



County Council Meeting Beaufort County, SC

This meeting will be held in person at the Buckwalter Recreation Center, 905 Buckwalter Pkwy, Bluffton SC

**Monday, November 14, 2022
6:00 PM**

AGENDA

COUNCIL MEMBERS:

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

1. CALL TO ORDER
2. MOMENT OF SILENCE FOR MAYOR SAMUEL E. MURRAY
3. PLEDGE OF ALLEGIANCE AND INVOCATION - Council Member Stu Rodman
4. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
5. APPROVAL OF AGENDA
- [6.](#) APPROVAL OF MINUTES - 10.24.2022 Caucus and Council Minutes
7. ADMINISTRATOR'S REPORT
- [8.](#) PRESENTATION OF THE GOLDEN PALMETTO AWARD TO THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS DIVISION - Mr. Barry D. Malphrus and Mr. Eddie L. Miller, South Carolina Department of Disabilities and Special Needs (SCDDSN) Commission
9. PRESENTATION OF THE J. MITCHELL GRAHAM AND BARRETT LAWRIMORE TROPHIES - Tim Winslow, President of the South Carolina Association of Counties
- [10.](#) PRESENTATION OF A PROCLAMATION FOR GULLAH/GEECHEE - SIERRA LEONE CONNECTION DAY - Council Member York Glover
- [11.](#) PRESENTATION ON WATER DEMANDS AND IRRIGATION MANAGEMENT - Joe Mantua, General Manager at BJWSA

CITIZEN COMMENTS

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

COMMITTEE REPORTS

13. LIASION AND COMMITTEE REPORTS
-

PUBLIC HEARINGS AND ACTION ITEMS

14. APPROVAL OF CONSENT AGENDA
15. MATTERS ARISING OUT OF THE CAUCUS EXECUTIVE SESSION
- [16.](#) FIRST READING BY TITLE ONLY OF AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE II, SECTION 2-28 OF THE BEAUFORT COUNTY CODE OF ORDINANCES BY DELETING AND REPLACING A PORTION OF THE CURRENT TEXT
- [17.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE TO AMEND THE ZONING MAP OF BEAUFORT COUNTY TO CHANGE 175 FORDING ISLAND ROAD (PARCEL ID NUMBER R600 022 000 011A 0000) FROM T2 RURAL TO C5 REGIONAL CENTER MIXED USE
- Vote at First Reading on October 24, 2022: 10/0*
- [18.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.11.60 (RIVER BUFFER) TO CLARIFY PENALTIES FOR REMOVING TREES FROM THE RIVER BUFFER WITHOUT APPROPRIATE PERMITS.
- Vote at First Reading on October 24, 2022: 10/0*
- [19.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AMENDING THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 74 – BUILDING AND BUILDING REGULATIONS, SECTION 74-64, ADOPTION OF BUILDING CODES (AMENDS CODE OF ORDINANCES TO ADOPT THE 2021 STATE MANDATED CODE EDITIONS)
- Vote at First Reading on October 24, 2022: 10/0*
- [20.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.3.20 (ARCHITECTURAL STANDARDS AND GUIDELINES APPLICABILITY) AND APPENDIX, DIVISION A.1.20 (COMMUNITY PRESERVATION DISTRICTS - RELATIONSHIP TO THE COMMUNITY DEVELOPMENT CODE) TO RESTRICT THAT A SHIPPING CONTAINER OR OTHER SIMILAR PORTABLE STORAGE CONTAINER IS NOT CONSIDERED A DWELLING.
- [21.](#) APPROVAL OF A RESOLUTION TO SWAP IDENTIFIED PROPERTIES BETWEEN BEAUFORT COUNTY AND THE RURAL AND CRITICAL LANDS PROGRAM IN ORDER TO BUILD AN ADDITIONAL LIBRARY, ADDITIONAL PARKS AND RECREATION FIELDS AND A SOLID WASTE MATERIAL RECOVERY FACILITY IN SOUTHERN BEAUFORT COUNTY
- [22.](#) APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF DEVELOPMENT RIGHTS ON TAX MAP SERIAL NUMBER R700 037 000 0131 0000 AND ALSO KNOWN AS LOBECO FARMS

- [23.](#) APPROVAL OF A RESOLUTION TO THE AMENDED OYSTER FACTORY PARK MASTER PLAN (2022 OYSTER FACTORY PARK MASTER PLAN) AND SITE LAYOUT PLAN
 - [24.](#) APPROVAL OF A RESOLUTION TO UPDATE POLICY 19- ACQUISITION OF STORMWATER DRAINAGE EASEMENTS
 - [25.](#) APPROVAL OF A RESOLUTION TO ADOPT A COUNTY-OWNED REAL PROPERTY LEASE POLICY (*Fiscal Impact: No immediate fiscal impact. If adopted the County would receive the monthly lease rates moving forward*)
-

CITIZEN COMMENTS

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

CONSENT AGENDA

Items Originating from the Finance Committee

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

Vote at First Reading on October 3, 2022: 10/0

Vote at Second Reading on October 24, 2022: 10/0

Items Originating from the Natural Resources Committee

2. RECOMMEND APPROVAL OF THE APPOINTMENTS OF QUEEN QUET, JEFFREY GARDNER, DARYL ORAGE, BERNICE WRIGHT, PHILANDER MCDOMICK, ETHEL SUMPTER, ELAINE SCOTT, MAC SANDERS, AND BOB SEMMLER TO A CULTURAL PROTECTION OVERLAY DISTRICT COMMITTEE

END OF CONSENT AGENDA

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

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



Caucus Beaufort County, SC

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

**Monday, October 24, 2022
4:30 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/187165>

1. CALL TO ORDER

Chairman Passiment called the meeting to order at 4:30 PM.

PRESENT

Chairman Joseph F. Passiment
 Vice Chairman D. Paul Sommerville
 Council Member Logan Cunningham
 Council Member Gerald Dawson (arrived during the executive session)
 Council Member Brian Flewelling
 Council Member York Glover
 Council Member Chris Hervocho
 Council Member Alice Howard
 Council Member Mark Lawson
 Council Member Stu Rodman

ABSENT

Council Member Lawrence McElynn

2. PLEDGE OF ALLEGIANCE

Chairman Passiment led the Pledge of Allegiance.

3. FOIA

Chairman Passiment confirmed that public notification of this meeting has been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

4. APPROVAL OF THE AGENDA

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

The Vote - The motion was approved without objection.

5. AGENDA REVIEW

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

<https://beaufortcountysc.new.swagit.com/videos/187165?ts=139>

Council Member Rodman commented on the potential investment of last year’s surplus into either road planning and permitting or paying down the bonds.

Deputy County Administrator Richland commented on funding for defesence.

6. COUNCIL MEMBER DISCUSSION

No items were discussed.

7. EXECUTIVE SESSION

PURSUANT TO S.C. CODE SEC. 30-4-70 (A)(2): DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND POTENTIAL SALE OF REAL PROPERTY (KING STREET & WILMINGTON STREET)

PURSUANT TO S.C. CODE SECTION 30-4-70(a)(1) DISCUSSION OF EMPLOYMENT OF A PERSON REGULATED BY COUNTY COUNCIL.

Motion: It was moved by Council Member, Seconded by Council Member, to enter into executive session at 4:37 - 5:31 PM.

The Vote - The motion was approved without objection.

8. ADJOURNMENT

Adjourned: 5:31 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



County Council Meeting Beaufort County, SC

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

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

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/187172>

1. CALL TO ORDER

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

PRESENT

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

ABSENT

Council Member Lawrence McElynn

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance and Invocation.

3. FOIA

Chairman Passiment confirmed that 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

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

The Vote - The motion was approved without objection.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Sommerville, Seconded by Council Member Cunningham, to approve the minutes of October 3, 2022.

The Vote - The motion was approved without objection.

6. ADMINISTRATOR'S REPORT

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

<https://beaufortcountysc.new.swagit.com/videos/187172?ts=203>

County Administrator Eric Greenway highlighted the Beaufort County Emerging Leaders Program. Emerging Leaders President Katie Herrera provided a presentation about the program's vision, objectives, membership, and events.

7. PRESENTATION OF A PROCLAMATION TO THE YOUNG MARINES IN OBSERVANCE OF RED RIBBON WEEK

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

<https://beaufortcountysc.new.swagit.com/videos/187172?ts=564>

Vice Chair Sommerville presented a Proclamation to the Young Marines in observance of Red Ribbon Week.

Representatives of the Young Marine program thanked the Council for their support and commented on the program's purpose.

8. CITIZEN COMMENTS

Please watch the video stream available on the County's website to view the citizens' comments.

<https://beaufortcountysc.new.swagit.com/videos/187172?ts=891>

Daniel Lesesne and Chalmers Mikell (South Carolina Farm Bureau)

9. LIASION AND COMMITTEE REPORTS

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

<https://beaufortcountysc.new.swagit.com/videos/187172?ts=1041>

Council Member Howard commented on the stormwater field trip for board members and the Port Royal consultant presentation for Ribaut Road.

Council Member Cunningham commented on the opening of tennis courts in the City of Beaufort.

10. MATTERS ARISING OUT OF EXECUTIVE SESSION

These matters will be taken up under item number 12.

11. APPROVAL OF CONSENT AGENDA

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

The Vote - The motion was approved without objection.

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

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

<https://beaufortcountysc.new.swagit.com/videos/187172?ts=1151>

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

Motion to Amend: It was moved by Council Member Glover, Seconded by Council Member Howard, to amend the motion to correct the housing construction on 600 Wilmington Street as dedicated to workforce and affordable housing and to remove the contingency for constructions and leasing on Wilmington Street property to be completed before vertical construction is commenced on the King Street property, and to include a contingency that until all the units on Wilmington Street property are issued a certificate of occupancy only seven units on the King Street property can be issued a certificate of occupancy.

Discussion: Council Member Glover discussed a previous ordinance's stipulation that no construction could be done on King Street until affordable housing on Wilmington Street was completed and how this ordinance would reverse that to allow for the construction of 7 units on King Street to move forward.

The Vote - The motion to amend was approved without objection.

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

Discussion: Council Member Flewelling asked for a ruling from the chair to determine if the motion to amend was a substantial change. Chairman Passiment said it was to remove the contingency.

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

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

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

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

The Vote - The motion was approved without objection.

14. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO ESTABLISH A REGIONAL HOUSING TRUST FUND AND OTHER MATTERS RELATED THERETO

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Dawson, to approve the public hearing and third reading of an ordinance to establish a Regional Housing Trust Fund and other matters related thereto.

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

The Vote - The motion was approved without objection.

- 15. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE 2022/33 FOR THE FISCAL YEAR 2022-23 BEAUFORT COUNTY BUDGET TO PROVIDE FOR DISTRIBUTIONS FROM MYRTLE PARK PHASE II FUND AND OTHER MATTERS RELATED THERETO. (FISCAL IMPACT: Beaufort County put a substantial amount of capital into this project, \$828,576. Staff feels that the County should be reimbursed for its investment in the property)**

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

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

The Vote - The motion was approved without objection.

- 16. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO BEAUFORT COUNTY CODE OF ORDINANCES CHAPTER 2, ARTICLE VIII, DIVISION 2, SECTION 2-619 TO REQUIRE A PROPERTY IDENTIFICATION NUMBER ON QUIT CLAIM DEEDS**

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

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

The Vote - Council Member Flewelling objected. The motion passed 9:1.

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

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

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

The Vote - The motion was approved without objection.

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

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

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

The Vote - The motion was approved without objection.

19. PUBLIC HEARING AND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A PURCHASE AND SALE AGREEMENT WITH THE CITY OF BEAUFORT FOR THE PURCHASE OF REAL PROPERTY WITH AN ADDRESS OF 1505 NORTH STREET (FISCAL IMPACT: \$630,000 from General Fund-Fund Balance)

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

<https://beaufortcountysc.new.swagit.com/videos/187172?ts=1814>

Motion: It was moved by Council Member Sommerville, Seconded by Council Member Howard, to approve the public hearing and a resolution authorizing the County Administrator to enter into a purchase and land sale agreement with the City of Beaufort for the purchase of real property with an address of 1505 North Street.

Chairman Passiment opened the floor for public comment.

No one came forward.

Chairman Passiment closed the public comment.

Discussion: Council Member Rodman asked why the item is a resolution, not an ordinance. County Administrator Greenway said an ordinance had already approved this item.

Council Member Howard asked about the witness oak on the adjacent property. County Administrator Greenway updated the Council on the development of the pocket park.

Council Member Glover asked about collaboration with arborists on the witness tree.

The Vote - Council Members Hervochon, Cunningham, and Flewelling objected. The motion passed 7:3.

20. FIRST READING OF AN ORDINANCE TO AMEND THE ZONING MAP OF BEAUFORT COUNTY TO CHANGE 175 FORDING ISLAND ROAD (PARCEL ID NUMBER R600 022 000 011A 0000) FROM T2 RURAL TO C5 REGIONAL CENTER MIXED USE

Motion: It was moved by Council Member Howard, Seconded by Council Member Rodman, to approve the first reading of an ordinance to amend the zoning map of Beaufort County to change 175 Fording Island Road (Parcel ID Number R600 022 000 011A 0000) from T2 Rural to C5 Regional Center Mixes Use.

Discussion: County Administrator Greenway clarified that the second parcel would be brought forward in December.

The Vote - The motion was approved without objection.

21. FIRST READING OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.11.60 (RIVER BUFFER) TO CLARIFY PENALTIES FOR REMOVING TREES FROM THE RIVER BUFFER WITHOUT APPROPRIATE PERMITS.

Motion: It was moved by Council Member Howard, Seconded by Council Member Sommerville, to approve the first reading of an ordinance for a text amendment to the Community Development Code (CDC): Section 5.11.60 (River Buffer) to clarify penalties for removing trees from the river buffer without appropriate permits.

The Vote – The motion was approved without objection.

22. FIRST READING OF AN ORDINANCE AMENDING THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 74 – BUILDING AND BUILDING REGULATIONS, SECTION 74-64, ADOPTION OF BUILDING CODES (AMENDS CODE OF ORDINANCES TO ADOPT THE 2021 STATE MANDATED CODE EDITIONS)

Motion: It was moved by Council Member Howard, Seconded by Council Member Rodman, to approve the first reading of an ordinance amending the Beaufort County Code of Ordinances, Chapter 74 – Building and Building Regulations, Section 74-64, Adoption of Building Codes (amends Code of Ordinances to adopt the 2021 State Mandated Code Editions).

The Vote – The motion was approved without objection

23. FIRST READING BY TITLE ONLY OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 5.3.20 (ARCHITECTURAL STANDARDS AND GUIDELINES APPLICABILITY) AND APPENDIX, DIVISION A.1.20 (COMMUNITY PRESERVATION DISTRICTS - RELATIONSHIP TO THE COMMUNITY DEVELOPMENT CODE) TO RESTRICT THAT A SHIPPING CONTAINER OR OTHER SIMILAR PORTABLE STORAGE CONTAINER IS NOT CONSIDERED A DWELLING.

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

<https://beaufortcountysc.new.swagit.com/videos/187172?ts=2148>

Motion: It was moved by Council Member Glover, Seconded by Council Member Howard, to approve the first reading by title only of an ordinance for a text amendment to the Community Development Code (CDC): Section 5.3.20 (Architectural Standards and Guidelines Applicability) and Appendix, Division A.1.20 (Community Preservation Districts – Relationship to the Community Development Code) to restrict that a shipping container or other similar portable storage container is not considered a dwelling.

Discussion: Council Member Howard asked for an explanation as to why this item is by title only. County Administrator Greenway discussed the establishment of cargo containers in areas where the containers are not allowed and the planned conversion of those containers into dwellings. Greenway recommended that Council not let that practice start in the County because it will be difficult and costly to convert the containers.

Council Member Hervochon asked about the problem's pervasiveness and for more context on the expense. Greenway discussed the need for structural drawings and conceptual design, the potential for multiple containers to be used, and building code and neighborhood dispute issues. Greenway also clarified that the problem is not very pervasive yet.

Chuck Atkinson commented on the various costs and issues of turning a container into a dwelling, such as the difficulty of managing moisture and compliance with building codes.

Council Member Hervochon asked about inspections. ACA Atkinson discussed County's involvement because of the minimum standards of protection required by the Community Development Code to ensure the viability and insurability of dwellings.

Council Member Glover asked about the impact on the agricultural use of metal buildings. ACA Atkinson discussed the permit process and electrification of those structures.

Council Member Cunningham asked about the conversion of similar portage storage containers. Atkinson clarified that those containers are not converted since the materials are used for reconstruction.

Council Member Cunningham opposed the motion.

The Vote - The motion passed 9:1.

24. APPROVAL OF A RESOLUTION APPROVING THE BEAUFORT COUNTY NOTICE OF FUNDING OPPORTUNITY (NO.1) PLAN CREATED FOR THE PURPOSE OF CRAFTING THE BEAUFORT COUNTY PLAN TO SUBMIT TO THE SOUTH CAROLINA OPIATE RELIEF FUND BOARD

Motion: It was moved by Council Member Rodman, Seconded by Council Member Glover, to approve a resolution approving the Beaufort County Notice of Funding Opportunity (No. 1) Plan created for the purpose of crafting the Beaufort County Plan to submit to the South Carolina Opiate Relief Fund Board.

The Vote – The motion was approved without objection.

25. APPROVAL OF A RESOLUTION TO ADOPT RECOMMENDATIONS TO AWARD FY23 COMMUNITY SERVICES GRANT PROGRAM FUNDS IN THE AMOUNT OF \$398,000 TO COMMUNITY SERVICES ORGANIZATIONS

Motion: It was moved by Council Member Dawson, Seconded by Council Member Glover, to approve a resolution to adopt recommendations to award FY23 Community Services Grant Program Funds in the amount of \$398,000 to community services organizations.

The Vote - The motion was approved without objection.

26. RECOMMEND APPROVAL OF A RESOLUTION TO AMEND THE AGREEMENT CREATING A REGIONAL COUNCIL OF GOVERNMENTS, ARTICLE II, SECTION 2 (MEMBERSHIP AND REPRESENTATION)

Motion: It was moved by Council Member Sommerville, Seconded by Council Member Howard, to approve a resolution to amend the agreement creating a Regional Council of Governments, Article II, Section 2 (Membership and Representation).

The Vote - The motion was approved without objection.

27. APPROVAL OF A RESOLUTION TO APPROVE ARPA-FUNDED SIGN-ON BONUS POLICY (FISCAL IMPACT: \$500,000 FROM ARPA FUNDS.)

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Lawson, to approve a resolution to approve ARPA-funded Sign-On Bonus Policy.

The Vote - The motion was approved without objection.

28. APPROVAL OF A RESOLUTION TO CONSIDER ADJUSTING THE SCOPE OF THE US 278 CORRIDOR PROJECT

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Sommerville, to approve a resolution to consider adjusting the scope of the US 278 Corridor Project.

The Vote - The motion failed unanimously.

29. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO MOVE FORWARD WITH OPTION ONE OF THE FACILITIES MASTER PLAN TO INCLUDE AN OFFSITE LAW ENFORCEMENT CENTER.

Motion: It was moved by Council Member Rodman, Seconded by Council Member Glover, to approve a resolution authorizing the County Administrator to move forward with option one of the Facilities Master Plan to include an offsite law enforcement center.

The Vote - The motion was approved without objection.

30. APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF DEVELOPMENT RIGHTS ON TAX MAP SERIAL NUMBER R300 017 000 180A 0000, R300 017 000 180F 0000 AND ALSO KNOWN AS VILLAGE CREEKSIDE

Motion: It was moved by Vice Chair Sommerville, Seconded by Council Member Howard, to approve a resolution authorizing the County Administrator to execute the necessary documents and provide funding for the purchase of development rights on tax map serial number R300 017 000 180A 0000, R300 017 000 180F 0000 and also known as Village Creekside.

Discussion: Council Member Howard commented on the opportunity to preserve property.

Council Member Flewelling pointed out that the source of funds is the Rural and Critical Lands Program.

The Vote – The motion was approved without objection.

31. CITIZEN COMMENTS

No citizen comments.

32. ADJOURNMENT

Adjourned: 6:56 PM

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council

Ratified:



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| Golden Palmetto Award |
| MEETING NAME AND DATE: |
| County Council Meeting November 14, 2022 |
| PRESENTER INFORMATION: |
| Mr. Barry D. Malphrus, Vice Chairman and Mr. Eddie L. Miller South Carolina Department of Disabilities and Special Needs (SCDDSN) - Commission |
| ITEM BACKGROUND: |
| Recognize the county government that has provided support to citizens with disabilities during 2021. The Golden Palmetto Award is a way for SCDDSN to thank county governments who put people with disabilities and special needs first. |
| PROJECT / ITEM NARRATIVE: |
| Golden Palmetto Award |
| FISCAL IMPACT: |
| N/A |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| N/A |
| OPTIONS FOR COUNCIL MOTION: |
| N/A |

~ Proclamation ~

Whereas, the Sierra Leone people are ancestors of the Gullah Geechee people who live along the Gullah Geechee Cultural Heritage Corridor, a federal National Heritage area encompassing the coastal areas of the Atlantic Ocean, barrier islands of North Carolina, South Carolina, Georgia, and Florida; and

Whereas, because of the ancestral connection to Sierra Leone, the Gullah Geechee people have their own culture of crafts, storytelling, foodways, music, spirituality, and language, which can be traced through centuries; and

Whereas, the West Africans brought forth their knowledge of rice cultivation, specifically wet rice farming systems, which were established in the 17th and 18th centuries here in the Lowcountry; and

Whereas, among the rice farmers in Sierra Leone, the Temne people set forth an economic foundation for the south by successfully manipulating water regimes and developing sophisticated irrigation infrastructure; and

Whereas, Beaufort County and the Gullah Traveling Theater, Inc. recognize the cultural and economic contributions of Sierra Leone through their rice production and cultivation; and

Whereas, Beaufort County continues to advocate, along with the country of Sierra Leone, the cultural and economic relations dedicated to building partnerships, opportunities, and ultimately the sharing of resources that provide newly enhanced global success through the promotion of heritage and enterprise.

Now, therefore, Be It Resolved, that Beaufort County Council does hereby proclaim November 14th as “Gullah/Geechee- Sierra Leone Connection Day” in Beaufort and urge all citizens to encourage and foster an environment of goodwill, educational enhancement, leadership, and entrepreneurship among all of the county of Beaufort, South Carolina.

Gullah / Geechee – Sierra Leone Connection Day

Dated this 14th Day of November

Joseph F. Passiment, Jr.
Beaufort County Council

State of the Authority

Update to Beaufort County



Beaufort Jasper Water and Sewer Authority

Plan for our discussion:

- I. Status of the Authority
- II. Our ongoing challenge: morning water demand peaks
- III. Our long term plan to meet demand
- IV. The short term supply gap solution & how you can help
- V. Address any questions you may have



Beaufort Jasper Water and Sewer Authority

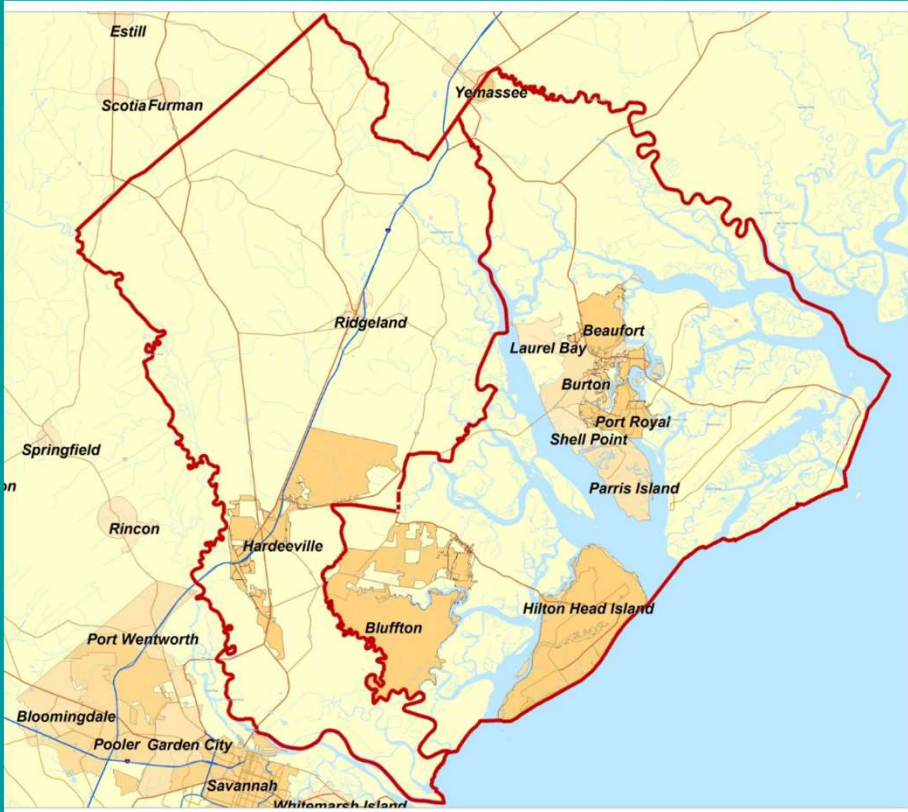
Provide quality water and wastewater services to our current and future customers in the Lowcountry

750-square miles across two-counties

- 4 Laboratories
- 213 employees

Serving 171,000 South Carolinians through 65,000 connections and seven wholesale customers

8 wastewater systems serving more than 46,000 connections



Beaufort Jasper Water and Sewer Authority

Water system summary:

Primary Water source:

- Savannah River

Total treatment capacity of 39 million gallons per day

- Chelsea Water Treatment Plant, 24 mgd
- Purrysburg Water Treatment Plant, 15 mgd

Distribution:

- 1,536 miles of water main, 10 booster pump stations, 8,701 fire hydrants, 25,798 valves



Beaufort Jasper Water and Sewer Authority

Wastewater Treatment Summary:

Total average treatment of more than 10.5 million gallons per day through eight treatment plants

Collection System:

- 43,096 residential and 3,425 commercial customers
- More than 1,000 miles of collection main & 515 lift stations

Treatment:

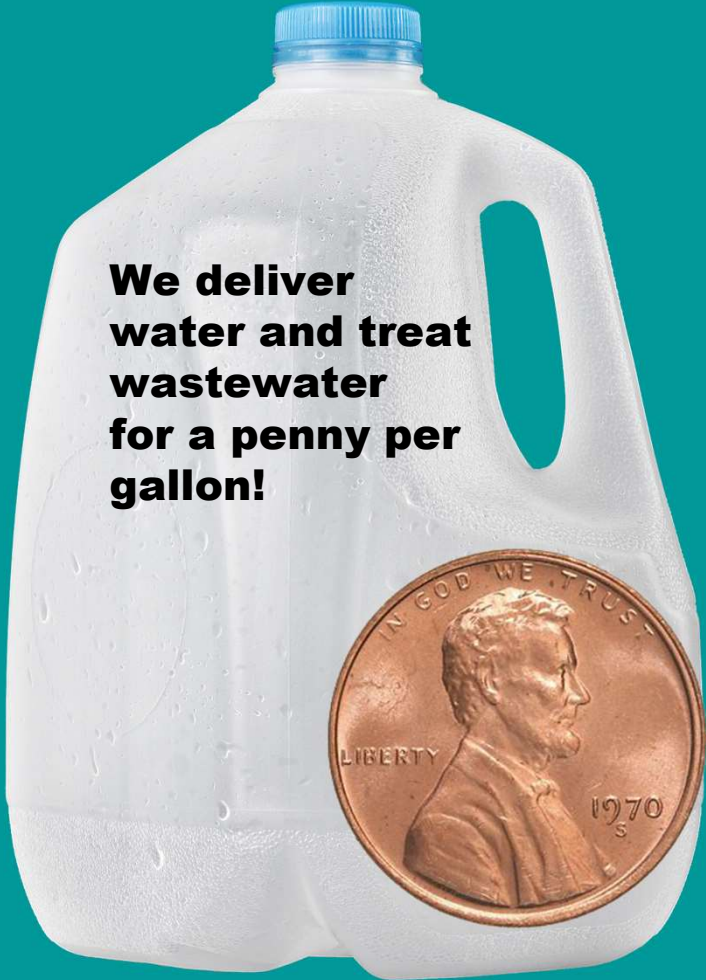
- Solar arrays generate more than 1,200 Mwh of energy annually to reduce our carbon footprint.
- Biological treatment, UV light and chemical disinfection to bring reclaimed water to near drinking water standards to protect public health and environmental sustainability.



Beaufort Jasper Water and Sewer Authority

BJWSA Fiscal Sustainability:

- Meeting all state and federal requirements for health and safety.
- Balancing rates with needs for reliability, safety and environmental responsibility.
- Investing to meet customer demands.
- Adjusting to higher costs associated with staffing, healthcare, chemicals, energy, and materials as well as supply chain issues.



Beaufort Jasper Water and Sewer Authority

Preparing for the Future:

Water Planning Process:

- Master Plan Study updates are prepared every 5 years
- Most recent completed in 2022 and goes through 2045
- Examines data such as historical usage, total system capacity, population projections, CIP and Development projects, and per capita consumption

Capital Improvement Program:

- FY2023 CIP plan includes \$66 million for new and existing projects
- 3 –Year CIP Plan for FY2023-2025 totals \$169 million

Key Projects:

- Purrysburg Water Treatment expansion from 15MGD to 30MGD for \$52M
- Bluffton Elevated Storage Tank of 1.5 MG for \$8.7M
- Cherry Point Water Reclamation Facility expansion from 7.5MGD to 11.25MDG for \$53M



Our Ongoing Challenge: Morning Water Demand Peaks

With more than 3,000 new connections per year and consumer expectations to keep lawns lush, **demand is growing faster than we can expand our production capacity.**

Irrigation is the largest driver of demand.

-More than 50% of morning water usage during the summer months



Our Ongoing Challenge: Morning Water Demand Peaks

Increasing demand is creating vulnerability to our system

Reached a new peak May 16, 2022

- With morning demand exceeding supply, pressure began to drop.
 - Flow Direction / velocity changed in system
 - Scores of water discoloration complaints

Continued morning demand peaks threaten further problems:

- Pressure Drops
- Widespread Discoloration
- Boil Water Advisories
- Service interruptions for home, commercial and firefighting uses.



Our Ongoing Challenge: Morning Water Demand Peaks

BJWSA's Long-Term Solution:
Increase Water Treatment Capacity

**We are doubling the capacity
at our Purrysburg water
treatment plant**

- The first of two 15mgd expansions planned



Construction won't be complete until 2025



BJWSA's Supply Gap Solution: Irrigation Management Plan

BJWSA, is asking residents, businesses and landscapers to help flatten peak morning demand by adjusting irrigation schedules.

- 1. Adjust irrigation controls to water no more than three days per week.**
 - Tuesday, Thursday and Saturday for odd-numbered addresses
 - Wednesday, Friday and Sunday for even-numbered addresses
- 2. Avoid irrigating on Mondays and between the hours of 3 and 9 AM** when system demand is the most extreme.
- 3. Apply Irrigation Management stickers** to control panels and mark the appropriate box that corresponds with the address.

*We don't need customers to water less, just not all at the same time.



BJWSA's Supply Gap Solution: Irrigation Management Plan

How you can help:

1. **Be aware of our challenge** and consider the challenges accelerating growth poses to our water treatment capacity.
2. **Help spread the word about** our Irrigation Management Plan to residents and businesses.
3. **Share opportunities for us to educate the community** about the plan.

If we are unable to convince people to adjust their early morning water irrigation, we may need to ask governments to take official action such as passing restrictions and enforcement.



BJWSA's Supply Gap Solution: Irrigation Management Plan

Three simple steps will help provide the needed time to complete the expansion of our water plant without causing pressure & service problems.

- 1) **Adjust irrigation controls to water no more than three days per week.** (rotating odd / even schedule)
- 2) **Avoid irrigating on Mondays and between the hours of 3:00 and 9:00 AM** when system demand is the most extreme.
- 3) **Apply Irrigation Management stickers** to control panels and mark the appropriate box that corresponds with the address.



THANK YOU

Questions?



CITIZEN COMMENTS

**County Council Meeting
November 14, 2022**

FULL NAME

**PHONE # or EMAIL
ADDRESS**

| | FULL NAME | PHONE # or EMAIL ADDRESS |
|------|--------------------|--|
| ✓ 1. | Gloria Willson | willsongl@hotmail.com |
| ✓ 2. | Gail Wegrzynowski | |
| ✓ 3. | Aaron Sutton | |
| ✓ 4. | Annaliese Tebernik | tibbonneville@hotmail.com |
| ✓ 5. | Jessie Wink | jessiew@scwv.org |
| 6. | | |
| 7. | | |
| 8. | | |
| 9. | | |
| 10. | | |
| 11. | | |
| 13. | | |
| 14. | | |
| 15. | | |
| 16. | | |

THE ORDINANCE BEING PRESENTED ADDRESSES TWO DISTINCT ISSUES AND CALLS ON COUNCIL TO REPEAL A PORTION OF BEAUFORT COUNTY ORDINANCE 2020/27, REPLACE SAID PORTION WITH THE RELEVANT LANGUAGE FROM BEAUFORT COUNTY ORDINANCE 2011/21, AND APPROVE A SALARY ADJUSTMENT

In 2004 and again in 2011 COUNTY COUNCIL approved and adopted Ordinances 2011/21 and 2004/36 which distinctly authorized members of COUNTY COUNCIL to receive Beaufort County's annual Cost of Living Adjustment (COLA) in conjunction with all other County employees and without any stipulations. These ordinances, passed by COUNTY COUNCIL in 04 and 11, were constitutional legislative enactments and were binding until an action to repeal was undertaken by the authorizing body or until the ordinance was challenged and declared invalid by a court of competent jurisdiction.

In 2019 COUNTY COUNCIL approved a COLA for all employees. This COLA was meant to address inflationary pressures in the local economy affecting the purchasing powers of employees located in that local economy. The COLA was (enacted) to provide immediate assistance for all employees, including elected and appointed officials, to deal with the rising costs of fuel, food, clothing, car repairs, medical bills, prescription costs and other items affected by inflationary conditions. Council received the COLA (in compliance with) the Beaufort County Ordinance's passed in '04/'11 neither of which had been repealed or ruled invalid at this point.

Shortly thereafter, the County Administrator at that time, requested and received an opinion from the County Attorney's office stating that the contemporaneous granting of a COLA to COUNTY COUNCIL conflicted with South Carolina code 4-9-100, which controls the timing of COUNTY COUNCIL salary changes. That statute states base salary changes shall not be effective for COUNTY COUNCIL until the commencement of the term of at least two members being elected at the prior general election. That opinion from the County Attorney's office caused the return of the COLA payments already received by Council and delayed further payment of the COLA to Council members from July 2019 until January 2021, a period of 18 months.

In 2020, the same County Administrator caused an ordinance to be created and presented to COUNTY COUNCIL seeking to repeal the existing and valid county ordinance authorizing contemporaneous COLA payments, with the explanation that the county ordinance conflicted with South Carolina code 4-9-100. The basis for this action was the same opinion issued by the County Attorney's office, thus causing the county ordinance that was valid and binding to be repealed by the authorizing body in the mistaken belief that the county ordinance conflicted with SC Code 4-9-100.

In April, 2022, another inflationary COLA granted to all employees was delayed until January 2023 for COUNTY COUNCIL, using the same logic that appeared to be plausible but was not.

It has become clear that the ordinances passed by COUNTY COUNCIL in '04 and '11 were constitutional, valid and binding. Neither had been repealed nor deemed invalid by a court of competent jurisdiction and were therefore still valid and binding when the adverse action reversing the July '19 COLA was undertaken.

In September '22 a South Carolina Attorney General's opinion was requested on this matter. The question was not whether COLAs were permitted but rather was a contemporaneous COLA in conflict with SC 4-9 -100. The Attorney General's opinion stated, after four pages of analysis, "the ordinance as proposed MAY be in conflict with SC 4-9-100." On the other hand, the South Carolina Association of Counties weighed in stating so long as the ordinance authorizing COLAs is adopted in accordance with South Carolina code 4-9-100 in its first year, it is valid and binding in successive years.

We believe the language contained in this ordinance today rectifies the inappropriate action taken in 2020 and correctly reinstates the former county ordinances authorizing contemporaneous granting of council related COLAs.

A separate issue to be discussed references section 4-9 -100 again which states council may adjust its base salary in an election year when two or more council members are elected.

This is that year.

The last base salary adjustment was made in 2020. Prior to 2020 the last salary adjustment was made in the year 2011, prior to that it was adjusted in the year 2004. The next adjustment permitted after this year will be at the end of 2024 with an effective date of January, 2025. Currently COUNTY COUNCIL salary is \$27,797. This proposed ordinance will adjust that salary to \$30,000 a difference of \$2,303 on an annual basis, with a 16% premium for the chair and an 8% premium for the vice chair. No base salary adjustment can be made in 2023 or 2024, as the next base salary adjustment that can be considered for Council will be in the year 2024, in line with the next scheduled general election.

Regards,

Larry McElynn
Council Member
Beaufort County Council
District 10
Hilton Head Island
South Carolina

ORDINANCE 2020 / 27

**AN ORDINANCE AMENDING SECTION 2-28 OF THE CODE OF ORDINANCES OF
BEAUFORT COUNTY BY DELETING AND REPLACING A PORTION OF THE CURRENT
TEXT**

WHEREAS, Beaufort County Council desires to amend the current Beaufort County Code pertaining to salary and reimbursement;

WHEREAS, this Ordinance shall be made effective immediately; and

WHEREAS, pursuant to S.C. Code Ann. §4-9-100, the amended text relating to salary shall not be effective until the date of commencement of terms of at least two members of council elected at the next general election following the enactment of this Ordinance at which time the amended salary rates will become effective for all members.

NOW, THEREFORE, BE IT ORDAINED, by Beaufort County Council to amend Beaufort County Code Section 2-28 text by replacing the stricken through portions of the text and adding the text underlined as follows:

Sec. 2-28. - Salary and reimbursement.

- (a) *Base annual pay.* The members of council shall receive base annual pay for each fiscal year as follows:
- (1) *Councilmember.* Each member of council, with the exception of the chair and vice chair, shall receive \$26,988.00; and
 - (2) *Council chair.* The chair of council shall receive \$28,990.00; and
 - (3) *Council vice-chair.* The Vice-Chair of council shall receive \$28,002.00.
 - (4) Any cost of living increase approved in an annual budget for county employees shall also apply to councilmembers' salary. However, the effective date of any such cost of living increase for all members of council shall be the first of January following a general election where two or more members of council have been elected.
- (b) *Mileage reimbursement.* Each member of council shall be reimbursed mileage to and from their residences for all scheduled meetings, i.e., regular meetings, work sessions, public hearings, and other official travel, at the rate as published annually by the U.S. Internal Revenue Service; and
- (c) *Method of payment.* Base annual pay shall be divided into 26 equal payments and made biweekly through the normal payroll cycle. Payment of the mileage will be made on the second scheduled pay date of each month following the month in which the mileage was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and
- (d) *Required documentation.* An affidavit form must be completed and signed by the councilmember, and submitted to the finance department in order for payment of the mileage to be made. The affidavit shall provide for the recording of the date, location, total mileage to and from, and the purpose of the meeting, and
- (e) *Expenses.* Members of council may also be reimbursed for actual expenses incurred in the conduct of their official duties, including reasonable costs for overnight travel, lodging, meals, and incidental

expenses where such travel is necessary and appropriate. Airfare shall be at the lowest available coach fare. Destination travel shall be by local bus, shuttle, ride share, taxi or lowest available car rental cost. Advances may be made, but costs must be reconciled immediately following any such travel.

ADOPTED IN MEETING DULY ASSEMBLED this 10th day of August 2020.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: Joseph Passiment
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock

Sarah W. Brock, Clerk to Council

Third and Final Reading: August 10, 2020 / Vote: 9:1

Public Hearing: July 13, 2020

Second Reading: July 13, 2020 / Vote: 7:3

First Reading: June 22, 2020 / Vote: 8:3

2011/21

Amendment to Council stipend to install a cap of 144 meetings per fiscal year

2011/21

Amendment to Council stipend to install a cap of 144 meetings per fiscal year

2011 / 21

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA, TO AMEND COUNTY COUNCIL STIPEND TO INSTALL A CAP.

WHEREAS, Chapter 9, Section 4-9-100, 1982 Supplement of the *Code of Laws of South Carolina*, 1976, as amended, specified that ". . . after the initial determination of salary, Council may, by Ordinance, adjust such salary but the Ordinance changing such salary shall not be effective until the date of commencement of terms of at least two members of Council elected at the next general election following the enactment of the Ordinance affecting such salary changes at which time it will become effective for all members," and "members may also be reimbursed for actual expenses incurred in the conduct of their official duties;" and

WHEREAS, the base annual pay incorporates payment for all scheduled regular Council meetings; and

WHEREAS, a member of Beaufort County Council is authorized payment of a stipend for certain other meetings attended by said member, while acting in his/her official capacity as a member of Council, in addition to the base annual pay established for said position; and

WHEREAS, the County Council of Beaufort County deems it advisable to establish an Ordinance outlining the policy for the payment of the base annual pay and the stipend as referenced above.

A. Base Annual Pay. The members of Council shall receive base annual pay for each fiscal year as follows:

1. Council Member. Each member of Council, with the exception of the Chairman, shall receive \$11,038; and

2. Council Chairman. The Chairman of Council shall receive \$14,349; and

3. Cost of Living. Each member of Council shall receive the County's annual cost of living adjustment.

B. Council Stipend. In addition to the base annual pay received for service on Council, members and/or the Chairman may be paid a stipend of \$40 per meeting for his/her attendance at 144 meetings for the fiscal year of any Council committee meetings and other Council related business meetings.

C. Maximum Amount of Payment. Payment for the Council stipend shall be allowed up to the maximum amount authorized per fiscal year, as follows:

1. Council Member. Payment of base annual pay in the fiscal year plus stipend (144 meetings x \$40 per meeting) for the fiscal year shall not exceed Sixteen Thousand Seven Hundred Ninety Eight and 00/100 (\$16,798) Dollars per fiscal year; and

2. Council Chairman. Payment of base annual pay in the fiscal year plus stipend (144 meetings x \$40 per meeting) for the fiscal year shall not exceed Twenty Thousand One Hundred Nine and 00/100 (\$20,109) Dollars per fiscal year; and

3. A specially called (unscheduled) meeting of the County Council of Beaufort County; and

4. A specially called (unscheduled) work session of the County Council of Beaufort County; and

5. Any other business meeting at which the Council member is in attendance in his/her official capacity as a member of Council, i.e., an official meeting with an industrial prospect, an official meeting with another governmental entity, a meeting with a county committee, board, district, agency, authority, or commission, i.e., the Beaufort Memorial Hospital Board, the Solid Waste Advisory Council, the Beaufort-Jasper Water and Sewer Authority, any fire district, etc., or an organized meeting held within his/her district that he/she is attending in his/her official capacity as a member of Council. These meetings are limited to 24 districts meetings per year. This would not include attendance at parades, ribbon cutting ceremonies, or any other non-required functions; and

C. Mileage Reimbursement. Each member of Council shall be reimbursed mileage to and from their residences for all scheduled meetings, i.e., regular meetings, work sessions, public hearings; and

D. Method of Payment. Base annual pay shall be divided into twenty-six equal payments and made biweekly through the normal payroll cycle. Payment of the stipend will be made on the second scheduled pay date of each month following the month in which the stipend was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and

E. Required Documentation. An Affidavit of Attendance form must be completed and signed by the Council member, and submitted to the Finance Department in order for payment of the stipend to be made. The Affidavit provides for the recording of the date, time spent, location, and the purpose of the meeting, i.e., LCOG mileage, etc.; and

F. Dual Payment. No member of Council shall receive a stipend for attendance at any unscheduled meeting if any form of payment for attendance at said meeting is received by the member from another source; and

G. Expenses. Members may also be reimbursed for actual expenses incurred in the conduct of their official duties, *Code of Laws of South Carolina*, Chapter 9, Section 4-9-100, 1982 Supplement.

This Ordinance shall be reviewed in two years (2013).

This Ordinance shall become effective on the first full pay period in July 2011.

Adopted this 27th day of June, 2011.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: Wm. Weston J. Newton
Wm. Weston J. Newton, Chairman

REVIEWED AS TO FORM:

Ladson F. Howell
Ladson F. Howell, Staff Attorney

ATTEST:

Suzanne M. Rainey
Suzanne M. Rainey, Clerk to Council

First Reading: May 23, 2011
Second Reading: June 13, 2011
Public Hearing: June 27, 2011
Third and Final Reading: June 27, 2011

2004/36
Elected Officials and County Council Salaries

2004/36
Elected Officials and County Council Salaries

2004/36

AN ORDINANCE OF THE COUNTY OF BEAUFORT, SOUTH CAROLINA TO ESTABLISH THE SALARIES FOR VARIOUS ELECTED OFFICIALS INCLUDING COUNTY COUNCIL MEMBERS.

SECTION 1. VARIOUS ELECTED OFFICIALS
(Excludes County Council Members)

WHEREAS, the County Council of Beaufort County has created a salary administration program for compensating elected officials; and

WHEREAS, the County Council of Beaufort County has established an entry level salary for each elected official; and

WHEREAS, the County Council of Beaufort County deems it advisable to establish an Ordinance outlining the policy for the establishment of such a plan and the entry-level salaries for each elected official referenced herein.

NOW, THEREFORE, BE IT ORDAINED by County Council of Beaufort County in a meeting duly assembled, by their authority to create such a plan and the entry-level salaries by Ordinance to read as follows:

An Ordinance in the mode prescribed by law to create a salary administration program for elected officials and to establish entry level salaries for each elected official listed in Paragraph A.

A. Elected Officials.

- 1. Auditor
- 2. Clerk of Court
- 3. Coroner
- 4. Probate Judge
- 5. Sheriff
- 6. Treasurer

B. Reelection. An elected official, who is reelected and/or reappointed to his/her same office, without a break in service, will receive a five (5%) percent increase at the beginning of his/her new term of office.

C. Appointment to Unexpired Term. A person who is appointed to fill an unexpired term of an official will be compensated either at the entry level or at the same salary of the person who was holding the official, in accordance with State statutes, only for the remainder of that unexpired term of office.

If the appointee is subsequently elected to the same office, his/her salary will revert to the entry-level salary of that particular official when his/her elected term of office becomes effective.

D. Salary. The salary for each elected official is hereby established:

- Auditor - \$48,459, which excludes any other stipend paid by the County and/or State.
- Clerk of Court - \$61,767, which excludes any other stipend paid by the County and/or State.
- Coroner - \$56,467
- Probate Judge - \$79,789, which excludes any other stipend paid by the County and/or State.
- Sheriff - \$83,856, which excludes any other stipend paid by the County and/or State.
- Treasurer - \$49,138, which excludes any other stipend paid by the County and/or State.

E. State Payments. Any salary and/or stipend received from the State by any elected official will be incorporated into the overall compensation plan.

F. County and/or State Salary Adjustments. Each elected official shall receive the County's annual cost of living adjustment.

Elected officials will receive mandated State salary adjustments or Council approved salary adjustments, whichever is the greater of the two.

SECTION 2. COUNTY COUNCIL MEMBERS
(Excludes Elected Officials in Section.1 above)

WHEREAS, Chapter 9, Section 4-9-100, 1982 Supplement of the *Code of Laws of South Carolina*, 1976, as amended, specified that ". . . after the initial determination of salary, Council may, by Ordinance, adjust such salary but the Ordinance changing such salary shall not be effective until the date of commencement of terms of at least two members of Council elected at the next general election following the enactment of the Ordinance affecting such salary changes at which time it will become effective for all members," and "members may also be reimbursed for actual expenses incurred in the conduct of their official duties;" and

WHEREAS, the base annual pay incorporates payment for all scheduled regular Council meetings; and

WHEREAS, a member of Beaufort County Council is authorized payment of a stipend for certain other meetings attended by said member, while acting in his/her official capacity as a member of Council, in addition to the base annual pay established for said position; and

WHEREAS, the County Council of Beaufort County deems it advisable to establish an Ordinance outlining the policy for the payment of the base annual pay and the stipend as referenced above.

An Ordinance in the mode prescribed by law to alter the fiscal year salary and the method in which the members and/or Chairman of the County Council of Beaufort County are paid for their respective duties.

A. Base Annual Pay. The members of Council shall receive base annual pay for each fiscal year as follows:

1. Council Member. Each member of Council, with the exception of the Chairman, shall receive \$10,000; and
2. Council Chairman. The Chairman of Council shall receive \$13,000; and
3. Cost of Living. Each member of Council shall receive the County's annual cost of living adjustment.

B. Council Stipend. In addition to the base annual pay received for service on Council, members and/or the Chairman may be paid a stipend of \$40 per meeting for his/her attendance at any Council committee meeting and other Council-related business meetings.

1. A specially called (unscheduled) meeting of the County Council of Beaufort County; and
2. A specially called (unscheduled) work session of the County Council of Beaufort County; and
3. Any other business meeting at which the Council member is in attendance in his/her official capacity as a member of Council, i.e., an official meeting with an industrial prospect, an official meeting with another governmental entity, a meeting with a county committee, board, district, agency, authority, or commission, i.e., the Beaufort Memorial Hospital Board, the Solid Waste Advisory Council, the Beaufort-Jasper Water and Sewer Authority, any fire district, etc., or an organized meeting held within his/her district that he/she is attending in his/her official capacity as a member of Council. These meetings are limited to 24 districts meetings per year. This would not include attendance at parades, ribbon cutting ceremonies, or any other non-required functions; and

C. Mileage Reimbursement. Each member of Council shall be reimbursed mileage to and from their residences for all scheduled meetings, i.e., regular meetings, work sessions, public hearings; and

D. Method of Payment. Base annual pay shall be divided into twenty-six equal payments and made biweekly through the normal payroll cycle. Payment of the stipend will be made on the second scheduled pay date of each month following the month in which the stipend was claimed; i.e., for meetings attended in January, payment would be made on the second payroll check paid in the month of February, etc.; and

E. Required Documentation. An Affidavit of Attendance form must be completed and signed by the Council member, and submitted to the Finance Department in order for payment of the stipend to be made. The Affidavit provides for the recording of the date, time spent, location, and the purpose of the meeting, i.e., LCOG mileage, etc.; and

F. Dual Payment. No member of Council shall receive a stipend for attendance at any unscheduled meeting if any form of payment for attendance at said meeting is received by the member from another source; and

G. Expenses. Members may also be reimbursed for actual expenses incurred in the conduct of their official duties, *Code of Laws of South Carolina*, Chapter 9, Section 4-9-100, 1982 Supplement.

This Ordinance shall become effective on the first full pay period in January 2005.

Adopted this 25th day of October, 2004.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: Wm. Weston J. Newton
Wm. Weston J. Newton, Chairman

REVIEWED AS TO FORM:

Kelly J. Golden
Kelly J. Golden, County Attorney

ATTEST:

Suzanne M. Rainey
Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: October 4, 2004
Second Reading: October 11, 2004 (Section 1, Various Elected Officials)
Second Reading: October 25, 2004 (Section 2, County Council Members)
Public Hearing: October 25, 2004
Third and Final Reading: October 25, 2004

(Repealing Ordinances 98/14, 94/12, 94/10, 88/9)
(Repealing Resolution Adopted July 26, 1999)



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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

ORDINANCE 2022/_____

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

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

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

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

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

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

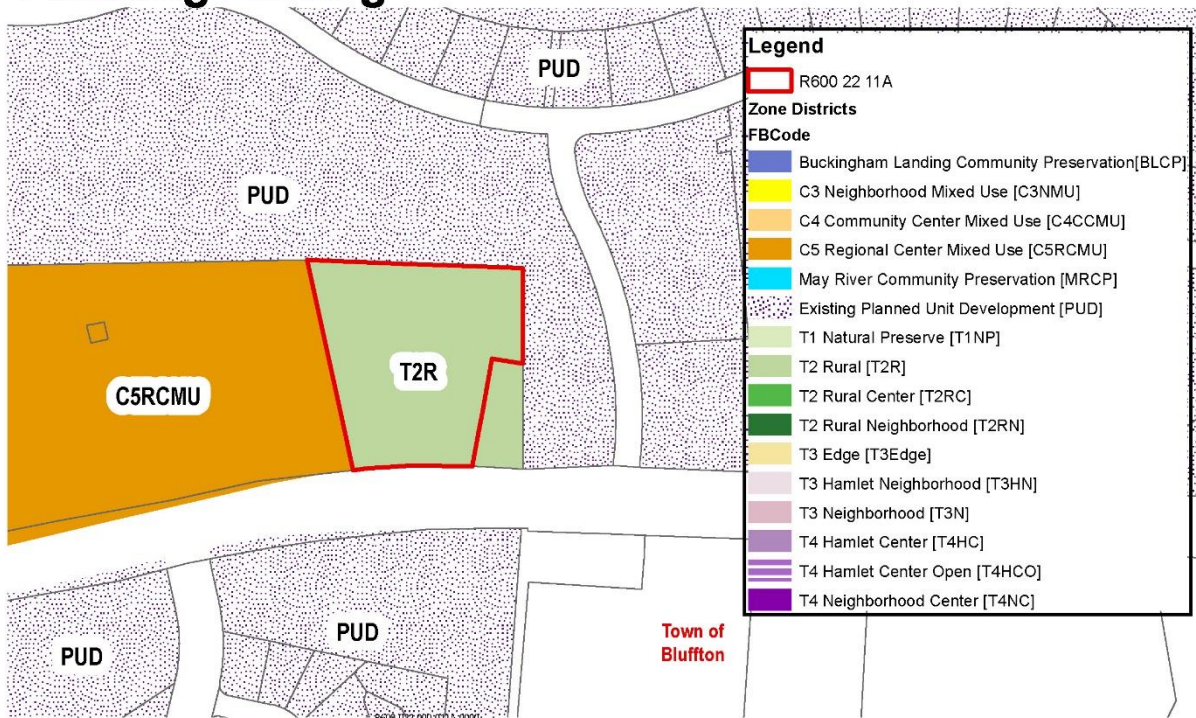
1. The zoning map of the County is hereby amended to reflect the zoning of Parcel ID Number R600 022 000 011A 0000 as C5 Regional Center Mixed Use.
2. Staff is directed to make the changes to the zoning map and to report to all persons necessary or helpful that the zoning has so changed.

Ordained this ____ day of _____, 2022

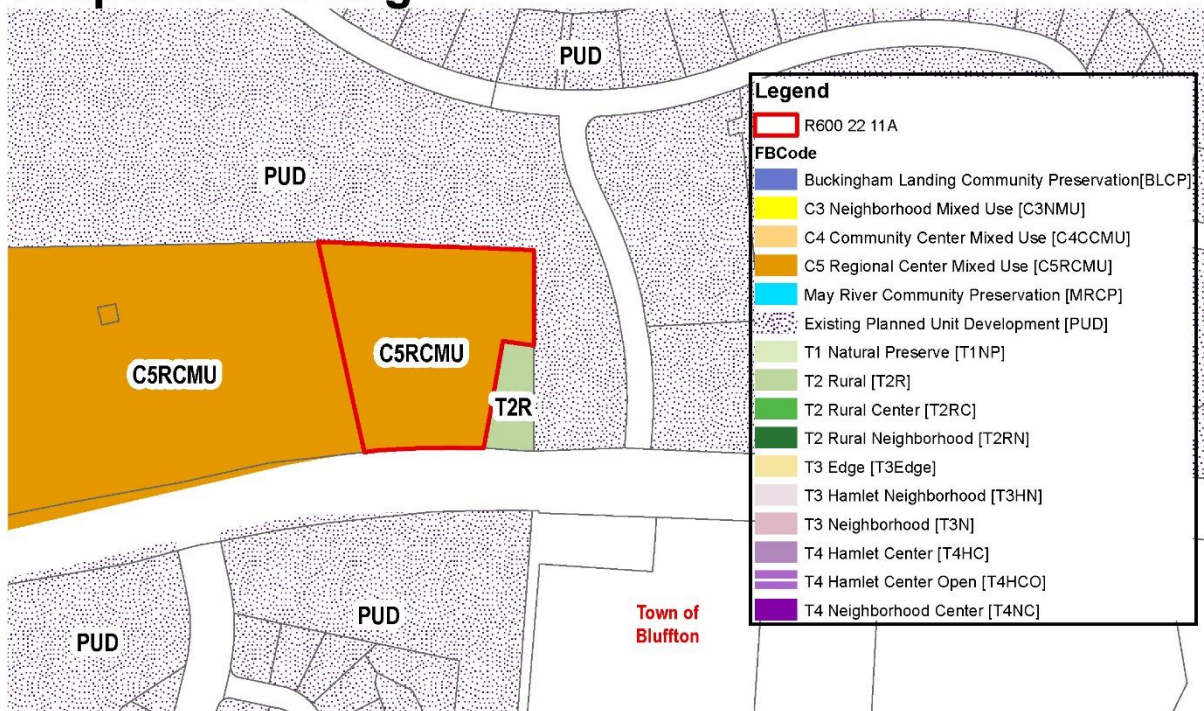
Joseph Passiment, Chairman

Sarah Brock, Clerk to Council

Existing Zoning



Proposed Zoning





MEMORANDUM

TO: Beaufort County Natural Resources Committee

FROM: Juliana Smith, Beaufort County Planning and Zoning Department

DATE: October 10, 2022

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

STAFF REPORT:

A. BACKGROUND:

Case No. CDPA-000020-2022

Owner/Applicant: Laura Lewis

Property Location: Located at 175 Fording Island Road

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

Property Size: 4.25 acres

Current Future Land Use Designation: Community Commercial

Current Zoning District: T2 Rural

Proposed Zoning District: C5 Regional Center Mixed Use

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

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

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

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

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

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

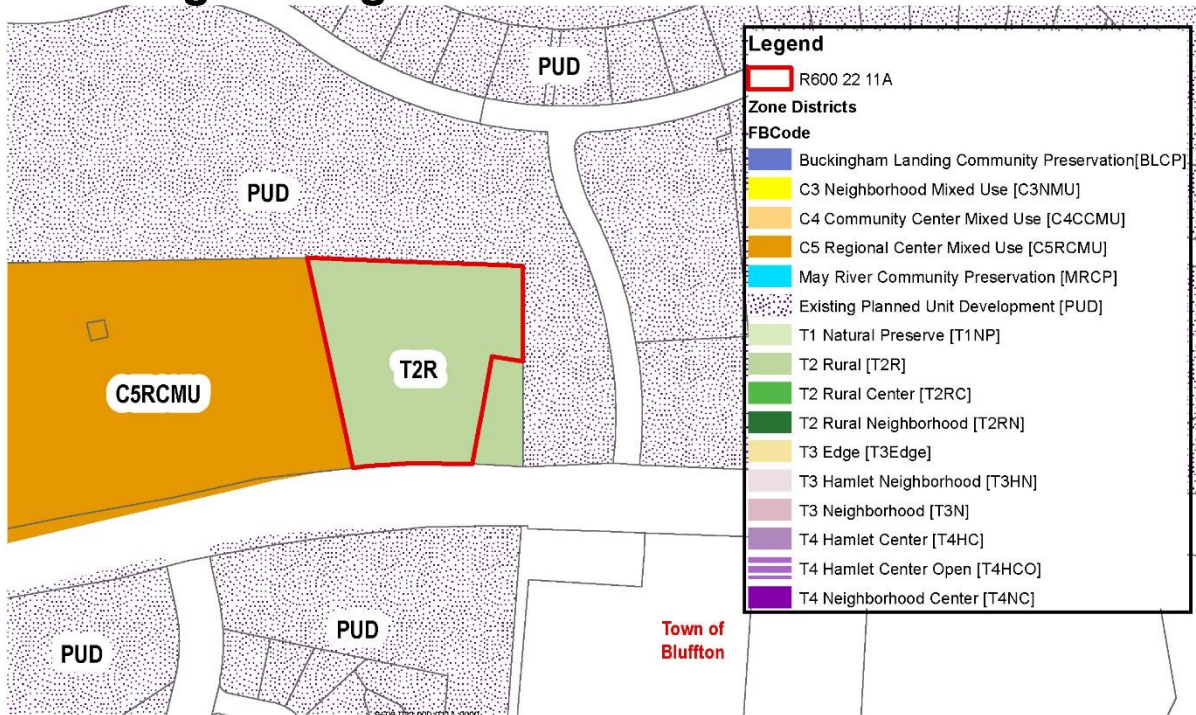
H. BEAUFORT COUNTY PLANNING COMMISSION: At the September 8, 2022 meeting of the Beaufort County Planning Commission, the Commission voted unanimously to recommend conditional approval of the rezoning. The two conditions of approval are:

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

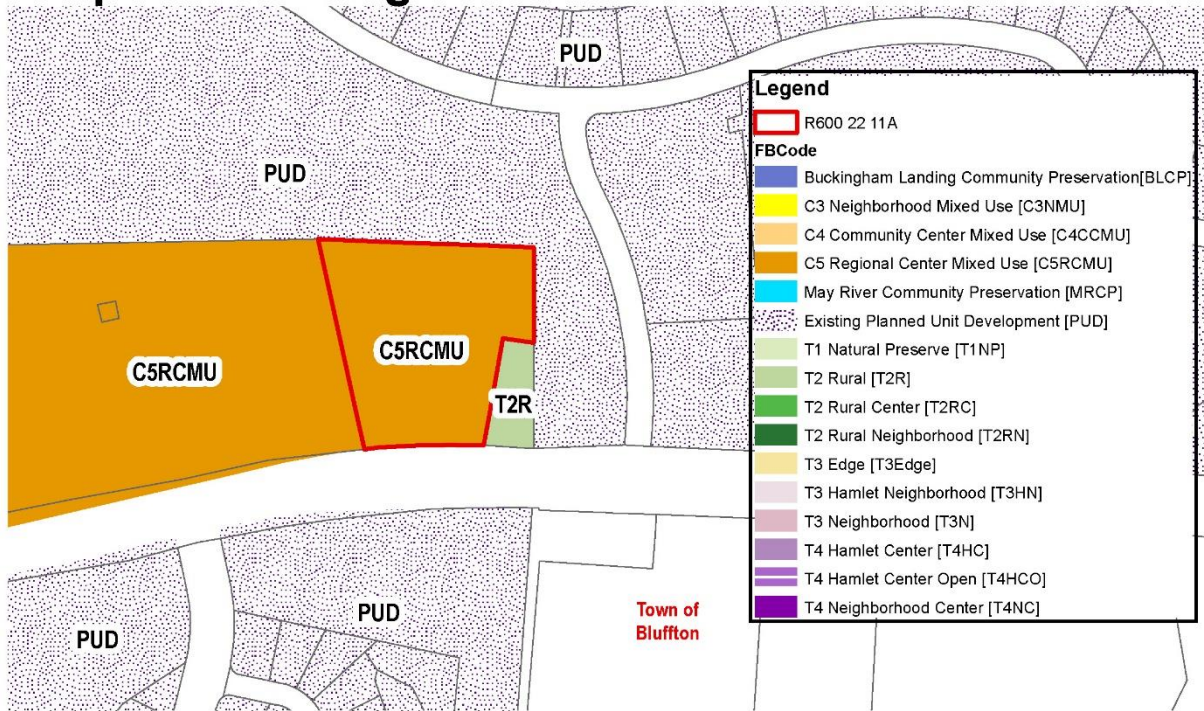
I. ATTACHMENTS

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

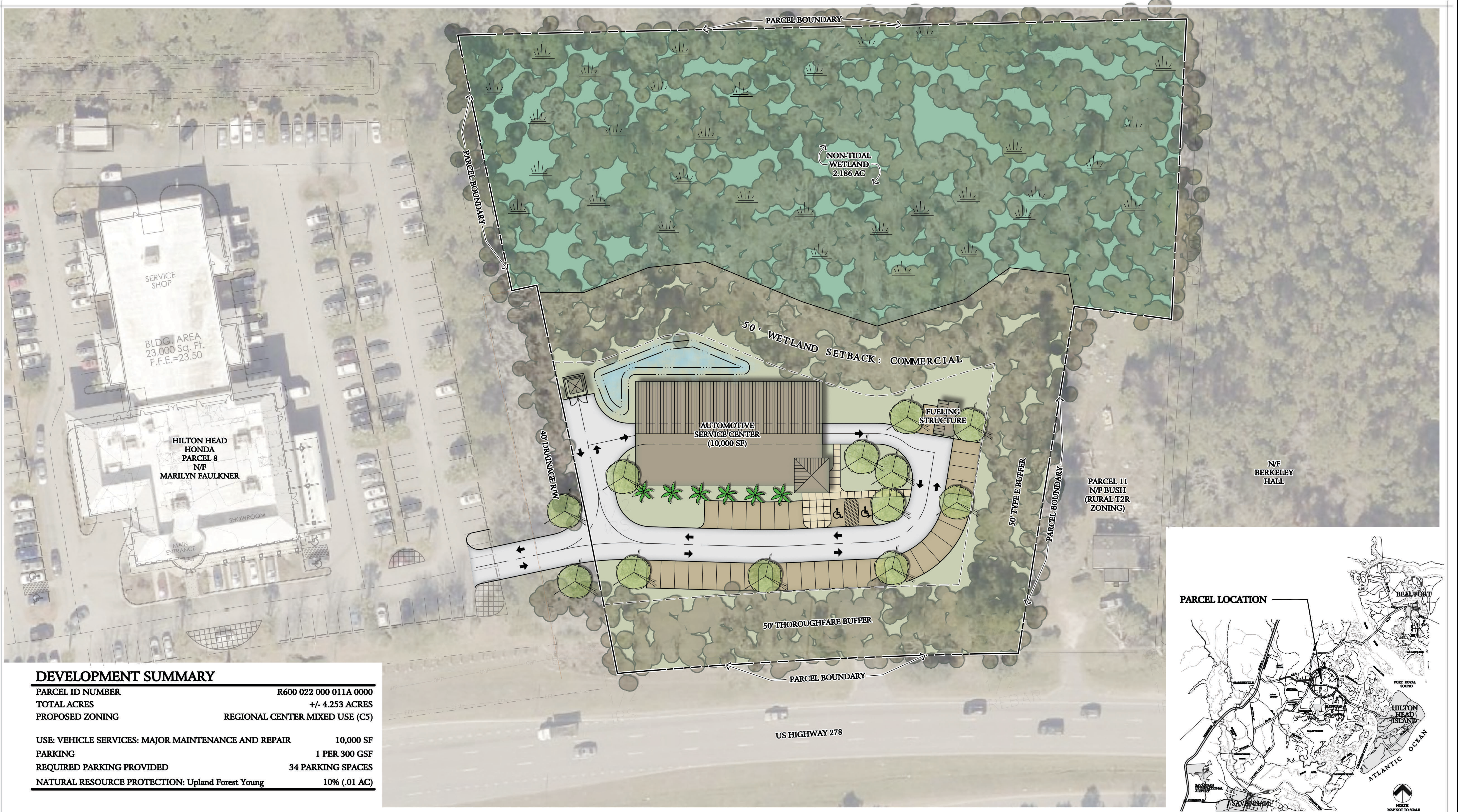
Existing Zoning



Proposed Zoning

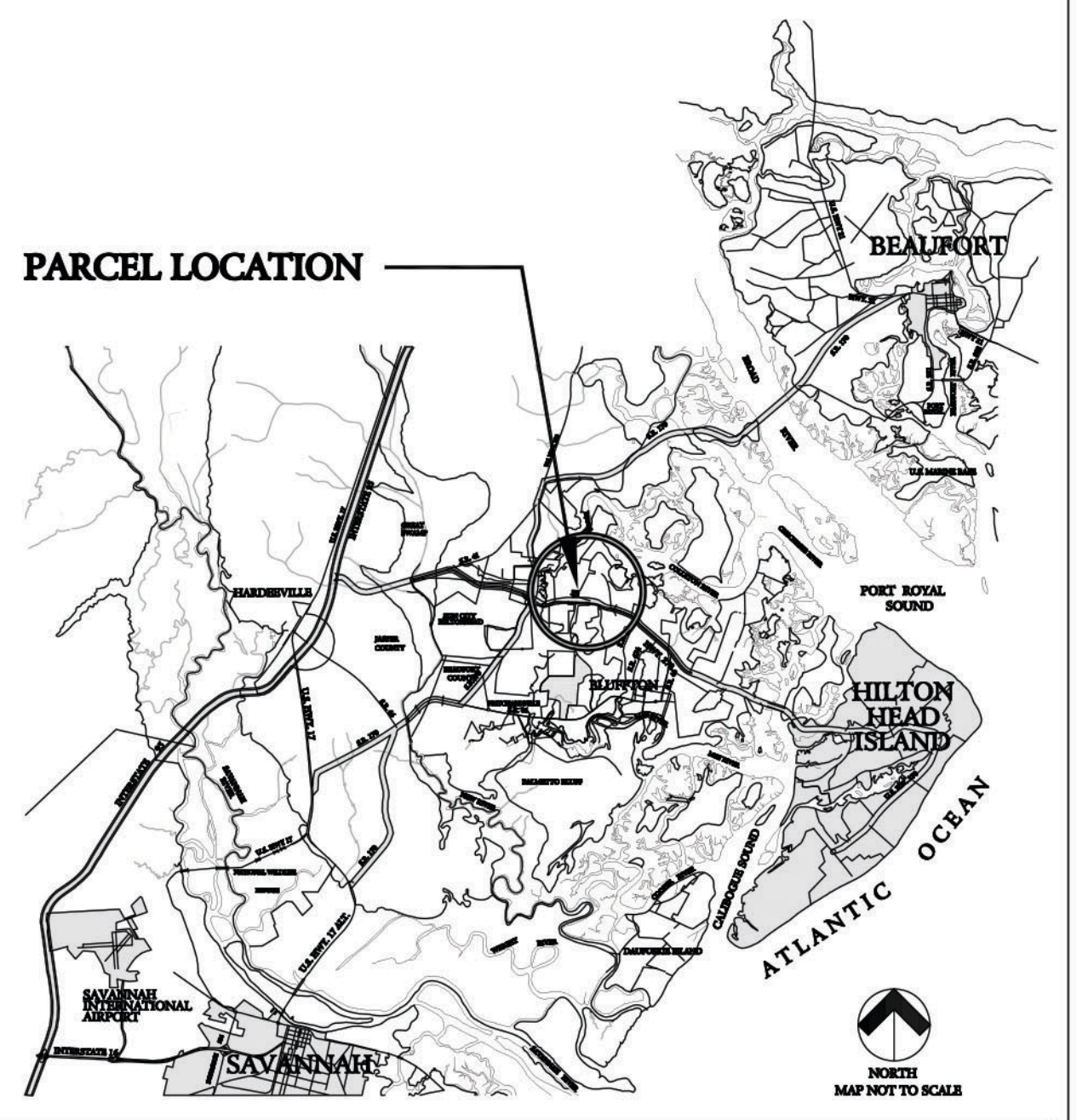






DEVELOPMENT SUMMARY

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



PREPARED FOR:
MFF Enterprises, LLC
 PREPARED BY:

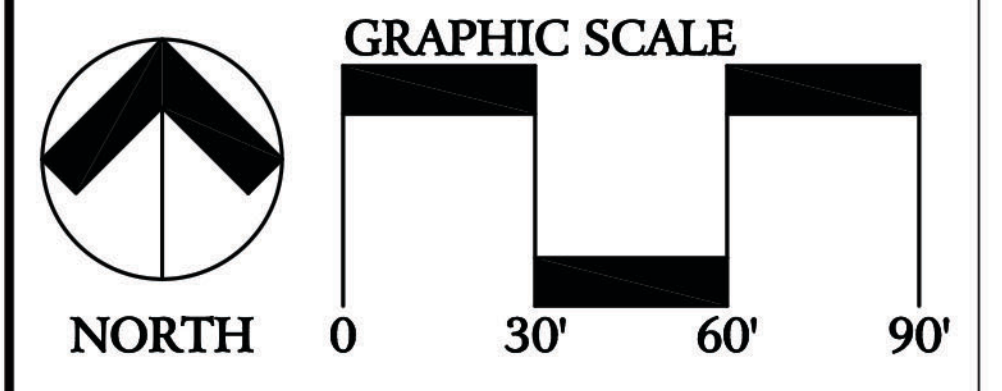
J. K. TILLER ASSOCIATES, INC.
 LAND PLANNING LANDSCAPE ARCHITECTURE
 181 BLUFFTON ROAD, SUITE F203 BLUFFTON, SC 29910
 Voice: 843.815.4800 jtiller@jtiller.com Fax: 843.815.4802

HILTON HEAD HONDA SERVICE CENTER

CONCEPTUAL SITE PLAN #1

BEAUFORT COUNTY, SOUTH CAROLINA

APRIL 6, 2022



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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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

ORDINANCE 2022 / __

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

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

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

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

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

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

Adopted this ___ day of _____ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

5.11.60 River Buffer

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

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



MEMORANDUM

TO: Beaufort County Natural Resources Committee

FROM: Juliana Smith, Beaufort County Planning and Zoning Department

DATE: October 10, 2022

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

STAFF REPORT:

A. BACKGROUND:

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

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

C. STAFF RECOMMENDATION: Staff recommends approval.

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

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

5.11.60 River Buffer

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

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

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



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

2021 MODIFICATION INDEX

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

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

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

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

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-01

Code Section: [A] 101.4.7 Existing Buildings

Modification:

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

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

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

Add new referenced standard to Chapter 16 as follows:

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

Proponent: American Concrete Institute (ACI)

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-02

Code Section: 202 Definitions

Modification:

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

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-04

Code Section: 303.4 Assembly Group A-3

Modification:

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

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-05

Code Section: 312.1 General.

Modification:

SECTION 312

UTILITY AND MISCELLANEOUS GROUP U

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

Agricultural buildings

Aircraft hangars, accessory to a one- or two-family residence (see Section 412.4)

Barns

Carports

Communication equipment structures with a *gross floor area* of less than 1,500 square feet (139 m²)

Fences more than 7 feet (2134 mm) in height

Grain silos, accessory to a residential occupancy

Livestock shelters

Primitive Camp Structures

Private garages

Retaining walls

Sheds

Stables

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-07

Code Section: 706.1 General

Modification:

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

Proponent: BOASC

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



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

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-10

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

Modification:

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

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

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

Exceptions:

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

Proponent: Midlands Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-11

Code Section: 1016.2 Egress through intervening spaces

Modification:

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

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

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

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

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-14

Code Section: 1803.2 Investigations required

Modification:

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

Exception:

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

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-16

Code Section: 1907.1 General

Modification:

SECTION 1907

MINIMUM SLAB PROVISIONS

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

Exception: A vapor retarder is not required:

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

Proponent: Structural Engineers' Association of SC

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-17

Code Section: 2303.2.2 Others means during manufacture

Modification:

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Building Code

Modification Index Number: IBC 2021-18

Code Section: Appendix H Signs

Modification:

Appendix H was adopted for use statewide.

Appendix H Signs

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

Proponent: Structural Engineers Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-01

Code Section: R202 Definitions

Modification:

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

Proponent: Coastal Code Enforcement Association of SC

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-02

Code Section: R202 Definitions

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-04

Code Section: R301.2.1 Wind design criteria

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-05

Code Section: R301.2.2.1 Determination of seismic design category

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-06

Code Section: R302.1 Exterior walls

Modification:

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

Exceptions:

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

Proponent: Coastal Code Enforcement Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-07

Code Section: R302.1 Exterior walls

Modification:

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

Exceptions:

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

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-09

Code Section: R302.4.1 Through penetrations

Modification:

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

Exceptions:

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-10

Code Section: R302.5.1 Opening protection

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-11

Code Section: R302.13 Fire protection of floors

Modification:

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

Exceptions:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-12

Code Section: R303.4 Mechanical ventilation

Modification:

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

(Section deleted without substitution)

Proponent: Coastal Code Enforcement Association of SC

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-13

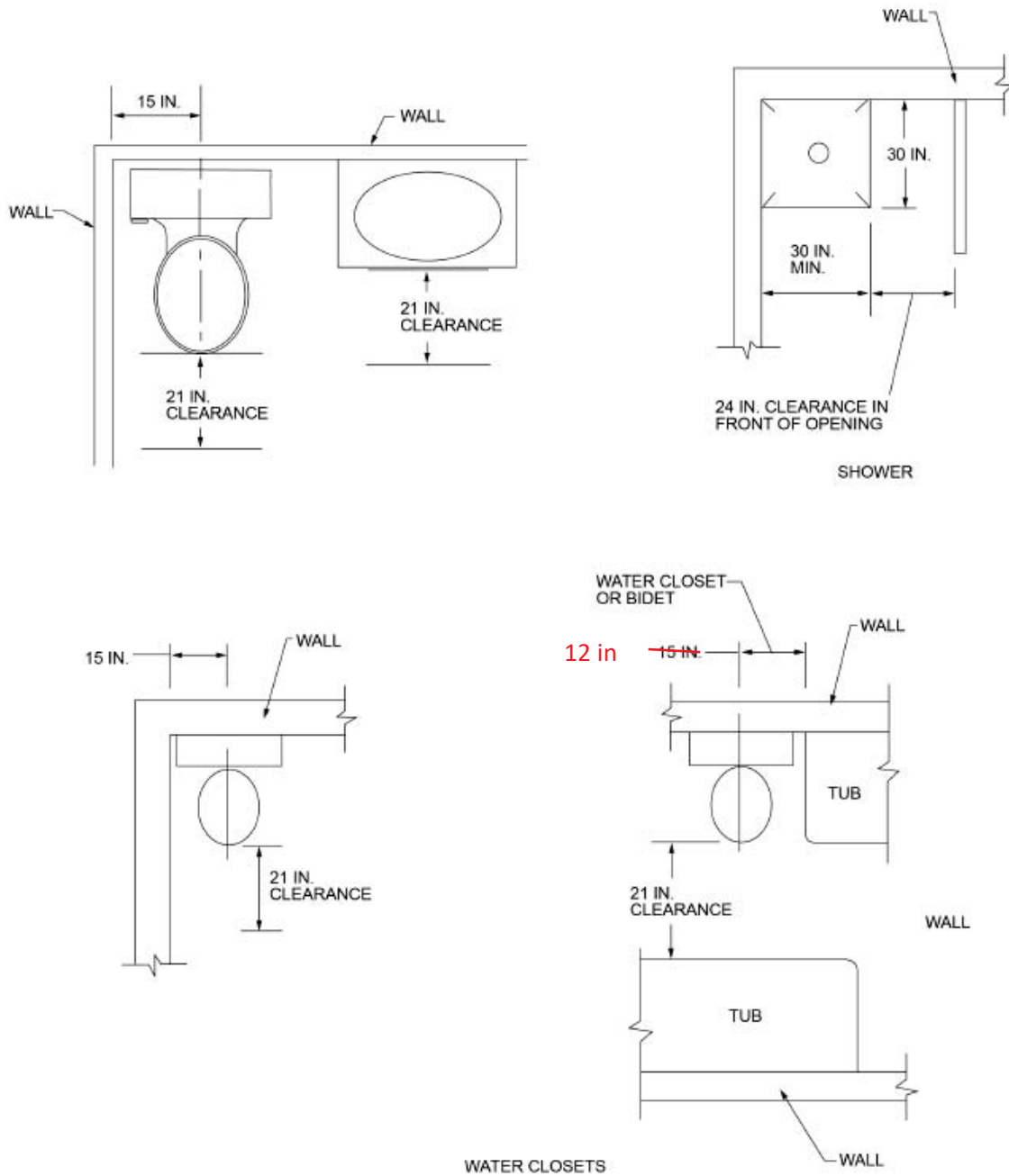
Code Section: Figure R307.1 Minimum Fixture Clearances

Modification:

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

Proponent: Home Builders Association of South Carolina

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



For SI: 1 inch = 25.4 mm.

FIGURE R307.1
MINIMUM FIXTURE CLEARANCES



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-15

Code Section: R311.7.5.1 Risers

Modification:

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

Exceptions:

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

Proponent: Structural Engineers Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-16

Code Section: R312.1.1 Where required

Modification:

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-17

Code Section: R312.2 Window fall protection

Modification:

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

Deleted without substitution.

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-18

Code Section: R313 Automatic Fire Sprinkler Systems

Modification:

SECTION R313
AUTOMATIC FIRE SPRINKLER SYSTEMS

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

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

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

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

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-22

Code Section: R317.1.1 Field treatment

Modification:

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

Proponent: Structural Engineers Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-23

Code Section: R318.1 Subterranean termite control methods

Modification:

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

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

Proponent: Home Builders Association of SC

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-24

Code Section: R318.4 Foam plastic protection

Modification:

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

Exceptions:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-25

Code Section: R318.5 Termite Inspection Strip

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-28

Code Section: R322.1 General

Modification:

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-29

Code Section: R326.3 Story above grade plane

Modification:

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

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-31

Code Section: R404.1.9.2 Masonry piers supporting floor girders

Modification:

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

Proponent: HBA of SC & Structural Engineers Association of SC

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-32

Code Section: R408.3 Unvented crawl space

Modification:

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

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

Proponent: Structural Engineers Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-33

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

Modification:

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-34

Code Section: R408.4 Access

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-35

Code Section: R408.8 Under-floor vapor retarder

Modification:

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

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

Deleted without substitution.

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-36

Code Section: R502.11.4 Truss design drawings

Modification:

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

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-37

Code Section: R506.2.3 Vapor retarder

Modification:

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

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

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

Proponent: Structural Engineers Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-38

Code Section: R606.7 Piers

Modification:

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

Proponent: Structural Engineers Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-39

Code Section: R802.10.1 Truss design drawings

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-40

Code Section: R905.2.8.5 Drip edge

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-41

Code Section: Chapter 11 Energy Efficiency

Modification:

**CHAPTER 11 [RE]
ENERGY EFFICIENCY**

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-42

Code Section: M1411.6 Insulation and refrigerant piping

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-43

Code Section: M1411.9 Locking access port caps

Modification:

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

Deleted without substitution.

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-44

Code Section: M1502.3 Duct termination

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-45

Code Section: M1502.4.2 Duct installation

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-46

Code Section: M1502.4.6 Duct length

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-47

Code Section: M1503.6 Makeup air

Modification:

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

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-48

Code Section: M1504.3 Exhaust openings

Modification:

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

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

Exception: Bathrooms, water closets and shower spaces.

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-49

Code Section: M1601.4.1 Joints, Seams and Connections

Modification:

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

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

Exceptions:

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-50

Code Section: G2418.2 Design and installation

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-51

Code Section: P2503.6 Shower liner test

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-52

Code Section: P2503.6 Shower liner test

Modification:

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-53

Code Section: P2603.2.1 Protection against physical damage

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-54

Code Section: P2603.5 Freezing

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-55

Code Section: P2603.5 Freezing

Modification:

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

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-56

Code Section: P2705.1(3) General

Modification:

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

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

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

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-57

Code Section: P2708.4 Shower control valves

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-58

Code Section: P2713.3 Bathtub and whirlpool bathtub valves

Modification:

P2713.3 Bathtub and whirlpool bathtub valves. Bathtubs and whirlpool bathtub valves shall have or be supplied by a water-temperature-limiting device that conforms to ASSE 1070/ASME A112.1070/CSA B125.70, except where such valves are combination tub/shower valves in accordance with Section P2708.4. The water-temperature-limiting device required by this section shall be equipped with a means to limit the maximum setting of the device to 120°F (49°C), and, where adjustable, shall be field-adjusted in accordance with the manufacturer's instructions to provide hot water at a temperature not to exceed 120°F (49°C). Access shall be provided to water-temperature-limiting devices that conform to ASSE 10705/ASME A112.1070/CSA B125.70.

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-60

Code Section: P2903.10 Hose bib

Modification:

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

Section deleted without substitution.

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-62

Code Section: P2904.2.4.2.1 Additional requirements for pendant sprinklers

Modification:

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

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

Proponent: South Carolina Master Plumbers Association

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-66

Code Section: E3606.5 Surge protection

Modification:

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

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

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

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-67

Code Section: E3802.4 In unfinished basements

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-69

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

Modification:

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-70

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

Modification:

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-71

Code Section: E3902.5 Basement receptacles

Modification:

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

Exceptions:

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-73

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

Modification:

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

(language in 1 - 6 unchanged)

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-75

Code Section: E4002.14 Tamper-resistant receptacles

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-76

Code Section: Chapter 44 Referenced Standards

Modification:

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

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

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-77

Code Section: Appendix AH Patio Covers

Modification:

**APPENDIX AH
 PATIO COVERS**

Appendix adopted for use statewide.

Proponent: Structural Engineers Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-78

Code Section: Appendix AJ Existing Buildings and Structures

Modification:

APPENDIX AJ
EXISTING BUILDINGS AND STRUCTURES

Appendix adopted for use statewide.

Proponent: Structural Engineers Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Residential Code

Modification Index Number: IRC 2021-79

Code Section: Appendix AQ Tiny Houses

Modification:

**APPENDIX AQ
TINY HOUSES**

Appendix adopted for use statewide.

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-02

Code Section: 202 General definitions

Modification:

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-03

Code Section: 202 General definitions

Modification:

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

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

Proponent: BOASC

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-04

Code Section: 202 General definitions

Modification:

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

Proponent: South Carolina Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-05

Code Section: 315.3.3 Equipment rooms

Modification:

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

Proponent: Midlands Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-07

Code Section: 319.11 Clearance requirements

Modification:

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

Proponent: Midlands Fire Marshal's Association

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



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

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-08

Code Section: 503.1.2 Additional access

Modification:

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

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-09

Code Section: 503.1.2.1

Modification:

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

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-10

Code Section: 503.2.1 Dimensions

Modification:

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-11

Code Section: 507.1 Required water supply

Modification:

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

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

Proponent: Charleston Fire Department

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-12

Code Section: 507.5.1 Where Required

Modification:

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

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

Exceptions:

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

Proponent: Charleston Fire Department

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-13

Code Section: 507.5.1.1 Hydrant for standpipe systems

Modification:

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

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

Proponent: Midlands Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-14

Code Section: 507.5.4 Obstruction

Modification:

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

Proponent: Midlands Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-16

Code Section: 607.1 General

Modification:

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

Proponent: Midlands Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-19

Code Section: 901.6.3 Records

Modification:

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

Proponent: Charleston Fire Department

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-22

Code Section: 907.6.5 Access

Modification:

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

Proponent: Midlands Fire Marshal's Association

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



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

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-24

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

Modification:

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

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

Exceptions:

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

Proponent: Midlands Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-25

Code Section: 1016.2 Egress through intervening spaces

Modification:

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

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

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

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

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

Proponent: Charleston Fire Department

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-31

Code Section: 2303.2.2 Testing

Modification:

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

Proponent: Midlands Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-33

Code Section: 2305.5 Fire extinguishers

Modification:

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

Proponent: Midlands Fire Marshal's Association

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



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

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-34

Code Section: 2307.4 Location of dispensing operations and equipment

Modification:

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

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

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

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

Proponent: South Carolina Propane Gas Association

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



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

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-35

Code Section: 2307.7 Public fueling of motor vehicles

Modification:

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

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

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

Proponent: South Carolina Propane Gas Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-38

Code Section: 6101.1 Scope

Modification:

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

Proponent: South Carolina Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-41

Code Section: 6106.1 Attendants

Modification:

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

Proponent: South Carolina Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-42

Code Section: 6107.4 Protecting containers from vehicles

Modification:

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

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

Proponent: South Carolina Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-43

Code Section: 6109.13 Protection of containers

Modification:

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

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

Proponent: South Carolina Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-44

Code Section: 6110.1 Removed from service

Modification:

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

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

Proponent: SC Fire Marshal's Association

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



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

Applicable Code: 2021 International Fire Code

Modification Index Number: IFC 2021-45

Code Section: 6111.2.1

Modification:

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

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

Proponent: South Carolina Fire Marshal's Association

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



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

Item 19.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-01

Code Section: 202 General Definitions

Modification:

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

Proponent: Carolinas AGC

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



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

Item 19.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-02

Code Section: 202 General Definitions

Modification:

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

Proponent: Carolinas AGC

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



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

Item 19.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-03

Code Section: 202 General Definitions

Modification:

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

Proponent: Carolinas AGC

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



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

Item 19.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-04

Code Section: 202 General Definitions

Modification:

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

Proponent: Carolinas AGC

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



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

Item 19.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-05

Code Section: Table 403.1 Minimum Number of Required Plumbing Fixtures

Modification:

Add column to table - BOTTLE FILLING STATION

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

See Attachment

Proponent: Carolinas AGC

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

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

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



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

Item 19.

Applicable Code: 2021 International Plumbing Code

Modification Index Number: IPC 2021-06

Code Section: 410.4 Substitution

Modification:

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

Proponent: Carolinas AGC

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



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

Item 19.

Applicable Code: 2021 International Mechanical Code

Modification Index Number: IMC 2021-01

Code Section: 504.9.2 Duct Installation

Modification:

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

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

Proponent: Building Official Association of South Carolina (BOASC)

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



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

Item 19.

Applicable Code: 2021 International Mechanical Code

Modification Index Number: IMC 2021-02

Code Section: Table 1103.1 Refrigerant Classification Amount and OEL

Modification:

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

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

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



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

Item 19.

Applicable Code: 2021 International Mechanical Code

Modification Index Number: IMC 2021-03

Code Section: 1104.3 System Application Requirements

Modification:

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

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

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



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

Applicable Code: 2021 International Mechanical Code

Modification Index Number: IMC 2021-04

Code Section: Chapter 15 Referenced Standards

Modification:

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

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

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



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

Item 19.

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-01

Code Section: 401.9 Identification

Modification:

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

Exceptions:

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

Section deleted without substitution.

Proponent: South Carolina Propane Gas Association (SCPGA)

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



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

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-02

Code Section: 401.10 Third-Party Testing and Certification

Modification:

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

Proponent: South Carolina Propane Gas Association (SCPGA)

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



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

Item 19.

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-03

Code Section: 412.4 Listed Equipment

Modification:

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

Proponent: South Carolina Propane Gas Association (SCPGA)

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



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

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-04

Code Section: 412.6 Location

Modification:

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

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

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

Exceptions:

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

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

Proponent: South Carolina Propane Gas Association (SCPGA)

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



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

Item 19.

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-05

Code Section: 412.8.3 Vehicle Impact Protection

Modification:

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

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

Proponent: South Carolina Propane Gas Association

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



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

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-06

Code Section: 412.10 Private fueling of motor vehicles

Modification:

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

Proponent: South Carolina Propane Gas Association (SCPGA)

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



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

Applicable Code: 2021 International Fuel Gas Code

Modification Index Number: IFGC 2021-07

Code Section: 505.1.1 Commercial cooking appliances vented by exhaust hoods

Modification:

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

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

Proponent: Piedmont Natural Gas

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



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

Item 19.

Applicable Code: 2020 National Electrical Code

Modification Index Number: NEC 2020-03

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

Modification:

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

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

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2020 National Electrical Code

Modification Index Number: NEC 2020-04

Code Section: 210.8(F) Outdoor Outlets

Modification:

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

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

Proponent: Home Builders Association of South Carolina

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



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

Item 19.

Applicable Code: 2020 National Electrical Code

Modification Index Number: NEC 2020-05

Code Section: 210.12(A) Dwelling Units

Modification:

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

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

Proponent: Home Builders Association of South Carolina

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



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

Applicable Code: 2020 National Electrical Code

Modification Index Number: NEC 2020-06

Code Section: 230.67 Surge Protection

Modification:

230.67 Surge Protection.

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

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

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

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

~~(D) Replacement.~~ Where service equipment is replaced, all of the requirements of this sections shall apply.

This section is deleted without substitution.

Proponent: Home Builders Association of South Carolina

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



2021 South Carolina Code Adoptions

On October 6, 2021, the South Carolina Building Codes Council adopted the latest editions of the mandatory codes and appendices with modifications, as referenced in S.C. Code Ann. §6-9-50 (1976, as amended), to be enforced by all municipalities and counties in South Carolina. The Council established the implementation date for local jurisdictions as **January 1, 2023**.

The adopted modifications and the mandatory codes are as follows:

2021 South Carolina Building Code or the 2021 International Building Code with SC modifications
 2021 South Carolina Residential Code or the 2021 International Residential Code with SC modifications
 2021 South Carolina Fire Code or the 2021 International Fire Code with SC modifications
 2021 South Carolina Plumbing Code or the 2021 International Plumbing Code with SC modifications
 2021 South Carolina Mechanical Code or the 2021 International Mechanical Code with SC modifications
 2021 South Carolina Fuel Gas Code or the 2021 International Fuel Gas Code with SC modifications
 2020 National Electrical Code (NFPA 70) with SC modifications
 2009 International Energy Conservation Code ([Energy Standard Act](#))

Print and PDF download versions of the 2021 South Carolina codes are available for pre-order from the [ICC website](#).

The International Codes are to be used in conjunction with the latest [code modifications](#) approved by the Council. Only the modifications approved and listed on the Council's website are valid for use in the State. Building code modifications that have not been approved by the Council are invalid and cannot be adopted, employed or enforced by municipalities and counties.

The latest edition of ICC/ANSI A117.1, Accessible and Useable Buildings and Facilities, is adopted by the [Accessibility Act](#), S.C. Code Ann. § 10-5-210 et seq., and is mandatory for use in all municipalities and counties within the State.

Additional information can be found on the South Carolina Building Codes Council's [website](#).

ORDINANCE NO. 2022 / ____

AN ORDINANCE AMENDING THE BEAUFORT COUNTY CODE OF ORDINANCES, CHAPTER 74 – BUILDING AND BUILDING REGULATIONS, SECTION 74-64, ADOPTION OF BUILDING CODES (AMENDS CODE OF ORDINANCES TO ADOPT THE 2021 STATE MANDATED CODE EDITIONS).

WHEREAS, Beaufort County (“County”) adopts the most current building codes as established the South Carolina Building Codes Council pursuant to Ordinance 2018/38; and

WHEREAS, currently Beaufort County applies the 2018 code editions pursuant to the established effective dates by the South Carolina Building Codes Council of said code; and

NOW THEREFORE, BE IT ORDAINED the Beaufort County Council does hereby amend Section 74-64 of the Beaufort County Code of Ordinances that are highlighted in **RED** shall be added text and lined through shall be deleted text.

Sec. 74-64. - Adoption of building codes.

The regulations of the following standards codes recommended and published in book form and hereby adopted as the regulations governing the construction of buildings and other structures in the county with effective dates established by the South Carolina Building Code Council; and it shall be unlawful to erect or construct any building or structure in the county in violation of, or without complying with, these regulations:

~~2018~~ **2021** International Building Code with SC modifications, Including Chapter 1

~~2018~~ **2021** International Residential Code with SC modifications, Including Chapter 1

~~2018~~ **2021** International Fire Code with SC modifications

~~2018~~ **2021** International Plumbing Code with SC modification

~~2018~~ **2021** International Mechanical Code with SC modifications

~~2018~~ **2021** International Fuel Gas Code with SC modifications

2009 South Carolina Energy Conservation Code with SC modification

~~2017~~ **2020** National Electrical Code (NFPA 70) with SC modifications

~~2018~~ **2021** International Existing Building Code

DONE this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| Text Amendment to the Community Development Code (CDC): Section 5.3.20 (Architectural Standards and Guidelines Applicability) and Appendix, Division A.1.20 (Community Preservation Districts - Relationship to the Community Development Code) to restrict that a shipping container or other similar portable storage container is not considered a dwelling. |
| MEETING NAME AND DATE: |
| County Council Meeting, November 14, 2022 |
| PRESENTER INFORMATION: |
| Robert Merchant, Planning and Zoning Department Director 5 minutes |
| ITEM BACKGROUND: |
| This ordinance is before Council for first reading in title only. A draft ordinance will before a public hearing is held. In addition, the ordinance will go the Planning Commission before third and final reading by County Council. |
| PROJECT / ITEM NARRATIVE: |
| This text amendment is a response to an inconsistency in the Community Development Code regarding the use of shipping containers as structures. Section 4.2.20.E(4) of the CDC prohibits the use of tractor trailers and shipping containers as accessory structures. The CDC, however, is silent on the use of shipping containers as a principal dwelling. This proposed ordinance will restrict the use of shipping containers as dwelling units. Ordinance is attached. |
| FISCAL IMPACT: |
| None |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval |
| OPTIONS FOR COUNCIL MOTION: |
| To approve or deny first reading of a text amendment to the Community Development Code (CDC): Section 5.3.20 (Architectural Standards and Guidelines Applicability) and Appendix, Division A.1.20 (Community Preservation Districts - Relationship to the Community Development Code) to restrict that a shipping container or other similar portable storage container is not considered a dwelling. |

ORDINANCE 2022 / __

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):
SECTION 5.3.20 (ARCHITECTURAL STANDARDS AND GUIDELINES
APPLICABILITY) AND APPENDIX A, DIVISION A.1.20 (COMMUNITY
PRESERVATION DISTRICTS - RELATIONSHIP TO THE COMMUNITY
DEVELOPMENT CODE) TO RESTRICT THAT A SHIPPING CONTAINER OR
OTHER SIMILAR PORTABLE STORAGE CONTAINER IS NOT CONSIDERED A
DWELLING.**

WHEREAS, the Community Development Code in Section 4.2.20.E restricts the use of storage containers as accessory uses, but does not provide clear direction in their use as dwellings; and

WHEREAS, Article 5, Division 5.3 of the Community Development Code establishes architectural standards and guidelines for development in Beaufort County; and

WHEREAS, it is necessary for the Community Development Code to provide clear guidance on the use of shipping containers, other portable storage containers, travel trailers, and recreational vehicles (RVs) as dwellings or accessory uses;

NOW, THEREFORE be it ordained by County Council in meeting duly assembled that Section 5.3.20 and Appendix A, Division A.1.20 of the Community Development Code is hereby amended as set forth in Exhibit A hereto to prohibit the use of shipping containers, other portable storage containers, travel trailers, and recreational vehicles (RVs) as dwellings or accessory uses. Deletions in the existing code are stricken through. Additions are highlighted and underlined.

Adopted this ___ day of _____ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, JD, Clerk to Council

Division 5.3: Architectural Standards and Guidelines

Sections:

- 5.3.10 Purpose
- 5.3.20 Applicability
- 5.3.30 General Architectural Standards and Guidelines
- 5.3.40 Architectural Styles

5.3.10 Purpose

The purpose of this Division is as follows:

- A. To provide standards and guidelines that achieve and promote a consistently high level of design for the County's most intense and most visible development; and
- B. To encourage new and renovated buildings to reflect the distinct characteristics of Beaufort County Places.

5.3.20 Applicability

- A. **Within Transect Zones.** The standards and guidelines in Section 5.3.30 (General Architectural Standards) and Section 5.3.40 (Architectural Styles) are applicable to all proposed development within:
 1. The T4HC, T4HCO, T4VC and T4NC Zones.
 2. The T2 and T3 Zones with the exception of agricultural, single-family and two-family residential uses.
 3. A Traditional Community Plan, in locations where new development is intended to create walkable places of character, and for which a Transect-based Regulating Plan will be established.
- B. **Within Conventional Zones, Existing PUDs, and Community Preservation Districts.** Within Conventional Zones Existing PUDs, and Community Preservation Districts, all development located within 500 feet of the right-of-way of an arterial or major collector, with the exception of single-family and two-family residential, shall meet the standards in Section 5.3.30 (General Architectural Standards and Guidelines) and utilize Section 5.3.40 (Architectural Styles) as a "best practices manual" to achieve the standards in Section 5.3.30 (General Architectural Standards).
- C. **Within All Zones.** The use of any shipping container or the like, travel trailer, or recreational vehicle (RV) as a primary or accessory structure shall be prohibited in all zoning districts.
- D. **Standards and Guidelines.** This Division includes both standards and guidelines. Statements predicated by the words "shall" or "must" are to be interpreted as standards. Statements predicated by the words "should" or "may" are to be interpreted as guidelines.

5.3.30 General Architectural Standards and Guidelines

The purpose of the following general architectural standards and guidelines are to create a quality built environment that reflects the County's unique Lowcountry character. This is achieved by adhering to good architectural design principles and incorporating traditional architectural features, while blending harmoniously with the natural surroundings.

| Table A.1.20: Applicability of the Community Development Code to the Community Preservation Districts | |
|--|---|
| Article or Division | Applicability to CP Districts |
| Article 1: General Provisions | Applicable |
| Article 2: Multi-lot Single-Lot Community Scale Development | Limited Applicable (see below) |
| Division 2.1: Overview | Applicable |
| Division 2.2: General to Community Design | Applicable |
| Division 2.3: Traditional Community Plans | Applicability limited to CP Districts that permit Traditional Community Plans |
| Division 2.4: Multi-Family Oriented Communities | Not Applicable |
| Division 2.5: Manufactured Home Communities | Applicability limited to CP Districts that permit Manufactured Home Communities |
| Division 2.6: Commercial Oriented Communities | Not Applicable |
| Division 2.7: Developments within Rural Areas | Section 2.7.40 applicable to CP Districts that permit family compounds. |
| Division 2.8: Civic and Open Space Standards | Sections 2.8.50 and 2.8.60 are applicable. |
| Division 2.9: Thoroughfare Standards | Sections 2.9.40, 2.9.50, 2.9.60, and 2.9.80 are applicable. |
| Division 2.10: Transfer of Development Rights | Applicable ¹ |
| Article 3: Specific to Zones | Limited Applicable (see below) |
| Division 3.1: Establishment and Designation of Zones | Not Applicable |
| Division 3.2: Transect Zones | Not Applicable |
| Division 3.3: Conventional Zones | Not Applicable |
| Division 3.4: Overlay Zones | Overlay zones may overlay CP Districts |
| Article 4: Specific to Use | Limited Applicable (see below) |
| Division 4.1: Specific to Use | Not applicable |
| Division 4.2: Accessory Uses and Structures | Applicable |
| Division 4.3: Temporary Uses and Structures | Not applicable |
| Article 5: Supplemental to Zones | Limited Applicable (see below) |
| Division 5.1: Building Type Standards | Not applicable unless specific building type is referenced in this Appendix. |
| Division 5.2: Private Frontage Standards | Not Applicable |
| Division 5.3: Architectural Standards and Guidelines | Section 5.3.20 and 5.3.30 is are applicable. |
| Division 5.4: Fences and Walls | Applicable |
| Division 5.5: Off-Street Parking | Applicable |
| Division 5.6: Sign Standards | Applicable |
| Division 5.7: Exterior Lighting | Applicable |
| Division 5.8: Landscaping, Buffers, and Screening Standards | Applicable |
| Division 5.9: Neighborhood Compatibility Standards | Not Applicable |
| Division 5.10: Historic Preservation | Applicable |
| Division 5.11: Resource Protection Standards | Applicable |
| Division 5.12: Stormwater Standards | Applicable |
| Article 6: Subdivision and Land Development | Applicable |
| Article 7: Procedures | Applicable |
| Article 8: Nonconformities | Applicable |
| Article 9: Enforcement | Applicable |
| Article 10: Definitions | Not Applicable |

¹Applies only to sending and receiving areas located within CP districts.



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 21.

| |
|--|
| ITEM TITLE: |
| A RESOLUTION TO SWAP IDENTIFIED PROPERTIES BETWEEN BEAUFORT COUNTY AND THE RURAL AND CRITICAL LANDS PROGRAM IN ORDER TO BUILD AN ADDITIONAL LIBRARY, ADDITIONAL PARKS AND RECREATION FIELDS AND A SOLID WASTE MATERIAL RECOVERY FACILITY IN SOUTHERN BEAUFORT COUNTY |
| MEETING NAME AND DATE: |
| Public Facilities Committee; 17 October 2022 |
| PRESENTER INFORMATION: |
| Chuck Atkinson, ACA Development and Recreation 10 Minutes |
| ITEM BACKGROUND: |
| None – This item is a new proposal |
| PROJECT / ITEM NARRATIVE: |
| <p>Beaufort County currently owns land that would greatly benefit from inclusion in the Rural and Critical Lands inventory. In addition, there are parcels of land in the Rural and Critical Lands inventory that were purchased in partnership with Beaufort County Stormwater. These parcels were purchased in an effort to protect a saltmarsh watershed via the construction of on-site stormwater ponds and other relevant BMP's. Portions of these properties were acquired by Rural and Critical Lands but are unrelated to the specific purpose for which the overall tracks of land were purchased. As such, staff is recommending that some non-environmentally sensitive acres of land that are currently in the Rural and Critical Program be swapped for environmentally sensitive parcels that are currently not in the program. Doing so will provide for the highest and best use of non-critical lands and will provide protection for those critical properties that are currently not in the program.</p> <p>The Rural & Critical Lands Program ordinance (Section 26-36) provides for resale, swap or lease of Rural & Critical lands in appropriate circumstances. Staff believes this is such a circumstance. Note: our code requires 2/3's vote of Council (not 2/3's of those present and voting) to approve the land swap. (Sec. 26-36 (b)(1))</p> |
| FISCAL IMPACT: |
| <i>None</i> |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of the resolution. |
| OPTIONS FOR COUNCIL MOTION: |
| <p style="text-align: center;">Motion to approve/deny "A RESOLUTION TO SWAP IDENTIFIED PROPERTIES BETWEEN BEAUFORT COUNTY AND THE RURAL AND CRITICAL LANDS PROGRAM IN ORDER TO BUILD AN ADDITIONAL LIBRARY, ADDITIONAL PARKS AND RECREATION FIELDS AND A SOLID WASTE MATERIAL RECOVERY FACILITY IN SOUTHERN BEAUFORT COUNTY"</p> |
| Move forward to Council for final approval on 24 October 2022. This will require 2/3's vote of Council. |

RESOLUTION 2022/___**A RESOLUTION TO SWAP IDENTIFIED PROPERTIES BETWEEN BEAUFORT COUNTY AND THE RURAL AND CRITICAL LANDS PROGRAM IN ORDER TO BUILD AN ADDITIONAL LIBRARY, ADDITIONAL PARKS AND RECREATION FIELDS AND A SOLID WASTE MATERIAL RECOVERY FACILITY IN SOUTHERN BEAUFORT COUNTY**

WHEREAS, growth and development in southern Beaufort County (“County”) has created a need for a new public library, additional Parks and Recreation facilities, and a solid waste material recovery facility (collectively “Infrastructure”). Land in southern Beaufort County which is suitable for these purposes is limited. Over the years, the County has purchased land for which it currently has no identified purpose. It has also purchased land jointly with the Rural and Critical Lands Program with the intention of limited development. By reexamining the potential uses of certain of these properties, the County believes it can swap certain properties it purchased and which it owns for certain properties which were purchased through the Rural and Critical Lands Program in a way which will allow for the development of infrastructure in southern Beaufort County and also enhance the property holdings, the goals, and the ideals of the Rural and Critical Lands Program whose purpose it is to protect the County’s natural and ecological resources in the face of growth; and

WHEREAS, through the Rural and Critical Lands Program (“RCLP”), and in conjunction with Beaufort County’s Stormwater Management Utility (“SMU”), Beaufort County previously purchased two tracts of land situated along Okatie Highway south of Hwy-278. The first tract is known as the “Evergreen Tract” (TMS No. R610-029-000-0483-0000). It consists of approximately 20.96 acres of land. The second tract is known as “New Leaf” (TMS No. R610-029-000-0023-0000). It consists of approximately 86.24 acres of land. For the purposes set forth below, the County proposes to divide the New Leaf tract into two parcels. New Leaf Parcel A would consist of approximately 46 acres of land; New Leaf Parcel B would consist of approximately 40 acres of land. The new parcels would be divided substantially along the lines set forth in Exhibit “A” which is incorporated herein by reference; and

WHEREAS, for the purposes of constructing a new library on the Evergreen Tract and new recreational Parks and Recreation Facilities on New Leaf Parcel B, the County proposes to remove these parcels from the RCLP inventory and to swap them out for two properties which Beaufort County owns and for which it has no currently identifiable purpose. The first property is Camp St. Mary’s (TMS No. 600-009-000-0003-0000). This property consists of approximately 8 acres of land. It is situated along the Colleton River and has significant river frontage. The second property is a 10 acre parcel of land (Parcel “A” on Exhibit “B”) which the County proposes to create out of a larger 12.91 acre tract of land (TMS No. 610- 031-000-1566-0000). This land is located on Bluffton Parkway. It is to be subdivided substantially along the lines set forth in Exhibit “B” which is incorporated herein by reference; and

WHEREAS, under this proposal New Leaf Parcel A would remain in the RCLP inventory, Camp St. Mary’s and Bluffton Parkway Parcel A would be added to the RCLP inventory. Due to their location and natural characteristics the County believes it would be beneficial to add Camp St. Mary’s and Parkway Parcel A to RCLP inventory and to swap them for the Evergreen Tract and Parcel B of the New Leaf tract.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby declare that the Evergreen Tract and New Leaf Parcel B as described herein shall be swapped out of the Rural and Critical Lands Program in exchange for the Camp St. Mary’s and Bluffton Parkway Parcel A as described herein.

Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

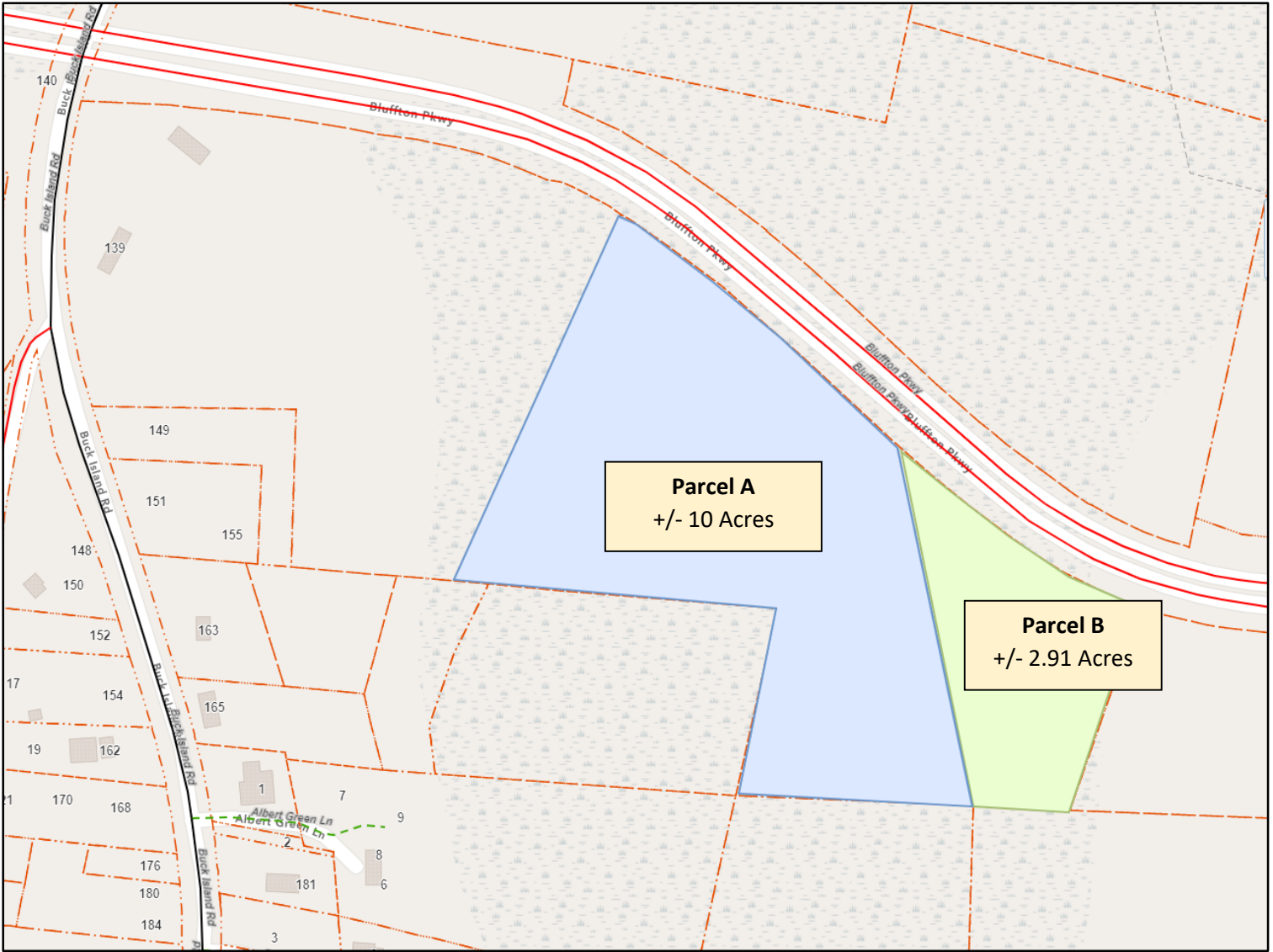
Joseph Passiment, Chairman

ATTEST: _____

Sarah W. Brock, Clerk to Council

EXHIBIT B

Bluffton Parkway Parcel





Exchange of County Owned Real Property

Public Facilities Committee 10.17.22

Evergreen Tract and New Leaf Tract: Okatie Highway

▶ Evergreen Tract

- ▶ R610 029 000 0483 0000
- ▶ 22.48 Acres
- ▶ Purchased in 2016 for \$1M
- ▶ Funding
 - ▶ R&C Program: \$844,306
 - ▶ SWU: \$155,694

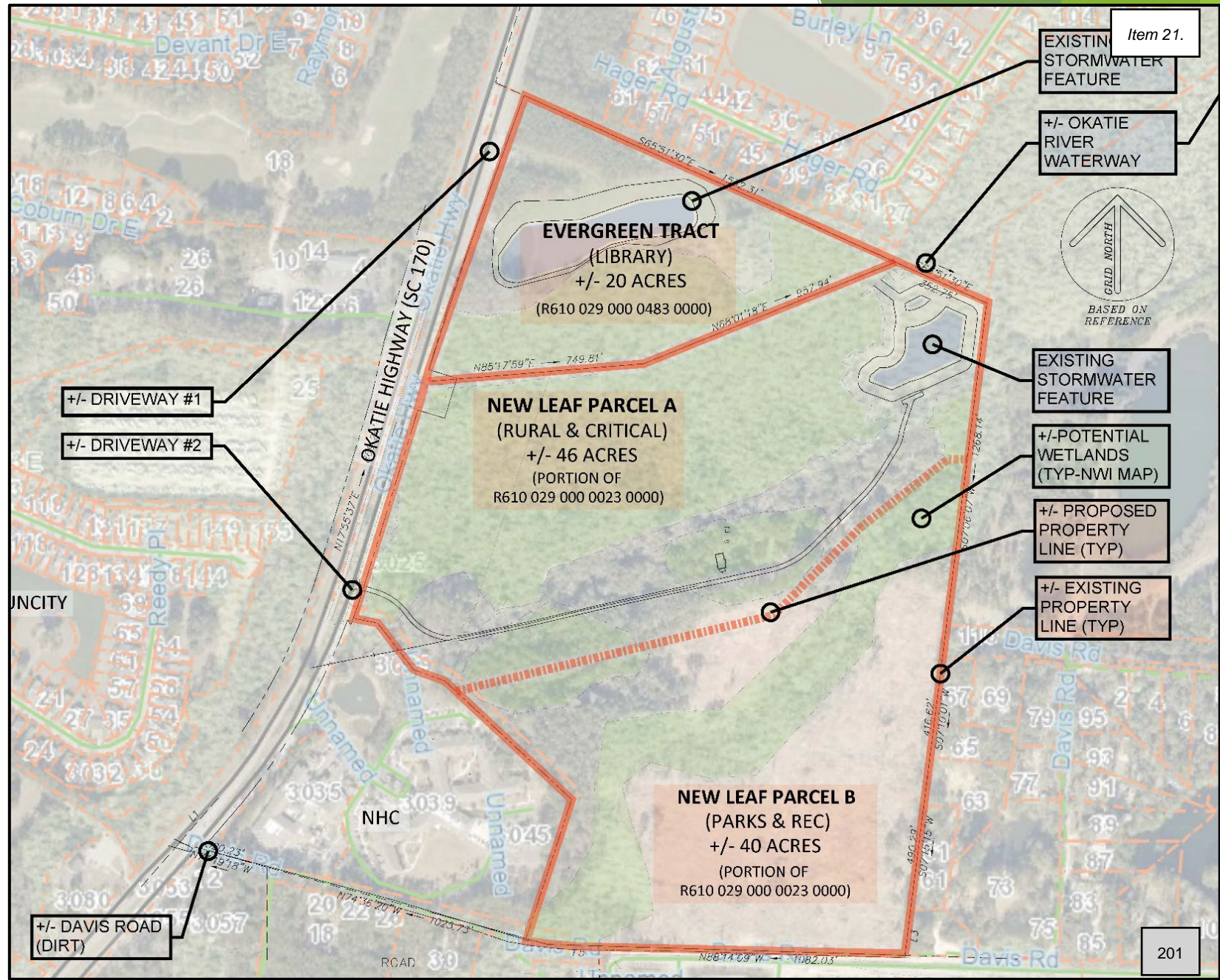
▶ New Leaf Tract

- ▶ R610 029 0023 0000
- ▶ 86.5 Acres
- ▶ Purchased in 2016 for \$2M
- ▶ Funding
 - ▶ R&C Program: \$1,835,381
 - ▶ SWU: \$164,619



EVERGREEN TRACT, NEW LEAF PARCELS A & B: Okatie Highway

- ▶ Evergreen Tract
 - ▶ +/- 20 Acres
 - ▶ Future location of new library
- ▶ Proposed New Leaf Parcel A
 - ▶ +/- 46 Acres
 - ▶ Protected by Rural & Critical Lands Program
- ▶ Proposed New Leaf Parcel B
 - ▶ +/- 40 Acres
 - ▶ Future location of Parks & Rec fields (i.e. baseball, soccer, etc.)



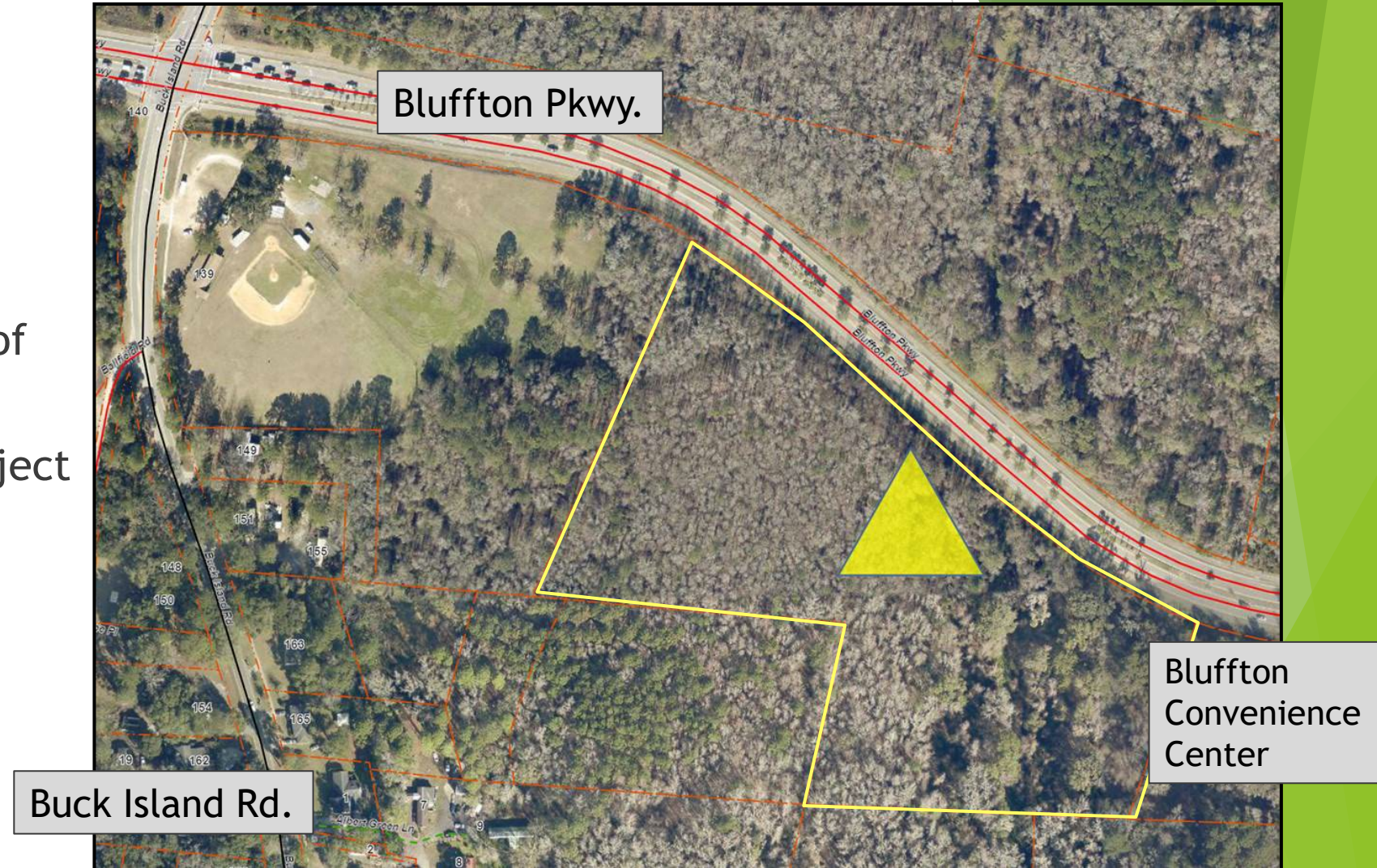
Camp Saint Mary's Road Parcel

- ▶ R600 009 000 0003 0000
 - ▶ 8 Acres
 - ▶ Purchased in 1997 for \$500K
 - ▶ Funding: General Funds
(Prior to R&C Referendum)
- ▶ Placed in Rural & Critical Lands Program for protection
- ▶ Future location of passive park



Bluffton Parkway Parcel

- ▶ R610 032 000 1566 0000
 - ▶ 12.91 Acres
 - ▶ Purchased in 2008 *portion* of \$500k (condemnation)
 - ▶ Funding: Bluffton Pkwy Project





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF DEVELOPMENT RIGHTS ON TAX MAP SERIAL NUMBER R700 037 000 0131 0000 AND ALSO KNOWN AS LOBECO FARMS |
| MEETING NAME AND DATE: |
| Natural Resources Committee, Monday, November 7 2022 |
| PRESENTER INFORMATION: |
| Ms. Kate Schaefer, Director of Land Protection, Open Land Trust 5 minutes |
| ITEM BACKGROUND: |
| Rural and Critical Land Preservation Board recommended approval for due diligence on 7/8/21, NR 8/9/21 Rural and Critical Land Preservation Board recommended approval for PDR on 10/06/22, |
| PROJECT / ITEM NARRATIVE: |
| A PDR and conservation easement is recommended for Lobeco Farms PDR; 115 acres with PDR price of \$529,000. Easement terms include an easement favorable for future community farm use and agricultural activity. Recommended for the County to execute a right of first refusal at closing for the parcel including farm buildings and Highway 21 frontage in the event the County would like to operate a community farm in the future. |
| FISCAL IMPACT: |
| \$529,000 purchase from Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 45000011-54400) |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve PDR for Lobeco Farms Motion to modify PDR for Lobeco Farms Motion to reject PDR for Lobeco Farms |

RESOLUTION 2022/_____

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF DEVELOPMENT RIGHTS ON TAX MAP SERIAL NUMBER R700 037 000 0131 0000 AND ALSO KNOWN AS LOBECO FARMS

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the development rights on properties currently identified as TMS R700 037 000 0131 0000 consisting of +/- 115 acres and also known as Lobeco Farms PDR; collectively hereinafter “Lobeco Farms” and

WHEREAS, the purchase of development rights of Lobeco Farms has been demonstrated to meet the Critical Lands Criteria of the Rural and Critical Lands Program (“RCLP”); and

WHEREAS, the proposal to purchase development rights for Lobeco Farms for a purchase price of \$529,000.00 plus closing costs will be protected with a conservation easement; and

WHEREAS, the conservation easement for Lobeco Farms is enclosed as Exhibit A and purchase agreement as exhibit B; and

WHEREAS, the proposed purchase development rights associated with Lobeco Farms was presented to the Rural and Critical Land Preservation Board (RCLPB) at the October 06, 2022 meeting and the RCLPB unanimously recommended approval of the purchase; and

WHEREAS, the proposed purchase of development rights of Lobeco Farms was presented to the Natural Resources Committee at the November 7, 2022 meeting at which time it was referred to County Council; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to execute the necessary documents for the purchase of development rights on Village Creekside;

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding in the amount of \$529,000.00 plus closing costs for the purchase of development rights identified as TMS R700 037 000 0131 0000 and also known as Lobeco Farms PDR.

Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.

4. **Plat.** Purchaser shall at its sole cost and expense engage a surveyor licensed in South Carolina to prepare a Boundary Plat of the Property (the "Plat"), which shall be certified to Purchaser and the title insurers.

5. **Inspection.** Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the property prior to closing. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property.

a) Inspection Period. It is understood by the Parties that this Agreement is subject to a due diligence period until 5:00 P.M. on November 30, 2022. For that reason the Parties have agreed as follows:

Purchaser may cancel this contract at any time prior to November 30, 2022 (the "Inspection Period"). Purchaser shall notify Seller in writing of its desire to cancel this Agreement. This Agreement shall be cancelled immediately upon Seller's receipt of written cancellation notice as set forth in this Section, and neither party shall have any further obligations hereunder.

b) Right of Access for Inspection. Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other tests which the Purchaser may deem necessary, at Purchaser's expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement.

6. **Closing.** The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys the Development Rights by Grant of Conservation Easement to Purchaser.

a) Closing. The Closing shall occur forty-five (45) days subsequent to the due diligence period ("Closing Date") at the offices of Purchaser's attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) Closing Costs and Prorations. All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the date of closing. All taxes for any years prior to 2022 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

7. **Brokerage Fees.** Seller represents that the Property is not subject to a listing contract with any real estate broker. Purchaser shall be responsible for any real estate commissions owed for real estate services provided to Purchaser. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

8. **Seller's Delivery of Documentation.** Seller shall deliver to Purchaser at or before the Closing (at such times as Purchaser may reasonably request) all of the following documents, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated:

a) Grant of Conservation Easement. A grant of conservation easement to the Beaufort County Open Land Trust substantially in form and substance to that shown in Exhibit B and counsel for Purchaser, conveying certain development rights to the Property, free and clear of all liens, encumbrances, easements and restrictions of every nature and description, except those Permitted Exceptions referenced herein.

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

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

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

| | |
|---------------|---|
| TO PURCHASER: | Beaufort County Attn: Amanda Flake Post Office Drawer 1228 Beaufort, SC 29901-1228 E-mail: aflake@bcgov.net (843) 255-2140 |
|---------------|---|

Copy to: Beaufort County
 Post Office Box 1228
 Beaufort, SC 29901
 Attn: Brittany Ward Beaufort County Attorney
 Email: bward@bcgov.net
 (843) 255-2025

Thomas A. Bendle, Jr.
 Howell, Gibson and Hughes PA
 Post Office Box 40
 Beaufort, SC 29901
 (843) 522-2400
tbendle@hghpa.com

TO SELLER: YIP, LLC
 Attn: Mike McShane
 328 East Bay Street
 Charleston, SC 29401
 E-mail: ravenpoint@gmail.com

12. **Assignment by Purchaser.** Purchaser shall have the right to assign this Agreement to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

13. **Condemnation.** In the event that at the time of Closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Agreement and recover its deposit hereunder, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

14. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale of real estate and is in no way to be considered a joint venture between Seller and Purchaser. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

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

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

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

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

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

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

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

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

WITNESSES:

PURCHASER:

Eric L. Greenway
Beaufort County Administrator

WITNESSES:

SELLER:

By: _____
Its: _____

*Exhibit A***PROPERTY DESCRIPTION**

A conservation easement is over and across:

All that certain piece, parcel or tract of land, together with buildings and improvements thereon, situate, lying and being in Sheldon Township, in the County of Beaufort, State of South Carolina, containing 115.13 acres, more or less, and being fully shown and delineated on a plat prepared for Beaufort County Open Land Trust, entitled "BOUNDARY SURVEY R700 037 000 0131 0000" by Gasque and Associates Inc Land Surveyors, dated June 16, 2022 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book ___ at Page ___. For a complete description as to metes and bounds, reference is had to said plat.

DMP References:

TMS#: R700 037 000 0131 0000

WHEREAS, the Protected Property is within the ACE Basin, a focal area including parts of the Salkehatchie/Combahee 8-digit HUC Watershed, as recognized by the Edisto River Basin Resource Assessment, sponsored by the National Oceanic and Atmospheric Administration, and is part of a system supporting numerous high-quality wetland plant communities and highly intact, extensive riparian habitats;

WHEREAS, The ACE Basin is one of the largest relatively undeveloped wetland ecosystems remaining along the Atlantic Coast. It has been identified as a unique coastal ecosystem of national and regional significance under the National Wetlands Priority Conservation Plan, including exceptionally diverse and rich habitats supporting more than 267 species of terrestrial and aquatic birds, 83 species of reptiles and amphibians, 20 species of mammals, and 130 species of fish and shellfish, nesting, foraging, and wintering habitat for a number of endangered and threatened species; and

WHEREAS, the Protected Property will provide critical habitat linkages to adjacent protected lands; 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. South Carolina Code Annotated 12-43-220(d) grants a special agricultural use value for real property which is “actually used for agricultural purposes.” Section 12-43-230(a) defines agricultural real property as “...any tract of real property which is used to raise, harvest or store crops, feed, breed or manage livestock, or to produce plants, trees, fowl or animals useful to man, including the preparation of the products raised thereon for man’s use and disposed of by marketing or other means....”
- ii. The Conservation Area helps to fulfill the goals of the South Carolina Forest Legacy Program, including the following specified goals: “protect river systems, wetlands, and their associated upland habitats; reduce forest fragmentation caused by development; provide buffer areas and connectivity to already protected areas; and promote Best Management Practices for forestry”;
- iii. South Carolina House Bill 4727 Section 48-59-50, B(5) identifies areas suitable for land protection according to conservation connectivity, ecological conservation priorities, and sustainable forestry and agriculture among other categories,
- iv. 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 specific Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, are summarized hereunder and documented in a report on file at the **Grantee’s** office and incorporated herein by this reference (hereinafter the “Baseline Documentation”), which consists of maps, reports and photographs (including aerial imagery and on-site photographs taken by a representative of the **Grantee**), and property review occurs prior to easement, and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Protected Property

at the time of this Easement and is intended to serve as an objective point of reference from which **Grantee** shall monitor and enforce compliance with the terms of this Easement; and

WHEREAS, **Grantor** believes that through this Easement, the natural resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its continued use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, in perpetuity; and

WHEREAS, **Grantor** is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with this Easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the “SC Code”) §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (hereinafter the “Act”), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and

WHEREAS, this Easement contains the conservation purposes pursuant to the Act, as outlined therein and stated below:

- (A) “retaining or protecting natural, scenic, or open-space aspects of real property”;
- (B) “ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use”;
- (C) “protecting natural resources”;
- (D) “maintaining or enhancing air or water quality” and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property pursuant to Code §170(h) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter “Treasury Regulations”) as follows:

(I) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement; and

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a significant public benefit, including the policies and public benefits described in the recitals to this Easement;

WHEREAS, **Grantor** and **Grantee** agree these purposes can be accomplished by

the **Grantor** voluntarily placing perpetual restrictions upon the use of the Protected Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Protected Property so as to be considered a “qualified conservation contribution” as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the **Grantee** is a corporation of which its purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1); and **Grantee** is a holder of conservation easements as conservation easements are defined by the Act; and, **Grantee** is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas and is not a private foundation under Code §509;

NOW, THEREFORE, in consideration of payment to Grantor of the sum of Five Hundred twenty nine thousand and no cents (\$529,000.00) Dollars and the above and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and pursuant to the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth. **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. Purpose. The purpose of this Easement (hereinafter the “Purpose”) is to protect the Conservation Values (detailed in the Recitals above and outlined below) and to preserve the Protected Property for the continuation of historic and traditional uses and activities, as well as other limited uses, provided no such uses significantly impair or degrade the Conservation Values. The Conservation Values of the Protected Property include the following:

- 1) Relatively natural habitat and biological diversity,
- 2) Open space for agricultural or forestry use,
- 3) Preservation or enhancement of downstream water quality in the Whale Branch River,
- 4) Scenic views of the Protected Property from Highway 21.

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, crop storage, refrigeration, packing operations, animal husbandry, floriculture and horticulture, and **community gardens** in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include **Feedlots**, intensive livestock production facilities nor any type of large-scale operation where animals are unnecessarily confined to maximize intensive large-scale production; however, non-intensive small-scale farming uses for the benefit of **Grantor, Grantor's** family or local agriculture shall be allowed which may include fences, pens and similar containment methods. Notwithstanding the above, commercial aquaculture and/or mariculture activities must have **Approval**.

Agricultural Structure shall be defined as any building designed to be used or currently used in conjunction with permitted **Agricultural Activities** or **Forest Management Practices**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise permitted as described in Paragraph 10. The rationale for requiring the **Grantor** to receive **Approval** is to afford **Grantee** an adequate opportunity to evaluate the activities in question to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents and approvals.

Building Height shall be measured, for the purposes of any permitted structure, from ground elevation or the legal building elevation within a Federal Emergency Management Agency (or successor agency) flood zone, whichever is greater, to the top of the highest structural component, excluding chimneys, antennas and weather vanes.

Conservation Values shall mean those values outlined in recitals to this Easement.

Community Garden shall mean the operation of community garden plots and/or many individual plots, owned, leased or managed by the community for

purposes of growing food for home consumption, food banks, or education. Gardens can include herbs, flowers, native plants, and may include gathering places, children's gardens, and demonstration sites. United States Department of Agriculture provides best practices for managing a community garden.

Designated Building Area shall be defined as those eight (8) areas, each no larger than approximately three (3) acres in size, designated for the siting of all **Residential Structures, Related Outbuildings, and Agricultural Structures**, the location and configuration of which shall be as set forth in the Baseline Documentation Report to this Conservation Agreement.

Feedlot shall be defined as any confined area or facility for feeding livestock for commercial purposes, or within which the land is not grazed or cropped at least annually, or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with the **Grantee** and agreed upon by both **Grantor** and **Grantee**, which outlines **Forest Management Practices** on the Protected Property. The **Forest Management Plan** shall be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Forest Management Practices shall be defined as the production, improvement and maintenance of pine and hardwood forest lands for timber production and commercial harvesting, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silvicultural practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, harvesting, thinning, reforestation, competition control, prescribed fire or fire breaks. **Forest Management Practices** shall follow best management practices of the SC Forestry Commission or successor agency and be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Grantee shall be defined as the above-named §501(c)(3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, their or its) personal representatives, heirs, successors, assigns, and subsequent owners of record.

Impervious Surface shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, paved driveways, paved parking lots, covered

storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff. **Impervious Surface** specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar traditional permeable materials.

Notice shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 27.

Recreational Structure shall be defined as any building designed or used in conjunction with recreational activities on the property, and shall not include any structure used as a permanent or temporary **Residential Structure**.

Related Outbuilding shall be defined as any auxiliary structure customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry.

Request for Approval shall be defined as a written request by **Grantor** for **Approval** by **Grantee** of a defined activity proposed by the **Grantor**.

Residential Structure shall be defined as any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, all three of which must be present, which permanent residential use or occupancy on the Protected Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

Significant Tree shall be defined as any *cypress or live oak* having a diameter at breast height of twelve (12) inches or greater and any tree protected by Beaufort County Development Code.

Subdivided Tract shall be defined as a legally divided, transferable parcel of land having a unique tax identification number according to Beaufort County real property tax records.

Subdivision shall be defined as the permitted creation of a **Subdivided Tract** after the date of this Easement.

Water Line shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high water line as defined by the Army Corps of Engineers or established by a surveyor employing the regulatory standards then in effect for its determination. If the critical line or the mean high water line cannot be established or are no longer used to define the edge of a waterway or waterbody, then the comparable defining line as defined by successor entities of the above named agencies shall be used.

Wetlands shall be defined as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically

adapted for life in saturated soil conditions,” as stated in the United States Army Corps of Engineers Wetlands Delineation Manual (1987, or as amended).

3. **Rights of Grantee.** **Grantor** hereby conveys the following rights to the **Grantee**:

(A) **Right of Visual Access.** To have visual access to the Protected Property, provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) **Right to Monitor.** To enter upon the Protected Property in a reasonable manner, at reasonable times, with reasonable notice, to monitor compliance with this Easement and to further document natural and manmade features of the Protected Property. The **Grantee** shall limit entry to annual visits (after completion of the Baseline Documentation) unless the **Grantee** has reason to believe there is a violation of the terms of this Easement. **Grantee** shall not unreasonably interfere with **Grantor’s** quiet use and enjoyment of the Protected Property;

(C) **Right to Prevent Inconsistent Uses.** To prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purpose;

(D) **Right to Require Restoration.** To require **Grantor** to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purpose to include third party activities.

4. **Reserved Rights.** **Grantor** reserves all the rights, uses and activities (collectively, the “Reserved Rights”) inherent in fee simple ownership of the Protected Property in its entirety, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purpose of this Easement stated in Paragraph 1. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement stated in Paragraph 1.

5. **Restrictions and Limitations.** **Grantor** will not perform or permit or will perform or permit, as specified below, the following acts or uses on, over or under the Protected Property:

(A) **Subdivision.** The Protected Property is currently composed of one (1) tract, which is Beaufort County TMS# R700 037 000 0131 0000.

Subdivision is limited to the reconfiguration and division of the Protected Property into a maximum of four (4) tracts. The configuration of each such **Subdivided Tract** shall be at the **Grantor’s** discretion, however no tract shall be smaller than twenty (20) acres in size. **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 sixty thousand (60,000) square feet in the aggregate.

II. No **Residential Structure, Related Outbuilding, Recreational Structure** or **Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**.

III. **Residential Structures** shall be limited to one (1) structure per subdivision. **Grantor** is required to obtain **Approval** from **Grantee** prior to the construction, enlargement, removal and replacement of any permitted **Residential Structures**.

IV. **Related Outbuildings, Recreational Structures** and **Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surface** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I). All permitted **Residential Structures and Related Outbuildings**, shall be located within a permitted **Designated Building Area** to be consistent with Baseline Documentation Report.

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

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, **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 the Baseline Documentation, shall be subject to the following restrictions:

Buffer requirements acknowledge the current utility easement as shown in the Property survey as recorded.

“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, 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 (100) feet of the legal or established right-of-way along Highway 21 and Morgan Road and former railroad right of way. **Grantor** reserves the right to engage in **Agriculture Practices** and **Forest Management Practices** within the setback road buffer, provided there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees** without **Approval**.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(D) Industrial Uses. There shall be no industrial uses, activities, or structures. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(E) Commercial Uses. There shall be no commercial uses, activities or structures permitted with exceptions to include home-based business that do not impair the Conservation Values. Any such home-based business requires prior **Approval** by the **Grantee**. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement. For the purposes of this Easement, **Agricultural Activities**, **Forest Management Practices** and the leasing of agriculture, 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 minimus use for a commercial recreational activity is prohibited.

(F) Services. Construction of water wells, septic systems, and utility services is limited to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable governmental laws and regulations.

Fuel storage tanks are limited to aboveground or underground gaseous (not liquid) fuel storage tanks and/or aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, subject to all applicable governmental laws and regulations.

(G) Roads and Driveways. Roads and driveways shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road or driveway constructed or covered with **Impervious Surface**. Maintenance of driveways, roads and roadside ditches shall be limited to standard practices for non-paved roads.

(H) Landscaping. Landscaping shall be limited to the management of native vegetation associated with the uses allowed by this Easement, including but not limited to, mowing, pruning, trimming, and gardening. Structural elements of landscaping, including but not limited to walkways and patios, shall be subject to **Impervious Surface** restrictions and limitations as provided for in this Easement.

(I) Lighting. There shall be limited exterior lighting of which the light source is visible from off the Protected Property at ground level; lights shall employ an opaque shield so as to prevent direct visibility of the light source from off the Protected Property. The purpose of this provision is to allow lighting on the property for safety and security and to minimize the impact of lighting on the relatively natural and scenic views of the Protected Property.

(J) Signs. Signs visible from off the Protected Property shall be limited to a maximum of eight (8) square feet in size, individually and billboards are expressly prohibited. Signs shall be placed so as to minimally impact the scenic view as seen from 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** is recommended for the Protected Property when deemed appropriate by the **Grantee**. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** or recommended by the South Carolina Forestry Commission or successor agency. **Grantor** shall provide **Notice** to **Grantee** of timber harvests. **Forest Management Practices** specifically permitted under the terms of this easement include clearing small patch openings and wildlife food plots.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(M) Agricultural Uses. **Agricultural Activities** are restricted to the recommended or accepted practices recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities mutually acceptable to the **Grantor** and **Grantee**. **Grantor** shall have the right to utilize Pond(s), center pivot irrigation and wells to irrigate for Agricultural Uses. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement.

Community Gardens are included as **Agricultural Activities**. Leases for

agriculture are permitted.

(N) Significant Trees. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval** and all activities are subject to the Beaufort County Community Development Code.

(O) Pond(s). One (1) new pond is permitted in the aggregate not to exceed more than five (5) acres in size. The sale of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of pond(s), or any other permitted or non-permitted use, is strictly prohibited in accordance with Paragraph 5(P) Mining. However, any extracted soil, sand, gravel or other materials from enlargement or construction of pond(s) may be used on the Protected Property for improvement or maintenance of roads, development of permitted structures or any other permitted use.

(P) Mining. Mining and recovery of any oil, gas or minerals are restricted to extraction methods in accordance with Code §170(h)(5)(B) prohibiting surface mining provided that following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(Q) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5. Exceptions for wildlife management, as permitted by local, state, and federal authorities, are allowed.

(R) Refuse. There shall be no placing of refuse on the Protected Property of vehicle bodies or parts or refuse not generated on the Protected Property. Temporary piles for collection of refuse generated on the Protected Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes and do not impair the Conservation Values of the Protected Property.

(S) Right to Lease. Subject to the other provisions of this Conservation Easement, Grantor reserves the right to lease all or a portion of the Protected Property for any purpose permitted under this Conservation Easement, including permitted Commercial Uses.

(T) Eligibility for Conservation Programs. **Grantor** reserves the right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted (or restricted, as the case may be) on the Protected Property under this Easement, including but not limited to carbon sequestration credits and greenhouse gas credits.

(U) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purpose of this Easement as stated in Paragraph 1.

6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities

relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. **Grantee's Remedies.** If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or shall fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** shall give immediate notice of the circumstances to **Grantor**, as described in Paragraph 28, and may immediately pursue its legal and equitable remedies under this Paragraph without waiting for the period provided for cure to expire. **Grantor** agrees that if such emergency arises, **Grantee** may obtain injunctive relief without the necessity of posting a bond.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, and without the necessity of posting a bond. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. **Costs of Enforcement.** If **Grantee** prevails in any action to enforce the terms of this

Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit (which includes reasonable attorneys' fees), and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**. If **Grantor** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantor**, including without limitation **Grantor's** cost of the suit (which includes reasonable attorneys' fees) shall be borne by **Grantee**.

9. Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property. An owner of the Protected Property shall only be responsible for those violations first occurring on the Protected Property during such owner's ownership, and while still an owner of the Protected Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Protected Property unless an estoppel certificate or compliance certificate was obtained from **Grantee** prior to or at the time of the transfer of the Protected Property's ownership to such subsequent owner). Any of the rights herein reserved to **Grantor** may be exercised by any owner of the Protected Property.

10. Compliance Certificates. Upon request by **Grantor**, **Grantee** shall within thirty (30) days execute and deliver to **Grantor** any document that may be requested by **Grantor**, including an estoppel certificate or compliance certificate, to certify to the best of **Grantee's** knowledge **Grantor's** compliance with any obligation of **Grantor** contained in this Easement or otherwise to evidence the status of this Easement.

11. Representation of Authority. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

12. Forbearance Not a Waiver. Any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.

13. Reasonableness Standard. **Grantor** and **Grantee** shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.

14. **Grantor's Environmental Warranty.** The **Grantor** warrants that **Grantor** has no knowledge of the existence or storage of hazardous substances, pollutants, or wastes on the Protected Property or a release or threatened release of hazardous substances, pollutants or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against

all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

15. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Protected Property resulting from causes beyond **Grantor's** control, including but not limited to trespass, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

16. Access. No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

17. Costs, Liabilities, and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and payment of taxes. Furthermore, if the **Grantor** maintains general liability insurance coverage for the Protected Property, **Grantor** will be responsible for such costs.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of wrongful or negligent activities of the indemnifying party on the Protected Property.

18. Transfer Fee. There shall be assessed by the **Grantee** a transfer fee equal to one (1) percent of the sales price and/or other consideration paid in connection with the transfer of any freehold or fee simple interest in the Protected Property, including but not limited to any conveyance by warranty deed, limited warranty deed, or quitclaim deed, sale, mortgage foreclosure, or conveyance in lieu of foreclosure. The transfer fee shall be paid to the **Grantee** on the date of the closing of the transfer.

Exemptions from assessment of transfer fee:

- (A) The sale of timber rights or products produced from permitted **Forest Management Practices** and/or permitted **Agricultural Activities** of such Protected Property.
- (B) Any transfer subsequent to the conveyance of this Easement:
 - I. Without consideration, or
 - II. To a spouse, a lineal descendant, an ancestor or ancestors, a spouse of a lineal descendent (collectively, "Immediate Family Members"), or
 - III. To or from a trust whose beneficiaries or presumptive beneficiaries are the **Grantor** or Immediate Family Member, or both, or
 - IV. To an entity at least 50% of the equity interest of which is owned by **Grantor** or Immediate Family Member, or
 - V. If the **Grantor** of this Easement is a corporation, limited liability company or a partnership, to an owner/partner/member of such entity or to an Immediate Family Member thereof, or

- VI. To a charitable organization which is tax exempt under §501(c)(3), or
- VII. Any transfer under a will, or
- VIII. Any transfer implemented or effected by court order, except foreclosure, or
- IX. Any transfer that corrects, modifies, or confirms a transfer previously made, or
- X. A transfer to Beaufort County.

(C) If a creditor purchases the Protected Property at a foreclosure sale or takes title to the Property in lieu of foreclosure, the transfer fee shall be due and paid at the time the creditor takes title. The transfer fee shall be based on the total bid for the Protected Property if purchased at a foreclosure sale or on the amount of the accrued indebtedness if the creditor accepts a deed in lieu of foreclosure. An additional transfer fee shall be due if the creditor who takes title through foreclosure or a deed in lieu of foreclosure sells the Protected Property for an amount higher than the amount subject to the transfer fee at the time the creditor took title; the additional transfer fee due shall be based on the additional amount alone, not the entire sales price. Creditor for purposes of this Paragraph shall include an assignee of the creditor who purchases the Protected Property at a foreclosure sale or takes a deed in lieu of foreclosure.

An exchange of properties pursuant to Code §1031, or similar statute, shall be deemed to be for consideration based on the market value of the property plus boot, if applicable, received at the time of such transfer. Market value of the Protected Property shall be determined by agreement of the **Grantor** and the **Grantee**, or in the absence of such agreement by a South Carolina certified appraiser selected by the **Grantee**, whose appraisal fee shall be paid by the **Grantee**.

Grantor grants **Grantee** a lien against the Protected Property for all or any part of the transfer fee that is unpaid at the time of the conveyance or assignment triggering the transfer fee. **Grantee's** lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. **Grantee** shall have the right to record a notice of lien for such unpaid transfer fee. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina. **Grantee** may require the **Grantor** and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence.

19. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. As required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, in the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Protected Property entitles **Grantee** to a percentage of the gross sale proceeds, equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law and as provided in this Paragraph. **Grantor** and **Grantee** shall divide the net proceeds after the payment of all expenses of the condemnation in accordance to the ratio of the appraised value of this Easement to the fair market value of the Protected Property unrestricted by the Easement established as of the date conveyed.

For the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of this Easement to the value of the Protected Property, without reduction for the value of this Easement. All such proceeds received by **Grantee** shall be used in a manner consistent with **Grantee's** mission. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires this Easement to be granted in perpetuity.

20. Limitations on Extinguishment. If a sudden or unexpected change in the conditions surrounding the Protected Property have made impossible or impractical the continued use of the Protected Property for conservation purposes, this Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, **Grantee** shall be entitled to an amount no less than **Grantee's** proportionate share of the gross proceeds of such sale, as such proportionate share is determined under the provisions of Paragraph 21, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. If sufficient funds are not available for **Grantee** to be paid its entire proportionate share out of such proceeds, or if for any other reason **Grantee** is not paid its entire proportionate share, **Grantee** has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Protected Property at the time of such sale. All such proceeds received by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant. In the event of extinguishment of this Easement in whole or in part, the provisions of this Paragraph 20 shall survive such extinguishment.

21. Percentage Interests. **Grantor** and **Grantee** hereby confirm that the donation of this Easement gives rise to a property right immediately vested in **Grantee**, with a value for purposes of this Paragraph 21 determined as follows. The parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property (**Grantee's** percentage interest is referred to herein as **Grantee's** "proportionate share"). For the purposes of this paragraph, **Grantee's** proportionate share of the fair market value of the Protected Property shall remain constant.

22. Condemnation. If all or any part of the Protected Property is taken under the power

of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, **Grantor** and **Grantee** shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, **Grantee** shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of Paragraphs 20 and 21 (with respect to the allocation of proceeds). The respective rights of **Grantor** and **Grantee** set forth in this Paragraph 22 shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

23. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except if as a condition of any assignment, (i) the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purpose and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that **Grantee** ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to Beaufort County and then a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

24. No Extinguishment Through Merger. **Grantor** and **Grantee** herein agree that should **Grantee** come to own all or a portion of the fee interest in the Protected Property, (i) **Grantee** as successor in title to **Grantor** shall observe and be bound by the obligations of **Grantor** and the restrictions imposed upon the Protected Property by this Easement; (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) **Grantee** as promptly as practicable shall assign the **Grantee** interests in this Easement of record to another holder in conformity with the requirements of this Paragraph 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.

26. Transfers. **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The **Grantor** shall give the **Grantee Notice** of any change of possession, ownership or control of the Protected Property within thirty (30) days after such change takes place, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of **Grantor** to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

27. **Approvals; Notice; Breach.**

(A) **Grantee's Approval or Withholding of Approval.** When **Grantee Approval** is required, **Grantee** shall grant or withhold its approval in writing <within sixty (60) days of receipt> of **Grantor's** written request therefor. In the case of withholding of **Approval**, **Grantee** shall notify **Grantor** in writing with reasonable specificity of the reasons for withholding of **Approval**, and the conditions, if any, on which **Approval** might otherwise be given. Failure of **Grantee** to respond in writing within such sixty (60) days shall be deemed to constitute denial by **Grantee** of any such **Request for Approval**.

(B) **Approval by Grantee of Sites or Activities.** The exercise of any right to engage in the specified activities permitted by the provisions of Paragraphs:

- | | |
|-----------|--|
| 2 | New products and technologies for pervious surfaces; |
| 5(B)(III) | Residential Structures; |
| 5(B)(IV) | Designated Building Area; |
| 5(E) | Commercial Uses; |
| 5(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

109 Carn Street
 P. O. Box 1694
 Walterboro, SC 29488

If to **Grantee**:

Beaufort County Open Land Trust
 P. O. Box 75
 Beaufort, SC 29901
 Attn: Executive Director
 info@openlandtrust.com
 (843) 521-2175 (office)
 (843) 521-1946 (fax)

With a Copy to:

Beaufort County Administrator
 100 Ribaut Road
 Post Office Box 1228
 Beaufort, SC 29901-1228

Beaufort County Attorney
 Attn: County Attorney
 100 Ribaut Road
 Post Office Box 1228
 Beaufort, SC 29901-1228

or to such other person or place as a party may designate by correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Paragraph and is returned to the sender as undeliverable, then such correspondence shall be deemed to have been delivered or received on the third day following the deposit of such correspondence in the United States Mail or the delivery of such correspondence to the overnight delivery service. **Grantor** has the responsibility of promptly notifying **Grantee** of **Grantor's** current address and other contact information. **Grantor** shall promptly notify **Grantee** of (i) any changes of **Grantor's** address or other changes in **Grantor's** contact information, and (ii) the name, address, and contact information of any transferee of the Protected Property if **Grantor** conveys the Protected Property. Any communications or Correspondence by **Grantee** to or with **Grantor** sent to the last address provided by **Grantor** shall be deemed sufficient to provide notice to **Grantor**.

29. Recordation. **Grantor** or **Grantee** shall record this instrument in timely fashion in the Register of Deeds Office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

30. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Register of Deeds Office for Beaufort County, South Carolina, after all required signatures have been affixed hereto.

31. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

32. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of this Easement to uphold the Purpose as stated in Paragraph 1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid should be favored over any interpretation that would render it invalid.

33. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

34. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Paragraph, Subparagraph, or clause herein may require as if such terms had been fully and properly written in such number or gender.

35. No Goods or Services. **Grantor** and **Grantee** acknowledge that no goods or services or other consideration, have been provided by **Grantee** to **Grantor** as consideration for this Easement, excepting for \$529,000 paid through the Beaufort County Rural and Critical Lands Preservation Program, and **Grantee** will provide **Grantor** with a **separate letter** so stating, pursuant to the requirements of §170(f)(8) of the Code.

TO HAVE AND TO HOLD the Easement interests herein described unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that the **Grantor** is seized of the Protected Property in fee simple and has the right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to this original copy of this Easement under seal on the day and year first above written.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

EXHIBIT A

Legal Description and Derivation of Protected Property

A conservation easement is over and across:

All that certain piece, parcel or tract of land, together with buildings and improvements thereon, situate, lying and being in Sheldon Township, in the County of Beaufort, State of South Carolina, containing 115.13 acres, more or less, and being fully shown and delineated on a plat prepared for Beaufort County Open Land Trust, entitled "BOUNDARY SURVEY R700 037 000 0131 0000" by Gasque and Associates Inc Land Surveyors, dated June 16, 2022 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book ___ at Page ___. For a complete description as to metes and bounds, reference is had to said plat.

DMP References:

TMS#: R700 037 000 0131 0000

Grantee's Address: P. O. Box 75
Beaufort, SC 29901

EXHIBIT B

Copy of Recorded Plat

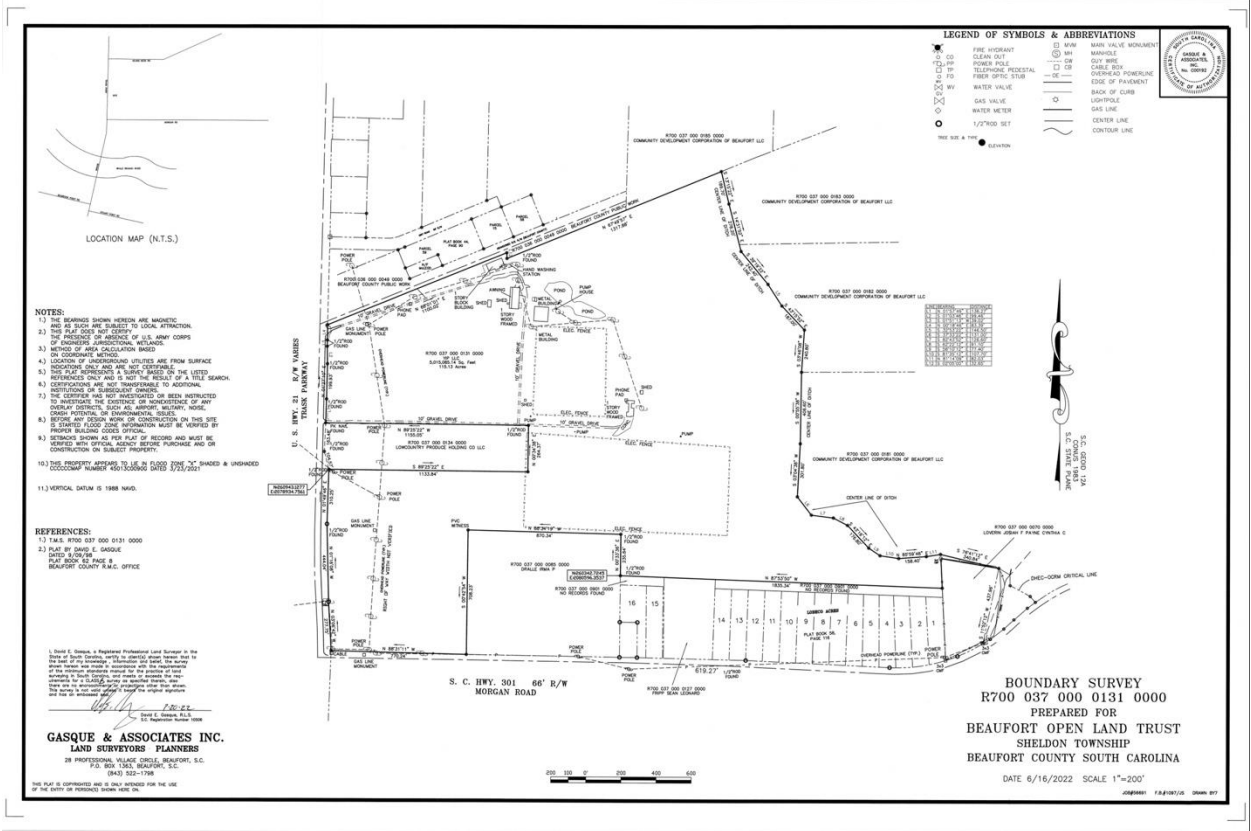


EXHIBIT C

Baseline Documentation Report

EXHIBIT B

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

THIS GRANT OF CONSERVATION EASEMENT (hereinafter “Easement”) is made this _____ day of _____, by YIP, LLC (hereinafter “**Grantor**”, having an address at _____ 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 “Lobeco Farms” containing approximately one hundred and fifteen acres (115) acres (Beaufort County TMS# R700 037 000 0131 0000 more particularly described in Exhibit “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, the Property contains a diversity of relatively natural habitats including active and fallow agricultural fields, mixed pine/hardwood upland forest, and forested and non-forested wetlands, all of which can support a variety of floral and faunal species; and

WHEREAS, the Protected Property provides habitat for 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 significant 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*). Specifically, the Protected Property includes priority species called out in the North American Waterfowl Management Plan observed on the Protected Property or found within known range include painted bunting (*Passerina ciris*) and Swallow-tailed kite (*Elanoides forficatus*); 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 is within the ACE Basin, a focal area including parts of the Salkehatchie/Combahee 8-digit HUC Watershed, as recognized by the Edisto River Basin Resource Assessment, sponsored by the National Oceanic and Atmospheric Administration, and is part of a system supporting numerous high-quality wetland plant communities and highly intact, extensive riparian habitats;

WHEREAS, The ACE Basin is one of the largest relatively undeveloped wetland ecosystems remaining along the Atlantic Coast. It has been identified as a unique coastal ecosystem of national and regional significance under the National Wetlands Priority Conservation Plan, including exceptionally diverse and rich habitats supporting more than 267 species of terrestrial and aquatic birds, 83 species of reptiles and amphibians, 20 species of mammals, and 130 species of fish and shellfish, nesting, foraging, and wintering habitat for a number of endangered and threatened species; and

WHEREAS, the Protected Property will provide critical habitat linkages to adjacent protected lands; 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. South Carolina Code Annotated 12-43-220(d) grants a special agricultural use value for real property which is “actually used for agricultural purposes.” Section 12-43-230(a) defines agricultural real property as “...any tract of real property which is used to raise, harvest or store crops, feed, breed or manage livestock, or to produce plants, trees, fowl or animals useful to man, including the preparation of the products raised thereon for man’s use and disposed of by marketing or other means....”
- ii. The Conservation Area helps to fulfill the goals of the South Carolina Forest Legacy Program, including the following specified goals: “protect river systems, wetlands, and their associated upland habitats; reduce forest fragmentation caused by development; provide buffer areas and connectivity to already protected areas; and promote Best Management Practices for forestry”;
- iii. South Carolina House Bill 4727 Section 48-59-50, B(5) identifies areas suitable for land protection according to conservation connectivity, ecological conservation priorities, and sustainable forestry and agriculture among other categories,
- iv. 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 specific Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, are summarized hereunder and documented in a report on file at the **Grantee’s** office and incorporated herein by this reference (hereinafter the “Baseline Documentation”), which consists of maps, reports and photographs (including aerial imagery and on-site photographs taken by a representative of the **Grantee**), and property review occurs prior to easement, and the parties agree that the Baseline Documentation provides, collectively, an

accurate representation of the Protected Property at the time of this Easement and is intended to serve as an objective point of reference from which **Grantee** shall monitor and enforce compliance with the terms of this Easement; and

WHEREAS, **Grantor** believes that through this Easement, the natural resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its continued use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, in perpetuity; and

WHEREAS, **Grantor** is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with this Easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the “SC Code”) §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (hereinafter the “Act”), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and

WHEREAS, this Easement contains the conservation purposes pursuant to the Act, as outlined therein and stated below:

- (A) “retaining or protecting natural, scenic, or open-space aspects of real property”;
- (B) “ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use”;
- (C) “protecting natural resources”;
- (D) “maintaining or enhancing air or water quality” and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property pursuant to Code §170(h) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter “Treasury Regulations”) as follows:

(I) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement; and

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a significant public benefit, including the policies and public benefits described in the recitals to this Easement;

WHEREAS, **Grantor** and **Grantee** agree these purposes can be accomplished by the **Grantor** voluntarily placing perpetual restrictions upon the use of the Protected Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Protected Property so as to be considered a “qualified conservation contribution” as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the **Grantee** is a corporation of which its purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1); and **Grantee** is a holder of conservation easements as conservation easements are defined by the Act; and, **Grantee** is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas and is not a private foundation under Code §509;

NOW, THEREFORE, in consideration of payment to Grantor of the sum of Five Hundred twenty nine thousand and no cents (\$529,000.00) Dollars and the above and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and pursuant to the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth. **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. Purpose. The purpose of this Easement (hereinafter the “Purpose”) is to protect the Conservation Values (detailed in the Recitals above and outlined below) and to preserve the Protected Property for the continuation of historic and traditional uses and activities, as well as other limited uses, provided no such uses significantly impair or degrade the Conservation Values. The Conservation Values of the Protected Property include the following:

- 1) Relatively natural habitat and biological diversity,
- 2) Open space for agricultural or forestry use,
- 3) Preservation or enhancement of downstream water quality in the Whale Branch River,
- 4) Scenic views of the Protected Property from Highway 21.

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, crop storage, refrigeration, packing operations, animal husbandry, floriculture and horticulture, and **community gardens** in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include **Feedlots**, intensive livestock production facilities nor any type of large-scale operation where animals are unnecessarily confined to maximize intensive large-scale production; however, non-intensive small-scale farming uses for the benefit of **Grantor**, **Grantor's** family or local agriculture shall be allowed which may include fences, pens and similar containment methods. Notwithstanding the above, commercial aquaculture and/or mariculture activities must have **Approval**.

Agricultural Structure shall be defined as any building designed to be used or currently used in conjunction with permitted **Agricultural Activities** or **Forest Management Practices**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise permitted as described in Paragraph 10. The rationale for requiring the **Grantor** to receive **Approval** is to afford **Grantee** an adequate opportunity to evaluate the activities in question to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents and approvals.

Building Height shall be measured, for the purposes of any permitted structure, from ground elevation or the legal building elevation within a Federal Emergency Management Agency (or successor agency) flood zone, whichever is greater, to the top of the highest structural component, excluding chimneys, antennas and weather vanes.

Conservation Values shall mean those values outlined in recitals to this Easement.

Community Garden shall mean the operation of community garden plots and/or many individual plots, owned, leased or managed by the community for purposes of growing food for home consumption, food banks, or education. Gardens can include

herbs, flowers, native plants, and may include gathering places, children's gardens, and demonstration sites. United States Department of Agriculture provides best practices for managing a community garden.

Designated Building Area shall be defined as those eight (8) areas, each no larger than approximately three (3) acres in size, designated for the siting of all **Residential Structures, Related Outbuildings, and Agricultural Structures**, the location and configuration of which shall be as set forth in the Baseline Documentation Report to this Conservation Agreement.

Feedlot shall be defined as any confined area or facility for feeding livestock for commercial purposes, or within which the land is not grazed or cropped at least annually, or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with the **Grantee** and agreed upon by both **Grantor** and **Grantee**, which outlines **Forest Management Practices** on the Protected Property. The **Forest Management Plan** shall be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Forest Management Practices shall be defined as the production, improvement and maintenance of pine and hardwood forest lands for timber production and commercial harvesting, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silvicultural practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, harvesting, thinning, reforestation, competition control, prescribed fire or fire breaks. **Forest Management Practices** shall follow best management practices of the SC Forestry Commission or successor agency and be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Grantee shall be defined as the above-named §501(c)(3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, their or its) personal representatives, heirs, successors, assigns, and subsequent owners of record.

Impervious Surface shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed

porches, paved driveways, paved parking lots, covered storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff. **Impervious Surface** specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar traditional permeable materials.

Notice shall be defined as a written communication, not a request for **Approval**, prior to undertaking a permitted activity, as defined in Paragraph 27.

Recreational Structure shall be defined as any building designed or used in conjunction with recreational activities on the property, and shall not include any structure used as a permanent or temporary **Residential Structure**.

Related Outbuilding shall be defined as any auxiliary structure customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry.

Request for Approval shall be defined as a written request by **Grantor** for **Approval** by **Grantee** of a defined activity proposed by the **Grantor**.

Residential Structure shall be defined as any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, all three of which must be present, which permanent residential use or occupancy on the Protected Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

Significant Tree shall be defined as any *cypress or live oak* having a diameter at breast height of twelve (12) inches or greater and any tree protected by Beaufort County Development Code.

Subdivided Tract shall be defined as a legally divided, transferable parcel of land having a unique tax identification number according to Beaufort County real property tax records.

Subdivision shall be defined as the permitted creation of a **Subdivided Tract** after the date of this Easement.

Water Line shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high water line as defined by the Army Corps of Engineers or established by a surveyor employing the regulatory standards then in effect for its determination. If the critical line or the mean high water line cannot be established or are no longer used to define the edge of a waterway or waterbody, then the comparable defining line as defined by successor entities of the above named agencies shall be used.

Wetlands shall be defined as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under

normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions,” as stated in the United States Army Corps of Engineers Wetlands Delineation Manual (1987, or as amended).

3. **Rights of Grantee.** **Grantor** hereby conveys the following rights to the **Grantee**:

(A) **Right of Visual Access.** To have visual access to the Protected Property, provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) **Right to Monitor.** To enter upon the Protected Property in a reasonable manner, at reasonable times, with reasonable notice, to monitor compliance with this Easement and to further document natural and manmade features of the Protected Property. The **Grantee** shall limit entry to annual visits (after completion of the Baseline Documentation) unless the **Grantee** has reason to believe there is a violation of the terms of this Easement. **Grantee** shall not unreasonably interfere with **Grantor’s** quiet use and enjoyment of the Protected Property;

(C) **Right to Prevent Inconsistent Uses.** To prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purpose;

(D) **Right to Require Restoration.** To require **Grantor** to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purpose to include third party activities.

4. **Reserved Rights.** **Grantor** reserves all the rights, uses and activities (collectively, the “Reserved Rights”) inherent in fee simple ownership of the Protected Property in its entirety, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purpose of this Easement stated in Paragraph 1. In addition, the exercise of all Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement stated in Paragraph 1.

5. **Restrictions and Limitations.** **Grantor** will not perform or permit or will perform or permit, as specified below, the following acts or uses on, over or under the Protected Property:

(A) **Subdivision.** The Protected Property is currently composed of one (1) tract, which is Beaufort County TMS# R700 037 000 0131 0000.

Subdivision is limited to the reconfiguration and division of the Protected Property into a maximum of four (4) tracts. The configuration of each such **Subdivided Tract** shall be at the **Grantor’s** discretion, however no tract shall be smaller than twenty (20) acres in size. **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 sixty thousand (60,000) square feet in the aggregate.

II. No **Residential Structure, Related Outbuilding, Recreational Structure** or **Agricultural Structure** shall exceed thirty-five (35) feet in **Building Height**.

III. **Residential Structures** shall be limited to one (1) structure per subdivision. **Grantor** is required to obtain **Approval** from **Grantee** prior to the construction, enlargement, removal and replacement of any permitted **Residential Structures**.

IV. **Related Outbuildings, Recreational Structures** and **Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surface** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I). All permitted **Residential Structures and Related Outbuildings**, shall be located within a permitted **Designated Building Area** to be consistent with Baseline Documentation Report.

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

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, **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 the Baseline Documentation, shall be subject to the following restrictions:

Buffer requirements acknowledge the current utility easement as shown in the Property survey as recorded.

“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, 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 (100) feet of the legal or established right-of-way along Highway 21 and Morgan Road and former railroad right of way. **Grantor** reserves the right to engage in **Agriculture Practices** and **Forest Management Practices** within the setback road buffer, provided there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees** without **Approval**.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(D) Industrial Uses. There shall be no industrial uses, activities, or structures. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(E) Commercial Uses. There shall be no commercial uses, activities or structures permitted with exceptions to include home-based business that do not impair the Conservation Values. Any such home-based business requires prior **Approval** by the **Grantee**. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement. For the purposes of this Easement, **Agricultural Activities**, **Forest Management Practices** and the leasing of agriculture, 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 minimus use for a commercial recreational activity is prohibited.

(F) Services. Construction of water wells, septic systems, and utility services is limited to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable governmental laws and regulations.

Fuel storage tanks are limited to aboveground or underground gaseous (not liquid) fuel storage tanks and/or aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, subject to all applicable governmental laws and regulations.

(G) Roads and Driveways. Roads and driveways shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road or driveway constructed or covered with **Impervious Surface**. Maintenance of driveways, roads and roadside ditches shall be limited to standard practices for non-paved roads.

(H) Landscaping. Landscaping shall be limited to the management of native vegetation associated with the uses allowed by this Easement, including but not limited to, mowing,

pruning, trimming, and gardening. Structural elements of landscaping, including but not limited to walkways and patios, shall be subject to **Impervious Surface** restrictions and limitations as provided for in this Easement.

(I) Lighting. There shall be limited exterior lighting of which the light source is visible from off the Protected Property at ground level; lights shall employ an opaque shield so as to prevent direct visibility of the light source from off the Protected Property. The purpose of this provision is to allow lighting on the property for safety and security and to minimize the impact of lighting on the relatively natural and scenic views of the Protected Property.

(J) Signs. Signs visible from off the Protected Property shall be limited to a maximum of eight (8) square feet in size, individually and billboards are expressly prohibited. Signs shall be placed so as to minimally impact the scenic view as seen from 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** is recommended for the Protected Property when deemed appropriate by the **Grantee**. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** or recommended by the South Carolina Forestry Commission or successor agency. **Grantor** shall provide **Notice** to **Grantee** of timber harvests. **Forest Management Practices** specifically permitted under the terms of this easement include clearing small patch openings and wildlife food plots.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(M) Agricultural Uses. **Agricultural Activities** are restricted to the recommended or accepted practices recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities mutually acceptable to the **Grantor** and **Grantee**. **Grantor** shall have the right to utilize Pond(s), center pivot irrigation and wells to irrigate for Agricultural Uses. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement.

Community Gardens are included as **Agricultural Activities**. Leases for agriculture are permitted.

(N) Significant Trees. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval** and all activities are subject to the Beaufort County Community Development Code.

(O) Pond(s). One (1) new pond is permitted in the aggregate not to exceed more than five (5) acres in size. The sale of extracted soil, sand, gravel or other materials produced in connection with the enlargement or construction of pond(s), or any other permitted or non-permitted use, is strictly prohibited in accordance with Paragraph 5(P) Mining. However, any extracted soil, sand, gravel or other materials from enlargement or construction of pond(s) may be used on the Protected Property for improvement or maintenance of roads, development of permitted structures or any other permitted use.

(P) Mining. Mining and recovery of any oil, gas or minerals are restricted to extraction methods in accordance with Code §170(h)(5)(B) prohibiting surface mining provided that following the mining activity, the site is returned to, or as closely as possible to, its previous state.

(Q) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5. Exceptions for wildlife management, as permitted by local, state, and federal authorities, are allowed.

(R) Refuse. There shall be no placing of refuse on the Protected Property of vehicle bodies or parts or refuse not generated on the Protected Property. Temporary piles for collection of refuse generated on the Protected Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes and do not impair the Conservation Values of the Protected Property.

(S) Right to Lease. Subject to the other provisions of this Conservation Easement, Grantor reserves the right to lease all or a portion of the Protected Property for any purpose permitted under this Conservation Easement, including permitted Commercial Uses.

(T) Eligibility for Conservation Programs. **Grantor** reserves the right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted (or restricted, as the case may be) on the Protected Property under this Easement, including but not limited to carbon sequestration credits and greenhouse gas credits.

(U) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purpose of this Easement as stated in Paragraph 1.

6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. **Grantee's Remedies.** If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First **Notice**") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First **Notice**, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second **Notice**") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second **Notice** thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or shall fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** shall give immediate notice of the circumstances to **Grantor**, as described in Paragraph 28, and may immediately pursue its legal and equitable remedies under this Paragraph without waiting for the period provided for cure to expire. **Grantor** agrees that if such emergency arises, **Grantee** may obtain injunctive relief without the necessity of posting a bond.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, and without the necessity of posting a bond. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. **Costs of Enforcement.** If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit (which includes reasonable attorneys' fees), and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**. If **Grantor** prevails in any action to enforce the terms of

this Easement, any costs incurred by **Grantor**, including without limitation **Grantor's** cost of the suit (which includes reasonable attorneys' fees) shall be borne by **Grantee**.

9. Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property. An owner of the Protected Property shall only be responsible for those violations first occurring on the Protected Property during such owner's ownership, and while still an owner of the Protected Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Protected Property unless an estoppel certificate or compliance certificate was obtained from **Grantee** prior to or at the time of the transfer of the Protected Property's ownership to such subsequent owner). Any of the rights herein reserved to **Grantor** may be exercised by any owner of the Protected Property.

10. Compliance Certificates. Upon request by **Grantor**, **Grantee** shall within thirty (30) days execute and deliver to **Grantor** any document that may be requested by **Grantor**, including an estoppel certificate or compliance certificate, to certify to the best of **Grantee's** knowledge **Grantor's** compliance with any obligation of **Grantor** contained in this Easement or otherwise to evidence the status of this Easement.

11. Representation of Authority. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

12. Forbearance Not a Waiver. Any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.

13. Reasonableness Standard. **Grantor** and **Grantee** shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.

14. Grantor's Environmental Warranty. The **Grantor** warrants that **Grantor** has no knowledge of the existence or storage of hazardous substances, pollutants, or wastes on the Protected Property or a release or threatened release of hazardous substances, pollutants or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

15. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the

Protected Property resulting from causes beyond **Grantor's** control, including but not limited to trespass, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

16. Access. No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

17. Costs, Liabilities, and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and payment of taxes. Furthermore, if the **Grantor** maintains general liability insurance coverage for the Protected Property, **Grantor** will be responsible for such costs.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of wrongful or negligent activities of the indemnifying party on the Protected Property.

18. Transfer Fee. There shall be assessed by the **Grantee** a transfer fee equal to one (1) percent of the sales price and/or other consideration paid in connection with the transfer of any freehold or fee simple interest in the Protected Property, including but not limited to any conveyance by warranty deed, limited warranty deed, or quitclaim deed, sale, mortgage foreclosure, or conveyance in lieu of foreclosure. The transfer fee shall be paid to the **Grantee** on the date of the closing of the transfer.

Exemptions from assessment of transfer fee:

- (A) The sale of timber rights or products produced from permitted **Forest Management Practices** and/or permitted **Agricultural Activities** of such Protected Property.
- (B) Any transfer subsequent to the conveyance of this Easement:
 - I. Without consideration, or
 - II. To a spouse, a lineal descendant, an ancestor or ancestors, a spouse of a lineal descendent (collectively, "Immediate Family Members"), or
 - III. To or from a trust whose beneficiaries or presumptive beneficiaries are the **Grantor** or Immediate Family Member, or both, or
 - IV. To an entity at least 50% of the equity interest of which is owned by **Grantor** or Immediate Family Member, or
 - V. If the **Grantor** of this Easement is a corporation, limited liability company or a partnership, to an owner/partner/member of such entity or to an Immediate Family Member thereof, or
 - VI. To a charitable organization which is tax exempt under §501(c)(3), or
 - VII. Any transfer under a will, or
 - VIII. Any transfer implemented or effected by court order, except foreclosure, or

- IX. Any transfer that corrects, modifies, or confirms a transfer previously made, or
- X. A transfer to Beaufort County.

(C) If a creditor purchases the Protected Property at a foreclosure sale or takes title to the Property in lieu of foreclosure, the transfer fee shall be due and paid at the time the creditor takes title. The transfer fee shall be based on the total bid for the Protected Property if purchased at a foreclosure sale or on the amount of the accrued indebtedness if the creditor accepts a deed in lieu of foreclosure. An additional transfer fee shall be due if the creditor who takes title through foreclosure or a deed in lieu of foreclosure sells the Protected Property for an amount higher than the amount subject to the transfer fee at the time the creditor took title; the additional transfer fee due shall be based on the additional amount alone, not the entire sales price. Creditor for purposes of this Paragraph shall include an assignee of the creditor who purchases the Protected Property at a foreclosure sale or takes a deed in lieu of foreclosure.

An exchange of properties pursuant to Code §1031, or similar statute, shall be deemed to be for consideration based on the market value of the property plus boot, if applicable, received at the time of such transfer. Market value of the Protected Property shall be determined by agreement of the **Grantor** and the **Grantee**, or in the absence of such agreement by a South Carolina certified appraiser selected by the **Grantee**, whose appraisal fee shall be paid by the **Grantee**.

Grantor grants **Grantee** a lien against the Protected Property for all or any part of the transfer fee that is unpaid at the time of the conveyance or assignment triggering the transfer fee. **Grantee's** lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. **Grantee** shall have the right to record a notice of lien for such unpaid transfer fee. Any such lien may be enforced and/or foreclosed in accordance with the laws of the State of South Carolina. **Grantee** may require the **Grantor** and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence.

19. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. As required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, in the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Protected Property entitles **Grantee** to a percentage of the gross sale proceeds, equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law and as provided in this Paragraph. **Grantor** and **Grantee** shall divide the net proceeds after the payment of all expenses of the condemnation in accordance to the ratio of the

appraised value of this Easement to the fair market value of the Protected Property unrestricted by the Easement established as of the date conveyed.

For the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of this Easement to the value of the Protected Property, without reduction for the value of this Easement. All such proceeds received by **Grantee** shall be used in a manner consistent with **Grantee's** mission. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires this Easement to be granted in perpetuity.

20. Limitations on Extinguishment. If a sudden or unexpected change in the conditions surrounding the Protected Property have made impossible or impractical the continued use of the Protected Property for conservation purposes, this Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, **Grantee** shall be entitled to an amount no less than **Grantee's** proportionate share of the gross proceeds of such sale, as such proportionate share is determined under the provisions of Paragraph 21, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. If sufficient funds are not available for **Grantee** to be paid its entire proportionate share out of such proceeds, or if for any other reason **Grantee** is not paid its entire proportionate share, **Grantee** has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Protected Property at the time of such sale. All such proceeds received by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant. In the event of extinguishment of this Easement in whole or in part, the provisions of this Paragraph 20 shall survive such extinguishment.

21. Percentage Interests. **Grantor** and **Grantee** hereby confirm that the donation of this Easement gives rise to a property right immediately vested in **Grantee**, with a value for purposes of this Paragraph 21 determined as follows. The parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property (**Grantee's** percentage interest is referred to herein as **Grantee's** "proportionate share"). For the purposes of this paragraph, **Grantee's** proportionate share of the fair market value of the Protected Property shall remain constant.

22. Condemnation. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, **Grantor** and **Grantee** shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Protected Property

subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, **Grantee** shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of Paragraphs 20 and 21 (with respect to the allocation of proceeds). The respective rights of **Grantor** and **Grantee** set forth in this Paragraph 22 shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

23. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except if as a condition of any assignment, (i) the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purpose and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that **Grantee** ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, then this Easement shall be assigned to Beaufort County and then a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

24. No Extinguishment Through Merger. **Grantor** and **Grantee** herein agree that should **Grantee** come to own all or a portion of the fee interest in the Protected Property, (i) **Grantee** as successor in title to **Grantor** shall observe and be bound by the obligations of **Grantor** and the restrictions imposed upon the Protected Property by this Easement; (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) **Grantee** as promptly as practicable shall assign the **Grantee** interests in this Easement of record to another holder in conformity with the requirements of this Paragraph 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.

26. Transfers. **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The **Grantor** shall give the **Grantee Notice** of any change of possession, ownership or control of the Protected Property within thirty (30) days after such change takes place, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of **Grantor** to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

27. Approvals; Notice; Breach.

(A) Grantee's Approval or Withholding of Approval. When **Grantee Approval** is required, **Grantee** shall grant or withhold its approval in writing <within sixty (60) days of

receipt of **Grantor's** written request therefor. In the case of withholding of **Approval**, **Grantee** shall notify **Grantor** in writing with reasonable specificity of the reasons for withholding of **Approval**, and the conditions, if any, on which **Approval** might otherwise be given. Failure of **Grantee** to respond in writing within such sixty (60) days shall be deemed to constitute denial by **Grantee** of any such **Request for Approval**.

(B) **Approval by Grantee of Sites or Activities.** The exercise of any right to engage in the specified activities permitted by the provisions of Paragraphs:

- 2 New products and technologies for pervious surfaces;
- 5(B)(III) Residential Structures;
- 5(B)(IV) Designated Building Area;
- 5(E) Commercial Uses;
- 5(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 27. Notwithstanding the foregoing, **Grantee's**

Approval of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with the essential scenic quality of the Protected Property.

(C) **Notice to Grantee.** Following the receipt of **Grantee's Approval** when required under Paragraph 27(B) and not less than thirty (30) days prior to commencing activity requiring **Approval** or any activity where **Notice** is required, including Paragraphs:

- 5(A) Subdivision;
- 5(K) Archeological and Paleontological Excavations; and
- 26 Transfer of Property

Grantor agrees to provide **Notice** to **Grantee** in writing of the intention to exercise such right. The **Notice** shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit **Grantee** to monitor such activity. When such information was not provided to **Grantee** under the requirements of Paragraph 27(B), the **Notice** shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At **Grantee's** sole discretion, **Grantee** may permit commencement of the activity less than thirty (30) days after receiving **Grantor's Notice**. See also Paragraph 26, with respect to **Grantor's** written notice to **Grantee** concerning a transfer of any interest in all or a portion of the Protected Property.

(D) **Notice.** As required by Treasury Regulations 1.170-14(g)(5)(ii). Notwithstanding any other provision of this Easement, Grantor must notify **Grantee**, in writing, before exercising any reserved right which may have an adverse impact on the Conservation Values of this Easement.

(E) **Breach.** Failure to secure such **Approval** or give such **Notice** as may be required by this Paragraph 27 shall be a material breach of this Easement notwithstanding any other provision of this Easement and shall entitle **Grantee** to such rights or remedies as may be available under Paragraph 7.

28. **Communication.** All **Requests for Approvals** shall be in writing and shall be deemed sufficiently given or rendered only when acknowledged in writing by **Grantee**. All **Notices** and other communications to **Grantee** may be communicated by United States Postal Service first class mail, hand courier, electronic mail or facsimile, and shall be deemed sufficiently given or rendered and effective only when acknowledged in writing by **Grantee**. All such correspondence and communications shall be addressed as follows:

| | |
|----------------------------------|--|
| If to Grantor : | YIP LLC 328 East Bay Street Charleston, SC 29401 |
| If to Grantor's Attorney: | Dorcas M. Tuten 109 Carn Street |

**P. O. Box 1694
Walterboro, SC 29488**

If to **Grantee**:

Beaufort County Open Land Trust
P. O. Box 75
Beaufort, SC 29901
Attn: Executive Director
info@openlandtrust.com
(843) 521-2175 (office)
(843) 521-1946 (fax)

With a Copy to:

Beaufort County Administrator
100 Ribaut Road
Post Office Box 1228
Beaufort, SC 29901-1228

Beaufort County Attorney
Attn: County Attorney
100 Ribaut Road
Post Office Box 1228
Beaufort, SC 29901-1228

or to such other person or place as a party may designate by correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Paragraph and is returned to the sender as undeliverable, then such correspondence shall be deemed to have been delivered or received on the third day following the deposit of such correspondence in the United States Mail or the delivery of such correspondence to the overnight delivery service. **Grantor** has the responsibility of promptly notifying **Grantee** of **Grantor's** current address and other contact information. **Grantor** shall promptly notify **Grantee** of (i) any changes of **Grantor's** address or other changes in **Grantor's** contact information, and (ii) the name, address, and contact information of any transferee of the Protected Property if **Grantor** conveys the Protected Property. Any communications or Correspondence by **Grantee** to or with **Grantor** sent to the last address provided by **Grantor** shall be deemed sufficient to provide notice to **Grantor**.

29. Recordation. **Grantor** or **Grantee** shall record this instrument in timely fashion in the Register of Deeds Office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

30. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Register of Deeds Office for Beaufort County, South Carolina, after all required signatures have been affixed hereto.

31. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

32. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of this Easement to uphold the Purpose as stated in Paragraph 1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid should be favored over any interpretation that would render it invalid.

33. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

34. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Paragraph, Subparagraph, or clause herein may require as if such terms had been fully and properly written in such number or gender.

35. No Goods or Services. **Grantor** and **Grantee** acknowledge that no goods or services or other consideration, have been provided by **Grantee** to **Grantor** as consideration for this Easement, excepting for \$529,000 paid through the Beaufort County Rural and Critical Lands Preservation Program, and **Grantee** will provide **Grantor** with a **separate letter** so stating, pursuant to the requirements of §170(f)(8) of the Code.

TO HAVE AND TO HOLD the Easement interests herein described unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that the **Grantor** is seized of the Protected Property in fee simple and has the right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to this original copy of this Easement under seal on the day and year first above written.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

EXHIBIT A

Legal Description and Derivation of Protected Property

A conservation easement is over and across:

All that certain piece, parcel or tract of land, together with buildings and improvements thereon, situate, lying and being in Sheldon Township, in the County of Beaufort, State of South Carolina, containing 115.13 acres, more or less, and being fully shown and delineated on a plat prepared for Beaufort County Open Land Trust, entitled "BOUNDARY SURVEY R700 037 000 0131 0000" by Gasque and Associates Inc Land Surveyors, dated June 16, 2022 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book ___ at Page ___. For a complete description as to metes and bounds, reference is had to said plat.

DMP References:

TMS#: R700 037 000 0131 0000

Grantee's Address: P. O. Box 75
Beaufort, SC 29901

EXHIBIT B

Copy of Recorded Plat

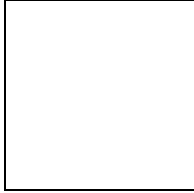
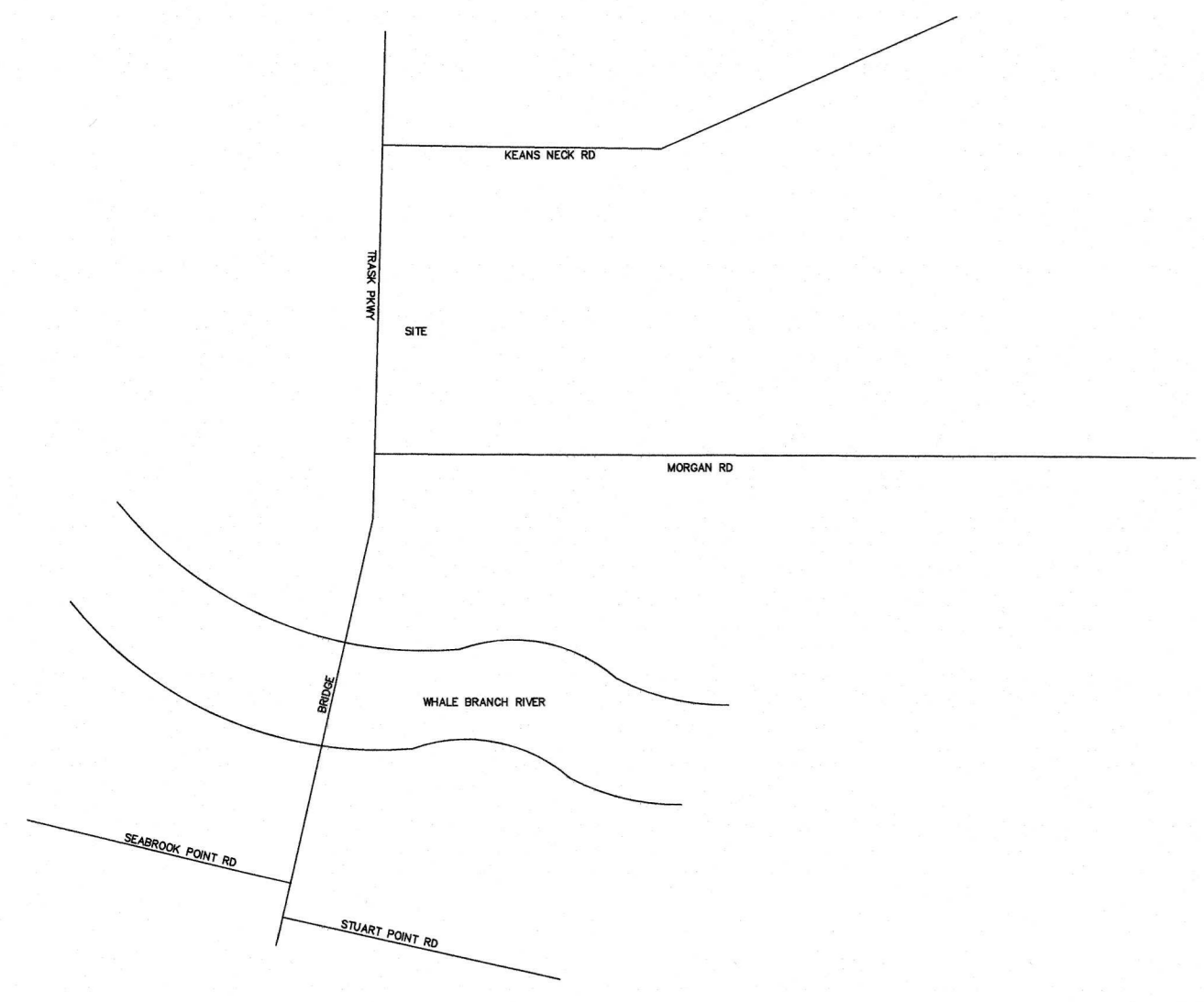
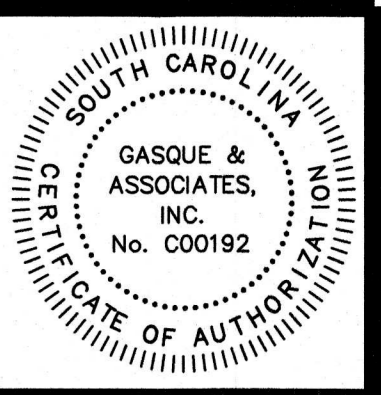


EXHIBIT C

Baseline Documentation Report

LEGEND OF SYMBOLS & ABBREVIATIONS

- FIRE HYDRANT
- CLEAN OUT
- POWER POLE
- TELEPHONE PEDESTAL
- FIBER OPTIC STUB
- WATER VALVE
- GAS VALVE
- WATER METER
- 1/2" ROD SET
- TREE SIZE & TYPE
- ELEVATION
- MVM MAIN VALVE MONUMENT
- MH MANHOLE
- GW GUY WIRE
- CB CABLE BOX
- OVERHEAD POWERLINE
- OE OVERHEAD POWERLINE
- EDGE OF PAVEMENT
- BACK OF CURB
- LIGHTPOLE
- GAS LINE
- CENTER LINE
- CONTOUR LINE



LOCATION MAP (N.T.S.)

NOTES:

- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION. THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
- 2.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
- 3.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
- 4.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
- 5.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 6.) 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.
- 7.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
- 8.) SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.
- 9.) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "X" SHADED & UNSHADED CCCCOCMAP NUMBER 45013C0090G DATED 3/23/2021
- 10.) VERTICAL DATUM IS 1988 NAVD.

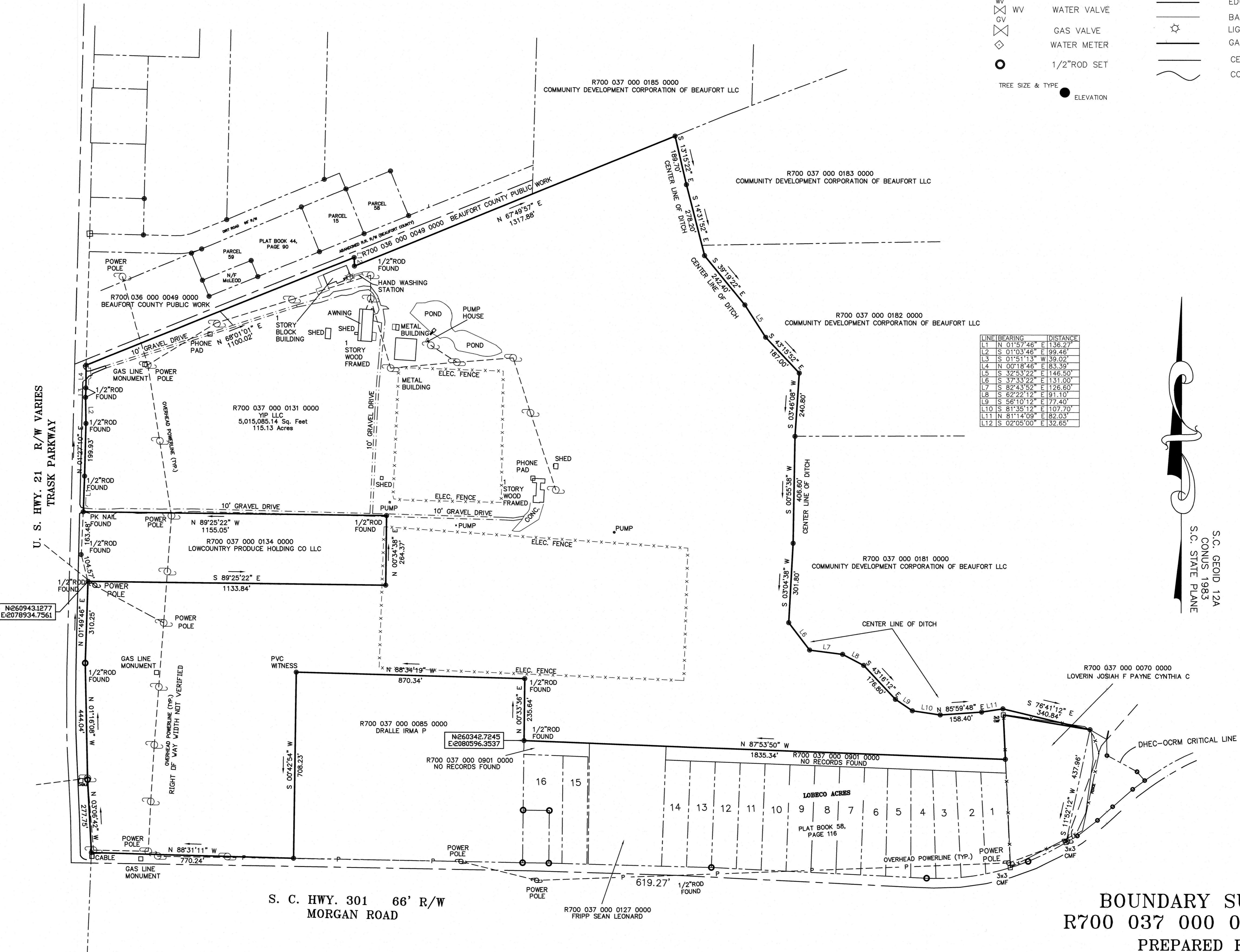
REFERENCES:

- 1.) T.M.S. R700 037 000 0131 0000
- 2.) PLAT BY DAVID E. GASQUE DATED 9/09/98 PLAT BOOK 62 PAGE 8 BEAUFORT COUNTY R.M.C. OFFICE

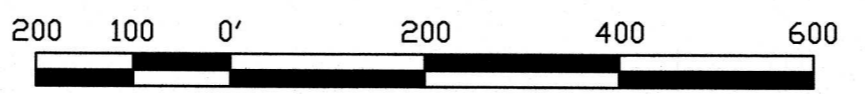
I, David E. Gasque, a Registered Professional Land Surveyor in the State of South Carolina, certify to client(s) shown hereon that to the best of my knowledge, information and belief, the survey shown hereon was made in accordance with the requirements of the minimum standards manual for the practice 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.

David E. Gasque
 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.
 (843) 522-1798



S.C. GEOD 12A
 CONUS 1983
 S.C. STATE PLANE



BOUNDARY SURVEY
R700 037 000 0131 0000
 PREPARED FOR
BEAUFORT OPEN LAND TRUST
 SHELDON TOWNSHIP
 BEAUFORT COUNTY SOUTH CAROLINA

DATE 6/16/2022 SCALE 1"=200'



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| RESOLUTION TO APPROVE THE AMENDED OYSTER FACTORY PARK MASTER PLAN (2022 OYSTER FACTORY PARK MASTER PLAN) AND SITE LAYOUT PLAN |
| MEETING NAME AND DATE: |
| Natural Resources Committee, November 7, 2022 |
| PRESENTER INFORMATION: |
| Stefanie M. Nagid, Passive Parks Manager (10 minutes) |
| ITEM BACKGROUND: |
| Beaufort County acquired the Oyster Factory Park in 2003 through the Rural and Critical Lands Preservation Program. A Conservation Easement was placed on the property. It is held and enforced by the Open Land Trust. An agreement between the County and the Town of Bluffton for improvements, maintenance and management was executed in 2004, which included an original Master Plan. The Master Plan and Conservation Easement were amended and approved in 2015 by County Council, the Open Land Trust and the Town. An amended agreement between the County and the Town of Bluffton was executed in 2017, which included the 2015 amended Master Plan. |
| PROJECT / ITEM NARRATIVE: |
| In 2020, the Town of Bluffton Council approved a second amended park Master Plan. Until very recently, Beaufort County was unaware of this amended plan. The new plan creates additional parking for non-trailer vehicles in what is currently a canopied park open space. Although the Town of Bluffton Council has already approved the engineering site plan and construction contract for the additional non-trailer vehicle parking, neither the County nor the Open Land Trust approved the 2020 amended Master Plan with the expanded parking. Due to County and Open Land Trust staff concerns about the loss of canopied park open space, all parties met on site to discuss reducing the amount of parking as set forth in the Town's 2020 plan. All parties came to an agreement to reduce the additional non-trailer parking area and relocate the potential future tree house to the Town co-owned parcel, as provided in the 2022 Master Plan and Site Layout Plan. |
| FISCAL IMPACT: |
| None to the County |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends approval of the 2022 Oyster Factory Park Master Plan and Site Layout Plan as provided. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve or deny the 2022 Oyster Factory Park Master Plan and Site Layout Plan as provided. |

RESOLUTION 2022/___

A RESOLUTION APPROVING THE AMENDED OYSTER FACTORY PARK MASTER PLAN (2022 OYSTER FACTORY PARK MASTER PLAN) AND SITE LAYOUT PLAN

WHEREAS, Beaufort County (“County”) is sole owner of certain real property in Beaufort County, South Carolina known as Oyster Factory Park (R610 039 00A 0165 0000 and R610 039 00A 0190 0000) (“Property”) in the Town of Bluffton under and by virtue of deeds recorded in the Beaufort County Register of Deeds at Deed Book 1693, Page 2006, Beaufort County, South Carolina; and

WHEREAS, the Open Land Trust (“Trust”) holds a Conservation Easement on the Property, as recorded in the Beaufort County Register of Deeds at Book 1548, Page 626, Beaufort County, South Carolina, which was amended in 2003 as recorded in the Beaufort County Register of Deeds at Book 1693, Page 2002, Beaufort, South Carolina; and

WHEREAS, in 2004, the County and Town of Bluffton (“Town”) entered into an Agreement for management, maintenance and improvements on the Property, which was amended in 2015 and again in 2017, and included updates to the Oyster Factory Park Master Plan (“Plan”); and

WHEREAS, in 2020, the Town approved another amended Plan, which the County just recently become aware of, and which includes the creation of additional parking for non-trailer vehicles in an area which is currently a canopied park open space area and which is concerning to both the County and to the Trust; and

WHEREAS, the Modified Agreement between County and Town of Bluffton dated February 17, 2017 provides that the park shall be maintained as open space and that there shall be no improvements constructed without the express, written consent of the County; and

WHEREAS, the County, Town and Trust staff have agreed to reduce the amount of non-trailer parking spaces in the 2020 Plan to comply with the 2017 Modified Agreement and to retain the original intent of the purchase of the Property.

NOW THEREFORE, BE IT RESOLVED, BY BEAUFORT COUNTY COUNCIL, duly assembled, does hereby approve the 2022 Oyster Factory Park Master Plan and Site Layout Plan, both of which are attached and incorporated herein by reference.

Adopted this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

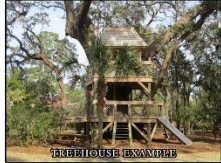
BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock
Clerk to Council

Exhibit A – 2022 Oyster Factory Park Master Plan

PRELIMINARY MASTER PLAN



OCTOBER 2022
Project No. 2022-01
Wharf Street, Bluffton, SC 29910 | Tel: (843) 333-1001 | www.wjkg.com

OYSTER FACTORY PARK
63 WHARF STREET
BLUFFTON, SOUTH CAROLINA



Exhibit B – 2022 Oyster Factory Park Site Layout Plan



I. PROVISIONS OF CONSERVATION EASEMENT

- A. The Property shall be held in perpetuity by the Grantor as open space, a passive park, or open gateways to scenic vistas, and no improvements shall be constructed thereon, and the Property shall not be developed for either commercial or residential purposes and will continue to be available to the general public as a recreational, scenic and historic asset; provided, however, that the Grantor shall be permitted to continue leasing to third parties the portion of the Property currently leased to D&L Seafood Corporation, and that the terms of this conservation easement shall not in any way restrict this use of that portion of the Property.
- B. The Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, and ensure that routine clean-up and landscape maintenance are performed as and when necessary.
- C. The Grantor shall indemnify and hold harmless Grantee against any claims for damage to person and/or property which relate in any way to the use of the Property.

II. ENFORCEMENT OF CONSERVATION EASEMENT

The Grantee, in order to insure the effective enforcement of this conservation easement, shall have, and Grantor hereby grants to it, the following rights:

- A. The Grantee and/or persons designated by him shall be permitted, at any time, to come upon the Property to inspect for possible violations of the covenants of this easement.
- B. If the Grantee determines there is a violation of this easement, after reasonable notice to the Grantor requesting the correction of any such violations, and provided the Grantor has failed to commence or continue satisfactory corrective action or work, the Grantee shall have (i) the right to institute legal proceedings to enjoin the violations by ex parte, temporary or permanent injunction, and to require the restoration of the Property to its prior condition, and to avail itself of all other legal and equitable remedies; and (ii) the right to enter upon the Property at a reasonable time and upon ten (10) days' advance notice to correct such violations and hold the Grantor responsible for the costs thereof;
- C. The Grantee shall have the right to place a lien against the Property to secure the payment of any sums owed to the Grantee under the provisions hereof and to foreclose such lien.

III. SUBJECT TO SENIOR ENCUMBRANCE

- A. This conservation easement is junior in priority to that certain first mortgage lien granted on this date by the Grantor to First Citizens Bank to secure a promissory note in the original principal amount of \$2,200,000.00.

IV. MISCELLANEOUS

- A. The benefits of this easement shall be in gross and shall be assignable by the Grantee.
- B. The Grantor intends that this easement shall be construed liberally to further the public purpose of ensuring that the Property is available to the general public as a recreational, scenic and historic asset. In the event of any ambiguity in the terms of this easement, it shall be resolved by a liberal construction of the language of the grant in favor of the Grantee to affect the purpose of this easement.
- C. Any forbearance by the Grantee to exercise his rights under this easement in the event of any breach by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this easement or of any of the Grantee's rights under this easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.

TO HAVE AND TO HOLD, all and singular, this Grant of Conservation Easement in, on and over the Property, unto the Grantee, his heirs and assigns, forever.

IN WITNESS WHEREOF, the Grantor has hereunto affixed its Hands and Seals on this 28th day of February, 2002.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

BEAUFORT COUNTY OPEN LAND
TRUST

R. Bruce McBratney
[Signature]

By: *R. Bruce McBratney*
R. Bruce McBratney
Its President

By: *Cindy Bayden*
Cindy Bayden
Executive Director

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

PERSONALLY appeared before me Dawn Shipsey and made oath that s/he saw the within-named **BEAUFORT COUNTY OPEN LAND TRUST**, by its president and executive director, sign, seal, and as its act and deed, deliver the within-written Conservation Easement, and that s/he with Thomas C. Davis witnessed the execution thereof.

Dawn Shipsey

SWORN to before me on this 20th day of February, 2002.

[Signature]

Notary Public of South Carolina
My Commission Expires: 10/25/08

ORBIK 1548 page 626A

Item 23.

EXHIBIT "A"

ALL that certain piece, parcel or lot of land, with improvements thereon, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina and being described on a plat of the property of Johns S. Graves, III, Gerald B. Graves, and Stephen R. Graves made by Niels Christensen, RLS, and dated April 2, 1968, which said plat is attached to a deed recorded in Deed Book 171 at Page 73 in the office of the Register of Deeds for Beaufort County, South Carolina. The property described herein lies on either side of the street of the Town of Bluffton known as Wharf Street as shown on the above referred to plat and is subject to the right of way of the Town of Bluffton or appurtenant to said street. It is understood that title to said property on the South is bounded by the mean high water mark of the May River.

4
196
H.T. [unclear]

BEAUFORT COUNTY SC - ROD
BK 01693 PG 2002
FILE NUM 2003002055
01/09/2003 11:43:35 AM
REC'D BY L THOMAS RCPT# 110504
RECORDING FEES 10.00

Item 23.

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

WITNESSETH:

WHEREAS, a Conservation Easement was executed by Beaufort County Open Land Trust, Inc. in favor of Jerry H. Reeves, III on February 28, 2002 and, thereafter, recorded in the Register of Deeds for Beaufort County, SC, Book 1548 at page 626 on 3/1/2002,

WHEREAS, the Grantor has obligated itself to the Grantee, in connection with the former's purchase of the latter's common stock in Bluffton Oyster Company, Inc., on December 31, 2001, to subject the Property to the terms of a conservation easement which ensures, subject to certain conditions, hereinafter expressed, that the Property is not developed for either commercial or residential purposes, but will instead continue to be available to the general public as a recreational, scenic and historic asset;

WHEREAS, the Grantor granted a conservation easement with respect to the Property, through the execution and delivery to the Grantee of a Conservation Easement, in order to discharge this referenced obligation to the Grantee;

WHEREAS, both parties now desire to modify that conservation easement,

NOW, THEREFORE, for good and valuable consideration, in hand paid by Grantor to Grantee and in consideration of the recitals and agreements contained herein, by both parties, Grantor and Grantee agree to modify the existing easement in the following manner.

The conservation easement hereby granted and the restrictions hereby imposed on the use of the Property are specifically intended to run with title to the Property.

NOW, THEREFORE, this Modified Conservation Easement is executed on this 31 day of December, 2002, by **Beaufort County Open Land Trust, Inc.** (Grantor) and by **Jerry H. Reeves, III** (Grantee).

I. PROVISIONS OF CONSERVATION EASEMENT

- A. The Property shall be held in perpetuity by the Grantor as open space, a passive park, or open gateways to scenic vistas, and no improvements shall be constructed thereon, and the Property shall not be developed for either commercial or residential purposes and will continue to be available to the general public as a recreational, scenic and historic asset; provided, however, that the Grantor shall be permitted to continue leasing to third parties the portion of the Property currently leased to D&L Seafood Corporation, and that the terms of this conservation easement shall not in any way restrict this use of that portion of the Property.

- B. The Grantor shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, and ensure that routine clean-up and landscape maintenance are performed as and when necessary.
- C. That Grantor shall indemnify and hold harmless Grantee against any claims for damage to person and/or property which relate in any way to the use of the Property.

II. ENFORCEMENT OF CONSERVATION EASEMENT

The Grantee, in order to insure the effective enforcement of this conservation easement, shall have, and Grantor hereby grants to it, the following rights:

- A. The Grantee and/or persons designated by him shall be permitted, at anytime, to come upon the Property to inspect for possible violations of the covenants of this easement.
- B. If the Grantee determines there is a violation of this easement, after reasonable notice to the Grantor requesting the correction of any such violations, and provided the Grantor has failed to commence or continue satisfactory corrective action or work, the Grantee shall have (i) the right to institute legal proceedings to enjoin the violations by ex parte, temporary or permanent injunction, and to require the restoration of the Property to its prior condition, and to avail itself of all other legal and equitable remedies; and (ii) the right to enter upon the Property at a reasonable time and upon ten (10) days advanced notice to correct such violations and hold the Grantor responsible for the costs thereof;

III. MISCELLANEOUS

- A. The benefits of this easement shall be in gross and shall be assignable by the Grantee.
- B. Any forbearance by the Grantee to exercise his rights under this easement in the event of any breach by the Grantor shall not be deemed or construed to be a waiver by the Grantee of such term or of any subsequent breach of the same or any other term of this easement or of any of the Grantee's rights under this easement. No delay or omission by the Grantee in the exercise of any right or remedy upon any breach by the Grantor shall impair such right or remedy or be construed as a waiver.

TO HAVE AND TO HOLD, all and singular, this Grant of Conservation Easement in, on and over the Property, unto this Grantee, his heirs and assigns, forever.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Carla D. Montgomery
Witness
Notary

Jerry H. Reeves, III
Jerry H. Reeves, III

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

PROBATE

Personally appeared before me 49c witness/witness and made oath that s/he saw the within-named Grantee, sign, seal, and as its act and deed, deliver the within-written Conservation Easement, and that s/he with 49c other witness witnessed the execution thereof.

SWORN to before me on this 30th day of December 2002
Carla D. Montgomery
Notary Public for the State of South Carolina
My Commission Expires:

Carla D. Montgomery
witness

CARLA D. MONTGOMERY
NOTARY PUBLIC
COMMISSION EXPIRES
JANUARY 19, 2009

responsibilities and duties associated with the funding, operation, maintenance, and general conditions of the Park.

NOW THEREFORE, the County and the Town enter into this Agreement under the following terms and conditions:

1. The Park is occupied, in part, by the Tenant D&L Seafood Company, Inc., d/b/a Bluffton Oyster Company. D&L Seafood Company, Inc., operates an oyster processing/retail establishment in the an area designated in the Park as the "Operations Zone." The Operations Zone is not subject to this Agreement. The Operations Zone is presently committed to a use by D&L Seafood Company, d/b/a Bluffton Oyster Company under the terms and conditions of a lease and assignment of same to the County. D&L Seafood Company has been granted the use of the Operation Zone which consists of the Building in which the Bluffton Oyster Factory operates together with the land as shown and labeled on the plat attached hereto for the limited purposes provided by the Lease. The remainder of the Park property, exclusive of the Operations Zone, is operated by Beaufort County and committed to use by the general public.
2. The Park shall be maintained as open space, a passive park, and an open gateway to scenic vistas and accesses to the May River for recreational boating. There shall be no improvements constructed thereon without the express, written consent of the County. Further, such construction shall be subject to the applicable ordinances of the Town of Bluffton. The Park shall be made available to the general public for recreational use and access to scenic vistas and the May River for recreational boating; provided, however, the Town may conduct organized events within the Park upon notice to and approve by the Beaufort County Parks & Leisure Services Division.
3. Operation of the Park is under the supervisory authority of the Beaufort County Parks & Leisure Services Division. For purposes of this Agreement, the liaison

between Beaufort County and the Town is the Beaufort County Parks and Leisure Services Director or his designee.

4. The Park shall operate as follows; provided, however, this Agreement and these terms may be amended, changed, modified or altered by the County if doing so, in the discretion of the County, is in the public's best interests. Nothing in this agreement shall operate to limit the County's authority, as owner of a public facility, to operate the Park in a manner in which it deems most beneficial to the public at large.
 - a. Hours of Operation: The Park shall be open to the general public daily, during daylight hours, and at such other times as may be approved by the Beaufort County Parks and Leisure Services Department as provided herein. The boat ramp shall open for use by the general public daily, twenty-four (24) hours a day.
 - b. Special Events: A special event means the congregation of persons on the Park premises, at a function hosted by the County or the Town, and where food, beverages, entertainment, or a concert are provided. The County and Town may host, directly, a special event or the County or the Town may sponsor a third party to conduct a special event. A special event may be an event to which the general public is invited or an event to which admission is limited to a specified group to the exclusion of the general public during the duration of the event. Special events may be fee based or non-fee based. Fees may include fees for admission and charges for food, beverages, entertainment, and other vendors typical of such events. All fee based special events shall be for a public or charitable purpose as provided herein. These special event provisions shall be construed to secure the beneficial use of the Park for the general public and invitees and to secure the public's or the invitee's safety, health and general welfare by assuring the structural strength and stability of any temporary structures erected for use at a special event, and secure

sanitation and safety to life and property from fire and other hazards incidental to the congregation of persons at an outdoor public assembly at a special event.

c. **Scheduling:** A special event shall be scheduled as follows:

- i. The County or the Town must write the Beaufort County Parks and Leisure Services Director to request approval to schedule a special event to be hosted by the County or the Town. When the County or the Town intends to sponsor a third party to conduct a special event, the request must be made by the County or the Town. The request must include the information provided below.
- ii. All special events must obtain prior written approval from the Beaufort County Parks and Leisure Services Department Director or his designee.
- iii. The request to schedule a special event must include: (a) the proposed date, (b) time, (c) duration of the special event, (d) description of the special event and purpose of the event, (e) the amount of an admission fee, if any, (f) the amount charged for food, beverage and entertainment, if any, (g) whether the event is open to the general public or a named, specified group, and (h) when the County or the Town is sponsoring a third party, the third party's owner, authorized agent, promoter or individual which desires to be sponsored to host a special event must be included along with the event organizer's address and telephone number and a contact name and telephone number.
- iv. The Beaufort County Parks and Leisure Services Director shall notify the Town, in writing, of the disposition of the request. The County and the Town recognize that the Park is committed to use by the general public. The County and the Town agree exclusion of the

general public to access and free use of the Park should be an exception rather than the rule and special events shall be approved based on frequency, time, the nature of the event and the imposition of fees, if any.

- d. Disposition of Fees from Special Events: The gross receipts from special events shall inure to the benefit of the Park unless prior approval has been given to host a special event as a “fund-raiser” for a public or charitable purpose. Other than permitted public purpose or charitable “fund-raisers,” the gross receipts from special events shall be remitted to the Beaufort County Parks & Leisure Services Director within thirty days of the conclusion of the special event. In return, the Beaufort County Parks & Leisure Services Director shall notify the Town of Bluffton of such remittances. Special event funds shall be expended solely for the general upkeep, maintenance and improvement of the Park and Park facilities.
- e. General Provisions for Special Events:
- i. The approval to conduct a special event shall expire at the conclusion of the special event or at midnight on the day of the special event, whichever comes first. Special events may be held for more than one day if prior approval is granted and in that event, the approval shall expire at midnight on the last day of the special event.
 - ii. Temporary Structures: The erection of all temporary structures intended for use at a special event shall be inspected and approved by a Beaufort County Building Codes Officer prior to the day of the event. A temporary structure includes a tent, all similar temporary structures and all temporary seating, platforms and the like. If the Building Codes Officer finds the temporary structure or the construction thereof is, in his or her opinion, unsafe, then he or she

6

shall notify the Beaufort County Parks and Leisure Services Department Director or his designee and the contact person for the special event. The Building Codes Officer shall notify the County, the Town or the third party of the corrections to be made. The Building Codes Officer shall again inspect the work or apparatus. No temporary structures may be used at a special event without approval of the Beaufort County Building Codes Official. Tents shall not be located in areas where underbrush, grass or other products of combustion exist in substantial amounts. The grounds within and adjacent to tents may be cleared, with prior approval of the Beaufort County Parks and Leisure Services Department Director or his designee, of all such materials or similar fire hazards. No tent shall be erected closer than fifty feet to a public right-of-way or be situated in such a manner that it could create a traffic hazard. No tent shall be erected within 100 feet of an open flame-cooking source, i.e., an oyster roast pit and similar outdoor cooking facilities.

- iii. **Security and Safety.** Prior to the issuance of any approval to conduct a special event, the host shall arrange for a minimum of two paid law enforcement officers for every anticipated 500 persons in attendance. The law enforcement officers are to be paid by the host of the event. The host shall provide written advance notice to the Beaufort County Emergency Management Officer and the Town of Bluffton Police Department of the location and time of the event. An unobstructed path of travel for access and egress to the Park shall be maintained at all times during the special event for the use of emergency vehicles.
- iv. **Sanitation--Toilet facilities.** The Park shall have two toilet facilities, one for men and one for women. If attendance is anticipated to exceed

7

an average daily attendance in excess of two hundred and fifty (250) people, the Beaufort County Parks and Leisure Services Director may require that the host provide additional portable toilets.

- v. Solid waste disposal and recycling of oyster shells. All solid waste and litter shall be removed from the Park immediately following the special event. All oyster shells shall be removed to an approved oyster shell recycling site.
 - vi. Parking spaces for vehicles. Parking is available on the Park premises. The host of a special event shall ensure that adequate parking space for anticipated attendance is available within the Park premises or obtain permission for alternate site parking. Parking along the shoulder of the Park's entry road or frontage road is prohibited unless prior special permission is obtained from the Town of Bluffton. Parking in any major thoroughfare and in any manner that would create a traffic hazard shall be prohibited.
 - vii. Discharge of Fireworks. Discharging fireworks on the Park premises shall be prohibited except by prior written approval by the County Administrator. Approval must be obtained twenty-four hours in advance of planned fireworks display.
 - viii. Other than approved, special events, the Park shall remain free for use by the general public. Neither the County nor the Town may charge Park users for use of the Park unless the charge is associated with a special event previously approved by the County.
5. Public Beach. To the extent that the sandy area lying in and adjacent to the boat ramp in the Park premises may be used as a public beach, the County and Town agree to enforce the following restrictions. Driving or operating any motor vehicle on the public beach other than in the designated areas for purposes of launching a boat is

- prohibited. Using a surfboard or a motorized device including a personal watercraft in the area of the beach and in any manner as to become a hazard to bathers, swimmers, boaters or others shall be prohibited. Glass bottles, drinking glasses or other glass containers shall be prohibited on the beach.
6. Use of Alcoholic Beverages. County recreation facilities are publicly funded and for the purpose of carrying on leisure, recreation and sporting events. It is the policy of the County and the Town to regulate the Park in a manner that shall provide for the greatest public use. Alcoholic beverages may be permitted for family outings, social events, fund raising events and special events provided that its use is not in conflict with any other County or Town ordinance or state law.
 7. The Town shall regulate parking within the Park and restrict boat and boat trailer parking to the area designated for such purpose.
 8. The County shall maintain the boat ramp in its current configuration and in a condition suitable for recreational boating.
 9. The County shall notify the Town of the date the Park is open for public use. After the Park is opened for public use, the Town shall provide at least two (2) refuse containers on the Park property outside of the Operations Zone. Thereafter, the Town shall provide, at least weekly, regular refuse, litter and garbage pick-up free of charge to the County, in all the Park areas exclusive of the Operations Zone.
 10. The County and the Town shall notify their respective property and liability insurers, which provide the County and the Town general liability insurance now and in the future of this joint undertaking. The County and Town expressly agree to share equally in any and all liability resulting from the use of the park and that same shall be shared equally to the extent that immunity has been waived by the State of South Carolina.
 11. Capital Improvements including demolition shall be jointly reviewed by the County and the Town. The Town shall advise the County of Town zoning and land use

regulations which may apply to the subject property. Such improvements shall conform to Town regulations. In the event that variance(s) are required, such variance shall not be unreasonably withheld. The Concept Plan dated November 2002 (Exhibit A) shall serve as an initial and general guide concerning capital improvements. Initial capital improvements consisting of sanitary facilities shall be the responsibility of the County. Thereafter, the County and the Town shall jointly fund all capital improvements on such terms and conditions as both parties mutually agree. Funds collected by non-profit/private entities for this purpose may be accepted on terms agreed upon by the County and Town.

12. The County and the Town acknowledge the presence of a structure on the southwest side of the Park with potentially historic significance. Any improvements or disposition of the structure shall conform to the Town's Historic Preservation Commission guidelines.
13. Signage and associated lighting shall be mutually agreed on by the County and the Town. Design of the signage shall be guided by the Town's sign ordinance.
14. The Town shall provide law enforcement with back up by the County Sheriff's office, as required.
15. It is agreed that either of the parties shall have the right and privilege of terminating this Agreement at any time upon giving one (1) months notice, in writing, to the other party of its intention to do so, and in the event this Agreement is terminated, then all rights and interests of the parties shall cease, and any permanent building or improvements erected by Town shall then be, and become the property of the County.

Notice shall be provided as follows:

For the Town:
Town Manager
P.O. Box 386
Bluffton, SC 29910

For the County:
County Administrator
P.O. Drawer 1228
Beaufort, SC 29901-1228

The laws of the State of South Carolina shall govern this Agreement.

IN WITNESS WHEREOF, the parties have set their hands and seals this day and year as
aforewritten.

WITNESSES:

Cheryl Harris

Stacy W. Bradshaw

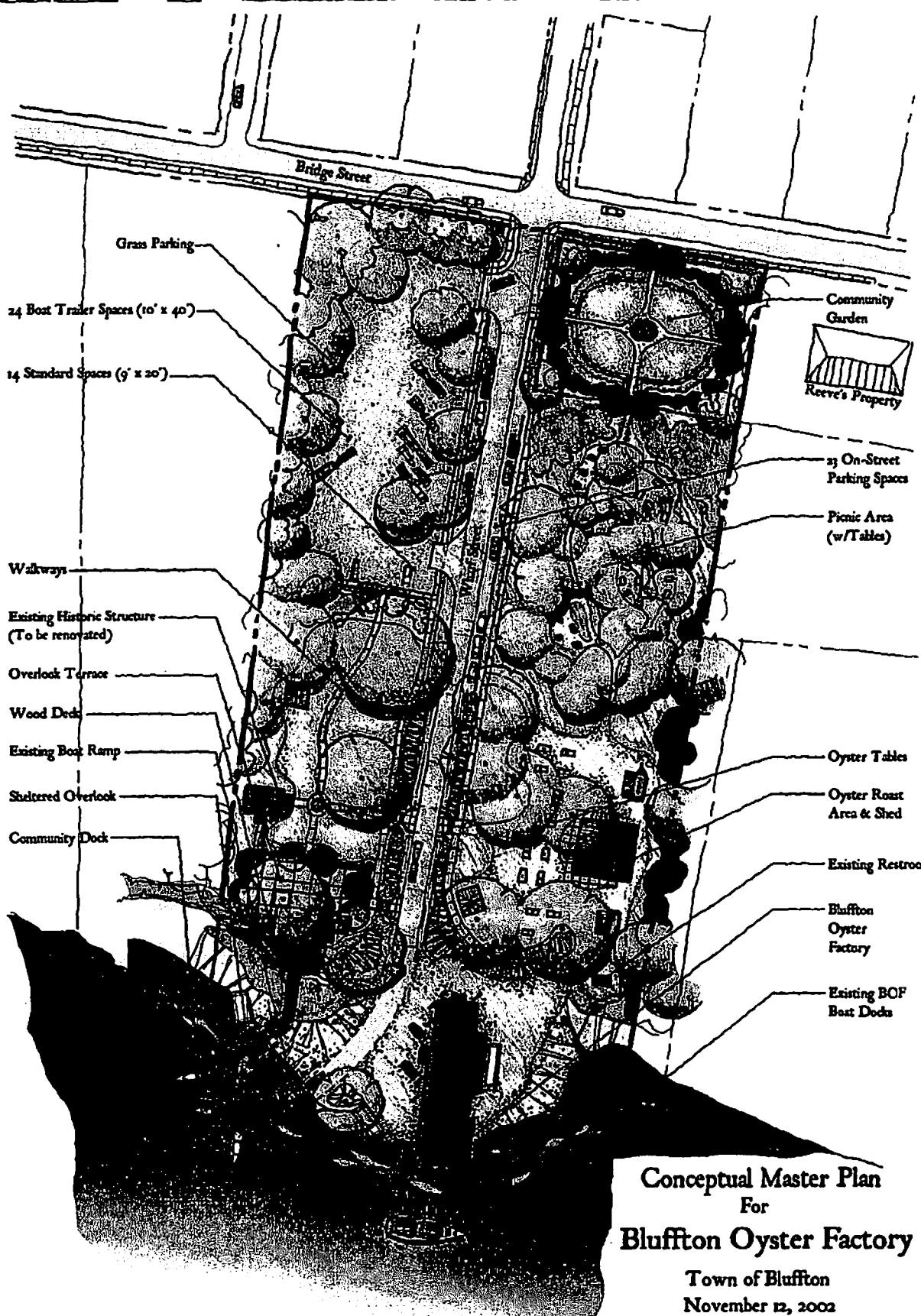
BEAUFORT COUNTY COUNCIL

BY: Gary Kubic
Gary Kubic
County Administrator

LaTanya [Signature]
Sandra [Signature]

TOWN OF BLUFFTON

BY: Joshua L. Martin
Joshua L. Martin
Town Manager



Grass Parking

24 Boat Trailer Spaces (10' x 40')

14 Standard Spaces (9' x 20')

Walkways

Existing Historic Structure (To be renovated)

Overlook Terrace

Wood Decks

Existing Boat Ramp

Sheltered Overlook

Community Dock

Community Garden



23 On-Street Parking Spaces

Picnic Area (w/Tables)

Oyster Tables

Oyster Roast Area & Shed

Existing Restroom

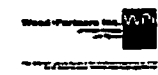
Bluffton Oyster Factory

Existing BOF Boat Docks



**Conceptual Master Plan
For
Bluffton Oyster Factory**

Town of Bluffton
November 12, 2002



STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

AMENDMENT OF
CONSERVATION EASEMENTS

WHEREAS, on February 28, 2002, **Jerry H. Reeves, III** (Grantor) granted a conservation easement recorded March 1, 2002, in Volume 01548, Page 0626 in the Office of the Register of Deeds for Beaufort County, in favor of **Beaufort County Open Land Trust, Inc.** (Trust) and

WHEREAS, **Grantor** and the **Trust** executed a modification of such conservation easement on December 31, 2002 which was recorded on January 9, 2003 at Volume 01693 at Page 2002 in the Office of the Register of Deeds for Beaufort County, and

WHEREAS, the five (5) +/- acres encumbered by the modified conservation easement were thereafter conveyed by the **Trust** to **Beaufort County**, a political subdivision of the State of South Carolina (County) subject to the conservation easements and,

WHEREAS, the **County** has executed an agreement with the **Town of Bluffton** (Town) to develop certain passive park facilities on the property known as Oyster Factory Park, and

WHEREAS, the **County** and **Trust** wish to clarify certain items contained in the conservation easement while preserving the conservation values including the recreational, scenic, and historic uses of the property, and

WHEREAS, both the **County** and **Trust** have agreed to the following amendments to such conservation easement, and

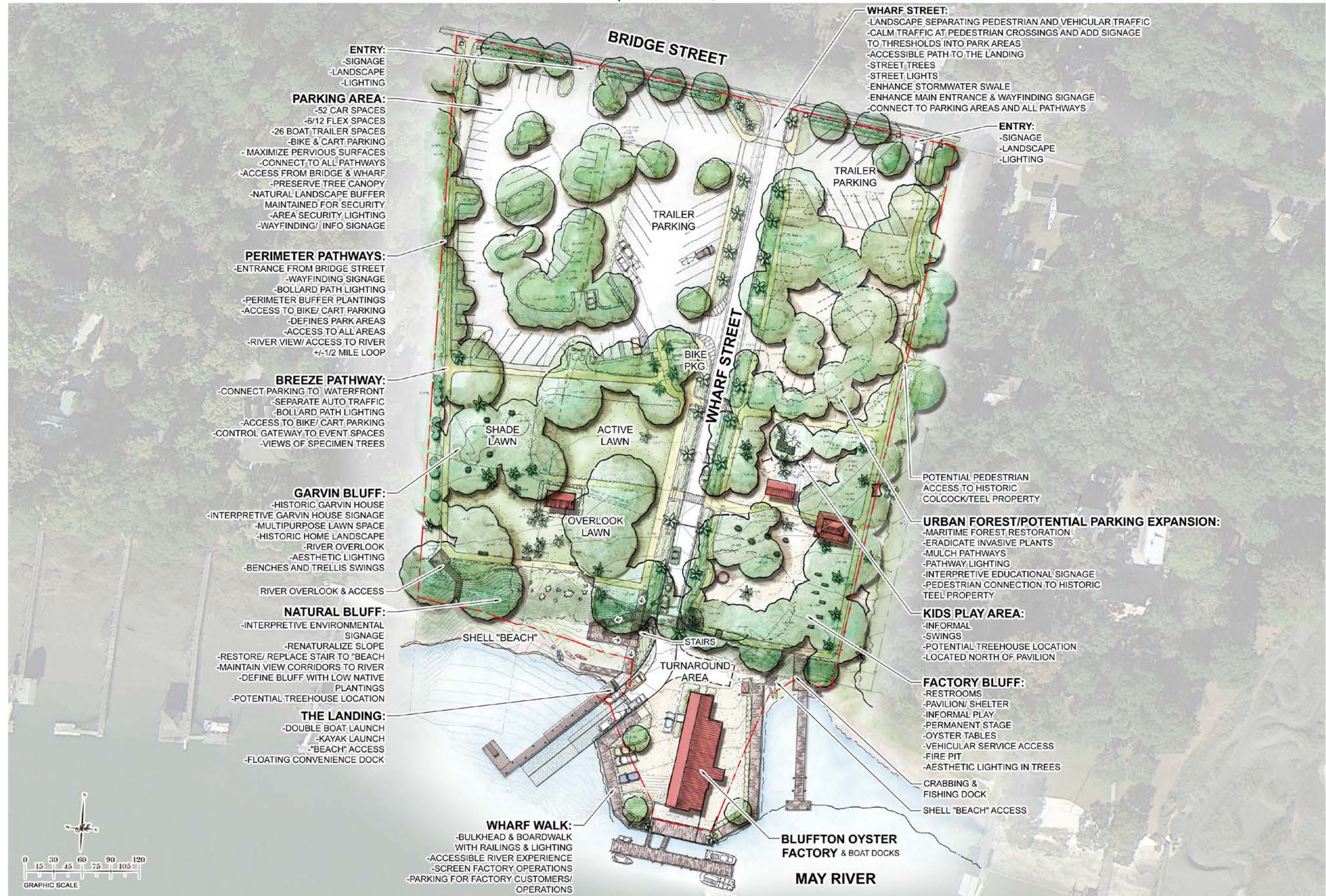
NOW THEREFORE, the **County** and **Trust** amend the Conservation Easement according to the following terms:

- 1) Park improvements that are intended for use by the **Town** for recreational, scenic, and historic uses and as depicted in Exhibit A, Oyster Factory Park Master Plan (Master Plan) dated September 8, 2015 are permitted.
- 2) Additional improvements not included in the Master Plan are subject to approval by the Trust.
- 3) Commercial, residential or industrial uses other than previously permitted by the conservation easements are expressly prohibited.

SIGNATURES ON FOLLOWING PAGE

Master Plan

September 8, 2015

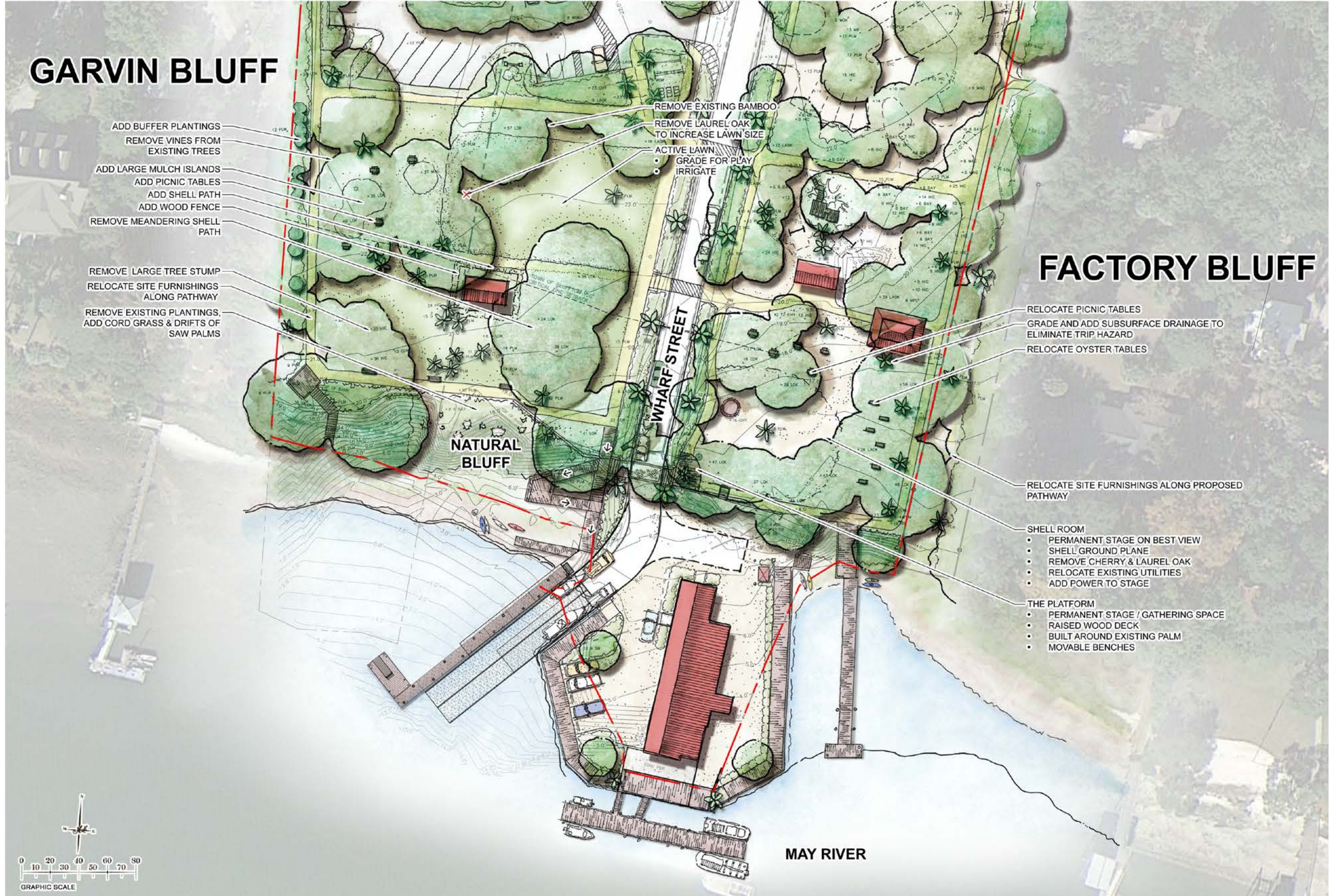


Oyster Factory Park - Bluffton, SC



Master Plan Enlargement

September 8, 2015



GARVIN BLUFF

- ADD BUFFER PLANTINGS
- REMOVE VINES FROM EXISTING TREES
- ADD LARGE MULCH ISLANDS
- ADD PICNIC TABLES
- ADD SHELL PATH
- ADD WOOD FENCE
- REMOVE MEANDERING SHELL PATH
- REMOVE LARGE TREE STUMP
- RELOCATE SITE FURNISHINGS ALONG PATHWAY
- REMOVE EXISTING PLANTINGS, ADD CORD GRASS & DRIFTS OF SAW PALMS

NATURAL BLUFF

WHARF STREET

FACTORY BLUFF

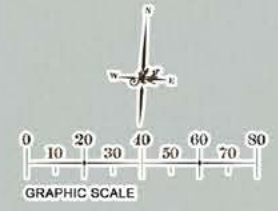
- RELOCATE PICNIC TABLES
- GRADE AND ADD SUBSURFACE DRAINAGE TO ELIMINATE TRIP HAZARD
- RELOCATE OYSTER TABLES

- RELOCATE SITE FURNISHINGS ALONG PROPOSED PATHWAY

- SHELL ROOM
 - PERMANENT STAGE ON BEST VIEW
 - SHELL GROUND PLANE
 - REMOVE CHERRY & LAUREL OAK
 - RELOCATE EXISTING UTILITIES
 - ADD POWER TO STAGE

- THE PLATFORM
 - PERMANENT STAGE / GATHERING SPACE
 - RAISED WOOD DECK
 - BUILT AROUND EXISTING PALM
 - MOVABLE BENCHES

MAY RIVER



Oyster Factory Park - Bluffton, SC



STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **Modified Agreement Between Beaufort
) County and Town of Bluffton**

This Modified Agreement (hereinafter "Agreement") is made and entered into this 17th day of February, 2017 by and between Beaufort County, a political subdivision of the State of South Carolina (hereinafter the "County"), and the Town of Bluffton, South Carolina (hereinafter the "Town").

WHEREAS, the County, a political subdivision of the State of South Carolina, is the owner of a parcel of real property located in the Town of Bluffton, South Carolina consisting of 5.024 acres as shown in the plat recorded at Plat Book 90 at Page 188 (hereinafter "'County Property;"); and

WHEREAS, the County purchased the County Property subject to a Lease between the Beaufort County Open Land Trust, and Tenant, D&L Seafood Corporation, d/b/a The Bluffton Oyster Company, the lease being attached hereto as Exhibit A and made part hereof; and

WHEREAS, the County Property is subject to a conservation easement recorded at Book 01548 at Page 0626 of the Beaufort County Register of Deeds, which was later modified per the Modification of Conservation Easement recorded at Book 1693 at Page 2002 and then assigned per the Assignment of Modified Easement recorded at Book 1693 at Page 2010; and

WHEREAS, the County and the Town recognize the historic significance of the Bluffton Oyster Company as the last oyster processing facility in South Carolina; and

WHEREAS, the County and the Town are co-owners of that parcel of real property located in the Town of Bluffton, South Carolina which is immediately adjacent to the County Property consisting of 1.863 acres, as shown in the plat recorded at Plat Book 118 at Page 100; and

WHEREAS, the 5.024 acre County Property and the 1.863 acre County and Town property comprise the 6.887 acres, is commonly referred to as the Oyster Factory Park, (hereinafter "the Park"); and

WHEREAS, the County and the Town desire to foster the historic use of the Park as, in part, an oyster processing factory, honor the terms of the conservation easement, and continue the traditional uses of the property as a place to gather for oyster roasts, community events and the like; and

WHEREAS, the County and the Town desired to enter into this Agreement to transfer responsibility for the maintenance, liability and operation of the Park property as well as the adjacent Operations Zone in exchange for the Town being able to exclusively manage the Park and receive all income generated therefrom; and

WHEREAS, on October 25, 2004, the County and the Town entered into an Agreement for the joint undertaking to share in the use and expenses associated with the Park and maintain the historic character of the Park to the extent permitted by the Conservation Easement now in effect or as may be amended from time to time by the Grantee and the County; and

WHEREAS, the parties desire to amend the October 25, 2004 Agreement (hereinafter the "2004 Agreement"); and

WHEREAS, the County and the Town agree to assign all duties and responsibilities associated with the funding, operations, maintenance, and general conditions of the Park and the adjacent Operations Zone Property to the Town.

NOW THEREFORE, for due and valuable consideration, the parties agree as follows:

1. The Park is occupied, in part, by the Tenant D&L Seafood Company, Inc., d/b/a Bluffton Oyster Company. D&L Seafood Company, Inc. operates an oyster processing/retail establishment in the an area designated in the Park as the "Operations Zone." The Operations Zone is presently committed to a use by D&L Seafood Company, d/b/a Bluffton Oyster Company under the terms and conditions of a lease and assignment of same to the County. D&L Seafood Company has been granted the use of the Operation Zone which consists of the Building in which the Bluffton Oyster Factory operates together with the land as shown and labeled on the plat attached hereto for the limited purposes provided by the Lease. The County shall assign all of its rights in interest in the Lease to the Town of Bluffton who shall accept such assign and be responsible for the enforcement of the Lease and all of its corresponding provisions.
2. The Park shall be maintained as open space, as a passive park, and open gateway to scenic vistas and accesses to the May River for recreational boating. There shall be no improvements constructed thereon without the express, written consent of the County. Furthermore, such construction shall be subject to the applicable ordinance(s) of the Town. The Park shall be made available to the general public for recreational boating; provided, however, the Town may conduct organized events within the Park upon notice.
3. Operation of the Park is under the supervisory authority of the Town.
4. This Agreement and these terms may be amended, changed, modified or altered by the Town if doing so, in its discretion, is in the public's best interests. Nothing in this Agreement shall operate to limit the County's authority, as owner of a public facility, to limit the use of the Park in a manner it deems most beneficial to the public at large.
 - a. Hours of Operation: The Park shall be open to the general public daily, during daylight hours, and at such other times as may be approved by the Town as

provided herein. The boat ramp shall be open for use by the general public daily, twenty-four (24) hours a day.

- b. **Special Events:** A special event means the congregation of persons on the Park premises, at a function hosted or approved by the Town, and where food, beverages, events, entertainment or a concert are provided.
 - c. **Process of Handling of Special Events:** Special Events at the Park will be procedurally and substantively handled like all other special events in the Town.
 - d. **Disposition of Fees from Special Events:** The gross receipts from Special Events shall inure to the benefit of the Park unless prior approval has been given to host a Special Event as a “fund-raiser” for a public or charitable purpose. Other than permitted public purpose or charitable “fund-raisers,” the gross receipts from Special Events shall be remitted to the Town. Special Event funds shall be expended solely for the general upkeep, maintenance and improvement of the Park and Park facilities.
5. **Public Beach.** To the extent that the sandy area lying in and adjacent to the boat ramp in the Park premises may be used as a public beach, the County and Town agree to enforce the following restrictions. Driving or operating any motor vehicle on the public beach other than in the designated areas for purposes of launching a boat is prohibited. Using a surfboard or a motorized device including a personal watercraft in the area of the beach and in any manner as to become a hazard to bathers, swimmers, boaters or others shall be prohibited. Glass bottles, drinking glasses or other glass containers shall be prohibited on the beach.
 6. **Use of Alcoholic Beverages.** County owned recreation facilities are publicly funded and for the purpose of carrying on leisure, recreation and sporting events. As such, the Town shall regulate the Park in a manner that shall provide for the greatest public use. Alcoholic beverages may be permitted for family outings, social events, fund raising events and special events provided that its use is not in conflict with any other County or Town ordinance or state law.
 7. The Town shall regulate parking within the Park and restrict boat and boat trailer parking to the area designated for such purpose.
 8. The Town maintain the boat ramp in a condition suitable for recreation boating.
 9. The Town shall provide, at least weekly, regular refuse, litter and garbage pick-up free of charge to the County, in all the Park areas exclusive of the Operations Zone. Additionally, the Town shall be responsible for providing all maintenance and cleaning of the restroom facilities located at the Park.
 10. The County and the Town shall notify their respective property and liability

insurers, which provide the County and the Town general liability insurance now and in the future of the modifications to the initial undertaking. As the party responsible for the operation, maintenance, use and condition of the Park and all related facilities, the Town agrees to be the primary responsible party for any and all liability resulting from the use of the Park to the extent that immunity has been waived under State of South Carolina law.

11. Capital Improvements, including demolition, shall be jointly reviewed by the County and the Town. The Town shall advise the County of Town zoning and land use regulations which may apply to the subject property. Such improvements shall conform to Town regulations. In the event that a variance(s) are required, such variance shall not be unreasonably withheld. The Concept plan dated November 2002 Exhibit B shall serve as an initial and general guide concerning capital improvements. The Town shall be responsible for updating the Concept plan as necessary. Upon approval, the updated Concept plan shall replace the Concept plan dated November 2002 as Exhibit B of this Agreement. The Town shall manage all capital improvements. The Town and County agree to cooperate to secure funds for capital improvement from any available source. Funds collected from grants and/or non-profit/private entities for capital improvements may be accepted on terms acceptable to the Town.
12. The County and the Town acknowledge the presence of a structure on the southwest side of the Park with potentially historic significance. Any improvements or disposition of the structure shall conform to the Town's Historic Preservation Commission guidelines.
13. Signage and associated lighting shall be mutually agreed on by the County and the Town. Design of the signage shall be guided by the Town's sign ordinance.
14. The Town shall provide law enforcement with back up by the County Sheriff's office, as required.
15. It is agreed that either of the parties shall have the right and privilege of terminating this Agreement at any time upon giving one (1) months notice, in writing, to the other party of its intention to do so, and in the event this Agreement is terminated, then all rights and interests of the parties shall cease, and any permanent building or improvements erected by Town shall then be, and become the property of the County.

Intentionally Left Blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers this day and year as aforewritten.

BEAUFORT COUNTY COUNCIL

By: 
Gary Kubjc
County Administrator

TOWN OF BLUFFTON

By: 
Marc Orlando
Town Manager

EXHIBIT "A"

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) **LEASE AGREEMENT**

This Lease (the "Lease") is executed as of December 30, 2002, by and between The Beaufort County Open Land Trust, P.O. Box 75, Beaufort, South Carolina, 29901 ("Landlord") and D & L Seafood Corporation, doing business as "The Bluffton Oyster Company" 63 Wharf Street, Bluffton, South Carolina, 29910 ("Tenant").

WHEREAS, Bluffton has a rich history of oyster harvesting and oyster processing, which is worth preserving. These skills have provided a livelihood and sustenance for the residents of Bluffton for more than 100 years. They provide a vital link with the past and have done much to create the current feeling of the Town of Bluffton. The oyster industry has been an integral part of the fabric of Bluffton, from the architecture of the Bluffton Oyster Factory along the May River, to a long history of employment of the African-American community in the industry. It is believed to be vital to continue the state of mind of Bluffton, the Bluffton Oyster Company be given all possible opportunity to continue as an integral part of the Bluffton Community.

WHEREAS, Tenant desires to lease from Landlord, and Landlord desires to lease to Tenant, that certain commercial space, more particularly described on Exhibit "1" (the "Demised Premises") attached hereto and which shall be defined to include the dock and wharf. The Demised Premises are divided into the Operations Zone which Tenant is entitled to exclusive possession and use, and the River Access Zone to which the Tenant has non-exclusive possession and use;

NOW, THEREFORE, Landlord agrees to lease to Tenant and Tenant agrees to lease from the Landlord the Demised Premises, upon which Tenant may operate a seafood plant, an oyster processing facility, mariculture for clams, oysters, mussels and other shellfish and a retail seafood store, to include but not be limited to, packaged snacks, non-alcoholic beverages, bait, tackle, ice and all uses ancillary thereto, all as more particularly set forth herein.

**ARTICLE 1
INTRODUCTION**

1.1 In consideration of the rent to be paid and the mutual covenants and agreements herein contained, Landlord hereby demises and rents unto Tenant and Tenant hereby rents and hires from Landlord the Demised Premises as further defined herein.

WDM
Landlord's Initials

JL
Tenant's Initials

**ARTICLE 2
DEMISED PREMISES**

2.1 Landlord hereby leases to Tenant and Tenant hereby takes and hires from Landlord, upon and subject to the terms, covenants and provisions hereof, the Demised Premises" consisting of "the Operations Zone" consisting of the Bluffton Oyster Factory located at the foot of Wharf Street at the May River in Bluffton, Beaufort County, South Carolina, and situated on the property further described as:

All those certain pieces, parcels or lots of land, with improvements thereon, situate, lying and being in the Town of Bluffton, Beaufort County, South Carolina, and being described and shown on a plat of the property prepared by T Square Surveying, a copy of which is attached hereto and incorporated herein by reference, as the Operations Zone and the River Access Zone. It is understood that the title to said property is bounded by the mean high water mark of the May River.

2.2 Provided further that the Landlord and the Tenant agree that the Demised Premises is divided into two parts: to wit: (1) The Operations Zone; and (2) the River Access Zone as shown on the plat attached hereto.

2.3 The "Operations Zone" consists of the Building in which the Bluffton Oyster Factory operates, together with the land as shown and labeled on said plat. The Tenant shall be entitled to exclusive possession and use of the Operations Zone.

2.4 "The River Access Zone" consists of the area shown and designated on the Plat as such. The Tenant shall have the non-exclusive right with the general public to use the River Access Zone. The Tenant shall have the right to cross this zone so as to gain access to the Operations Zone, and property taxes are addressed in Article 5.

**ARTICLE 3
TERMS**

3.1 The term (the "Term") of this Lease shall be for Five (5) years, commencing on 12/30, 2002 (the "Commencement Date"), and expiring on 12/29, 2007. Provided there is no continuing event of default hereunder by Tenant, Tenant shall have the right to extend the term of this lease for up to four (4) consecutive terms of Five (5) years each (the "Extended Term") upon the same terms and conditions contained herein, except the basic and additional rent, by giving written notice to Landlord of Tenant's intent to extend the then existing term at least three (3) months prior to the expiration of the then existing term.

WDM
Landlord's Initials

[Signature]
Tenant's Initials

**ARTICLE 4
RENT AND OPERATING COSTS**

4.1 Tenant shall pay the following:

- A. Tenant shall pay a base rent to Landlord on an annual basis on the anniversary of the Commencement Date. The rent shall be One and 00/100 (\$1.00) Dollar per year.**
- B. Tenant shall pay all personal property taxes; hazard, flood and liability insurance costs (see Article 5, infra); and all utilities, including, without limitation, charges for electricity, water, sewer, heating and air-conditioning.**
- C. Tenant shall make such improvements to the building on the Demised Premises as may be necessary or required so as to remain permitted by the appropriate state regulatory agency as a seafood, an oyster processing plant and a retail seafood store.**
- D. As additional rent, the Tenant shall also pay to the Landlord Four Hundred Dollars (\$400.00) per month for the months of September, October, November, December, January, February, March and April. The rent shall be due and payable on the first (1st) day of each month, and past due on the tenth (10th) day of each month.**
- E. In all other months the Tenant shall pay to the Landlord the sum of Two Hundred Dollars(\$200.00) per month. The rent shall be due and payable on the first (1st) day of each month, and past due on the tenth (10th) day of each month.**
- F. All Operating Costs as further defined in Article 5.**
- G. If any payment of rent, either base or additional, is paid more than five (5) days after the date the same was due, it shall thereafter bear interest at the rate of Twenty and 00/100 (\$20.00) Dollars per day.**

**ARTICLE 5
OPERATING COSTS**

5.1 Tenant shall pay all "operating costs" as defined herein. "Operating Costs" shall mean all capital and non-capital expenditures required to be made in the operation, management, repair and maintenance of the Land and Building constituting the "Bluffton Oyster Factory" located in the Operations Zone of the Demised Premises, including, but not limited to, any additional construction of an addition to the existing dock, wharf and pier located in the Operations Zone and all charges, fees and taxes of whatever kind attributable thereto including the following:

- A. All ad valorem, special assessment, personal property taxes and any tax or fee, including impact fees, attributable to the Land and Building within the Operations Zone of the**

WDM
Landlord's Initials

RT
Tenant's Initials

Demised Premises. The Tenant shall not be responsible for any ad valorem, special assessment, personal property taxes and any tax or fee, including impact fees, attributable to the River Access Zone.

B. All charges for water and sewer use, electricity, gas and other public utilities supplied to the Building and grounds within the Operations Zone of the Demised Premises.

C. Heating, ventilation and air conditioning supplied to the "Building" in the Operations Zone including any capital expenditures for same.

D. Wages, social security taxes, unemployment taxes and insurance for all employees of the Tenant who are full time or part time, and whose services are used for the operation and maintenance of the Bluffton Oyster Factory, the Building and grounds within the Operations Zone and River Access Zone of the Demised Premises.

E. The Cost of labor, materials and supplies for cleaning, maintaining and securing the Building in which the Bluffton Oyster Factory operates including the grounds, windows, hallways, bathrooms, elevators, offices and food service areas, whether performed by employees of the Tenant or by independent contractors or subcontractors engaged by the Tenant, within the Operations Zone or for the picking of trash and litter within the River Access Zone.

F. Premiums for any insurance whatsoever including insurance against loss or damage to the Building in which the Bluffton Oyster Factory operates, whether by fire or other hazard, general public liability insurance, worker's compensation insurance and business interruption insurance; and,

G. Any and all expenses for repair maintenance, decoration or redecoration of the common areas within the Operations Zone and the Building in which the Bluffton Oyster Factory operates including the grounds, gardening and landscaping.

H. Tenant shall make such improvements to the Operations Zone as may be necessary or required so as to remain permitted by the appropriate state regulatory agency as a seafood plant, an oyster processing plant and a retail seafood store; and,

I. Tenant shall be solely liable and responsible to pay any and all assessments, fees or other charges to or on the Operations Zone of the Demised Premises, or any activities conducted thereon as may now or hereafter be charged to the Operations Zone of the Demised Premised during the Term or any renewal term.

J. Tenant shall be responsible for picking up and disposing of trash and litter in the Operations Zone and River Access Zone.

WDP
Landlord's Initials

LT
Tenant's Initials

**ARTICLE 6
USE OF PREMISES**

6.1 Tenant shall use the Premises to operate a seafood plant, an oyster processing facility and a retail seafood store and specified uses ancillary thereto. It shall comply with any and all applicable local, state and federal ordinances and regulations, including, without limitation, the Beaufort County Hazardous Materials Ordinance, OSHA requirements, the Americans with Disabilities Act and rules imposed by permit issuers charged with the regulation of Tenant's activities.

6.2 Tenant shall have the right to use the Operations Zone for those uses presently permitted and allowed by the Town of Bluffton under its current zoning ordinances, and the Parties hereto acknowledge that the Tenant's use of the Operations Zone is grand-fathered and a permitted use. Those uses consist of and are limited to the following: sale of seafood, both retail and wholesale, the sale of mercantile goods exclusive of wine, beer and alcoholic beverages, the operation of a seafood factory, the harvesting of seafood and the operation of seafood mariculture operations, provided that same are approved by all appropriate agencies of the State of South Carolina.

6.3 If during the Initial Term or any Extended Term, the application of any statute, code or ordinance of any government, authority, agency, official or officer applicable to the Building or the Demised Premises makes it impossible or not economical for Tenant to operate in the Demised Premises in accordance with subparagraph 6.1, then Tenant, at its option, may terminate this Lease, whereupon the Base Rent and Additional Rent and all other charges payable to the Landlord hereunder by Tenant shall be apportioned as of such date of termination.

**ARTICLE 7
ASSIGNMENT AND SUBLETTING**

7.1 Tenant shall have no right to assign this Lease or sublet the Demised Premises, in whole or in part, to any person or entity including a State agency, institution, department, bureau, political subdivision or State or political subdivision operated entity or to any other successor or assign. In the event that the Tenant is involved in bankruptcy or insolvency proceedings and the Tenant's trustee fails to perform or rejects any of the Tenant's obligations provided under this Lease, this Lease shall immediately terminate.

**ARTICLE 8.
NOTICE THAT NO SERVICES OR INSURANCE IS PROVIDED**

8.1 Tenant expressly acknowledges and agrees that the Landlord is not providing any service whatsoever to the Tenant in this Lease. Tenant expressly acknowledges and agrees that Landlord is not providing any form of insurance, which would inure to the benefit of the Tenant, in this Lease.

8.2 Tenant expressly acknowledges and agrees that the Landlord is not obtaining, providing or otherwise insuring the Building in which the Bluffton Oyster Factory operates against loss, in

WDM
Landlord's Initials

JT
Tenant's Initials

whole or in part, due to fire, flood, or any other hazard including acts of God. Tenant further acknowledges and agrees that Landlord is not providing any form of insurance, which would inure to the benefit of the Tenant.

8.3 Tenant expressly acknowledges and agrees that the Landlord is not providing lighting, heating or air conditioning, ventilation, electricity, janitorial service, security service, grounds maintenance, repair and maintenance to or about the Building in which the Bluffton Oyster Factory operates or any other service or supply necessary or convenient to maintain and /or operate the Bluffton Oyster Factory, the Building in which it operates and the real property on which the Building is sited including any improvements made thereto by the Tenant. Tenant expressly agrees that Tenant shall be obligated to pay for any service, maintenance or repair required by State, Federal or Local Law ordinance or regulation.

8.4 Tenant shall use separately metered utilities servicing the Operations Zone of the Demised Premises and make direct payment for such utility services to the suppliers thereof.

**ARTICLE 9
ARCHITECTURAL BARRIERS**

9.1 Tenant covenants and agrees that those portions of the Land, Building and Demised Premises, open to the public, shall comply with any and all applicable State and Federal law, rules and regulations with respect to architectural barriers or design that would prohibit free and full access to and use of those portions of the Land, Building, Demised Premises or any part thereof within the Operations Zone of the Demised Premises open to the aged, disabled or physically handicapped. In the event the Land, Building or Demised Premises within the Operations Zone of the Demised Premises do not so comply as of the Commencement Date of this Lease, Tenant shall, at Tenant's sole cost and expense and within ninety (90) days following the Commencement Date, alter, repair, renovate or otherwise provide at the Land, Building and Demised Premises within the Operations Zone of the Demised Premises all reasonable access and use thereof for the aged, disabled or physically handicapped as required by Law, taking into account any grand-fathering compliance permitted by law.

**ARTICLE 10
IMPROVEMENTS, ALTERATIONS AND MAINTENANCE**

10.1 Tenant shall have the following responsibilities and privileges for improvements, alterations and maintenance:

- A. Tenant may develop, construct and operate within the Operations Zone, at its sole cost and expense, any additional improvements (the "Tenant's Improvements") necessary or convenient for Tenant to conduct its business. Tenant's improvements which are not permanently affixed, may be removed by the Tenant at the expiration of the Term provided; however, Tenant shall repair, cause to repair, or compensate Landlord for any repairs,

WDM
Landlord's Initials

[Signature]
Tenant's Initials

construction or reconstruction required to return the Demised Premises to its original condition existing prior to this Lease which are caused or resulted from removal of Tenant's improvements. Any such construction and operations shall be pursuant to permit by the applicable state, county or town agency.

B. Tenant agrees, except for normal wear and use, to keep and maintain the exterior and interior of the Leased Premises and any improvements thereon, including roofs, doors, windows, walls and any other structural elements in good condition and repair. Tenant shall make and be responsible for the costs of any electrical repairs, heating and air conditioning repairs, plumbing repairs and replacement, including the replacement of heating and air conditioning equipment and water heaters, all of which shall be deemed to be affixed, except in the case of personalty, such as window air conditioning units.

C. Tenant shall, at its sole expense, keep the Operations Zone (as defined hereinafter) free and clear of trash and debris, and the River Access Zone free of trash and litter.

D. Tenant agrees to perform such maintenance actions as may be commercially reasonable to keep the Building in which the Bluffton Oyster Factory operates and any improvements within the Operations Zone in the condition required by the appropriate state regulatory agencies to allow the use as a seafood plant, an oyster processing facility and a retail seafood store.

E. Tenant agrees to take such actions as may be necessary to prevent any unlawful discharge from the Operations Zone of the Leased Premises into the waters of the May River and further shall not store or allow hazardous or toxic waste or substances, which are defined as those substances, materials and wastes, including but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials table (49 CFR 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302) and amendments thereto, or such substances, materials and wastes which are or become regulated under any applicable local, state or federal law, including, without limitation, any material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyl's, (iv) designated as a "Hazardous substance" pursuant to Section 331 of the Clean Water Act, 33 U.S.C. Sec 1251, et. seq. (33 U.S. C. 1321) or listed pursuant to Section 307 of the Clean Water Act (33 U.S.C. Sec 1371), (v) defined as a "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sec 6901, et. seq. (42 U.S.C. sec 9601), et seq. (42 U.S.C. 9601) within the Operations Zone of the Leased Premises.

F. Tenant shall be liable, at its sole cost and expense, for any fines, penalties and/or recovery of costs and expenses associated with any improper or unlawful discharge into the May River from the Operations Zone. The Tenant shall have no right to make any discharge from the River Access Zone into the May River.

WDM
Landlord's Initials

Page 7 of 15

LT
Tenant's Initials

**ARTICLE 11
CONDEMNATION AND CASUALTY**

11.1 If any damage or destruction occurs, in whole or in part, to the Bluffton Oyster Factory Building, or if proceedings or negotiations are instituted which do or may result in a taking by condemnation or eminent domain ("Taking"), each party will promptly give notice thereof to the other, describing the nature and extent thereof.

11.2 If any damage or destruction occurs, in whole or in part, to the Bluffton Oyster Factory Building and the dock(s), wharf(s), and pier(s) from any cause whatsoever, including acts of God, Landlord shall have no duty, obligation or liability to Tenant to restore, replace or rebuild the Bluffton Oyster Factory Building, any structure associated therewith, the dock(s), wharf(s) and pier(s), including Tenant Improvements made thereto.

11.3 If any damage to or destruction occurs, in whole or in part, to the Bluffton Oyster Factory Building, or any structure associated with it, including docks, wharfs, and piers, Tenant may elect, at its sole cost and expense, to restore the Bluffton Oyster Factory Building, any structure associated therewith, and the docks, wharfs, and piers to the original condition subject to permitting by state and local authorities. If Tenant elects not to restore or rebuild any damaged structure as provided herein including the Bluffton Oyster Factory Building, the Tenant shall terminate this Lease by notice to Landlord within ten (10) days from the date Tenant elects not to restore or rebuild the structure.

11.4 Nothing contained in this Lease shall be deemed or construed to grant the Tenant a claim or cause of action against the Landlord, its successors and assigns, for the value of the Tenant's leasehold estate, its leasehold improvements, lost income and /or rents, moving and related costs or any other damages whatsoever. Tenant expressly waives any claim or cause of action against the Landlord and its successors and assigns.

**ARTICLE 12
INSURANCE**

12.1 Tenant shall obtain and maintain throughout the Term the following:

A. At all times during the term of this lease, Tenant shall keep in full force and effect a Commercial General Liability Policy insuring against bodily injury, including death, or damage to tangible property, with minimum limits of liability in the amount of One Million (\$1,000,000.00) Dollars for a single occurrence for activities on the Operations Zone. The Landlord shall be shown as an additional insured.

B. At all times during the term of this lease, Tenant shall keep in full force and effect a Workers' Compensation Insurance policy with statutory benefits.

C. At all times during the term of this lease, Tenant shall keep in full force and effect an Employer's Liability insurance policy with minimum limits of liability in the amount of

WDM
Landlord's Initials

[Signature]
Tenant's Initials

Three Hundred Thousand (\$300,000.00) Dollars.

12.2 The policies or certificates of insurance shall include a provision that written notice of cancellation or notice of any material change to the insurance policy, including the limits of liability in said policy(s), shall not be effective until after the Landlord is given thirty (30) days written notice of such change

12.3 The landlord shall not be required to maintain hazard or all risk insurance on the Bluffton Oyster Factory Building or the improvements of the Operations Zone. Tenant elects not to maintain hazard or all risk insurance on the Bluffton Oyster Factory Building, the improvements thereto and the contents thereof, and shall occupy and make improvements to it at its own risk.

**ARTICLE 13
INDEMNITY**

13.1 Tenant hereby agrees to indemnify and hold harmless Landlord, its successors and assigns, from any and all costs, expenses, losses, liabilities, causes of action or other obligations in any way connected or associated with its occupation of the Leased Premises pursuant to this Lease. In the event any claim or demand is made on Landlord for any such obligation, Tenant shall promptly defend, remove, bond or otherwise dispose of such claim or demand and save and hold Landlord harmless against all expenses, costs and attorney's fees which may arise from any action taken by Landlord in response to said claim or demand.

**ARTICLE 14
DEFAULTS**

14.1 Any of the following shall constitute an Event of Default by Tenant under this Lease:

A. If Tenant shall fail to perform any of Tenant's obligations to pay the base rent or additional rent hereunder on or before the due date thereof, and such default remains uncured for period of Ten (10) Days after written notice of such default; or,

B. If Tenant fails to observe or perform any of Tenant's other obligations under any of the terms, covenants, conditions and provisions of this Lease and such default shall remain uncured for a period of Thirty (30) days after written notice of such default, provided the notice sets forth the specific actions necessary for Tenant to undertake, to correct or cure such default. No event of default shall be deemed to have occurred if Tenant commences necessary corrective or remedial action within the thirty (30) day notice period and diligently pursues and completes same.

14.2 If an event of default as defined in Section 14.1 A, B occurs, then (a) Landlord shall have the immediate right to give a written termination notice to Tenant specifying a date on which this Lease shall terminate, and on such date, the Term of this Lease shall expire and terminate, and all rights of Landlord and Tenant under this Lease shall cease; or, (b) if Tenant has not (i) cured such default or (ii) made arrangements to address the default and such arrangements have not been approved by

WDL
Landlord's Initials

[Signature]
Tenant's Initials

Landlord, which approval shall not be unreasonably withheld, within thirty (30) days of written notice of such default, Landlord shall have the right to cure such default by any reasonable means including, without limitation, the expenditure of funds, in which case Tenant shall pay to Landlord the reasonable cost of curing such default on demand of Landlord.

14.3 If within thirty (30) days after receipt by Landlord of written notice from Tenant to Landlord specifying any failure by Landlord to observe or perform any of Landlord's obligations under any of the terms, covenants, conditions and provisions of this Lease, Landlord has not commenced diligently to correct or otherwise to cure the default or defaults so specified or has not thereafter diligently pursued such correction.

14.4 If an event of default as defined in Section 14.3 shall have occurred, Tenant shall have the immediate right at any time thereafter to give a written termination notice to Landlord specifying a date on which this Lease shall terminate, and on such date, the Term of this Lease shall expire and terminate, and all rights of Landlord and Tenant under this Lease shall cease. Or in the alternative, Tenant shall have the right to cure such default by any reasonable means including, without limitation, the expenditure of funds and Tenant shall be entitled to recoup the reasonable cost of curing such default by offsetting such expenses against the basic rent due.

**ARTICLE 15
NOTICE**

15.1 Any notice to be given by either party to the other pursuant to the provisions of this Lease shall be given by personal delivery or by first-class United States mail, postage paid, addressed to the party for whom it is intended at the address first stated above or at such other address as may be designated in writing

**ARTICLE 16
SUCCESSORS AND ASSIGNS**

16.1 The covenants, conditions and agreements contained in this Lease shall bind and inure to the benefit of the Landlord and its respective successors and assigns. Unless repugnant to the context, the word "Landlord" appearing in this Lease shall be construed to mean the Landlord named above and its successors and assigns, and those claiming through or under it respectively.

16.2 The covenants, conditions and agreements contained in this Lease shall not bind or inure to the benefit of the Tenant's successors and assigns or those claiming through or under it.

**ARTICLE 17
MISCELLANEOUS**

17.1 The Lease shall be subject to the following:

- A. Landlord agrees that upon Tenant's payment of the base and additional rent and

WDM
Landlord's Initials

LT
Tenant's Initials

performing and observing the terms, covenants, conditions and provisions on its part to be performed and observed, Tenant shall and may peaceably and quietly have, hold and enjoy the Operations Zone exclusively and the non-exclusive right in the River Access Zone of the Demised Premises during the Term without any manner of hindrance, interruption or molestation from Landlord or anyone claiming under Landlord, subject, however, to the terms of this Lease.

B. If any term in this Lease shall be declared invalid or unenforceable, the remaining terms of this Lease shall not be affected thereby and shall continue to be enforced and recognized as valid agreements of the parties.

C. This agreement represents the entire understanding of the parties with reference to the subject matter hereof, and shall be construed and enforced in accordance with the laws of South Carolina.

D. Tenant shall neither assign this Lease nor sublet any portion of the Leased Premises.

E. The failure of either party to call any one default under the provisions of this Lease shall not be construed as a waiver of the right to call any other or future default.

F. Tenant shall not encumber the Demised Premises or any part thereof or permit any lien or charge to be taken against the Demised Premises or any part thereof.

G. Nothing herein shall be construed as a subordination by Landlord of its interests in the Leased Premises. Landlord shall not be required to subordinate its interest in the Leased Premises to any other party.

**ARTICLE 18
SPECIAL PROVISIONS**

18.1 The following special provisions apply to the parties herein:

A. The Demised Premises shall consist of the two areas as shown on the plat affixed hereto as Exhibit "1", the Operations Zone and the River Access Zone. The Tenant shall be entitled to the sole and exclusive possession and use of the Operations Zone. Tenant shall be entitled to non-exclusive possession and use of the River Access Zone. The Operations Zone shall include all appurtenances and improvements affixed to the property, including the docks, wharfs and piers emanating from that property.

B. Entry and access to the Operations Zone shall be limited to the Tenant and its guests and invitees.

C. Tenant shall have the right to terminate this Lease in the event of any of the following:
(i) the improvements on the Leased Premises are damaged, by fire, flood, storm or other casualty to the extent that repairs by the Tenant are not financially feasible by the Tenant

WDR
Landlord's Initials

[Signature]
Tenant's Initials

and there are no insurance proceeds available to Tenant to effect repairs or rebuild; Tenant acknowledges that Landlord is not providing any form of insurance including hazard insurance which would inure to the benefit of the Tenant; or, (ii) in the event that a regulatory agency having jurisdiction over the business operations of the Tenant shall issue an order, make such findings or enact such regulation(s) as will substantially impair the ability of the Tenant to conduct the permitted uses of the Leased Premises. In the event of termination under the provisions of this Paragraph, Tenant shall give the Landlord sixty (60) days written notice of its intent to terminate and this Lease shall terminate on the 60th day and all obligations of the parties hereunder shall terminate.

D. Tenant agrees that prior to making any structural modifications of the Building it will obtain the consent of the Landlord in writing, which consent shall not be unreasonably withheld.

E. Tenant shall have, subject to Tenant obtaining at it's sole and exclusive cost, all necessary permits and authorization from governmental entities having jurisdiction over such activities, the right to construct additions to the dock, wharf and pier at the eastern (down river) side of the existing structure and located in the Operations Zone. The costs related to the construction shall be the sole and exclusive responsibility of the Tenant. The additional dock, wharf and pier shall be used for purposes related to the permitted uses of the Leased Premises and shall not be used for marina type activities such as the rental or leasing of dockage to non-commercial vessels or boats or the sale of motor fuel. Landlord shall consent to any application by Tenant for all necessary permits and approvals for the construction and operation of the above specified improvements. In the event the Landlord desires to construct a dock, wharf or pier on the River Access Zone portion of the Leased Premises, the Tenant agrees to assist in the application for all necessary permits and approvals for such construction provided, that the construction will not result in the imposition of material limitations on the Tenant's use of the existing dock, wharf or pier and will not interfere with the Tenant's expansion of the facilities as contemplated under this paragraph.

F. Tenant shall have the right, subject to appropriate governmental approval, to construct fencing on the boundary between the Operations Zone and the River Access Zone to limit access to the Operational Zone of the Leased Premises. Tenant may not construct any fencing without prior written approval of Landlord. Landlord's approval right shall be limited to the location, design and specifications of the fence, and its approval shall not be unreasonably withheld.

G. Tenant agrees that it will keep the River Access Zone clean and free of trash and litter at its sole and exclusive expense. Tenant shall provide appropriate trash receptacles and shall empty same on an as-needed basis. In the event that special events sponsored by the Landlord results in Tenant incurring extra expense in the upkeep and cleaning of the River Access Zone, the Landlord shall bear the extra expense of such cleanup.

WJDU
Landlord's Initials

[Signature]
Tenant's Initials

H. Landlord shall be responsible for the upkeep and maintenance of all improvements located in the River Access Zone other than trash receptacles.

I. Landlord shall post appropriate signs setting rules and regulations for the use of the River Access Zone. Such rules shall not, by their content or operation, interfere with Tenant's possession or use described in this Lease.

J. Landlord shall take all steps necessary to prevent the parking of vehicles within the River Access Zone and on or beside Wharf Street, except while engaged in launching and recovering boats. The parties further agree to take such action as may be required to have the appropriate governmental authority designate that portion of Wharf Street between the Premises and Bridge Street a "No Parking" zone or area.

K. Landlord agrees that it shall provide parking area(s) for persons utilizing the River Access Zone, and said parking shall not be located on the Demised Premises. The Landlord shall also be responsible for providing public restroom facilities with sewer disposal to include all necessary sewer, water and utility lines.

L. The Tenant shall have the right, as a permitted use of the Leased Premises, to engage in mariculture type activities in the Operations Zone, subject to compliance with applicable rules, regulations and laws of the State of South Carolina. Tenant shall obtain, at its sole cost, all necessary permits and authorizations from governmental authorities having jurisdiction over such activities. Tenant shall have the right to construct such improvements in the Operations Zone as may be necessary to conduct mariculture type activities in the Operations Zone.

M. Landlord expressly acknowledges that Tenant, as part of its permitted use in the Operations Zone, may conduct private parties in the Operations Zone.

In witness whereof, the Parties hereto have caused these presents to be executed in each entities' respective name and the seals to be affixed, on the date above written.

WDM
Landlord's Initials

ST
Tenant's Initials

WITNESSES:

Sharon C. Rainis
Tracy D. Bradshaw
[Signature]

WITNESSES

[Signature]
Karen B. [Signature]

**LESSOR:
BEAUFORT COUNTY OPEN LAND
TRUST**

By: [Signature]
It's President
Attest: [Signature]
It's Treasurer
Attest: Paul W. Fordham
It's Secretary

**LESSEE:
D&L SEAFOOD CORPORATION**

By: [Signature]
It's President
Attest: [Signature]

WDM
Landlord's Initials

[Signature]
Tenant's Initials

STATE OF SOUTH CAROLINA)
)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me Sharon C. Raino, who first being duly sworn, states that they saw the within named William F. Meischer III, President sign, seal and as their act and deed deliver the within written document, and that they with C. Scott Graker witnessed the execution thereof.

Sharon C. Raino

SWORN to before me this 9 day of January 2002. 2003
[Signature]
Notary Public for South Carolina
My Commission expires: June 25, 2012

STATE OF SOUTH CAROLINA)
)
) PROBATE
COUNTY OF BEAUFORT)

Personally appeared before me William F. Meischer III, who first being duly sworn, states that they saw the within named Larry Tanner, President of D+L Services sign, seal and as their act and deed deliver the within written document, and that they with Karen Patterson witnessed the execution thereof.

[Signature]

SWORN to before me this 30th day of December 2002.
Karen B. Patterson
Notary Public for South Carolina
My Commission expires: 11/10/09

WDP
Landlord's Initials

[Signature]
Tenant's Initials

PRELIMINARY MASTER PLAN



JOGGLING BOARD EXAMPLE



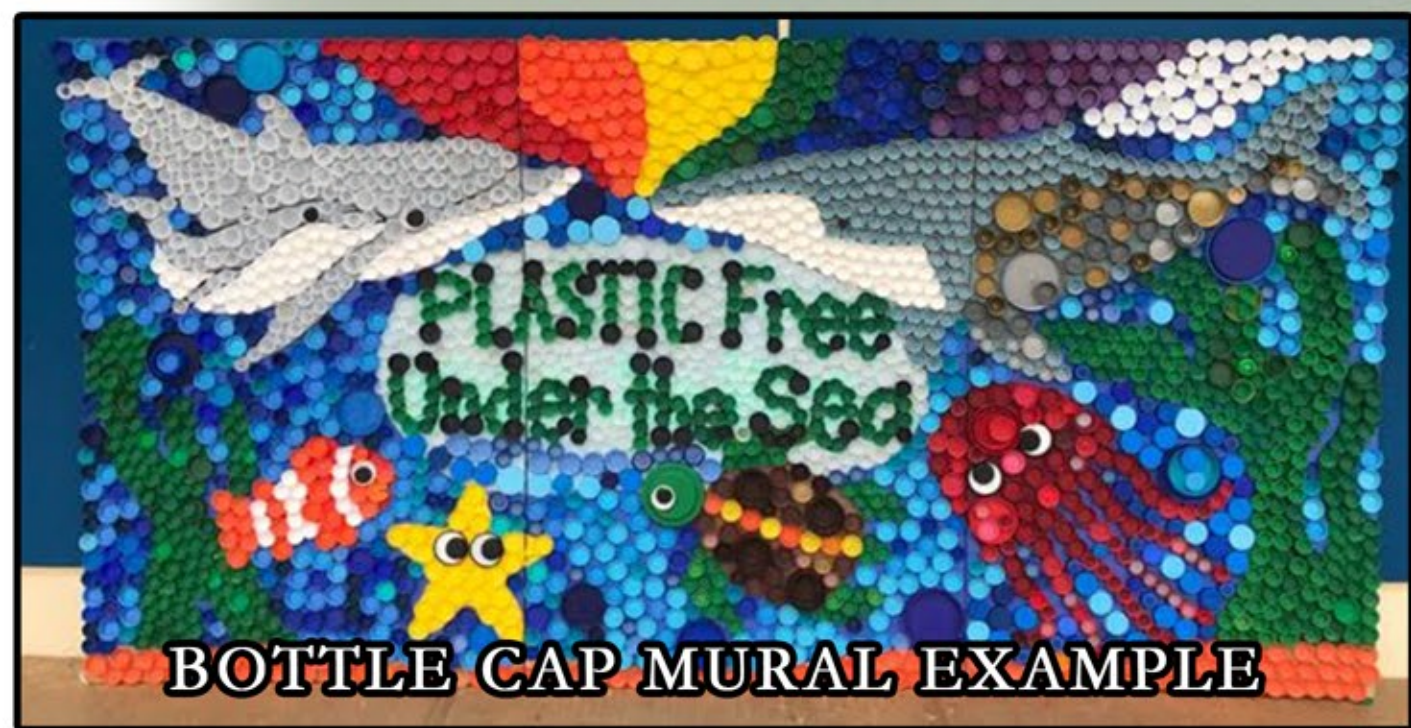
DIAMOND RAIL FENCE EXAMPLE



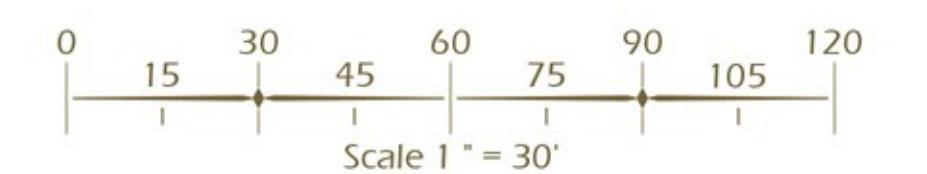
TREEHOUSE EXAMPLE



TREE SWING EXAMPLE



BOTTLE CAP MURAL EXAMPLE



OYSTER FACTORY PARK

63 WHARF STREET
BLUFFTON, SOUTH CAROLINA

©WJK LTD.
PLAN IN CONCEPTUAL IN NATURE
AND IS SUBJECT TO CHANGE.
THIS SHEET TO SCALE: 30"X42"



PRELIMINARY MASTER PLAN



JOGGLING BOARD EXAMPLE



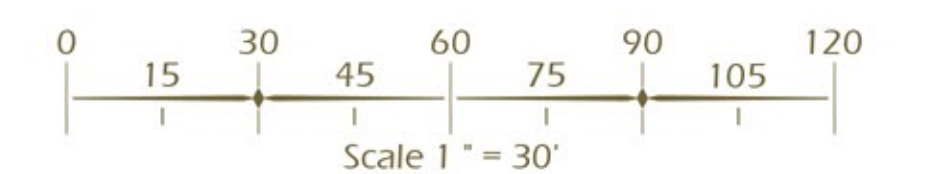
DIAMOND RAIL FENCE EXAMPLE



TREEHOUSE EXAMPLE



TREE SWING EXAMPLE

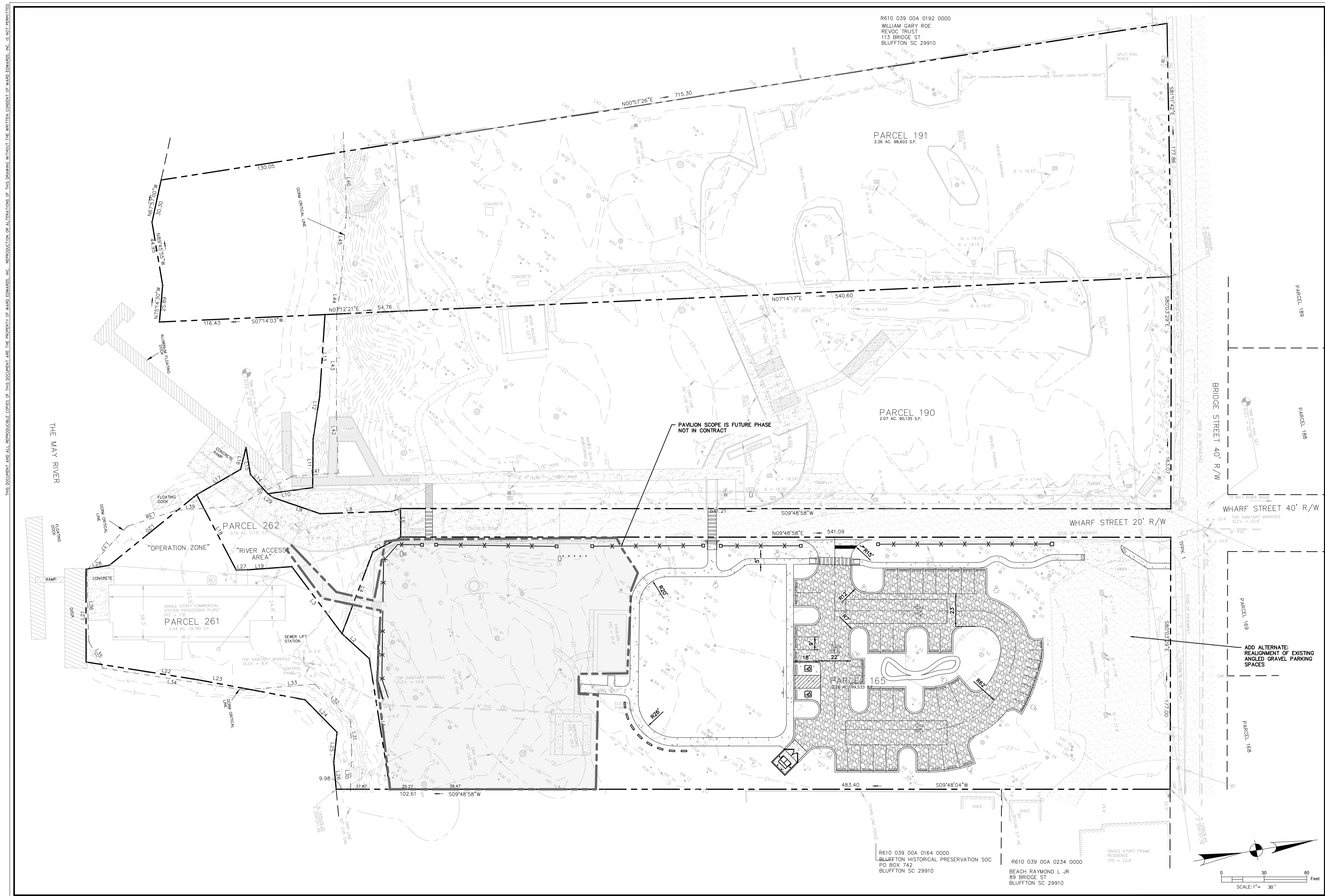


OYSTER FACTORY PARK

63 WHARF STREET
BLUFFTON, SOUTH CAROLINA

©WJK LTD.
PLAN IN CONCEPTUAL IN NATURE
AND IS SUBJECT TO CHANGE
THIS SHEET TO SCALE: 30"X42"





THE DOCUMENT AND ALL REPRODUCIBLE COPIES OF THIS DOCUMENT ARE THE PROPERTY OF WARD EDWARDS, INC. REPRODUCTION OR ALTERATIONS OF THIS DRAWING WITHOUT THE WRITTEN CONSENT OF WARD EDWARDS, INC. IS NOT PERMITTED.

| NO. | DESCRIPTION | DATE |
|-----|-------------|------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |

Ward Edwards
ENGINEERING

P.O. BOX 381, BLUFFTON, SOUTH CAROLINA 29910
PH (843) 837-5750 / FAX (843) 837-2556
WWW.WARDEDWARDS.COM

OYSTER FACTORY PARK PARKING LOT EXPANSION
TOWN OF BLUFFTON, SOUTH CAROLINA
TOWN OF BLUFFTON, SOUTH CAROLINA
SITE LAYOUT PLAN

VERTICAL DATUM:
NAVD88

PROJECT #: IS0607A
DATE: 06/01/22
DESIGNED BY: JCH
CHECKED BY: PRM

SHEET C401

NOT FOR CONSTRUCTION



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|--|
| ITEM TITLE: |
| Recommendation to update Policy 19 - Acquisition of Stormwater Drainage Easements |
| MEETING NAME AND DATE: |
| Natural Resources Committee – November 7th, 2022 |
| PRESENTER INFORMATION |
| Neil Desai, P.E. – Public Works Director Katie Herrera – Stormwater Manager (alternate) (10 min) |
| ITEM BACKGROUND: |
| Stormwater easements are necessary to obtain if private entities wish for Beaufort County to maintain drainage systems. In situations where the Public Works Director (PWD) or their designee determine an easement is necessary, it is important for a standard operation procedure (SOP) to be in place. In 2014 the County adopted Policy 19 as an SOP. August 18, 2014 – Recommended for approval at Public Facilities Committee August 25 th , 2014 – Approved by County Council |
| PROJECT / ITEM NARRATIVE: |
| Staff seeks to update the policy to provide additional guidance on how to obtain an easement from the County. Staff wants to provide clarity to the public on what steps the County needs to take and record an easement granted by the public. |
| FISCAL IMPACT: |
| N/A |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Staff recommends the approval of proposed updates to Policy 19. |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to approve proposed updates to Policy 19. Motion to deny proposed updates to Policy 19. (Next Step – Bring resolution to November 14th County Council meeting for 1st reading) |

RESOLUTION 2022/

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN UPDATE TO POLICY STATEMENT 19
“ACQUISITION OF STORM WATER DRAINAGE EASEMENTS”;**

The County Council of Beaufort County (the “**Council**”), the governing body of the Beaufort County, South Carolina (the “**County**”), has made the following findings of fact;

WHEREAS, the County a political subdivision of the State of South Carolina (the “**State**”), and as such possesses all general powers granted by the Constitution and statues of the state to public entities;

WHEREAS, in pursuance of the powers granted to the County, the County currently operates its stormwater management utility as an administrative division of the County;

WHEREAS, the County has previous accepted Policy Statement 19 dated August 25th, 2014

WHEREAS, the County has negotiated an “update to Policy Statement 19” the provisions of which amend and restate the Policy in its entirety, in the form attached hereto as Exhibit A;

NOW THEREFORE, BE IT RESPOVED BY COUNTY COUNCIL OF BEAUFORT COUNTY, in a meeting duly assembled, as follows:

ADOPTED, this ____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Exhibit A**Standard Operating Procedures to Request Drainage Easement**

1. Property owner and/or their agent (designated representation for property owner) makes a request of the Public Works Director (PWD for Beaufort County to obtain designated drainage easement on their private property
 - a. Information needed during request:
 - i. Nature of request to include desire to have piped or stay open ditch
 - ii. Parcel PIN number
 - iii. Property Owner Information
 - iv. Any structures within easement staff should be aware of
2. All requests will be brought to the attention of all necessary County staff during staff coordination meetings for acceptance or denial.
3. Staff would like all requestee's to know the following:
 - a. Drainage easements are at the discretion of the Public Works Director, or their designee, to accept or deny.
 - b. Standard easement widths necessary range from 15' to 30'.
 - c. Systems including multiple property owners will require all property owners to be in agreement with the easement being accepted for County maintenance
 - i. The County will not accept easement for only one property if it is part of a larger system.
 - d. The standard operating procedure followed by the Public Works Director and the Easement Manager is as follows:
 - i. Request is brought to the attention of all appropriate staff for discussion
 - ii. If the easement request is determined to be necessary to accept into the Stormwater Drainage Infrastructure system, the easement manager will do the following
 1. Identification of adjacent property owners (names and mailing addresses)
 2. Preparation of easement request letters
 3. Drafting of easement deeds or easement agreements
 4. Initial request letter is mailed via certified mail
 5. Second request letter, if necessary, is mailed
 6. If all of the easement requests are granted, the Easement manager records each document as obtained
 - iii. If the easement request is determined to not be eligible for acceptance into the Stormwater Drainage Infrastructure System, the applicant will be made aware. Reasons for denial of request could be, but are not limited to, the following
 1. Adjacent property owners were not willing to grant an easement
 2. The easement is not part of a larger drainage system necessary for safely routing runoff from County maintained right of way
 3. There is no outfall to waters of the United States
 4. The easement area is within a wetland

Official Proceedings
County Council of Beaufort County
August 25, 2014

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

CAUCUS

A caucus of the County Council of Beaufort County was held Monday, August 25, 2014 beginning at 4:00 p.m., in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stewart Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, Gerald Stewart, Roberts "Tabor" Vaux and Laura Von Harten. William McBride absent.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

DISCUSSION ITEMS

Council discussed removing one item from the consent agenda: an ordinance to amend Beaufort County Ordinance No. 2014/15 so as to adjust the millage rate from 101.70 to an amount to be determined to achieve the same appropriated revenue amount of \$114,868,815 to be derived from tax collections.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Stewart, seconded by Mr. Fobes, that Council go immediately into executive session for the purpose of receiving information regarding negotiations incident to proposed contractual arrangements and proposed purchase of property as well as receipt of legal advice for pending or threatened claims. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

Mr. Vaux recused himself, left the room, and was not present for any of the discussion regarding negotiations incident to proposed contractual arrangements.

EXECUTIVE SESSION

REGULAR SESSION

The regular meeting of the County Council of Beaufort County was held Monday, August 25, 2014 beginning at 4:00 p.m., in the large meeting room of the Hilton Head Island Branch Library, 11 Beach City Road, Hilton Head Island, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stewart Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, Gerald Stewart, Roberts “Tabor” Vaux and Laura Von Harten. William McBride absent.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

INVOCATION

Councilman Roberts “Tabor” Vaux gave the Invocation.

The Chairman passed the gavel to the Vice Chairman in order to receive the Administrative Consent Agenda.

ADMINISTRATIVE CONSENT AGENDA

Review of Proceedings of the Regular Meeting held August 11, 2014

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Fobes, seconded by Mrs. Bensch, that Council approve the minutes of the regular meeting held August 11, 2014. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

County Administrator’s Two-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from August 11, 2014 through August 22, 2014.

Deputy County Administrator’s Two-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, on behalf of the Deputy County Administrator, Mr. Bryan Hill, presented his Two-Week Progress Report, which summarized his activities from August 11, 2014 through August 22, 2014.

Committee Reports

Community Services Committee

It was moved by Mr. Vaux, seconded by Mr. Stewart, that Council approve the purchase of residential property located at 75 Lakes Crossing Drive, Bluffton in the amount of \$289,000 for the Disabilities and Special Needs Program. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

It was moved by Mr. Vaux, seconded by Mr. Stewart, that Council approve the purchase of residential property located at 210 Pinecrest Circle, Bluffton for the purchase price of \$285,000 for the Disabilities and Special Needs Program. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

Public Facilities Committee

It was moved by Mr. Dawson, seconded by Ms. Von Harten, that Council waive the right of first refusal on the purchase of the Beaufort County Voter Registration Building. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

The Vice Chairman passed the gavel back to the Chairman in order to continue the meeting.

PUBLIC COMMENT

The Chairman recognized Mrs. Kerstin Taylor, a resident of Bluffton, who stated Beaufort County roads and medians need cleaning. Bluffton Parkway has a large amount of sand and debris along the curb and the intersections have piles of trash from car accidents. There is trash in the medians on U.S. Highway 278.

Ms. Joni Dimond, a resident of Hilton Head Island, spoke of corruption in Beaufort County when Wexford Plantation sued her for interference with landscape maintenance workers.

Minutes – Beaufort County Council

August 25, 2014

Page 4

Ms. Catherine Donaldson, a real estate agent representing Bluffton and Hilton Head Island, is opposed to the recommended or proposed increase in millage rate of the School District.

Mr. Bill Evans, Board of Education Chairman, stated the Board of Education passed a resolution August 19, 2014 requesting County Council establish a millage rate sufficient to generate revenue equal to the June 2014 appropriation amount. He submitted a proposal to create a process to establish millage value and rate.

Mr. Jeffrey Moss, School District Superintendent, stated Council should consider treating the School District in the same manner it treats itself, *i.e.*, the County tax collection discount rate is over 5%, while the District rate is 3%.

Mrs. Jocelyn Staigar, representing the Sun City Association of Realtors, is opposed to the recommended or proposed increase in millage rate of the School District.

Mr. Andy Twisdale, a resident of Hilton Head Island, is opposed to the recommended or proposed increase in millage rate of the School District.

Mrs. Geri Kinton, a member of the Board of Education, stated students cannot learn and teachers cannot teach in classrooms with 30+ students per teacher. The only way to meet the demands the millage rate will impose on the District, is to reduce teachers.

Mr. Walter Nester, a lawyer with the McNair Law Firm representing Cherokee Beaufort, LLC, thanked the Planning staff and the Development Agreement Subcommittee on this application and, asked Council to approve the Development Agreement this evening.

Ms. Cathie Rash, a resident of Hilton Head Island, stated there has to be some way that the 4% property owner can help support the schools, rather than to place the burden on 6% property owners and 10.5% business owners.

Mr. Sonny Huntley, a real estate broker and resident of Hilton Head Island, stated Council has a responsibility to all the citizens, not just the students or just the Board of Education. Council is saddled with the consequences of the onerous State Act 388. He implored Council to figure out some way to get around this issue of school funding, which is placing an onerous burden on 6% property owners and 10.5% business owners.

CONSENT AGENDA

NWN CORPORATION SMARTNET LICENSE CONTRACT RENEWAL FOR MIS DEPARTMENT

This item comes before Council under the Consent Agenda. Discussion occurred at the August 18, 2014 meeting of the Community Services Committee.

It was moved by Mr. Flewelling (no second required), that Council award a contract renewal to NWN Corporation, Greensboro, North Carolina for a Smartnet license in the amount of \$173,000. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

MANATRON, INC. ANNUAL MAINTENANCE SUPPORT CONTRACT RENEWAL FOR MIS DEPARTMENT

This item comes before Council under the Consent Agenda. Discussion occurred at the August 18, 2014 meeting of the Finance Committee.

It was moved by Mr. Flewelling (no second required), that Council award a contract renewal to Manatron, Inc., Chicago, Illinois for annual maintenance and support for the property tax software used by the Treasurer, Assessor, and Auditor Departments in the amount of \$163,630. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

COMPUCOM MICROSOFT LICENSE SUPPORT CONTRACT RENEWAL FOR MIS DEPARTMENT

This item comes before Council under the Consent Agenda. Discussion occurred at the August 18, 2014 meeting of the Finance Committee.

It was moved by Mr. Flewelling (no second required), that Council award a contract renewal to CompuCom, Dallas, Texas to provide Microsoft license support in the amount of \$139,468. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

AN ORDINANCE OF BEAUFORT COUNTY COUNCIL CREATING A SPECIAL TAX ASSESSMENT FOR REHABILITATED HISTORIC PROPERTIES IN THE MUNICIPAL BOUNDARIES OF THE CITY OF BEAUFORT

This item comes before Council under the Consent Agenda. Discussion occurred at the August 18, 2014 meeting of the Finance Committee.

It was moved by Mr. Flewelling (no second required), that Council approve on first reading, by title only, an ordinance of Beaufort County Council creating a special tax assessment for rehabilitated historic properties in the municipal boundaries of the City of Beaufort. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr.

Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

BUCKWALTER REGIONAL PARK COMMUNITY CENTER PHASE 2 EXPANSION DESIGN BUILD PROJECT

This item comes before Council under the Consent Agenda. Discussion occurred at the August 18, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling (no second required), that Council award a contract to Mashburn Construction Company, Inc., Charleston, South Carolina to design and build the Phase 2 Expansion in the amount of \$6,100,000. Funding would come from Bluffton Parks and Leisure Services impact fees. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

GOVERNMENT COMPLEX PARKING LOT STORMWATER RETROFIT PROJECT

This item comes before Council under the Consent Agenda. Discussion occurred at the August 18, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling (no second required), that Council award a contract to JS Construction, Bluffton, South Carolina in the amount of \$299,653 for the County Government Complex parking lot stormwater retrofit. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

DRAINAGE EASEMENT ACQUISITION POLICY

This item comes before Council under the Consent Agenda. Discussion occurred at the August 18, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling (no second required), that Council adopt the Standard Operating Procedure for the acquisition of all drainage easements and maintenance of the stormwater system. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

AN ORDINANCE ESTABLISHING, DEVELOPING AND CONSTRUCTING MULTI-USE RECREATION TRAILS AND RESTRICTING THE USE THEREOF TO NON-MOTORIZED ACTIVITIES

This item comes before Council under the Consent Agenda. Discussion occurred at the August 18, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling (no second required), that Council approve on first reading an ordinance establishing, developing and constructing multi-use recreation trails and restricting the use thereof for non-motorized activities. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

AN ORDINANCE AUTHORIZING THE BLUFFTON TOWNSHIP FIRE DISTRICT TO GIVE AND RECEIVE MUTUAL ACCESS EASEMENTS WITH THE BEAUFORT COUNTY SCHOOL DISTRICT

This item comes before Council under the Consent Agenda. Discussion occurred at the August 18, 2014 meeting of the Public Facilities Committee.

It was moved by Mr. Flewelling (no second required), that Council approve on first reading an ordinance authorizing the Bluffton Township Fire District to give and receive Mutual Access Easements with the Beaufort County School District. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE NO. 2014/15 SO AS TO ADJUST THE MILLAGE RATE FROM 101.70 TO AN AMOUNT TO BE DETERMINED TO ACHIEVE THE SAME APPROPRIATED REVENUE AMOUNT OF \$114,868,815 TO BE DERIVED FROM TAX COLLECTIONS

Main motion: It was moved by Mr. Caporale, as Finance Committee Chairman, no second required, that Council approve on first reading an ordinance to amend Beaufort County Ordinance No. 2014/15 so as to adjust the millage rate from 101.70 to 103.5 to achieve the same appropriated revenue amount of \$114,868,815 to be derived from tax collections.

Motion to amend by substitution: It was moved by Mr. Dawson, seconded by Ms. Von Harten, that Council adjust the millage rate from 101.70 to 105.28. The vote: YEAS – Mr. Dawson, Mr. Fobes and Ms. Von Harten. NAYS - Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mr. Rodman, Mr. Sommerville, Mr. Stewart and Mr. Vaux. ABSENT – Mr. McBride. The motion failed.

Vote on the main motion: Council approve on first reading an ordinance to amend Beaufort County Ordinance No. 2014/15 so as to adjust the millage rate from 101.70 to 103.5 to achieve the same appropriated revenue amount of \$114,868,815 to be derived from tax collections. The vote: YEAS - Mr. Caporale, Mr. Flewelling, Mr. Rodman, Mr. Stewart and Mr. Vaux. NAYS – Mrs. Bensch, Mr. Dawson, Mr. Fobes, Mr. Sommerville and Ms. Von Harten. ABSENT – Mr. McBride. The motion failed.

Motion to reconsider: It was moved by Ms. Von Harten, seconded by Mr. Fobes, that Council reconsider the main motion to adjust the millage rate from 101.70 to 103.5. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr.

Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mr. Dawson. ABSENT – Mr. McBride. The motion failed.

Main motion: It was moved by Ms. Von Harten, seconded by Mr. Fobes, that Council approve on first reading an ordinance to amend Beaufort County Ordinance No. 2014/15 so as to adjust the millage rate from 101.70 to 103.5 to achieve the same appropriated revenue amount of \$114,868,815 to be derived from tax collections. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

PUBLIC HEARING

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED

The Chairman opened the second of two required public hearings at 6:00 p.m. for the purpose of receiving public comment on an ordinance to approve a Development Agreement between Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, and the County of Beaufort, South Carolina pursuant to Section 6-31-30 of the *Code of Laws of South Carolina, 1976*, as amended. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:01 p.m.

It was moved by Mr. Flewelling (no second required), that Council approve on third and final reading an ordinance to approve a Development Agreement between Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, and the County of Beaufort, South Carolina pursuant to Section 6-31-30 of the *Code of Laws of South Carolina, 1976*, as amended. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. ABSENT – Mr. McBride. The motion passed.

COUNTY ADMINISTRATOR’S REPORT

Retirement of Wlodek Zaryczny

Mr. Gary Kubic, County Administrator, announced Mr. Wlodek Zaryczny, Library Director, has submitted his desire to retire. This individual dedicated his life to library service. He had led the way to the very innovative and well done St. Helena Island Branch Library, utilizing federal, state and local resources; but, more importantly, opening our arms up to the Penn Center Board of Directors and the community to have a role in the design of this state-of-the-art library. On behalf of the County, Mr. Kubic wishes Mr. Zaryczny and his family all the best on behalf of County Administration and Council.

Farewell of Bryan Hill

Mr. Gary Kubic, County Administrator, announced that Mr. Bryan J. Hill, Deputy County Administrator, has accepted the position of County Administrator in James City County, Virginia. Mr. Hill is simply the best. We owe him a round of applause.

PUBLIC COMMENT

The Chairman recognized Mrs. Jocelyn Staigar, representing the Sun City Association of Realtors, who said the whole discussion about the School District millage is not about realtors and schools. This is a discussion about the County as a whole. We have to stop pitting schools against businesses.

ADJOURNMENT

Council adjourned at 6:48 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified: September 22, 2014



BEAUFORT COUNTY STORMWATER UTILITY
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2801 Facsimile (843) 255-9478



TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Robert McFee, PE, Division Director for Engineering and Infrastructure *JRM*
 Eric W. Larson, Beaufort County Stormwater Utility *Eric W. Larson*

SUBJECT: Discussion of a Policy for Acquisition of Storm Water Drainage Easements.

Date: August 6, 2014

BACKGROUND: The following Standard Operating Procedure is recommended for all drainage easement acquisitions:

- 1) Stormwater Engineer, assisted by Easement Manager, determines easement needs; the easement acquisition process is initiated
 - a) identification of adjacent property owners (names and mailing addresses)
 - b) preparation of easement request letters
 - c) drafting of easement deeds or easement agreements
 - d) initial request letter is mailed
 - e) second request letter, if necessary, is mailed
 - f) if all the easement requests are granted, Easement manager records the documents and the drainage project proceeds
 - g) if the requested easement is not granted, County Staff attorney reports the same to Public Facilities Committee/County Council and recommends one of two courses of action
 - 1) Council designates the drainage as private and removes it from the drainage maintenance inventory; property owners are notified of this action by mail
 - 2) Council agrees to provide funding for the condemnation of the easement; drainage project proceeds when County takes title to the condemned easement
- 2) Stormwater department conducts/oversees the contract letting process
- 3) Contract is awarded
- 4) Construction phase commences

FOR ACTION: Public Facilities Committee meeting occurring on August 18, 2014.

RECOMMENDATION: Staff recommends the above process to be endorsed by the Public Facilities Committee of County Council for the acquisition of drainage easements and maintenance of the stormwater system.

CC: Gary Kubic, County Administrator *GK*
 Bryan Hill, Deputy Administrator *BH*

/ewl

County Council approval August 25, 2014

Standard Operating Procedures for all Drainage Easements (Update to Policy 19)

1. Beaufort County Public Works Director (PWD) and or their designee determines needs after a drainage easement request is made; the easement acquisition is initiated:
 - a. Request (Exhibit A) is brought to the attention of all appropriate staff for evaluation
 - b. If the easement request is determined to be necessary to accept into the Beaufort County stormwater drainage system, the PWD will initiate the following process
 - i. Identification of adjacent property owners (names and mailing addresses)
 - ii. Preparation of easement request letters
 - iii. Drafting of easement deeds or easement agreements
 - iv. Initial request letter is either mailed or hand delivered
 - v. If necessary, a second request letter is mailed via certified mail
 - vi. As easement requests are granted and approved, the PWD records each document at the Beaufort County Register of Deeds office.
 - vii. If second letter is denied or not returned, the PWD will pursue one of the two options:
 - a. Pursue condemnation in coordination with the respective Beaufort County Council District representative
 - b. Discontinue easement acquisition

COUNTY COUNCIL OF BEAUFORT COUNTY
 ADMINISTRATION BUILDING
 100 RIBAUT ROAD
 POST OFFICE DRAWER 1228
 BEAUFORT, SOUTH CAROLINA 29901-1228
 TELEPHONE: (843) 255-1000
 FAX: (843) 255-9401
 www.bcgov.net

D. PAUL SOMMERVILLE
 CHAIRMAN

STEWART H. RODMAN
 VICE CHAIRMAN

COUNCIL MEMBERS

CYNTHIA M. BENSCH
 RICK CAPORALE
 GERALD DAWSON
 BRIAN E. FLEWELLING
 STEVEN G. FOBES
 WILLIAM L. MCBRIDE
 GERALD W. STEWART
 ROBERTS "TABOR" VAUX, JR.
 LAURA L. VON HARTEN

GARY KUBIC
 COUNTY ADMINISTRATOR

BRYAN J. HILL
 DEPUTY COUNTY ADMINISTRATOR

JOSHUA A. GRUBER
 COUNTY ATTORNEY

SUZANNE M. RAINEY
 CLERK TO COUNCIL

AGENDA
 COUNTY COUNCIL OF BEAUFORT COUNTY

Monday, August 25, 2014
 4:00 p.m.

Large Meeting Room
 Hilton Head Island Branch Library
 11 Beach City Road, Hilton Head Island

Citizens may participate in the public comment periods and public hearings from telecast sites at County Council Chambers, Beaufort as well as Mary Field School, Daufuskie Island.

1. CAUCUS - 4:00 P.M.
 - A. Discussion of Consent Agenda
 - B. Discussion is not limited to agenda items
 - C. Executive Session
 1. Discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property
 2. Receipt of legal advice for pending or threatened claims
2. REGULAR MEETING - 5:00 P.M.
3. CALL TO ORDER
4. PLEDGE OF ALLEGIANCE
5. INVOCATION – Roberts "Tabor" Vaux
6. ADMINISTRATIVE CONSENT AGENDA
 - A. Approval of Minutes – August 11, 2014 ([backup](#))
 - B. Receipt of County Administrator's Two-Week Progress Report ([backup](#))
 - Receipt of Deputy County Administrator's Two-Week Progress Report ([backup](#))
 - D. Committee Reports (next meeting)
 1. Community Services (September 22 at 2:00 p.m., Bluffton Library)
 2. Executive (September 8 at 2:00 p.m., ECR)
 3. Finance (September 15 at 2:00 p.m., BIV #3)
 - a. August 18, 2014 minutes ([backup](#))
 4. Governmental (September 2 at 4:00 p.m., ECR)
 (September 16 at 4:00 p.m. CC)



5. Natural Resources (September 2 at 2:00 p.m., ECR)
 6. Public Facilities (September 15 at 4:00 p.m., BIV #3)
 - a. August 18, 2014 minutes ([backup](#))
- E. Appointments to Boards and Commissions

7. PUBLIC COMMENT

8. CONSENT AGENDA

A. NWN CORPORATION SMARTNET LICENSE CONTRACT RENEWAL FOR MIS DEPARTMENT ([backup](#))

1. Contract award: NWN Corporation, Greensboro, North Carolina
2. Contract amount: \$173,000
3. Funding source: MIS #10001150-51110, Maintenance Contracts
4. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0

B. MANATRON, INC. ANNUAL MAINTENANCE SUPPORT CONTRACT RENEWAL FOR MIS DEPARTMENT ([backup](#))

1. Contract award: Manatron, Inc., Chicago, Illinois
2. Contract amount: \$163,630
3. Funding source: MIS #10001150-51110, Maintenance Contracts
4. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0

C. COMPUCOM MICROSOFT LICENSE SUPPORT CONTRACT RENEWAL FOR MIS DEPARTMENT ([backup](#))

1. Contract award: CompuCom, Dallas, Texas
2. Contract amount: \$139,466
3. Funding source: MIS #10001150-51110, Maintenance Contracts
4. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0

D. AN ORDINANCE ADOPTING THE BAILEY BILL; PROVIDING FOR SPECIAL PROPERTY TAX ASSESSMENT FOR REHABILITATED HISTORIC PROPERTIES; AND OTHER MATTERS RELATED THERETO

1. Consideration of first reading, by title only, to occur August 25, 2014
2. Finance Committee discussion to occur August 25, 2014 at 2:00 p.m.
3. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0

- E. AN ORDINANCE TO AMEND BEAUFORT COUNTY ORDINANCE NO. 2015/16 SO AS TO ADJUST THE MILLAGE RATE FROM 101.70 TO AN AMOUNT TO BE DETERMINED TO ACHIEVE THE SAME APPROPRIATED REVENUE AMOUNT OF \$114,868,815 TO BE DERIVED FROM TAX COLLECTIONS ([backup](#))
1. Consideration of first reading, by title only, to occur August 25, 2014
 2. Finance Committee discussion to occur August 25, 2014 at 2:00 p.m.
 3. Finance Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:0
- F. BUCKWALTER REGIONAL PARK COMMUNITY CENTER PHASE 2 EXPANSION DESIGN BUILD PROJECT ([backup](#))
1. Contract award: Mashburn Construction Company, Inc., Charleston, South Carolina
 2. Contract amount: \$6,100,000
 3. Funding source: Bluffton Parks and Leisure Services Impact Fees
 4. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 7:0
- G. GOVERNMENT COMPLEX PARKING LOT STORMWATER RETROFIT PROJECT ([backup](#))
1. Contract award: JS Construction, Bluffton, South Carolina
 2. Contract amount: \$299,653
 3. Funding source: Primary funding #50260011-61160, Stormwater Capital Improvement Fund
 4. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 7:0
- H. DRAINAGE EASEMENT ACQUISITION POLICY ([backup](#))
1. Consideration of first reading to occur August 25, 2014
 2. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 6:1
- I. AN ORDINANCE ESTABLISHING, DEVELOPING AND CONSTRUCTING MULTI-USE RECREATION TRAILS AND RESTRICTING THE USE THEREOF TO NON-MOTORIZED ACTIVITIES ([backup](#))
1. Consideration of first reading to occur August 25, 2014
 2. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 7:0
- J. AN ORDINANCE AUTHORIZING THE BLUFFTON TOWNSHIP FIRE DISTRICT TO GIVE AND RECEIVE MUTUAL ACCESS EASEMENTS WITH THE BEAUFORT COUNTY SCHOOL DISTRICT
1. Consideration of first reading to occur August 25, 2014
 2. Public Facilities Committee discussion and recommendation to approve occurred August 18, 2014 / Vote 7:0

9. PUBLIC HEARINGS – 6:00 P.M.

A. AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED ([backup](#))

1. Consideration of third and final reading to occur August 25, 2014
2. Second reading approval occurred August 11, 2014 / Vote 11:0
3. First reading approval occurred July 28, 2014 / Vote 9:0
4. Natural Resources Committee discussion and recommendation to approve occurred July 28, 2014 / Vote: 4:0:1

10. COUNTY ADMINISTRATOR'S REPORT

Mr. Gary Kubic, County Administrator

A. Recognition / Wlodek Zaryczny, Library Director ([backup](#))

11. PUBLIC COMMENT

12. ADJOURNMENT

Official Proceedings
County Council of Beaufort County
August 11, 2014

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

CAUCUS

A caucus of the County Council of Beaufort County was held Monday, August 11, 2014 beginning at 4:00 p.m., in the Executive Conference Room of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stewart Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, William McBride, Gerald Stewart, Roberts "Tabor" Vaux and Laura Von Harten.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

DISCUSSION ITEMS

Council discussed removing one item from the consent agenda:

Item 9B, an ordinance of Beaufort County Council directing the retention of a portion of business license taxes received by the county in a separate economic development fund account.

Mr. Stewart presented the policy positions, which consists of a list of issues of importance to the County that likely will come before the 2015-2016 legislative session. The Governmental Committee has approved the list. Without objection from Council, Mr. Stewart will forward the policy positions to the South Carolina Association of Counties.

CALL FOR EXECUTIVE SESSION

It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Council go immediately into executive session regarding the discussion of negotiations incident to proposed contractual arrangements and proposed purchase of property as well as receipt of legal advice for pending or threatened claims. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Mr. Vaux recused himself, left the room, and was not present for any of the discussion regarding negotiations incident to proposed contractual arrangements.

EXECUTIVE SESSION

REGULAR SESSION

The regular meeting of the County Council of Beaufort County was held Monday, August 11, 2014 beginning at 5:00 p.m., in Council Chambers of the Administration Building, 100 Ribaut Road, Beaufort, South Carolina.

ATTENDANCE

Chairman D. Paul Sommerville, Vice Chairman Stewart Rodman and Councilmen Cynthia Bensch, Rick Caporale, Gerald Dawson, Brian Flewelling, Steven Fobes, William McBride, Gerald Stewart, Roberts “Tabor” Vaux and Laura Von Harten.

PLEDGE OF ALLEGIANCE

The Chairman led those present in the Pledge of Allegiance to the Flag.

INVOCATION

Chairman Paul Sommerville gave the Invocation.

The Chairman passed the gavel to the Vice Chairman in order to receive the Administrative Consent Agenda.

ADMINISTRATIVE CONSENT AGENDA

Review of Proceedings of the Regular Meeting held July 28, 2014

This item comes before Council under the Administrative Consent Agenda.

It was moved by Mr. Flewelling, seconded by Ms. Von Harten, that Council approve the minutes of the regular meeting held July 28, 2014. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

County Administrator’s Two-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Gary Kubic, County Administrator, presented his Two-Week Progress Report, which summarized his activities from July 28, 2014 through August 8, 2014.

Deputy County Administrator’s Two-Week Progress Report

This item comes before Council under the Administrative Consent Agenda.

Mr. Bryan Hill, Deputy County Administrator, presented his Two-Week Progress Report, which summarized his activities from July 28, 2014 through August 8, 2014.

Committee Reports

Governmental Committee

Without objection from Council, Mr. Stewart agreed to forward the policy positions to the South Carolina Association of Counties.

Appointments to Boards and Commissions

Foster Care Review Board

It was moved by Mr. Sommerville, seconded by Mr. McBride, that Council rescind the nomination of Linda Cecil to serve as a member of the Foster Care Review Board. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

Historic Preservation Review Board

Larry Koolkin

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Mr. Koolkin, representing Port Royal Island, was appointed to serve as a member of the Historic Preservation Review Board after garnering the six votes required to appoint.

Lady’s Island / St. Helena Island Fire District

David Townsend

The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. Col. Townsend, representing Lady’s Island, was reappointed to serve as a member of the Lady’s Island / St. Helena Island Fire District after garnering the ten votes required to reappoint. This reappointment is subject to the Governor’s approval.

The Vice Chairman passed the gavel back to the Chairman in order to continue the meeting.

INTRODUCTION OF JULIE SCHNEIDER, DIRECTOR OF SOCIAL SERVICES

Mr. Gary Kubic, County Administrator, introduced Ms. Julie Schneider, Director of Department of Social Services (DSS). Julie has over 25 years of experience working with children and families in several different capacities and organizations. In her previous position, Julie was the Region 3 Coordinator for Family Engagement practices and priorities with DSS. Prior to coming to SC DSS, Julie was a Program Director for Darkness to Light, a nationally renowned and recognized Child Sexual Abuse Prevention Program. While all of Julie’s work experience has centered on the delivery of services for children and families, she also is a tenured leader in total quality management, and a Master Trainer for several programs. Julie has extensive experience in program design and development and has presented at national and international conferences.

PUBLIC COMMENT

The Chairman recognized Mrs. Margaret Bukkosal, a resident of Seabrook Point subdivision, who stated the residents are trying to find a way to get water to Seabrook Point. This task has been very, very difficult. She asked Council to consider making a mandatory water connection policy for all residents of Beaufort County.

Ms. Ellen Hynes, a resident of Seabrook Point subdivision, requested financial assistance from a Community Development Block grant to help pay for B/J Water and Sewer Authority to run a water line and install fire hydrants on Seabrook Road and into Seabrook Point.

Mrs. Hetty Nijman, a resident of Seabrook Point subdivision, stated Seabrook Point has saltwater intrusion and sulfur problems, and well water has no regulatory controls.

Ms. Catherine Pardue, a resident of Seabrook Point subdivision, stated the community has no fire hydrants because the residents are on wells. According to representatives of B/J Water and Sewer Authority, it will cost between \$10,000 and \$11,000 per home to bring water down Seabrook Road and into Seabrook Point. That is significant for both low- and moderate-income families and retirees. In the next draft of the Comprehensive Plan, please include Seabrook Point Subdivision.

Ms. Lorrie Smith, a resident of Seabrook Point subdivision, asked Council to support a Community Development Block grant and B/J Water Sewer Authority to bring water to Seabrook Point Subdivision.

Mr. Jim Minor, a resident of Seabrook Point subdivision, asked Council to provide water and sewer to all residents of Beaufort County. Hold the B/J Water and Sewer Authority accountable to make a report to Council of how many pockets / communities that do not have adequate fire hydrants, water and sewer.

Mrs. Jaime Dailey-Vergara, representing the Beaufort Regional Chamber of Commerce, encourages and supports the County in using the business license revenue to fund a comprehensive economic development plan, and to reinvest this revenue for future growth. She

thanked Council for adopting the NAICS Code, which, hopefully, will simplify the revenue tracking for the business owner and make implementing the reciprocal one-stop business license offices easier. She supports an online business fee calculator.

CONSENT AGENDA

RESOLUTION OF BEAUFORT COUNTY COUNCIL AUTHORIZING THE COUNTY ADMINISTRATOR TO NEGOTIATE AND EXECUTE A PURCHASE AGREEMENT FOR RESIDENTIAL PROPERTY FOR USE IN THE BEAUFORT COUNTY DISABILITIES AND SPECIAL NEEDS PROGRAM

This item comes before Council under the Consent Agenda. Discussion occurred at the July 29, 2014 meeting of the Community Services Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council adopt a resolution authorizing the County Administrator to purchase residential properties to support the Disabilities and Special Needs Department. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

RENEWAL OF ANNUAL MEDICAL SERVICES CONTRACT FOR DETENTION CENTER

This item comes before Council under the Consent Agenda. Discussion occurred at the July 29, 2014 meeting of the Governmental Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council award a contract renewal to Southern Health Partners, Inc., Chattanooga, Tennessee to provide medical services for Detention Center inmates. Funding would come from Account 10001250-51190, Medical / Dental Services in the amount of \$546,888. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

RENEWAL OF ANNUAL FOOD SERVICE CONTRACT FOR DETENTION CENTER

This item comes before Council under the Consent Agenda. Discussion occurred at the July 29, 2014 meeting of the Governmental Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council award a contract renewal to ABL Management, Baton Rouge, Louisiana to provide meals for Detention Center inmates and staff. Funding would come from Account 10001250-51120, Meals / Contracted Services in the amount of \$307,800. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

RENEWAL OF ANNUAL PUBLIC HEALTH INSECTICIDE FOR MOSQUITO CONTROL

This item comes before Council under the Consent Agenda. Discussion occurred at the July 29, 2014 meeting of the Governmental Committee.

It was moved by Mr. Stewart, seconded by Mr. Flewelling, that Council award a contract renewal to Clarke Mosquito Control Products, Inc., Roselle, Illinois to provide public health insecticide for the Mosquito Control Department. Funding would come from Account 10001400-52320, Public Health Products in the amount of \$283,953. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AN ORDINANCE OF BEAUFORT COUNTY COUNCIL DIRECTING THE RETENTION OF A PORTION OF BUSINESS LICENSE TAXES RECEIVED BY THE COUNTY IN A SEPARATE ECONOMIC DEVELOPMENT FUND ACCOUNT

It was moved by Mr. Rodman (no second required), that Council approve on first reading an ordinance of Beaufort County Council directing the retention of a portion of business license taxes received by the County in a separate Economic Development Fund account. The vote: YEAS - Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

PUBLIC HEARINGS

AN ORDINANCE AUTHORIZING THE PLACEMENT OF A QUESTION ON THE OFFICIAL BALLOT FOR THE GENERAL ELECTION TO BE CONDUCTED NOVEMBER 4, 2014, CONCERNING A PROPOSITION AUTHORIZING BEAUFORT COUNTY TO ISSUE GENERAL OBLIGATION BONDS TO ACQUIRE LANDS FOR PRESERVATION PURPOSES AND TO PAY CERTAIN COSTS AND DEBT SERVICE RELATED THERETO

The Chairman opened a public hearing at 6:01 p.m. for the purpose of receiving public comment on an ordinance authorizing the placement of a question on the official ballot for the General Election to be conducted November 4, 2014, concerning a proposition authorizing Beaufort County to issue General Obligation Bonds to acquire lands for preservation purposes and to pay certain costs and debt service related thereto. After calling once for public comment, the Chairman recognized Mr. Reed Armstrong, representing the Beaufort Office of the Coastal Conservation League, who stated there is about \$500 million of lands available within the focus areas as identified in the Greenprint Map, of which \$55 million are high priority, because of their ecological importance. He encouraged Council to allow the Beaufort County voters to decide whether the program should continue with the additional funding.

Mr. Henry Sanders, a resident of Hilton Head Island, supports the Rural and Critical Lands Program. He asked Council to place the \$20,000,000 bond referendum question on the November 2014 ballot.

Mr. George Johnston, a former member of the Rural and Critical Lands Preservation Review Board, supports the trendsetting Rural and Critical Lands Program. He encouraged Council to place the \$20,000,000 bond referendum question on the November 2014 ballot.

Mrs. Cindy Baysden, Executive Director of the Beaufort County Open Land Trust, pledges to stand behind Council in managing the Rural and Critical Lands Program.

Mr. Jim Minor, a resident of Seabrook Point, would like to see the \$20,000,000 bond referendum question on the November 2014 ballot, but he is a naysayer. The time for this program has come to an end. There are other projects in the County in need of funding.

After calling twice more for public comment and receiving none, the Chairman declared the hearing closed at 6:14 p.m.

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council approve on third and final reading an ordinance authorizing the placement of a question on the official ballot for the General Election to be conducted November 4, 2014, concerning a proposition authorizing Beaufort County to issue General Obligation Bonds to acquire lands for preservation purposes and to pay certain costs and debt service related thereto. The vote: YEAS - Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. NAYS – Mrs. Bensch. The motion passed.

TEXT AMENDMENTS TO THE BEAUFORT COUNTY CODE, ARTICLE V, SECTION 46-151 THROUGH SECTION 46 – 163 OF THE HAZARDOUS MATERIALS ORDINANCE

The Chairman opened a public hearing at 6:34 p.m. for the purpose of receiving public comment text amendments to the Beaufort County Code, Article V, Section 46-151 through Section 46–163 of the Hazardous Materials Ordinance. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:35 p.m.

It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Council approve on third and final reading text amendments to the Beaufort County Code, Article V, Section 46-151 through Section 46–163 of the Hazardous Materials Ordinance. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AN ORDINANCE TO REGULATE UNFIT DWELLINGS AND UNSAFE BUILDINGS WITHIN THE UNINCORPORATED AREAS OF BEAUFORT COUNTY, TO PROVIDE FOR THE ENFORCEMENT THEREOF, AND MATTERS RELATED THERETO

The Chairman opened a public hearing at 6:36 p.m. for the purpose of receiving public comment on an ordinance to regulate unfit dwellings and unsafe buildings within the unincorporated areas of Beaufort County, to provide for the enforcement thereof, and matters related thereto. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:37 p.m.

It was moved by Mr. Dawson, seconded by Mr. Fobes, that Council approve on third and final reading an ordinance to regulate unfit dwellings and unsafe buildings within the unincorporated areas of Beaufort County, to provide for the enforcement thereof, and matters related thereto. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AN ORDINANCE AUTHORIZING BEAUFORT COUNTY TO SELL THREE REAL PROPERTIES IDENTIFIED AS: 429 BROAD RIVER BOULEVARD, BEAUFORT, R100 028 00A 0252 0000; 1603 IVY LANE, BEAUFORT, R120 008 000 0210 0000; AND LEROY E. BROWN MEDICAL CENTER, 41 BALL PARK ROAD, ST. HELENA ISLAND, R300 016 000 183A 0000

The Chairman opened a public hearing at 6:37 p.m. for the purpose of receiving public comment on an ordinance authorizing Beaufort County to sell three real properties identified as: 429 Broad River Boulevard, Beaufort, R100 028 00A 0252 0000; 1603 Ivy Lane, Beaufort, R120 008 000 0210 0000; and Leroy E. Brown Medical Center, 41 Ball Park Road, St. Helena Island, R300 016 000 183A 0000. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:38 p.m.

It was moved by Mr. McBride, as Community Services Committee Chairman (no second required), that Council approve on third and final reading an ordinance authorizing Beaufort County to sell three real properties identified as: 429 Broad River Boulevard, Beaufort, R100 028 00A 0252 0000; 1603 Ivy Lane, Beaufort, R120 008 000 0210 0000; and Leroy E. Brown Medical Center, 41 Ball Park Road, St. Helena Island, R300 016 000 183A 0000. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AN ORDINANCE TO PROVIDE AN APPROPRIATION FROM THE LOCAL ACCOMMODATIONS TAX FUND TO THE SANTA ELENA FOUNDATION IN THE AMOUNT OF \$75,000

The Chairman opened a public hearing at 6:38 p.m. for the purpose of receiving public comment on an ordinance to provide an appropriation from the Local Accommodations (3%) Tax fund to the Santa Elena Foundation in the amount of \$75,000. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:39 p.m.

It was moved by Mr. Flewelling, seconded by Mr. Caporale, that Council approve on third and final reading an ordinance to provide an appropriation from the Local Accommodations (3%)

Tax fund to the Santa Elena Foundation in the amount of \$75,000. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA, 1976, AS AMENDED*

The Chairman opened the first of two required public hearings at 6:43 p.m. for the purpose of receiving public comment on an ordinance to approve a Development Agreement between Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, and the County of Beaufort, South Carolina pursuant to Section 6-31-30 of the *Code of Laws of South Carolina, 1976, as amended*. After calling three times for public comment and receiving none, the Chairman declared the hearing closed at 6:44 p.m.

It was moved by Mr. Flewelling (no second required), that Council approve on second reading an ordinance to approve a Development Agreement between Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, and the County of Beaufort, South Carolina pursuant to Section 6-31-30 of the *Code of Laws of South Carolina, 1976, as amended*. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, Mr. Sommerville, Mr. Stewart, Mr. Vaux and Ms. Von Harten. The motion passed.

COUNTY ADMINISTRATOR'S REPORT

The County Channel / Broadcast Services

Mr. Gary Kubic, County Administrator, stated The County Channel has all programs, events and meetings available to watch online, on-demand at www.bcgov.net. The County Channel aired its annual Hurricane episode of Coastline last week. Guests included Capt. Neil Baxley, Emergency Management Director, Mrs. Tallulah Trice, Director, Animal Services Department; and Mr. Jeff Althoff, Lowcountry Insurance Services. A variety of issues were discussed during the episode, including what evacuation route should be taken based on your address, what preparations should be made for your pet, and how your Smartphone can be used to help your insurance agent. Coastline airs Thursday nights at 8:00 p.m.

The County Channel is updating its “Night Skies” videos with a four-part series based on the seasons. The episodes, hosted by Kristen Mattson, will focus on which constellations are visible during different times of the year. We have great visibility and very low light pollution in Beaufort County, and that results in excellent opportunities for stargazing. This series has been used as a teaching guide in Beaufort County Schools.

DEPUTY COUNTY ADMINISTRATION BRYAN HILL / ACCEPTANCE OF POSITION OF COUNTY ADMINISTRATOR IN JAMES CITY COUNTY, VIRGINIA

Mr. Gary Kubic, County Administrator, announced that Mr. Bryan J. Hill, Deputy County Administrator, has accepted the position of County Administrator in James City County, Virginia. Mr. Hill expects to begin with James City County, Monday, September 8, 2014. On behalf of the Administration, we wish Bryan all the best in his new position and, will miss his expertise and leadership skills.

PUBLIC COMMENT

The Chairman recognized Mr. Jim Minor, a resident of Seabrook Point subdivision, who asked Council to hold the B/J Water and Sewer Authority accountable to make a report to Council of how many pockets/communities that do not have adequate fire hydrants, water and sewer. “Why does not the Burton Fire District, that services a rural area, have a fire tanker truck?”

Mrs. Margaret Bukkosy, a resident of Seabrook Point subdivision, encouraged Council to adopt a mandatory water connection policy to all residents of Beaufort County.

ADJOURNMENT

Council adjourned at 7:00 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

ATTEST _____
Suzanne M. Rainey, Clerk to Council

Ratified:



Memorandum

DATE: August 22, 2014

TO: County Council

FROM: Gary Kubic, County Administrator *Gary Kubic*

SUBJ: County Administrator's Progress Report

The following is a summary of activities that took place August 11, 2014 through August 22, 2014:

August 11, 2014

- Employee orientation
- Meeting with Sheriff P.J. Tanner
- Compensation Subcommittee of Finance Committee
- Caucus
- County Council

August 12, 2014

- Staff meeting with Deputy County Administrator Bryan Hill and County Attorney Josh Gruber re: Modifications to fee ordinances / waivers / fee revisions
- Meeting with Arthur Middleton and PALS staff re: Community Centers
- Staff meeting re: Library Hiring Practices / Attorney General Opinion

August 13, 2014

- Meeting with Dick Stewart of 303 Associates
- Meeting with staff and Library Board of Trustees representatives re: Library Director / Hiring Practices / Budget / Attorney General Opinion

August 14, 2014

- Meeting with Town of Hilton Head Island and County Engineering staffs re: Windmill Harbour safety proposal

COUNTY COUNCIL
August 22, 2014
Page 2

August 15, 2014

- Meeting with Bryan Hill, Deputy County Administrator, and Scott Marshall, Director of Parks and Leisure Services re: PALS progress report
- Staff meeting re: Assessment of PALS recreation activities on Hilton Head Island

August 18, 2014

- Employee orientation
- Finance Committee meeting
- Public Facilities Committee meeting

August 19, 2014

- Bluffton Office hours
- Meeting with Nancy Schilling and Tony Mills re: Coastal Kingdom

August 20, 2014

- Agenda review with Chairman, Vice Chairman and Executive Staff re: Review draft agenda for August 25, 2014 Council meeting
- Meeting with Bryan Hill, Deputy County Administrator, and Eric Larson, Stormwater Engineer re: Stormwater issues
- Bimonthly meeting with Ed Hughes, County Assessor
- Meeting with Senator Tom Davis and County Attorney Josh Gruber
- Meeting with Ernie Lindblad re: Windmill Harbour

August 21, 2014

- Staff meeting with Bryan Hill, Deputy County Administrator; Josh Gruber, County Attorney; and Daniel Morgan, Director of MIS re: Central IT support
- Follow-up conference call with staff re: SC Work Ready Community Program
- Walk-through of potential Buckwalter dog park sites with staff

August 22, 2014

- Follow-up meeting re: Hilton Head Island PALS programming
- Conference call with Josh Gruber, County Attorney, and Jon Rembold, Director of Airports re: Status / airport projects



Memorandum

DATE: August 22, 2014
TO: County Council
FROM: Bryan Hill, Deputy County Administrator
SUBJECT: Deputy County Administrator's Progress Report

The following is a summary of activities that took place August 11, 2014 through August 22, 2014:

August 11, 2014 (Monday):

- Meet with Bluffton Fire District
- Meet with Mark Roseneau, Public Facilities Director
- County Council

August 12, 2014 (Tuesday):

- Meet with Eddie Bellamy, Public Works Director
- Meet with Gary Kubic, County Administrator
- Attend Waiver Language Modifications to Fee Ordinances Meeting
- Attend Scott & Coosaw Centers Future Meeting
- Meet with Marc Orlando, Town of Bluffton
- Attend Library Hiring Past Practices Meeting

August 13, 2014 (Wednesday)--Bluffton:

- Bluffton Hours

August 14, 2014 (Thursday)--Bluffton:

- Bluffton Hours
- Attend Library Meeting

August 15, 2014 (Friday):

- Visit Detention Center
- Meet with Gary Kubic, County Administrator and Scott Marshall, PALS Director
- Meet with Island Recreation Representatives
- Meet with Gary Kubic, County Administrator and Eric Larson, Stormwater Director

August 18, 2014 (Monday):

- Meet with Jon Rembold, Airports Director
- Meet with Alicia Holland, CFO
- Meet with Mark Roseneau, Public Facilities Director
- Meet with Jerry Stewart, Councilman
- Finance Committee
- Public Facilities Committee

August 19, 2014 (Tuesday)--Bluffton:

- Bluffton Hours
- Meet with Gary Kubic, County Administrator

August 20, 2014 (Wednesday):

- Meet with Suzanne Gregory, Employee Services
- Agenda Review
- Meet with Gary Kubic, County Administrator
- Meet with Gary Kubic, County Administrator and Eric Larson, Stormwater Director
- Meet with Colin Kinton, Traffic Engineer
- Meet with Phil Foot, Public Safety Director
- Meet with Suzanne Gregory, Employee Services

August 21, 2014 (Thursday):

- Attend Staff Meeting with Gary Kubic, Administrator, Dan Morgan, MIS/GIS Director and George Wright, MIS
- Conference Call re: SC Work Ready Community Follow-up
- Attend Walk Through of Buckwalter Dog Park Site

August 22, 2014 (Friday):

- Meet with Fred Leyda, Together for Beaufort
- Attend Island Recreation Follow-up Meeting
- Attend Detention Center Director Interview

FINANCE COMMITTEE

August 18, 2014

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Finance Committee met Monday, August 18, 2014 beginning at 2:00 p.m. in the Building 3 Conference Room, Beaufort Industrial Village, located at 104 Industrial Village Road, Beaufort.

ATTENDANCE

Chairman Rick Caporale, Vice Chairman Steven Fobes and members Brian Flewelling, William McBride, Paul Sommerville, Stu Rodman and Jerry Stewart. Non-Committee members Cynthia Bensch, Gerald Dawson and Laura Von Harten present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County staff: Morris Campbell, Division Director-Community Services; Joshua Gruber, County Attorney; Bryan Hill, Deputy County Administrator; Alicia Holland, Chief Financial Officer; Gary Kubic, County Administrator; Dan Morgan, MIS Director; Dave Thomas, Purchasing Director; and Wlodek Zaryczny, Library Director.

City of Beaufort: Lauren Kelly, Project Development Planner; Billy Keyserling, Mayor; and Kathy Todd, Finance Director.

School District: Jeffrey Moss, Superintendent; and Phyllis White, School District Chief Operational Services Officer.

Library Board: Joseph Bogacz, Peggy Martin, Jean Morgan, and Anna Marie Tabernik.

Public: Alice Howard.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce and Zach Murdaugh, *Beaufort Gazette/Island Packet*.

Councilman Caporale chaired the meeting.

ACTION ITEMS

1. Consideration of Contract Renewals / NWN Corporation (> \$100,000)

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to NWN Corporation for a Smartnet license. It is a three-year contract with an end date of August 31, 2016. This is a state contract. The cost is as follows: \$72,470 in the amount of FY 2015, \$86,964 for FY 2016, and \$14,493 for FY 2017. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

Motion: It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee approve and recommend Council award a contract renewal to NWN Corporation, Greensboro, North Carolina, for a Smartnet license in the amount of \$173,000. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

Recommendation: Council award a contract renewal to NWN Corporation, Greensboro, North Carolina, for a Smartnet license in the amount of \$173,000. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

2. Consideration of Contract Renewals / Manatron, Inc. (> \$100,000)

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to Manatron, Inc. for annual maintenance and support for the property tax software used by the Treasurer, Assessor, and Auditor Departments. The cost is \$163,630 for FY 2015. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

Motion: It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee approve and recommend Council award a contract renewal to Manatron, Inc., Chicago, Illinois for annual maintenance and support for the property tax software used by the Treasurer, Assessor, and Auditor Departments in the amount of \$163,630. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

Recommendation: Council award a contract renewal to Manatron, Inc., Chicago, Illinois for annual maintenance and support for the property tax software used by the Treasurer, Assessor, and Auditor Departments in the amount of \$163,630. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

3. Consideration of Contract Renewals / CompuCom (> \$100,000)

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to CompuCom to provide Microsoft license support. This is a state contract. The cost is \$139,468 for FY 2015. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

Motion: It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee approve and recommend Council award a contract renewal to state vendor CompuCom, Dallas, Texas is to provide Microsoft license support in the amount of \$139,468. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

Recommendation: Council award a contract renewal CompuCom, Dallas, Texas to provide Microsoft license support in the amount of \$139,468. Funding for this renewal will come from account 10001150-51110, Maintenance Contracts.

4. Discussion / Bailey Bill

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mayor Billy Keyserling, City of Beaufort, provided an overview of this item to the Committee and introduced Mrs. Lauren Kelly, Project Development Planner, to provide the Committee with a PowerPoint presentation. The presentation included an overview of the State Enabling Legislation for local municipalities and the Bailey Bill. The City of Beaufort (City) is proposing a ten-year property assessment freeze for an improvement over 75% of the fair market value of the building. In order to qualify, a building must be located within the Beaufort Historic District, either at least 50 years old, or otherwise, listed on the 1997 Beaufort County Above Ground Historic Sites Survey. A map of vacant/abandoned/watchlist buildings in the Historic District was provided. The Bailey Bill is needed due to the following reasons:

- The City currently has 43 dilapidated properties on the Vacant/Abandoned list and an additional 20 on a watchlist
- Over the past ten years, the City has averaged less than two substantially rehabilitated vacant buildings per year
- Over the past 5 years, 20 demolitions have occurred in the Historic Districts

All of that is an average of two demolitions for every one rehabilitated, which needs to be resolved. An overview of the case studies on vacant buildings, rehabilitated buildings, and

building comparisons was provided to the Committee for review. The Bailey Bill will have a direct benefit. For the current 6% residential properties studied, vacant/abandoned buildings pay an average of \$204 per building annually in total County taxes, while a rehabilitated building pays an average of \$514 per building annually. That is a difference of \$310 per building or 153%.

Vacant buildings can reduce surrounding property values. She provided an overview of the potential benefits of selected examples.

Mrs. Kathy Todd, Finance Director, spoke before the Committee on the financial aspect of the Bailey Bill. A spreadsheet shows the total number of eligible properties classified between technical, realistically, and primarily targeted. The project will increase 53% of county property tax revenue on average. A diagram of the potential impact on the taxable assessed value was provided to the Committee. Mrs. Todd reviewed that the additional benefits of the Bailey Bill includes the following:

- Improve the condition of dilapidated buildings
- Encourage adjacent development and redevelopment which increases overall economic tax base
- Increase population, which has a positive impact on consumer-based sales tax
- Reverses the trend of declining property values

Main motion: It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Finance Committee approve and recommend Council approve on first reading, by title only, an ordinance adopting the Bailey Bill, providing for special property tax assessment for rehabilitating historic properties; and other matters related thereto. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman, and Mr. Stewart. The motion passed.

Recommendation: Council approve on first reading, by title only, an ordinance adopting the Bailey Bill; providing for special property tax assessment for rehabilitated historic property; and other matters related thereto.

INFORMATION ITEMS

5. Consideration of Contract Renewal / Munis Tyler Technologies (< \$100,000)

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to Munis Tyler Technologies to provide support and update licensing. The cost is \$81,444 for FY 2015. Funding will come from the following Maintenance Contract accounts, 10001111-51110, 10001116-51110, 10001134/2001/2002/2010-51110, 10001150-51110, 10001160-51110, and 10001260-51110.

Motion: It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee award a contract renewal to Munis Tyler Technologies, Inc., to provide support and update licensing. The cost is \$81,444 for FY 2015. Funding will come from the following Maintenance Contract accounts, 10001111-51110, 10001116-51110, 10001134/2001/2002/2010-51110, 10001150-51110, 10001160-51110, and 10001260-51110. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

Status: Committee awarded a contract renewal to Munis Tyler Technologies, Inc. to provide support and update licensing. The cost is \$81,444 for FY 2015. Funding will come from the following Maintenance Contract accounts, 10001111-51110, 10001116-51110, 10001134/2001/2002/2010-51110, 10001150-51110, 10001160-51110, and 10001260-51110.

6. Consideration of Contract Renewal / New Vision System Corp. (< \$100,000)

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this contract renewal with the Committee. This is a contract renewal to New Vision System Corporation for real property software. The cost is \$51,028 for FY 2015. The contract cost \$51,028 for FY 2014. Funding will come from account 10001122-51110, Maintenance Contracts.

Motion: It was moved by Mr. Flewelling, seconded by Mr. McBride, that Finance Committee approve a contract renewal to New Vision System Corporation, New Canaan, Connecticut, for real property software. The cost is \$51,028 for FY 2015. The contract cost \$51,028 for FY 2014. Funding will come from account 10001122-51110, Maintenance Contracts. The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

Status: Finance Committee awarded a contract renewal to New Vision System Corporation, New Canaan, Connecticut, for real property software. The cost is \$51,028 for FY 2015. The contract cost \$51,028 for FY 2014. Funding will come from account 10001122-51110, Maintenance Contracts.

7. Presentation / Beaufort County School District

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Jeffrey Moss, Superintendent, is asking County Council to appropriate the millage rate necessary to generate the flat dollar amount Council approved in June. The District has structured its budget around the budget amount approved by County Council. If the rate stays as is, will required the District use \$4.0 million of fund balance. They had to use \$2.0 million of fund balance in FY 2014.

Mrs. White, Chief Financial Officer, stated when Council adopted the School District budget June 23, 2014, the millage rate was set at 101.70 to achieve a revenue amount of \$114,868,815. However, as of today 101.70 mills will generate \$110,900,000 based on a 100% collection rate, the switch from 6% to 4% property owners and uncollected amounts. Effective this date, Mrs. White has determined the District will need 105.6 mills; Mrs. Alicia Holland, County Chief Financial Officer, estimate is 105.2 mills.

Mr. Flewelling feels information should be provided prior to a meeting in order to allow Council adequate time to review the information.

Mrs. Alicia Holland, Chief Financial Officer, clarified she sent an email today that contained information on mills to provide an update to all of the taxing districts. It is not directly related to this agenda item.

Mr. Gruber, County Attorney, addressed how this item could be approached and whether or not it would require three readings. The budget was adopted June 23, 2014; therefore, in order to amend the budget ordinance, it would require three readings and a public hearing.

Mr. Caporale said the technical problem is the collection rate and the movement from 6% to 4% property owners. Regarding the School District's fund balance, we need to think about whether or not we want to do something about this and look into the possibility of a formula for the future.

Mr. McBride feels Council should set the millage rate that will generate the dollar amount approved in the ordinance.

Mr. Caporale is proposing the Finance Committee meet August 25, 2014 to continue discussion and possibly a recommendation on this item.

Mr. Kubic stated there would never be an absolute number.

Motion: It was moved by Mr. McBride, seconded by Mr. Rodman, that Finance Committee approve and recommend Council use new data for generation of millage to appropriate the \$114,868,815 approved for FY 2015 School District budget.

Motion to postpone: It was moved by Mr. Flewelling, that Finance Committee postpone this item until a later date. The motion died for lack of a second.

Vote on the motion: The vote: YEAS – Mr. Caporale, Mr. Flewelling, Mr. Fobes, Mr. McBride, Mr. Rodman and Mr. Stewart. The motion passed.

Recommendation: Council use new data for generation of millage to appropriate the \$114,868,815 approved for FY 2015 School District budget. This item will be discussed at August 25, 2014 Finance Committee meeting.

8. Library Board Presentation / FY2015 Budget

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mrs. Anna Marie Tabernik, Library Board member, provided the Committee with a PowerPoint presentation. The FY 2015 budget appropriations were set at the same rate as FY 2014. In FY 2014, the libraries only operated at 40 hours a week. The libraries are now operating 50 hours. She provided three scenarios as to what could happen with the current approved budget. These include having a shortfall that will not allow expenses to be covered, the laying off staff, or a mid-year increase from County Council, as well as additional cuts to programs, projects and liaisons. Library administration agrees that the current schedule cannot be maintained in the FY 2015 approved budget. There are three choices: (i) run a deficit through June 2015, (ii) receive a mid-year appropriation of \$330,000 in additional funds, and (iii) revert to 40 hours at all branches with the current budget.

Mr. Joe Bogacz, Library Board member, provided the Committee an overview of two different scenarios.

Mr. Rodman stated the actual expected when the budget was approved a year ago was \$3.7 million. The projected now is \$3.9 million. If Council were to provide an increase of \$330,000, that would make the budget exceed projections.

Mr. Bogacz stated the numbers presented are Munis numbers and excludes the benefits pool, etc.

Mr. Eisenman, Financial Analyst, said these are called pool benefits and the funds are grouped together rather than individually. The Library portion of the benefits is a part of their budget. Special Revenue has been taken out of the General Fund and put into a special fund for the Library. It is approximately \$202,000. This information will be presented to the Library Board next month.

Mr. Fobes said if you look at the total requested column, it assumes a spending of \$350,000 of library materials. If you cut that portion, then it will level out.

Mrs. Tabernik said the state aid is for support, not supplant.

Mr. Fobes pointed out, there are currently six vacancies, as well as the fact that the Director salary will not be funded for upwards of six months. Those dollars will make up approximately two-thirds of the requested amount.

Mr. Flewelling wants to know what services the Library would like Council to cut in order to fund the libraries further.

Ms. Tabernik stated they are before Council to demonstrate the options available and the situation at hand.

Mr. Kubic said he asked the Library Board to revise the Director's job description as well as the other positions, identify essential versus non-essential staff, and develop a plan that is accommodating and flexible. In trying to recover a value of 40 positions, there are challenges of replacing certain positions. This same task is being conducted by the Public Works, Assessor Parks and Leisure Services Departments. Those four departments have a larger number of employees.

Status: Information only. No action required.

DRAFT

PUBLIC FACILITIES COMMITTEE

August 18, 2014

The electronic and print media duly notified in accordance with the State Freedom of Information Act.

The Public Facilities Committee met Monday, August 18, 2014 at 4:00 p.m., in the Conference Room of Building 3, Beaufort Industrial Village, 104 Industrial Village Road, Beaufort, South Carolina.

ATTENDANCE

Chairman Gerald Dawson, Vice Chairman Steven Fobes and members Cynthia Bensch, Rick Caporale, Brian Flewelling, William McBride and Jerry Stewart present. Non-Committee member Paul Sommerville and Laura Von Harten present. (Paul Sommerville, as County Council Chairman, serves as an *ex-officio* member of each standing committee of Council and is entitled to vote.)

County Staff: Eddie Bellamy, Public Works Director; David Coleman, Capital Improvement Program Manager; Joshua Gruber, County Attorney; Bryan Hill, Deputy County Administrator; Alicia Holland, Chief Financial Officer; Colin Kinton, Traffic/Transportation Engineer; Gary Kubic, County Administrator; Eric Larson, Stormwater Engineer; Scott Marshall, Parks and Leisure Services Director; Rob McFee, Division Director—Engineering and Infrastructure; and Dave Thomas, Purchasing Director.

Public: Chief John Thompson, Bluffton Township Fire District; Ed Modzelewski, Chairman, Applied Technology & Management; and Tony Maglione, Vice President, Applied Technology & Management.

Media: Joe Croley, Hilton Head Island-Bluffton Chamber of Commerce, and Zach Murdock, *The Island Packet / The Beaufort Gazette*.

Mr. Dawson chaired the meeting.

ACTION ITEMS

1. Drainage Easement Acquisition Policy

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Eric Larson, Stormwater Engineer, presented a Standard Operating Procedure for the acquisition of all drainage easements and maintenance of the stormwater system.

Motion: It was moved by Mrs. Bensch, seconded by Mr. Fobes, that Committee recommend Council adopt the Standard Operating Procedure for the acquisition of all drainage easements and maintenance of the stormwater system. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride and Mr. Stewart. ABSTAIN – Mr. Flewelling. The motion passed.

Recommendation: Council adopt the Standard Operating Procedure for the acquisition of all drainage easements and maintenance of the stormwater system.

2. Consideration of Contract Award / Buckwalter Regional Park Community Center Phase 2 Expansion Design Build Project

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. Beaufort County issued a request for proposal from qualified firms to design and build the Phase 2 Expansion of Buckwalter Park Community Center. Phase 2 consists of a double gymnasium with two full basketball courts with a sky track, weight room, two racquetball courts, two multipurpose rooms, two indoor batting cages, equipment/support area, and common area to provide connectivity and circulation. Staff is recommending a contract award to Mashburn Construction Company, Inc., Charleston, South Carolina to design and build the Phase 2 Expansion in the amount of \$6,100,000. Funding would come from Bluffton Parks and Leisure Services impact fees.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee recommend that Council award a contract to Mashburn Construction Company, Inc., Charleston, South Carolina to design and build the Phase 2 Expansion in the amount of \$6,100,000. Funding would come from Bluffton Parks and Leisure Services impact fees. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

Recommendation: Council award a contract to Mashburn Construction Company, Inc., Charleston, South Carolina to design and build the Phase 2 Expansion in the amount of \$6,100,000. Funding would come from Bluffton Parks and Leisure Services impact fees.

3. Consideration of Contract Award / Government Complex Parking Lot Stormwater Retrofit Project

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Eric Larson, Stormwater Engineer, presented this item to the Committee. This project provides a highly visible location to create a stormwater demonstration venue illustrating the use of best management practices (BMP) required in the County Stormwater

Manual to improve the water quality in our local marshes and estuaries. The project involves the installation of 18,072 square feet of permeable clay pavers and 3,152 square feet of rain gardens, along with the associated infrastructure including curbs, landscape and irrigation. Staff is recommending a contract award to JS Construction, Bluffton, South Carolina in the amount of \$299,653 for the County Government Complex parking lot stormwater retrofit.

Motion: It was moved by Mr. Flewelling, seconded by Mrs. Bensch, that Committee recommend to Council an award of contract to JS Construction, Bluffton, South Carolina in the amount of \$299,653 for the County Government Complex parking lot stormwater retrofit. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

Recommendation: Council award a contract to JS Construction, Bluffton, South Carolina in the amount of \$299,653 for the County Government Complex parking lot stormwater retrofit.

4. An Ordinance Authorizing the Bluffton Township Fire District to Give and Receive Mutual Access Easements with the Beaufort County School District

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Josh Gruber, County Attorney, reviewed this item with the Committee. The County has received a request from the Bluffton Township Fire District Board to authorize them to give and receive mutual ingress and egress easements with the School District for the Davis Road campus. They are looking to exchange easements with the School District to obtain access to the site once it goes into the construction stage. The mutually shared access road serves both the Fire District and school bus entrance, not the public entrance.

Motion: It was moved by Mr. McBride, seconded by Mr. Fobes, that Council approve on first reading an ordinance authorizing the Bluffton Township Fire District to give and receive Mutual Access Easements with the Beaufort County School District. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

Recommendation: Council approve on first reading an ordinance authorizing the Bluffton Township Fire District to give and receive Mutual Access Easements with the Beaufort County School District.

5. An Ordinance Establishing, Developing and Constructing Multi-Use Recreation Trails and Restricting the Use Thereof to Non-Motorized Activities

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Josh Gruber, County Attorney, stated the County is establishing, developing and constructing multi-use recreational trails for the intended use of non-motorized activities such as walking, jogging, inline skating, rollerblading, skateboarding and bicycling. In order to provide for the safe use of these trails, it is necessary to adopt an ordinance regulating the use of these activities.

Motion: It was moved by Mr. Flewelling, seconded by Mr. McBride, that Council approve on first reading an ordinance establishing, developing and constructing multi-use recreation trails and restricting the use thereof for non-motorized activities. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

Recommendation: Council approve on first reading an ordinance establishing, developing and constructing multi-use recreation trails and restricting the use thereof for non-motorized activities.

INFORMATION ITEMS

6. Consideration of Contract Renewal / Unifirst Rental Uniform Service (< \$100,000)

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract renewal to Unifirst Corporation to provide uniform services for various departments: Public Works, Facilities Management, Solid Waste, Mosquito Control and Stormwater Management. This is a unit price control. The FY 2015 estimated cost is \$60,000. Funding would come from Uniforms accounts 10001301-50250, 10001302-52050, 10001311-52050, 10001312-52050, 10001320-51050, 10001321-52050, 10001340-52050, 10001343-52050, 1000-1344-52050; 10001345-52050, 10001347-52050, 10001348-52050, 10001400-52050, and 50150011-52050.

Motion: It was moved by Mr. Fobes, seconded by Mrs. Bensch, that Committee award a contract to Unifirst Corporation in the amount of \$60,000 to provide uniform services for various departments: Public Works, Facilities Management, Solid Waste, Mosquito Control and Stormwater Management. This is a unit price control. The FY 2015 estimated cost is \$60,000. Funding would come from Uniforms accounts 10001301-50250, 10001302-52050, 10001311-52050, 10001312-52050, 10001320-51050, 10001321-52050, 10001340-52050, 10001343-52050, 1000-1344-52050; 10001345-52050, 10001347-52050, 10001348-52050, 10001400-52050, and 50150011-52050. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

Status: Committee awarded a contract to Unifirst Corporation in the amount of \$60,000 to provide uniform services for various departments: Public Works, Facilities Management, Solid Waste, Mosquito Control and Stormwater Management. This is a unit price control. The

FY 2015 estimated cost is \$60,000. Funding would come from Uniforms accounts 10001301-50250, 10001302-52050, 10001311-52050, 10001312-52050, 10001320-51050, 10001321-52050, 10001340-52050, 10001343-52050, 1000-1344-52050; 10001345-52050, 10001347-52050, 10001348-52050, 10001400-52050, and 50150011-52050.

7. Status / Stormwater Utility Related to Pending MS4 Implementation

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Eric Larson, Stormwater Engineer, introduced the Municipal Separate Storm Sewer System (MS4) water quality program. As background, the United States Environmental Protection Agency's (EPA) Clean Water Act (CWA) was enacted in 1972 to address degrading water quality nationwide. The CWA addresses both point source and non-point source pollution. Stormwater is considered a non-point source of pollution since pollutants come from many sources, not just a single facility. In 1999, Phase I implementation of the non-point source program focused on MS4s with population over 100,000. Phase II started in 2003 and the "bar was lowered" to communities with 50,000 population or urban density thresholds. As a result of the 2010 U.S. Census, portions of southern Beaufort County met the density and population threshold and became designated as a MS4 by DHEC.

The coverage area roughly overlaps the Towns of Bluffton and Hilton Head Island with fragmented areas of unincorporated Beaufort County. More significantly, the MS4 boundary will not include the urbanized clusters "north of the Broad River," specifically the Town of Port Royal and the City of Beaufort. The Sun City urbanized cluster is also not included. The County maintains roads and storm sewer infrastructure that exists throughout the limits of the Towns of Bluffton and Hilton Head Island, resulting in an interwoven MS4 boundary of the County.

The MS4 Program will require new programs and activities that we will have to implement. The CWA and the DHEC MS4 General Permit defines a Stormwater Management Plan (SWMP) that addresses six Minimum Control Measures (MCM). They include:

- Public Education
- Public Outreach and Involvement
- Illicit Discharge, Detection, and Elimination (IDDE)
- Construction Run-Off
- Post Construction Best Management Practices (PC-BMP)

With the implementation of the MS4 permit, our monitoring efforts will increase. We will use the system mapping to identify our outfalls into the Waters of the State and establish a dry and wet weather-sampling plan. Our list of constituents of concern will grow and monitoring will involve field-testing in addition to, sampling and lab analysis.

The Stormwater Utility has been very successful since its formation. MS4 marks the next milestone for Beaufort County.

Status: Information only.

8. Update / Malphrus Road / Bluffton Parkway Intersection Estimate

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Rob McFee, Engineering and Infrastructure Division-Director, reviewed this item with the Committee. This item deals with the undulation and the attenuation between Malphrus Road and Bluffton Parkway 5A. The Preferred Materials quote is \$59,730 and Cleland Site Prep is \$81,816. This scope of work is to mill and replace the portion of Malphrus Road and Bluffton 5A overlap in order to maintain drainage as well as to make the ride more user-friendly. Because of the dollar amount of the improvements, this project will need to be advertised for bid.

Status: Information only.

9. Consideration of Contract Award / Stormwater Consulting for Engineering Services

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. This is a contract award to assist the Stormwater Management Department with its programs and projects. The proposal requested that the vendor's consultants oversee, design, development and/or manage the department's various projects and program for the term of one year with the option to renew every year for four consecutive years. The Evaluation Committee selected and ranked Applied Technology & Managements, Inc. the number one firm. The yearly cost is \$50,000. Funding would come from account 52050011-51160, Stormwater Utility Fund, Professional Services.

Motion: It was moved by Mrs. Bensch, seconded by Mr. Fobes, that Committee award a contract to Applied Technology & Managements, Inc., Okatie, South Carolina to assist the Stormwater Management Department with its programs and projects. The yearly cost is \$50,000. Funding would come from account 52050011-51160, Stormwater Utility Fund, Professional Services. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Fobes, Mr. McBride and Mr. Stewart. NAYS – Mr. Flewelling. The motion passed.

Status: Committee awarded a contract to Applied Technology & Managements, Inc., Okatie, South Carolina to assist the Stormwater Management Department with its programs and projects. The yearly cost is \$50,000. Funding would come from account 52050011-51160, Stormwater Utility Fund, Professional Services.

10. Consideration of Contract Award / Burton Wells Regional Park Recreation Center Vestibule Improvements

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Dave Thomas, Purchasing Director, reviewed this item with the Committee. The County received bids from two firms for vestibule improvements at the Burton Wells Regional Park. The scope of improvements includes creation of a service window, reconfigured lobby area to provide access control, access control system, ADA door operators, security system improvements, and office remodeling. Staff is recommending contract awards as follows: (i) Patterson Construction Company in the amount of \$71,588.71 for vestibule improvements, (ii) Encore Technology group via state contract in the amount of \$91,025.69 for an access control system and door operators, and (iii) a budget of \$2,500 for security improvements. Additionally, recommend approval of a 10% project contingency for a total project budget of \$181,625.84.

Motion: It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee award contracts to: (i) Patterson Construction Company in the amount of \$71,588.71 for vestibule improvements, (ii) Encore Technology group via state contract in the amount of \$91,025.69 for an access control system and door operators, and (iii) a budget of \$2,500 for security improvements. Additionally approve a 10% project contingency for a total project budget of \$181,625.84. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

Status: Committee awarded contracts as follows: (i) Patterson Construction Company in the amount of \$71,588.71 for vestibule improvements, (ii) Encore Technology group via state contract in the amount of \$91,025.69 for an access control system and door operators, and (iii) a budget of \$2,500 for security improvements. Additionally approve a 10% project contingency for a total project budget of \$181,625.84.

11. Bluffton Parkway 5A Flyover Color Options

Notification: To view video of full discussion of this meeting please visit http://beaufort.granicus.com/ViewPublisher.php?view_id=2

Discussion: Mr. Colin Kinton, Transportation/Traffic Engineer, presented various paint color palettes for use on the steel beams of the Bluffton Parkway 5A Flyover.

Status: Committee members selected paint color 35550 (light blue).

12. Executive Session

Motion: It was moved by Mr. Flewelling, seconded by Mr. Fobes, that Committee go immediately into executive session for the discussion of negotiations incidence to proposed contractual arrangements and proposed purchase of property. The vote: YEAS – Mrs. Bensch, Mr. Caporale, Mr. Dawson, Mr. Flewelling, Mr. Fobes, Mr. McBride and Mr. Stewart. The motion passed.

Status: No action required.

DRAFT



Quote

NWN Corporation
 7025 Albert Pick Rd Suite 302
 Greensboro NC 27409
 p: 336-294-0141
 REMIT TO:
 NWN Corporation

Date 8/11/2014
Quote # QT95752
Expires 7/24/2014
Sales Rep Roland, Stacy
TeleSales Rep
Project
Terms Net 30
Quote Title SMARTnet Renewal 2014-2016

Quote for:
 Finance Department
 Beaufort County Council - SC
 PO Drawer 1228
 Beaufort SC 29901-1228

Ship To:
 Information Systems
 Beaufort County Managemetn
 104 Ribaut Rd A.Horne Bldg
 Beaufort SC 29902

| Item | Qty | Description | Price | Amount |
|---------------|-----|--|-----------------|--------------|
| CON-ESW-1 | 1 | ****ESW/UCSS renewal Contract 93969041**** ESSENTIAL SW MAINT. RENEWAL | 12,906.95 | 12,906.95 |
| UCSS Coverage | 1 | Cisco Unified Communications Software Subscription | 26,441.47 | 26,441.47 |
| CON-SAS-1 | 1 | ****SAS Contract 93969042**** SmartNet SW App Support Package-Renewal | 6,214.66 | 6,214.66 |
| CON-SNT-1 | 1 | ****SNT Contract 93969052**** SmartNet 8x5xNBD-Renewal | 74,107.26 | 74,107.26 |
| CON-SNTP-1 | 1 | ****SNTP Contract 93969054**** SmartNet 24x7x4-Renewal Coverage co-termed to 8/31/2016 | 51,895.40 | 51,895.40 |
| | | | Subtotal | 171,565.74 |
| | | | Tax | 2,360.91 |
| | | | Total | \$173,926.65 |

Subject to NWN terms and conditions located at <http://www.nwnit.com/terms>

MANATRON

A Thomson Reuters Business

Please Remit Payment to:
 Manatron, Inc.
 PO Box 71275
 Chicago, IL 60694-1275
 Toll Free 1.866.471.2900

INVOICE

| | |
|-----------|-----------------|
| Invoice | INVC050417 |
| Date | 7/16/2014 |
| Page | 1 |
| Acct# | 4007000 |
| Reference | JUL24752A/19705 |

BILL TO:

BEAUFORT COUNTY ADMINISTRATION
 P.O. DRAWER 1228
 100 RIBAUT ROAD

 BEAUFORT SC 29901-1228

SHIP TO:

BEAUFORT COUNTY ADMINISTRATION
 P.O. DRAWER 1228
 100 RIBAUT ROAD

 BEAUFORT SC 29901-1228

| ITEM NO. | DESCRIPTION | QTY | UNIT PRICE | EXTENDED PRICE |
|--------------------|-------------|-----|-------------|----------------|
| PAPP-S | | 1 | \$31,921.85 | \$31,921.85 |
| GRM-TAX BILL-S | | 1 | \$93,211.84 | \$93,211.84 |
| PROPERTYMAX-S | | 1 | \$7,239.88 | \$7,239.88 |
| WEBHOSTPROPERTY-S | | 1 | \$4,022.15 | \$4,022.15 |
| PROPERTYMAX-DATA-S | | 1 | \$4,826.59 | \$4,826.59 |
| COLLECTMAX-S | | 1 | \$7,239.88 | \$7,239.88 |
| WEBHOSTCOLLECT-S | | 1 | \$3,968.85 | \$3,968.85 |
| COLLECTMAX-DATA-S | | 1 | \$4,826.59 | \$4,826.59 |
| GEOANALYST-S | | 1 | \$6,372.21 | \$6,372.21 |

FOR THE PERIOD OF 7/1/2014-6/30/2015

| | |
|--------------|---------------------|
| Subtotal | \$163,629.84 |
| Tax | \$0.00 |
| Total | \$163,629.84 |

**PLEASE REMIT ONE COPY WITH YOUR PAYMENT
 THANK YOU!**

2014 JUL 21 PM 2:39

MANATRON

A Thomson Reuters Business

Please Remit Payment to:
Manatron, Inc.
PO Box 71275
Chicago, IL 60694-1275
Toll Free 1.866.471.2900

INVOICE

| | |
|-----------|-----------------|
| Invoice | INVC050417 |
| Date | 7/16/2014 |
| Page | 1 |
| Acct# | 4007000 |
| Reference | JUL24752A/19705 |

BILL TO:

BEAUFORT COUNTY ADMINISTRATION
 P.O. DRAWER 1228
 100 RIBAUT ROAD

 BEAUFORT SC 29901-1228

SHIP TO:

BEAUFORT COUNTY ADMINISTRATION
 P.O. DRAWER 1228
 100 RIBAUT ROAD

 BEAUFORT SC 29901-1228

| ITEM NO. | DESCRIPTION | QTY | UNIT PRICE | EXTENDED PRICE |
|--------------------|-------------|-----|-------------|----------------|
| PAPP-S | | 1 | \$31,921.85 | \$31,921.85 |
| GRM-TAX BILL-S | | 1 | \$93,211.84 | \$93,211.84 |
| PROPERTYMAX-S | | 1 | \$7,239.88 | \$7,239.88 |
| WEBHOSTPROPERTY-S | | 1 | \$4,022.15 | \$4,022.15 |
| PROPERTYMAX-DATA-S | | 1 | \$4,826.59 | \$4,826.59 |
| COLLECTMAX-S | | 1 | \$7,239.88 | \$7,239.88 |
| WEBHOSTCOLLECT-S | | 1 | \$3,968.85 | \$3,968.85 |
| COLLECTMAX-DATA-S | | 1 | \$4,826.59 | \$4,826.59 |
| GEOANALYST-S | | 1 | \$6,372.21 | \$6,372.21 |

FOR THE PERIOD OF 7/1/2014-6/30/2015

| | |
|-----------------|---------------------|
| Subtotal | \$163,629.84 |
| Tax | \$0.00 |
| Total | \$163,629.84 |

**PLEASE REMIT ONE COPY WITH YOUR PAYMENT
 THANK YOU!**

MANATRON

A Thomson Reuters Business

Maintenance and Support Schedule and/or Note Schedule

For Internal Use Only
0019705
7/15/2014
MAN07ANN-Y

ACCT# 4007000

BEAUFORT COUNTY ADMINISTRATION
P.O. DRAWER 1228
100 RIBAUT ROAD

BEAUFORT SC 29901-1228

JULY-JUNE

| | | | |
|-------------------------|---|-----------|-----------|
| 1.00 SY | ANNUAL MAINTENANCE & SUPPORT | 0.00 | 0.00 |
| 1.00 PER | THE PERIOD 7/1/14-6/30/15 FOR | 0.00 | 0.00 |
| 1.00 CON | CONTRACT #SC2007.001.01 FOR | 0.00 | 0.00 |
| 1.00 PAPP-S | PROVAL PLUS SUPPORT | 31,921.85 | 31,921.85 |
| 1.00 GRM-TAX BILL-S | GRM Tax Bill&Collections Support | 93,211.84 | 93,211.84 |
| 1.00 GRM-CASHIERING-S | GRM Cashiering Support *Included* | 0.00 | 0.00 |
| 1.00 GRM-TAX ADMIN-S | GRM Records Admin Spt *Included* | 0.00 | 0.00 |
| 1.00 GRM-ASSMT ADMIN-S | GRM Assessment Admin Support *Included* | 0.00 | 0.00 |
| 1.00 GRM-PPC-S | GRM Personal Property Spt *Included* | 0.00 | 0.00 |
| 1.00 PROPERTYMAX-S | PROPERTYMAX SOFTWARE SUPPORT | 7,239.88 | 7,239.88 |
| 1.00 WEBHOSTPROPERTY-S | WEBHOSTING OF PROPERTY SITES | 4,022.15 | 4,022.15 |
| 1.00 PROPERTYMAX-DATA-S | PropertyMax Data Extract Spt | 4,826.59 | 4,826.59 |
| 1.00 COLLECTMAX-S | COLLECTMAX SOFTWARE SUPPORT | 7,239.88 | 7,239.88 |
| 1.00 WEBHOSTCOLLECT-S | WEBHOSTING FOR COLLECTMAX | 3,968.85 | 3,968.85 |
| 1.00 COLLECTMAX-DATA-S | CollectMax Data Extract Spt | 4,826.59 | 4,826.59 |
| 1.00 GEOANALYST-S | PV GeoAnalyst Support | 6,372.21 | 6,372.21 |

| | |
|--------------|-------------------|
| Subtotal | 163,629.84 |
| Tax | 0.00 |
| Total | 163,629.84 |

CompuCom

The Leading IT Outsourcing Specialist

CompuCom Systems, Inc.
7171 Forest Lane
Dallas, TX 75230

Quote # **5221637**
Quote Date: **5/22/2014**
Valid Through: **7/31/2014**

Client: Heather Haase
Beaufort County MIS
100 Ribaut Road
Beaufort, SC 29901
(843) 255-7020
hhaase@bcgov.net
Enrollment # **6504128** (7/01/2012 - 6/30/2015)

Prepared by:
David Williams
CompuCom Systems, Inc.
Software Solutions Specialist
704-307-4723 (O)
David.Williams@CompuCom.com

| Qty | Part # | Item Name | Offering | Level | Purchase Period | Unit Price | Extended Price |
|---|-----------|---|--------------|-------|-----------------------|------------|----------------|
| <i>Microsoft Enterprise Agreement - Year 3 Anniversary:</i> | | | | | | | |
| 200 | 76A-00028 | EntCAL ALNG LicSAPk MVL UsrcAL wSrvcs | Enterprise 6 | D | Annual Payment 3 of 3 | \$134.48 | \$26,896.00 |
| 900 | 76A-00034 | EntCAL ALNG SA MVL UsrcAL wSrvcs | Enterprise 6 | D | Annual Payment 3 of 3 | \$80.85 | \$72,765.00 |
| 2 | 312-02177 | ExchgSvrStd ALNG LicSAPk MVL | Enterprise 6 | D | Annual Payment 3 of 3 | \$267.30 | \$534.60 |
| 2 | 312-02257 | ExchgSvrStd ALNG SA MVL | Enterprise 6 | D | Annual Payment 3 of 3 | \$114.68 | \$229.36 |
| 1 | 228-04433 | SQLSvrStd ALNG SA MVL | Enterprise 6 | D | Annual Payment 3 of 3 | \$145.20 | \$145.20 |
| 10 | 7NQ-00302 | SQLSvrStdCore ALNG LicSAPk MVL 2Lic CoreLic | Enterprise 6 | D | Annual Payment 3 of 3 | \$1,354.65 | \$13,546.50 |
| 14 | 7NQ-00292 | SQLSvrStdCore ALNG SA MVL 2Lic CoreLic | Enterprise 6 | D | Annual Payment 3 of 3 | \$580.80 | \$8,131.20 |
| 100 | 4ZF-00019 | VDA ALNG SubsVL MVL PerDvc | Enterprise 6 | D | Annual Payment 3 of 3 | \$66.00 | \$6,600.00 |
| 1 | 9JD-00053 | VSUftwMSDN ALNG SA MVL | Enterprise 6 | D | Annual Payment 3 of 3 | \$1,654.13 | \$1,654.13 |
| 10 | 6VC-01254 | WinRmtDsktpSrvcsCAL ALNG SA MVL UsrcAL | Enterprise 6 | D | Annual Payment 3 of 3 | \$14.03 | \$140.30 |
| 2 | P71-01031 | WinSvrDataCtr ALNG LicSAPk MVL 1Proc | Enterprise 6 | D | Annual Payment 3 of 3 | \$908.33 | \$1,816.66 |
| 18 | P71-00886 | WinSvrDataCtr ALNG SA MVL 1Proc | Enterprise 6 | D | Annual Payment 3 of 3 | \$389.40 | \$7,009.20 |

Total: \$139,468.15

- Notes:
1. CompuCom reserves the right to amend pricing subject to changes in the publisher's discounts, pricing or programs.
 2. Sales tax is not included on quotes. Please add the appropriate sales tax to your Purchase Order, if applicable.
> If your order is exempt from SC Sales Tax, please indicate 'ESD - Electronic Software Delivery' on your Purchase Order.
 3. **! NEW !** Address your PO to CompuCom Systems, Inc., and email it to David.Williams@compucom.com
 4. SC State Contract Number: 4400003937, CompuCom Vendor # 7000040970



BEAUFORT COUNTY BOARD OF EDUCATION Resolution

BILL EVANS
Chairman, District 2
Lady's Island, Beaufort

Whereas, the Beaufort County Council, in its June 2014 Budget Ordinance, appropriated revenue to the Beaufort County School District for Fiscal Year 2015 in the amount of \$114.9 million;

MARY CORDRAY
Vice Chairman, District 8
Bluffton

Whereas, the Beaufort County School District has acted in full and complete reliance on such appropriation;

LAURA BUSH
Secretary, District 9
Bluffton, Daufuskie

Whereas, the Beaufort County School District set and implemented its budget in compliance with such appropriation;

EARL CAMPBELL
District 1
Burton, Dale, Lobeco, Seabrook

Whereas, the 2014-2015 School Year is underway;

MICHAEL RIVERS, SR.
District 3
St. Helena Island

Therefore, be it resolved, the Beaufort County School District requests the Beaufort County Council establish a millage rate sufficient to generate revenue equal to the June 2014 appropriation amount.

JIM BECKERT
District 4
Beaufort, Port Royal

Done in meeting duly assemble this 19th day of August, 2014.

GERI KINTON
District 5
Burton, Okatie

BEAUFORT COUNTY, SOUTH CAROLINA

PAUL ROTH
District 6
Bluffton



William M. Evans, Chairman
Beaufort County School District Board of Education

EVVA ANDERSON
District 7
Bluffton

BILL PAYNE
District 10
Hilton Head Island

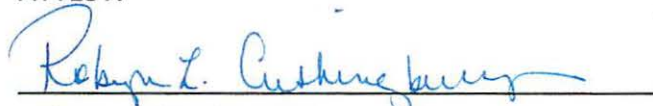
JOANN ORISCHAK
District 11
Hilton Head Island

(SEAL)

DR. JEFFREY MOSS
Superintendent

ATTEST:

ROBYN CUSHINGBERRY
Executive Assistant to the Board



Robyn Cushingberry, Executive Assistant
Beaufort County School District Board of Education

**Beaufort County School District
(Detailed)**

Item 24.

| | | A | B | C | D | E | F | G |
|--------------------|---|------------------------------------|---|----------------------------|------------------------------------|--|---|-------------------------------------|
| Revenues by Source | | FY 2013-2014 Approved Budget | FY 2013-2014 Projected Actual at 8/25/2014 | Variance From Budget | FY 2014-2015 Proposed Budget | Opening of Davis Rd PK-8 FY 2015-2016 Projected Budget | Opening of New Riverside HS FY 2016-2017 Projected Budget | FY 2017-2018 Projected Budget |
| Millage Rate | | 97.45 mils | | | 101.7 | | | |
| 1 | Local | | | | | | | |
| 2 | Ad Valorem (Current and Delinquent)-Net of TIFs | 114,868,815 | 110,096,911 | (4,771,904) | 114,868,815 | 116,017,503 | 120,277,678 | 121,480,455 |
| 3 | Penalties and Interest | 800,000 | 731,642 | (68,358) | 800,000 | 800,000 | 800,000 | 800,000 |
| 4 | HHI TIF (2015-2016) | - | | - | | 3,100,000 | | |
| 5 | Rent | 583,500 | 553,172 | (30,328) | 563,500 | 563,500 | 563,500 | 563,500 |
| 6 | Other Local | 80,000 | 516,180 | 436,180 | 370,000 | 370,000 | 370,000 | 370,000 |
| 7 | Total Local Revenue | \$ 116,332,315 | \$ 111,897,905 | (4,434,410) | \$ 116,602,315 | \$ 120,851,003 | \$ 122,011,178 | \$ 123,213,955 |
| 8 | State | | | | | | | |
| 9 | Sales Tax Reimbursement on Owner Occupied | 42,761,119 | 42,510,619 | (250,500) | 43,360,281 | 43,960,281 | 44,560,281 | 45,160,281 |
| 10 | Proviso 1.101/EFA | | | - | 697,308 | | | |
| 11 | Fringe Benefits/Retiree Insurance | 5,476,221 | 5,938,827 | 462,606 | 6,000,000 | 6,000,000 | 6,000,000 | 6,000,000 |
| 12 | Education Finance Act | 3,929,748 | 3,560,563 | (369,185) | 6,692,187 | 8,000,000 | 8,100,000 | 8,100,000 |
| 13 | Reimbursement for Local Property Tax Relief | 7,036,261 | 7,033,488 | (2,773) | 7,036,261 | 7,036,261 | 7,036,261 | 7,036,261 |
| 14 | Other State Property Tax (Homestead/Merchant Inv) | 2,442,079 | 2,377,946 | (64,133) | 2,442,079 | 2,442,079 | 2,442,079 | 2,442,079 |
| 15 | Other State Revenue (Bus Driver Salary/Misc) | - | 1,099,487 | 1,099,487 | 1,200,179 | 1,200,179 | 1,200,179 | 1,200,179 |
| 16 | Total State Revenue | \$ 61,645,428 | \$ 62,520,930 | 875,502 | \$ 67,428,295 | \$ 68,638,800 | \$ 69,338,800 | \$ 69,938,800 |
| 17 | Federal | | | | | | | |
| 18 | Other Federal Sources | 900,000 | 991,885 | 91,885 | 900,000 | 900,000 | 900,000 | 900,000 |
| 19 | Total Federal Revenue | \$ 900,000 | \$ 991,885 | 91,885 | \$ 900,000 | \$ 900,000 | \$ 900,000 | \$ 900,000 |
| 20 | Total Revenue | \$ 178,877,743 | \$ 175,410,720 | (3,467,023) | \$ 184,930,610 | \$ 190,389,803 | \$ 192,249,978 | \$ 194,052,755 |
| 21 | Other Financing Sources | | | | | | | |
| 22 | Transfers from Special Revenue | 3,994,372 | 3,916,005 | (78,367) | 3,994,372 | 4,000,000 | 4,000,000 | 4,000,000 |
| 23 | Transfers from Other Funds | 362,882 | 479,969 | 117,087 | 450,000 | 450,000 | 450,000 | 450,000 |
| 24 | Total Other Financing Sources (Uses) | \$ 4,357,254 | \$ 4,395,974 | 38,720 | \$ 4,444,372 | \$ 4,450,000 | \$ 4,450,000 | \$ 4,450,000 |
| 25 | Total Revenue and Other Financing Sources | \$ 183,234,997 | \$ 179,806,694 | (3,428,303) | \$ 189,374,982 | \$ 194,839,803 | \$ 196,699,978 | \$ 198,502,755 |
| 26 | Expenditures | 182,906,012 | 182,162,717 | (743,295) | 189,558,841 | 195,386,301 | 201,754,385 | 205,754,385 |
| 27 | Increase(Decrease) in Fund Balance | \$ 328,985 | \$ (2,356,023) | (2,685,008) | \$ (183,859) | \$ (546,498) | \$ (5,054,407) | \$ (7,251,630) |
| 28 | | | | | | | | |
| 29 | Beginning Fund Balance | 30,503,375 | 30,503,375 | | 28,147,352 | 27,963,493 | 27,416,995 | 22,362,588 |
| 30 | Ending Fund Balance | \$ 30,832,360 | \$ 28,147,352 | \$ (2,685,008) | \$ 27,963,493 | \$ 27,416,995 | \$ 22,362,588 | \$ 15,110,958 |
| 31 | % of Next Year's Expenditure or Budget | 16.9% | 14.8% | | 14.3% | 13.6% | 10.9% | |

ORDINANCE NO. 2014 / 15

FY 2014-2015 BEAUFORT COUNTY SCHOOL DISTRICT BUDGET

An Ordinance to provide for the levy of tax for school purposes for Beaufort County for the fiscal year beginning July 1, 2014 and ending June 30, 2015, and to make appropriations for said purposes.

BE IT ORDAINED BY COUNTY COUNCIL OF BEAUFORT COUNTY:

SECTION 1. TAX LEVY

The County Council of Beaufort County hereby appropriates the funds as detailed in Sections 3 and 4 of this Ordinance and establishes the millage rates as detailed in Section 2 of this Ordinance. The County Council of Beaufort County reserves the right to modify these millage rates at its August 25, 2014 meeting.

SECTION 2. MILLAGE

In Fiscal Year 2014-2015 and in accordance with the laws of South Carolina, the County Auditor is hereby authorized and directed to levy a tax on the following mills on the dollar of assessed value of property within the County.

| | |
|---|--------|
| School Operations | 101.70 |
| School Bond Debt Service (Principal and Interest) | 31.71 |

The values listed above are in accordance with Section 6-1-320(A)(2) of the *Code of Laws of South Carolina, 1976*, as amended.

| | Prior Year Millage | % Average CPI | % Population Growth | Allowable Annual % Increase of Millage of Millage Rate | Millage Bank Used | Millage Bank Balance |
|------|-----------------------|------------------|------------------------|--|-------------------------|----------------------------|
| 2012 | 90.26 | 1.64% | 1.71% | 3.35% | 0.00% | 3.35% |
| 2013 | 91.26 | 3.16% | 1.03% | 4.19% | -1.10% | 6.44% |
| 2014 | 97.45 | 2.07% | 2.21% | 4.28% | 0.00% | 10.72% |

These taxes shall be collected by the County Treasurer, as provided by law, and distributed in accordance with the provisions of this Ordinance and subsequent appropriations as may be hereafter passed by the County Council of Beaufort County.

SECTION 3. SCHOOL OPERATIONS APPROPRIATION

An amount of \$190,400,000 is hereby appropriated to the Beaufort County Board of Education to fund school operations. This appropriation is to be spent in accordance with the school budget approved by the County Council of Beaufort County, and will be funded from the following revenue sources:

- A. \$114,868,815 to be derived from tax collections;
- B. \$ 67,428,295 to be derived from State revenues;
- C. \$ 900,000 to be derived from Federal revenues;
- D. \$ 1,733,500 to be derived from other local sources;
- E. \$ 4,444,372 to be derived from inter-fund transfers; and
- F. \$ 1,025,018 to be derived from fund balance.

The Beaufort County Board of Education is responsible for ensuring that the school expenditures do not exceed those amounts herein appropriated without first receiving the approval of a supplemental appropriation from County Council.

SECTION 4. BUDGETARY ACCOUNT BREAKOUT

The line-item budgets submitted by the Beaufort County Board of Education under separate cover for FY 2014-2015 are incorporated herein by reference and shall be part and parcel of this Ordinance.

SECTION 5. OUTSTANDING BALANCE APPROPRIATION

The balance remaining in each fund at the close of the prior fiscal year, where a reserve is not required by State or Federal law, is hereby transferred to the appropriate category of Fund Balance of that fund.

SECTION 6. TRANSFERS VALIDATED

All duly authorized transfers of funds heretofore made from one account to another, or from one fund to another during Fiscal Year 2015 are hereby approved.

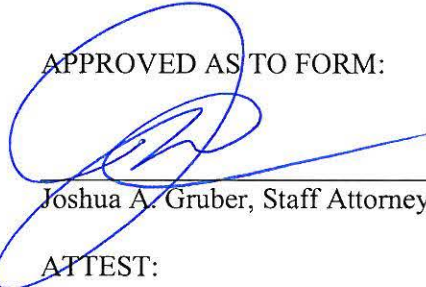
SECTION 7. EFFECTIVE DATE

This Ordinance shall be effective July 1, 2014. Approved and adopted on third and final reading this 23rd day of June, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: 
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:


Joshua A. Gruber, Staff Attorney

ATTEST:


Suzanne M. Rainey, Clerk to Council

First Reading, By Title Only: May 27, 2014
Second Reading: June 9, 2014
Public Hearings: June 9, 2014 and June 23, 2014
Third and Final Reading: June 23, 2014

Millage Analysis

Item 24.

| | Beaufort County Council | | | | Beaufort County School District | | | | County Staff Estimate | BCSD Staff Estimate |
|--|-------------------------|--------------|--------------------|--------------|---------------------------------|--------------|--------------------|--------------|-----------------------|---------------------|
| | FY 2014 | | FY 2015 | | FY 2014 | | FY 2015 | | | |
| | <u>Preliminary</u> | <u>Final</u> | <u>Preliminary</u> | <u>Final</u> | <u>Preliminary</u> | <u>Final</u> | <u>Preliminary</u> | <u>Final</u> | | |
| Date of Distribution | 4/9/2013 | 8/22/2013 | 3/26/2014 | 8/18/2014 | 4/9/2013 | 8/22/2013 | 3/26/2014 | 8/18/2014 | | |
| Data as of Date | 3/26/2013 | 8/21/2013 | 2/28/2014 | 7/31/2014 | 3/26/2013 | 8/21/2013 | 2/28/2014 | 7/31/2014 | | |
| Estimated Value of Mill | 1,687,980 | 1,677,376 | 1,659,329 | 1,646,084 | 1,206,341 | 1,244,831 | 1,172,920 | 1,148,494 | 1,148,494 | 1,148,494 |
| Mill Rate established by Ordinance | 46.48 | 46.48 | 46.48 | 46.48 | 100.55 | 97.45 | 101.7 | 101.7 | 105.28 | 105.69 |
| Gross Revenue (100%)* | 78,457,310 | 77,964,436 | 77,125,612 | 76,509,984 | 121,297,588 | 121,308,781 | 119,285,964 | 116,801,840 | 120,913,448 | 121,384,331 |
| Appropriated Revenue** | 71,086,377 | 71,086,377 | 72,479,000 | 72,479,000 | 114,868,815 | 114,868,815 | 114,868,815 | 114,868,815 | 114,868,815 | 114,868,815 |
| Difference | (7,370,933) | (6,878,059) | (4,646,612) | (4,030,984) | (6,428,773) | (6,439,966) | (4,417,149) | (1,933,025) | (6,044,633) | (6,515,516) |
| Percentage of Difference (Discount) | -9.4% | -8.8% | -6.0% | -5.27% | -5.3% | -5.3% | -3.7% | -1.65% | -5.0% | -5.4% |
| Percentage of Gross Revenue | 90.61% | 91.18% | 93.98% | 94.73% | 94.70% | 94.69% | 96.30% | 98.345% | 95.00% | 94.63% |
| Estimated Year-End Actual Revenue | | | | | | 110,096,911 | | | | |
| Percentage of Difference (True Discount) | | | | | | -9.2% | | | | |
| Percentage of Gross Revenue | | | | | | 90.8% | | | | |

*Value of mill multiplied by mill rate

**Per Ordinance



**COUNTY COUNCIL OF BEAUFORT COUNTY
BEAUFORT COUNTY ENGINEERING DIVISION
104 Industrial Village Road, Building #3, 29906
Post Office Drawer 1228, Beaufort, SC 29901-1228
Telephone: 843-255-2700 Facsimile: 843-255-9420**

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

VIA: Gary Kubic, County Administrator
Bryan Hill, Deputy County Administrator
Alicia Holland, Chief Financial Officer
Monica Spells, Compliance Officer
Dave Thomas, Purchasing Director

FROM: Robert McFee, Director of Engineering and Infrastructure

SUBJ: **BUCKWALTER REGIONAL PARK COMMUNITY CENTER PHASE 2 EXPANSION
DESIGN BUILD PROJECT RFP #112113**

DATE: August 8, 2014

BACKGROUND. Beaufort County issued a Request for Proposals for qualified firms to design and build the Phase 2 Expansion of the Buckwalter Regional Park Community Center. Phase 2 consist of a double Gymnasium with 2-full Basketball Courts with a sky track, a Weight Room, 2-Racquetball Courts, 2-Multipurpose Rooms, 2- Indoor Batting Cages, Equipment/Support Areas, and common area to provide connectivity and circulation. There will also be minor upgrades/renovations to the existing facility.

The following firms responded and provided proposals for the project on January 9, 2014.

| PROPOSER | LOCATION | AMOUNT |
|--|----------------|-------------|
| Mashburn Construction /Clancy Wells Architecture | Charleston, SC | \$5,550,000 |
| BES, Inc. | Beaufort, SC | \$4,786,862 |

A selection committee consisting of the CIP Manager, Construction Manager, Facilities Director, PALS Director, and PALS Deputy Director reviewed, evaluated and ranked the proposals using established criteria focused on the "best value offered". As a result of the interviews, Mashburn Construction/Clancy Wells Architecture team was selected as the proposer providing the best understanding and value for the design and construction of Phase 2. The Mashburn/Clancy Wells team designed and built Phase 1 of the Buckwalter Community Center in 2008/2009. This team's proposal was also reviewed for compliance with the County's Small & Minority Business Subcontractor Guidelines and it has been determined that they made a "Good Faith Effort" and are in compliance with respect to Beaufort County's requirements. On the basis of the qualification of the firm and the value offered, the selection committee recommends award of a design/build contract to Mashburn Construction/Clancy Wells Architecture for the Buckwalter Regional Park Community Center Phase 2 Expansion Design Build Project.

FUNDING. Staff is requesting a contingency of 10% (\$550,000.00) of the total bid price. The project will be funded by the 2015 CIP Program with a budget of \$5,000,000 and Bluffton PALS Impact Fees with a current balance of \$2,247,118. The total project budget for design and construction is \$6,100,000.

ACTION. Public Facilities Committee Meeting on August 18, 2014.

RECOMMENDATION. The Public Facilities Committee approve and recommend to County Council approval of a contract award to Mashburn Construction Company, Inc., to design and build the Phase 2 Expansion of the Buckwalter Regional Park Community Center for a total contract amount of \$5,550,000. Additionally, approve and recommend to County Council a project design and construction budget of \$6,100,000 which includes a 10% contingency.

JRM/DC/mjh

Attachments: 1) Phase 2 Building Plan
2) SMBE Documents

cc: Scott Marshall
rfn/BWC am Ctr Ph2 Design Build

2014-08-15 16:38:44

1/4

SKMBT_C45214081316460 - annotated - flattened.pdf (#14)

BEAUFORT COUNTY GOVERNMENT

Small and Minority Business Bid Compliance Review of Good Faith Efforts (1 of 2)
Buckwalter Community Center Phase II Expansion – RFP #112113

| | Prime Bidder/Proposer | BES | Mashburn |
|----|---|-----------|-----------|
| 1 | Included Good Faith Efforts Checklist Form | 1 | 1 |
| 2 | Requested Beaufort County SMBE Vendor List | 1 | 1 |
| 3 | Included Copy of Written Notice to SMBE | 1 | 1 |
| 4 | Provided Proof of Sending Written Notice to SMBE | 1 | 1 |
| 5 | Sent Bid Notice to SMBE 10 Days in Advance | 1 | 1 |
| 6 | Included Copy of Written Notice to Good Faith Agencies | 1 | 1 |
| 7 | Provided Proof of Sending Written Notice to Good Faith Agencies | 1 | 1 |
| 8 | Signed Non-Discrimination Statement Form (Exhibit 1) | 1 | 1 |
| 9 | Included Outreach Documentation Log (Exhibit 2) | 1 | 1 |
| 10 | Included Proposed Utilization Plan (Exhibit 3) | 1 | 1 |
| | Total | 10 | 10 |

Beaufort Engineering Services, Inc. (Beaufort, SC)
Mashburn Construction (Charleston, SC)

Total of 10 Possible Points

Scoring:
0 = No
1 = Yes



Prepared by Monica Spalls, Compliance Officer
July 23, 2014

BEAUFORT COUNTY GOVERNMENT

Small and Minority Business Bid Compliance Review of Good Faith Efforts (2 of 2)
Buckwalter Community Center Phase II Expansion – RFP #112113

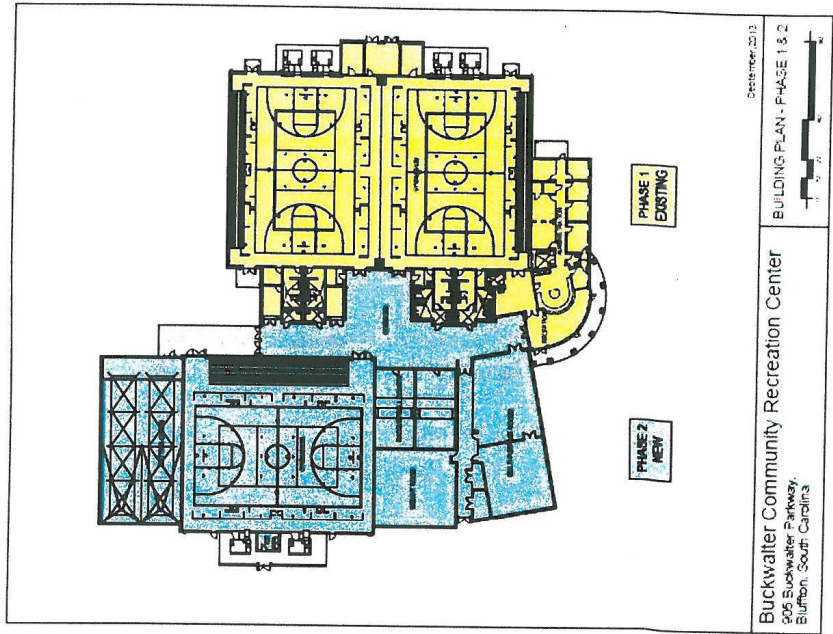
| Prime Bidder/Proposer | Proposed Local SMBE Firm Name | Type | Location | Scope |
|--|-------------------------------|------|------------------------|-------------------|
| Beaufort Engineering Services Beaufort, SC | BES Services, LLC | WBE | Bluffton, SC | A/E Services |
| Mashburn Construction Charleston, SC | 3-Way Electric, LLC | SBE | Bluffton, SC | Electrical |
| | Heritage Pest Control, Inc. | SBE | Hilton Head Island, SC | Termite Treatment |
| | Professional Landscape, LLC | SBE | Bluffton, SC | Landscaping |
| | Pender Brothers, Inc. | SBE | Port Royal, SC | Plumbing |

Note: This solicitation sought proposals only and did not involve actual quotes from potential subcontractors

MBE = Minority Business Enterprise
SBE = Small Business Enterprise
WBE = Woman Business Enterprise



Prepared by Monica Spella, Compliance Officer
July 23, 2014





COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Building 2
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee
FROM: Dave Thomas, CPPO, Purchasing Director *AT*
SUBJ: CONTRACT AWARD RECOMMENDATION FOR THE BEAUFORT COUNTY
GOVERNMENT COMPLEX PARKING LOT STORM WATER RETROFIT PROJECT
DATE: August 15, 2014

BACKGROUND: The project provides a highly visible location to create a stormwater demonstration venue illustrating the use of best management practices (BMP) required in the Beaufort County Stormwater Manual to significantly improve the water quality in our local marshes and estuaries. The project involves the installation of 18,072 square feet of permeable clay pavers and 3,152 square feet of rain gardens along with the associated infrastructure including curbs, landscape, and irrigation.

Beaufort County advertised for bid submittals on this project on two previous occasions. In November 2012, the County prequalified contractors for the project and then requested that the prequalified contractors submit bid proposals. None of the prequalified contractors responded. In April 2014, the County advertised for bids again and for a second time did not receive any responses. In July 2014, the County requested quotes from five (5) contractors and on August 7, 2014 Beaufort County received the following quotes for the referenced project.

| <u>Contractors</u> | <u>Total Quote</u> |
|--|--------------------|
| Lane Construction, Beaufort, SC | \$ 292,989 |
| JS Construction, Bluffton, SC | \$ 299,653 |
| JoCo Construction, Beaufort, SC | \$ 299,807 |
| Cleland Site Prep, Inc., Ridgeland, SC | \$ 339,794 |
| JH Heirs Construction, Walterboro, SC | \$ 366,363 |

Due to the critical nature of permeable paver construction, the specifications clearly stated that contractors must include relevant project experience including the installation of this type of paver system. Lane Construction did not provide project references meeting this criterion and was therefore rejected. JS Construction provided the lowest responsible/responsive quote and a notarized 100% self-performance affidavit in compliance with the County's SMB Participation Ordinance. An analysis of their quote prices revealed no apparent cause for rejecting their bid. The other four (4) contractors demonstrated good faith outreach efforts for SMB participation.

FUNDING: Primary Funding – 50260011-51160, Stormwater Capital Improvement Fund. The budget for this project has a current balance of \$326,518.

FOR ACTION: Public Facilities Committee meeting August 18, 2014.

RECOMMENDATION: The Public Facilities Committee approve and recommend to County Council an award to JS Construction, Bluffton, SC in the amount of \$299,653 for the County Government Complex Parking Lot Storm Water Retrofit.

CC: Gary Kubic, County Administrator
Bryan Hill, Deputy County Administrator *BH*
Alicia Holland, Chief Financial Officer *AK*
Joshua Gruber, County Attorney *JG*
Robert McFee, Director of Engineering and Infrastructure *RM*
Eric Larson, Stormwater Manager *EL*
Monica Spells, Compliance Officer *Spells*

Robert McFee
Eric Larson



BEAUFORT COUNTY STORMWATER UTILITY
120 Shanklin Road
Beaufort, South Carolina 29906
Voice (843) 255-2801 Facsimile (843) 255-9478



TO: Councilman Gerald Dawson, Chairman, Public Facilities Committee

FROM: Robert McFee, PE, Division Director for Engineering and Infrastructure *JRM*
 Eric W. Larson, Beaufort County Stormwater Utility *E.W. Larson*

SUBJECT: Discussion of a Policy for Acquisition of Storm Water Drainage Easements.

Date: August 6, 2014

BACKGROUND: The following Standard Operating Procedure is recommended for all drainage easement acquisitions:

- 1) Stormwater Engineer, assisted by Easement Manager, determines easement needs; the easement acquisition process is initiated
 - a) identification of adjacent property owners (names and mailing addresses)
 - b) preparation of easement request letters
 - c) drafting of easement deeds or easement agreements
 - d) initial request letter is mailed
 - e) second request letter, if necessary, is mailed
 - f) if all the easement requests are granted, Easement manager records the documents and the drainage project proceeds
 - g) if the requested easement is not granted, County Staff attorney reports the same to Public Facilities Committee/County Council and recommends one of two courses of action
 - 1) Council designates the drainage as private and removes it from the drainage maintenance inventory; property owners are notified of this action by mail
 - 2) Council agrees to provide funding for the condemnation of the easement; drainage project proceeds when County takes title to the condemned easement
- 2) Stormwater department conducts/oversees the contract letting process
- 3) Contract is awarded
- 4) Construction phase commences

FOR ACTION: Public Facilities Committee meeting occurring on August 18, 2014.

RECOMMENDATION: Staff recommends the above process to be endorsed by the Public Facilities Committee of County Council for the acquisition of drainage easements and maintenance of the stormwater system.

CC: Gary Kubic, County Administrator *GK*
 Bryan Hill, Deputy Administrator *BH*

/ewl

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING, DEVELOPING AND CONSTRUCTING MULTI-USE RECREATION TRAILS AND RESTRICTING THE USE THEREOF TO NON-MOTORIZED ACTIVITIES

WHEREAS, Beaufort County, South Carolina is establishing, developing and constructing multi – use recreational trails to include, but not be limited to the Spanish Moss Trail; and

WHEREAS, these multi – use trails are for the intended use of non-motorized activities such as walking, jogging, inline skating, roller blading, skate boarding and bicycling; and

WHEREAS, in order to provide for the safe use of these trails, it is necessary to adopt an ordinance regulating the use of same; and

WHEREAS, Beaufort County Council believes to best provide for the health, safety, and welfare of its citizens it is appropriate to amend Part II, Chapter 90 of the Beaufort County Code of Ordinances by adding Article V thereto and to provide for additional terms to said Article; and

WHEREAS, all text that is underscored shall be added text;

NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL, that Article V of the Beaufort County Code is hereby amended as follows:

Sec. 90-100. Purpose

The Beaufort County Council recognizes that the multi-use recreational trails in Beaufort County, South Carolina are for the use and enjoyment of its citizens and that it is in the public’s interest that laws be promulgated to protect the safety and welfare of its patrons while using these trails.

Sec. 90-101. Definitions

Multi – use trail means any trail or path designated by County Council to be used for pleasure or as an alternative mode of transportation for use by walking, jogging, inline skating, roller blading, skate boarding, bicycling, and other non-motorized recreation.

Motorized vehicle means any motorized conveyance including, but not limited to: cars, trucks, motorcycles, tractors, farm machinery, four-by-four’s, golf carts, motorized scooters, minibikes, dune buggies or ATV’s. This shall not include motorized wheelchairs or other devices, which are necessary to facilitate movement due to a disability.

Sec. 90-102 Prohibitions

- (1) Vehicles. No person shall operate a motorized vehicle of any kind or nature over, through, across or upon the multi-use trail, provided that county vehicles operated while cleaning or working on the trail and law enforcement and emergency vehicles shall be exempt from the application of this section.
- (2) Hours of Use. No person shall be allowed access to or use a multi – use recreational trail from one hour after sunset to one hour before sunrise unless specially authorized by the Beaufort County Council.
- (3) Alcoholic Beverages. The consumption and possession of alcoholic beverages shall be prohibited on any multi-use recreational trail.
- (4) Litter. Throwing, depositing or causing or permitting to be thrown or deposited any glass, bottle, glassware, can or pieces thereof or any garbage, waste or refuse of any kind on the multi – use trail or the lands adjacent thereto shall be unlawful. All trash or litter shall be placed in designated trash receptacles.
- (5) Animals. No person shall fail to exercise proper care and control of his animal while using the multi – use trail. All animals must be on a leash and properly restrained. All animal refuse shall be placed in designated trash receptacles.

Sec. 90-103 Penalties

Any person violating any provision of this article shall be guilty of a misdemeanor and, upon conviction thereof shall pay such penalties as the court may decide, not to exceed \$500.00 or 30 days imprisonment for each violation.

DONE this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D . Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, Staff Attorney

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

2014 /

AN ORDINANCE TO APPROVE A DEVELOPMENT AGREEMENT BETWEEN CHEROKEE BEAUFORT, LLC, A SOUTH CAROLINA LIMITED LIABILITY COMPANY, AND THE COUNTY OF BEAUFORT, SOUTH CAROLINA PURSUANT TO SECTION 6-31-30 OF THE *CODE OF LAWS OF SOUTH CAROLINA*, 1976, AS AMENDED.

WHEREAS, the General Assembly of the State of South Carolina has enacted the “South Carolina Local Government Development Agreement Act” as set forth in Section 6-31-10 through 6-31-160 of the *Code of Laws of South Carolina*, 1976, as amended; and

WHEREAS, the Act authorizes local governments, including Beaufort County through its County Council, to enter Development Agreements with developers for the purpose of providing a continuous agreement for development of projects and for the protection and advance payments for the impact upon the citizens of Beaufort County.

NOW, THEREFORE, in consideration and pursuant to Section 6-31-10, of the *Code of Laws of South Carolina*, 1976, as amended, Beaufort County Council herein adopts this Ordinance, which is necessary to provide the authority to execute a Development Agreement with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company, authorized to conduct business in South Carolina.

Adopted this ____ day of _____, 2014.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Joshua A. Gruber, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council

First Reading: July 28, 2014
Second Reading: August 11, 2014
Public Hearings: August 11, 2014
Third and Final Reading:

M C N A I R
ATTORNEYS

Walter J. Nester, III

wnester@mcnair.net

T 843.785.2171

F 843.686.5991

MEMORANDUM

Via E-mail Only (jgruber@bcgov.net)

TO: Joshua A. Gruber, Esq.

CC: Allison Coppage, Esq. (*via e-mail*)
Mr. Tony Criscitiello (*via e-mail*)

FROM: Walter J. Nester, III

DATE: July 2, 2014

RE: Development Agreement for Cherokee Farms
(Revisions to Page 10, version 9)
Our File No. 060462.00001

Josh:

Attached, please find a clean copy of Page 10 (version 9) of the above-referenced Development Agreement, which was revised pursuant to the Development Agreement Subcommittee's agreements on June 25th. I have also enclosed a blackline, which shows the recent revisions made, but am not including the entire document as only Page 10 has been revised.

Please let me know if this is acceptable. Upon your approval, I will forward the final version of the Development Agreement, together with all exhibits, to Sue Rainey so that it may be published in time for the July 28th Natural Resources Committee meeting.

Best regards.

WJN:llm:amb
Attachments

McNair Law Firm, P. A.

Shelter Cove Executive Park
23-B Shelter Cove Lane, Suite 400
Hilton Head Island, SC 29928

Mailing Address
Post Office Drawer 3
Hilton Head Island, SC 29938

mcnair.net

DEVELOPMENT AGREEMENT

FOR

CHEROKEE FARMS

BEAUFORT COUNTY, SOUTH CAROLINA

_____, 2014

BURTON DEVELOPMENT, LLC

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

**DEVELOPMENT AGREEMENT
FOR CHEROKEE FARMS**

This Development Agreement (the “**Development Agreement**” or the “**Agreement**”) is made and entered into this ____ day of _____, 2014 (the “**Effective Date**”), by and between Cherokee Beaufort, LLC, a South Carolina limited liability company (hereinafter sometimes referred to as “**Cherokee Beaufort**”), Burton Development, LLC, a South Carolina limited liability company (hereinafter sometimes referred to as “**Burton Development**” or “**Developer**”), and the governmental authority of the County of Beaufort, South Carolina (“**Beaufort County**” or the “**County**”).

WHEREAS, the legislature of the State of South Carolina has enacted the South Carolina Local Government Development Agreement Act (the “**Act**”) as set forth in Section 6-31-10 through Section 6-31-160 of the South Carolina Code of Laws (1976), as amended; and

WHEREAS, the Act recognized that “The lack of certainty in the approval of development can result in a waste of economic and land resources, can discourage sound capital improvement planning and financing, can cause the cost of housing and development to escalate, and can discourage commitment to comprehensive planning.” (Section 6-31-10(BB)(1) of the Act); and

WHEREAS, the Act also states: “Development Agreements will encourage the vesting of property rights by protecting such rights from the effect of subsequently enacted local legislation or from the effects of changing policies and procedures of local government agencies which may conflict with any term or provision of the Development Agreement or in any way hinder, restrict, or prevent the development of the project. Development Agreements will provide a reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of government to enforce laws and regulations which promote the public safety, health and general welfare of the citizens of our State” (Section 6-31-10 (B)(6)); and

WHEREAS, the Act further authorizes local governments, including counties, to enter into development agreements with developers to accomplish these and other goals as set forth in Section 6-31-10; and

WHEREAS, Cherokee Beaufort owns two (2) adjacent tracts of land, each as more particularly described in Exhibit “A”, which is attached hereto and made a part hereof, which together consist of approximately 105 acres, more or less (collectively referred to as the “**Property**”), and Cherokee Beaufort has entered into a joint venture agreement with Cherokee Investments, which joint venture agreement resulted in the formation of Burton Development to serve as master developer for the Property (hereinafter, “**Owner**” or “**Developer**” shall refer collectively to Cherokee Farms, Cherokee Investments, and Burton Development, unless the context requires otherwise). The Owner proposes to sell, develop, or cause to be developed, a mixture of residential, commercial and/or other uses on the Property as more particularly described in this Agreement; and

WHEREAS, in February 2004, Cherokee Investments submitted a development agreement to the County in which certain matters, including traffic mitigation and Air Installations Compatible Use Zone (“**AICUZ**”) application to the Property, were initially addressed (the “**2004 Draft Agreement**”); and

WHEREAS, the 2004 Draft Agreement was held in abeyance while certain matters were addressed, including: matters arising from revised impact traffic mitigation studies; the amendment of the

planned unit development adjacent to the south of the Property and known as Habersham (hereinafter “**Habersham**” or the “**Habersham PUD**”), which amendment included additional property in the planned unit development while the Property was re-zoned to a Suburban zoning district; discussions with Beaufort County regarding designing the Property in the same manner or in a similar manner as Habersham; discussions and negotiations regarding the need for the submission of a planned unit development rather than re-zoning to a Suburban zoning district; and, various other related matters; and

WHEREAS, to better adhere to the aesthetic quality, connectivity and continuity between the Property and the adjacent Habersham PUD, Cherokee Investments has developed and submitted to the County a Unified Development Plan (the “**Unified Development Plan**”), attached hereto as Exhibit “B”, for the Habersham PUD and the Property (collectively hereinafter sometimes referred to as the “**Unified Development**”), which was approved by the County on October 30, 2013; and

WHEREAS, the County acknowledges and agrees that in the area of the Property, the character of the land: supports the development proposed by the Unified Development Plan; furthers the objectives of the Beaufort County Comprehensive Land Use Plan; increases the number of available lots; creates affordable housing opportunities for its citizens; improves traffic conditions; and, secures for its citizens a quality, well-planned and well-designed real estate development, while also increasing the County’s tax base; and

WHEREAS, the Development of the Property results in the imposition of certain impact fees (collectively, and not intending to be limiting, hereinafter “**Impact Fees**”) in accordance with applicable County ordinances and state law; and

WHEREAS, the County finds that the Owner’s proposed development of the Property, as described in this Development Agreement and in the Unified Development Plan, is consistent with Beaufort County’s Comprehensive Land Use Plan and will further the health, safety, welfare and economic well-being of the County and its citizens; and

WHEREAS, Owner has proposed the construction of certain road infrastructure on and off the Property and has agreed to the dedication thereof to the County; and

WHEREAS, the proposed Development of the Property presents the County with an exceptional opportunity to receive public road system improvements; secures quality planning and a well-designed and constructed mixed use real estate development; enhanced protection of the environment; and, a strengthened and revitalized tax base; and,

WHEREAS, this Development Agreement is being made and entered into between the Owner and the County under the terms of the Act for the purpose of providing assurances to the Owner so that the Owner may proceed with Development of the Property according to the terms of this Agreement and as depicted in the Unified Development Plan without encountering future changes in law that may materially affect the Owner’s ability to develop the Property according to the terms of this Development Agreement and as depicted in the Unified Development Plan.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, and other good and valuable consideration, including the potential economic benefits to both the County and the Owner by entering this Agreement, and to encourage well-planned development by Owner, the receipt and sufficiency of such consideration being hereby acknowledged, the County and Owner hereby agree as follows:

I. INCORPORATION

The above recitals are hereby incorporated into this Agreement, together with the South Carolina General Assembly findings as set forth under Section 6-31-10(6) of the Act.

II. DEFINITIONS

In addition to the terms defined herein, the following terms shall be defined as follows:

“**Act**” means the South Carolina Local Government Development Agreement Act, as codified in Sections 6-31-10 through 6-31-160 of the South Carolina Code of Laws (1976), as amended.

“**Covenants**” means and refers to one (1) or more declaration of covenants and restrictions for all of or portions of the Property to be recorded in the Office of the Register of Deeds Office for Beaufort County, South Carolina, and all amendments and supplements thereto.

“**Density**” means the total number of residential dwelling units (“**Dwelling Units**”, as herein defined) or the total area of commercial square feet permissible for a specific parcel of the Property or for the Property as a whole under the terms of this Agreement, as context dictates. No other density requirements shall be applicable to the Property.

“**Develop**” or “**Development**” means the definition of development as set forth in the ZDSO (as defined herein).

“**Developer**” means the Owner, the master developer, Burton Development, LLC, and all successors in title or lessees of the Owner who undertake Development (as defined herein) of the Property or who have transferred Development Rights (also as defined herein).

“**Development Agreement Ordinance**” means all terms and conditions of this Development Agreement and all attachments hereto, including but not being limited to the Unified Development Plan and all narratives, applications, site development plans, standards, exhibits and applicable ordinances as the same may be hereafter amended by mutual agreement of the County and the Owner. Specifically, it is noted that the adoption of the Development Agreement Ordinance after public hearings shall have the effect of a properly adopted land use ordinance. To the extent that any provision of the Development Agreement Ordinance may be deemed to be a modification of presently existing Beaufort County law, such modification shall be hereby approved, ratified and adopted as binding upon the Property and the parties hereto by the approval of this Development Agreement.

“**Development Application**” or “**Initial Development Application**” means an application for the Development of individual portions or phases of the Property, being the concept (if required) or preliminary application (if required) for land development or subdivision referenced in Sections 106-369 and 106-370 of the ZDSO (as defined herein).

“**Development Rights**” means the Owner’s or Developer’s right to Develop the Property, or portions thereof, in accordance with the ZDSO (as defined herein), this Development Agreement and the Unified Development Plan.

“**DRT**” means Beaufort County’s Development Review Team or a similar planning review authorized and described in the ZDSO (as defined herein).

“**Dwelling Units**” means residential dwellings.

“**Effective Date**” means the date of complete execution of this Agreement after the County’s approval of the Development Agreement Ordinance.

“**Impact Fees**” or “**Development Impact Fee**” means a payment of money imposed as a condition of approval for Development, as defined in Section 6-1-920(8) of the South Carolina Code of Laws, 1976, as amended.

“**Habersham Amended PUD**” means that certain planned unit development for Habersham, which was approved on December 9, 1996, as amended by that certain amendment thereto, which was approved on March 13, 2006.

“**ITE**” means Institute of Traffic Engineers.

“**Owner**” means Cherokee Beaufort, LLC, its successors and/or assigns.

“**Owners Association**” means an entity or entities formed pursuant to applicable law and/or restrictive land use covenants, which may be responsible for the construction and/or maintenance and/or upgrading of some or all of the infrastructure contemplated in this Development Agreement and the Unified Development Plan, to include, but not be limited to, some or all of the roads, common areas, water, sewer and stormwater management systems proposed to be constructed on or for the benefit of the Property.

“**Property**” means those certain parcels of land depicted on Exhibit “A” of the Development Agreement.

“**Term**” means the duration of this Agreement as set forth in Article III hereof.

“**Unified Development Plan**” means the document entitled “Habersham Unified Development Plan” as well as all exhibits and attachments thereto as approved by the DRT on October 30, 2013, and as the same may be modified or amended from time to time in accordance with this Development Agreement and the ZDSO (as defined herein).

“**ZDSO**” means the Zoning and Development Standards Ordinances (ZDSO) of Beaufort County adopted April 26, 1999, existing as of the Effective Date and attached hereto as Exhibit “H” and made a part hereof. References in the ZDSO to the latest version of County manuals shall mean and refer to the latest version of such manual as of the date of this Agreement, and shall include any and all zoning and development ordinances subsequently adopted or approved by Beaufort County.

III. TERM

The Term of this Development Agreement shall commence on the Effective Date and shall terminate five (5) years thereafter; or, if renewed and described herein, at the end of three (3) additional five (5) year periods. During the Term, the provisions of this Development Agreement shall be vested against any future changes to the ZDSO, Beaufort County law or ordinances and changes to any now existing or future airport overlay zoning district, including but not limited to any AICUZ noise zone or overlay district, which would affect the ability of Owner to carry out the Development contemplated in this Development Agreement and in the Unified Development Plan. Further, at the end of the third five (5) year period, the provisions of this Development Agreement shall be vested against any future changes to Beaufort County law or ordinances if Owner shall have achieved Substantial Development. “**Substantial Development**” shall mean the completion of construction (the receipt of a certificate of occupancy) or construction that is underway (the receipt of applicable building or development permits)

of not less than twenty-five percent (25%) of the total Development proposed for the Property, as shown and depicted on the Unified Development Plan.

IV. DEVELOPMENT OF THE PROPERTY

The Property shall be developed in accordance with this Development Agreement and the Unified Development Plan. Certain provisions of the ZDSO may be interpreted, enhanced, supplemented or modified by this Agreement and the Unified Development Plan in accordance with Article XIV of this Agreement.

V. DEVELOPMENT SCHEDULE

The Property shall be developed generally in accordance with the Development Schedule, which is attached hereto as Exhibit "C" of this Agreement. The Development Schedule is an estimate, and may be modified to acknowledge market conditions, permitting requirements, or other considerations. It is acknowledged that the Property is anticipated to be developed in phases which include the Development of one (1) block of the Property at a time, in order to provide flexibility for the Owner and Developer to meet market demands.

In accordance with the Act, the failure of the Owner and Developer to meet the terms of the Development Schedule shall not, in and of itself, constitute a material breach of this Agreement, and shall be judged by the totality of circumstances, including, but not limited to, the Owner's and Developer's good faith efforts toward compliance with the terms of the Development Schedule and the Owner's and Developer's proof of good cause for modifying the Development Schedule. Further, the acceleration of the Development Schedule shall not constitute a material breach of this Agreement. It is expected that the actual Development of the Property may occur at a different pace, as determined in the sole reasonable discretion of Owner and based upon market conditions, and shall not constitute a default of this Agreement. In the future, the Owner or Developer may submit unilaterally to the County periodic adjustments to the Development Schedule, which shall not be considered an amendment or breach of this Agreement.

VI. DENSITY AND USE

Mixed use, residential and commercial Development of the Property shall be in accordance with the densities and uses as set forth in the approved Unified Development Plan.

VII. ACCESS

The Property shall be accessed by Cherokee Farms Road (S-83), which runs along the southern boundary of the Property, and by Joe Frazier Road (S-40) to the northeast, as approved and depicted in the Unified Development Plan and as described herein. At such time other interconnectivity to the west is completed as contemplated in this Development Agreement, the Property shall have the access as shown in the Unified Development Plan.

VIII. INFRASTRUCTURE AND SERVICES

County and Owner recognize that the majority of the direct costs associated with the Development of the Property shall be borne by the Owner and Developer, and that many necessary services shall be provided by other governmental or quasi-governmental entities, and not by the County. For further clarification, the parties make specific note of and acknowledge the following:

A. Roads/Facilities.

(i) **Private Roads.** Roads constructed within the Property may be constructed by the Owner and/or Developer, and shall be maintained by them and/or an Owners Association, or dedicated to other appropriate entities or the County, as provided in Article IX of this Agreement. Except as otherwise provided herein, the County shall not be responsible for the construction or maintenance of any private roads within the Property, unless the County specifically agrees to do so in the future.

(ii) **Public Roads.** The Property shall not have restricted access roads and shall be served by direct access to Joe Frazier Road (S-40) and Cherokee Farms Road (S-83) provided, however, that portions of the Property shall be Developed as separate housing and/or parking areas.

B. Potable Water. Potable water shall be provided to the Property by the Beaufort Jasper Water and Sewer Authority (“BJWSA”) on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary water service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any construction, treatment, maintenance or costs associated with water service to the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing potable water to its residents in accordance with applicable provisions of law.

C. Sewage Treatment and Disposal. Sewage treatment and disposal shall be provided by BJWSA on the same basis as is provided to other residents and businesses within the County. Each Owner or Developer shall construct, or cause to be constructed, all necessary sewer-related service infrastructure within the Property (or such applicable portion thereof), which shall be maintained by it or the provider of the service. The County shall not be responsible for any treatment, maintenance or costs associated with sewage treatment within the Property, except as set forth herein, unless it otherwise agrees. Nothing herein shall be construed as precluding the County or other local governmental entity from providing sewer services to its residents in accordance with applicable provisions of law.

D. Stormwater Drainage System. All stormwater runoff and drainage improvements within the Property shall be designed in accordance with the ZDSO and the most current edition available of the Beaufort County Best Management Practices manual, and best efforts shall be made to coordinate such stormwater runoff and drainage systems with the County’s master drainage program. All stormwater runoff and drainage system improvements shall be constructed by the Owner or Developer and maintained by the Owner, Developer and/or an Owners Association, except as otherwise contained herein. The County shall not be responsible for any construction or maintenance costs associated with the stormwater runoff and drainage systems solely within the Property, unless proper dedications and easements are granted in accordance with the ZDSO.

E. Solid Waste Collection. The County shall provide solid waste collection to the Property on the same basis as it provides to other residents and businesses within the County. The Owner acknowledges that the County does not currently provide waste disposal on an individual basis for single, multi-family or commercial developments or uses.

F. Utility Easements. The Owner shall furnish necessary easements for water, sewer, gas, electricity, telephone, cable television, and other utilities when the Owner determines that the same are required. Adequate easements for utilities shall be reserved by the Owner in the conveyances of

lots and parcels to be Developed. All utilities (except main electrical distribution lines) shall be installed underground.

G. Police Protection. The County shall provide police protection services to the Property on the same basis as it provides to other residents and businesses within the County. The Owner or a successor Owners Association may elect to provide private security services for all or a portion of the Property.

H. Recycling Services. The County shall provide recycling services to the Property on the same basis as it provides to the residents and businesses within the County. The County shall reserve the right to require that recycling materials generated from the Property comply with those standards promulgated by the County applicable to all residents and businesses within the County.

I. Emergency Medical Services. The County shall provide emergency medical services to the Property on the same basis as it provides to other residents and businesses within the County.

J. Fire Services. The County shall provide fire protection services to the Property on the same basis as it provides to other residents and businesses within the County; such services are currently provided by the Burton Township Fire District.

K. Library Services. The County shall provide library services to the Property on the same basis as it provides to other residents within the County.

L. School Services. The Beaufort County School District shall provide educational and school services to the Property on the same basis as it provides to other residents within the County.

M. AICUZ Requirements. Approximately 45.5 acres of the Property are located within AICUZ Noise Zone 2A (65-69 DNL), as defined in Appendix A1 of the ZDSO, Airport Overlay District, Section 3 *et seq.* No portion of the Property is located within any aircraft accident potential zone, as defined therein. In order to minimize the intrusion of noise into the proposed homes, Owner agrees that homes constructed within AICUZ Noise Zone 2A shall include construction measures, which should result in a 25db reduction of noise. Owner shall also notify any prospective purchaser of a property or lot within AICUZ Noise Zone 2A to comply with the notification requirements of Appendix A1, Section 4 of the ZDSO.

IX. FEES, DEDICATIONS, SYSTEM IMPROVEMENTS, CONVEYANCES, CREDITS AND RELATED AGREEMENTS

The following items are hereby agreed upon by the parties:

A. Impact Fees. Except as otherwise provided herein, Impact Fees which shall be payable to Beaufort County to support County infrastructure such as, but not limited to, fire, library, parks and roads, shall not be affected by this Agreement.

B. Dedications.

(i) Permissive. Except as otherwise contained herein, the County shall consider all requests to accept the dedication of any road or road right-of-way within the Property constructed to the standards contained in the Cherokee Farms Conceptual Master Plan approved on October 30, 2013 (the "Cherokee Farms Conceptual Master Plan") or to the specific requirements of the

County contained in this Agreement. The County shall also consider a request to take ownership of any drainage systems by dedication.

(ii) **No Implied Dedication.** The recording of a final plat or a plan subdividing any portion of the Property shall not constitute an offer to deed or dedicate any or all streets and rights-of-way shown thereon to the County, unless the plat or plan specifically and expressly makes such an offer, which offer is accepted by the County.

C. **System Improvements.**

(i) **Joe Frazier Road.** Beaufort County acknowledges the need for future improvements to Joe Frazier Road to accommodate new development and improved pedestrian access; and Impact Fees are the major revenue source for costs incurred by the County for such improvements. As depicted in the Unified Development Plan, the Owner has proposed and completed the design and engineering of a round-a-bout to access the Property directly from Joe Frazier Road. The engineering plans for the round-a-bout, prepared by Davis & Floyd, Inc., are attached hereto as Exhibit "D" (the "Joe Frazier Road Round-a-bout"). The Joe Frazier Road Round-a-bout also benefits Burton Wells Park by providing an improved entrance, an adjacent fire station, and other nearby residential developments. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the Joe Frazier Road Round-a-bout. Construction of the Joe Frazier Road Round-a-bout shall occur as set forth in Article IX (C) (iv) (a) below.

(ii) **Cherokee Farm Road.** The Property is also accessed and bounded to the south by Cherokee Farms Road (S-83) as depicted in the Unified Development Plan. Owner shall improve Cherokee Farms Road with the addition of on-street parking, street landscaping and trees, and such improvements shall be constructed in accordance with the standards contained in the Cherokee Farms Conceptual Master Plan. All such improvements (the "Cherokee Farms Road Improvements") shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated to and accepted by the County.

(iii) **Intersection of Joe Frazier Road and Cherokee Farms Road.** The existing intersection at Cherokee Farms Road and Joe Frazier Road (the "Intersection") shall be reconfigured and aligned at a 45-degree angle. The Owner has proposed and completed the design and engineering of improvements to this intersection which engineering and designs were prepared by Davis & Floyd, Inc., and are attached hereto as Exhibit "E" (the "Joe Frazier Road and Cherokee Farms Road Intersection Redesign"). The improvement creates a turning lane that improves traffic flow and also corrects intersection alignment as depicted in the Unified Development Plan. Owner shall assign to the County the engineering plans and any rights thereto, as well as fee title for any portion of the real property it owns, which portion is reasonably necessary or appropriate for the construction of the improvements depicted in the Joe Frazier Road and Cherokee Farms Road Intersection Redesign (the "Intersection Improvement"). Construction of the Intersection Improvement shall occur as set forth in Article IX (C) (iv) (c) below.

(iv) **Timing.** The System Improvements shall be constructed as described below:

(a) **Joe Frazier Road Round-a-bout.** The Joe Frazier Road Round-a-bout shall be constructed as provided in this Article IX (C) at such time the County deems the round-a-bout necessary and sufficient funds become

available from the Road Impact Fees, which may be used for System Improvements.

(b) Cherokee Farms Road Improvements. The Cherokee Farms Road Improvements shall be constructed by and at the expense of the Owner and dedicated to the County prior to the expiration of the Term of this Agreement but only if the Development proposed in the Unified Development Plan is commenced.

(c) Intersection of Joe Frazier Road and Cherokee Farms Road. This intersection shall be improved upon the earlier of:

- A.** A date, which is after the first building permit is issued by the County for Development for all or any portion of the Property, which the County deems necessary and appropriate to commence the Intersection Improvement, and, a traffic analysis or study prepared in accordance with the standards of the ITE recommends the construction of the Intersection Improvement prior to the date sufficient funds become available from the collection of Road Impact Fees which may be used for this System Improvement and no other alternative source of funding is available (i.e. derived from sales tax increases for transportation projects). Then, upon not less than thirty (30) days' prior written notice to the Owner, the County may cause the construction of the Intersection Improvement with its own funds, and the Owner shall be responsible for and shall pay not more than the interest expense for the use of such funds for a period of three (3) years or for a total cost of Fifty Thousand and No/100 Dollars (\$50,000.00), whichever is less;
- B.** The date, which the County deems necessary and appropriate to commence the Intersection Improvement, when sufficient funds have become available from the collection of Road Impact Fees which may be used for this System Improvement without any cost or liability to the Owner;
- C.** The date when the total number of Dwelling Units in the Unified Development Plan exceeds 1,000;
- D.** The date of the commencement of the construction of a school by the Developer upon the school site located within the Habersham Unified Development Plan;
- E.** The date of the issuance of the development permit by the DRT permitting the 84-unit multi-family phase of Habersham Amended PUD Tract; or
- F.** January 1, 2025.

D. Credit for System Improvements. The County agrees that the Owner or Developer shall receive a credit for Impact Fees against the cost of and up to the total value of the Joe Frazier Road Round-a-bout, the Joe Frazier Road intersection upgrade and the Cherokee Farms Road Improvements (herein collectively the “System Improvements”). The total value of the System Improvements shall equal the cost of the design, engineering, planning and construction, except any construction of any System Improvements undertaken by the County in accordance with this Agreement. In the event the information submitted is deemed by the County to be inaccurate or unreliable, the County may prepare and provide to Owner or Developer alternative design, engineering and planning cost estimates. If the alternative cost estimates are deemed by the Owner to be inaccurate or unreliable, a third party shall be hired at the shared expense of the Owner and the County to develop cost estimates. Upon approval of this Development Agreement, all Impact Fees collected from any residential or commercial uses within any portion of the land subject to the Unified Development Plan shall be deposited into and held in a separate account that has been established by the County to be used to refund the Owner or the County, as the case may be, for the cost of constructing System Improvements when such System Improvements are constructed as described in this Agreement. The Owner or the County shall construct the System Improvements at such time described in Article IX (C) (iv). If constructed by the Owner, Owner shall be reimbursed with the Impact Fees collected. If the Joe Frazier Road Round-a-bout is constructed and completed through any means other than described above, all Impact Fees collected and being held by the County may be used to pay for the project or redistributed into the County's Capital Improvements Program. If, for any reason, the County deems any of the System Improvements unwarranted, the Owner shall be relieved of any responsibility as previously set forth in this Development Agreement, and all previously earmarked funds shall be redistributed into the County's Capital Improvements Program.

E. Access. The Owner agrees to cooperate with the appropriate governmental entities in locating and dedicating to the County, or its assigns, sufficient rights-of-way on the Property, in order to construct the access point improvements as depicted in the Unified Development Plan.

F. Other Charges or Fees. Nothing herein shall be construed as relieving the Owner, its successors and assigns, from payment of any such fees or charges in effect at the time of collection as may be assessed by entities other than the County. Moreover, the Owner, its successors and assigns, shall be subject to the payment of any and all present or future fees enacted by the County that are of County-wide application and that relate to processing applications, development permits, building permits, review of plans, or inspections or other matters, other than Development Impact Fees.

G. Service Districts. Nothing in this Agreement shall be construed to prevent the establishment by the County of a tax increment or other district on the Property in accordance with applicable provisions of the Code of Law of South Carolina, 1976, as amended.

H. Landscaping. The Owner or Developer shall, at its own expense, install landscaping as generally depicted in the “Joe Frazier Road Round-a-bout Landscape Plan” attached hereto as Exhibit “F”. The Owner, its successors and assigns shall be responsible for and shall maintain landscaping of both the Joe Frazier Road Round-a-bout and the intersection realignment.

X. PERMITTING PROCEDURES

A. Development Applications for the individual parcels or tracts, or portions or phases thereof, shall be submitted to the DRT for processing under the provisions of this Agreement. It is acknowledged that the Property is anticipated to be developed in multiple phases which includes the Development of one (1) block of the Property at a time, in order to provide the Owner or Developer flexibility to meet market demands. Developer has conducted traffic studies and created a master plan for

the entire Property. Separate traffic studies shall not be required for individual residential phases of Development. Development Rights to the land encompassed by an Initial Development Application or master plan may be transferred to any other portion of the Property, or to another Developer of the Property, provided that such does not increase the proposed ranges of densities and intensities beyond that which would otherwise be allowed under the provisions of this Agreement. Such transfer of Development Rights shall require written notice to the County and written acknowledgment by the DRT, as set forth below, and which shall not be unreasonably withheld. The Unified Development Plan, which generally allocates building types, may be modified to accommodate market conditions, subject to the overall density and use maximums set forth in the ZDSO and in this Agreement.

B. The County agrees that the Owner shall have the unlimited right to phase the Development of the Property in accordance with the Development Schedule.

C. The County agrees to use its best efforts to review in an expeditious manner all reviews contemplated by or required by the ZDSO, including but not limited to land use changes, Development applications, and plats and subdivisions for the Development of the Property. The Owner may submit these items for concurrent review by Beaufort County and other governmental authorities.

D. The County agrees that the Property is approved and fully vested for intensity, commercial density, Impact Fees, uses and height, setbacks, and parking and signage, and shall not have any obligations for onsite or offsite transportation or other facilities or improvements other than as specifically provided in this Agreement, but shall adhere to the Unified Development Plan as modified or amended from time to time. The County shall not impose additional obligations or regulations in connection with the ownership or Development of the Property, except in accordance with the procedures and provisions of Section 6-31-80 (B) of the Act, which Owner shall have the right to challenge.

XI. PROTECTION OF ENVIRONMENT AND QUALITY OF LIFE

Contained herein are those conditions, terms, restrictions or other requirements determined to be necessary by the County for the public health, safety and welfare of its citizens. Specifically, the County considers the protection of the natural environment and nearby waters and the preservation of Beaufort County's character and unique identity to be mandatory goals and to be achieved without compromise. The Owner shares this commitment and therefore agrees to the following:

A. Stormwater Quality. A primary goal of the County is the protection of the quality of nearby waters. The Owner and Developer shall be required to abide by all provisions of Federal, State and County laws and regulations for the handling of stormwater, including those established by the Department of Health and Environmental Control, the Office of Ocean and Coastal Resource Management, and their successors. In order to protect water quality of the rivers, the Owner agrees to prepare a master plan of the stormwater drainage systems, as defined in the ZDSO for all or any portion of the Property, for each Initial Development Application; to construct stormwater drainage systems in accordance with the approved master plan; and, to maintain the stormwater drainage systems ensuring proper operation and function. In order to meet the water quality and anti-degradation goals which are impacted by the amount of impervious surfaces, the Owner, its successors and assigns commit to design stormwater management systems in accordance with the County's current Best Management Practices ("BMP's"). Further, Owner agrees to provide BMP's for pre-treatment, including supplemental open space (in accordance with the most current edition available of the Beaufort County Storm Water Best Management Practices manual, required by engineering design and calculations. In addition to the water quality safeguards committed to above by the Owner, notwithstanding Article IX hereof, the Owner and Developer shall adhere to any and all future ordinances or regulations of the County (or portions thereof) governing detention, filtration, and treatment of stormwater provided those ordinances and

regulations apply County-wide and are consistent with sound engineering practices. It is specifically agreed, however, that any such ordinances of the County that directly or indirectly affect the setback, buffer or open space requirements permitted pursuant to the ZDSO and/or this Agreement shall not be applicable to the Owner, the Developer and the Property without the Owner's and Developer's express written consent thereto; provided, however, that open space requirements may be modified as a result of specific implementation requirements for future stormwater management BMP's related to detention and treatment of stormwater that are applicable County-wide and are consistent with sound engineering practices, unless such change in requirements is less than twenty percent (20%) and the appropriate increase in density/intensity is granted by the County to provide for no net loss of density or space.

B. Covenants. The Owner may record restrictive real property covenants that run with the Property that shall govern such matters as architectural control, permitted uses, setbacks, landscaping, trees, exterior lighting, pets and wildlife, maintenance of common areas or open space, and which shall specifically prohibit unsightly activities. The provisions of the covenants for portions of the Property may differ from the covenants applicable to the other portions of the Property.

C. Tree Protection. Except for lands used for silviculture, if any, which shall be controlled by State regulations and Beaufort County's BMP's, Owner, its successors and assigns, including the Developer, shall comply with the provisions of ZDSO appertaining to trees.

D. Legal Status of Workers. The Owner and the County recognize the importance of having legal workers undertake construction and other work on the Property only. Provided such is lawful, the Owner agrees to supplement current County and State laws by requiring all contractors and subcontractors to sign sworn affidavits stating that: (i) all workers in its employ have been verified as to legal status; and, (ii) that to the best of its knowledge, after reasonable diligence, the contractor and subcontractor has verified such legal status. Additionally, provided such is lawful, construction sites shall be posted with notices providing legal status requirements and providing that verification of status may be demanded on the construction site at any time by the Owner, Developer, secondary Developers and/or the County. Any provision of this Section D may be altered with consent of the County Administrator to reflect evolving legal and policy decisions on this subject without formal amendment hereto.

XII. COMPLIANCE REVIEWS

Pursuant to the requirements of Section 6-31-90 of the Act, the Owner or its designee(s), shall meet with the County or its designee, at least once per year during the Term, to review Development completed in the prior year and the Development anticipated to be commenced or completed in the ensuing year. The Owner or its designee(s) shall be required to provide such information as may reasonably be requested, to include but not be limited to: acreage of the Property sold in the prior year; acreage of the Property under contract; the number of certificates of occupancy issued in the prior year, the number of certificates of occupancy anticipated to be issued in the ensuing year; the Development Rights transferred in the prior year; and, the Development Rights anticipated to be transferred in the ensuing year. The Owner or its designee(s) shall be required to compile this information for its respective Development and that of its Developer.

XIII. ASSIGNMENT AND TRANSFERS

A. Notice of Assignment. Owner shall be required to notify Beaufort County, in writing, as and when Development Rights are transferred to any Developer or successor Owner. Such information shall include the identity and address of the acquiring party, a proper contact individual, and the location and number of acres of the Property for which Development Rights are being transferred.

Developers transferring Development Rights to any other party shall be subject to this requirement of notification.

B. Release After Assignment. In the event that the sale or other conveyance of all or a portion of the Property has been deemed to be compliant with this Agreement, the transferring Owner shall be released from any further obligations with respect to the Property being transferred, and the transferee shall, under this Agreement, be considered to be a substitute for the Owner for the Property transferred.

C. Variations. It is acknowledged that nothing in this Agreement shall be deemed or construed to affect the right of any person to seek a variance from those provisions of the ZDSO that are in accordance with applicable state and local laws in effect at the time of the variance application.

XIV. EFFECT OF FUTURE LAWS AND CHANGES TO THE ZDSO

A. Vested Rights. Beaufort County acknowledges that the Owner and Developer are relying upon this Agreement, and agrees that Owner and Developer shall have vested rights to undertake Development of all or any portion of the Property, as depicted in the Unified Development Plan and in accordance with the terms and conditions contained herein. Accordingly, Beaufort County agrees that the Owner's and Developer's reliance upon the terms and conditions contained herein shall create vested rights to undertake Development of all or any portion of the Property in accordance with this Development Agreement.

B. Future Laws. Any amendment or modification to the ZDSO, including any new or successor zoning and development standards ordinances adopted by Beaufort County, shall not be applicable to the Property without the Owner's express prior written consent, except as otherwise provided herein, provided that Beaufort County may apply such subsequently adopted laws to the Development if it holds a public hearing and it is determined that the subsequently adopted laws: (a) are not in conflict with laws governing this Agreement and do not prevent the Development contemplated in this Agreement; (b) are essential to public health, safety or welfare, and the subsequently adopted laws expressly state that they apply to the Development of the Property; and, (c) are specifically anticipated and provided for in the Development Agreement; and provided that: (i) Beaufort County demonstrates that substantial changes have occurred to pertinent conditions regarding the Property existing as of the Effective Date; and, if not addressed by Beaufort County, such conditions would pose a serious risk to the health, safety and welfare of its citizens; or (ii) the Development Agreement is based on substantially inaccurate information supplied by Owner. Owner and Beaufort County acknowledge that a portion of the Property is located within AICUZ Noise Zone 2A and that boundaries and restrictions may change for AICUZ noise zones. In the event such changes are proposed, which apply to all or any portion of the Property, the Owner and the County each agree to work together in good faith to alleviate the impact of such changes on the Property. In no event, however, shall the Owner be required to reduce or transfer density as shown in the Unified Development Plan, without the written consent of the Owner. Owner shall, however, continue to provide to purchasers of all or any portion of the Property, proper AICUZ Noise Zone Disclosure Forms as required by current or subsequent laws, and shall be bound by all current and future noise attenuation requirements for construction.

C. Future Laws of General Application. The parties specifically acknowledge that this Agreement shall not prohibit the application of any present standard codes or future codes in compliance with Section 6-31-160 of the Act, or any tax or fee of general application throughout the County. No future development and/or aid to construction, Impact Fees or special assessments shall apply to the Property without the written consent of the Owner.

XV. DEFAULTS

The failure of the Owner, Developer or County to comply with the terms of this Agreement shall constitute a default, entitling the non-defaulting party to pursue such remedies as deemed appropriate, including specific performance and the termination of this Development Agreement in accordance with the Act; provided, however, that no termination of this Development Agreement may be declared by the County without the County providing to the Owner and Developer the notice, hearing and opportunity to cure in accordance with the Act; and provided further that nothing herein shall be deemed or construed to preclude the County or its designee from issuing individual stop work orders or voiding specific permits issued for Development when such Development contravenes the provisions of the ZDSO or this Development Agreement.

A default of the Owner shall not constitute a default by the Developer; and a default by the Developer shall not constitute a default by the Owner; nor shall a default by one Owner or Developer constitute a default of the Owners collectively.

XVI. MODIFICATION OF AGREEMENT

This Development Agreement may be modified or amended only by the written agreement of the County and the Owner. No statement, action or agreement hereafter made shall be effective to change, amend, waive, modify, discharge, terminate or effect an abandonment of this Agreement in whole or in part unless such statement, action or agreement is in writing and signed by the party against whom such change, amendment, waiver, modification, discharge, termination or abandonment is sought to be enforced.

If an amendment affects less than all the persons and entities comprising the Owner(s), then only the County and those affected persons or entities shall sign such written amendment. Because this Agreement constitutes the Unified Development Plan for the Property, minor modifications to a site plan or to Development provisions may be made without a public hearing or amendment to the Development Agreement Ordinance. Any requirement of this Agreement requiring consent or approval of one of the parties shall not require amendment of this Agreement unless the text expressly requires amendment. Wherever said consent or approval is required, the same shall not be unreasonably withheld.

The plans for Development of the Property are not intended to be a rigid, nor exact. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of residential/commercial Developments suggested is followed and respected.

XVII. NOTICES

Any notice, demand, request, consent, approval or communication which a signatory party is required to or may give to another signatory party hereunder shall be in writing and shall be delivered or addressed to the other party at the address set forth below or to such other address as such party may from time to time direct by written notice given in the manner herein prescribed. Such notice or communication shall be deemed to have been given or made when communicated by personal delivery or by independent courier service or by facsimile; or, if by mail, on the fifth (5th) business day after the deposit thereof in the United States Mail, postage prepaid, registered or certified, addressed as hereinafter provided.

All notices, demands, requests, consents, approvals or communications to the County shall be addressed as follows:

To Beaufort County: Office of Beaufort County Administrator
100 Ribaut Road
Room 156
Beaufort, SC 29902

With Copy To: Beaufort County Legal Department
c/o Joshua A. Gruber, Esquire
Post Office Drawer 1228
Beaufort, SC 29901-1228

And to Owner: Burton Development, LLC
c/o Cherokee Beaufort, LLC
Attn: Mr. Robert Turner
22 Market Street
Beaufort, SC 29906

With Copy To: McNair Law Firm, P.A.
Post Office Drawer 3
Hilton Head Island, SC 29938
Attn: Walter J. Nester, III

XVIII. GENERAL

A. Subsequent Laws. In the event that State or Federal laws or regulations are enacted after the execution of this Development Agreement or decisions are issued by a Court of competent jurisdiction which prevent or preclude compliance with the Act or one or more provisions of this Agreement (“New Law” or “New Laws”), the provisions of this Agreement shall be modified or suspended as may be necessary to comply with such New Laws. Immediately after enactment of any such New Law or court decision, those parties designated by the Owner, the Developer and the County shall meet and confer in good faith in order to agree upon such modification or suspension based on the effect such New Law would have on the purposes of intent of this Agreement. During the time that these parties are conferring on such modification or suspension or challenging the New Laws, the County may take reasonable action to comply with such New Laws. Should these parties be unable to agree to a modification or suspension, either may petition a Court of competent jurisdiction for an appropriate modification or suspension of this Agreement. In addition, the Owner, the Developer and the County each shall have the right to challenge the New Laws preventing compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

B. Estoppel Certificate. The Owner, the Developer and the County may, at any time, and from time to time, deliver written notice to the other applicable party requesting such party to certify in writing:

- (i) that this Agreement is in full force and effect;
- (ii) that this Agreement has not been amended or modified, or if so amended, identify those amendments;
- (iii) whether, to the knowledge of such notifying party, the requesting party is in default or claimed default in the performance of its obligations under this Agreement, and, if so, describing the nature and amount, if any, of any such default or claimed default; and

(iv) whether, to the knowledge of such notifying party, any event has occurred or failed to occur which, with the passage of time or the giving of notice, or both, would constitute a default and, if so, specifying each such event.

C. **Entire Agreement.** This Agreement sets forth, and incorporates by reference all of the agreements, conditions and understandings among the County, the Owner and the Developer relative to the Property and its Development and there are no promises, agreements, conditions or understandings, oral or written, expressed or implied, among these parties relative to the matters addressed herein other than as set forth or as referred to herein.

D. **No Partnership or Joint Venture.** Nothing in this Agreement shall be deemed to create a partnership or joint venture between the Owner, the Developer or the County or between the Owner(s), or the Owner and any Developer, or to render such party liable in any manner for the debts or obligations of another party.

E. **Exhibits.** All exhibits attached hereto and/or referred to in this Agreement are incorporated herein as though set forth in full.

F. **Construction.** The parties agree that each party and its counsel have reviewed and revised this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendments or exhibits hereto.

G. **Assignment.** Other than as defined herein, no other rights, obligations, duties or responsibilities devolved by this Agreement on or to the Owner, Developer or the County shall be assignable to any other person, firm, corporation or entity.

H. **Governing Law.** This Agreement shall be governed by the laws of the State of South Carolina.

I. **Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and such counterparts shall constitute but one and the same instrument.

J. **Agreement to Cooperate.** In the event of any legal action instituted by a third party or other governmental entity or official challenging the validity of any provision of this Agreement, the parties hereby agree to cooperate in defending such action; provided, however, each party shall retain the right to pursue its own independent legal defense.

K. **Eminent Domain.** Nothing contained in this Agreement shall limit, impair or restrict the County's right and power of eminent domain under the laws of the State of South Carolina.

L. **No Third Party Beneficiaries.** The provisions of this Agreement may be enforced only by the County, the Owner and the Developer (including successors and/or assigns). No other persons shall have any rights hereunder.

XIX. STATEMENT OF REQUIRED PROVISIONS

A. **Specific Statements.** The Act requires that a development agreement include certain mandatory provisions, pursuant to Section 6-31-60(A). Although certain of these items are addressed elsewhere in this Agreement, the following listing of the required provisions is set forth for

convenient reference. The numbering below corresponds to the numbering utilized under Section 6-31-60(A) for the required items:

1. **Legal Description of Property and Legal and Equitable Owner.** The legal description of the Property is set forth in Exhibit “A”, attached hereto. The current legal Owner of the Property is Cherokee Beaufort, LLC.

2. **Duration of Agreement.** The duration of this Agreement shall be five (5) years, with three (3) five (5)-year renewal terms.

3. **Permitted Uses, Densities, Building Heights and Intensities.** A complete listing and description of permitted uses, Dwelling Unit densities, building intensities and heights, as well as other Development related standards, are contained in this Agreement.

4. **Required Public Facilities.** The utility services available to the Property are described generally above regarding electrical service, telephone and solid waste disposal. The mandatory procedures of the ZDSO and this Agreement, and/or the use of Development Impact Fees, fees in lieu, or other funding sources at the County’s option shall ensure availability of roads, schools, parks and utilities to serve residents on a timely basis.

5. **Dedication of Land and Provisions to Protect Environmentally Sensitive Areas.** All relevant State and Federal laws shall be fully complied with, in addition to the provisions set forth in this Agreement. Where required by State or Federal law, protective buffers for wetlands shall be created.

6. **Local Development Permits.** The Development is set forth in the Unified Development Plan, and must comply with the ZDSO. Specific permits shall be obtained prior to commencing Development, consistent with the standards set forth in the ZDSO. Building permits shall be obtained under County Ordinances for any vertical construction, and appropriate permits shall be obtained from the State of South Carolina (OCRM) and the Army Corps of Engineers, when applicable, prior to any impact upon salt or freshwater wetlands. It is specifically understood that the failure of this Agreement to address a particular permit, condition, term or restriction shall not relieve the Owner, its successors and assigns, of the necessity of complying with the law governing the permitting requirements, conditions, terms or restrictions.

7. **Comprehensive Land Use Plan and Development Agreement.** The Development permitted and proposed hereunder is consistent with the Beaufort County Comprehensive Land Use Plan and with the County’s current land use regulations.

8. **Terms for Public Health, Safety and Welfare.** The Beaufort County Council finds that all issues currently relating to public health, safety and welfare have been adequately considered and appropriately dealt with under the terms of this Agreement, the ZDSO and existing law.

9. **Historical Structures.** No specific terms relating to historical structures shall be pertinent to this Development Agreement. All historic structures and issues shall be addressed through the permitting process of the ZDSO at the time of Development; and no exception from any existing standard shall be hereby granted.

Exhibit A
Property Description



CHEROKEE FARMS

EXISTING CONDITIONS

The following section is intended to supply detailed information on the existing conditions of the Cherokee Farms Project.

A. Current Ownership

Cherokee Beaufort, LLC currently owns the Cherokee Farms Tract. The Owner and the Applicant have entered into a joint venture agreement. Upon approval of a Development Agreement, Cherokee Beaufort, LLC will transfer ownership of the Tract to the joint venture, Burton Development, LLC.

B. Location and Adjacent Property Owners

The 104.85 acre site, referred to as Cherokee Farms, is located on Port Royal Island in the Burton community and is bounded on the north by a number of small, single family subdivisions, on the south by the Habersham PUD, on the east by Joe Frazier Road and the former Bellamy Farms site and on the west by single family residential and undeveloped land.

The predominant use of property north, east and west of the site is single family residential. The most predominant neighbor, on the southern border of the site, is the Habersham PUD. There are several small undeveloped land parcels immediately northwest and southeast of the Cherokee Farms Phase. The largest undeveloped land parcel is the Burlington Plantation PUD, which is west of the site and fronts Cherokee Farms Road.

The precise location of all of the individual property owners is detailed on the Boundary Survey.

C. Current Zoning

The Cherokee Farms Phase is part of Official Land Use Zoning Map 100-27 and is specifically identified as District 100, Map 27, Parcels 13 and 13A. The current zoning classification is Suburban (S).

D. Boundary Survey

A boundary survey is attached and includes the following information:

- 1) Computed Acreage
- 2) Control Points, Dimensions and Coordinate Data
- 3) Existing Roads and Easements
- 4) Adjacent Property Owners
- 5) FEMA Zones



CHEROKEE FARMS

E. Topographical Survey

Beaufort Surveying has completed a topographical survey of the property. There is currently a 9-acre active farm, which will remain in place as part of the development plan. There are no other infrastructure improvements on the property. Elevations vary from over 33 feet above sea level to 12 feet along the isolated freshwater wetlands at the northwest corner of the property. The existing drainage pattern is limited to natural sheet flow that runs to a series of agricultural drainage ditches.

F. Soils

The soils inherent to the Cherokee Farms Phase are Wando, Coosaw, Murad, Seabrook and Tonges.

G. Natural Resources Survey

The last known use of the property was agricultural, and therefore, a large part of Cherokee Farms has been cleared by previous owners. In general, what tree canopy there is on the property is limited to the isolated freshwater wetlands at the northwest corner of the property. Young native over story specimens such as white oak, water oak, southern magnolia and pignut hickory can be found on certain sections of the property. However, the dominant vegetation on the site is an under-story of dense tangle of brambles, vines and shrubs. A more detailed discussion of the forest type occurring on the Cherokee Farms Phase is included in the threatened and endangered species report. Except for the area at the northwest corner of the property, the environmental consultant has also concluded that there are no major stands of trees that would be classified as protected natural areas under the Beaufort County Development Standards. The isolated freshwater wetlands on the property were previously delineated and categorized in 2002 and were previously reviewed by Beaufort County as part of the Suburban rezoning of Cherokee Farms in 2006. The delineation has since been renewed for another 5 years.

H. Delineated Wetlands

An analysis of the freshwater wetlands was previously performed by Soil and Wetlands Consulting and recently updated. The extent of the wetlands has been delineated and is depicted on the wetlands survey. Specifically, there are two freshwater wetlands, .71 acres of jurisdictional wetlands and 4.20 acres of non-jurisdictional wetlands. A letter from the U.S. Army Corps of Engineers – Charleston District, dated December 31, 2002, represents the final determination of wetlands on the property. The South Carolina Department of Health and Environmental Control (Office of Ocean and Coastal Resource Management) has also provided a wetlands determination letter. The Applicant does intend to impact and improve the 4.20 acres of non-jurisdictional wetlands and has done a wetlands mitigation plan. The .71 acres of jurisdictional wetlands will be preserved.



CHEROKEE FARMS

I. Threatened and Endangered Species

A Threatened and Endangered Species Report has been completed by Simkins Environmental Consulting. The survey concluded that there is no presence or likely presence of any threatened and endangered species on the Cherokee Farms Phase.

J. Archeological Survey

The Cherokee Farm property has already been evaluated by Beaufort County's Historic Preservationist. The Historic Preservationist issued a letter dated January 5, 2005 stating that no archeological resources will be affected by the development of the property. However, as required, the Applicant will cease work if archaeological or paleontological materials are encountered prior to or during construction.

K. Marine Corps Air Station – AICUZ Zone

A portion of the Cherokee Farms Phase is located in the MCAS Runway 05 approach corridor. Approximately 45.5 acres of the 104.85 acre site is situated within AICUZ noise zone 2a (65 to 70 DNL). A diagram that approximates the extent of the noise zone is attached. The Liaison Office has previously issued a findings letter as part of the Suburban rezoning of Cherokee Farms in March 2006.

On February 1, 2007, the Applicant, Planning Director and Assistant Planning Director met with the Liaison Officer for the MCAS. The purpose of this meeting was to discuss the new zoning standards for the MCAS Overlay District (which were adopted in December 2006), and its potential impact on the Cherokee Farms project. Pursuant to Appendix A1 - Section 5(d) of the Beaufort County Zoning and Development Standards Ordinance, the new ordinance states that single family residential development within noise zone 2a (DNL 65 to 70) shall not be permitted at a gross density that exceeds two dwelling units per acre. The Master Plan for the Cherokee Farms Phase does meet these standards.

L. FEMA Zones

According to the Flood Insurance Rate Map (Community Panel # 450025-0065-D Index Dated September 29, 1986), there are two FEMA zones on the Cherokee Farms Phase. The two zones include Zone C (minimal hazard) and Zone A9 (subject to a 100-year flood event). All habitable structures and other qualifying facilities within Zone A9 must be constructed above an elevation of 13 feet mean sea level.

M. Easements

There are no known easements that affect the Cherokee Farms Project.

Exhibit B

Unified Development Plan
(for Habersham PUD and Property)

Development Summary:

I. Allowed Density and Open Space Requirements

- a. 275 Acre Habersham PUD Zoning District
 - a. Density Allowed: 650 Single Family, 350 Multi-Family, 55 Acres
 - b. Open Space Required: 10 Acres
- b. 48 Acre Sunrise Tract Amended PUD Zoning District
 - a. Density Allowed: 85 Single Family, 84 Multi-Family
 - b. Open Space Required: 10 Acres
 - c. Commercial Allowed: 10,000 Square Feet
- c. 105 Acre Cherokee Farms Tract Suburban Zoning District/TNO Overlay
 - a. Density Allowed: 203 Units
 - b. Open Space Required: 36 Acres
 - c. Commercial Allowed: 460,664 Square Feet

II. Actual Density and Open Space Provided Under the Unified Plan

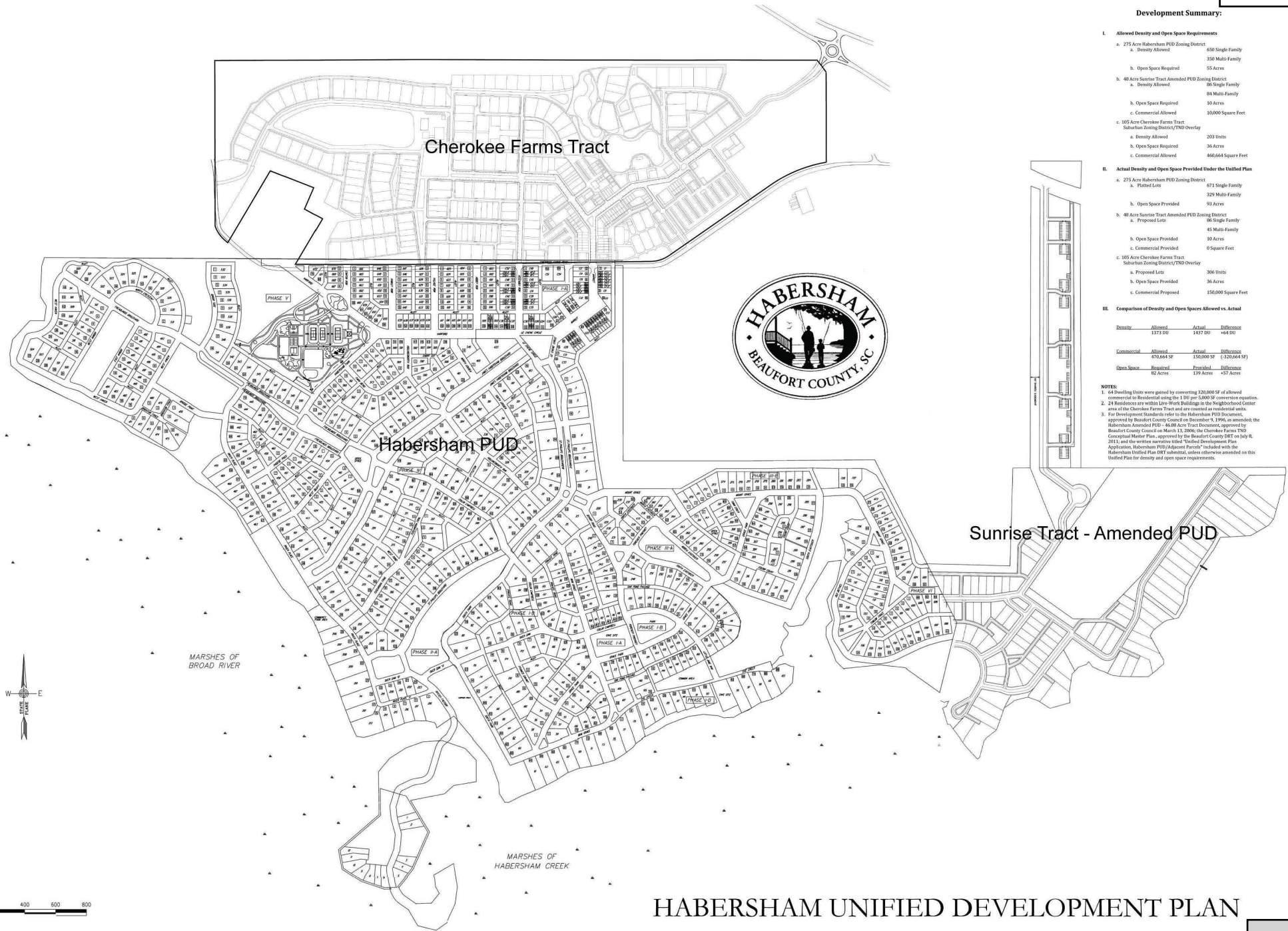
- a. 275 Acre Habersham PUD Zoning District
 - a. Planned Lots: 672 Single Family, 329 Multi-Family
 - b. Open Space Provided: 93 Acres
- b. 48 Acre Sunrise Tract Amended PUD Zoning District
 - a. Proposed Lots: 95 Single Family, 81 Multi-Family
 - b. Open Space Provided: 10 Acres
 - c. Commercial Provided: 0 Square Feet
- c. 105 Acre Cherokee Farms Tract Suburban Zoning District/TNO Overlay
 - a. Proposed Lots: 306 Units
 - b. Open Space Provided: 36 Acres
 - c. Commercial Proposed: 150,000 Square Feet

III. Comparison of Density and Open Spaces Allowed vs. Actual

| Density | Allowed | Actual | Difference |
|------------|------------|------------|--------------|
| | 1373 DU | 1437 DU | +64 DU |
| Commercial | Allowed | Actual | Difference |
| | 470,664 SF | 150,000 SF | (320,664 SF) |
| Open Space | Required | Provided | Difference |
| | 82 Acres | 139 Acres | +57 Acres |

NOTES:

- 64 Dwelling Units were gained by converting 320,000 SF of allowed commercial to Residential using the 1:80 per 4,000 SF conversion equation.
- 29 Residences are within Live-Work Buildings in the Neighborhood Center area of the Cherokee Farms Tract and are counted as residential units.
- For Development Standards refer to the Habersham PUD Document, approved by Beaufort County Council on December 9, 1996, as amended; the Habersham Amended PUD - 46.88 Acre Tract Document, approved by Beaufort County Council on March 12, 2006; the Cherokee Farms TNO Conceptual Master Plan, approved by the Beaufort County CRT on July 8, 2011 and the website narrative titled "Unified Development Plan Application, Habersham PUD/Adjacent Parcels" included with the Habersham Unified Plan DPT submission, unless otherwise amended on this Unified Plan for density and open space requirements.



HABERSHAM UNIFIED DEVELOPMENT PLAN



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

I. APPLICANT INFORMATION

Robert J. “Bob” Turner and **Stephen Davis** are the principals of Cherokee Investments, LLC as well as the town founders of the Habersham neighborhood. As agents of the Rentz family, Messieurs Turner and Davis have worked together for over sixteen years in a variety of roles with other development companies and partnerships in Beaufort County.

Stephen Davis is also a Manager and Development Consultant with the prestigious engineering firm of Davis and Floyd. Stephen has worked along side a number of respected developers throughout South Carolina and thus, has gained valuable insight into the development process. While working on projects in environmentally pristine areas of Beaufort such as Spring Island, Brays Island and Newpoint, Stephen has developed a unique skill set in the areas of storm water management, preservation of water quality and alternative engineering methods.

For a number of years, Bob Turner was the Development Manager for Spring Island and Callawassie Island. In 1992, Mr. Turner struck out on his own as a Managing Partner of the Newpoint community, a new urbanist project, which quickly gained national recognition and honors for its traditional design and architecture. As Newpoint neared completion, Mr. Turner led a partnership that developed in-fill residential and commercial sites for the Town of Port Royal, South Carolina. Today, Mr. Turner is the primary development manager for the Habersham project.

II. PROJECT INTRODUCTION

Cherokee Investments, LLC (hereinafter, referred to as the “Applicant”) is pleased to submit this application for a Unified Development Plan that combines several tracts of land with a singular intent. An 104.85 acre tract (hereinafter, referred to as “Cherokee Farms Tract”) adjoins the northern edge of the present-day Habersham Tract. An additional 46.88 acre tract lies to the immediate east of the Habersham Tract and is referred to as the Sunrise Tract. A location map of the three tracts is included. Although the Cherokee Farms Tract is not part of the Habersham PUD, the Applicant plans to develop the Cherokee Farms project in such a way that it interconnects and blends seamlessly with the existing design elements and development standards of the Habersham neighborhood. The Applicant is seeking Approval for a Unified Development Plan consisting of the Habersham Tract, Sunrise Tract-Amended PUD, and the Cherokee Farms Tract, which would allow a more cohesive overall residential density and appropriate amount of commercial square footage.

A. History of the Habersham Development

On June 11, 1997, the Beaufort County Council ratified the Applicant’s request for a change of zoning for 275.1 acres located along the northern marshes of the Broad River at its confluence with Habersham Creek. However, this “change” represented a significant departure from the suburban cul-de-sac design that was initially approved for the site in 1988. In essence, the old design was supplanted by New Urbanism – which is a traditional village format of walkable, mixed-use, neighborhoods. Since the “change”, the Applicant has pursued a development strategy that places a major emphasis on designing and building both a quality private and public realm. The Habersham neighborhood has received numerous design awards (including the Platinum award for “Best Neighborhood in America” from The National Association of Home Builders) as well as plaudits from some of the nation’s most influential



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

magazines and newspapers. In March 2006, Habersham added a second phase to the project by rezoning 46.88 acres located along Habersham Creek to PUD Zoning District (hereinafter, referred to as the "Sunrise Tract").

In March 2006, the current owner of the Cherokee Farms property, Cherokee Beaufort, LLC, rezoned the site from Rural – Transitional Overlay (R-TO) to Suburban (S). The original intent behind this Suburban rezoning request was to allow for development of the property in a manner that would complement and be similar to Habersham. To achieve this, the Owner hired the same new urbanist land planning firm that designed Habersham (Duany Plater-Zyberk & Company), and in July 2002, a land planning charrette was completed for the Cherokee Farms project. The design codes and site plan created by Duany Plater-Zyberk & Company (hereinafter, referred to as "DPZ") were a key component of the Owner's rezoning submission to the Planning Department in October 2003, and the cohesiveness of the Cherokee Farms project to Habersham was referenced by the Planning Staff as a significant feature of the project in Staff memorandums to the Planning Commission and Land Management Committee.

In December 2005, the Applicant became involved in the Cherokee Farms project as a joint venture partner and at this juncture, assumed responsibility for the rezoning as the project moved through Second and Final Readings of County Council. The goal of this joint venture is to allow Habersham and Cherokee Farms to be developed as a seamless community. To accomplish this goal, the applicant is proposing to develop the project using the Traditional Neighborhood Development option, as described in Article XI of the ZDSO, so that special design controls can be implemented to ensure a cohesive connection and character with the neighboring community of Habersham. This allows a residential density of 3 units/acre and an appropriate amount of commercial square footage. Using this allowance, the Cherokee Farms master plan is allowed 203 residential units and 460,664 square feet of commercial space. Since 45.5 acres of Cherokee Farms exists in the AICUZ Noise Zone 2a, only 2 units/acre are allowed in this zone, therefore, the master plan proposes just 91 units in the Noise Zone. Live-work units designated for residences are counted towards this residential density requirement.

B. Project Description and Rationale

Again, the Applicant is petitioning that the Cherokee Farms property, encompassing some 104.85 acres, be included as part of an overall Unified Development Plan that encompasses the Habersham PUD and Amended PUD so that residential densities can be shifted amongst the tracts to create a more cohesive overall density. With the Cherokee Farms conceptual Master Plan activating the Traditional Neighborhood Development option under Suburban (S) zoning, as described in Article XI of the ZDSO, it can have similar site design and development standards as the Habersham PUD and therein, become a seamless part of the overall Habersham community.

One of the most compelling reasons for creating a Unified Development Plan with the Cherokee Farms tract and the two Habersham PUD Tracts is that this represents a tried and cohesive development model, which benefits the region. The Habersham PUD has become a symbol and an exemplar of the principles underlying the New Urbanism that is sweeping the nation. Habersham has provided Beaufort County and the Low Country with an alternative to suburban sprawl. With its growing town center and the addition of a true "commercial node", the Habersham PUD and Cherokee Farms will serve as an urban hub for the surrounding Burton community and the region. The different street sections and assortment of building types afford a varied and authentic environment.



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

II. EXISTING CONDITIONS

A. Location and Adjacent Property Owners

The Tracts included in the Unified Development Plan are located on Port Royal Island in the Burton community and are bounded on the north by a number of small, single family subdivisions, on the south by the Broad River, on the east by Joe Frazier Road and the former Bellamy Farms site and on the west by single family residential and undeveloped land.

The predominant use of property north, east and west of the site is single family residential. There are several small, undeveloped land parcels immediately northwest and southeast of the Cherokee Farms Tract. The largest undeveloped land parcel is the Burlington Plantation PUD, which is west of the tracts and fronts Cherokee Farms Road. The Beaufort County School System owns approximately 19.51 acres of undeveloped land that is surrounded on three sides by the Sunrise Tract. The School System site is situated at the northern part of the Tract and incorporates a shared access easement with the owner. Beaufort County Schools had originally planned to construct a neighborhood Elementary School on this site; however, the schedule and ultimate reality of the school is unclear at this time.

B. Current Zoning

The Cherokee Farms Tract is part of Official Land Use Zoning Map 100-27 and is specifically identified as District 100, Map 27, Parcels 13 and 13A. The current zoning classification is Suburban (S).

The Habersham Tract is part of Official Land Use Zoning Map 100-27. It is currently zoned PUD and is completely platted.

The Sunrise Tract is part of Official Land Use Zoning Map 100-28 and is specifically identified as District 100, Map 28, Parcel 77. The current zoning is PUD since it the Habersham PUD was amended in 2006 to include the Sunrise Tract.

C. Marine Corps Air Station – AICUZ Zone

A portion of the Cherokee Farms Tract is located in the MCAS Runway 05 approach corridor. Approximately 45.5 acres of the 104.85 acre site is situated within AICUZ noise zone 2a (65 to 70 DNL). The Liaison Office has previously issued a findings letter as part of the Suburban rezoning of Cherokee Farms in March 2006.

On February 1, 2007, the Applicant, Planning Director and Assistant Planning Director met with the Liaison Officer for the MCAS. The purpose of this meeting was to discuss the new zoning standards for the MCAS Overlay District (which were adopted in December 2006), and its potential impact on the Cherokee Farms Tract. Pursuant to Appendix A1 - Section 5(d) of the Beaufort County Zoning and Development Standards Ordinance, the new ordinance states that single family residential development within noise zone 2a (DNL 65 to 70) shall not be permitted at a gross density that exceeds two dwelling



HABERSHAM UNIFIED DEVELOPMENT PLAN PROJECT NARRATIVE (APPLICATION)

units per acre. The Master Plan for the Cherokee Farms Tract with this Unified Development Plan does meet these standards.

**UNITED STATES MARINE CORPS**MARINE CORPS AIR STATION
BEAUFORT, SOUTH CAROLINA 29904-5001

IN REPLY REFER TO:

1754

CP&L

January 30, 2004

Beaufort County Planning Department
Attention: Mr. Anthony Criscitiello
1000 Ribaut Road
Beaufort, S.C. 29902

Dear Mr. Criscitiello,

Subj: CHEROKEE FARMS

The MCAS Beaufort Community Plans and Liaison Office reviewed the proposed development plans for Cherokee Farms for compatibility with the Air Station 2003 AICUZ Plan recommendations. The following are the findings of this review:

a. Cherokee Farms is adjacent to Habersham Plantation, located in the MCAS Runway 05 approach corridor, and approximately 3.5 miles southwest of the runway threshold. Approximately 30 acres of the 105-acre development is situated within AICUZ Noise Zone 2 (65-69 DNL). The development is beyond any existing or planned aircraft accident potential zones.

b. The 2003 AICUZ Plan recommendations discourage residential developments in noise zones 65-69 DNL. However, where there is a demonstrated community need for residential housing in noise zones, and the community determines that these uses must be allowed, measures to achieve outdoor to indoor noise level reduction (NLR) of at least 25dB should be incorporated in the construction of the residential or commercial units. Normal permanent construction can be expected to provide a NLR of 20dB. Other proposed uses within the AICUZ Noise Zone 2 such as recreation buildings or community centers should also incorporate the 25dB NLR standard. Mobile Homes are not recommended in Noise Zone 2.

c. Noise attenuation efforts will not eliminate outdoor noise problems. Potential buyers of homes or properties located in AICUZ Noise Zones should be notified of the existence of low flying military aircraft, and the possibility of late night operations that may be accompanied by noticeable noise levels.

d. The proposed development plans did not include any plans for towers or structures that might exceed recommended height limitations.

If you have any questions, please contact LtCol. P.D. Noonan, Community Plans and Liaison Officer at 843-228-7119 or Bruce Jackson, Deputy Community Plans and Liaison Officer at 843-228-7131.

Sincerely,



P.D. NOONAN

By direction

Sent to George Johnson of Habersham
to illustrate the AICUZ footprint on the
focus site.

By TN Beaufort County Planning
11.14.06

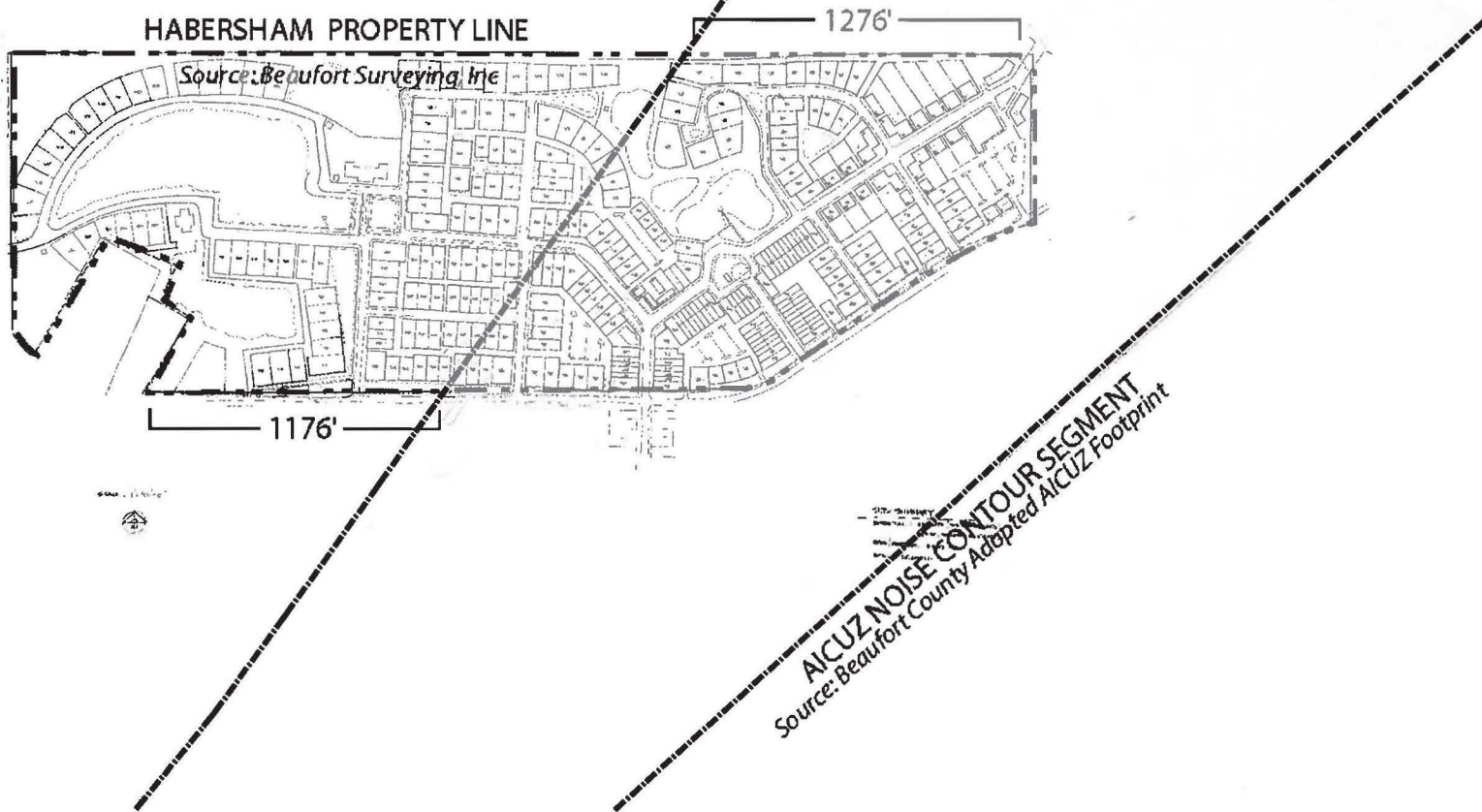


Exhibit C

Development Schedule

Redevelopment of the Property is expected to occur in phases over the Term of the Development Agreement, with the sequence and timing of Development dictated largely by market conditions. The following estimate of expected Development is hereby included, to be updated by the Owner as the same evolves over the Term:

| <u>Development</u> | <u>Date of Commencement / Completion</u> |
|--------------------|--|
| Phase 1 | 0 - 15 months |
| Phase 2 | 16 - 24 months |
| Phase 3 | 25 - 36 months |
| Phases 4 & 5 | 37 - 48 months |
| Phases 6 & 8 | 48 – 60 months |

As stated in Article III of the Development Agreement, actual Development may occur more or less rapidly based on market conditions and other factors.

CHEROKEE FARMS

PHASING PLAN

Beaufort County, SC
August 15, 2013

0' 50' 100' 250'



KEY

- Phase 1 - Approximately 9 Acres - 70 Residential Units
- Phase 2 - Approximately 20 Acres - 91 Residential Units
- Phase 3 - Approximately 4 Acres - 19 Residential Units
- Phase 4 - Approximately 9 Acres - 42 Residential Units
- Phase 5 - Approximately 35 Acres - 34 Residential Units, 150,000 sq. ft. of Commercial
- Phase 6 - Approximately 6 Acres - 23 Residential Units
- Phase 7 - Approximately 22 Acres - 27 Residential Units

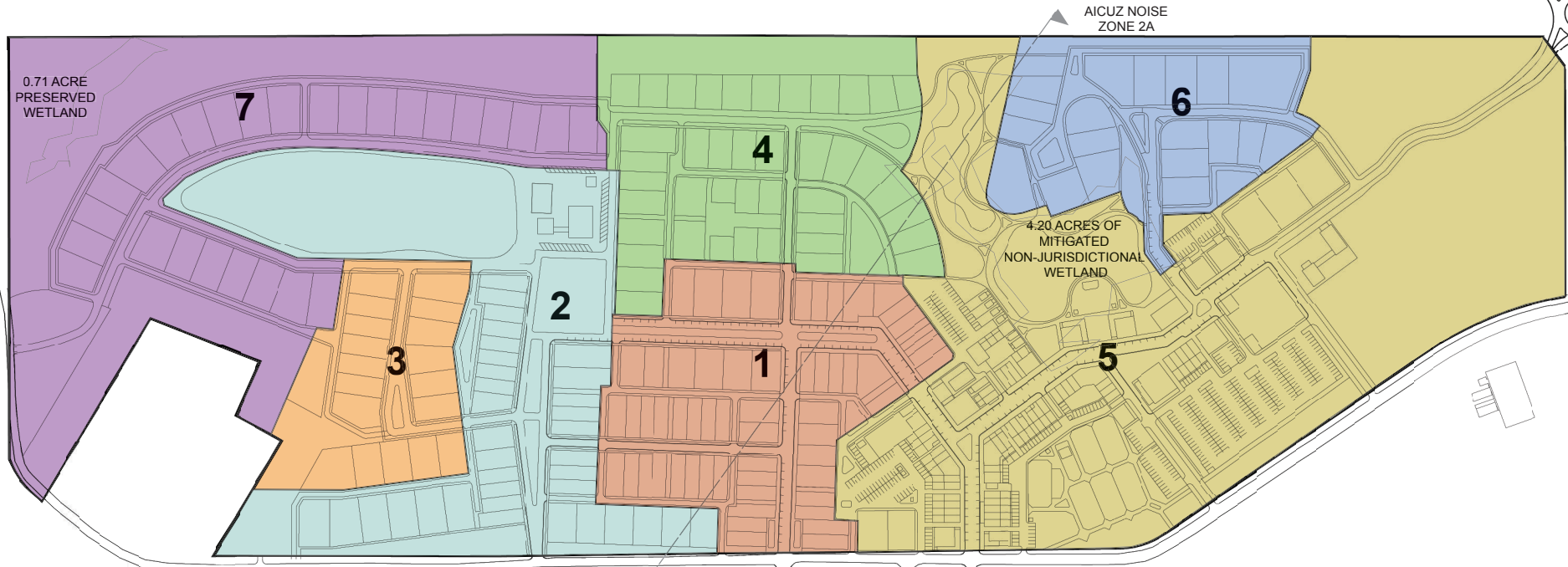


Exhibit D

Plans prepared by Davis & Floyd, Inc.
(for Joe Frazier Road Round-a-bout)

PIN 00000

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | 1 | 37 |

| SHEET # | DESCRIPTION | SHEET TOTALS |
|-----------|--|--------------|
| 1 | Title Sheet | 1 |
| 2 | Summary of Estimated Quantities | 1 |
| 3 - 3B | Typical Sections | 3 |
| 5 | General Construction Note | 1 |
| 5A | Reference Data Sheets | 1 |
| 6 - 6D | Plan and Profile Sheets | 4 |
| TC1 - TC3 | Traffic Control and Construction Phasing | 3 |
| PMI | Pavement Markings and Signing Plans | 1 |
| LS | Landscaping Plan | 1 |
| EC1 - EC2 | Erosion Control Plans | 2 |
| XI - XI9 | Cross Sections | 19 |
| | TOTAL SHEETS | 37 |

NOTE: SHEET 4 OMITTED.

IMPROVEMENTS FOR BEAUFORT COUNTY

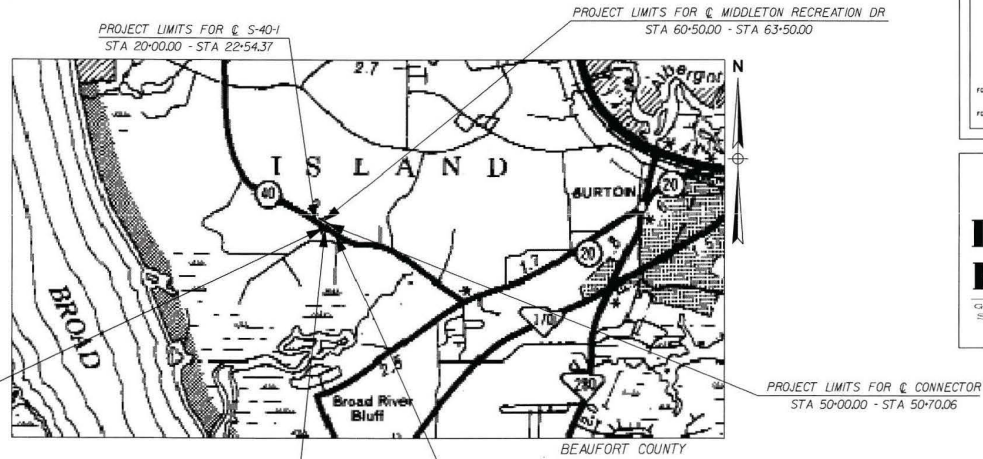


PLAN AND PROFILE OF PROPOSED STATE HIGHWAY

BEAUFORT COUNTY
FILE 0.0000 PROJ. 0000

S-40 (JOE FRAZIER ROAD) ROUNDAABOUT DESIGN AT S-40 & NEEDLES ROAD

Design Reference for these plans is the
2001
AASHTO "A Policy on Geometric Design of
Highways and Streets"



CONSULTANT - CONSULTING ENGINEERING
PROJECT ENGINEER FIRM
FOR PERMITTING ONLY

DAVIS & FLOYD, INC.
No. 000538
SOUTH CAROLINA
REGISTERED PROFESSIONAL ENGINEERS

FOR RIGHT-OF-WAY: DATE: _____
FOR CONSTRUCTION: DATE: 8/19/10

240 STONERIDGE DRIVE
SUITE 305
COLUMBIA, SC 29210
803-258-4121

DAVIS & FLOYD Engineering
Architecture
Environmental
Laboratory Services

GREENWOOD • CHARLESTON • COLUMBIA
SOUTH CAROLINA

Certification Statement

These plans were prepared and certified by the Consultants for completeness. No reviews or signatures by the SCDOT are required.

TRAFFIC DATA

| Year | ADT | Trucks % |
|------|-------|----------|
| 2008 | 8500 | |
| 2028 | 14800 | |
| | | 11 % |

LEGEND

| | |
|------------------|-----|
| PROPOSED PROJECT | --- |
| OTHER ROADS | --- |

3 DAYS BEFORE DIGGING IN
SOUTH CAROLINA
CALL 1-800-922-0983
PALMETTO UTILITY PROTECTION SERVICE

PROJECT LIMITS FOR @ HABERSHAM
STA 32+00.00 - STA 33+36.45

PROJECT LIMITS FOR @ S-40
STA 17+60.29 - STA 19+35.73

LAYOUT

| | S-40 | S-40-1 | ROUND | HABERSHAM | CONNECTOR | MIDDLETON | TOTAL | |
|-------------------------|-------|--------|-------|-----------|-----------|-----------|-------|-------|
| NET LENGTH OF ROADWAY | 0.033 | 0.048 | 0.071 | 0.026 | 0.013 | 0.057 | 0.222 | MILES |
| NET LENGTH OF BRIDGES | | | | | | | | MILES |
| NET LENGTH OF PROJECT | 0.033 | 0.048 | 0.071 | 0.026 | 0.013 | 0.057 | 0.222 | MILES |
| LENGTH OF EXCEPTIONS | | | | | | | | MILES |
| GROSS LENGTH OF PROJECT | 0.033 | 0.048 | 0.071 | 0.026 | 0.013 | 0.057 | 0.222 | MILES |

NOTE: ALL WORKMANSHIP AND MATERIAL ON THIS PROJECT TO CONFORM WITH SOUTH CAROLINA DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION (LATEST EDITION), AND BOOK OF STANDARD DRAWINGS FOR ROAD CONSTRUCTION (LATEST PUBLISHED ENGLISH REVISION).

NPDES PERMIT INFORMATION

NPDES Disturbed
Area = 1.17 Acres

Approximate Location of Roadway is:
Longitude 80° 46' 11"
Latitude 32° 26' 00"

RAILROAD INVOLVEMENT?
YES / NO

std form2.dgn

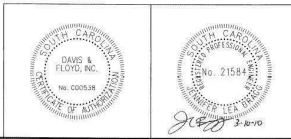
| FED. RD. DIV. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|-------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | | | S-40 | 2 | |

SUMMARY OF ESTIMATED QUANTITIES

| ITEM NO. | PAY ITEM | QUANTITY | PAY UNIT |
|----------|--|----------|----------|
| 1031000 | MOBILIZATION | NEC | LS |
| 1050800 | CONST. STAKES, LINES & GRADES | 1 | EA |
| 1061100 | QUALITY CONTROL FOR EARTHWORK | 1 | LS |
| 1061200 | QUALITY CONTROL FOR BASES AND SUBBASES | 1 | LS |
| 1071000 | TRAFFIC CONTROL | 1 | LS |
| 2012000 | CLEARING AND GRUBBING WITHIN ROADWAY | 1 | LS |
| 2025000 | REMOVAL AND DISPOSAL OF EXISTING ASPHALT PAVEMENT | 2000 | SY |
| 2031000 | UNCLASSIFIED EXCAVATION | 633 | CY |
| 2033000 | BORROW EXCAVATION | 2100 | CY |
| 2034000 | MUCK EXCAVATION | 50 | CY |
| 2091300 | SELECT MATERIAL FOR LANDSCAPING | 210 | CY |
| 3050103 | GRADED AGGREGATE BASE COURSE - 3" | 280 | SY |
| 3069900 | MAINTENANCE STONE | 20 | TON |
| 3100320 | HOT MIX ASPHALT BASE COURSE - TYPE B | 780 | TON |
| 4011004 | LIQUID ASPHALT BINDER PG64-22 | 80 | TON |
| 4013990 | MILL EXISTING ASPHALT PAVEMENT - VARIABLE | 100 | SY |
| 4020330 | HOT MIX ASPHALT INTERMEDIATE COURSE - TYPE C | 470 | TON |
| 4030340 | HOT MIX ASPHALT SURFACE COURSE - TYPE C | 350 | TON |
| 5011100 | PORTLAND CEMENT CONCRETE PAVEMENT - 8" | 280 | SY |
| 6020005 | PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED) | 144 | SF |
| 6040010 | 4" WHITE SOLID LINE - PVT. EDGE - F.D.PNT | 6794 | LF |
| 6040015 | 8" WHITE SOLID LINE (CROSSWALKS) - F.D.PNT | 472 | LF |
| 6040025 | 24" WHITE SOLID LINE (STOPBAR) - F.D.PNT | 25 | LF |
| 6040110 | 4" YELLOW SOLID LINE - F.D.PNT | 8241 | LF |
| 6041010 | 4" WHITE SOLID LINE - PVT. EDGE - TH-90 ML | 2020 | LF |
| 6041015 | 8" WHITE SOLID LINE - TH-125 ML | 472 | LF |
| 6041025 | 24" WHITE SOLID LINE - TH-125 ML | 25 | LF |
| 6041074 | 4" YELLOW SOLID LINE - TH-90 ML | 2717 | LF |
| 6049505 | REMOVAL OF PAVEMENT MARKINGS | 1401 | LF |
| 6051100 | PERMANENT YELLOW PAV. MARK BI-DIR 4X4 | 80 | EA |
| 6092155 | TEMPORARY YELLOW PAV. MARK BI-DIR 4X4 | 56 | EA |
| 6271023 | 12"X18" WHITE TRIANGULAR YIELD BAR (GAPS EXCLUDED) | 71 | LF |
| 7141162 | 18" RC PIPE - CL3 - AASHTO M315JNT | 300 | LF |
| 7191005 | CATCH BASIN - TYPE 1 | 1 | EA |

| ITEM NO. | PAY ITEM | QUANTITY | PAY UNIT |
|----------|---|----------|----------|
| 7191605 | CATCH BASIN - TYPE 1B | 6 | EA |
| 7192300 | SPRING BOX | 1 | EA |
| 7203110 | CONCRETE CURB & GUTTER (1'-6") VERT. | 1570 | LF |
| 7203130 | CONCRETE CURB & GUTTER (1'-6" OGEE) | 264 | LF |
| 7204100 | CONCRETE SIDEWALK (4" UNIFORM) | 210 | SY |
| 7204900 | DETECTABLE WARNING SURFACE | 105 | SF |
| 7206000 | CONCRETE MEDIAN | 15 | SY |
| 8041010 | RIP-RAP (CLASS A) | 32 | TON |
| 8048200 | GEOTEXTILE/EROSION CONTROL (CLASS 2) TYPE A | 40 | SY |
| 8100001 | PERMANENT VEGETATION | 4.00 | MSY |
| 8103000 | TEMPORARY VEGETATION | 2.00 | MSY |
| 8110001 | LANDSCAPING PER PLAN, INCLUDES SPECIALTY SIGNS AND LIGHTING | 1 | LS |
| 8115505 | DRIP IRRIGATION SYSTEM | 1 | LS |
| 8132000 | SODDING - CENTIPEDE GRASS | 145 | SY |
| 8152007 | SEDIMENT TUBE | 150 | LF |
| 8153000 | SILT FENCE | 850 | LF |
| 8153090 | REPAIR/REPLACE SILT FENCE | 85 | LF |
| 8154000 | SILT BASINS | 20 | CY |
| 8154050 | REMOVAL OF SILT RETAINED BY SILT FENCE | 215 | LF |
| 8021904 | 4" PVC PIPE | 308 | LF |
| 8021908 | 8" PVC PIPE UNDERDRAIN | 46 | LF |
| | TEXTURED CONCRETE | 1 | LS |

PLOTTED: 3/10/200 5:00:03 PM FILE NAME: #115#



DAVIS & FLOYD Engineering Architecture Environmental Laboratory Services
 GREENWOOD • CHARLESTON • COLUMBIA • SOUTH CAROLINA

240 STONEMERGE DRIVE, SUITE 300, COLUMBIA, SC 29902 (803) 254-4821

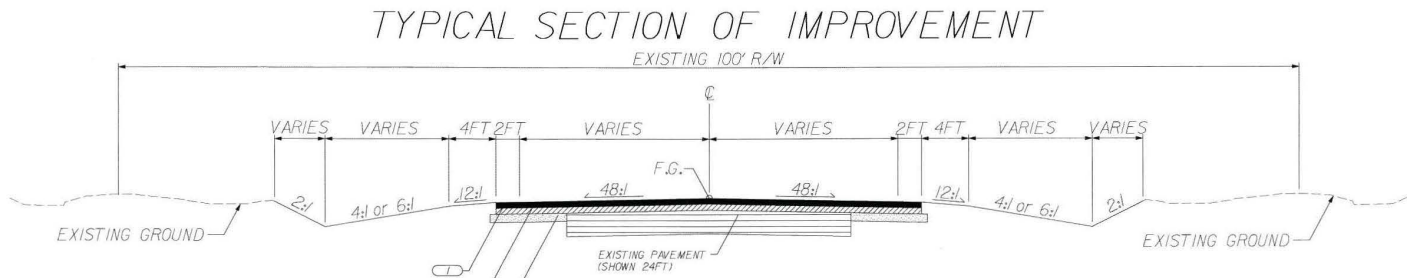
| 4 | | | |
|----------|----|------|-------------------------|
| 3 | | | |
| 2 | | | |
| 1 | | | |
| REV. NO. | BY | DATE | DESCRIPTION OF REVISION |
| | | | |
| | | | |
| | | | |
| | | | |

BEAUFORT COUNTY

SUMMARY OF QUANTITIES
S-40

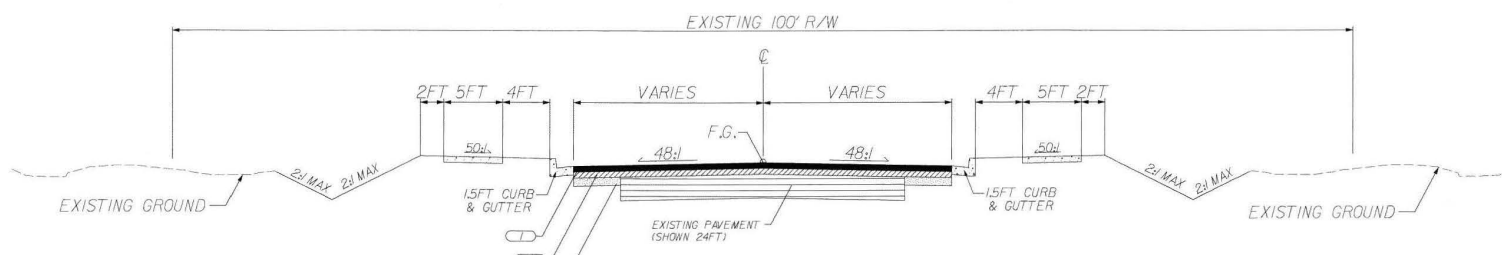
SCALE 1"=40' RTE. S-40 DWG. NO. PN1

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | 3 | |



S-40-1
 STA 20+00.00 - STA 21+65.00
 S-40 (JOE FRAZIER RD)
 STA 18+35.00 - STA 19+35.73

NOTES:
 1. SEE STANDARD DRAWING 720-105-00 FOR CURB & GUTTER AND ISLANDS (CONCRETE).
 2. SEE STANDARD DRAWINGS 720-905-01 AND 720-905-02 FOR CURB & GUTTER AND SIDEWALK RAMPS WITH DETECTABLE WARNINGS FOR PEDESTRIANS.
 3. SEE SHEET 5 GENERAL NOTES FOR DETAIL OF CURB & GUTTER ADA RAMP AT PAVED SHOULDER.



S-40-1
 STA 21+65.00 - STA 22+54.37
 S-40 (JOE FRAZIER RD)
 STA 17+60.29 - STA 18+35.00

SCALE: 5.000000 FT. / IN.
 PLOT DRIVER: 3rd of V8-RW DGN.plt
 FILE: J:\pds004\1769-05.e\1_dgn\pdr\031yp.dgn
 PLOTTED: 3/10/2010

| | |
|---|--|
| 1 | ASPHALT SURFACE COURSE TYPE C (150 PSY) |
| 2 | ASPHALT INTERMEDIATE COURSE TYPE C (200 PSY) |
| 3 | ASPHALT BASE COURSE TYPE B (200 PSY) |
| 4 | 8" CONCRETE |
| 5 | 3" GRADED AGGREGATE BASE COURSE |



DAVIS & FLOYD Engineering Architecture Environmental Laboratory Services
 GREENWOOD • CHARLESTON • COLUMBIA
 SOUTH CAROLINA

| | |
|-----------------|------|
| PAVEMENT DESIGN | DATE |
| APPROVED BY | DATE |

140 S TOMENORDE DRIVE
 SUITE 100
 COLUMBIA, SC 29210
 (803)254-4021

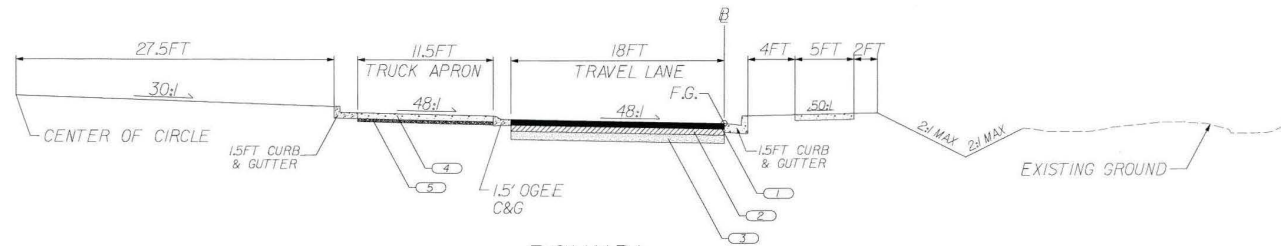
| MPH | FROM STA | TO STA | DESIGN SPEED |
|-----|----------|----------|--------------|
| 45 | 20+00.00 | 21+65.00 | 4 |
| 45 | 18+35.00 | 19+35.73 | 3 |
| 25 | 21+65.00 | 22+54.37 | 2 |
| 25 | 17+60.29 | 18+35.00 | 1 |

| REV. NO. | BY | DATE | DESCRIPTION OF REVISION |
|----------|----|------|-------------------------|
| | | | |

| |
|------------------------------------|
| BEAUFORT COUNTY |
| TYPICAL SECTION S-40-1 & S-40 |
| SCALE - NTS RTE. S-40 DWG. NO. PN1 |

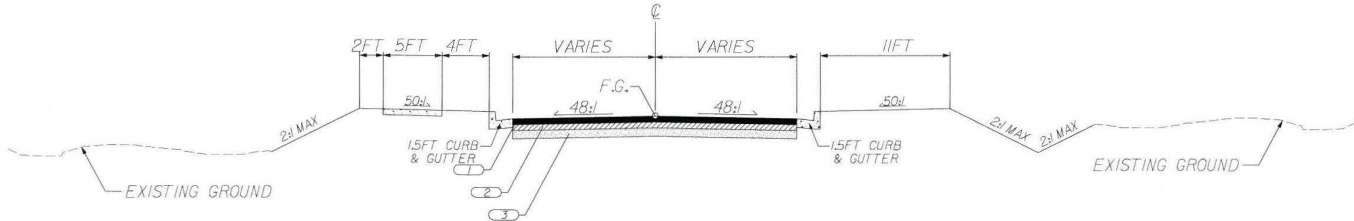
| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | 3A | |

TYPICAL SECTION OF IMPROVEMENT



ROUND1
 STA 40+00.00 - STA 41+79.19
 ROUND2
 STA 41+79.19 - STA 43+76.99

- NOTES:
 1. SEE STANDARD DRAWING 720-105-00 FOR CURB & GUTTER AND ISLANDS (CONCRETE).
 2. SEE STANDARD DRAWINGS 720-905-01 AND 720-905-02 FOR CURB & GUTTER AND SIDEWALK RAMPS WITH DETECTABLE WARNINGS FOR PEDESTRIANS.
 3. THE TRUCK APRON WILL BE TEXTURED CONCRETE. SEE SPECIFICATIONS FOR DETAILS.



HABERSHAM
 STA 32+00.00 - STA 33+36.45
 CONNECTOR
 STA 50+00.00 - STA 50+70.06

- 1 ASPHALT SURFACE COURSE TYPE C (150 PSY)
- 2 ASPHALT INTERMEDIATE COURSE TYPE C (200 PSY)
- 3 ASPHALT BASE COURSE TYPE B (1800 PSY)
- 4 8" CONCRETE
- 5 3" GRADED AGGREGATE BASE COURSE



DAVIS & FLOYD Engineering Architecture Environmental Laboratory Services
 GREENWOOD • CHARLESTON • COLUMBIA SOUTH CAROLINA

| | | | |
|-----------------|--------------------|--------------|----------|
| PAVEMENT DESIGN | RT. ROUND1&2, CONN | DESIGN SPEED | 4 |
| | Mph | FROM STA | TO STA |
| APPROVED BY | 20 | 40+00.00 | 43+76.99 |
| | 20 | 50+00.00 | 50+70.06 |
| | 20 | 32+00.00 | 33+36.45 |
| DATE | | | |

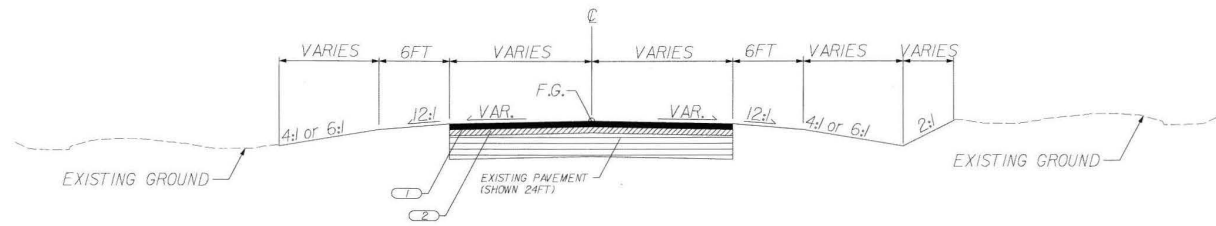
| | | | |
|----------|------|------|-------------------------|
| REV. NO. | BY | DATE | DESCRIPTION OF REVISION |
| 1 | | | |
| TOPD. | DATE | | |
| DWC. | DATE | | |
| R/W | DATE | | |

BEAUFORT COUNTY
 TYPICAL SECTION
 ROUND1, ROUND2
 HABERSHAM & CONNECTOR
 SCALE - NTS RTE, S-40 DWG. NO. PN1

SCALE: 5.000007 FT / IN.
 PLOT DRIVER: 3rd of VB-RW DGN.plt
 FILE: J:\jobss\04\11769-05\cvt\l.dgn\ppr\03A.tyo.dgn
 PLOTTED: 3/10/2010

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | 38 | |

TYPICAL SECTION OF IMPROVEMENT



MIDDLETON RECREATION DR
STA 60+50.00 - STA 63+50.00

SCALE: 5.000007 FT / IN.
PLOT DRIVER: 3rd of V8-RW DGN.plt
PLOTTED: 3/10/2010
PEN TABLE: V8-COLA-3RD.tbl
FILE: F:\pbaosod\1769-05\c\1_dgn\pdr\038typ.dgn

- 1 ASPHALT SURFACE COURSE TYPE C (150 PSY)
- 2 ASPHALT INTERMEDIATE COURSE TYPE C (FOR BUILDUP)
- 3 ASPHALT BASE COURSE TYPE B (800 PSY)
- 4 8" CONCRETE
- 5 3" GRADED AGGREGATE BASE COURSE



DAVIS & FLOYD Engineering Architecture Environmental Laboratory Services
GREENWOOD • CHARLESTON • COLUMBIA SOUTH CAROLINA

240 STONEIDGE DRIVE
COLUMBIA, SC 29210
(803)254-6200

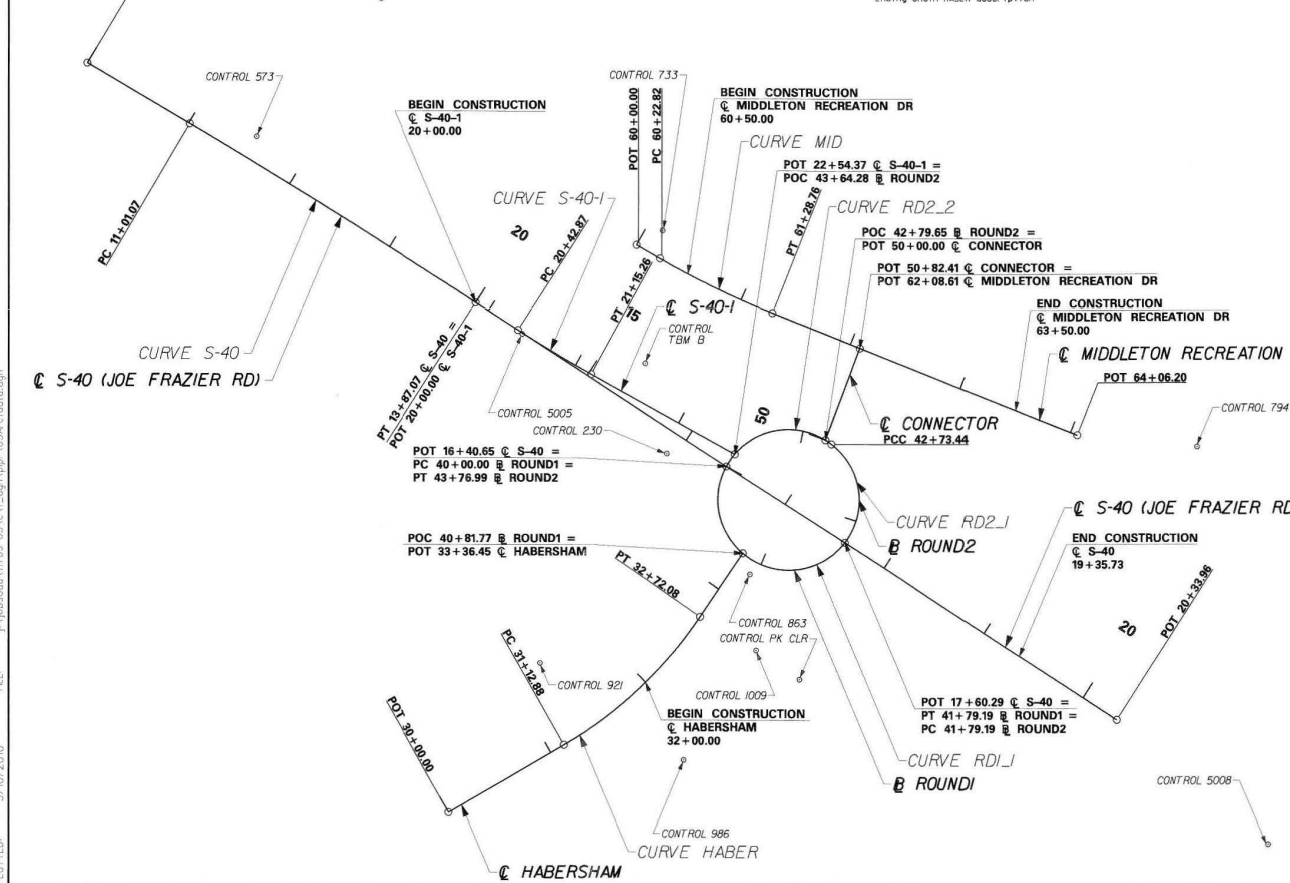
| | | | | | | | | |
|-----------------|-----|----------|----------|--------------|---|--|--|--|
| PAVEMENT DESIGN | MPH | FROM STA | TO STA | DESIGN SPEED | 4 | | | |
| | 25 | 60+50.00 | 63+50.00 | | 3 | | | |
| APPROVED BY | | | | | 2 | | | |
| | | | | | 1 | | | |
| DATE | | | | | | | | |

| | |
|--|------------------------|
| BEAUFORT COUNTY | |
| TYPICAL SECTION MIDDLETON RECREATION DR | |
| SCALE - NTS | RTE. S-40 DWG. NO. PN1 |

| Beginning chain ROUND1 description | | | | Beginning chain ROUND2 description | | | | Beginning chain CDNN description | | | | | |
|------------------------------------|--------------|----------------------|----------------|------------------------------------|--------------|---------------------|----------------|---|---|---------------------|--------------------|----------------|--|
| Curve Data | | | | Curve Data | | | | Curve Data | | | | | |
| Curve RD1.1 | P.I. Station | 47+72.35 N | 217.766.7920 E | Curve RD2.1 | P.I. Station | 42+39.19 N | 218.428.8219 E | Point 21 | N | 218.468.6904 E | 2.071.045.4273 Sta | 50+00.00 | |
| Delta | = | 171° 06' 56.74" (LT) | | Delta | = | 90° 00' 00.00" (LT) | | Course from 21 to 28 N 20° 44' 34.67" E Dist 82.4056 | | | | | |
| Length | = | 772.3468 | | Length | = | 60.0000 | | Point 28 | N | 218.545.7543 E | 2.071.074.6134 Sta | 50+82.41 | |
| Radius | = | 175.1920 | | Radius | = | 60.0000 | | Ending chain CDNN description | | | | | |
| External | = | 60.0000 | | External | = | 24.8528 | | Beginning chain HABER description | | | | | |
| Long Chord | = | 119.6395 | | Long Chord | = | 14.5736 | | Point 15 | N | 218.155.0815 E | 2.070.725.4992 Sta | 30+00.00 | |
| Mid. Ord. | = | 95.2529 | | Mid. Ord. | = | 84.8528 | | Course from 15 to PC HABER N 60° 12' 23.69" E Dist 112.8764 | | | | | |
| P.C. Station | = | 40+00.00 N | 218.446.0264 E | P.C. Station | = | 41+79.19 N | 218.381.0993 E | Curve Data | | | | | |
| P.T. Station | = | 41+79.19 N | 218.381.0993 E | P.T. Station | = | 42+39.19 N | 218.465.1888 E | Delta | = | 31+89.98 N | 218.251.4153 E | 2.070.893.1524 | |
| Back | = | S 28° 25' 29.32" W | | Back | = | S 37° 18' 33.58" W | | Delta | = | 26° 03' 43.17" (LT) | | | |
| Ahead | = | N 37° 18' 32.58" E | | Ahead | = | N 52° 41' 27.42" W | | Length | = | 22' 12.90" | | | |
| Chord Bear | = | S 57° 07' 59.05" E | | Chord Bear | = | N 7° 41' 27.42" W | | Radius | = | 81.0033 | | | |
| | | | | | | | | External | = | 139.2036 | | | |
| | | | | | | | | Long Chord | = | 350.0000 | | | |
| | | | | | | | | Mid. Ord. | = | 9.2514 | | | |
| | | | | | | | | P.C. Station | = | 31+12.88 N | 218.211.1668 E | 2.070.823.4559 | |
| | | | | | | | | P.T. Station | = | 32+72.08 N | 218.318.4556 E | 2.070.939.2182 | |
| | | | | | | | | Chord Bear | = | N 47° 10' 32.11" E | 2.070.649.5499 | | |

| CONTROL POINTS/BENCHMARK MARKS | | | |
|--------------------------------|-------------|--------------|-----------|
| Point ID | North | East | Elevation |
| 230 | 218457.0027 | 2070910.9582 | 32.61 |
| 273 | 218723.3270 | 2070266.1652 | 32.85 |
| 646 | 218841.7502 | 2070667.8082 | 31.68 |
| 713 | 218664.5251 | 2070901.1022 | 31.28 |
| 794 | 218463.0132 | 2071359.8756 | 30.47 |
| 863 | 218351.8223 | 2070803.2678 | 31.39 |
| 921 | 218275.5571 | 2070803.2678 | 31.39 |
| 986 | 218188.7642 | 2070925.2192 | 32.32 |
| 1009 | 218290.4685 | 2070886.7130 | 32.22 |
| 5005 | 218557.1017 | 2070788.2026 | 32.57 |
| 5008 | 218128.5625 | 2071420.2300 | 32.32 |
| PK CLR | 218265.8888 | 2071023.5217 | 32.99 |
| TM B | 218532.5859 | 2070892.5645 | 35.20 |

ALL CONTROL POINTS ARE NAIL AND SHINER UNLESS OTHERWISE NOTED
 VERTICAL - NATIONAL GEODETIC VERTICAL DATUM - 1988 (NVD 88)
 HORIZONTAL - NORTH AMERICAN DATUM - 1983 (NAD 83)
 COORDINATES - SOUTH CAROLINA STATE PLANE COORDINATE SYSTEM
 ALL DISTANCES AS SHOWN ON PLANS ARE GRID DISTANCES
 COMBINED SCALE FACTOR 0.99993705



| Beginning chain S-40 description | | | |
|----------------------------------|--------------|--------------------|----------------|
| Curve Data | | | |
| Curve S-40 | P.I. Station | 12+44.09 N | 218.661.2565 E |
| Delta | = | 0° 41' 05.41" (RT) | |
| Length | = | 143.0145 | |
| Radius | = | 285.9844 | |
| External | = | 7.500.0000 | |
| Long Chord | = | 285.9770 | |
| Mid. Ord. | = | 1.3634 | |
| P.C. Station | = | 11+01.07 N | 218.734.2331 E |
| P.T. Station | = | 13+47.07 N | 218.583.6440 E |
| Back | = | S 59° 19' 04.46" W | |
| Ahead | = | S 57° 07' 59.05" W | |
| Chord Bear | = | S 58° 13' 31.75" W | |

| Beginning chain S-40-1 description | | | |
|------------------------------------|--------------|--------------------|----------------|
| Curve Data | | | |
| Curve S-40-1 | P.I. Station | 20+79.08 N | 218.540.7297 E |
| Delta | = | 4° 58' 51.70" (LT) | |
| Length | = | 35.2113 | |
| Radius | = | 72.3909 | |
| External | = | 1.000.0000 | |
| Long Chord | = | 35.6554 | |
| Mid. Ord. | = | 0.6590 | |
| P.C. Station | = | 20+42.87 N | 218.560.3812 E |
| P.T. Station | = | 21+15.26 N | 218.523.3295 E |
| Back | = | S 57° 07' 59.05" W | |
| Ahead | = | S 64° 18' 01.22" W | |
| Chord Bear | = | S 59° 12' 24.90" W | |

| Beginning chain MID description | | | |
|---------------------------------|--------------|--------------------|----------------|
| Curve Data | | | |
| Curve MID | P.I. Station | 60+75.88 N | 218.594.7932 E |
| Delta | = | 8° 05' 36.62" (LT) | |
| Length | = | 53.0601 | |
| Radius | = | 100.9437 | |
| External | = | 1.8746 | |
| Long Chord | = | 100.8557 | |
| Mid. Ord. | = | 1.8669 | |
| P.C. Station | = | 60+22.82 N | 218.621.1196 E |
| P.T. Station | = | 61+49.16 N | 218.575.2169 E |
| Back | = | S 60° 15' 12.91" W | |
| Ahead | = | S 68° 20' 49.53" W | |
| Chord Bear | = | S 64° 18' 01.22" W | |

SCALE: 50.0001' / IN.
 PLOT DRIVER: 3rd of V8-RW DGN.plt
 FILE: I:\bbsaad\17769-05\A1.dgn\p8\A05Ar\data.dgn
 PLOTTED: 3/10/2010

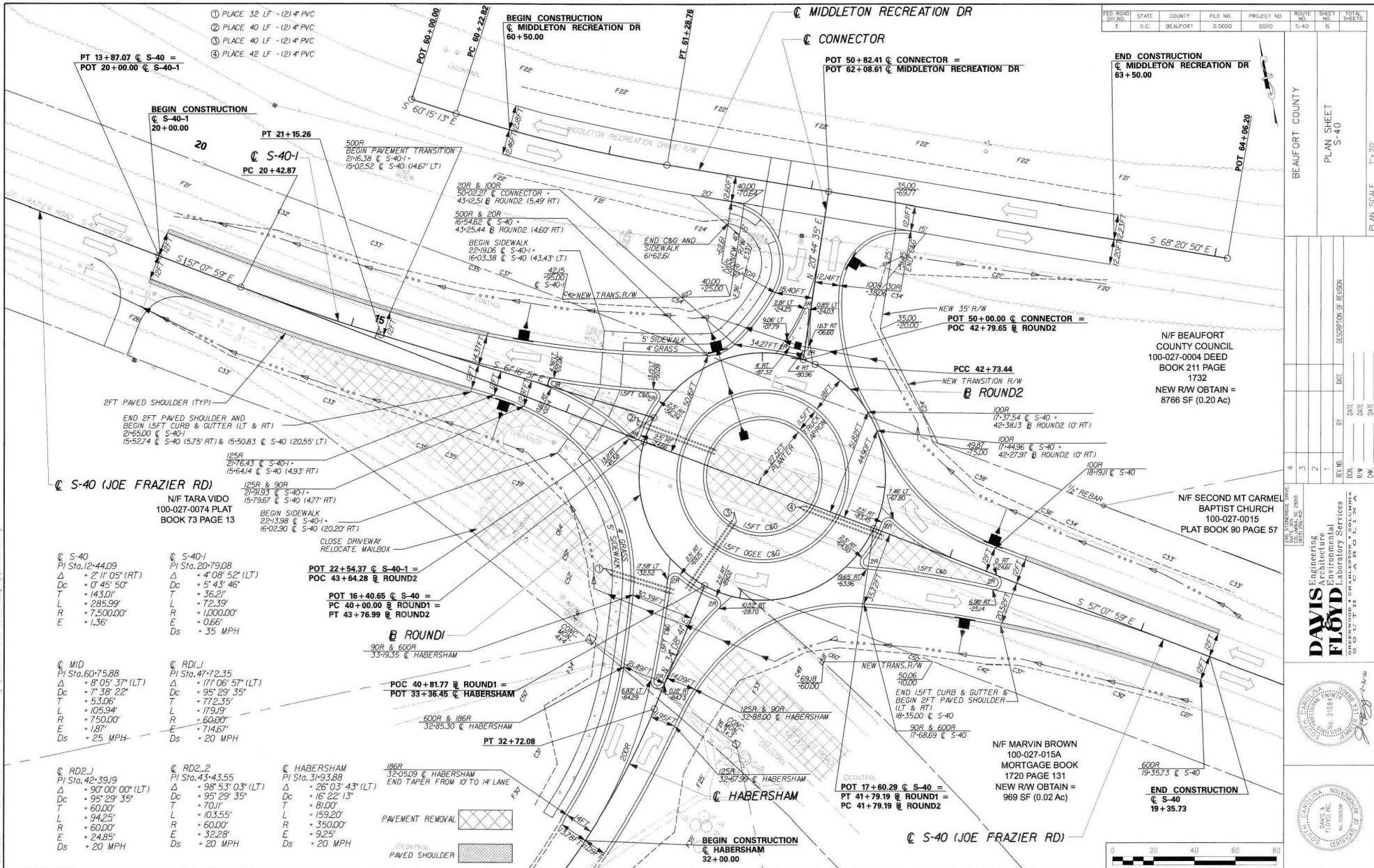
BEAUFORT COUNTY
 REFERENCE DATA SHEET
 S-40
 PLAN SCALE 1"=50'

| REV. | DATE | BY | DESCRIPTION OF REVISION |
|------|------|----|-------------------------|
| 4 | | | |
| 3 | | | |
| 2 | | | |
| 1 | | | |

DATE OF ISSUE: 03/10/2010
 TIME OF ISSUE: 10:45 AM
 DRAWN BY: [Signature]
 CHECKED BY: [Signature]
 PROJECT NO.: 17769-05
 SHEET NO.: 24 OF 24

DAVIS
 FLOYD
 Engineering
 Architecture
 Environmental
 Laboratory Services

215 E. COLLETT ST.
 FLORENCE, SC 29506
 803.671.1111
 FAX: 803.671.1112



| FED. ROAD DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|---------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | 6 | |

BEAUFORT COUNTY
 PLAN SHEET
 S-40
 PLAN SCALE 1"=20'

| NO. | DATE | DESCRIPTION OF REVISION |
|-----|------|-------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

N/F BEAUFORT COUNTY COUNCIL
 100-027-0004 DEED
 BOOK 211 PAGE
 1732
 NEW RW OBTAIN =
 8766 SF (0.20 Ac)

N/F SECOND MT CARMEL
 BAPTIST CHURCH
 100-027-0015
 PLAT BOOK 90 PAGE 57

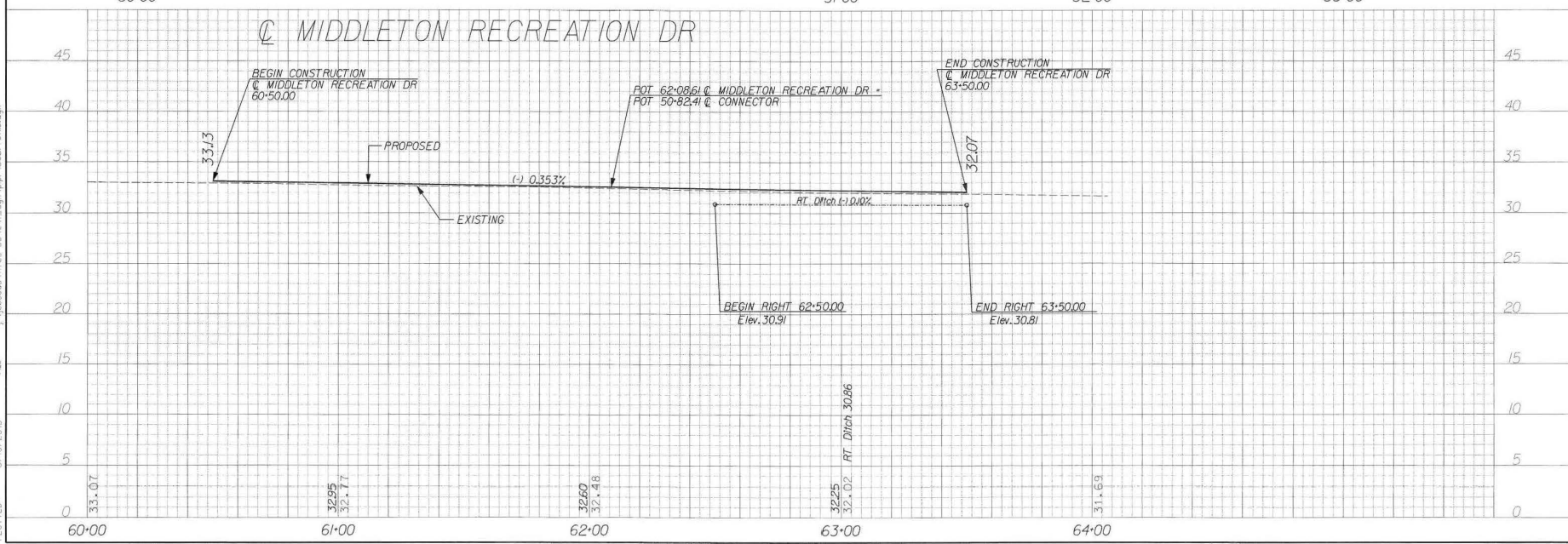
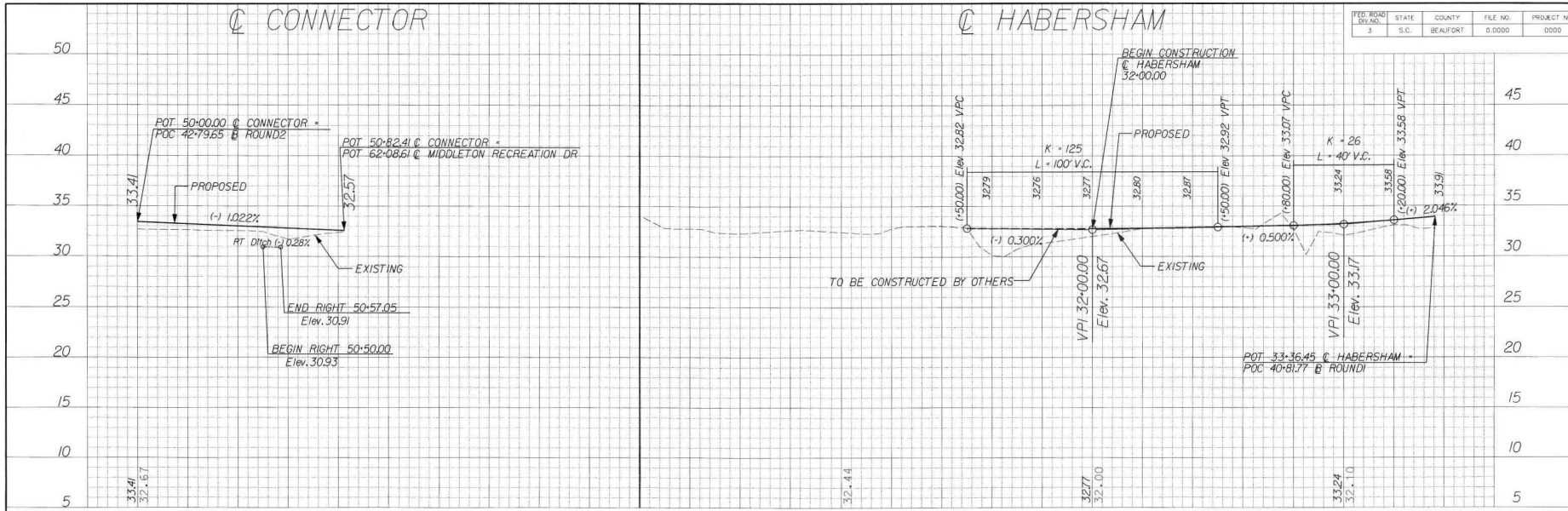
N/F MARVIN BROWN
 100-027-015A
 MORTGAGE BOOK
 1720 PAGE 131
 NEW RW OBTAIN =
 969 SF (0.02 Ac)

END CONSTRUCTION
 @ S-40
 19+35.73

DAVIS & FLOYD
 Engineering
 Architecture
 Environmental
 Laboratory Services

SCALE: 1"=20'
 DATE: 3/10/2010

SCALE: 20.0000 "/ IN.
 PLOT DRIVER: 3rd of VB-RW DON.plt
 PLOTTED: 3/10/2010
 FILE: J:\Roads\11769-05\VL.dgn\Vp\ra_01Plan.dgn

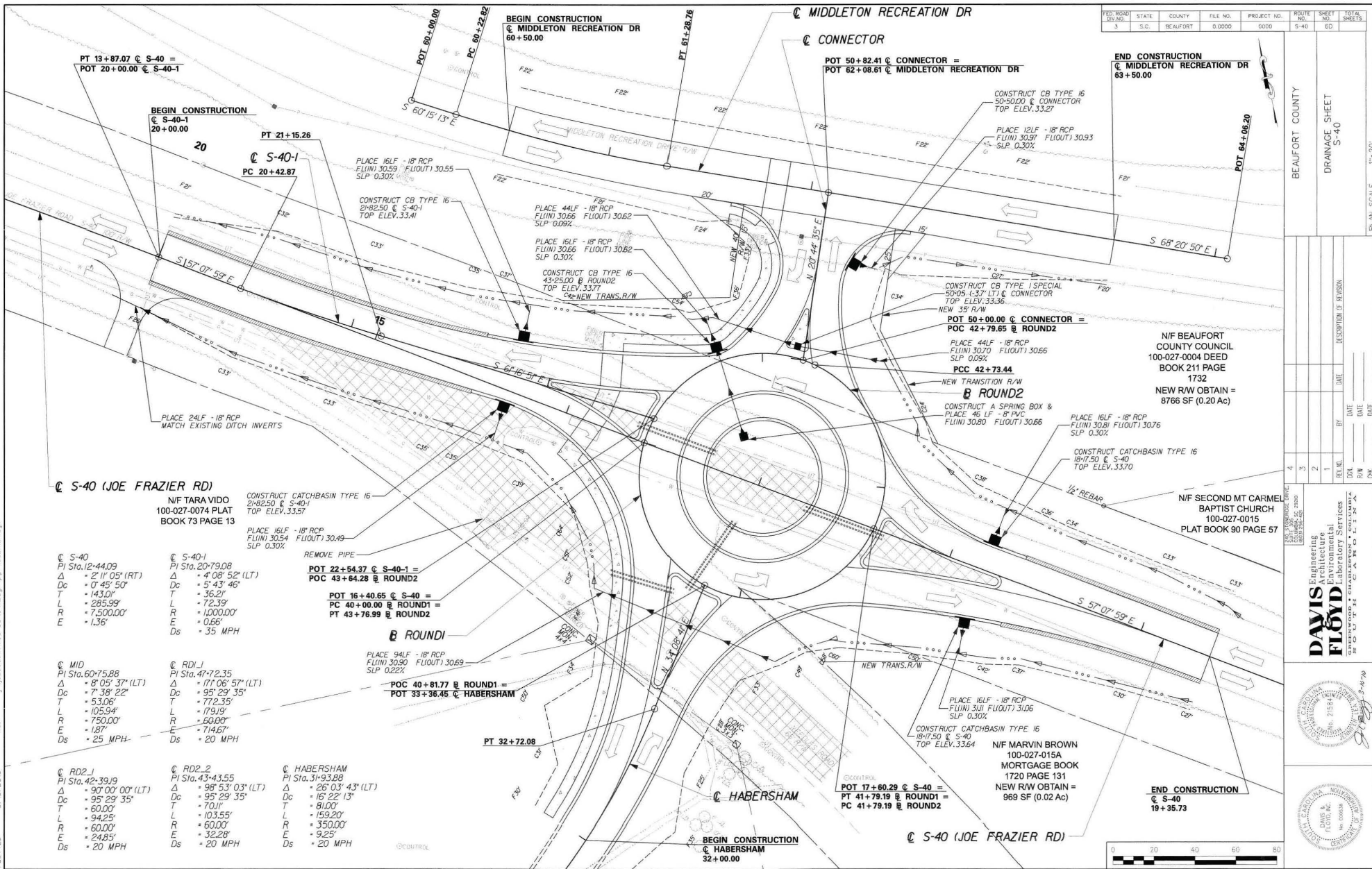


| FED. ROAD DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|---------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | 5-40 | 68 | |

| | | | |
|-----------------|------|--|-------------------------|
| BEAUFORT COUNTY | | PROFILE SHEET CONNECTOR, HABERSHAM & MIDDLETON RECREATION DR | |
| REV. NO. | DATE | BY | DESCRIPTION OF REVISION |
| 4 | | | |
| 3 | | | |
| 2 | | | |
| 1 | | | |

DAVIS & FLOYD
 Engineering
 Architecture
 Environmental
 Laboratory Services
 100 S. W. 10th St., Tallahassee, FL 32301
 TEL: 904.224.2200 FAX: 904.224.2201

SCALE: 20'-0.0000' / 1" IN.
 PLOT DRIVER: 3rd of VB-RW DGN.plt
 FILE: R:\pssadda\1789-05\cvt_dgn\vlpr\068p.mofile.dgn
 PLOTTED: 3/10/2010



| FEED SHEET | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | 60 | |

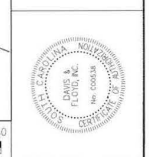
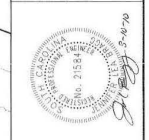
BEAUFORT COUNTY
DRAINAGE SHEET
S-40
1"=20'
PLAN SCALE

| REV. | DATE | DESCRIPTION OF REVISION |
|------|------|-------------------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |

N/F BEAUFORT COUNTY COUNCIL
100-027-0004 DEED
BOOK 211 PAGE 1732
NEW R/W OBTAIN = 8766 SF (0.20 AC)

N/F SECOND MT CARMEL BAPTIST CHURCH
100-027-0015
PLAT BOOK 90 PAGE 57

Engineer
DAVIS FLOYD
Architectural
Environmental
Laboratory Services
200 S. W. 10th St., Suite 200
Ocala, FL 32101
Tel: 352.237.1234
Fax: 352.237.1235



SCALE: 20.0000' = 1" IN.
PLOT DRIVER: 3rd of V8-RW DGN.plt
PLOTTED: 3/10/2010
PEN TABLE: V8-COLA-3RD.tbl
FILE: J:\labroad\17769-015\A\1.dgn\p8\06DFPlan.dgn

© S-40
PI Sta. 12+44.09
Δ = 2' 11" 05' (RT)
Dc = 0' 45' 50"
T = 143.01'
L = 285.99'
R = 7500.00'
E = 1.36'

© S-40-1
PI Sta. 20+79.08
Δ = 4' 08' 52" (LT)
Dc = 5' 43' 46"
T = 36.21'
L = 72.33'
R = 1000.00'
E = 0.66'
Ds = 35 MPH

© MID
PI Sta. 60+75.88
Δ = 8' 05' 37" (LT)
Dc = 7' 38' 22"
T = 53.06'
L = 105.94'
R = 750.00'
E = 1.87'
Ds = 25 MPH

© RD1-J
PI Sta. 47+72.35
Δ = 171' 06' 57" (LT)
Dc = 95' 29' 35"
T = 772.35'
L = 17919'
R = 60.60'
E = 714.67'
Ds = 20 MPH

© RD2-J
PI Sta. 42+39.19
Δ = 90' 00' 00" (LT)
Dc = 95' 29' 35"
T = 60.00'
L = 94.25'
R = 60.00'
E = 24.85'
Ds = 20 MPH

© RD2-2
PI Sta. 43+43.55
Δ = 98' 53' 03" (LT)
Dc = 95' 29' 35"
T = 70.11'
L = 103.55'
R = 60.00'
E = 32.28'
Ds = 20 MPH

© HABERSHAM
PI Sta. 31+93.88
Δ = 26' 03' 43" (LT)
Dc = 16' 22' 13"
T = 81.00'
L = 159.20'
R = 350.00'
E = 9.25'
Ds = 20 MPH

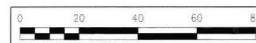
POT 22+54.37 © S-40-1 =
POC 43+64.28 @ ROUND2

POT 16+40.65 © S-40 =
PC 40+00.00 @ ROUND1 =
PT 43+76.99 @ ROUND2

POT 40+81.77 @ ROUND1 =
POT 33+36.45 @ HABERSHAM

POT 17+60.29 © S-40 =
PT 41+79.19 @ ROUND1 =
PC 41+79.19 @ ROUND2

END CONSTRUCTION
© S-40
19+35.73

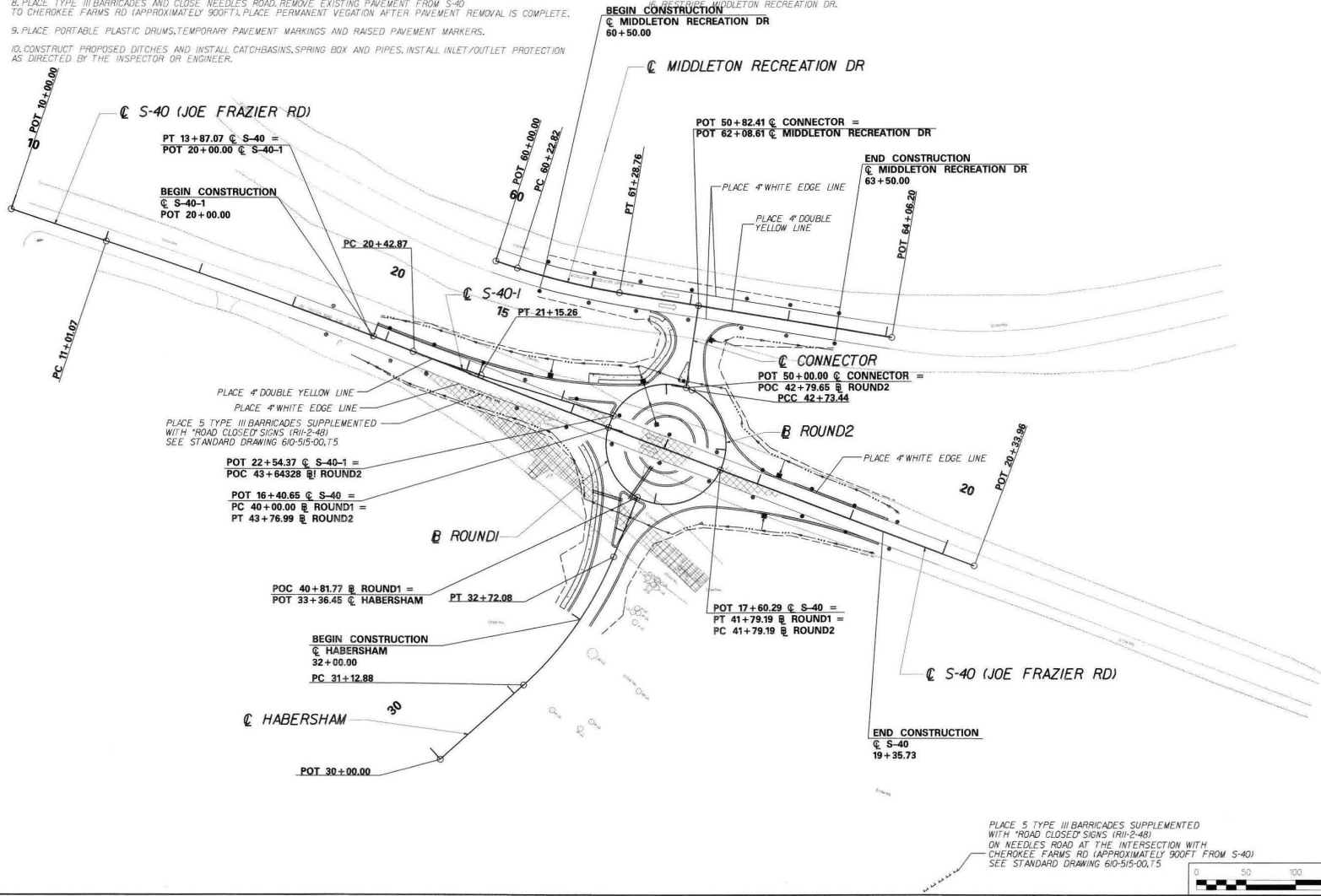


NOTES:
 1. RECEIVE NPDES COVERAGE FROM DHEC.
 2. NOTIFY DHEC EOC REGIONAL OFFICE OR OCRM OFFICE 48 HOURS PRIOR TO BEGINNING LAND-DISTURBING ACTIVITIES.
 3. PLACE PERMANENT CONSTRUCTION SIGNS (SCHEME E) ON S-40 (JOE FRAZIER RD), MIDDLETON RECREATION DR, & CHEROKEE FARMS ROAD AT NEEDLES ROAD.
 4. INSTALL CONSTRUCTION ENTRANCES.
 5. CLEARING & GRUBBING ONLY AS NECESSARY FOR INSTALLATION OF PERIMETER CONTROLS.
 6. INSTALLATION OF PERIMETER CONTROLS (E.G. SILT FENCE).
 7. INSTALL DRIVEWAY PIPE, RELOCATE MAILBOX, AND CLOSE DRIVEWAY ON NEEDLES RD.
 8. PLACE TYPE III BARRICADES AND CLOSE NEEDLES ROAD. REMOVE EXISTING PAVEMENT FROM S-40 TO CHEROKEE FARMS RD (APPROXIMATELY 900 FT). PLACE PERMANENT VEGETATION AFTER PAVEMENT REMOVAL IS COMPLETE.
 9. PLACE PORTABLE PLASTIC DRUMS, TEMPORARY PAVEMENT MARKINGS AND RAISED PAVEMENT MARKERS.
 10. CONSTRUCT PROPOSED DITCHES AND INSTALL CATCHBASINS, SPRING BOX AND PIPES. INSTALL INLET/OUTLET PROTECTION AS DIRECTED BY THE INSPECTOR OR ENGINEER.

NOTES CONT'D:
 11. INSTALL 4" PVC TO HABERSHAM ISLAND AND TO CENTER ISLAND.
 12. CONSTRUCT CURB & GUTTER AND SIDEWALK FOR AREAS SHOWN OUTSIDE OF EDGE OF PAVEMENT ON S-40 (JOE FRAZIER RD), CONSTRUCT CURB & GUTTER FOR A PORTION OF THE S-40 ISLAND. PLACE TEMPORARY VEGETATION.
 13. PLACE ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE ON MIDDLETON RECREATION DR, CONNECTOR, HABERSHAM, AND ROUND 1 & ROUND 2 (OUTSIDE S-40 EGP).
 14. CONSTRUCT PAVED SHOULDERS AS SHOWN ON S-40 AND S-40-1 WITH ASPHALT AGGREGATE BASE COURSE AND ASPHALT INTERMEDIATE COURSE. USE BASE COURSE AND INTERMEDIATE COURSE FOR BUILDUP AND TIE-INS FOR STAGE 2 TRAFFIC CONTROL LANE SHIFTS.
 15. CONSTRUCT CONCRETE ISLAND ON CONNECTOR.
 16. RESTRIPE MIDDLETON RECREATION DR.

| FED. ROAD DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|---------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0,0000 | 0000 | S-40 | TC1 | |

STAGE 1

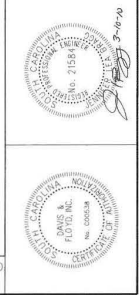


SCALE: 50,000' / IN.
 PLOT DRIVER: 3rd of V8-FW DGN.plt
 FILE: F:\jobs\04\1769-05\c\1_dgn\06p\TC1.dgn

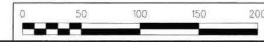
BEAUFORT COUNTY
 TRAFFIC CONTROL
 S-40
 PLAN SCALE 1"=20'

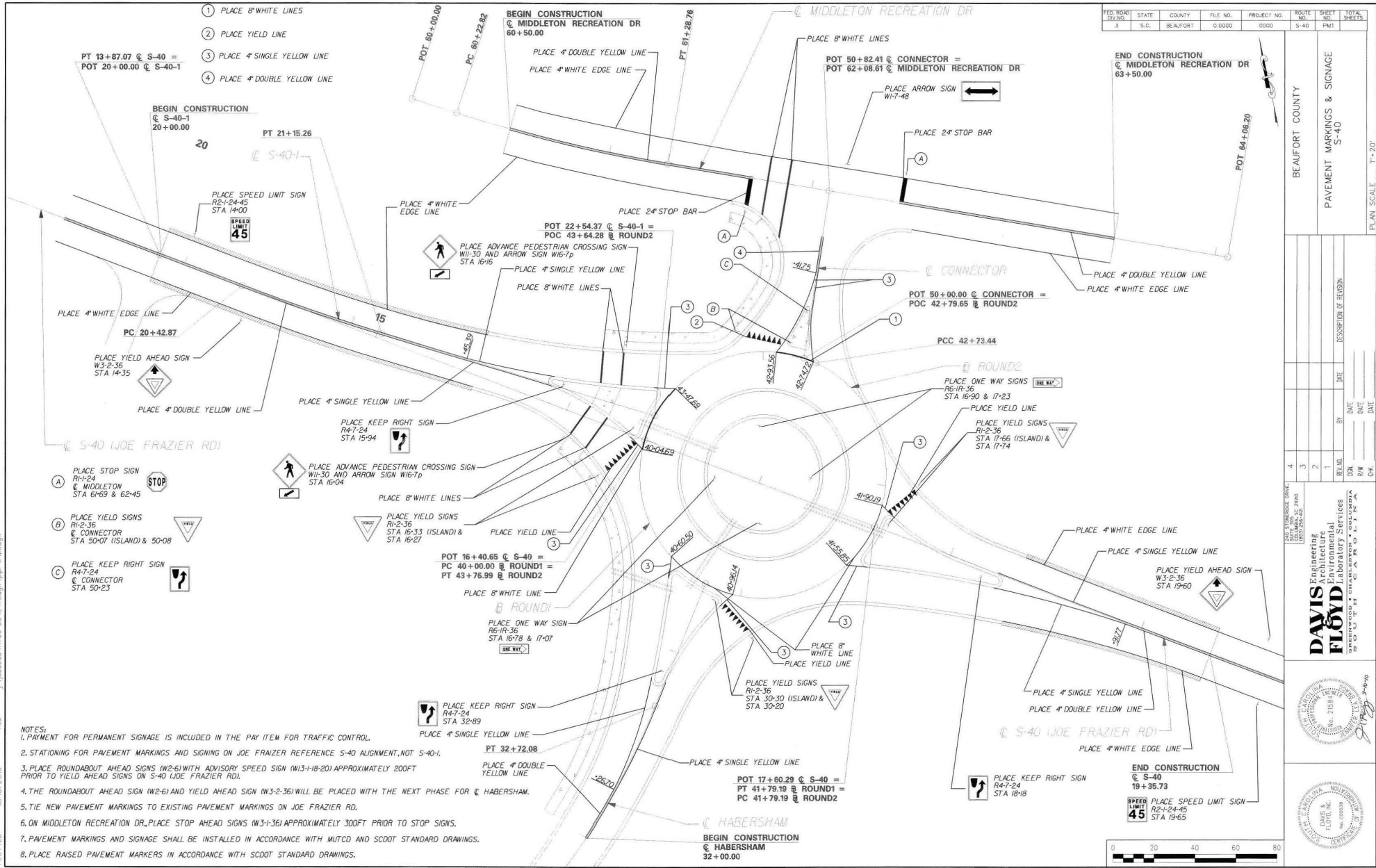
| REV. | DATE | DESCRIPTION OF REVISION |
|------|------|-------------------------|
| 4 | | |
| 3 | | |
| 2 | | |
| 1 | | |

DAVIS Engineering
 Architecture
 Environmental
 Laboratory Services
 CONSULTANTS
 P.C.A. INCORPORATED
 1000 W. W. H. RIVERS BLVD.
 SUITE 200
 CHARLOTTE, NC 28202
 704.375.1100



PLACE 5 TYPE III BARRICADES SUPPLEMENTED WITH "ROAD CLOSED" SIGNS (RII-2-48) ON NEEDLES ROAD AT THE INTERSECTION WITH CHEROKEE FARMS RD (APPROXIMATELY 900 FT FROM S-40) SEE STANDARD DRAWING 610-515-00.15





| FED ROAD DIST NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|-------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | PM1 | |

BEAUFORT COUNTY
PAVEMENT MARKINGS & SIGNAGE
S-40
PLAN SCALE 1"=20'

| NO. | DATE | BY | DESCRIPTION OF REVISION |
|-----|------|----|-------------------------|
| 4 | | | |
| 3 | | | |
| 2 | | | |
| 1 | | | |

DAVIS Engineering Architecture Environmental Laboratory Services
No. 215
Professional Seal

Professional Seal
Professional Seal

SCALE: 20.0000' = 1" IN.
PLOT DRIVER: 3rd of VB-RW DGN.plt
FILE: J:\bea04\1769-05\A\1.dgn\p1a\PM1.dgn

- NOTES:
- PAVEMENT FOR PERMANENT SIGNAGE IS INCLUDED IN THE PAY ITEM FOR TRAFFIC CONTROL.
 - STATIONING FOR PAVEMENT MARKINGS AND SIGNING ON JOE FRAZIER REFERENCE S-40 ALIGNMENT, NOT S-40-1.
 - PLACE ROUNDABOUT AHEAD SIGNS (W2-6) WITH ADVISORY SPEED SIGN (W13-118-20) APPROXIMATELY 200FT PRIOR TO YIELD AHEAD SIGNS ON S-40 JOE FRAZIER RD.
 - THE ROUNDABOUT AHEAD SIGN (W2-6) AND YIELD AHEAD SIGN (W3-2-36) WILL BE PLACED WITH THE NEXT PHASE FOR Q HABERSHAM.
 - THE NEW PAVEMENT MARKINGS TO EXISTING PAVEMENT MARKINGS ON JOE FRAZIER RD.
 - ON MIDDLETON RECREATION DR, PLACE STOP AHEAD SIGNS (W3-1-36) APPROXIMATELY 300FT PRIOR TO STOP SIGNS.
 - PAVEMENT MARKINGS AND SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH MUTCD AND SCDOT STANDARD DRAWINGS.
 - PLACE RAISED PAVEMENT MARKERS IN ACCORDANCE WITH SCDOT STANDARD DRAWINGS.

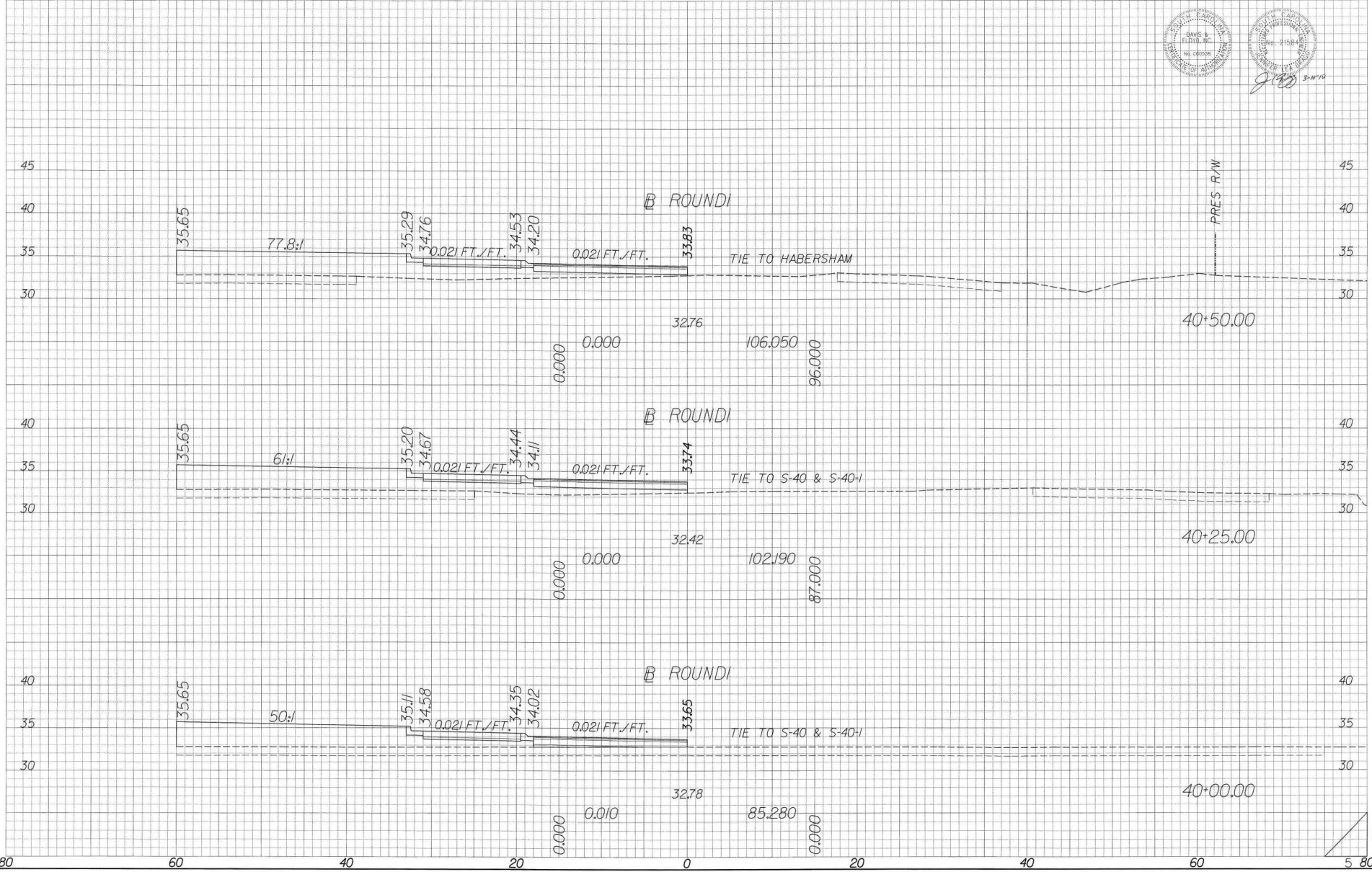
xborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 5 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | X1 | |



3-NP10

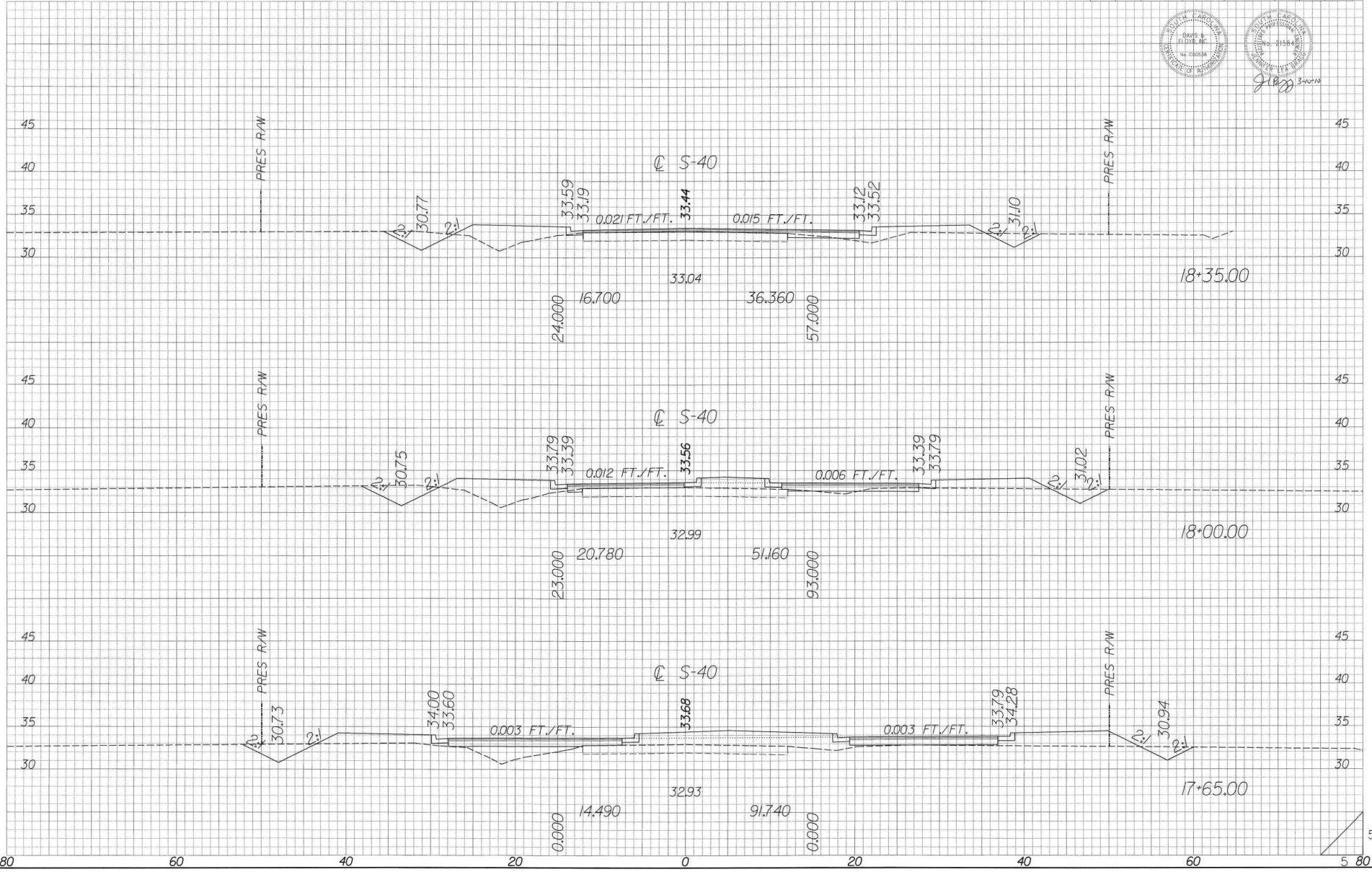
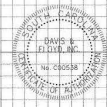


PLOTTED: 3/10/200 4:52:36 PM FILE NAME: 8FILES

xsborder.dgn

CONSTRUCTION PLANS

| FED. PROJ. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|----------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | X10 | |



PLotted: 3/10/200 4:51:48 PM FILE NAME: RFILES

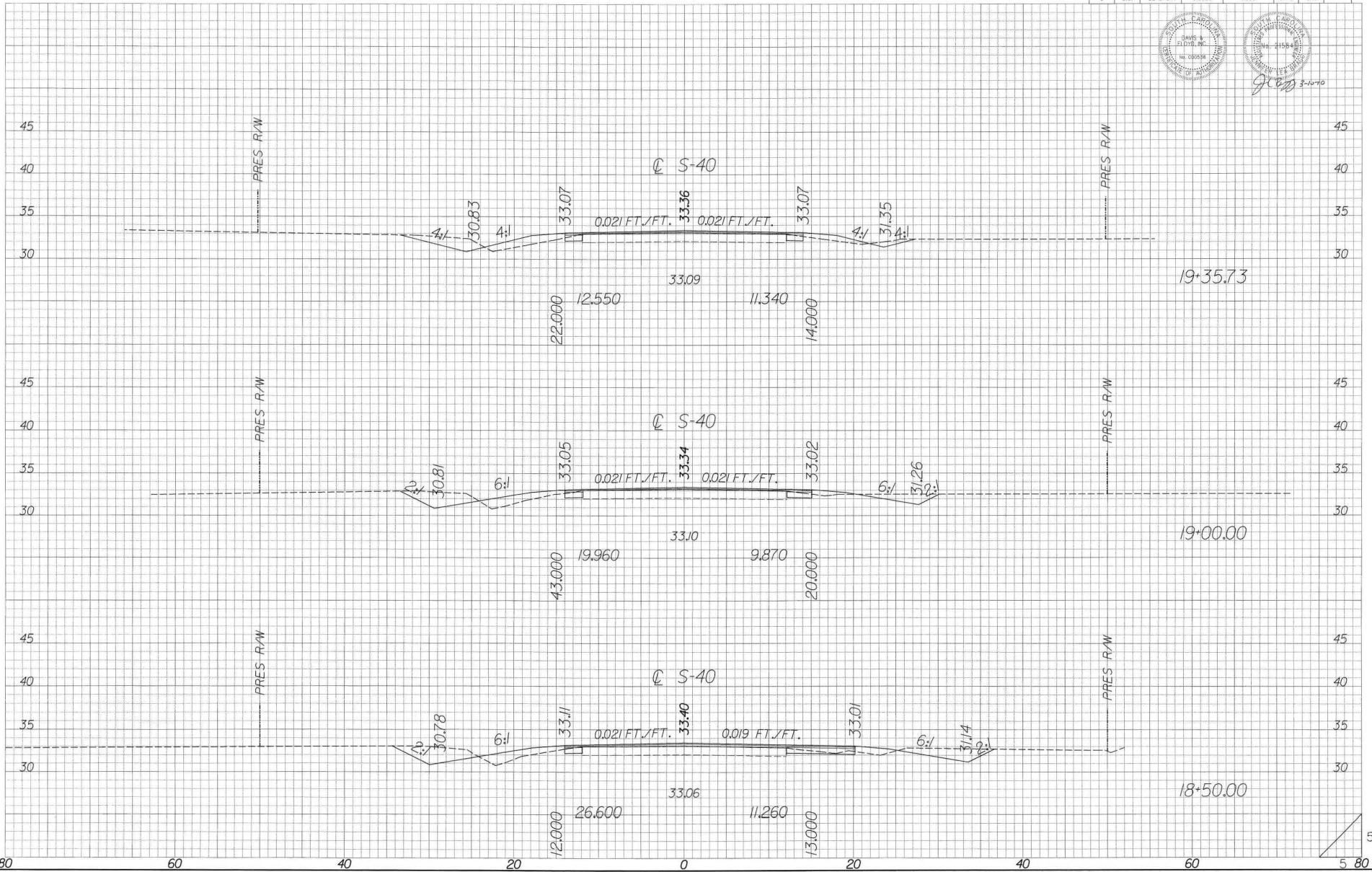
xsborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | X11 | |



JLW 3-11-79



PLOTTER: 3/10/2000 4:57:08 PM FILE NAME: #FILE#

xsborder.dgn

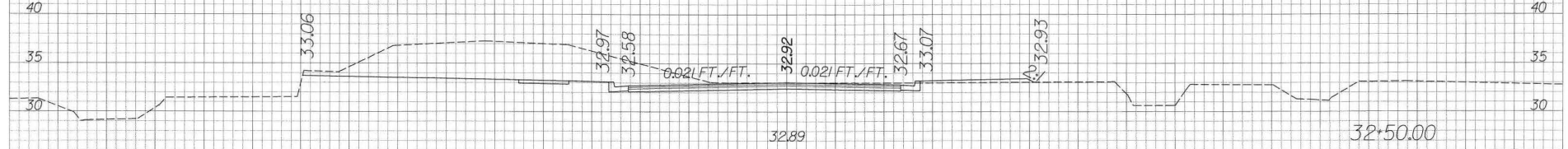
CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-49 | X12 | |

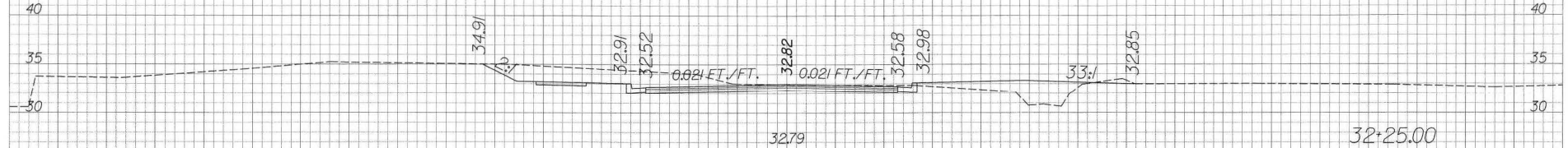


J. Long 3-1-70

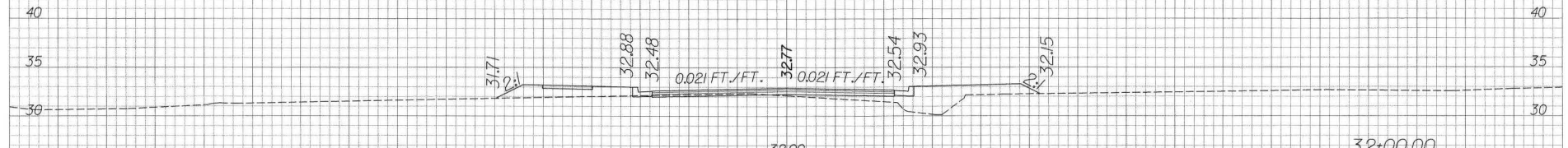
© HABERSHAM



© HABERSHAM



© HABERSHAM

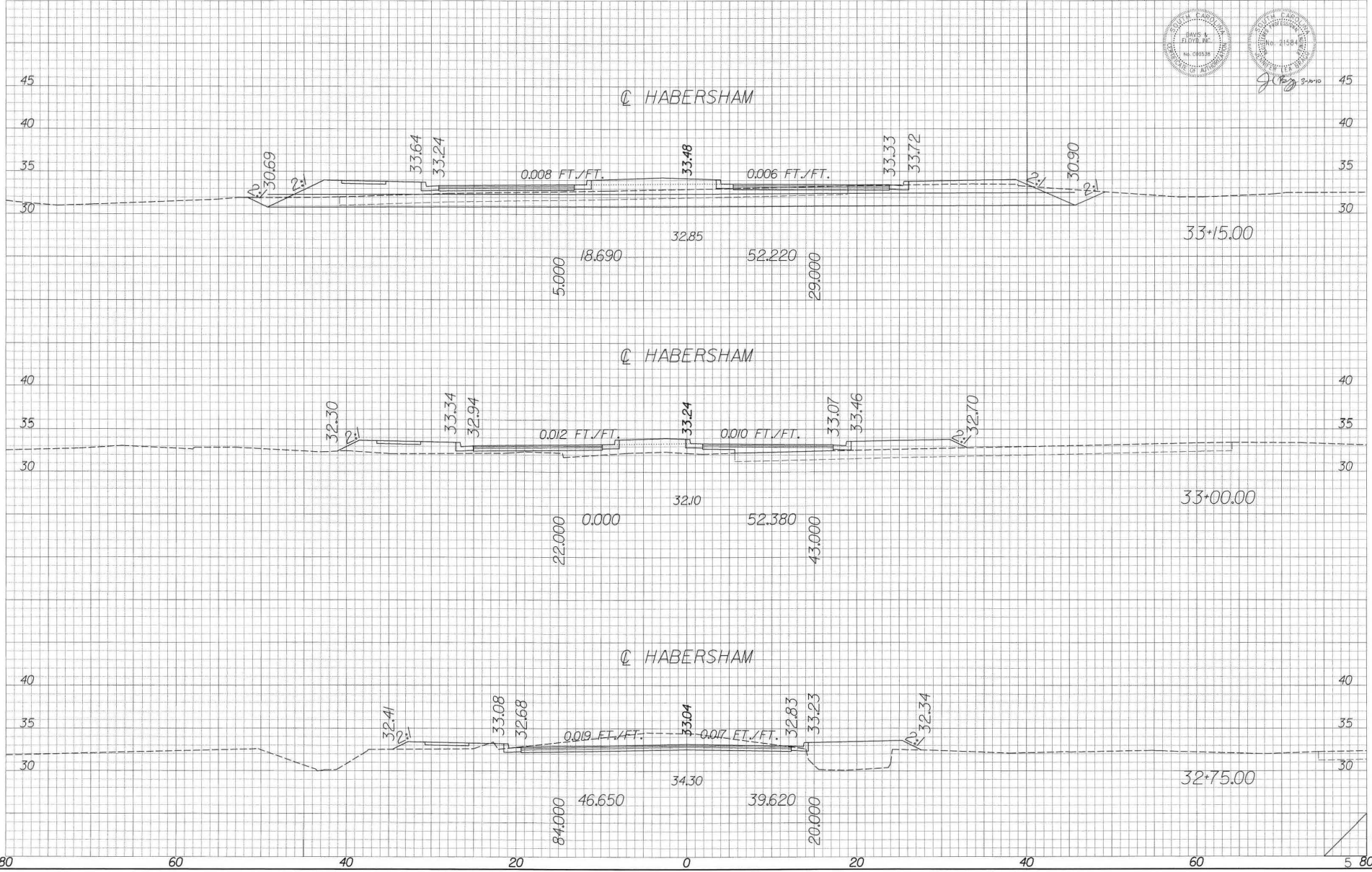


PLOTTED: 3/10/2000 4:52:48 PM FILE NAME: RFLER

xborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | 5-40 | X13 | |

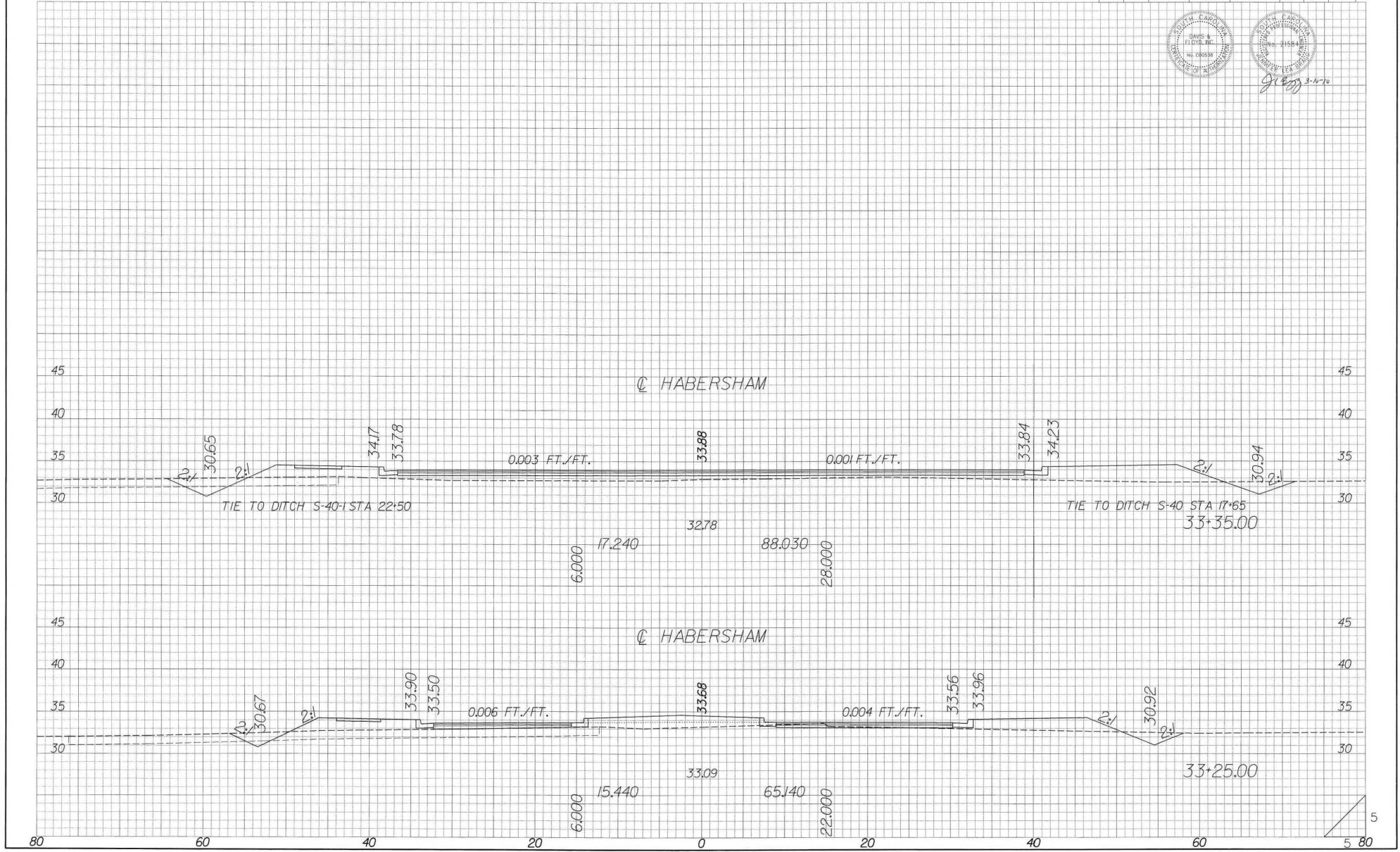
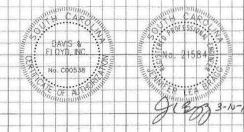


PLOTTER: 3/10/200 4:53:36 PM FILE NAME: 8FILES

xsborder.dgn

CONSTRUCTION PLANS

| FED. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|----------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 6000 | S-40 | X14 | |



ROUTED: 3/10/200 4:51:53 PM FILE NAME: 8F1E8

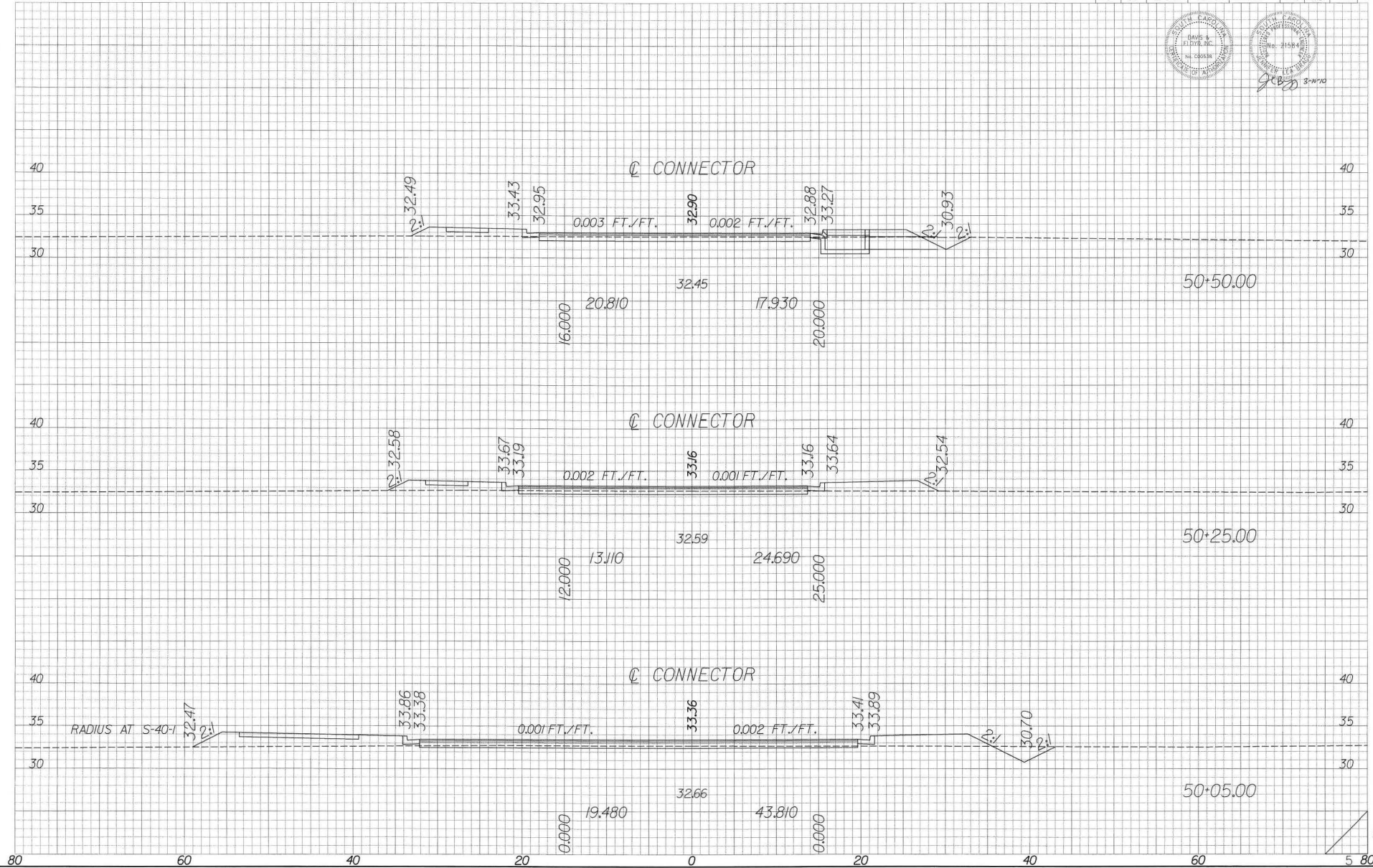
xsborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | 5-40 | X15 | |



GCB 8-10-02



PRINTED: 3/10/2000 4:52:14 PM FILE NAME: BFILES

xsborder.dgn

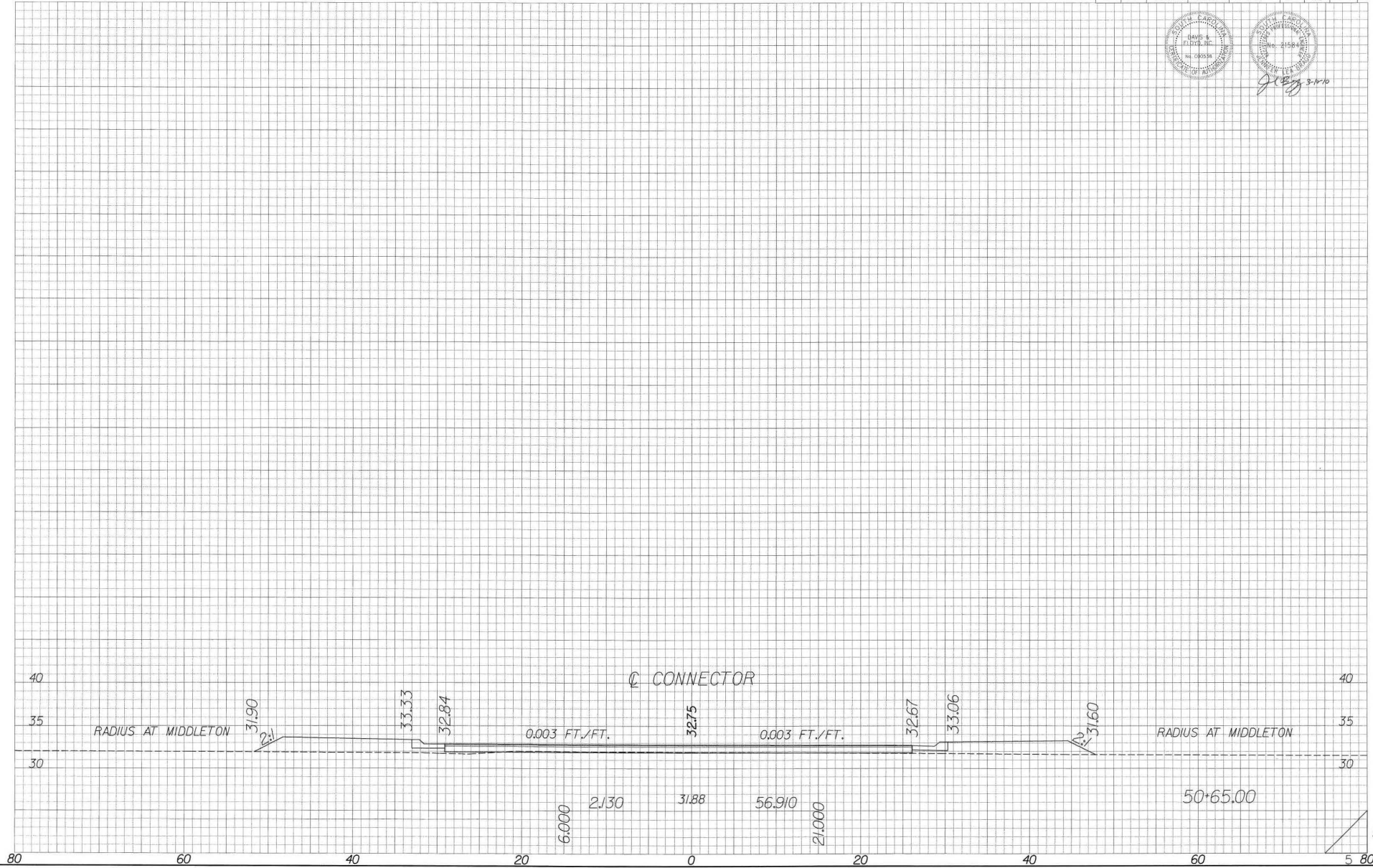
CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | 5-40 | X16 | |



J. R. Egan 3-17-10

PLOTTER: 3/10/2010 4:57:14 PM FILE NAME: RFLER



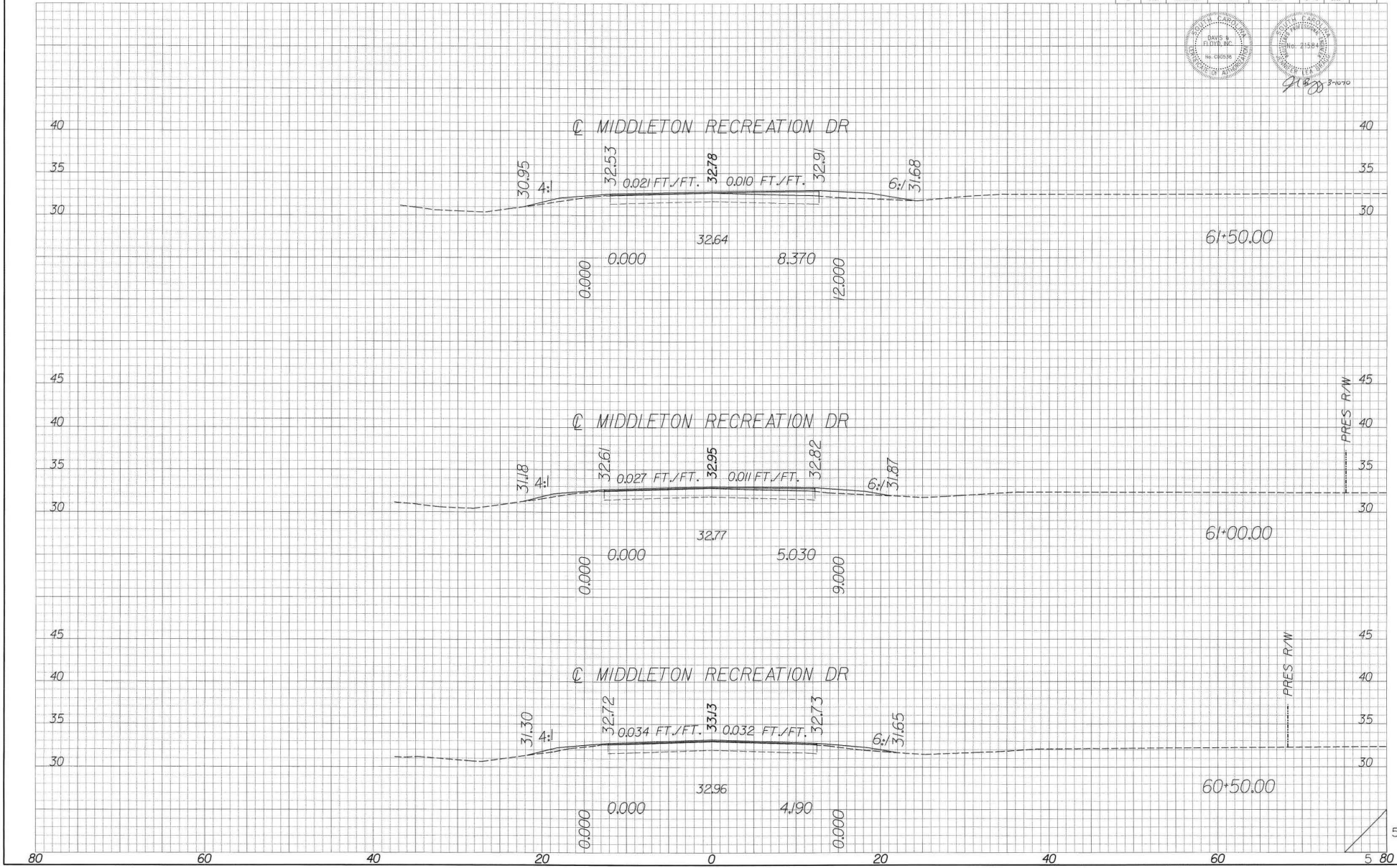
xsborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-4D | X17 | |



3-10-70



PLOTTER: 3/10/2000 4:51:12 PM FILE NAME: 8F1E.P

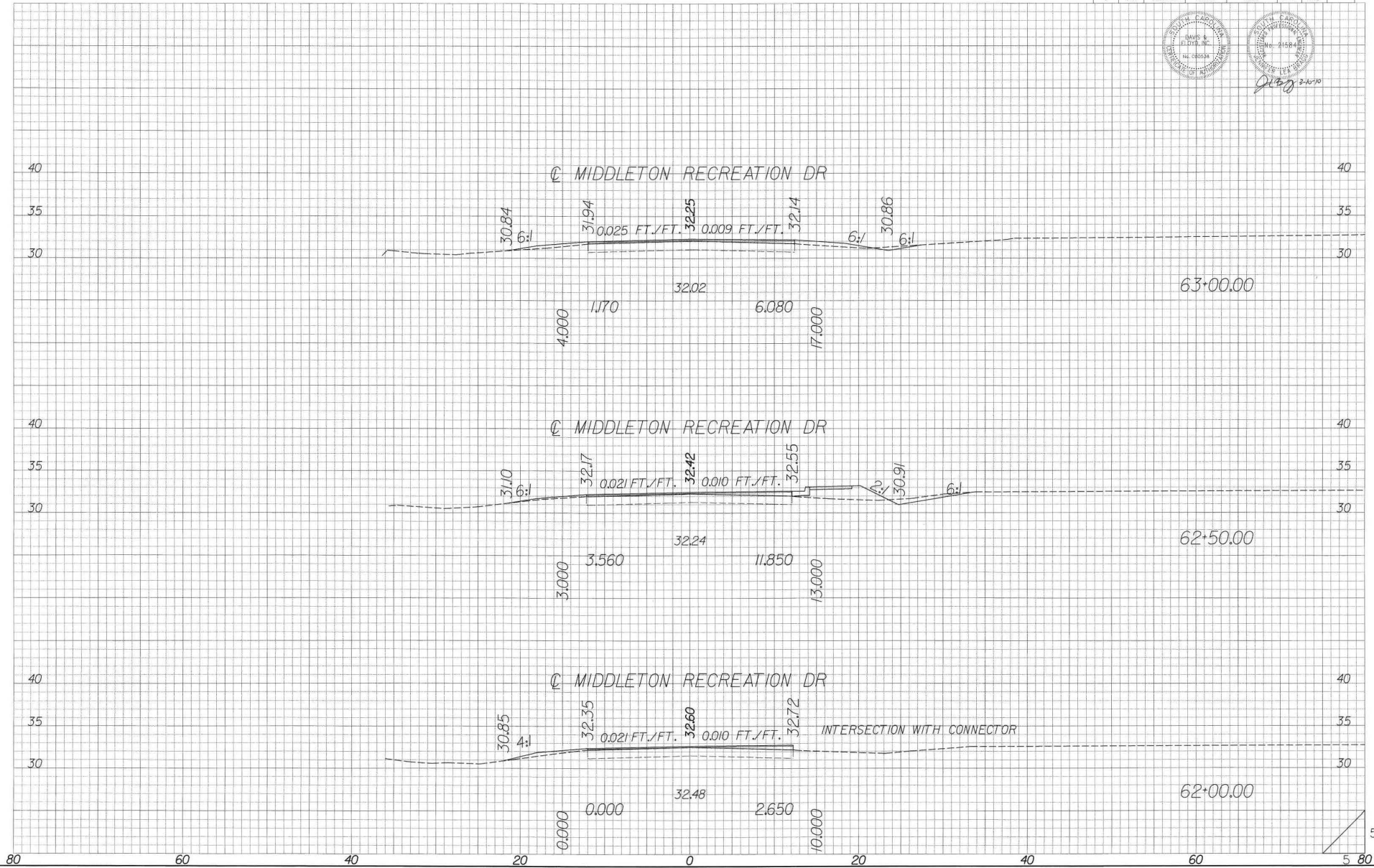
x:aborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | 5-40 | X18 | |



Travis E. Davis 2-1-10



PLOTTER: 3/10/2008 4:52:26 PM FILE NAME: #FILES

xsborder.dgn

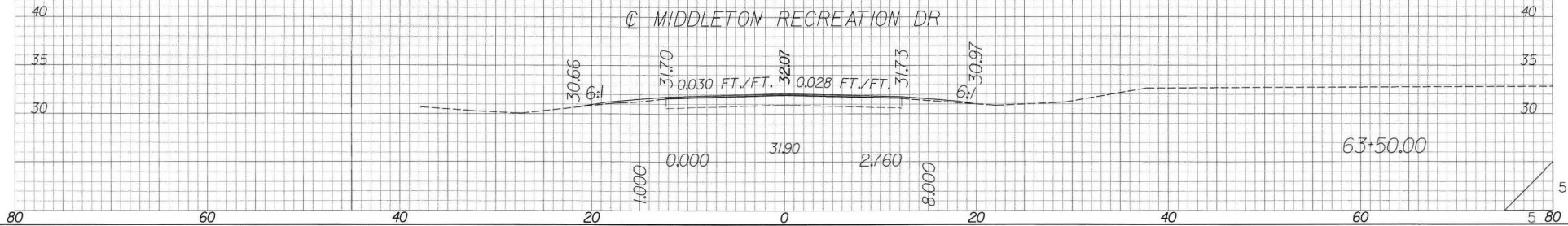
CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | X19 | |



J. Fildes 3-11-20

PLOTTED: 3/10/2000 4:57:11 PM FILE NAME: 81LES



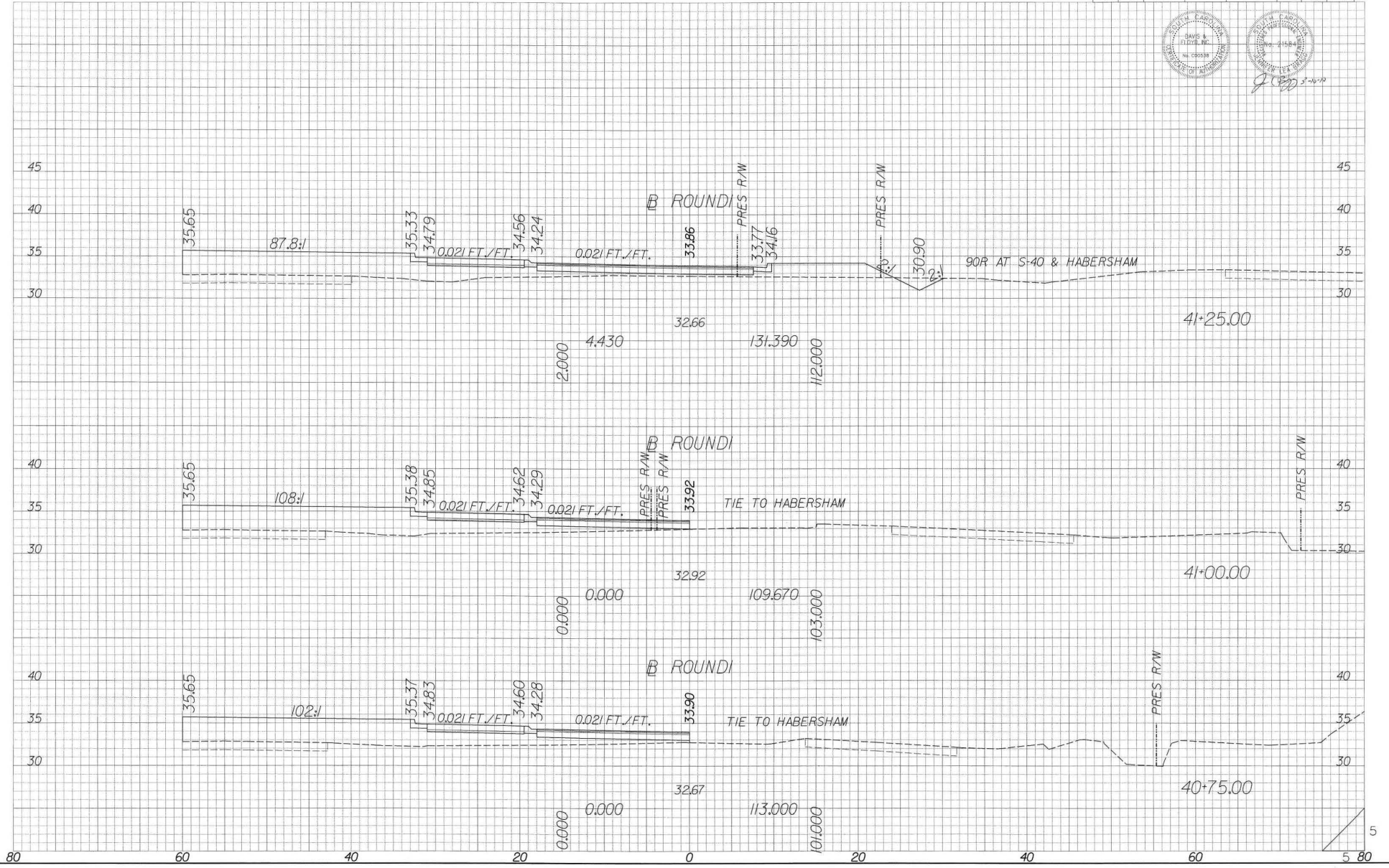
xsborder.dgn

CONSTRUCTION PLANS

| FED. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE | SHEET | TOTAL |
|----------|-------|----------|----------|-------------|-------|-------|-------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | X2 | |



JLF 3-16-12



PRINTED: 3/16/2012 4:51:25 PM FILE NAME: RFLER

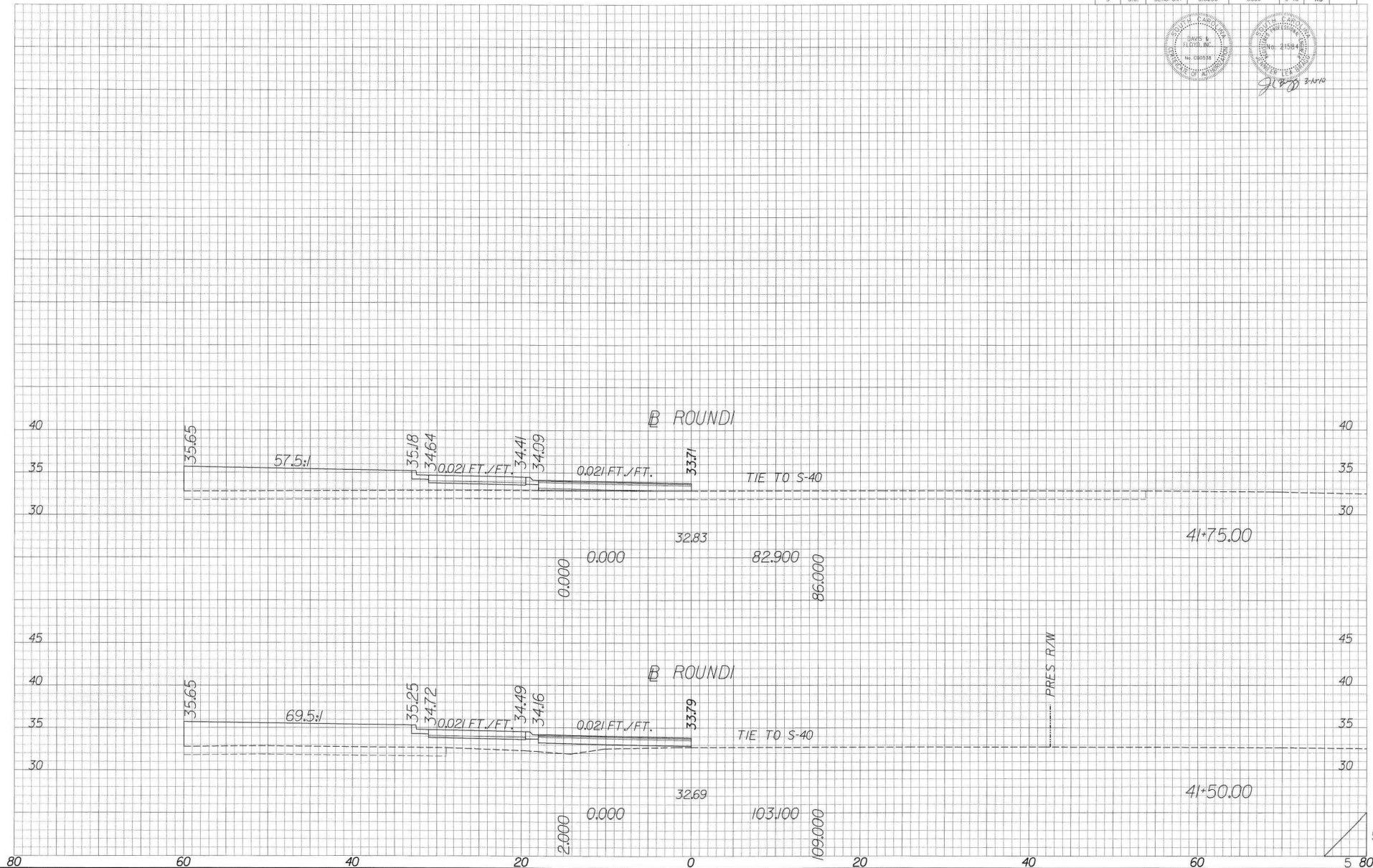
xaborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | 5-40 | X3 | |



J. B. Boyd 3/1/10



PLotted: 3/10/2010 4:57:25 PM FILE NAME: RFILES

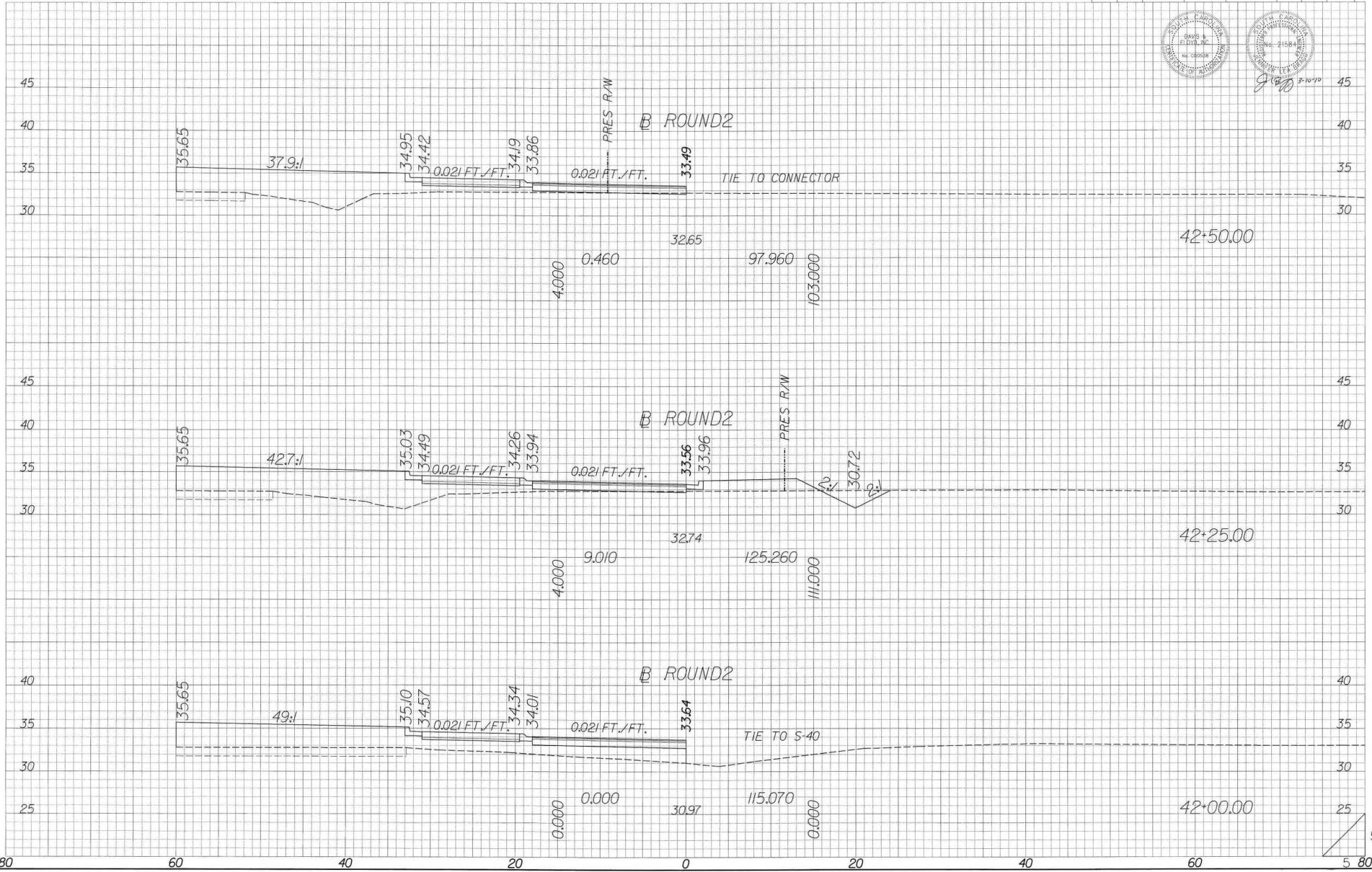
xborder.dgn

CONSTRUCTION PLANS

| FED. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|----------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-45 | X4 | |



3-10-79

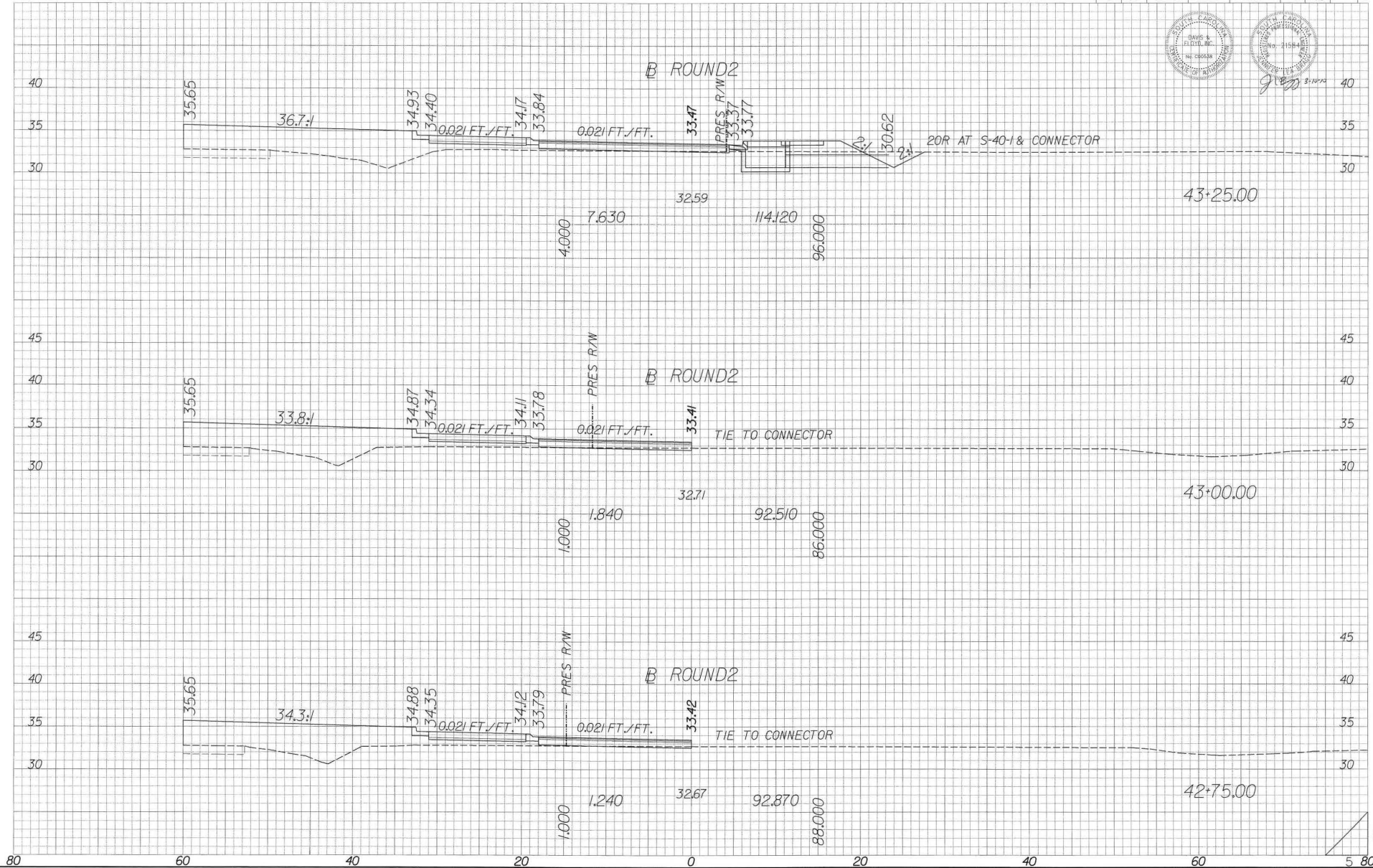


PLOTTER: 3/10/200 4:52:23 PM FILE NAME: 8FILES

xsborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | 5-40 | X5 | |



PRINTED: 3/10/2000 4:52:23 PM FILE NAME: #FILES



xsborder.dgn

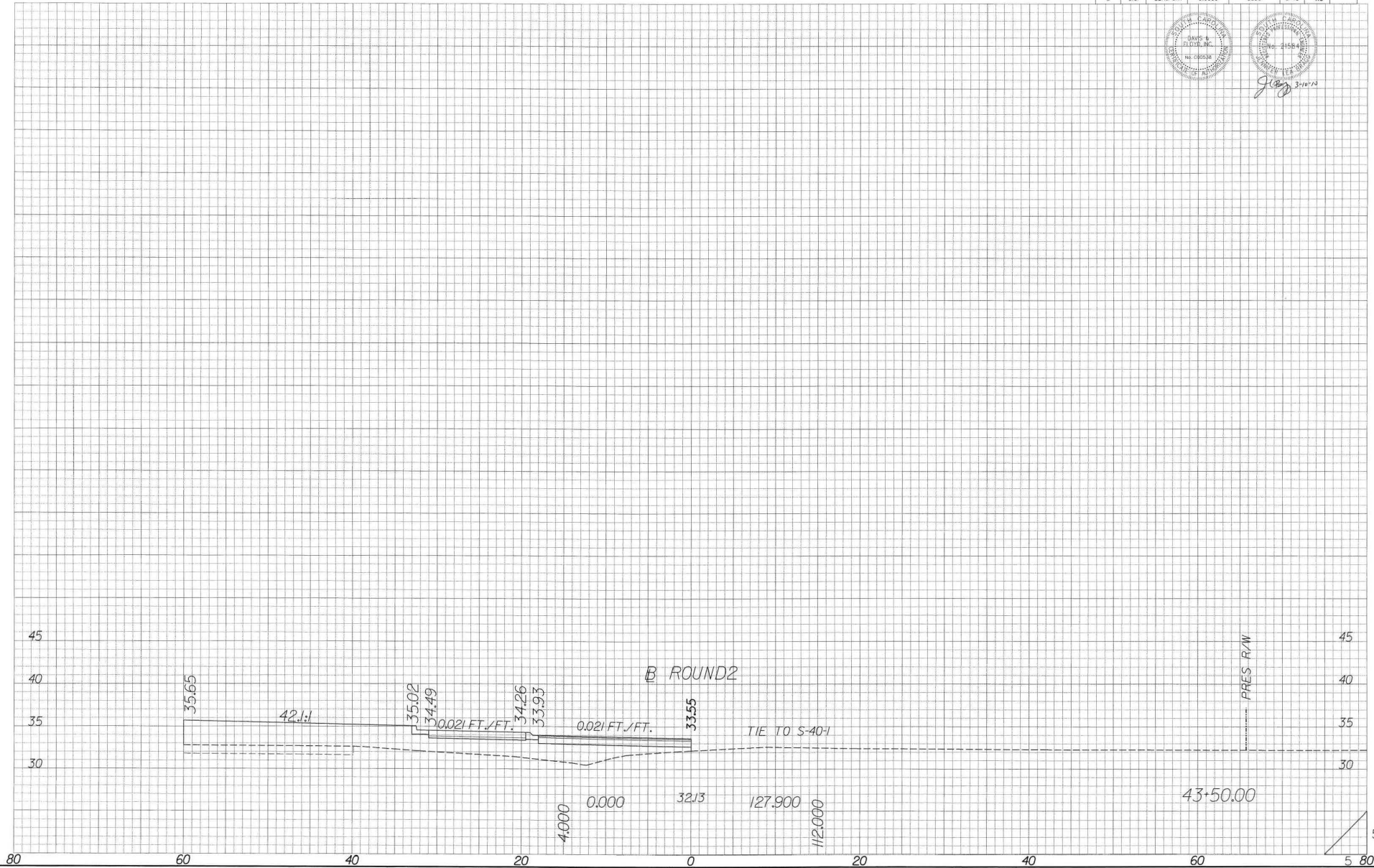
CONSTRUCTION PLANS

| FEED NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|----------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | 5-40 | X6 | |



JGD
3-10-10

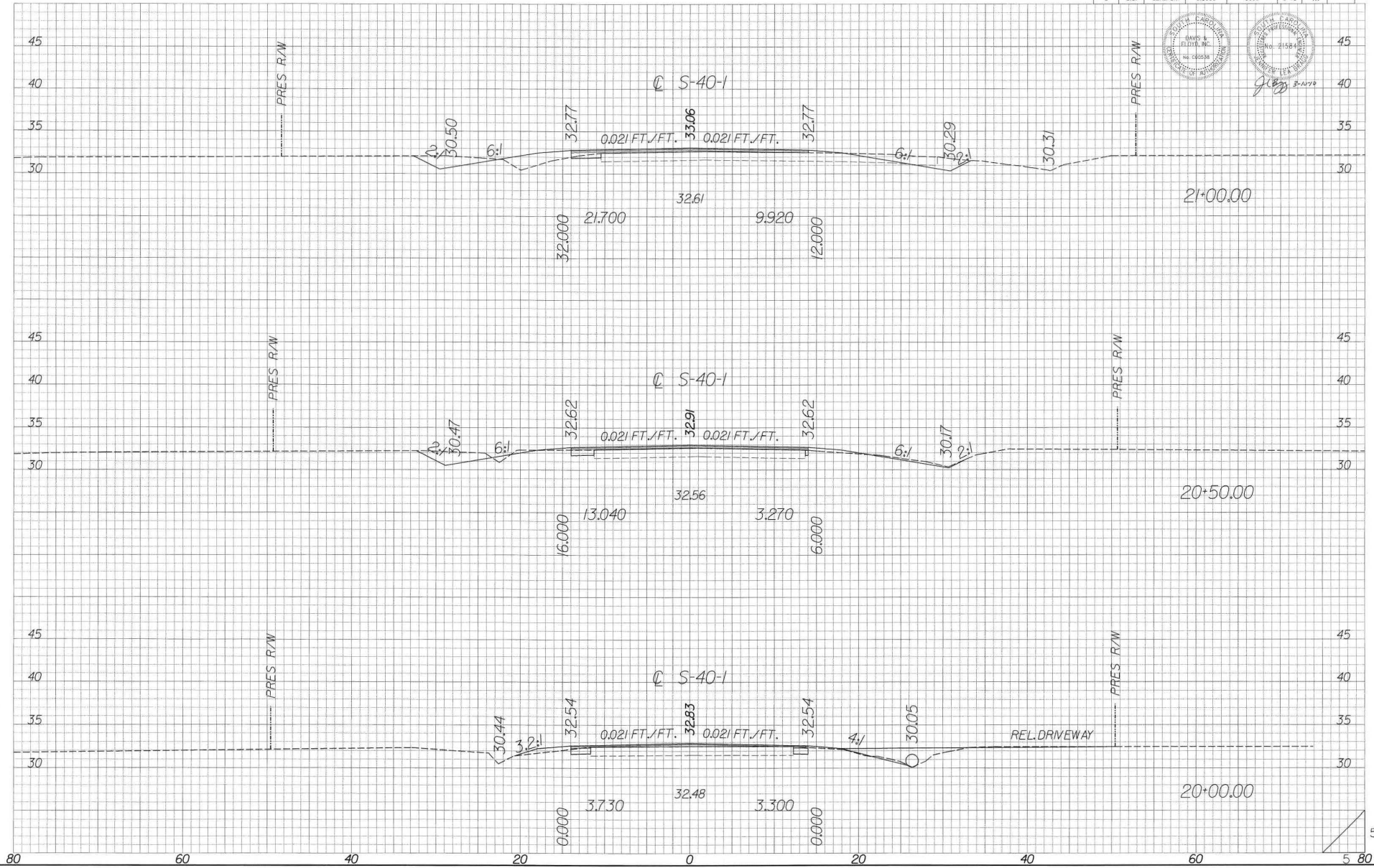
PLOTTER: 3/10/200 4:52:22 PM FILE NAME: RFILES



xsborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | X7 | |



PLTTEEA 3/10/2000 4:52:20 PM FILE NAME: 81LES

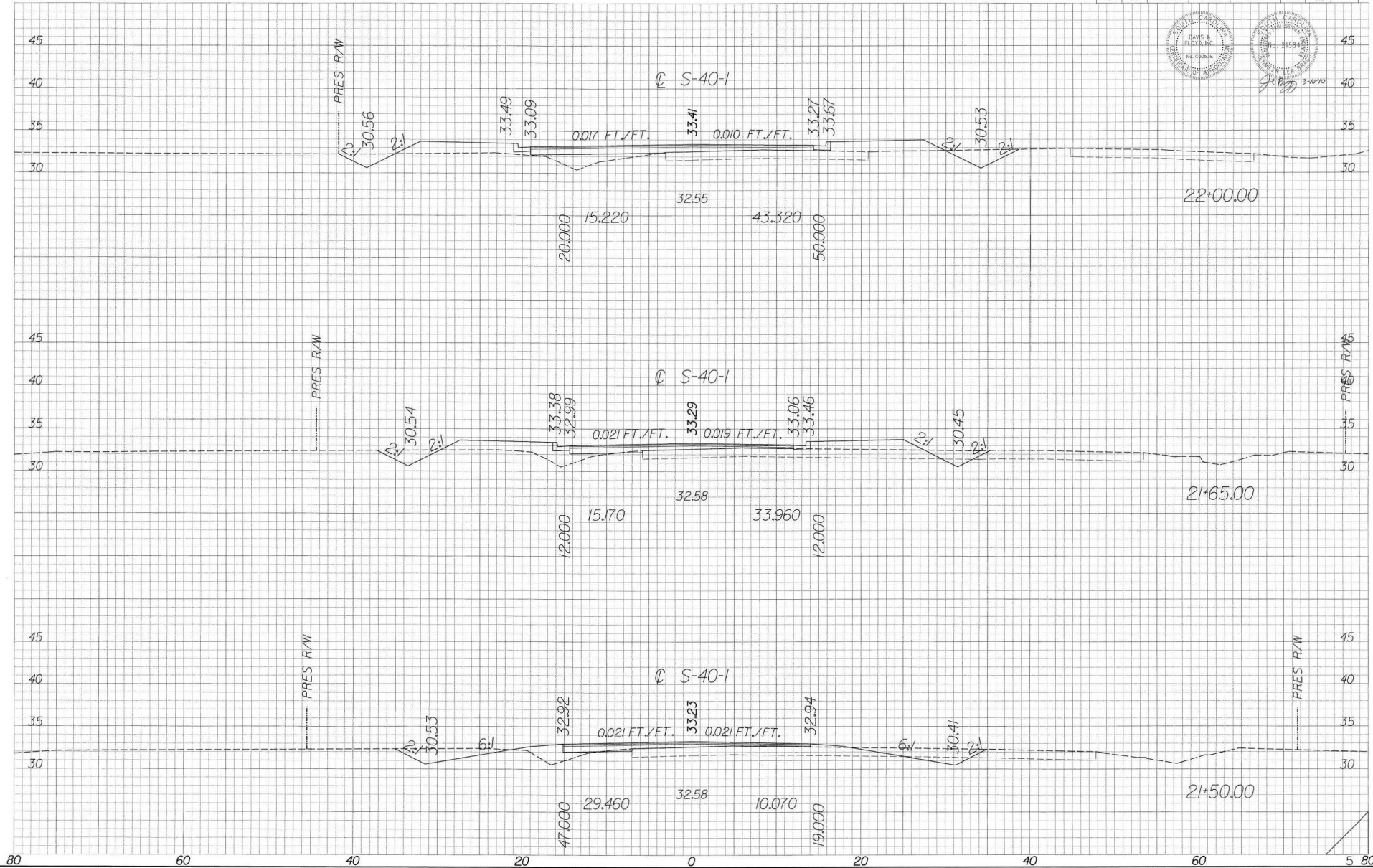
xsborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | 5-40 | XB | |



J. B. Boyd 3-14-10



PRINTED: 3/10/2010 4:52:20 PM FILE NAME: XFILES

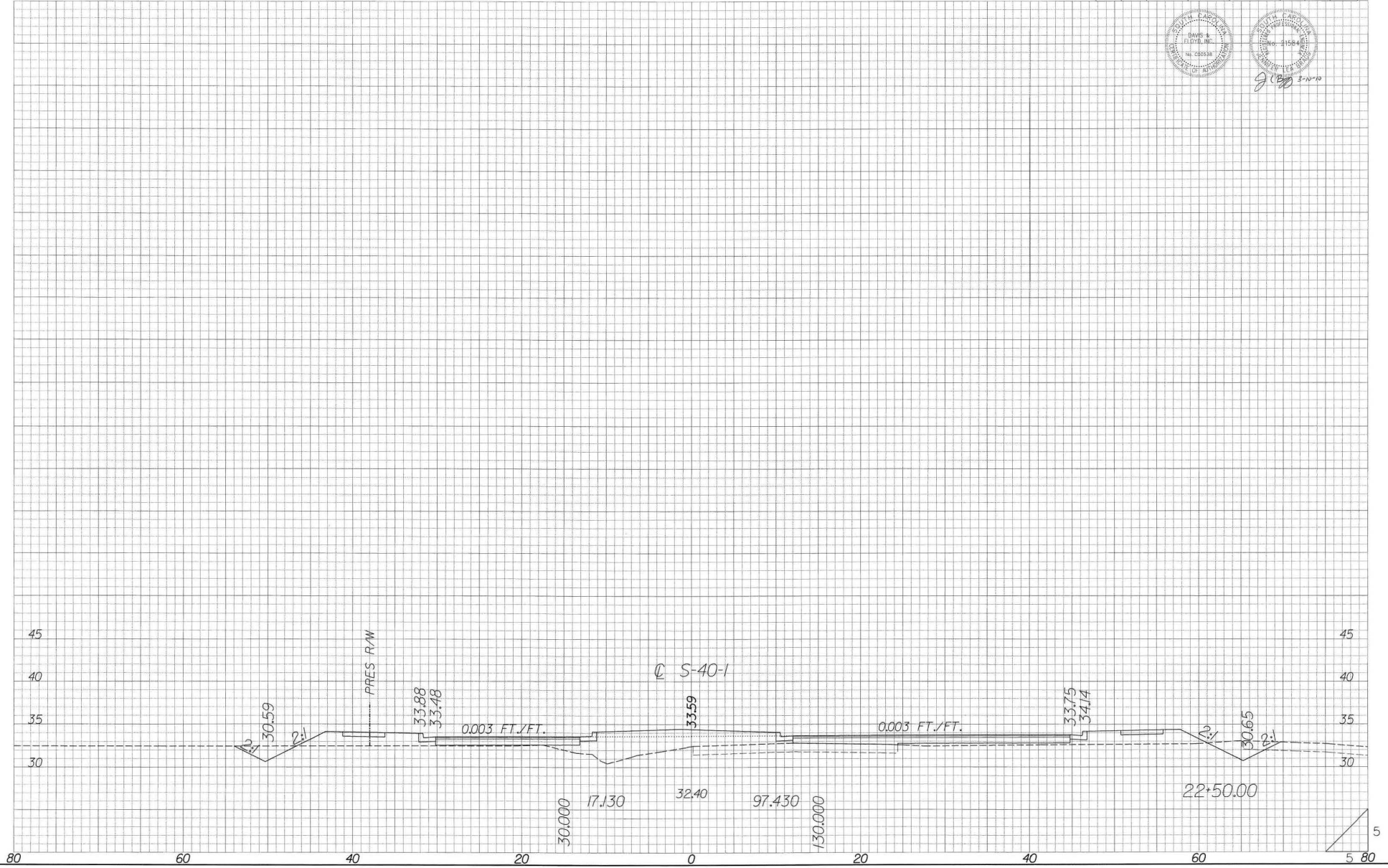
xsborder.dgn

CONSTRUCTION PLANS

| FED. RD. DIST. NO. | STATE | COUNTY | FILE NO. | PROJECT NO. | ROUTE NO. | SHEET NO. | TOTAL SHEETS |
|--------------------|-------|----------|----------|-------------|-----------|-----------|--------------|
| 3 | S.C. | BEAUFORT | 0.0000 | 0000 | S-40 | X9 | |



J. [Signature] 3-10-10



PLUTER 3/10/200 4:57:20 PM FILE NAME: BFILES

Exhibit E

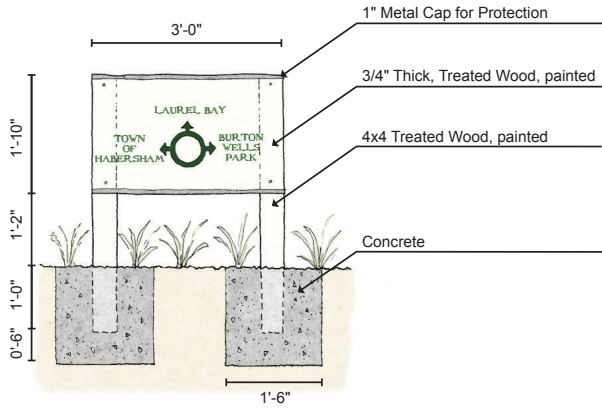
Cherokee Farms, Needles Road and Joe Frazier Road Improvements, Conceptual Plan



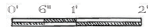
HABERSHAM & CHEROKEE FARMS Regional Context

Exhibit F

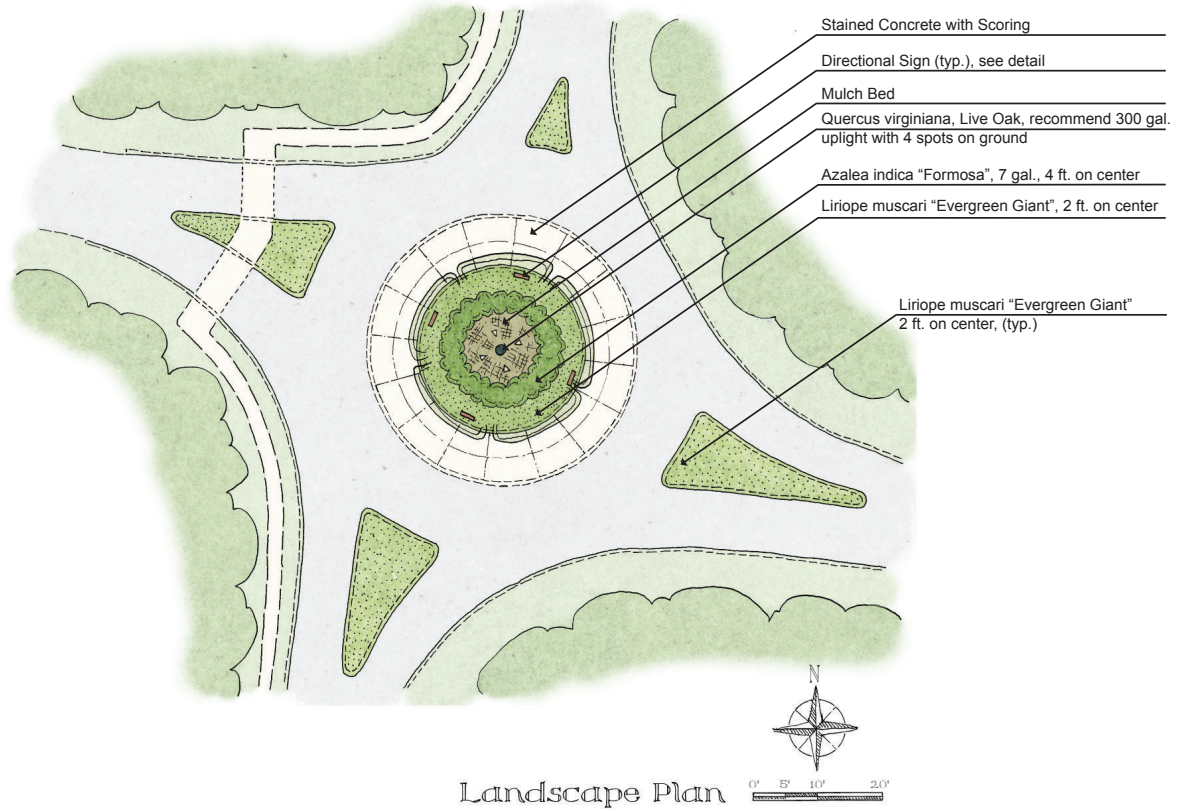
Joe Frazier Road Round-a-bout Landscape Plan



Sign Detail



JOE FRAZIER ROAD
ROUND-A-BOUT
LANDSCAPE PLAN



Landscape Plan

Exhibit G

Beaufort County Zoning and Development Standards Ordinances (“ZDSO”)

Wlodek Zaryczny
Director of Library
(May 10, 2004 to September 5, 2014)

Changes and achievements during this past decade include but are not limited to the following:

- A steady increase in the number of public computer workstations, as well as small awards of under \$1,000 to multi-million dollar grants between 2004 to 2014.
- In 2005, the number of Beaufort County Library (BCL) cost centers expanded from one to eight to increase accounting efficiencies, an Assistant Library Director position was added, and the Public Library Foundation of Beaufort County was formed
- Assisted in producing and developing standards for Library impact fees in 2006
- Increased County standard for library buildings from .6 sq. ft. per capita to 1.25 sq. ft. per capita in 2006
- Increased wages one to three pay grades for all exempt employees in 2007
- Served as President of South Carolina Association of Public Library Administrators from 2007 to 2008
- In the following year, BCL became a founding member of South Carolina Library Evergreen Network Delivery System (SCLENDS) and was the first library to go live in May 2009
- \$1.5M Community Development Block Grant for a new St. Helena Branch Library in 2009/2010
- In 2010, the Beaufort District Collection (BDC) relocated to a greatly expanded new space with one additional full-time staff

- United States Department of Agriculture Grant in the amount of \$2.5M, and \$6M loan in 2010
- Radio Frequency Identification (RFID) & Automated Materials Handling (AMH) technology was implemented throughout BCL during 2011-2013
- A new state of the art 23,500 sq. ft. St. Helena Branch Library was opened for business in 2012. In that same year, added BCL's first YA (Teen Librarian) and Computer Lab Specialist
- Helped author Standards for South Carolina Public Libraries, 2012 Revision
- Served as Executive Director of South Carolina Evergreen Library Network Delivery which expanded to 19 SC County libraries and the SC State Library with a collection of about 3.5 million items from 2012 to 2013
- In 2013, BCL became a model public library in South Carolina with the implementation of content development vis-à-vis "Production and Sound Labs" including 3D printing and other technologies. In that same year added e-books, downloadable audio books and "playaways" (digital audio books)
- IT system-wide upgrade (approved by the Library Board in January 2012) commenced implementation in 2014 which includes production lab services at the Bluffton Branch library
- iPads for BCL's youth department have been purchased and services are in the planning stages
- Author of "*How ROI Modeling Can Secure Funds for RFID Projects*" Strategic Library, June 2014 (A case study of RFID at BCL)

Submitted By
Wlodek Zaryczny

ADD-ONS

The document(s) herein were provided to Council for information and/or discussion after release of the official agenda and backup items.

Topic: Wexford Village Lawsuit and County Corruption
Date Submitted: August 25, 2014
Submitted By: Joni Dimond
Venue: Council Meeting

Aug. 25, 2014
Beaufort County
Council

Item 24.

Having lived in Beaufort County for 29 years, I've earned the right to tell of the corruption here.

① When Weyford Plantation sued me for ~~Interference~~ with landscape maintenance workers, their local attorney Tom Taylor was also the chairman of the Beaufort County Council. This gave Taylor the opportunity to lie about Master In-Equity, Kemmerlin's role in my case.

In the minutes of June 8, 1992 acting as Chairman of Beaufort County Council, Tom Taylor lied when he had said that Kemmerlin, had already been appointed a Special Judge for the Court of Common Pleds. What Kemmerlin needed for this, was an appointment by an Order of the Supreme Court Justice of South Carolina.

Kemmerlin didn't get this

Joni Dimond

August 25, 2014

Council Meeting

472

appointment until 6 months
later.

At this June 8, 1992 meeting Taylor acted unethically when he made a substitute motion to give Kemmerlin a raise, plus fringe benefits and then voted for the motion.

Kemmerlin was only a Master-In-Equity without any authority to sit on my case as a pretend judge on Oct. 27 + 28, 1992.

At my first hearing Kemmerlin made the remark that I was crazy to my attorney, Robinson but only after I walked out of the room.

② Another act of corruption and extortion happened when the county said that Parcel 81 was someplace other than where it truly was. I bought this land at a tax sale in 1990.

This gave Bill Anderson of Town + Country Realty, a chance to steal the peninsula that was

a part of Parcel 81. This county should start to take me seriously and ask Bill Anderson when he bought the peninsula, how much he paid for the 5 acres, and who he bought it from. I have read that Anderson asked \$850,000 for the peninsula. He should also be asked how he was able to sell a portion of Parcel 81 for \$350,000 when I owned the acreage. The acreage that the county says I own was never taxed as it was designated Sinking Fund and exempt from taxes. So therefore I could never have bought this property as it never would have gone up for unpaid taxes. ③ A judge ordered me to spend 6 months at the Beaufort County Detention Center because I failed to show up at his office. Not only was this absurd I had to spend 6 months to the day in detention while everyone else only had to spend 85% of their time. I need this letter

4

Item 24.

to become part of your minutes
as these episodes not only
reek of corruption and extortion
there is racketeering as well.

Jo Ann Diamond

copy to Sheriff Tanner

| | | | |
|------|--|----|---------|
| 4753 | St. Helena Magistrate | \$ | 29,434 |
| 4754 | Sheldon Magistrate | \$ | 18,600 |
| 4755 | Daufuskie Island Magistrate (\$18,027 to Council's Contingency) | \$ | - 0 - |
| 4756 | Magistrate At-Large | \$ | 23,156 |
| 4760 | Probate Court | \$ | 314,400 |
| 4770 | Solicitor's Beaufort Office | \$ | 18,124 |

Council voted unanimously. The motion passed.

Master-In-Equity - 4070

It was moved by Mr. Atkinson, as Finance Committee Chairman (no second required), that Council approve \$108,226 for Master-In-Equity's FY 1992-93 operating budget.

Substitute motion: It was moved by Mr. Taylor, seconded by Mr. Moody, that Council approve \$115,226 (\$7,000 includes fringe benefits) for Master-In-Equity's FY 1992-93 operating budget.

Mr. Taylor remarked the proposed increase is to pay Judge Kemmerlin for additional work outside his Master-In-Equity work, e.g., handling the Non-Jury Roster and Motions Roster for Beaufort County Court of Common Pleas by way of an Order of the Supreme Court Justice of South Carolina.

Next, Mr. Taylor stated statistics show Beaufort County has the highest use of any Master-In-Equity Court in the State of South Carolina. In addition, Beaufort is one of four counties which actually "turns a profit". Proceeds from Judge Kemmerlin's Court are over \$110,000. In addition to the Master's work, Judge Kemmerlin has taken upon himself over the course of the last two years, without compensation, hearing all Motions in Beaufort County and all Non-Jury cases. Normally, these cases are heard by Circuit Court Judges. If Judge Kemmerlin did not hear the Non-Jury cases, effectively, the docket would be backed up even more. Judge Kemmerlin devotes approximately 12 hours/week and would like to be compensated (equates to approximately \$10/hour) for the additional work he is performing as a Special Judge for the Court of Common Pleas.

Mr. Atkinson cannot support granting a raise to one Judge when many Department Heads deserve a raise.

The vote was: FOR - Mrs. Gnann, Mr. Taylor, Mrs. Grace, Mr. Moody and Mr. Von Harten. OPPOSED - Mr. McBride, Mr. Atkinson and Mr. Kline. ABSTAINED - Mr. Fordham. The motion passed.

ORDER

The Honorable Thomas Kemmerlin, Jr., is hereby appointed as a Special Circuit Court Judge for the Court of Common Pleas for Beaufort County to perform the following:

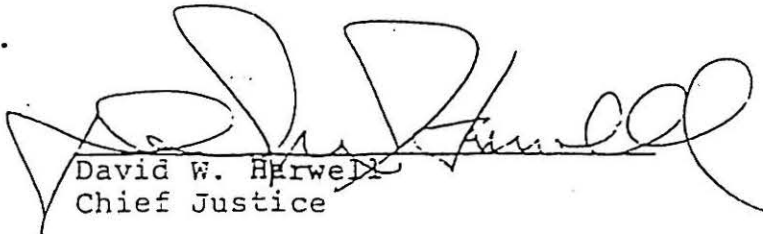
- (1) In jury matters from the date of filing, to hear any motion except motions for summary judgment, motions to add parties, motions in limine including evidentiary matters, scheduling orders, and motions under Rule 40(c)(3), SCRCP; and
- (2) In non-jury matters from the date of filing, to hear any motion and to perform all administrative duties necessary to prepare these cases for trial.

Further, the clerk of the circuit court, at the expiration of 120 days from the date of filing, will refer all non-jury cases to the Honorable Thomas Kemmerlin, Jr., as Master-in-Equity. These referrals shall be with finality and with direct appeal to the Supreme Court. At the time of reference, the circuit court clerk will bill the plaintiff's attorney the cost of the reference according to the schedule of costs in effect, and this bill must be paid prior to the matter being set for hearing. Judge Kemmerlin may, in his discretion, remand any case referred to him back to circuit court for disposition by a circuit judge at a regularly scheduled term of non-jury court.

This order shall expire on January 3, 1994.

IT IS SO ORDERED.

December 9, 1992
Columbia, South Carolina


David W. Harwell
Chief Justice

 **The Prudential**
 Beaufort Realty Co.
 (803) 525-0028
 210 Carteret Street
 Beaufort, SC 29902



Just Listed:

PARCEL 81 COOSAW RIVER DRIVE
\$160,000

Just over 19 acres located on tidal creek.
Easy access to the deep water of the Atlantic via the Morgan River.

PLEASE CONTACT
Gloria Smalls
803-525-0028 or 803-521-4415

If your property is currently listed with a real estate broker, please disregard this offer; it is not our intention to solicit the offerings of other real estate brokers. We cooperate with them fully.

Jo Ann Diamond
OR CURRENT OCCUPANT
61 Yorkshire Dr
Hilton Head Island SC 29928-3368



August 2004
TOWN & COUNTRY
 REAL ESTATE

LOTS/ACREAGE

| | | |
|-------------------------------------|--|-----------|
| Jasper | | |
| 658 Ac. Hunting Tract | | \$789,600 |
| 4Ac. Commercial Hwy 170 Okatie | | \$750,000 |
| 4Ac. Commercial I.D. on Hwy 170 | | \$750,000 |
| 10 Ac-Lot 6 Bees Creek (u/c) | | \$60,306 |
| 10 Ac-Bees Creek Rd. Parcel D (u/c) | | \$58,596 |
| 11 Ac-Bees Creek Rd. Parcel E (u/c) | | \$57,285 |
| Lot 2 Gillisonville, 3.52 acres | | \$17,600 |
| Lot 5 Gillisonville 3.52 Ac. Hwy 75 | | \$12,320 |

| | | |
|--|--|-----------|
| Beaufort | | |
| Oceanview Sea Pines Lot at Coffin Pt. | | \$269,000 |
| Bluffton 5 acre Historic District | | \$120,500 |
| 6.7 Ac. Okatie | | \$134,000 |
| 1.50 Ac Marshview Lot Fripp Pt | | \$129,000 |
| 5 Ac Tract, Chechessee Rd. (2 tract available) | | \$99,500 |
| 5.82 Ac Old Sheldon Ch. Rd. | | \$45,000 |

| | | |
|-------------------------------------|--|-----------|
| Hampton | | |
| 177 Ac Hunting Tract | | \$531,000 |
| 7.18 Ac. with single MH | | \$69,000 |
| Melody St. Varnville (Building Lot) | | \$11,000 |
| Colleton | | |
| Single wide/leased land on Ashpoo | | \$35,000 |
| 3.2 Wooded Lot (Near Yemassee) | | \$29,000 |
| 1.62 Ac. Wooded Lots off Hwy 21 | | \$19,000 |

Contact Ron Griner at (843) 812-4603



WILLIAMS, SC - 29 acres with absolute privacy. Partially wooded, deer and dove, great hunting 12 acre field. Located near Ruffin, SC. Offered at \$69,000. MLS#98580. Contact Bill Anderson at 843-521-6343 for more information.



WHETSTONE CROSSING - Augusta Hwy 61, prime deep water on Edisto river, 21.5 acres. Flowing well, 24x60 open shed with metal roof, septic tank in place. Offered at \$185,000. Contact Bill Anderson at 843-521-6343 for more information.

WATERFRONT/MARSHFRONT/DEEPWATER

ISLANDS OF BEAUFORT - LOT 9 FIVE OAKS - .51 acre lot with marshview. Community dock. Offered at \$155,000. Contact Judy Waters at 597-0096. MLS#97796.

COOSAW ISLAND - 21 acres on Tidal Creek. Existing dock, partially wooded. Offered at \$350,000. Contact Bill Anderson at 521-6343 for more details.

COOSAW ISLAND - 61 acres with marshview. Heavily wooded, interior. Offered at \$354,000.

FROGMORE - 13.85 acres with natural Black Gum pond, high land, mature trees, live oaks. Great for private estate. Offered at \$148,000. MLS#96897. Call Bill Anderson at 521-6343.

VARNVILLE - Mobile home lot 1/2 acre. Located on 511 Keans Neck Road. MLS#96726. Offered at \$9,900. Contact Ron Griner at 843-812-4603.

LOBECO - Nice country building lot, 75x200. Located on 511 Keans Neck Road. MLS#96726. Offered at \$8,000. Contact Maureen Corbin-Cooley at 812-5435.

THIRD ST. - 2 acres located in Hampton. Hwy

CANE ISLAND RETREAT

Item 24.

Exclusive Waterfront Community



- Lot 13 Bay Drive - \$315,000
- Lot 14 Bay Drive - \$295,000
- Lot 15 Bay Drive - \$295,000
- Lot 1 Cane Way - \$220,000
- Lot 5 Cane Way - \$245,000

Contact Cassy Denton for a private tour.
 Town & Country Real Estate
 271-0500

ACREAGE & HOMESITES

Call Jim Thomas at (843) 812-6610

21.5 ACRES SEASIDE ROAD
 Diverse Acreage on St. Helena Island
 Open fields, hardwoods, live oaks. Over 200 feet of frontage on Wards Creek, Harbor River Basin.



TOWN & COUNTRY
 REAL ESTATE

and Judy Waters are

“Going the Extra Mile for You”!



2 Oyster Catcher



2 bedroom, 2 full bath, 1540 sq ft home with library, living/dining room with vaulted ceilings, center kitchen, new hardwood floors, 2 1/2 car garage & privacy fence in upscale neighborhood. Reduced \$20,000.

\$275,000

60 Coosaw River Drive



This majestic 5.29 acre property on Tidal Creek has a fabulous view of Lucy Creek. Private peninsula that has panoramic views. Large oak trees, a wonderful orchard with fruit trees and blueberry bushes. A lovely guest cottage with metal roof and all permits in place for a 4 bedroom, 3 bath home. Dock and boat lift in place. A must see!

\$850,000

26 Ponderosa Circle



WHAT A BUY!

Yemassee, SC

Lovely, well maintained property: 1.49 with fantastic landscaping. This 3 bed 2 bath home is a rambling 2,000 sq ft kitchen with solid pine cabinets, living family room, or 4th bedroom. All brick New roof. Big screened porch. Living 20 minutes to MCAS Beaufort.

\$255,000

481

Topic: Proposal for Finance Committee Regarding
Millage Value and Rate

Date Submitted: August 25, 2014

Submitted By: Bill Evans

Venue: Council Meeting

Subject: Proposal for Fin/Ops Committee regarding Millage Value and Rate

My concern is simple; the development of the rate to set for the mil in order to fund our budget has been inconsistent in the past. This last year is a good example of how the rate was set without full consideration or knowledge of the factors that impact only the school district's collections. The proposal has several parts:

1. Staff (Assessor, Auditor, Treasurer, etc.), compute the value of the mil for all government entities and make that value known.
2. Working with staff at the County, the District financial staff identifies the rate needed to fund the approved revenue portion of the budget as established by the County Council.
3. The School Board develops and implements a new fund balance policy that states that our fund balance will fall between 13% and 15% with a median expectation of 14%.
4. The County Council adopts a policy that automatically replenishes the District fund balance back to 14% if it ever falls below 13%; the District agrees that if the fund balance ever exceeds 15% we will automatically spend the fund balance down to the 14% level.
5. The agreement between the Council and the District ensures that this will take place automatically, and that any increase required is automatic and independent of any other budget requests.

Implementing such an agreement, ensures that both the Council and the District are protected against any events such as 6%-4% movement, appeals, reassessments, etc. This proposal also provides stability, becomes a plus as we work with bonding agents as they can see great stability in our fund balance. It also means that the mil value and rate are set in June with the approval of the budget and any events will automatically be addressed with the next budget, with the fund balance either being spent down or funded so that it remains at the 14% level.

Bill Evans

August 25, 2014

Council Meeting

Topic: School District 2015 Appropriation
Date Submitted: August 25, 2014
Submitted By: Stu Rodman
Venue: Council Meeting

BCSD '15 Appropriation

| (M's - \$) 6/23/14 | '12 <u>Act</u> | '13 <u>Act</u> | '14 <u>Est</u> | Inc / (Dec) | '15 <u>Budget</u> | '15 Mill Options | |
|-----------------------------|-------------------|-------------------|-------------------|--------------|----------------------|------------------|---------------|
| | | | | | | +4.2 Mills | +6.0 Mills |
| <u>Mill Value</u> | | | 1.13 | | 1.13 | 1.15 | |
| <u>Collections</u> | | | | | | 97% | |
| <u>Mills</u> | | | 97.5 | | 101.7 4.3% | 101.7 4.3% | 103.5 6.2% |
| <u>Revenues:</u> | | | | | | | |
| Ad Valorem | | | 110.2 | 4.7 | 114.9 | 112.9 | 114.9 |
| All Other | | | <u>69.6</u> | <u>5.3</u> | <u>74.9</u> | | |
| | | | 179.7 | 10.0 | 189.8 | | |
| <u>Expenditures:</u> | | | | | | | |
| State Mandates | | | | 4.0 | | | |
| Enrollment Growth | | | | 3.2 | | | |
| Transportation | | | | 1.2 | | | |
| Non-Certified | | | | 0.7 | | | |
| Lost Special Revenue | | | | 0.7 | | | |
| Operational | | | | 0.6 | | | |
| All Other | | | | (0.4) | | | |
| BoE Identified Cuts | | | | <u>(2.3)</u> | | | |
| | | | 181.9 | 7.7 | 189.6 4.2% | | |
| <u>Net:</u> | 1.6 | 2.4 | (2.2) | | 0.2 | (1.8) | 0.2 |
| <u>Ending Fund Balance:</u> | 28.1 15.8% | 30.5 16.8% | 28.3 14.9% | | 28.5 14.3% | 26.5 13.3% | 28.5 14.3% |
| | | | | | 14.0% | | |

Stu Rodman
August 25, 2014
Council Meeting

Topic: School District General Fund Summary
Date Submitted: August 25, 2014
Submitted By: Stu Rodman
Venue: Council Meeting

BCSD General Fund Summary (M's - \$)

5/27/14

| | FY 04 | FY 05 | FY 06 | FY 07 | FY 08 | FY 09 | FY 10 | FY 11 | FY 12 | FY 13 | FY 14 |
|---|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------------------|--------------|---------------------------|
| | Act | Act | Act | Act | Act | Act | Act | Act | Act | Act | Est |
| 135 Day Enrollment | 17.9 | 18.4 | 18.7 | 19.2 | 19.2 | 19.1 | 19.0 | 19.3 | 19.3 | 19.5 | 19.7 |
| | | | | | | | | | 10 Year Increase | | 1.8 10% |
| Expenditures (Excls Charter) | 121.4 | 127.3 | 133.3 | 149.6 | 156.5 | 164.7 | 168.8 | 172.9 | 170.6 | 173.1 | 177.4 |
| | | | | | | | | | 10 Year Increase | | 56.0 46% |
| | | | | | | | | | Enrollment | | -10% |
| | | | | | | | | | Cost | | 36% |
| | | | | | | | | | Cost Increase / Yr | | 3.6% |
| Excess/(Shortfall) | 0.4 | 3.0 | 1.7 | (0.4) | 11.9 | 7.4 | (1.2) | (4.9) | 1.6 | 2.4 | (2.2) |
| | | | | | | | | | Ave Increase / Yr | | 1.8 |
| Ending Fund Bal | 9.0 | 12.0 | 13.7 | 13.3 | 25.2 | 32.6 | 32.4 | 26.5 | 28.1 | 30.5 | 28.3 |
| | | | | | | | | | Ave Increase / Yr | | 1.9 |
| Fund Balance % | 7% | 9% | 9% | 7% | 15% | 19% | 18% | 15% | 16% | 17% | 15% |
| | | | | | | | | | 10 Year Increase | | 8% |

Stu Rodman
August 25, 2014
Council Meeting



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| A RESOLUTION TO ADOPT A COUNTY-OWNED REAL PROPERTY LEASE POLICY |
| MEETING NAME AND DATE: |
| Executive Committee; November 7, 2022 |
| PRESENTER INFORMATION: |
| Brittany Ward, Interim County Attorney 10 Minutes |
| ITEM BACKGROUND: |
| |
| PROJECT / ITEM NARRATIVE: |
| In order to ensure that the County is consistent and fair when leasing its real property, staff has determined that a formal policy regarding the application process, lease rates and the terms and conditions of the lease are clear and uniform is in the best interest of the County. |
| FISCAL IMPACT: |
| No immediate fiscal impact. If adopted the County would receive the monthly lease rates moving forward. |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| Approve the County-Owned Real Property Lease Policy |
| OPTIONS FOR COUNCIL MOTION: |
| Motion to either accept/deny the recommendation to adopt the County-Owned Real Property Lease Policy. Move forward to Council for Adoption on November 14, 2022 |

RESOLUTION NO. 2022/_____

A RESOLUTION TO ADOPT A COUNTY-OWNED REAL PROPERTY LEASE POLICY

WHEREAS, Beaufort County (“County”) through the power provided by South Carolina Code of Laws 4-9-30 has and continues to acquire real property and at times determines that it is beneficial to the County to lease all or a portion of said real property; and

WHEREAS, in order to ensure that the County is consistent and fair when leasing its real property, the County Council has determined that a formal policy regarding the application process, lease rates and the terms and conditions of the lease are clear and uniform is in the best interest of the County; and

WHEREAS, the County Council has determined that it is in the best interest of the County to adopt the County-Owned Real Property Lease Policy as shown in “Exhibit A”, attached hereto and incorporated herein by reference.

NOW, THEREFORE, BE IT RESOLVED, that the County Council of Beaufort County does hereby adopt the County-Owned Real Property Lease Policy attached hereto and incorporated herein by refence in Exhibit A.

Adopted this _____ day of _____, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

EXHIBIT A

County-Owned Real Property Lease Policy

- 1) **DEFINITIONS.** For purposes of this Policy, the terms are defined as follows:
- a) *Administrator.* The Beaufort County Administrator or its designee
 - b) *Application.* The “Application to Lease County Real Property” form provided to the applicant who desires to lease County owned Property. The Application is substantially similar to the form provided in Exhibit A attached hereto and incorporated herein by reference.
 - c) *Applicant.* The individual or agent who desires to lease County owned Property
 - d) *County.* Beaufort County, a political subdivision of the State of South Carolina
 - e) *Administrator.* The Administrator of Public Facilities or its designee
 - f) *Law Enforcement Officer.* An individual who has the authority to perform law enforcement duties at the request of and under the supervision of an official state, municipal, or county law enforcement agency in South Carolina.
 - g) *Lease Agreement.* Contract between the County and Tenant establishing the terms and conditions of the tenancy. The Lease Agreement for County owned properties is to be substantially similar to the agreement provided in Exhibit A attached hereto and incorporated herein by reference.
 - h) *Lease Rate.* The monthly or yearly lease rate as compensation for the County leasing the Property to the Tenant.
 - i) *Property.* Real property owned by the County and is available to be leased to a tenant.
 - j) *Nonprofit Tenant.* A nonprofit organization who holds a 501(c)(3) status at the time of application and execution of the Lease Agreement *or* an organization recognized as a quasi-County agency by Beaufort County.
 - k) *Policy.* Beaufort County’s “County-Owned Real Property Lease Policy”
- 2) **GENERAL.**
- a) The Administrator shall be responsible for overseeing the leasing of Property owned by Beaufort County in accordance with this Policy.
 - b) All Lease Agreements entered into shall adhere to the Beaufort County Purchasing Ordinance, Beaufort County procurement policy, and any applicable South Carolina State Codes. If at any time the terms of this Policy conflicts with any of the aforementioned authorities, the terms of the other authority shall supersede.
 - c) ***Lease Process Generally.*** The process of leasing Property must adhere to the following process:
 1. *Request for Lease Space.* All requests for leased real property shall be submitted to the Administrator by completing an Application.
 2. *Application Reviewed.* The Application is reviewed by the Administrator; multiple applications are reviewed pursuant to Section 4 of this Policy.
 3. *Negotiations and Staff Review.* The Administrator is responsible for negotiating the specific terms and conditions of the Lease Agreement with the Applicant, and a proposed Lease Agreement receives all of the appropriate County staff reviews and approvals .
 4. *County Council Approval.* Following the Administrator’s approval, the Administrator shall present the terms and conditions of the Lease Agreement to County Council for its final approval.

3) **LEASE RATES.** The initial Lease Rates will be determined at the time this Policy is made effective. Following the initial Lease Rates being established, the Lease Rates shall be re-established every five (5) years and be included in the County’s fiscal year budget.

- a) **Determining Lease Rates.** The Lease Rates shall be at fair market value as determined by a licensed appraiser.
- b) **Regional Lease Rates.** The County must obtain Lease Rates to be applied to those Properties located North of the Broad River and Properties located South of the Broad River. The breakdown of Lease Rates shall be determined as follows:

| North of the Broad River | South of the Broad River |
|--|--|
| <ul style="list-style-type: none"> • Residential Property per sq ft • Commercial Property: <i>Office Space per sq</i> <i>Warehouse Space per sq ft</i> | <ul style="list-style-type: none"> • Residential Property per sq ft • Commercial Property: <i>Office Space per sq</i> <i>Warehouse Space per sq ft</i> |

- c) **Deductions in Lease Rates.** The Lease Rate may be reduced if determined by the Administrator or Administrator that the Tenant is included in one of the following categories:

| Type of Tenant | Deduction |
|-------------------------|-------------------|
| Nonprofit Corporation | 50% of Lease Rate |
| Law Enforcement Officer | 25% of Lease Rate |

The deductions provided in this Section only apply to the Lease Rate, there is no deduction in any other cost associated with the Lease Agreement (i.e. utility or maintenance costs).

- d) **Administrative Determination.** The Administrator may in its discretion reduce the lease rate to a nominal amount if determined the use of the Property is a benefit to the community that would not otherwise be available with an increased lease rate. The reduced lease rate described in this Section must be presented to County Council and receive a majority vote approval.

4) **LEASE SPACE APPLICATION.**

- a) **Application Contents.** The Application shall include, but is not limited to, the following:
 - Name of organization requesting to lease County owned property, and name of the agent and its title, contact information, and tax information for applicant;
 - Identifying the County owned property that is being desired for leasing;
 - Explanation of the intended use of the Property;
 - Listing any special modifications that will need to be made to the Property; and
 - Desired term of the Lease.

The Application should be substantially similar to Exhibit A, but may be amended periodically and as deemed necessary either by the Administrator or Administrator.

- b) **Review of Application.** The Application is to be reviewed by the Administrator and is only to be deemed officially received by the County if the Application is completely filled out and all required information is provided. Specific terms and conditions of the Agreement should not be discussed with the Requestor until the Application has been provided to the County as described in this Section.

- c) ***Application Review Process.*** Upon receipt of all Applications for the Property, the Administrator should adhere to the terms of this Section and review all Applications when determining which Applicant to refer to County Council for final approval. In determining the best fit Applicant the Administrator should at minimum consider the following: term of the Agreement, the proposed use of the Lease Space, costs associated with any request for changes to Lease Space, and any other terms being requested by the Applicant.
- 5) **LEASE AGREEMENT.** The Lease Agreement shall be similar to the agreement provided in Exhibit B, attached hereto and incorporated herein by reference. The specific terms and conditions of each Lease Agreement will differ, but each Lease Agreement must include the terms and conditions described in this Section.
- a) ***Term and Renewal Clause.*** The Lease Agreement must have a specific date in which the Tenant's occupancy of the Property begins and a specific date it ends. The Lease Agreement must have a renewal clause that either 1) states the Lease Agreement shall not be renewed and if renewal is desired then said renewal must receive approval of County Council; or 2) state a specific renewal term which may be negotiated with the Tenant but must include a final termination of the Lease agreement.
- b) ***Lease Rate Clause.*** Lease Rates shall be determined as described in Section 3 of this Policy. The Lease Rate clause must include a three (3%) inflation rate to be applied at the time of any renewal of the Lease Agreement.
- c) ***Utility and Maintenance Clause.*** The Lease Agreement must state that the Tenant is solely responsible for all utility costs and routine maintenance during the term of its occupancy, but it is acknowledged that the definition of "utility" and "routine maintenance" may be determined on a case by case basis as determined appropriate by the Administrator.

COUNTY OWNED PROPERTY LEASE APPLICATION

Applicant Name:

Company Name *(if applicable)*:

County Property Address:

APPLICANT INFORMATION

Applicant Address:

Primary Phone No.

Secondary Phone No.:

Email:

Following to be complete only if currently leasing:

Current Address:

Current Landlord Name & Phone No.:

Following to be completed only if a Company is the Applicant:

Name of Owner/Principal:

DBA Name *(if applicable)*:

Check all applicable boxes:

LLC/Corporation/Partnership

Nonprofit Organization

Financially Supported by Beaufort County

Is the Company registered in South Carolina:

Yes

No

Does Company currently have a Beaufort County or municipal business license?

Yes

No

If yes and is municipal business license, please provide which municipality:

LEASE PROPERTY INFORMATION

Lease Start Date:

Lease End Date:

Description of Intended Use:

Requested Number of Parking Spaces:

Any Request for Changes to Property:

ADDITIONAL NOTES *(County Use Only)*

3.4 *Security Deposit.* The Landlord requires a Security Deposit equal to one (1) month's Rent which is equal to _____. Landlord has the right to use said Security Deposit for any and all unpaid utilities or any damages to the Premise. If the Security Deposit is used for any reasons stated herein, the Landlord must provide the remaining Security Deposit within ninety (90) days of the date in which Tenant vacates the Premise.

IV. UTILITIES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

5.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Agreement, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating _____ ("Permitted Use"). Any change in the use of the Premises may only be undertaken with the written consent of the Landlord. Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. Tenant shall not perform any additional work upon the Premises without prior written consent of the Landlord. The Premises shall be maintained in a clean and orderly manner. In the event of any damage of the Premises which is the direct result of Tenant, Tenant shall, immediately upon receiving demand from Landlord, correct the damage.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to _____ the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include

Landlord Initials _____ Tenant Initials _____

_____ (the “Tenant’s Initial Improvements”). Prior to performing Tenant’s Initial Improvements and promptly after the Lease is executed, Tenant shall send plans and specifications to Landlord for Landlord’s approval, which approval shall not be unreasonably withheld and Tenant shall not commence any of Tenant’s Initial Improvements until Landlord has approved the plans and specifications.

5.5.2 *Additional Improvements.* Other than Tenant’s Initial Improvements, Tenant shall not make or permit to be made any structural alterations, modifications, additions, decorations or improvements to the Premises, nor shall Tenant make or permit any other work whatsoever that would directly or indirectly involve the penetration or removal (whether permanent or temporary) of, or require access through, in, under, or above any floor, wall or ceiling, or surface or covering thereof in the Premises.

5.5.3 *Cost of Improvements.* Tenant’s Initial Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant’s sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

5.5.4 *Compliance.* All such Tenant’s Work shall be performed diligently and in a first class workmanlike manner and in accordance with plans and specifications approved by Landlord, and shall comply with all legal requirements. Any of Tenant’s Initial Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

5.6 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

VI. DESTRUCTION OR DAMAGE

6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.

6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Agreement. If Landlord elects not to repair or rebuild, the Lease shall terminate without further notice and all further obligations of both parties hereunder shall cease (other than those which shall theretofore have accrued), effective as of the date on which Tenant ceases doing business on the Premises.

Landlord Initials _____ Tenant Initials _____

- 6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.
- 6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's business in the Premises to the extent reasonably practicable from the standpoint of good business practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors, and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.
- 6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

VII. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease and Guaranty Agreement unless otherwise agreed by Landlord in writing.

VIII. TERMINATION. This Lease shall end on the Termination Date. This Lease may be terminated by Landlord prior to the Termination Date upon providing a thirty (30) day notice to Tenant and/or upon the occurrence of any default event as set forth in Section 8.

- 8.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

Landlord Initials _____ Tenant Initials _____

- 8.2 *Hold Over.* If, without objection by Landlord, Tenant holds possession of the Premises after expiration of the term of this Lease, Tenant shall become a Tenant from month to month upon the terms herein specified, but at a monthly rent amount equivalent to 150% of the gross rent being paid (starting sixty (60) calendar days after the expiration of the term of this Lease) at the end of the term of this Lease, and all fees, assessments, costs and other items must continue to be paid pursuant to all the provisions set forth herein. Such month to month rent and other amounts shall be payable in advance on or before the fifteenth (15th) calendar day of each month.

IX. DEFAULT

- 9.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within ten (10) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

- 9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall, within twenty (20) days of receipt of such written notice cure such event of default. Where the Tenant fails to cure such event of default within twenty (20) days of receipt of the above-referenced written notice, Landlord shall have the option to do and perform any one or more of the following in addition to, and not in limitation of, any other remedy or right permitted by law or in equity or by this Lease. In electing to do any one or more of the following courses of conduct, the Landlord must reasonably undertake its best efforts to properly mitigate any damages caused or sustained by Landlord due to the occurrence of an event of default by the Tenant. The options and courses of conduct which may be undertaken by the Landlord in an event of default by the Tenant are as follows:

- (a) Landlord, with or without terminating this Lease, may immediately or at any time thereafter re-enter the Premises and correct or repair any condition which shall constitute a failure on Tenant's part to keep, observe, perform, satisfy, or abide by any term, condition, covenant, agreement or obligation of this Lease or of the rules and regulations adopted by the Landlord or of any notice given Tenant by Landlord pursuant to the terms of this Lease, and Tenant shall fully reimburse and compensate Landlord on demand for all reasonable expenses.
- (b) Landlord, with or without terminating this Lease may immediately or at any time thereafter demand in writing that Tenant immediately vacate the Premises whereupon Tenant shall

Landlord Initials _____ Tenant Initials _____

immediately vacate the Premises and, immediately remove therefrom all personal property belonging to Tenant, whereupon Landlord shall have the right to immediately re-enter and take possession of the Premises. Any such demand, re-entry and taking of possession of the Premises by Landlord shall not of itself constitute an acceptance by Landlord of a surrender of this Lease or of the Premises by Tenant and shall not of itself constitute a termination of this Lease by Landlord. In the event the Landlord re-enters and takes possession of the Premises as provided above and the Tenant has failed upon request by Landlord to immediately remove from the Premises all property belonging to or placed upon the Premises by the Tenant, the Landlord shall have the right to have such property of the Tenant removed from the Premises and reasonably be placed within a secure storage facility for a period of time not to exceed thirty (30) days, and all costs of handling, moving and storing such property of the Tenant shall be paid by the Tenant. Notwithstanding any of the foregoing, Landlord shall be required to comply with applicable South Carolina law regarding reentry and possession of the Premises.

- (c) Landlord may immediately or at any time thereafter terminate this Lease, and this Lease shall be deemed to have been terminated upon receipt by Tenant of written notice of such termination; upon such termination Landlord shall recover from Tenant all damages Landlord may suffer by reason of such termination including, without limitation, all arrearages in rentals, costs, charges, additional rentals, and reimbursements, the cost (including court costs and attorneys' fees) of recovering possession of the Premises, and, in addition thereto, Landlord at its election shall have and recover from Tenant either: (1) an amount equal to the excess, if any, of the total amount of all rents and other charges to be paid by Tenant for the remainder of the term of this Lease over the then reasonable rental value of the Premises for the remainder of the Term of this Lease, or (2) the rents and other charges which Landlord would be entitled to receive from Tenant if the Lease were not terminated. Such election shall be made by Landlord by serving written notice upon Tenant of its choice of the alternatives within thirty (30) days of the notice of termination. Notwithstanding anything hereunder to the contrary, Landlord must use its reasonable best efforts to re-let the Premises and abate Landlord's damages.

- 9.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.
- 9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and all remedies provided for in this Lease are in addition to any other rights provided for or allowed by law or in equity.
- 9.5 *Insolvency or Bankruptcy.* The appointment of a receiver to take possession of all or substantially all of the assets of Tenant, or an assignment by Tenant for the benefit of creditors, or any action taken or suffered by Tenant, or any action against Tenant, under any insolvency, bankruptcy, or reorganization, shall at Landlord's option constitute an event of default under this Lease. Upon the happening of any such event of default or at any time thereafter, this Lease shall terminate five (5) days after written notice of termination from Landlord to Tenant. In no event shall this Lease be assigned or assignable by operation of law or by voluntary or involuntary bankruptcy proceedings

Landlord Initials _____ Tenant Initials _____

or otherwise and in no event shall this Lease or any rights or privileges hereunder be an asset of Tenant under any bankruptcy, insolvency, or reorganization proceedings.

9.6 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

X. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

XI. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant's use of the Premises.

XII. INSURANCE LIABILITY AND INDEMNIFICATION

12.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain a Renter's Insurance Policy, in an amount of no less than \$1,000,000 in commercial general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies, and shall provide Landlord with a copy of all policies.

12.1.1 Tenant shall provide proof that payment for the insurance policy has been made initially and thereafter and that the policy has been renewed at least fifteen (15) calendar days prior to the anniversary of the initial year of this lease. Landlord may contact Tenant's insurer(s) or insurer(s)' agent(s) directly at any time regarding Tenant's coverage, coverage amounts, or other such relevant and reasonable issues related to this Lease.

12.2 *Indemnity.* Tenant hereby agrees to indemnify and hold harmless Landlord against and from any and all claims for property damage, or for personal injury, arising out of or in any way arising out of Tenant's use of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

12.3 *Liens.* If any mechanic's or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant's expense by full payment thereof by filing a bond required by law. Tenant's failure to do so shall constitute a material default hereunder.

XIII. MISCELLANEOUS PROVISIONS

13.1 *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted

Landlord Initials _____ Tenant Initials _____

(1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

AS TO LANDLORD: Beaufort County
Attn: Beaufort County Administration
Post Office Box 1228
Beaufort, SC 29901

Copy To: Beaufort County
Attn: Beaufort County Public Facility Director
Post Office Box 1228
Beaufort, SC 29901

AS TO TENANT: _____

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.

Landlord Initials _____ Tenant Initials _____

- 13.9 *Authority.* Each individual and entity executing this Agreement hereby represents and warrants that he, she or it has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

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

LANDLORD:

Witness

Beaufort County Administrator

Witness

TENANT:

Witness

By: _____
Its: _____

Witness

Landlord Initials _____ Tenant Initials _____

ORDINANCE 2022/

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

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

ADOPTED, this ____ day of ____2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Joseph Passiment, Chairman

ATTEST:

Sarah Brock, Clerk to Council

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

EXHIBIT A

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

| |
|---|
| ITEM TITLE: |
| Creation of the Cultural Protection Overlay District Committee |
| MEETING NAME AND DATE: |
| Natural Resources Committee – November 7, 2022 |
| PRESENTER INFORMATION: |
| <i>Robert Merchant, AICP, Acting Director, Planning and Zoning</i> <i>10 minutes needed for presentation.</i> |
| ITEM BACKGROUND: |
| <i>In November of last year, Beaufort County Council adopted an updated version of the County’s Comprehensive Plan. The Comprehensive Plan lays the path for Beaufort County over the next decade to balance managing growth and maintaining our natural resources and cultural heritage. Protecting the Gullah/Geechee community and rural way of life on St. Helena, Polowana Island, and Warsaw Island is a high priority in the Comprehensive Plan. As a result, one of the recommended actions of the plan to further protect the islands is to assess and strengthen the Cultural Protection Overlay.</i> |
| PROJECT / ITEM NARRATIVE: |
| <i>We are proposing to form a community-led Cultural Protection Overlay committee that will be made up of community members representative of St. Helena Island. The Cultural Protection Overlay Committee will be tasked with reviewing the current Cultural Protection Overlay standards as outlined in the County’s Community Development Code, which sets development standards for the County. As a part of the review, the committee will determine what needs to be added to the Cultural Protection Overlay to reinforce its purpose and improve the protection it provides St. Helena and the surrounding islands.</i> |
| FISCAL IMPACT: |
| <i>None</i> |
| STAFF RECOMMENDATIONS TO COUNCIL: |
| <i>Staff recommends approval.</i> |
| OPTIONS FOR COUNCIL MOTION: |
| <i>To approve or deny the creation of a Cultural Protection Overlay District Committee</i> |



COUNTY COUNCIL OF BEAUFORT COUNTY

Multi Government Center, 100 Ribaut Road, Room 115

P.O. Drawer 1228, Beaufort, SC 29901-1228

Phone: (843) 255-2140 // FAX: (843) 255-9432

Item 2.

TO: Alice Howard, Chair, Natural Resources Committee of County Council

FROM: York Glover, Councilman, District 3
Paul Sommerville, Councilman, District 2

DATE: November 7, 2022

SUBJECT: Creation of the Cultural Protection Overlay District Committee

The Cultural Protection Overlay is a zoning standard that protects the natural beauty and cultural heritage of all of St. Helena Island, Polowana Island, and Warsaw Island. The Cultural Protection Overlay was created by a committee of involved leaders and community members on St. Helena Island in the late 1990s. The overlay has helped maintain the way of life on St. Helena, preventing it from becoming rapidly and inappropriately developed as has been experienced on other neighboring and nearby sea and barrier islands.

In November of last year, Beaufort County Council adopted an updated version of the County's Comprehensive Plan. The Comprehensive Plan lays the path for Beaufort County over the next decade to balance managing growth and maintaining our natural resources and cultural heritage. Protecting the Gullah/Geechee community and rural way of life on St. Helena, Polowana Island, and Warsaw Island is a high priority in the Comprehensive Plan. As a result, one of the recommended actions of the plan to further protect the islands is to assess and strengthen the Cultural Protection Overlay.

To do this, we are forming a community-led Cultural Protection Overlay committee that will be made up of community members representative of St. Helena Island. The Cultural Protection Overlay Committee will be tasked with reviewing the current Cultural Protection Overlay standards as outlined in the County's Community Development Code, which sets development standards for the County. As a part of the review, the committee will determine what needs to be added to the Cultural Protection Overlay to reinforce its purpose and improve the protection it provides St. Helena and the surrounding islands. We recommend that the following members serve on the Committee:

- 1) Queen Quet
- 2) Jeffrey Gardner
- 3) Daryl Orage
- 4) Bernice Wright
- 5) Philander McDomick
- 6) Ethel Sumpter
- 7) Elaine Scott
- 8) Mac Sanders
- 9) Bob Semmler