Bluffton and BMH. This collaborative effort between Beaufort County, BMH, and the Town of Bluffton is an example to be followed in the future. Additionally, the seller of the property, St. Andrew by-the-Sea United Methodist Church also contributed to the project by decreasing the sale price from the initial appraised value of \$4,000,000 to \$3,200,000 in support of making the project viable.

FISCAL IMPACT:

This property was purchased for \$3,200,000 for the purpose of facilitating Affordable Workforce housing. The Transfer of property has no fiscal impact.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the ordinance to convey the property to Beaufort Memorial Hospital for the development of affordable/workforce housing and medical facilities.

OPTIONS FOR COUNCIL MOTION:

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

MOVE FORWARD TO COUNCIL FOR FIRST READING ON AUGUST 26, 2024; a public hearing is required

ORDINANCE 2024/_____**AN ORDINANCE 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; 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 _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

ORDINANCE 2023/14

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS TO PURCHASE AND TO FUND THE PURCHASE OF REAL PROPERTY LOCATED AT 333 & 335 BUCKWALTER PARKWAY

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

WHEREAS, the County has identified real property in the southern portion of Beaufort County located conveniently 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 work force and affordable housing; and

WHEREAS, the real property identified by the County includes a parcel consisting of approximately 10.09 acres with TMS No. R610 030 000 0712 0000 and an address of 333 and 335 Buckwalter Parkway; collectively hereinafter referred to as the "Property"; and

WHEREAS, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property below the fair market value in the amount of Three million Six Hundred Thousand (\$3,600,000) Dollars plus closing costs with funds from the General Fund-Fund Balance; and

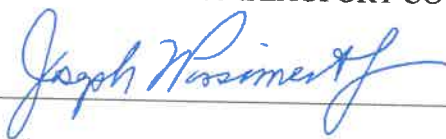
WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County to purchase the Property in order to provide citizens of Beaufort County with work force and affordable housing.

NOW, THEREFORE, BE IT ORDAINED by Beaufort County Council, duly assembled, authorizing the County Administrator to execute the necessary documents and provide funding in the amount of \$3,600,000 plus closing costs as described above for the purchase of real property located at 333 & 335 Buckwalter Parkway.

DONE this 27th day of March 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____



Joseph Passiment, Chairman

ATTEST:



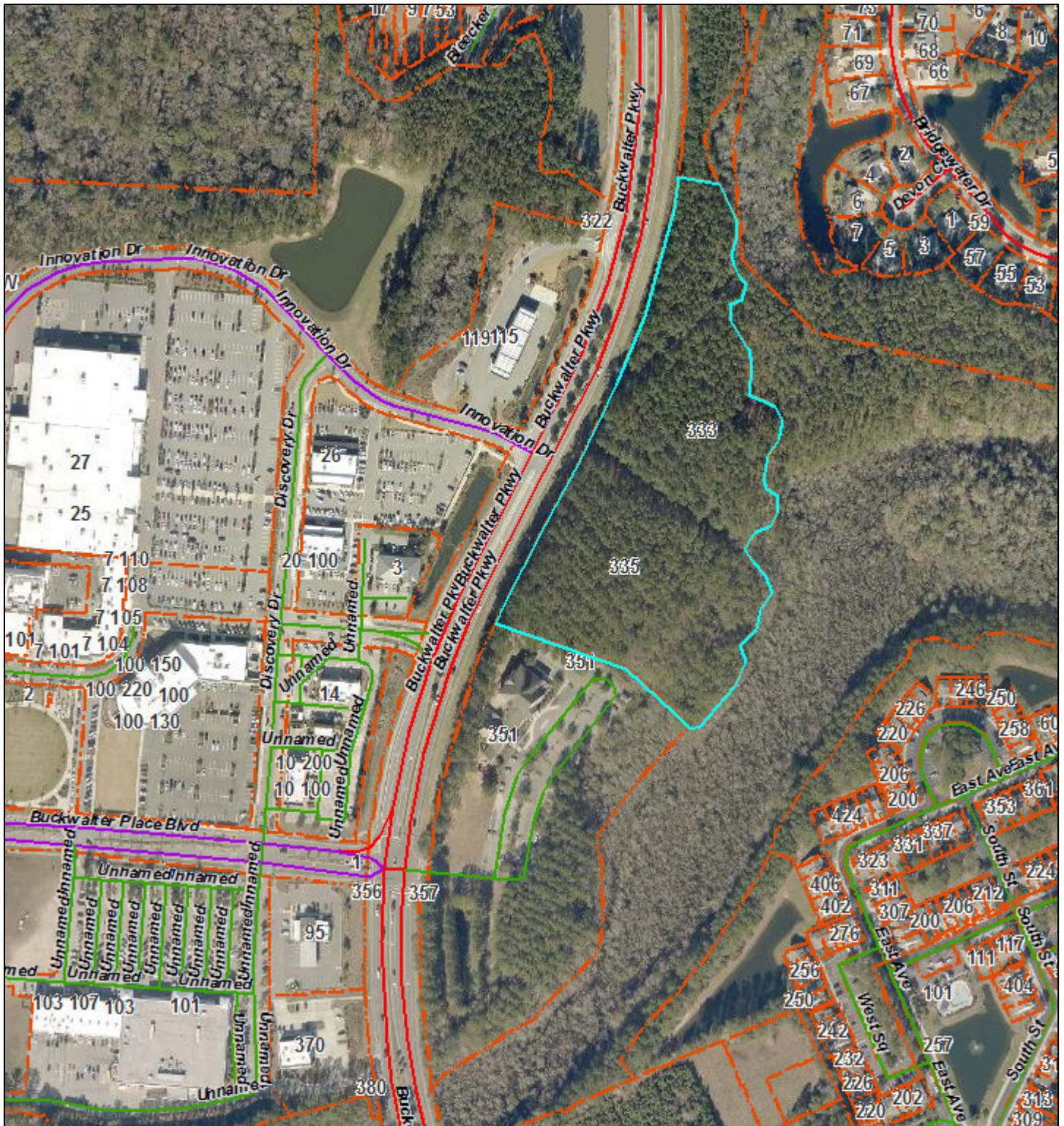
Sarah W. Brock, Clerk to Council

Third and Final Reading: March 27, 2023 / Vote 11:0

Public Hearing: March 13, 2023

Second Reading: March 13, 2023 / Vote 11:0

First Reading: February 27, 2023 / Vote 10:0



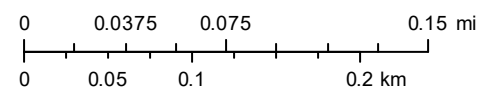
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1:4,514

Road Classifications

- UNCLASSED
- COUNTY, PAVED
- PRIVATE, PAVED
- MUNICIPAL, PAVED

- LiveParcels
- Red: Band_1
- Green: Band_2
- Blue: Band_3





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND COUNCIL APPROVE A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THE PROCUREMENT BY THE APPLICANT OF FEE SIMPLE REAL PROPERTY LOCATED ON HILTON HEAD ISLAND, KNOWN AS THE MITCHELVILLE TRACT (PIN# R510 005 000 0007 0000), NOT TO EXCEED THE FINAL VALUE AS DETERMINED BY A NEW APPRAISAL AFTER THE COMPLETION OF AN UPDATED PLAT, RESOLUTION OF ALL LEGAL ISSUES/CLAIMS, CONTINGENT UPON FULL LEGAL DESCRIPTION, AND SHALL REQUIRE THAT ANY FUNDS RECEIVED FROM GRANTS, PRIVATE, FEDERAL, OR STATE FUNDING BE USED SOLELY TO REIMBURSE THE EXPENDITURE OF THE GREEN SPACE PROGRAM

MEETING NAME AND DATE:

Community Services and Land Use Committee, Monday, May 13, 2024

PRESENTER INFORMATION:

Mike McShane, Chairman of the Green Space Advisory Committee (10-15 minutes)

ITEM BACKGROUND:

On December 11, 2023, the Community Services and Land Use Committee approved due diligence and negotiations for the Mitchelville Tract (the "Property"). After this approval, staff undertook the necessary actions with the Town of Hilton Head (the "Applicant"), and while county staff and the Applicant conducted their work on the property with known/disclosed title issues, a consent order to quiet title and partition land by sale was filed on March 25, 2024. The consent order placed a court mandated deadline for purchase agreements to be made by April 30, 2024, placing very specific restrictions/requirements on submissions. This prompted the Applicant to submit a purchase agreement in accordance with the consent order. The consent order also states that the court shall hold a hearing no later than May 14, 2024, to hear all purchase and sale agreements submitted. The consent order court action prompted the Green Space Advisory Committee to consider making a recommendation on the application prior to the completion of ongoing due diligence and negotiations. On April 26, 2024, the Green Space Advisory Committee met, reviewed the consent order and existing due diligence, and recommended conditional approval for the contribution of funds. The condition of their approval is for the contribution of funds not to exceed the final value as determined by a new appraisal after the completion of an updated plat. The Committee's recommendation also included requiring all opportunities from funds acquired through other grant/partnership opportunities only be used to reimburse funds contributed from the Green Space Program in order to leverage funds, as the applicant has not explicitly included a matching contribution component as a part of their application. It has not been determined at this time who will be responsible for applying for grant/collaboration funding opportunities and/or if ownership of the parcel will dictate which governmental entity qualifies to apply for and receive said funding. As a part of the program-required due diligence and discovery of matching/funding collaboration opportunities, which is a primary requirement of the program (leveraging of funds), consideration of elements associated with government entity ownership and land uses that would be allowed in perpetuity for the preservation procurement of the property is also required. Because this application was received from another governmental entity and the property is located within their municipal boundary, these items need to be known to allow for a complete application review and final staff evaluation. Doing so will establish property operation requirements, program compliant land use restrictions, and stewardship/maintenance plans for the property. Authorizing staff to complete the due diligence and negotiations with the applicant will help facilitate a better understanding of the application and allow for a final staff evaluation. This will also assist in achieving the program requirement of transparency and that the Green Space Program operates in a fiscally responsible manner.

PROJECT / ITEM NARRATIVE:

The Mitchelville Tract is a 25 +/- acre property located in Historic Mitchelville on Hilton Head Island. It is heirs' property, and the ownership is split among many parties. The Town of Hilton Head Island (the "Applicant") applied to the Green Space Program, requesting 100% funding, offering no municipal match/partnership contribution. The applicant, through their application and discussions with staff and the Green Space Advisory Committee, have expressed an interest in combining the parcel with the adjacent Fish Haul Creek Park to expand public access as a passive park. A preservation outcome for this property would achieve several goals of the Green Space Program, including providing public access to natural spaces and the waterfront, preservation of an intact natural habitat for plants and animals, protection of water quality, preservation of an established maritime forest, environment and economic resilience, and protection of areas with known historic and cultural significance.

FISCAL IMPACT:

TBD – Final amount is unknown until staff completes and reviews necessary due diligence in accordance with the Green Space Advisory Committee's recommendation and Green Space Program guidelines.

RECOMMENDATION TO COUNCIL:

Green Space Advisory Committee (GSAC) recommends approval with conditions. The recommendation is to recommend proceeding with purchase of the Mitchelville tract to the Community Services and Land Use Committee, not to exceed new appraisal on the property after completion of an updated plat, contingent on full legal description, and that any funds received from grant, private, federal, or state would be reimbursed to the Green Space fund. The vote to approve the motion was unanimous.

OPTIONS FOR COUNCIL MOTION:

Motion to approve, modify, or deny a Resolution to expend funds (TBD) from the Green Space Program to contribute to the procurement of a fee simple acquisition of the Mitchelville Tract located on Hilton Head Island.

RESOLUTION 2024/18

RECOMMEND COUNCIL APPROVE A RESOLUTION AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THE PROCUREMENT BY THE APPLICANT OF FEE SIMPLE REAL PROPERTY LOCATED ON HILTON HEAD ISLAND, KNOWN AS THE MITCHELVILLE TRACT (PIN# R510 005 000 0007 0000), NOT TO EXCEED THE FINAL VALUE AS DETERMINED BY A NEW APPRAISAL AFTER THE COMPLETION OF AN UPDATED PLAT, RESOLUTION OF ALL LEGAL ISSUES/CLAIMS, CONTINGENT UPON FULL LEGAL DESCRIPTION, AND SHALL REQUIRE THAT ANY FUNDS RECEIVED FROM GRANTS, PRIVATE, FEDERAL, OR STATE FUNDING BE USED SOLELY TO REIMBURSE THE EXPENDITURE OF THE GREEN SPACE PROGRAM

WHEREAS, the Mitchelville Tract (the “Property”) is one of the last remaining large, undeveloped parcels of land located on Hilton Head Island and abuts an existing town owned park that provides water access and recreation to the general public; and

WHEREAS, the Property is located in Historic Mitchelville on the shores of the Port Royal Sound of Hilton Head Island, which has historic and cultural significance; and

WHEREAS, the Beaufort County Council recognizes the need to preserve land that provides scenic, natural, environmental, recreational, rural, and open space character which is deemed essential to the County’s economic viability, environmental resilience, and overall quality of life; and

WHEREAS, the Beaufort County staff received a Fee Simple Application from the Town of Hilton Head Island requesting 100% funding from the Green Space Program which was presented to the Green Space Advisory Committee at their December 6, 2023, meeting, where the GSAC voted to recommend due diligence and negotiations to the Community Services and Land Use Committee; and

WHEREAS, the Beaufort County Community Services and Land Use Committee authorized staff to engage in due diligence and negotiations during their December 12, 2023 meeting; and

WHEREAS, the Beaufort County staff began conducting due diligence and negotiations to further evaluate the property and application against the Beaufort County Green Space Program Criteria to calculate the procurement benefits and overall value; and

WHEREAS, while Beaufort County and Town of Hilton Head staff undertook due diligence and negotiations, a consent order to quiet title and partition land by sale was filed on March 25, 2024 (“Exhibit A”), placing a court mandated deadline requiring all purchase agreements be submitted by April 30, 2024, placing very specific restrictions and requirements on submissions; and

WHEREAS, the Beaufort County staff presented the existing due diligence documents and their evaluation to the Green Space Advisory Committee during their April 26, 2024 meeting; and

WHEREAS, the Green Space Advisory Committee reviewed the staff evaluation, existing due diligence, and consent order, and voted to recommend conditional approval for the grant of Green Space funds to contribute to the procurement of the Property, not to exceed the final valuation as determined by a new appraisal after the completion of an updated plat, contingent upon full legal description; and

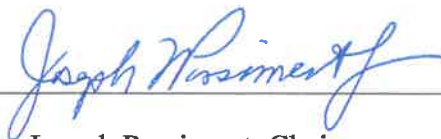
WHEREAS, the Green Space Advisory Committee additionally recommended that all funds acquired through other grant/funding opportunities be used solely to reimburse the Green Space Program grant in order to leverage program funds, because matching funds were not offered by the Town of Hilton Head or others; and

WHEREAS, Beaufort County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the Interim County Administrator to execute the necessary documents to contribute to funding for the procurement of a government owned fee simple acquisition of real property for the purposes of purchasing development rights and providing public passive recreation access.

NOW, THEREFORE, BE IT ORDAINED THAT BEAUFORT COUNTY COUNCIL, duly assembled, does hereby authorize a Resolution authorizing the Interim County Administrator to execute the documents necessary and to provide funds to contribute to the procurement by the Applicant of fee simple real property located on Hilton Head Island, known as the Mitchelville tract (PIN# R510 005 000 0007 0000), not to exceed the final value as determined by a new appraisal after the completion of an updated plat, resolution of all legal issues/claims, contingent upon full legal description, and shall require that any funds received from grants, private, federal, or state funding be used solely to reimburse the expenditure of the Green Space Program.

Adopted this 28th day of May 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
Joseph Passiment, Chairman

ATTEST: 

Sarah W. Brock, Clerk to Council

MITCHELVILLE ROAD - FEE SIMPLE

APPLICANT - TOWN OF HILTON HEAD ISLAND

25 +/- 2 Acres

Item 9.



MITCHELVILLE ROAD - FEE SIMPLE

Item 9.

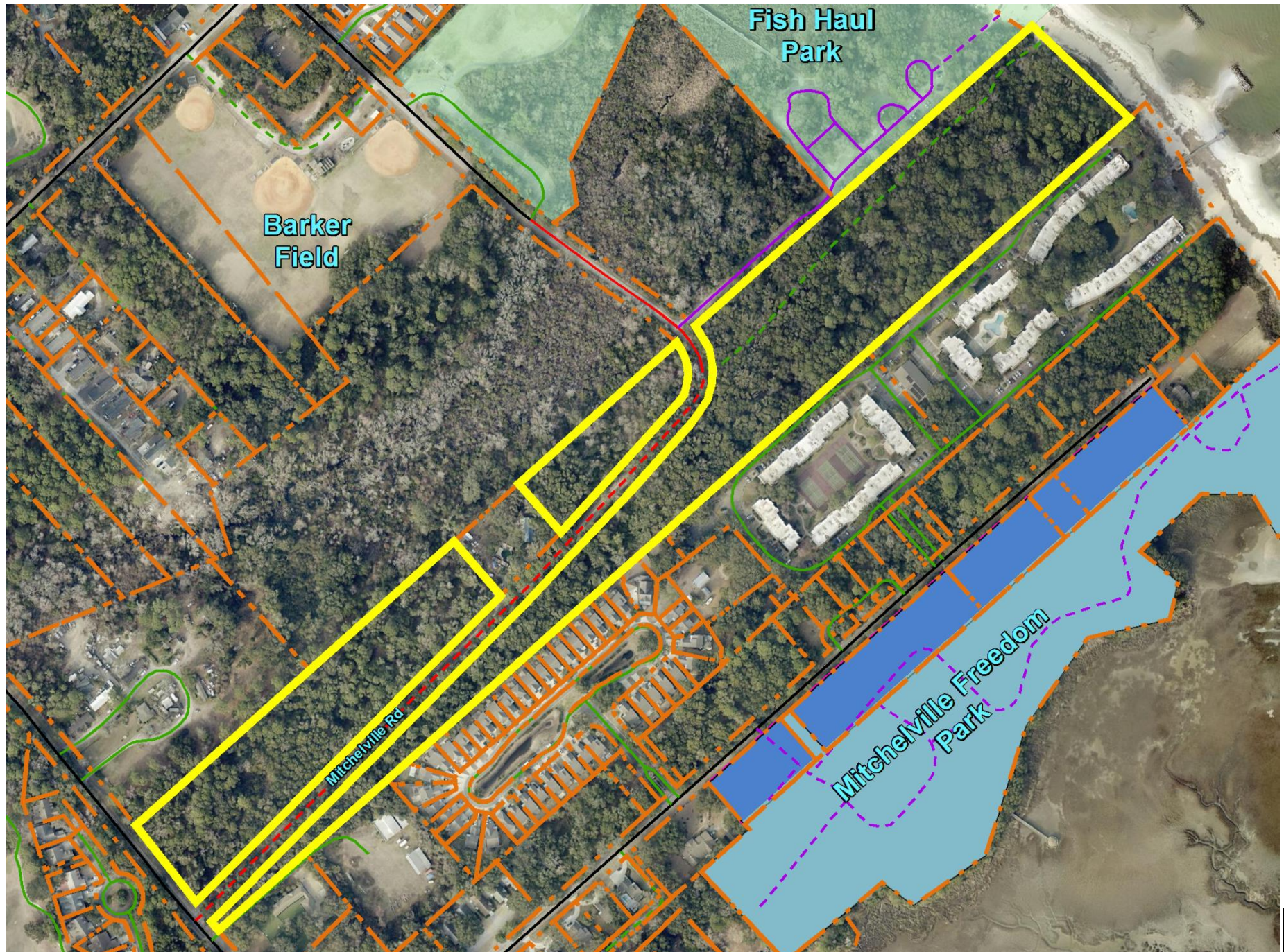


Exhibit "A"

Item 9.

TRONICALLY FILED - 2024 Mar 25 10:28 AM - BEAUFORT - COMMON PLEAS - CASE#2020CP0702301

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	FOURTEENTH JUDICIAL CIRCUIT
COUNTY OF BEAUFORT)	CIVIL ACTION NO. 2020-CP-07-02301
)	
GEORGIA HARRISON,)	
BARBARA HARRISON, JOYCE)	
ELLEN HARRISON, WILLIAM S.)	
HARRISON, III, STANLEY)	
ROBERTS, and DIANA)	
MENDHEIM, individually and as)	
agent and attorney in fact,)	
)	
Plaintiffs,)	
vs.)	
)	
STEPHANIE LORRAINE)	CONSENT ORDER
KIRKLAND, GARY LAMONT)	
KIRKLAND, KEITA NICOLE)	
WHITE, CHERYL KIRKLAND,)	
WILLIAM CHARLES KIRKLAND,)	
PAULETTE KIRKLAND, PAUL T.)	
ALLBRIGHT, CHRISTOPHER)	
KIRKLAND AND SHAWN)	
KIRKLAND,)	
)	
Defendants.)	
)	

This action was originally filed on November 24, 2020, to quiet title and partition land by sale pursuant to the Clementa C. Pinckney Uniform Partition of Heirs' Property Act, codified at S.C. Code Annot. Section 15-61-310 *et. seq.* The case was referred to the undersigned Master in Equity on April 21, 2021.

On October 20, 2021, the Defendants were notified by Order of their rights to purchase all of the Plaintiff cotenants' ownership interest in the property that is the subject of this action (the "Property") as allowed under the Pinckney Act. The Defendants had until December 22, 2021 to pay their

apportioned prices into Court, and by that Order, if the Defendants failed or refused to pay their apportioned prices into Court by December 22, 2021, then the Property was to be partitioned by sale at a purchase price of not less than \$9,100,000.00 and the Plaintiffs were authorized by that Order, to enter into, or ratify, a contract of sale of the Property for not less than that price. None of the Defendants paid their apportioned prices into Court by December 22, 2021.

On December 22, 2021, Defendants filed their Motion for Relief of Judgment and for Extension of Time to Tender Purchase Price and Right of First Refusal. On January 20, 2022, the Court denied said motion. Thereafter, Defendants filed a Motion for Reconsideration of the January 20, 2022 Order, and the Court denied that Motion for Reconsideration on March 7, 2022.

On March 9, 2022, the Defendants filed a Notice of Appeal to the Court of Appeals, which was assigned Case No. 2022-000277. That appeal was dismissed on March 15, 2023 and the Remittitur filed on April 5, 2023.

Just prior to the Court of Appeals' dismissal of Case No. 2022-000277, the Defendants herein filed a new Notice of Appeal on March 13, 2023, seeking the Court of Appeals' review of my Order of November 7, 2022 that denied the Defendants' September 7, 2022 motion entitled "Defendants' Motion For Stay And Waiver of Supersedeas Bond Or In the Alternative A Nominal Bond Pending Appeal" and of my Order of March 8, 2023 that denied the Defendants' Motion For Reconsideration of the November 7, 2022 Order. That appeal was assigned Case No. 2023-000438, and remains pending at the present time.

Although this case is currently on appeal, the parties now appear before this Court with a joint request for the Court to enter a Consent Order that allows the Petitioners to move forward with negotiations to sell the Property to a third party for the highest dollar amount that can be negotiated, with the caveat that Defendants will have the right to match the specific terms and conditions of the final agreement and acquire the Plaintiffs' 98.82 percent ownership interest according to the following timetable:

1. The Plaintiffs are free to (and encouraged to) proceed to negotiate a final written agreement for the sale and purchase of the Property at the highest price possible above \$9,100,000.00, which will benefit all heirs. Plaintiffs must provide copies of all purchase and sale agreements for the sale of the Property (including all amendments, exhibits and attachments) along with evidence of proof of funds from each proposed purchaser, to Defendants, in the manner set forth in Section 3 below, and to the Court no later than 4:00 pm EDT on April 30, 2024. The Court shall thereafter hold a hearing no later than May 14, 2024, regarding all purchase and sale agreements for the sale of the Property submitted by the stated deadline so the parties may state their respective positions on each agreement to assist the Court with its approval of an agreement for the sale of the Property(the "Approved Agreement"). While the purchase price will be a primary factor the Court will consider, the Court shall also consider other commercially reasonable factors

including, but not limited to, the following: (1) cash v. non-cash offer; (2) amount of earnest money; (3) length of due diligence period, including reservation of right to extend due diligence period; (4) timing, conditions and amount of any earnest money becoming nonrefundable, (5) maximum time to close; and (6) proof of funds acceptable to the Court; provided, however, that proof of funds related to any purchase and sale agreement with a town, municipality, governmental entity, or similar body may consist of a sworn certification by the chief administrative officer, such as a Town Manager or a County Administrator, that sufficient funds have been allocated for the acquisition of the Property. No purchase and sale agreement may be submitted to the Court for consideration to which a town, municipality, governmental entity, or similar body is a party that requires further approvals (including full funding authorization, resolutions, ordinances, approvals and allocated sourcing of the same) from the governing body; and any submissions of the same shall be considered null and void. The planned or intended use of the Property by a prospective purchaser shall not be a factor in the determination of the Approved Agreement. The Approved Agreement may provide that all parties to this action will convey their undivided ownership interests in the Property by limited warranty deed and that this Court will convey the interests of any other claimants by Masters' Deed. For

avoidance of doubt, Defendants are not prohibited from presenting Plaintiff with a purchase and sale agreement to purchase their undivided interests in the Property.

2. Any purchase and sale agreement for the sale of the Property to a third party negotiated by the Plaintiffs must contain provisions that acknowledge that (a) the purchase and sale agreement is subject to review and approval by the Court; and (b) the Court will provide the Defendants an option to acquire the Plaintiffs' undivided interests in the Property (the "Option") on the same terms and conditions set forth in such purchase and sale agreement for a purchase price equal to 98.828122% of the contract sales price for the Property; provided, however, (i) that regardless of the due diligence period provided for in the Approved Agreement, Defendants shall have a due diligence period that is the greater of (A) the due diligence period provided in the Approved Agreement, or (B) sixty (60) days from the date that Defendants exercise the Option; (ii) that regardless of the length of time between the end of the due diligence period and the date of closing of the sale of the Property under the Approved Agreement (the "Close Period"), Defendants shall have a Close Period that is the greater of (A) the Close Period provided in the Approved Agreement, or (B) fifteen (15) days; and (iii) that regardless of any proposed or intended use of the Property stated in the Approved Agreement,

Defendants shall have no restrictions regarding use of the Property and any provisions of the Approved Agreement regarding limitations on the use of Property are, as to the Defendants, null and void and of no effect. Defendants must exercise the Option by delivering written notice of such exercise to the Court and to counsel for the Plaintiffs no later than 4:00 PM EDT on the date that is ten (10) business days after the Court's approval of the Approved Agreement.

3. All purchase and sale agreements for the sale of the Property negotiated by the Plaintiffs shall be submitted to the Court for final approval and simultaneously shall be given to the Defendants by e-mail and overnight delivery of a copy of the purchase and sale agreement to the Defendants' attorney Charles E. Houston to his email address chouston@houstonlawfirm.net and overnight delivery of a hard copy to his office address of The Houston Law Firm, LLC, 1011 Bay Street, Suite 2A, Beaufort, SC 29902, and to the Defendants' consulting counsel, Earsa R. Jackson, at her email to EJackson@clarkhill.com with a hard copy overnighted to Earsa Jackson, Esq., Clark Hill, 901 Main Street, Suite 6000, Dallas, TX 75202. If Defendants timely exercise the Option, their written notice of exercise of the Option shall be accompanied by evidence acceptable to the Court of Defendants' financial ability to close the purchase of Plaintiffs' undivided interests in the Property pursuant

to the terms of the Approved Agreement. Upon the Court's approval of Defendants' financial ability to close the purchase of the Property, Plaintiffs must thereafter deal exclusively with Defendants during the applicable due diligence period and Close Period.

4. If the Defendants fail or refuse to timely exercise the Option, then the Option shall conclusively be waived and discharged, and the Plaintiffs shall proceed forward with the Purchaser under the Approved Agreement on the same terms and conditions of the Approved Agreement. Any modification of purchase price or any terms of the Approved Agreement after the expiration of the Option requires Court approval and restarts Defendants' ten (10) business day Option. At closing, the net sales proceeds representing the Defendants' undivided ownership interests in the Property will be distributed to the Defendants by transmittal of such amounts to the Defendants' attorney's Trust Account or to the Office of the Clerk of Court for Beaufort County. Each party shall be responsible for payment of its own attorney's fees and costs incurred related to this case and the sale of the Property, including but not limited to broker, consulting, and attorney's fees.
5. In exchange for the Plaintiffs' agreement to allow the Defendants to have the Option set forth herein, the Defendants agree that if and

when a final purchase and sale agreement is reached for conveyance of the Property to a third party at a price above \$9,100,000.00 and is approved by the Court, upon the timely exercise of, or the expiration of, the Option, (a) all further claims for relief remaining in this case are waived and ended and this Consent Order shall bring this case to a close and end same at such time, except as to supplementary proceedings as may be necessary or desirable to facilitate the closing of the sale of the Property under the Approved Agreement and the distribution of the net proceeds of such sale, and to enforce the terms of this Consent Order; (b) the Defendants shall immediately dismiss their pending appeal to the Court of Appeals; and (c) Defendants waive any right (i) to appeal regarding any matters in this case, and (ii) to file any new actions regarding the Property. This agreement by all parties to end the case and all appeals upon the Court's approval of the Approved Agreement and the timely exercise of or expiration of Defendants' Option is binding on all parties whether or not the Defendants complete the purchase of the Plaintiffs' 98.828122 percent ownership interests in the Property. For avoidance of doubt, Plaintiffs, too, waive any right to appeal regarding matters in this case.

6. Regardless of whether the Defendants' Option is timely exercised or expires, Plaintiffs and Defendants shall reasonably cooperate with

each other to convey their undivided interests in the Property, including cooperation related to the closing on the purchase and sale of the Property, such as any necessary supplementary order in this matter; the timely execution and delivery of limited warranty deeds by all Plaintiffs and all Defendants to the ultimate purchaser of the Property under the Approved Agreement, be that the Defendants or the original contract purchaser; Master's Deed conveying to Defendants or to the original contract purchaser the undivided interest in the Property held by any persons or entities claiming any right, title, interest in, or lien upon the Property; reasonable requirements of a national title insurance company to obtain an ALTA Owner's Policy of Title Insurance; cancellation and satisfaction of record of any valid lis pendens affecting the Property; and dismissal of this matter with prejudice.

7. In the event the sale of the Property under the Approved Agreement does not timely occur, Plaintiffs must notify the Court and Defendants of the same within forty-eight hours of the same.
8. For avoidance of doubt, all rights of the Defendants under this Consent Order shall inure to any designee, joint venturer, or other party the Defendants cooperate with to submit a purchase and sale agreement for the Property.

9. If any party violates any term or provision of this Consent Order, and another party seeks to enforce compliance with this Consent Order by supplementary proceedings in this matter, the prevailing party shall be entitled to recover the reasonable costs of enforcing compliance with this Consent Order, including, without limitation, attorneys' fees and court costs.

AND IT IS SO ORDERED this ____day of March, 2024.

s/_____
Marvin Dukes, III
Master In Equity and Special Circuit
Court Judge of Beaufort County

WE CONSENT:

/s/ Thomas C. Taylor

Thomas C. Taylor (SC Bar No. 5499)
Law Office of Thomas C. Taylor, LLC
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(843) 785-5050
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CO-COUNSEL FOR PLAINTIFFS

March 22, 2024

/s/ Chester C. Williams

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CO-COUNSEL FOR PLAINTIFFS

March 22, 2024

/s/ Charles E. Houston, Jr.

Charles E. Houston, Jr. (SC Bar No. 2663)
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Beaufort, SC 29902
(843) 684-0211
chouston@houstonlawfirm.net

COUNSEL FOR DEFENDANTS

March 22, 2024



Beaufort Common Pleas

Case Caption: Georgia Harrison , plaintiff, et al VS Stephanie Lorraine Kirkland ,
defendant, et al

Case Number: 2020CP0702301

Type: Order/Consent Order

So Ordered:

s/Marvin H. Dukes III #3069

Electronically signed on 2024-03-25 10:21:31 page 12 of 12



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:
A RESOLUTION TO PARTNER WITH THE UNITED WAY OF THE LOWCOUNTRY IN A COMMUNITY WIDE STRATEGIC PLAN
MEETING NAME AND DATE:
Community Services and Land Use Committee August 12, 2024
PRESENTER INFORMATION:
Audra Antonacci – Ogden, ACA Dale Douthat, President and CEO, United Way of the Lowcountry
ITEM BACKGROUND:
The Human Services Department continues its historical role of providing expertise and support in the on-going implementation of a strategic plan.
PROJECT / ITEM NARRATIVE:
The United Way of the Lowcountry, a key partner and a historical stakeholder in the strategic planning process, has committed to taking a leadership role in conducting a strategic and iterative process to drive collective innovation change, and action so that individuals, organizations, communities, and policies within the Lowcountry region can work seamlessly together to promote racial and economic equity, and prosperity.
FISCAL IMPACT:
<i>Total Investment of \$50,000 approved and allocated to Together for Beaufort County from the Community Services Grant Program.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Approve a Resolution to partner with the United Way of the Lowcountry in a Community Wide Strategic Plan
OPTIONS FOR COUNCIL MOTION:
Motion to approve a Resolution to partner with the United Way of the Lowcountry in a Community Wide Strategic Plan or Motion to disapprove A Resolution to partner with the United Way of the Lowcountry in a Community Wide Strategic Plan

RESOLUTION 2024/

A RESOLUTION PARTNERING WITH THE UNITED WAY OF THE LOWCOUNTRY COMMUNITY WIDE STRATEGIC PLAN

WHEREAS, Beaufort County Council (“Council”) is committed to increasing the well-being and self-sufficiency of all Beaufort County (the “County”) community members; and

WHEREAS, Council finds that it is in the best interest of the County’s citizens to partner with local organizations providing community services aimed at increasing self-sufficiency for citizens in need; and

WHEREAS, the United Way of the Lowcountry’s the Community Wide Strategic Plan seeks to work with community partners to design opportunities to build necessary skills for community members to engage in a participatory, inclusive, and collaborative approach to understanding, addressing, and increasing self- sufficiency; and

WHEREAS, through the Community Services Grant Program, Together For Beaufort County (T4BC) has dedicated a total of \$50,000 to support community-wide engagement programs such as those provided by United Way of the Lowcountry;

NOW, THEREFORE, BE IT RESOLVED THAT Council hereby commits to partner and invest a total amount of \$50,000 with the United Way of the Lowcountry to design opportunities to build the necessary skills for the County’s citizens.

Adopted this _____ day of _____ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 11.

ITEM TITLE:
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BEAUFORT FOR MAINTENANCE OF COUNTY OWNED PROPERTY KNOWN AS BOUNDARY STREET VISTA - LOGAN (R100 026 00A 0260 0000 and R100 026 00A 0261 0000)
MEETING NAME AND DATE:
Community Services and Land Use Committee (August 12, 2024)
PRESENTER INFORMATION:
Stefanie M. Nagid, Passive Parks Director (5 minutes)
ITEM BACKGROUND:
County Council approved the acquisition of the property on April 22, 2024.
PROJECT / ITEM NARRATIVE:
Beaufort County approved the purchase the property known as Boundary Street Vista – Logan in April 2024 through the Rural and Critical Lands Preservation Program. The property is located on Boundary Street in the City of Beaufort. The City has agreed to a maintenance schedule on the property similar to what the City conducts at a nearby City-owned parcel.
FISCAL IMPACT:
There is no fiscal impact to the County. City will incur all maintenance expenses.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve, modify, or deny the County Administrator to enter into a Memorandum of Understanding with the City of Beaufort for maintenance of the property known as Boundary Street Vista - Logan. If approved by the Committee, move forward to County Council on September 9, 2024 for final approval.

RESOLUTION 2024/____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF BEAUFORT FOR MAINTENANCE OF COUNTY OWNED PROPERTY KNOWN AS BOUNDARY STREET VISTA – LOGAN (R100 026 00A 0260 0000 and R100 026 00A 0261 0000)**

WHEREAS, Beaufort County (“County”) approved the purchase of 0.81 acres of what is known today as Boundary Street Vista – Logan (R100 026 00A 0260 0000 and R100 026 00A 0261 0000) located at 2729 Boundary Street (“Property”) in the City of Beaufort through the County’s Rural and Critical Lands Preservation Program; and

WHEREAS, a purpose of the Rural and Critical Land Preservation program is to preserve and protect valuable economic and natural resources; and

WHEREAS, the City of Beaufort (“City”) has committed to maintain the Property for the enjoyment of a public scenic viewshed; and

WHEREAS, the County and the City recognize the value of maintaining the Property for a scenic view.

NOW, THEREFORE, BE IT RESOLVED by Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a Memorandum of Understanding with the City of Beaufort for maintaining Boundary Street Vista – Logan, as further described in Exhibit A.

Adopted this _____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

MEMORANDUM OF UNDERSTANDING

BOUNDARY STREET VISTA - LOGAN

MAINTENANCE

THIS MEMORANDUM OF UNDERSTANDING (“MOU”) is made this ____ day of _____, 2024 by **Beaufort County**, a political subdivision of the State of South Carolina (“County”), and the **City of Beaufort**, a South Carolina Municipal Corporation (“City”), collectively hereinafter referred to as the “Parties”.

WHEREAS, County acquired the property known as Boundary Street Vista - Logan, TMS #s R100 026 00A 0260 0000 and R100 026 00A 0261 0000, (“Property”) located in the City of Beaufort, and more fully illustrated in Exhibit A attached hereto, by deed recorded in the Office of the RMC for Beaufort County in Deed Book _____ at Page _____; and

WHEREAS, the County and City wish to provide for the maintenance of the Property as a scenic vista; and

WHEREAS, the City intends to maintain the condition of the Property as specified in this MOU.

NOW, THEREFORE, the Parties recite their understanding as follows:

1. **TERM.** The initial term of this MOU shall cover a period of five (5) years commencing on July 1, 2024 and terminating on June 30, 2029, unless terminated sooner pursuant to the provisions of the MOU. The term of this MOU may be renewed or extended upon the written approval of both the County and the City.
2. **AUTHORIZATION.** The County hereby authorizes the City and its assigns to access the Property for the purposes of grounds maintenance, which may include mowing, weed-eating, litter removal and other similar and associated actions, as described in Paragraph 4, below.
3. **CONSIDERATION.** This MOU does not obligate County funds. The City will not receive any consideration from the County for its maintenance activities. Likewise, the City will not receive any consideration as a result of its being a party to this MOU.

4. USE OF PROPERTY

a. Access to Property. The County shall have the right of access to the Property at any time by any of its officers, employees, or agents to evaluate compliance with the terms of this MOU, or for any other reason in carrying out its responsibilities for the ownership and management of the Property. The City and its assigns shall have access to the Property to maintain the Property as described in this MOU.

b. Improvements. County, at its expense, may construct minor improvements on the Property, which may generally consist of fencing, gates, and signage. The City shall not build, erect or construct any improvement upon the Property without the prior written approval of the County. All improvements shall remain the property of County upon termination of MOU.

c. Use. The City shall maintain the Property for a scenic view only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups, or organizations to use the Property to provide, promote or otherwise facilitate the use of the Property for any other purposes.

d. Maintenance. The City intends to maintain the Property on a regular schedule that follows other properties the City maintains as follows:

- a. Mowing/weed eating of grounds;
- b. Blowing debris from the access drive and sidewalk; and
- c. Pickup and removal of litter.

The County will, at its expense, repair any County-installed improvements, and investigate and resolve any tree safety issues reported to the County by the City or the public.

- 5. UTILITIES.** There are no utility costs currently associated with use on the Property. If any improvements made to the property result in utility costs, the County shall be responsible for payment of said utilities unless otherwise agreed in writing by the parties.
- 6. REPORTING AND CONTACTS.** The City will inform the County via phone call or email of any vandalism, damage or maintenance needs within 24 hours of identification. All notices provided to be given under this MOU by either party to the other, shall be deemed to have been fully given when telephonic or written communication is made as follows:

County Contact:	City Contact:
Stefanie Nagid, Passive Parks Director	Nathan Farrow, Public Works Director
124 Lady's Island Drive	1911 Boundary Street
Beaufort, SC 29907	Beaufort, SC 29902
(843) 255-2152	(843) 525-7094
snagid@bcgov.net	Nfarrow@cityofbeaufort.org

- 7. INSURANCE.** The County will at all times maintain a policy of tort and/or general liability insurance in the same amount, and of the same nature and type, as it carries and pays for on all other public facilities which it has an ownership interest in. The City may only be held liable for such damages which arise from its provision of maintenance described herein.
- 8. DISPUTES.** If a party to this MOU determines that the other party is not compliant with the terms of this MOU, the claiming party shall notify the other party of the same with a First Notice and request for compliance. In the event that voluntary cure is not agreed upon within sixty (60) days of receipt of First Notice, the claiming party shall give written notice to the other party of such noncompliance with a Second Notice and request for corrective action. If the noticed party fails to cure the noncompliance within sixty (60) days after receipt of the Second Notice, the parties the noticing party may terminate the MOU.

9. **TERMINATION.** Either party shall have the right to terminate this MOU for any reason upon sixty (60) days prior written notice beginning with the delivery to the designated contact for the other party, as designated in Paragraph 6, above.

10. OTHER PROVISIONS.

- a. ***Mutual Cooperation.*** The Parties shall cooperate with each other and will use all reasonable efforts to cause the fulfillment of the terms and conditions of this MOU.
- b. ***Amendment or Modification.*** This MOU cannot be amended or modified orally or by a single party. No amendment or modification to this MOU shall be made unless it is in writing and signed by both Parties to this MOU.
- c. ***Enforceability.*** This MOU serves as a recital of the Parties intended plans for the maintenance of the Property. The parties do not intend to create a binding contract by executing this MOU.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each provision hereof, the Parties have caused this MOU to be executed on the Effective Date.

WITNESSES:

BEAUFORT COUNTY

Michael Moore
County Administrator

WITNESSES:

CITY OF BEAUFORT

Scott Marshall
City Manager

Exhibit A

Property Parcel Map

The property is shown as the highlighted portion of the parcel map below, which illustrates the Property as shown by January 2024 aerial photography. Structures and personal property shown on the aerial photography have been removed from the property by the previous landowner as of _____, 2024.

Boundary Street Logan



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