



## County Council Meeting Beaufort County, SC

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

Monday, January 08, 2024  
5:00 PM

### AGENDA

#### COUNCIL MEMBERS:

JOSEPH F. PASSIMENT, CHAIRMAN  
DAVID P. BARTHOLOMEW  
LOGAN CUNNINGHAM  
YORK GLOVER  
MARK LAWSON  
ANNA MARIA TABERNIK

LAWRENCE MCELYNN, VICE CHAIR  
PAULA BROWN  
GERALD DAWSON  
ALICE HOWARD  
THOMAS REITZ

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE AND INVOCATION - Chairman Joseph Passiment
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - December 11, 2023
6. ADMINISTRATOR'S REPORT

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#### CITIZEN COMMENTS

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[7.](#) CITIZEN COMMENT PERIOD - 15 MINUTES TOTAL

*Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to AGENDA ITEMS ONLY and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.*

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#### COMMITTEE REPORTS

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8. LIASION AND COMMITTEE REPORTS
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## PUBLIC HEARINGS AND ACTION ITEMS

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- [9.](#) FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND TO PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS R600-036-000-0013-0000 AND ALSO KNOWN AS 76 MAY RIVER ROAD (**FISCAL IMPACT: *Southern Beaufort County Library Impact Fees; Balance - \$4.2M***)
- [10.](#) PUBLIC HEARING AND FIRST READING OF AN ORDINANCE FOR A ZONING MAP AMENDMENT/REZONING REQUEST FOR 57 ACRES (R200 004 000 0301 0000, R200 004 000 0302 0000, R200 004 000 0300 0000, R200 004 000 0063 0000) LOCATED AT 1, 2, 3, 4 BENNETT POINT DRIVE FROM PLANNED UNIT DEVELOPMENT (PUD) TO T2 RURAL (T2R) - *Robert Merchant, AICP, Director, Beaufort County Planning and Zoning*
- [11.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE DECLARING CERTAIN REAL PROPERTY LOCATED AT 2 MULLET STREET AS SURPLUS PROPERTY, AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE SALE OF THE REAL PROPERTY, AND ALLOCATING PROCEEDS FROM THE SALE OF REAL PROPERTY (**FISCAL IMPACT: *Proceeds from sale of real property to be used for expansion and improvement projects to the Alljoy Boat landing and surround area, any remaining funds to be allocated to the Capital Improvement Fund for other capital improvement projects in Beaufort County***)
- Vote at First Reading on December 11, 2023- 11:0*
- [12.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH CINDY HOLLMAN (**FISCAL IMPACT: *Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$69.30 (42 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$831.60. These lease rates are in accordance with current Beaufort County lease policies***)
- Vote at First Reading on December 11, 2023- 11:0*
- [13.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH MATT ARCHER (**FISCAL IMPACT: *Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$69.30 (42 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$831.60. These lease rates are in accordance with current Beaufort County lease policies***)
- Vote at First Reading on December 11, 2023- 11:0*
- [14.](#) PUBLIC HEARING AND SECOND READING OF AN ORDINANCE CONVEYING AN EASEMENT LOCATED ON A PORTION OF REAL PROPERTY AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND
- Vote at First Reading on December 11, 2023- 11:0*
- [15.](#) PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH TIM VERROI(**FISCAL IMPACT: *Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$145.20 (88 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$1742.40. These lease rates are in accordance with current Beaufort County lease policies***)
- Vote at First Reading on November 13, 2023- 11:0*
- Vote at Second Reading on December 11, 2023- 11:0*

16. PUBLIC HEARING AND THIRD READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH BEAUFORT FLIGHT TRAINING (**FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$437.25 (265 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$5247.00. These lease rates are in accordance with current Beaufort County lease policies)**)

Vote at First Reading on November 13, 2023- 11:0

Vote at Second Reading on December 11, 2023- 11:0

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### CITIZEN COMMENTS

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

*Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.*

**18. ADJOURNMENT**

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

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



## County Council Meeting Beaufort County, SC

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

Monday, December 11, 2023  
5:00 PM

### MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/288901>

#### 1. CALL TO ORDER

Chairman Passiment called the meeting to order at 5:00 p.m.

##### PRESENT

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

#### 2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Passiment led the Pledge of Allegiance. Council Member Howard invited Pastor Bryson Williams of Carteret Street United Methodist Church to deliver the Invocation.

#### 3. FOIA

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

#### 4. APPROVAL OF AGENDA

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Tabernik, to remove item 5 from the consent agenda and become item 15(A).

**The Vote** – The motion was approved without objection.



**Motion:** It was moved by Council Member Cunningham, seconded by Vice-Chairman McElynn, to approve the agenda as amended.

**The Vote** – The motion was approved without objection.

**5. APPROVAL OF MINUTES**

**Motion:** It was moved by Council Member Howard, seconded by Council Member Brown, to approve the minutes of October 9, 2023, October 23, 2023, and November 13, 2023.

**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 full report.

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=226>

Interim County Administrator Robinson discussed progress made on the budget calendar and budget production and the tree lighting event held by Beaufort County Government's Emerging Leaders group. Mr. Robinson commented that he issued an emergency procurement on December 2, 2023, to perform maintenance work at the C.C. Haigh, Jr. Boat Landing to ensure a safe ferry embarkment point to Daufuskie Island.

Interim County Administrator Robinson highlighted three employees: Dorothy McMahon, Division Chief for Guardianships and Conservatorships with the Probate Court; Carmen Bultron-Griffith, Library Assistant with the St. Helena Branch Public Library; Barbara Mathis, an Operations Manager for the Alcohol and Drug Abuse Department. Mr. Robinson also introduced the new Director of Broadcast Services, Vincent Virga.

**7. PRESENTATION OF A PROCLAMATION RECOGNIZING OYSTER RECYCLING DAY**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=996>

Council Member Howard presented a proclamation recognizing Oyster Recycling Day to Grant McClure, representing the Coastal Conservation League.

**8. PRESENTATION OF A PROCLAMATION RECOGNIZING PAT HARVEY-PALMER**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=1196>

Council Member Howard presented a proclamation recognizing Pat Harvey-Palmer.

**9. PRESENTATION OF A PROCLAMATION RECOGNIZING BOARDS AND COMMISSIONS LIAISON CHRIS DIJULIO-COOK**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=1484>

Chairman Passiment presented a proclamation recognizing Beaufort County's Boards and Commissions Liaison, Chris Dijulio Cook.

**10. PRESENTATION OF A PROCLAMATION RECOGNIZING THE EMERGING LEADERS PROGRAM**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=1663>

Vice-Chairman McElynn presented a proclamation recognizing the Emerging Leaders Program.

**11. PRESENTATION OF A PROCLAMATION RECOGNIZING TAMEKIA GREEN-JUDGE**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=1824>

Chairman Passiment presented a proclamation recognizing Tamekia Green-Judge, Director of the Records Management Department.

**12. PRESENTATION OF A PROCLAMATION RECOGNIZING THE BEAUFORT COUNTY CORONER'S OFFICE FOR RECEIVING THEIR CERTIFICATE OF ACCREDITATION**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=2003>

Vice-Chairman McElynn presented a proclamation recognizing the Beaufort County Coroner's Office for receiving their Certificate of Accreditation.

**13. CITIZEN COMMENT PERIOD**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=2565>

1. Skip Hoagland

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member, to recess.

**The Vote** – The motion was approved without objection.

**14. LIASION AND COMMITTEE REPORTS**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=3057>

Council Member Tabernik commented on the November 15 meeting of the Beaufort County Transportation Committee, including the update on SCDOT projects, dirt road resurfacing and rejuvenator project, and SC Highway 170 and US Highway 278 improvements. Council Member Tabernik also commented on how the Beaufort County School Board hired a consultant to redo their logo and motto. Council Member Tabernik added that she attended the December 5 Community Transportation Planning Meeting in Bluffton on planning for SC 46 and the New Riverside area.

**15. APPROVAL OF CONSENT AGENDA**

**Motion:** It was moved by Council Member Cunningham, seconded by Vice-Chairman McElynn, to approve the consent agenda.

**The Vote** – The motion was approved without objection.

**15a. APPROVAL TO AUTHORIZE THE INTERIM ADMINISTRATOR TO NEGOTIATE AND ENTER INTO A CONTRACT WITH LOWCOUNTRY FERRY, LLC FOR THE PROVISION OF FERRY SERVICES TO AND FROM DAUFUSKIE ISLAND (FISCAL IMPACT: \$250,000 in this budget ear from General Fund Fund Balance. \$365,000 annually beginning in the new budget year)**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=3157>

**Main Motion:** It was moved by Council Member Lawson, seconded by Council Member Brown, to authorize the Interim County Administrator to negotiate and enter into a contract with Lowcountry Ferry, LLC for the provision of ferry services to and from Daufuskie Island.

**Motion:** It was moved by Council Member Howard, seconded by Council Member Lawson, to enter into an executive session pursuant to South Carolina Code Section 30-4-70 (A)(2) to discuss negotiations incident to proposed contractual recommendations.

**The Vote** – The motion to enter into an executive session was approved without objection.

Chairman Passiment opened the floor for public comment on this item.

1. Brian Cobb

**Discussion:** Council Member Lawson commented that Council is not obligated to provide a ferry service, and that one is provided in the best interest of the residents on Daufuskie Island.

Council Member Glover commented that the quality of services is not being compromised.

**The Vote** – The main motion was approved without objection.

**16. TIME-SENSITIVE ITEM ORIGINATING FROM THE 12.11.23 PUBLIC FACILITIES AND SAFETY MEETING - APPROVAL OF A RESOLUTION TO ADOPT THE RECOMMENDATIONS OF THE SALES TAX ADVISORY COMMITTEE (STAC) REGARDING CONSIDERATION OF A 2024 SALES TAX REFERENDUM**

**Motion:** It was moved by Council Member Howard, seconded by Council Member Cunningham, to approve a resolution to adopt the recommendations of the Sales Tax Advisory Committee (STAC) regarding consideration of a 2024 Sales Tax Referendum.

**The Vote** – The motion was approved without objection.

**17. FIRST READING OF AN ORDINANCE APPROPRIATING FUNDS FROM THE STATE 2% ACCOMMODATIONS TAX FUND AND OTHER MATTERS RELATED THERETO (FISCAL IMPACT: *The award will be from the State ATAX Fund 2000, Budget Line Item 2000-10-0000-55000, direct subsidies, in the current fiscal year*)**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=3806>

**Motion:** It was moved by Council Member Cunningham, seconded by Vice-Chairman McElynn, to approve the first reading of an ordinance appropriating funds from the State 2% Accommodations Tax Fund and other matters related thereto.

**Discussion:** Council Member Tabernik commented that the Accommodations Tax Board has five members, but only two or three were making the recommendation. Council Member Tabernik also asked whether Council had a preference on setting aside 15% of the State A-Tax allocation for affordable housing.

County Attorney Keaveny noted that the County would have to conduct a study and amend the comprehensive plan to use State A-Tax funds for affordable housing.

Council Member Tabernik also raised concerns about providing funds to organizations that are already receiving money from other entities.

**Motion to Amend:** It was moved by Council Member Tabernik, seconded by Council Member Bartholomew, to amend the appropriation of funds to include a set aside of 15% from the State 2% Accommodations Tax Fund to use for affordable housing and to send the list back to the State A-Tax Committee to carve out \$150,000.

**Discussion:** Council Member Lawson proposed passing the appropriation recommendation for the Accommodations Tax Board as is and then making a motion to set aside 15% of the State A-Tax funds for the following year.

Council Member Cunningham voiced his support for adding language about future dedications of 15% of the State A-Tax funds for affordable housing.

Chairman Passiment called on each member of Council to share their perspective on the amendment.

County Attorney Keaveny confirmed that an ordinance would be needed to dedicate money from the State A-Tax for affordable housing.

Chairman Passiment commented that it seems to be the will of the Council to set aside money for affordable housing but voiced concerns about delaying the funding appropriation for an extended period.

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

**The Vote** – Voting Yea: Chairman Passiment, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Howard, and Council Member Tabernik. Voting Nay: Vice-

Chairman McElynn, Council Member Cunningham, Council Member Glover, Council Member Lawson, and Council Member Reitz. The motion, as amended, passed by 6:5.

- 18. FIRST READING OF AN ORDINANCE DECLARING CERTAIN REAL PROPERTY LOCATED AT 2 MULLET STREET AS SURPLUS PROPERTY, AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE SALE OF THE REAL PROPERTY, AND ALLOCATING PROCEEDS FROM THE SALE OF REAL PROPERTY (FISCAL IMPACT: Proceeds from sale of real property to be used for expansion and improvement projects to the Alljoy Boat landing and surround area, any remaining funds to be allocated to the Capital Improvement Fund for other capital improvement projects in Beaufort County)**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=4650>

**Motion:** It was moved by Council Member Lawson, seconded by Council Member Brown, to approve the first reading of an ordinance declaring certain real property located at 2 Mullet Street as surplus property, authorizing the Interim County Administrator to execute any documents necessary for the sale of the real property, and allocating proceeds from the sale of real property.

**Discussion:** Council Member Lawson provided background on the County's purchase of the property, the decision to sell the house located on the property, and the plan to use the sale proceeds to enhance the boat landing and parking area. Council Member Lawson added that the neighborhood wants the house to remain residential.

**The Vote** – The motion was approved without objection.

- 19. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH CINDY HOLLMAN (FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$69.30 (42 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$831.60. These lease rates are in accordance with current Beaufort County lease policies)**

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Bartholomew, to approve the first reading of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 39 Airport Circle with Cindy Hollman.

**The Vote** – The motion was approved without objection.

- 20. FIRST READING OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT FOR REAL PROPERTY LOCATED AT 39 AIRPORT CIRCLE WITH MATT ARCHER (FISCAL IMPACT: Beaufort Executive Airport will receive monthly income generated through lease revenue – Tenant shall pay \$69.30 (42 sq ft x \$19.80/12) in monthly base lease payments for premises located at the Beaufort Executive Airport terminal. Annual Expected Revenue increase: \$831.60. These lease rates are in accordance with current Beaufort County lease policies)**

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Tabernik, to approve the first reading of an ordinance authorizing the Interim County Administrator to enter into a lease agreement for real property located at 39 Airport Circle with Matt Archer.

**The Vote** – The motion was approved without objection.

- 21. FIRST READING OF AN ORDINANCE CONVEYING AN EASEMENT LOCATED ON A PORTION OF REAL PROPERTY AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND**

**Motion:** It was moved by Vice-Chairman McElynn, seconded by Council Member Brown, to approve the first reading of an ordinance conveying an easement located on a portion of real property at 55 Gardner Drive to the Town of Hilton Head Island.

**The Vote** – The motion was approved without objection.

**22. APPROVAL OF A RESOLUTION TO ADOPT THE PASSIVE PARKS DEPARTMENT PRIVATE BUSINESS USE POLICY, APPLICATION, AND FEE SCHEDULE**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=4882>

**Motion:** It was moved by Council Member Dawson, seconded by Council Member Howard, to approve a resolution to adopt the Passive Parks Department Private Business Use Policy, Application, and Fee Schedule.

Chairman Passiment opened the floor for public comment.

1. Jill Moore
2. Jenn Clementoni
3. Christine Richard
4. Tamala Conner

**Discussion:** Chairman Passiment called on each member of Council to share their perspective on the proposed business use policy, application, and fee schedule.

Council Member Lawson asked staff to modify the policy to be more inclusive.

Council Member Glover commented that the pricing of the fee schedule may have to be reconsidered.

Council Member Cunningham commented that an application process already exists for large events and that he is not supportive of more limitations on passive park usage.

Council Member Bartholomew commented that the policy may be difficult to enforce and create issues for small businesses.

ACA Atkinson confirmed for Council that non-profit organizations are exempt from the \$100 fee and that an organization would need to provide documentation to prove its non-profit status.

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Brown, to send this item back to the Community Services and Land Use Committee to revisit the structure of the Passive Parks Department Private Business Use Policy, Application, and Fee Schedule.

**The Vote** – The motion was approved without objection.

**23. APPROVAL OF A RESOLUTION REALLOCATING SIX-HUNDRED THOUSAND DOLLARS OF AMERICAN RESCUE PLAN ACT REVENUE FROM INFRASTRUCTURE PROJECTS TO WORKFORCE HOUSING PROJECTS (FISCAL IMPACT: Reallocation of \$600,000 of ARPA funds from infrastructure to workforce housing. Account No: 2330-10-0000-55000, with an account balance of \$8,191,000)**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=6034>

**Motion:** It was moved by Vice-Chairman McElynn, seconded by Council Member Howard, to approve a resolution reallocating six hundred thousand dollars of American Rescue Plan Act revenue from infrastructure projects to workforce housing projects.

Chairman Passiment opened the floor for public comment.

1. David Wetmore
2. Dick Stewart

**Discussion:** Vice-Chairman McElynn commented that the Beaufort Jasper Housing Trust agreed to help manage and oversee workforce housing projects.

**Motion to Amend:** It was moved by Council Member Howard, seconded by Council Member Glover, to amend the resolution to remove “Coastal Community Development Corporation (CCDC)” to say “workforce housing projects in unincorporated Beaufort County”.

**Discussion:** Vice-Chairman McElynn commented that the CCDC would receive the ARPA funds to develop workforce housing, and he does not understand the benefit of removing the reference to the CCDC.

Council Member Howard commented that the money would be set aside, and other organizations could apply for the funds.

Chairman Passiment called on each member of Council to share their views on the amendment proposal.

Council Member Tabernik pointed out that the resolution does not reference the Beaufort Jasper Housing Trust.

Council Member Cunningham and Interim County Administrator Robinson discussed the available ARPA funds.

Vice-Chairman McElynn commented that the Beaufort Jasper Housing Trust would develop a memorandum of agreement with the CCDC to outline expectations and specifications for using the funds.

Council Member Howard suggested rescinding her motion to amend in favor of adding a reference to the Beaufort Jasper Housing Trust in the resolution.

Chairman Passiment commented that the resolution does not reference the required governing authority, the Beaufort Jasper Housing Trust, so the resolution should be altered.

Council Members Howard and Glover rescinded their amendment motion.

**Motion to Amend:** It was moved by Council Member Cunningham, seconded by Council Member Howard, to add a whereas to allow the Beaufort Jasper Housing Trust to be the administrator of this program with the Coastal Community Development Corporation (CCDC).

**Discussion:** Council Member Bartholomew asked why this item is a resolution, not an ordinance. County Attorney Keaveny replied that Council already appropriated the \$37 million by ordinance so the funds are reallocated through a resolution.

Council Member Cunningham asked for clarification about what happens to the \$600,000 if the Beaufort Jasper Housing Trust and CCDC cannot agree on the terms of a memorandum of agreement. Interim County Attorney Robinson replied that the funds would not be provided until a memorandum of agreement is established.

**The Vote** – Voting Yea: Chairman Passiment, Vice-Chairman McElynn, Council Member Bartholomew, Council Member Brown, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Howard, Council Member Lawson, Council Member Reitz, and Council Member Tabernik. The motion to amend passed 11:0.

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

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Bartholomew, to extend the meeting past eight o’clock.

**The Vote** – The motion was approved without objection.

## 24. APPROVAL OF A RESOLUTION ADOPTING THE BEAUFORT COUNTY EMPLOYEE HANDBOOK

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Brown, to approve a resolution adopting the Beaufort County Employee Handbook.

**The Vote** – The motion was approved without objection.

**25. APPROVAL OF A RESOLUTION FOR COMMISSIONED PUBLIC WORKS CODE ENFORCEMENT OFFICERS**

**Motion:** It was moved by Council Member Tabernik, seconded by Vice-Chairman McElynn, to approve a resolution for commissioned public works code enforcement officers.

**The Vote** – The motion was approved without objection.

**26. APPROVAL OF A RESOLUTION FOR AN INTERGOVERNMENTAL AGREEMENT WITH BEAUFORT-JASPER WATER SEWER AUTHORITY AND THE TOWN OF BLUFFTON TO JOINTLY FUND THE INSTALLATION OF SEWER FACILITIES IN THE STONEY CREEK AREA FOR THE PURPOSE OF PREVENTING FURTHER CONTAMINATION OF THE MAY RIVER HEADWATERS (FISCAL IMPACT: \$1,250,000.00)**

**Motion:** It was moved by Council Member Lawson, seconded by Council Member Howard, to approve a resolution for an Intergovernmental Agreement with Beaufort-Jasper Water Sewer Authority and the Town of Bluffton to jointly fund the installation of sewer facilities in the Stoney Creek Area for the purpose of preventing further contamination of the May River Headwaters.

**Discussion:** Council Member Tabernik noted that the project would be completed in May 2026 and appreciated the timeline details in the agenda packet.

**The Vote** – The motion was approved without objection.

**27. APPROVAL OF A RESOLUTION REPEALING AND REPLACING COUNCIL'S RULES AND PROCEDURES**

**Motion:** It was moved by Council Member Cunningham, seconded by Council Member Bartholomew, to approve a resolution repealing and replacing the Council's rules and procedures.

**The Vote** – The motion was approved without objection.

**28. APPROVAL OF THE 2024 COMMITTEE AND COUNTY COUNCIL MEETING SCHEDULE**

**Motion:** It was moved by Vice-Chairman McElynn, seconded by Council Member Brown, to approve the 2024 Committee and County Council meeting schedule.

**The Vote** – The motion was approved without objection.

**29. APPROVAL OF AN RFQ TO SOLICIT RESUMES AND QUALIFICATIONS FROM EXECUTIVE SEARCH FIRMS TO ASSIST IN THE RECRUITMENT AND SELECTION OF A COUNTY ADMINISTRATOR (FISCAL IMPACT: the projected fiscal impact will be determined during the firm selection process)**

**Motion:** It was moved by Vice-Chairman McElynn, seconded by Council Member Cunningham, to approve an RFQ to solicit resumes and qualifications from executive search firms to assist in the recruitment and selection of a County Administrator.

**The Vote** – The motion was approved without objection.

**30. CITIZEN COMMENT PERIOD**

<https://beaufortcountysc.new.swagit.com/videos/288901?ts=8440>

1. Skip Hoagland
2. Tade Oyeilumi
3. Robert New

**31. EXECUTIVE SESSION**

**PURSUANT TO S. C. CODE SECTION 30-4-70(A)(2) TO RECEIVE LEGAL ADVICE WHERE THE ADVICE RELATES TO PENDING LITIGATION (BEAUFORT COUNTY V BROAD CREEK DEVELOPMENT, LLC)**

**PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) DISCUSSION OF MATTERS COVERED BY THE ATTORNEY-CLIENT PRIVILEGE (INQUIRES AND INVESTIGATIONS PURSUANT TO S.C. CODE SECTION 4-9-660)**

**Motion:** It was moved by Council Member Tabernik, seconded by Council Member Cunningham, to enter into an executive session.

**The Vote** – The motion was approved without objection.

**32. MATTERS ARISING OUT OF EXECUTIVE SESSION**

No matters arose out of the executive session.

**33. ADJOURNMENT**

Adjourned: at or around 8:40 p.m.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph F. Passiment, Jr., Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council  
Ratified:



COUNTY COUNCIL  
**CITIZENS COMMENTS 2<sup>nd</sup> PORTION**  
 Any Topic  
 DATE: 1/8/24  
 PRINT FULL NAME: Ian Leslie  
 TOPIC: Gun violence *IL*

COUNTY COUNCIL  
**CITIZENS COMMENTS 2<sup>nd</sup> PORTION**  
 Any Topic  
 DATE: 1/8/24  
 PRINT FULL NAME: Felice LAPARCA *FL*  
 TOPIC: various

COUNTY COUNCIL  
**CITIZENS COMMENTS 2<sup>nd</sup> PORTION**  
 Any Topic  
 DATE: 8 JAN 2024  
 PRINT FULL NAME: ROBERT SEMMLER  
 TOPIC: PASSIVE PARKS



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
APPROVAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND TO PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS R600-036-000-0013-0000 AND ALSO KNOWN AS 76 MAY RIVER ROAD ( <b>FUNDING: SOUTHERN BEAUFORT COUNTY LIBRARY IMPACT FEES; BALANCE - \$4.2M</b> )
<b>MEETING NAME AND DATE:</b>
COUNTY COUNCIL; JANUARY 8 <sup>TH</sup> , 2023 @ 5PM
<b>PRESENTER INFORMATION:</b>
CHUCK ATKINSON, ACA DEVELOPMENT AND RECREATION 10 MINUTES
<b>ITEM BACKGROUND:</b>
BEAUFORT COUNTY LIBRARY BOARD VOTED TO RECOMMEND APPROVAL OF THE PURCHASE AT IT'S NOVEMBER 2023 MEETING. <i>THE COMMUNITY SERVICES AND LAND USE COMMITTEE VOTED TO RECOMMEND APPROVAL OF THE PURCHASE AT IT'S DECEMBER 11, 2023 MEETING.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
THE BEAUFORT COUNTY LIBRARY SYSTEM HAS FOR MANY YEARS INCLUDED THE CONSTRUCTION OF A PRICHARDVILLE AREA LIBRARY IN ITS MASTER PLAN AND HAS COLLECTED IMPACT FEE'S FOR THE PURPOSE OF ACCOMPLISHING THIS GOAL. THE PROPERTY LOCATED AT 76 MAY RIVER ROAD IS A 9.83 ACRE PROPERTY WITH FRONTAGE ALONG MAY RIVER ROAD. COMPLETED DUE DILIGENCE DOCUMENTATION INCLUDES A TREE AND TOPO SURVEY, BOUNDARY SURVEY, CURRENT APPRAISAL, WETLANDS DELINIATION LETTER, AND A CLEAN PHASE 1 ENVIRONMENTAL ASSESSMENT. THE FEE SIMPLE PURCHASE OF THIS PROPERTY WILL MEET THE SIZE AND GEOGRAPHIC NEEDS OF THE COUNTY'S LIBRARY SYSTEM. THE PURCHASE PRICE IS \$2,000,000 PLUS CLOSING COSTS AND WILL BE FUNDED WITH BEAUFORT COUNTY LIBRARY IMPACT FEES.
<b>FISCAL IMPACT:</b>
THE PURCHASE PRICE IS \$2,000,000 PLUS CLOSING COSTS AND WILL BE FUNDED WITH BEAUFORT COUNTY LIBRARY IMPACT FEES.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
STAFF RECOMMENDS APPROVAL OF THE ORDINANCE AUTHORIZING THE PURCHASE OF 76 MAY RIVER ROAD FOR THE PURPOSE OF CONSTRUCTING A NEW 16,000 +/- SQUARE FOOT LIBRARY.
<b>OPTIONS FOR COUNCIL MOTION:</b>
RECOMMEND APPROVAL / DENIAL OF AN ORDINANCE AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND TO PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS R600-036-000-0013-0000 AND ALSO KNOWN AS 76 MAY RIVER ROAD.

**ORDINANCE 2024/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS, TO PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS TMS R600-036-000-0013-0000 AND ALSO KNOWN AS 76 MAY RIVER ROAD.**

**WHEREAS**, Seller wishes to sell and Purchaser wishes to purchase fee simple interest on property currently identified as R600-036-000-0013-0000 consisting of +/- 9.83 acres and also known as 76 May River Road (“Property”); and

**WHEREAS**, the fee simple purchase of the Property has been demonstrated to meet the size and geographic needs of the county’s library system; and

**WHEREAS**, the Property is within unincorporated Beaufort County, is surrounded by properties with a similar use, and has frontage on May River Road; and

**WHEREAS**, the County has negotiated terms for the sale and purchase of the Property and the County agrees to purchase the Property in the amount of \$2,000,000 plus closing costs with funds from Beaufort County Library Impact Fees; and

**WHEREAS**, the proposed purchase of the Property was presented to the Beaufort County Library Board at the November 2023 meeting and the Board unanimously recommended approval of the purchase; and

**WHEREAS**, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the Interim County Administrator to execute the necessary documents for the fee simple acquisition and purchase of the Property.

**NOW, THEREFORE, BE IT ORDAINED** by Beaufort County Council, duly assembled, authorizing the Interim County Administrator to execute the necessary documents and provide funding in the amount of \$2,000,000 plus closing costs from Beaufort County Library Impact Fees for the purchase of real property with an address of 76 May River Road.

DONE this \_\_\_\_ day of \_\_\_\_\_ 2024.

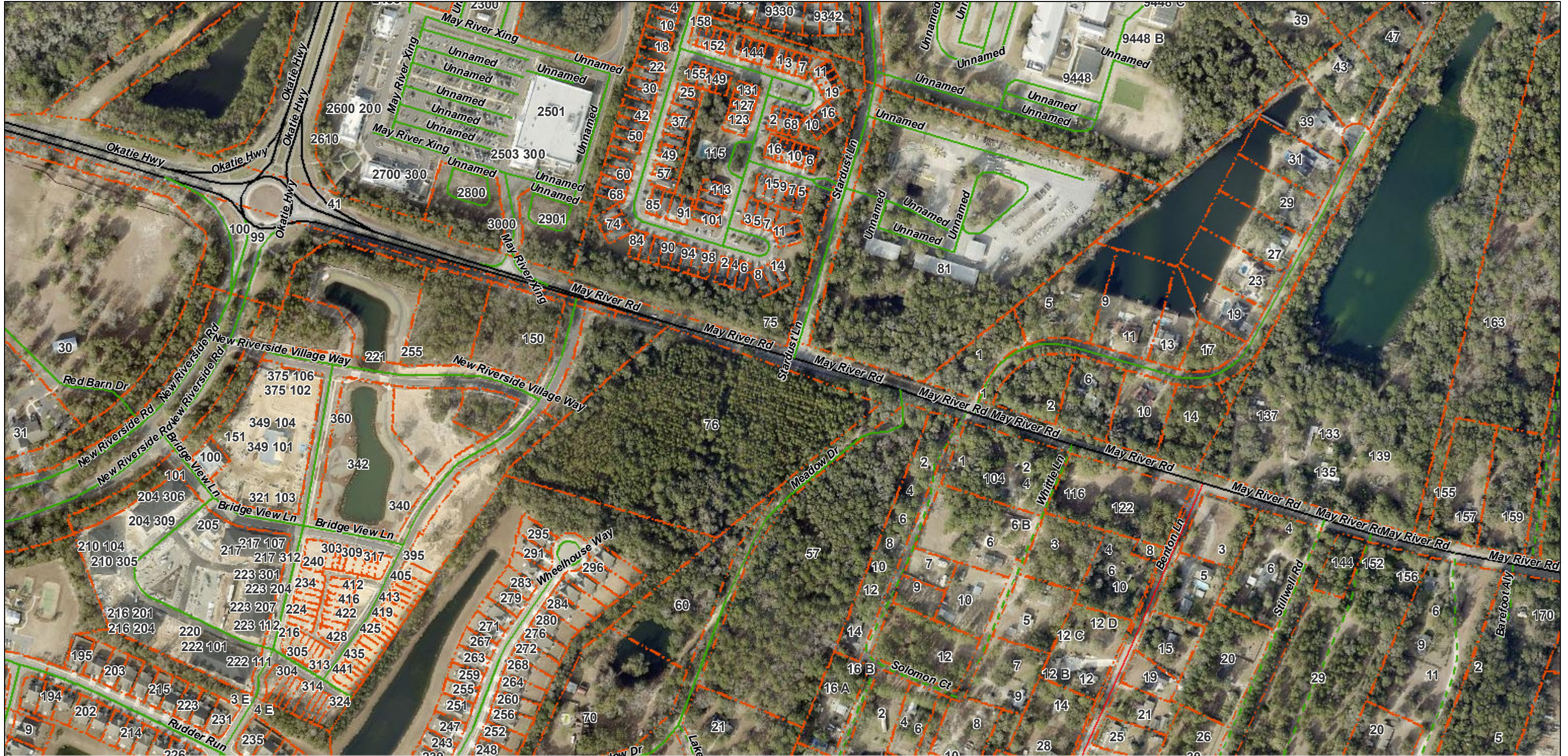
COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



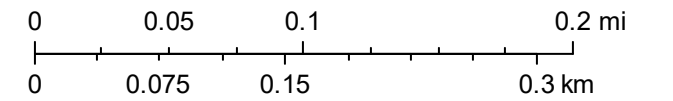


1/3/2024, 3:27:26 PM

### Road Classifications

- STATE, PAVED
- COUNTY, PAVED
- PRIVATE, PAVED
- PRIVATE, UNPAVED
- LiveParcels

1:4,514

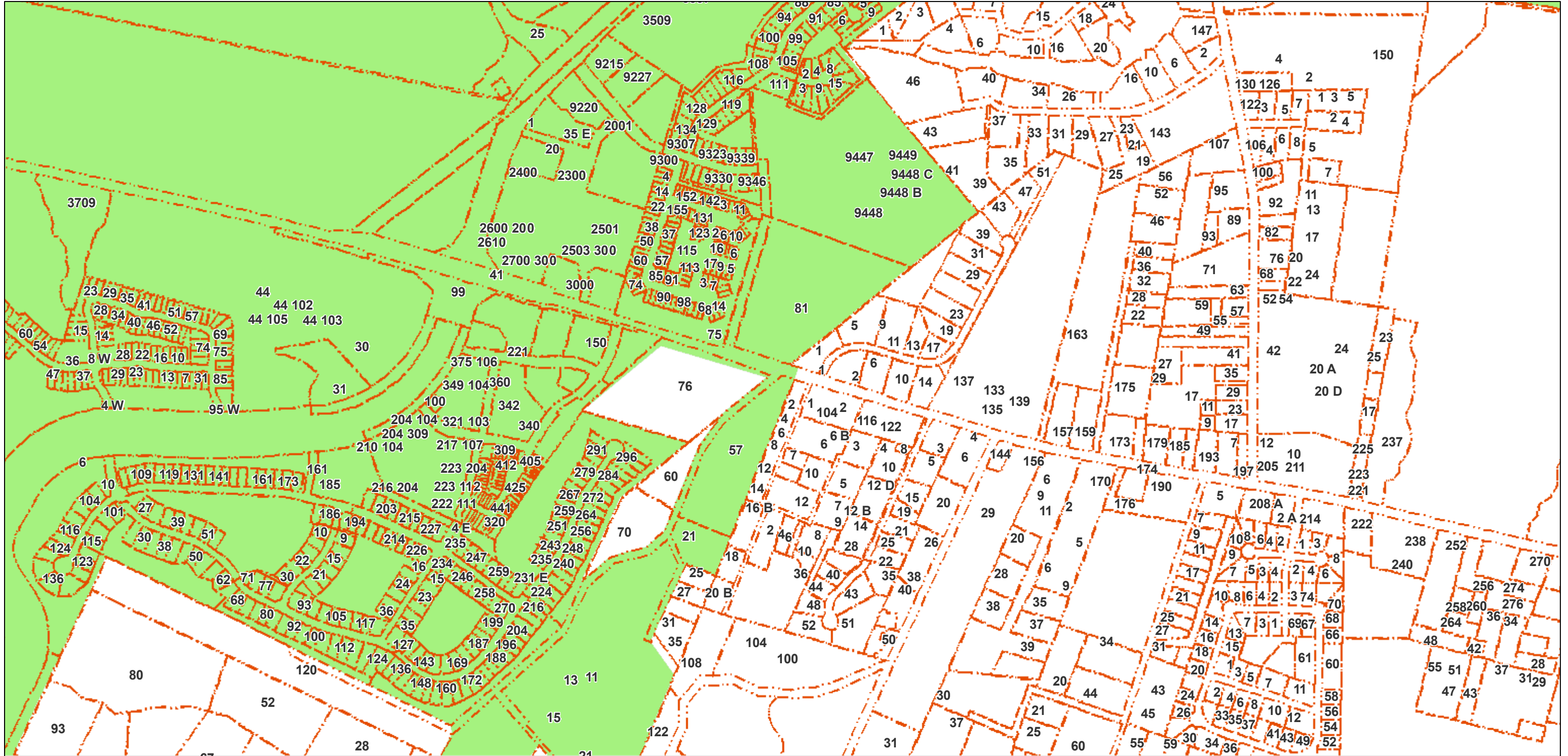








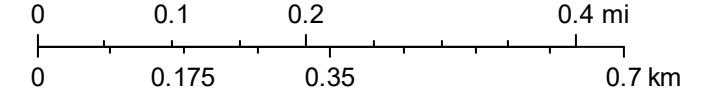
# ArcGIS Web Map



1/3/2024, 3:26:02 PM

1:9,028

- LiveParcels
- Municipal Boundaries
  - City of Beaufort
  - Town of Port Royal
  - Town of Bluffton
  - Town of Yemassee
- Town of Hilton Head
- City of Hardeeville
- Town of Ridgeland





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>ZONING MAP AMENDMENT/REZONING REQUEST FOR 57 ACRES (R200 004 000 0301 0000, R200 004 000 0302 0000, R200 004 000 0300 0000, R200 004 000 0063 0000) LOCATED AT 1, 2, 3, 4 BENNETT POINT DRIVE FROM PLANNED UNIT DEVELOPMENT (PUD) TO T2 RURAL (T2R).</i>
<b>MEETING NAME AND DATE:</b>
<i>Community Services and Land Use Committee Meeting, October 9, 2023</i>
<b>PRESENTER INFORMATION:</b>
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
<b>ITEM BACKGROUND:</b>
<i>This rezoning application went before the Beaufort County Planning Commission at their September 7, 2023, meeting. At that time, the Commission voted unanimously to recommend approval of the proposed amendment to County Council.</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>The applicants are seeking to amend the zoning of four undeveloped parcels from the Pleasant Point PUD to T2R. The parcels make up the "Texas Tract" which was originally platted and approved for 179 single family lots. This was then reduced to four lots that remain in a Conservation Easement. This easement states that the tract cannot be further subdivided and each parcel is limited to one dwelling unit.</i>
<b>FISCAL IMPACT:</b>
<i>Not applicable</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Staff recommends approval of the proposed zoning amendment.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>Approval of the application as submitted;*</i> <i>Approval of the application with a reduction in the area proposed to be rezoned;*</i> <i>Approval of a rezoning to a more restricted base zone than requested in the application;*</i> or <i>Denial of the application.*</i>  <i>*Council's decision must be based on the standards in Section 7.3.40 C of the Community Development Code (Attachment 1 to this AIS) and must clearly state the factors considered in making its decision and the basis or rationale for the decision. (7.4.90 B.3)</i>

## Attachment A.

**CDC Section 7.3.40 B.7** Zoning Map Amendment (Rezoning) provides:

The County Council's decision shall be based on the standards in Subsection 7.4.30 C and shall be one of the following:

1. Approval of the application as submitted;
2. Approval of the application with a reduction in the area proposed to be rezoned;
3. Approval of a rezoning to a more restricted base zone than requested in the application;
4. Denial of the application.

**CDC Section 7.3.40 C. Zone Map Amendment Review Standards.**

The advisability of an amendment to the Official Zoning Map is a matter committed to the legislative discretion of the County Council and is not controlled by any one factor. 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. In areas of new development, a finding of consistency with the Comprehensive Plan shall be considered to meet the standards below, unless compelling evidence demonstrates the proposed amendment would threaten the public health, safety, and welfare if the land subject to the amendment is classified to be consistent with the Comprehensive Plan;
2. Is not in conflict with any provision of this Development Code, or the Code of Ordinances;
3. Addresses a demonstrated community need;
4. Is required by changed conditions;
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;
6. Would not adversely impact nearby lands;
7. Would result in a logical and orderly development pattern;
8. Would not result in adverse impacts on the natural environment—including, but not limited to, water, air, noise, storm water management, wildlife, vegetation, wetlands, and the natural functioning of the environment; and
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).

**CDC Section 7.4.90 B.3** provides:

County Council's decision shall clearly state the factors considered in making the decision and the basis or rationale for the decision.





# MEMORANDUM

**TO:** Alice Howard, Chair, Community Services and Land Use Committee of County Council

**FROM:** Robert Merchant, Beaufort County Planning and Zoning Department

**DATE:** October 9, 2023

**SUBJECT:** ZONING MAP AMENDMENT/REZONING REQUEST FOR 57 ACRES (R200 004 000 0301 0000, R200 004 000 0302 0000, R200 004 000 0300 0000, R200 004 000 0063 0000) LOCATED AT 1, 2, 3, 4 BENNETT POINT DRIVE FROM PLANNED UNIT DEVELOPMENT (PUD) TO T2 RURAL (T2R).

## STAFF REPORT:

### A. BACKGROUND:

**Case No.** CDPA-000031-2023

**Owner/Applicant:** Gregory Bennett, Marvin Black, J. Craig Floyd, David Salsbury

**Property Location:** 1, 2, 3, and 4 Bennett Point Drive

**District/Map/Parcel:** R200 004 000 0301 0000, R200 004 000 0302 0000, R200 004 000 0300 0000, R200 004 000 0063 0000

**Property Size:** 57 acres

**Current Future Land Use Designation:** Preserved Land

**Current Zoning District:** Planned Unit Development (PUD) (Pleasant Point)

**Proposed Zoning District:** T2 Rural (T2R)

**B. SUMMARY OF REQUEST:** The applicants are seeking to amend the zoning of four undeveloped parcels from the Pleasant Point PUD to T2R. The parcels make up the “Texas Tract” which was originally platted and approved for 179 single family lots. This was then reduced to four lots that remain in a Conservation Easement. This easement states that the tract cannot be further subdivided and each parcel is limited to one dwelling unit.

**C. EXISTING ZONING:** The parcels are currently zoned PUD.

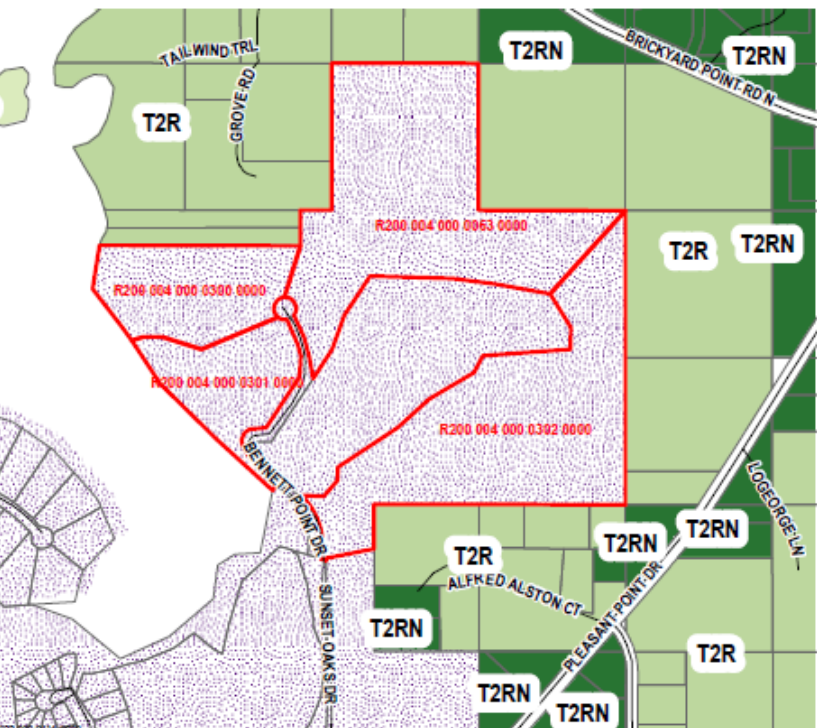
**D. PROPOSED ZONING:** The T2 Rural zoning is intended to preserve the rural character of Beaufort County. This Zone applies to areas that consist of sparsely settled lands in an open or cultivated state.

It may include large lot residential, farms where animals are raised or crops are grown, parks, woodland, grasslands, trails, and open space areas. Its density is one dwelling unit per three acres.

- E. COMPREHENSIVE PLAN FUTURE LAND USE MAP:** These four lots are designated Preserved Land. The Comprehensive Plan states that this land use category includes all public parks; and public and private lands that are preserved through conservation easements.
- F. TRAFFIC IMPACTS:** According to Section 6.3.20.D of the CDC, “*An application for a rezoning shall include a TIA where the particular project or zoning district may result in a development that generates 50 trips during the peak hour or will change the level of service of the affected street.*” The applicant does not require a TIA.
- G. SCHOOL CAPACITY IMPACTS:** The School District will not be affected by the proposed rezoning.
- H. STAFF RECOMMENDATION:** Staff recommends approval of the rezoning request.
- I. PLANNING COMMISSION RECOMMENDATION:** This rezoning application went before the Beaufort County Planning Commission at their September 7, 2023, meeting. At that time the Commission voted unanimously to recommend approval of the proposed amendment to County Council.
- J. ATTACHMENTS**
- Zoning Map (existing and proposed)
  - Texas Tract Conservation Easement

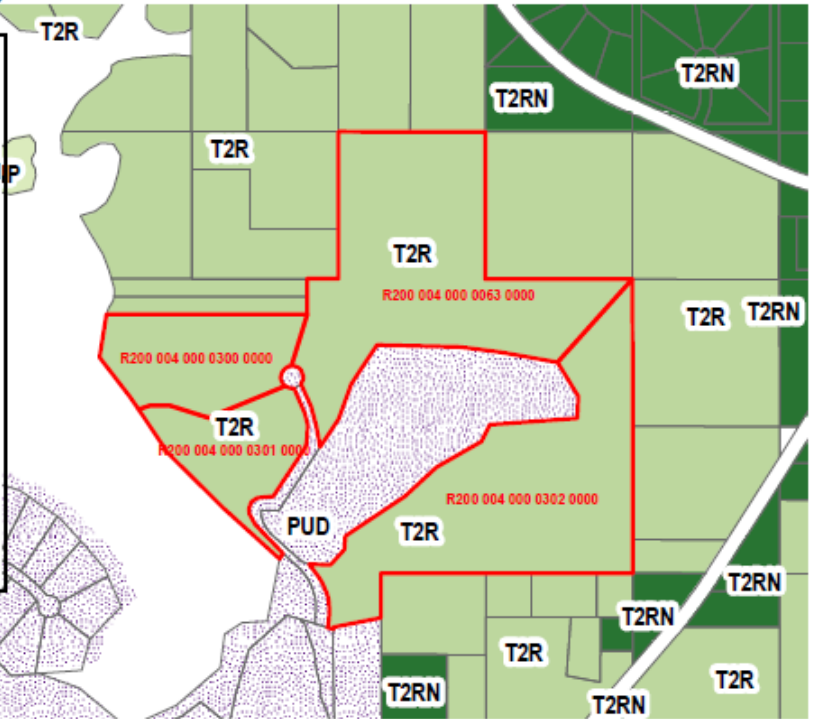
# Existing Zoning

- Legend**
- R200 4 300, 301, 302, 63
  - Zone Districts**
  - FBCode**
  - C3 Neighborhood Mixed Use [C3NMU]
  - C4 Community Center Mixed Use [C4CCMU]
  - C5 Regional Center Mixed Use [C5RCMU]
  - Military [Mil]
  - Existing Planned Unit Development [PUD]
  - S1 Industrial [S1]
  - Seabrook-Stuart Point Mixed Use [SSPMU]
  - Seabrook-Stuart Point Residential [SSPR]
  - T1 Natural Preserve [T1NP]
  - T2 Rural [T2R]
  - T2 Rural Neighborhood [T2RN]
  - T3 Edge [T3Edge]
  - T3 Hamlet Neighborhood [T3HN]
  - T3 Neighborhood [T3N]
  - T4 Hamlet Center [T4HC]
  - T4 Neighborhood Center [T4NC]



# Proposed Zoning

- Legend**
- R200 4 300, 301, 302, 63
  - FBCode**
  - C3 Neighborhood Mixed Use [C3NMU]
  - C4 Community Center Mixed Use [C4CCMU]
  - C5 Regional Center Mixed Use [C5RCMU]
  - Military [Mil]
  - Existing Planned Unit Development [PUD]
  - S1 Industrial [S1]
  - Seabrook-Stuart Point Mixed Use [SSPMU]
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  - T1 Natural Preserve [T1NP]
  - T2 Rural [T2R]
  - T2 Rural Neighborhood [T2RN]
  - T3 Edge [T3Edge]
  - T3 Hamlet Neighborhood [T3HN]
  - T3 Neighborhood [T3N]
  - T4 Hamlet Center [T4HC]
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**ORDINANCE 2023/\_\_\_\_\_**

**ZONING MAP AMENDMENT/REZONING REQUEST FOR 57 ACRES (R200 004 000 0301 0000, R200 004 000 0302 0000, R200 004 000 0300 0000, R200 004 000 0063 0000) LOCATED AT 1, 2, 3, 4 BENNETT POINT DRIVE FROM PLANNED UNIT DEVELOPMENT (PUD) TO T2 RURAL (T2R).**

**WHEREAS**, the Texas Tract is currently zoned Planned Unit Development with the current allowed use to consist of one dwelling unit per parcel due to a Conservation Easement; and

**WHEREAS**, the owners have requested to rezone to T2 Rural; and

**WHEREAS**, the Beaufort County Planning Commission considered the request on September 7, 2023, voting unanimously to recommend that County Council approve the request; and

**WHEREAS**, County Council now wishes to amend the zoning map to change the zoning of the properties from Planned Unit Development to T2 Rural.

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

The zoning map of the County is hereby amended to change the zoning of the properties located at 1, 2, 3, 4 Bennett Point Drive (R200 004 000 0301 0000, R200 004 000 0302 0000, R200 004 000 0300 0000, R200 004 000 0063 0000) from Planned Unit Development to T2 Rural.

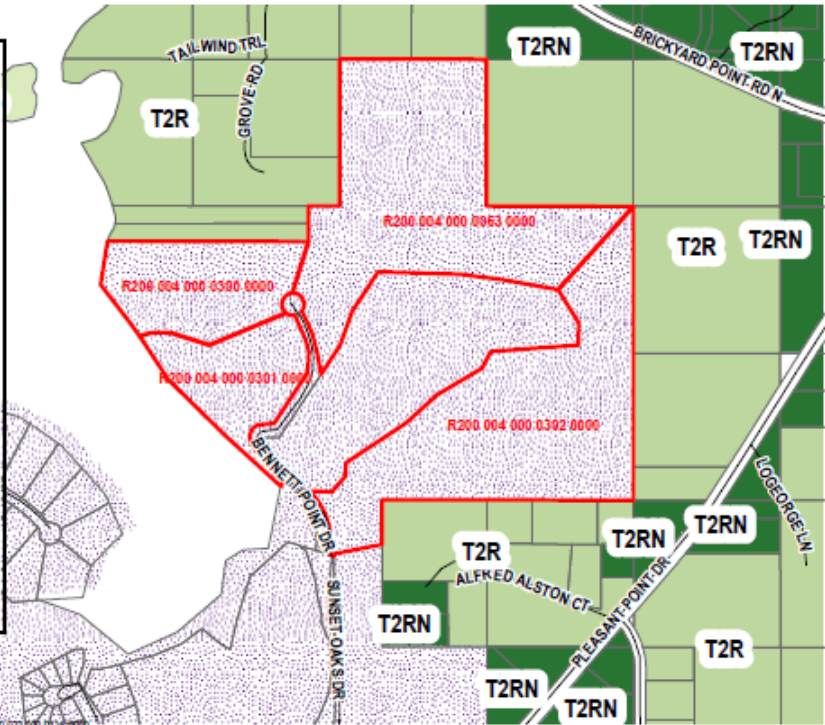
Ordained this \_\_\_\_ day of \_\_\_\_\_, 2023

\_\_\_\_\_  
Joseph Passiment, Chairman

\_\_\_\_\_  
Sarah Brock, Clerk to Council

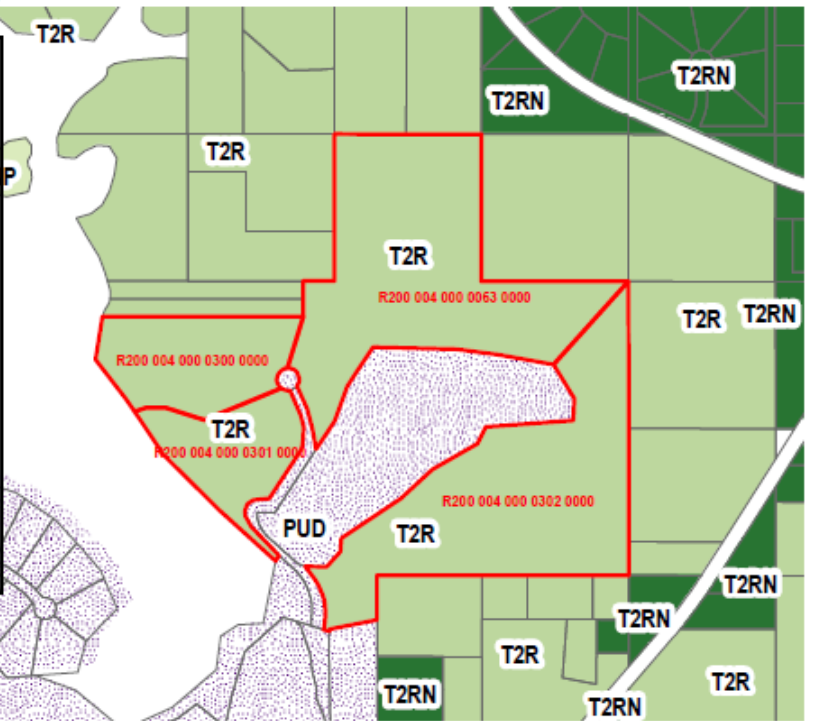
# Existing Zoning

- Legend**
- R200 4 300, 301, 302, 63
  - Zone Districts**
  - FBCode**
  - C3 Neighborhood Mixed Use [C3NMU]
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  - T3 Neighborhood [T3N]
  - T4 Hamlet Center [T4HC]
  - T4 Neighborhood Center [T4NC]



# Proposed Zoning

- Legend**
- R200 4 300, 301, 302, 63
  - FBCode**
  - C3 Neighborhood Mixed Use [C3NMU]
  - C4 Community Center Mixed Use [C4CCMU]
  - C5 Regional Center Mixed Use [C5RCMU]
  - Military [Mil]
  - Existing Planned Unit Development [PUD]
  - S1 Industrial [S1]
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  - T3 Neighborhood [T3N]
  - T4 Hamlet Center [T4HC]
  - T4 Neighborhood Center [T4NC]





# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<b>AN ORDINANCE DECLARING CERTAIN REAL PROPERTY LOCATED AT 2 MULLET STREET AS SURPLUS PROPERTY, AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE SALE OF THE REAL PROPERTY, AND ALLOCATING PROCEEDS FROM THE SALE OF REAL PROPERTY</b>
<b>MEETING NAME AND DATE:</b>
Finance, Administration, and Economic Development Committee; November 20, 2023
<b>PRESENTER INFORMATION:</b>
Brittany Ward, County Attorney 10 Minutes
<b>ITEM BACKGROUND:</b>
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County ("County") is the fee simple owner of the real property located at 2 Mullet Street ("Property"). The County purchased the Property and adjacent real property in order to expand and improve the Alljoy Boat Landing facilities. The County has surveyed the Property and adjacent property to amend the boundary lines in order to complete the desired project and has no use for the home located on the Property. The County desires to declare the Property surplus property and sell the Property upon terms and conditions most favorable to the County. The proceeds from the sale of the Property will first be used to fund the desired expansion and improvement projects to the Alljoy Boat Landing and surround area, and any remaining funds will be allocated to the Capital Improvement Fund to be used to complete other projects in Beaufort County.
<b>FISCAL IMPACT:</b>
Proceeds from sale of real property to be used for expansion and improvement projects to the Alljoy Boat landing and surround area, any remaining funds to be allocated to the Capital Improvement Fund for other capital improvement projects in Beaufort County.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Move forward to Council for First Reading <i>(A Public Hearing is required prior to Third Reading)</i>

**ORDINANCE 2024/ \_\_\_\_**

**AN ORDINANCE DECLARING CERTAIN REAL PROPERTY LOCATED AT 2 MULLET STREET AS SURPLUS PROPERTY, AUTHORIZING THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE ANY DOCUMENTS NECESSARY FOR THE SALE OF THE REAL PROPERTY, AND ALLOCATING PROCEEDS FROM THE SALE OF REAL PROPERTY**

**WHEREAS**, Beaufort County (“County”) is the fee simple owner of real property located at 2 Mullet Street, Bluffton, South Carolina with TMS Number R600 039 00C 0189 0000 (“Property”); and

**WHEREAS**, Beaufort County Council approved Ordinance 2023/02 to purchase the Property and the adjacent real property in order to expand and improve the Alljoy Boat Landing facilities; and

**WHEREAS**, since purchasing the Property, the County has surveyed the Property and adjacent property to amend the boundary lines in order to provide the County with the land necessary to expand and improve the Alljoy Boat Landing as desired, and does not have a use for the home located on the Property; and

**WHEREAS**, Beaufort County Council has determined that it is in the best interest of the citizens of the County to declare the Property as surplus property and to sell the Property upon such terms and conditions as may be most favorable to the County; and

**WHEREAS**, the County shall publicly solicit a request for proposals for both a purchase price and subsequent use of the Property. The Interim County Administrator must review all proposals, evaluate each proposal based on the purchase price and subsequent use of the Property, and is authorized to execute any and all documents necessary to sell the Property upon the terms and conditions most favorable to the County; and

**WHEREAS**, the proceeds from the sale of the Property shall first be used to fund the desired expansion and improvement projects to the Alljoy Boat Landing and surrounding area. Any remaining funds shall be allocated to the Capital Improvement Fund for other capital improvement projects to be completed in Beaufort County; and

**WHEREAS**, S.C. Code Ann. §4-9-130 requires that the sale of any interest in real property owned by the County must be authorized with a public hearing and final action by Beaufort County Council.

**NOW, THEREFORE**, be it Ordained by Beaufort County Council, that the Property is declared surplus property, the Interim County Administrator is hereby authorized to execute any documents necessary for the sale of the real property located at 2 Mullet Street upon such terms and conditions as he believes is most favorable and in the best interest of the citizens of Beaufort County, and whereby the proceeds from the sale shall be allocated as described above.

DONE this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

\_\_\_\_\_  
Joseph Passiment, Chairman

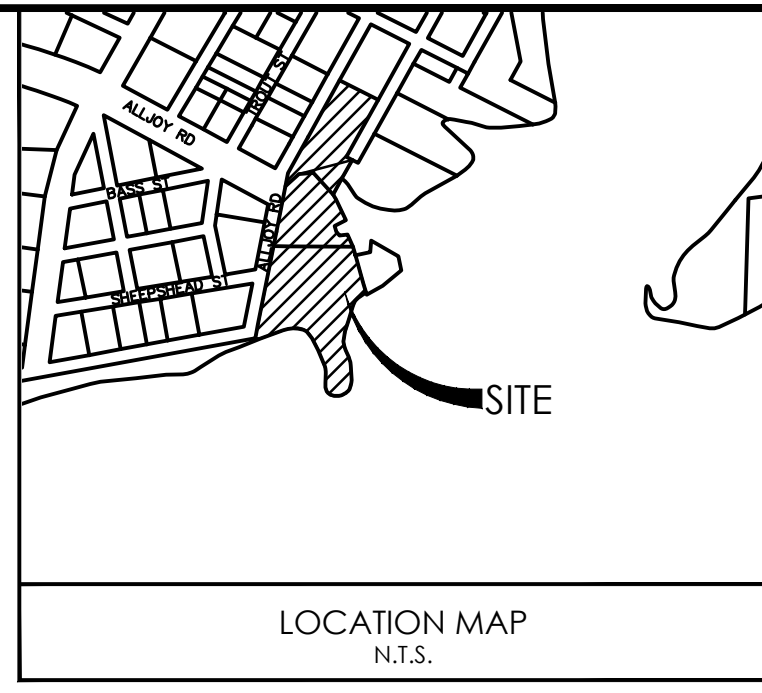
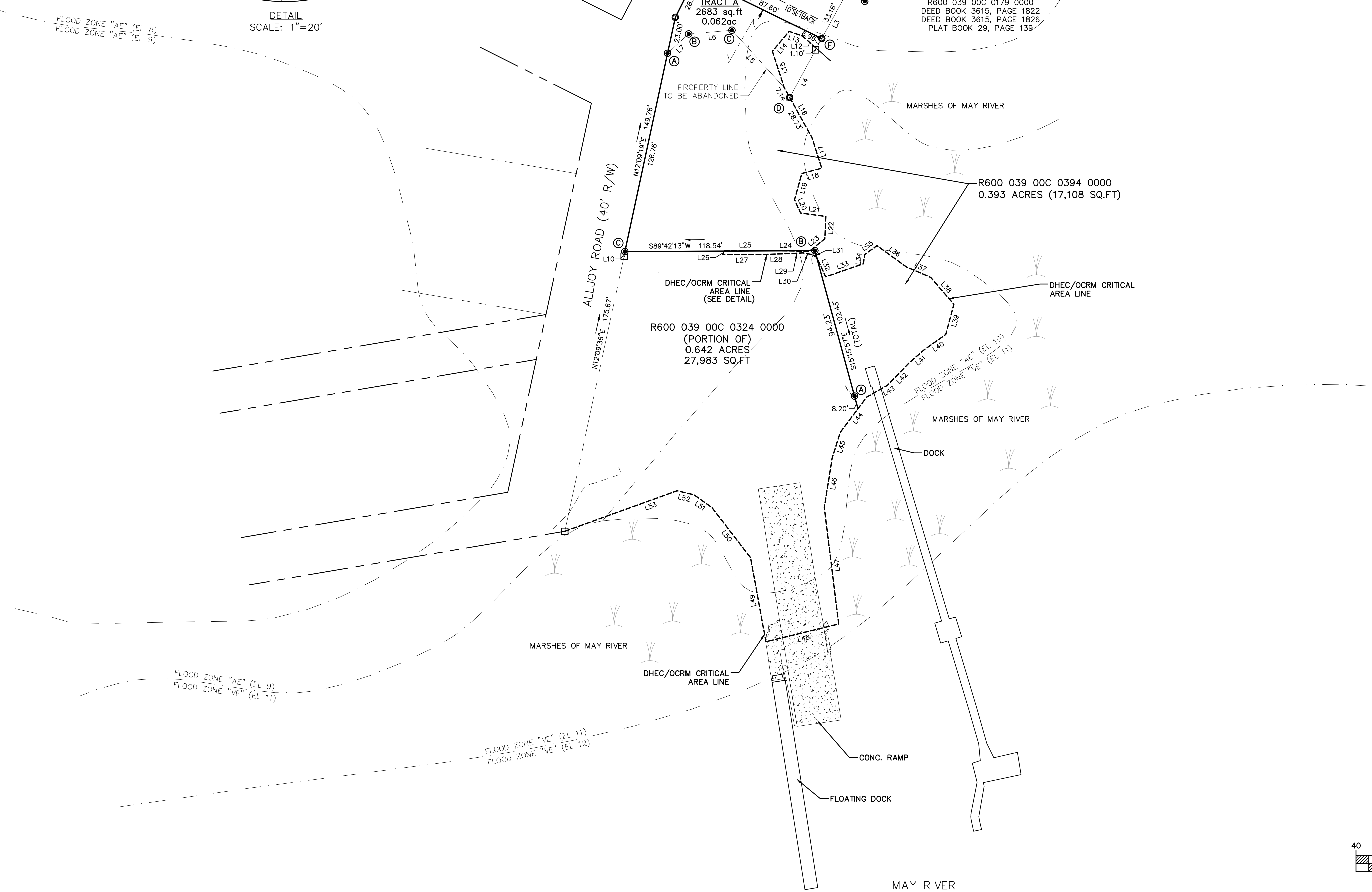
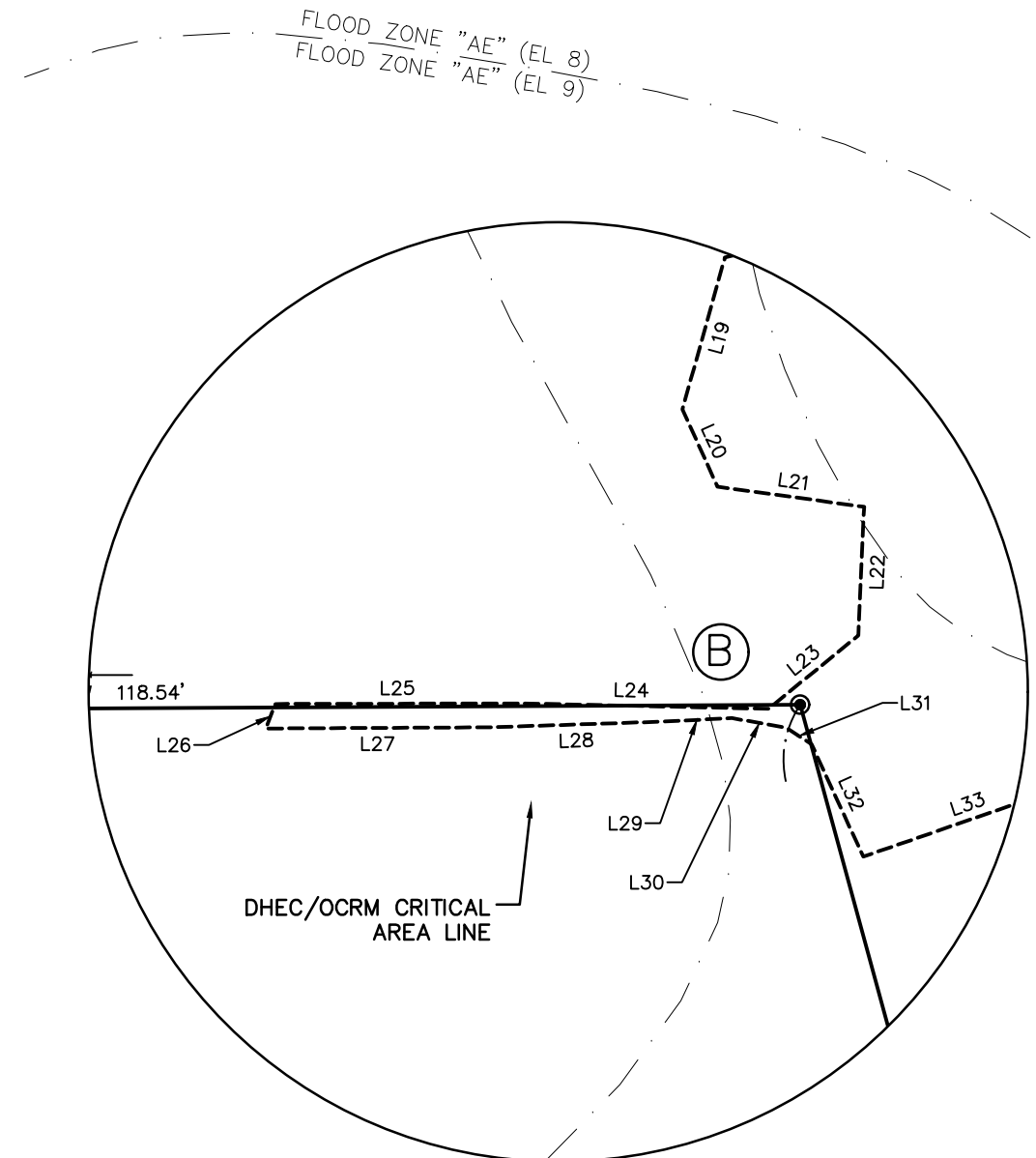
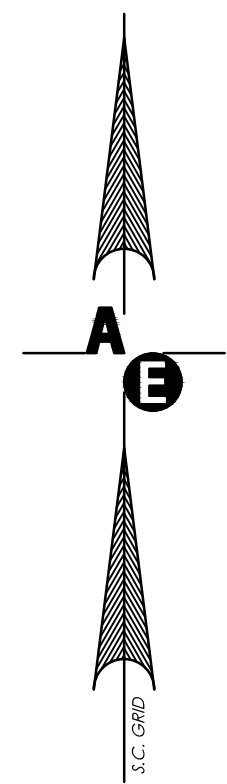
ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



I HEREBY STATE THAT TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION, AND BELIEF, THE SURVEY SHOWN HEREON WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE STANDARDS OF PRACTICE MANUAL FOR SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS "A" SURVEY AS SPECIFIED THEREIN.

- NOTES:
1. BEARINGS ARE BASED ON THE SC STATE PLANE COORDINATE SYSTEM NAD 83.
  2. FIELD WORK COMPLETED: 07/07/2023
  3. THIS PARCEL IS LOCATED IN FLOOD ZONES AS SHOWN ON THIS MAP AND DEPICTED ON PANEL NO. 45013004286 EFFECTIVE DATE MARCH 23, 2021 - FEDERAL INSURANCE ADMINISTRATION FLOOD INSURANCE RATE MAPS.
  4. OWNER OF RECORD: BEAUFORT COUNTY
  5. THIS PROPERTY IS SUBJECT TO ANY AND ALL EASEMENTS AND/OR RIGHT OF WAYS OF RECORD.
  6. ACREAGE SHOWN IS TO THE DHEC/OCRM CRITICAL AREA LINE. PROPERTY OWNERSHIP EXTENDS TO MEAN HIGH WATER MARK ALONG TIDAL BOUNDARIES.
  7. LIMITED BUILDING SETBACK INFORMATION WAS DETERMINED AT THIS TIME. THE SETBACK INFORMATION SHOWN HEREON IS AS PER THE BEAUFORT COUNTY COMMUNITY DEVELOPMENT CODE (3.2.80.C)
  8. REFERENCES: DEED BOOK 4234, PAGE 639; PLAT BOOK 29, PAGE 139 PLAT BOOK 30, PAGE 102; PLAT BOOK 136, PAGE 26

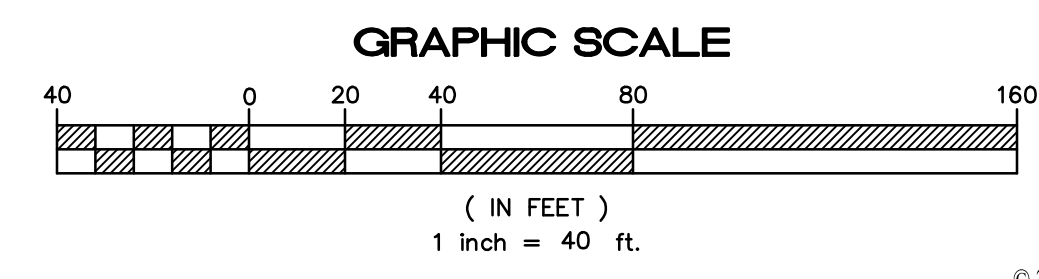


DATUM=NAVD88

NOTE:  
IT IS THE INTENT OF THIS PLAT TO SHOW THAT "TRACT A", CONTAINING 0.062 ACRES (2,683 SQ.FT), IS BEING CUT FROM PARCEL R600 039 00C 0189 0000 AND COMBINED WITH PARCEL R600 039 00C 0394 0000, RESULTING IN THESE PARCELS HAVING THE FOLLOWING ACREAGES:  
R600 039 00C 0189 0000 = 0.283 (12,341 SQ.FT)  
R600 039 00C 0394 0000 = 0.454 (19,791 SQ.FT)  
ALSO, THE PROPERTY LINE SHOWN HEREON AS LINE (A)-(B)-(C)-(D) IS NOW NULL & VOID AND ABANDONED AND THE NEW PROPERTY LINE BETWEEN SAID PARCELS IS SHOWN HEREON AS LINE (E)-(F).

LINE #	BEARING	LENGTH
L1	S63°10'11"E	12.50'
L2	S61°55'35"E	12.47'
L3	S28°32'50"W	41.23'
L4	S28°32'50"W	33.88'
L5	N42°17'15"W	48.45'
L6	S84°58'57"W	27.12'
L7	S47°16'10"W	17.80'
L10	N09°19'19"E	2.88'
L12	N48°34'01"W	11.68'
L13	N70°53'00"W	8.87'
L14	S39°48'54"W	16.22'
L15	S17°57'15"E	23.82'
L16	S29°02'16"E	35.87'
L17	S17°38'20"E	19.97'
L18	S75°03'28"W	12.87'
L19	S15°37'32"W	16.97'
L20	S24°15'30"E	9.15'
L21	S82°09'23"E	15.97'
L22	S02°34'46"W	13.88'
L23	S50°47'31"W	12.50'
L24	N88°43'57"W	26.80'
L25	S89°51'10"W	26.35'
L26	S21°50'57"W	2.85'
L27	N89°42'00"E	24.19'
L28	N88°06'56"E	18.52'
L29	N87°06'12"E	7.58'
L30	S79°51'14"E	5.98'

LINE #	BEARING	LENGTH
L31	S56°50'46"E	3.21'
L32	S24°43'26"E	13.35'
L33	N70°53'35"E	25.00'
L34	N06°45'51"E	5.78'
L35	N54°16'29"E	9.56'
L36	S54°03'12"E	22.59'
L37	S66°40'45"E	16.65'
L38	S40°39'14"E	22.19'
L39	S14°59'27"W	19.48'
L40	S54°42'38"W	16.23'
L41	S48°54'07"W	13.13'
L42	S43°58'35"W	19.12'
L43	S60°20'23"W	14.96'
L44	S36°55'21"W	27.46'
L45	S17°47'15"W	16.71'
L46	S08°59'54"W	31.39'
L47	S07°02'01"E	73.28'
L48	S76°17'44"W	46.80'
L49	N10°20'57"W	53.36'
L50	N37°34'52"W	39.49'
L51	N54°23'12"W	13.71'
L52	N76°05'28"W	10.81'
L53	S70°08'26"W	74.57'



SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
THE CRITICAL LINE SHOWN ON THIS PLAT IS VALID FOR FIVE YEARS FROM THE DATE OF THIS SIGNATURE, SUBJECT TO THE CAUTIONARY LANGUAGE ABOVE.

LEGEND:

□	CMF	CONCRETE MONUMENT FOUND
●	●	IRON PIN FOUND OR NOTED
○	○	IRON PIN SET OR NOTED

PLAN REVISIONS

NO.	DESCRIPTION:	DATE:	BY:
1			
2			
3			
4			
5			
6			
7			
8			

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2712 Bull Street Suite A  
Beaufort, SC 29902  
843.379.2222  
843.379.2223

# Andrews Engineering & Surveying

ALLJOY BOAT LANDING  
BRIGHTON BEACH  
BLUFFTON  
BEAUFORT COUNTY  
SOUTH CAROLINA

PARCEL RECONFIGURATION  
SURVEY  
PREPARED FOR  
BEAUFORT COUNTY

Date Drawn: 07/13/2023  
Last Revised: 10/20/2023  
Drawn By: J. Tatter  
Surveyor: J. Gray

SHEET #:  
**1**

JOB: Z23064



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
An ordinance to approve a lease agreement between Beaufort County and Cindy Hollman
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee; November 27, 2023
<b>PRESENTER INFORMATION:</b>
Jon Rembold; Airports Director 3 minutes
<b>ITEM BACKGROUND:</b>
Beaufort Executive Airport's terminal maintains multiple office spaces available for lease. Ms. Cindy Hollman is an independent FAA flight Examiner for hire and request a small office to conduct flight reviews. The DRAFT lease and legal review - <b>approved by Legal on Nov 3, 2023.</b> Beaufort County Airports Board (BCAB) - <b>recommended approval on November 16, 2023.</b>
<b>PROJECT / ITEM NARRATIVE:</b>
Cindy Hollman is a certified independent FAA Flight Examiner which services pilot trainees and certified pilots at Beaufort Executive Airport. Ms. Hollman has expressed a desire to lease office space at Beaufort Executive Airport, to conduct the ground portion of flight reviews and exams.
<b>FISCAL IMPACT:</b>
Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$69.30. The monthly base lease payments were calculated using Beaufort County's approved, North of the broad lease rates of \$19.80 per sf. The space totals 42 sf. (42 sq ft x \$19.80/12) Annual Expected Revenue <b>\$831.60</b> The lease rates are in accordance with current Beaufort County lease policies.
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
Airport Staff recommends approval of an ordinance to approve a lease agreement between Beaufort County and Cindy Hollman.
<b>OPTIONS FOR COMMITTEE MOTION:</b>
Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Cindy Hollman. Move forward to Council for Approval on December 11, 2023



- 3.4 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

**IV. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

- 4.1 *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.

- 4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of FAA Flight Check oral examinations (“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.

- 4.3 *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.

- 4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (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.

4.4.2 *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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

4.4.3 *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.

4.4.4 *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.

4.5 *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.

**V. DESTRUCTION OR DAMAGE**

5.1 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.

5.2 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.

5.3 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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

5.4 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.

5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants 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 Tenants 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.

**VI. 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.

**VII. 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.

7.1 *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.

7.2 *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 (15<sup>th</sup>) calendar day of each month.

**VIII. DEFAULT**

8.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

- (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.

8.2 *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 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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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.
- 8.3 *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.
- 8.4 *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.
- 8.5 *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 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.
- 8.6 *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 Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



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.

**IX. 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.

**X. 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.

**XI. INSURANCE LIABILITY AND INDEMNIFICATION**

11.1 *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.

11.1.1 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.

11.2 *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.

11.3 *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.

**XII. MISCELLANEOUS PROVISIONS**

12.1 *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 (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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

Copy To: Beaufort County  
Attn: Beaufort County Public Facility Director  
Post Office Box 1228  
Beaufort, SC 29901

AS TO TENANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 12.2 *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.
- 12.3 *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.
- 12.4 *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.
- 12.5 *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.
- 12.6 *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.
- 12.7 *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.
- 12.8 *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.
- 12.9 *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.
- 12.10 *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.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 12.12 *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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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

Date: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

**ORDINANCE 2024/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND CINDY HOLLMAN**

**WHEREAS**, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Cindy Hollman ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space and Beaufort County approved lease policies and rates; and

**WHEREAS**, the Lessee will engage in the business of personal office space and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

**WHEREAS**, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; 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 enter into a Lease Agreement with Cindy Hollman.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Cindy Hollman.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
An ordinance to approve a lease agreement between Beaufort County and Matt Archer
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee; November 27, 2023
<b>PRESENTER INFORMATION:</b>
Jon Rembold; Airports Director 3 minutes
<b>ITEM BACKGROUND:</b>
Beaufort Executive Airport’s terminal maintains multiple office spaces available for lease. Mr. Archer is an independent FAA flight Examiner for hire and request a small office to conduct flight reviews. The DRAFT lease and legal review - <b>approved by Legal on Nov 3, 2023.</b> Beaufort County Airports Board (BCAB) - <b>recommended approval on November 16, 2023.</b>
<b>PROJECT / ITEM NARRATIVE:</b>
Matt Archer is a certified independent FAA Flight Examiner which services pilot trainees and certified pilots at Beaufort Executive Airport. Mr. Archer has expressed a desire to lease office space at Beaufort Executive Airport, to conduct the ground portion of flight reviews and exams.
<b>FISCAL IMPACT:</b>
Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$69.30. The monthly base lease payments were calculated using Beaufort County’s approved, North of the broad lease rates of \$19.80 per sf. The space totals 42 sf. (42 sq ft x \$19.80/12) Annual Expected Revenue <b>\$831.60</b> The lease rates are in accordance with current Beaufort County lease policies.
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
Airport Staff recommends approval of an ordinance to approve a lease agreement between Beaufort County and Matt Archer.
<b>OPTIONS FOR COMMITTEE MOTION:</b>
Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Matt Archer. Move forward to Council for Approval on December 11, 2023



- 3.4 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

**IV. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

- 4.1 *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.

- 4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of FAA Flight Check oral examinations (“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.

- 4.3 *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.

- 4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (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.

4.4.2 *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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

4.4.3 *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.

4.4.4 *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.

4.5 *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.

**V. DESTRUCTION OR DAMAGE**

5.1 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.

5.2 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.

5.3 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.

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5.4 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.

5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants 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 Tenants 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.

**VI. 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.

**VII. 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.

7.1 *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.

7.2 *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 (15<sup>th</sup>) calendar day of each month.

**VIII. DEFAULT**

8.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

- (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.

8.2 *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 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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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.
- 8.3 *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.
- 8.4 *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.
- 8.5 *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 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.
- 8.6 *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 Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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.

**IX. 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.

**X. 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.

**XI. INSURANCE LIABILITY AND INDEMNIFICATION**

11.1 *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.

11.1.1 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.

11.2 *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.

11.3 *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.

**XII. MISCELLANEOUS PROVISIONS**

12.1 *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 (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

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Copy To: Beaufort County  
Attn: Beaufort County Public Facility Director  
Post Office Box 1228  
Beaufort, SC 29901

AS TO TENANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 12.2 *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.
- 12.3 *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.
- 12.4 *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.
- 12.5 *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.
- 12.6 *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.
- 12.7 *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.
- 12.8 *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.
- 12.9 *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.
- 12.10 *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.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 12.12 *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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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

Date: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

**ORDINANCE 2024/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND MATT ARCHER**

**WHEREAS**, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Matt Archer ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space and Beaufort County approved lease policies and rates; and

**WHEREAS**, the Lessee will engage in the business of personal office space and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

**WHEREAS**, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; 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 enter into a Lease Agreement with Matt Archer.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Matt Archer.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
AN ORDINANCE CONVEYING AN EASEMENT LOCATED ON A PORTION OF REAL PROPERTY AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND
<b>MEETING NAME AND DATE:</b>
Public Facilities Committee Meeting – November 27, 2023
<b>PRESENTER INFORMATION:</b>
Jared Fralix, P.E., Assistant County Administrator, Infrastructure Neil J. Desai, P.E., Public Works Director (5 Minutes)
<b>ITEM BACKGROUND</b>
August 22, 1980 – Beaufort County granted non-exclusive easement for drainage and utility purposes October 6, 2020 – Drainage and Utility easement modified
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort County has a drainage easement Ordinance to transfer easement ownership between Beaufort County and the Town of Hilton Head located at 55 Gardner Drive, R510 008 000 098A 0000. In 2020 the easement was modified to allow the property owner access to encroach into the drainage easement for the purposes of building the developments stormwater water quality and water quantity controls. The alteration of the existing drainage system to what was built makes this easement no longer reasonable or feasible to maintain by Beaufort County. In discussions with the property owners in the Old Woodlands neighborhood, there are drainage issues stemming from the modification of the drainage easement due to the development. As the development was approved by the Town of Hilton Head, they have agreed to take over drainage easement responsibility from Beaufort County.
<b>FISCAL IMPACT:</b>
Fiscal impacts associated with the transfer of easement ownership amounts to \$1.00.
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Staff recommends approval of the transfer of ownership of the drainage easement on the southside of 55 Gardner drive to the Town of Hilton Head.
<b>OPTIONS FOR COUNCIL MOTION:</b>
Motion to either accept/deny the recommendation to approve the transfer of ownership of the drainage easement on the southside of 55 Gardner Drive to the Town of Hilton Head.



*Next Steps - A Majority Vote for Acceptance by Committee would move item forward to final acceptance by January County Council vote.*

**AN ORDINANCE CONVEYING AN EASEMENT LOCATED ON A PORTION OF REAL PROPERTY AT 55 GARDNER DRIVE TO THE TOWN OF HILTON HEAD ISLAND**

**WHEREAS**, Beaufort County (“County”) owns a non-exclusive easement for drainage and utility purposes located at 55 Gardner Drive, Hilton Head Island, South Carolina 29926, with TMS No. R510 008 000 098A 0000, which is more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (the “**Property**”); and

**WHEREAS**, the County owns a non-exclusive easement for drainage and utility purposes over and across portions of the Property pursuant to an easement dated August 22, 1980 and recorded in the Beaufort County Register of Deeds (the “**ROD**”) in **Book 303 at Page 122** and **Book 305 at Page 2056** (the “**Easement**”) as depicted in that certain plat recorded in the ROD in **Plat Book 28 at Page 207** (the “**Easement Area**”); and

**WHEREAS**, the Town of Hilton Head Island (“Town”) has requested the Easement be conveyed to it for purposes of the terms set forth in the Easement as are particularly described herein.

**NOW THEREFORE, BE IT ORDAINED THAT BEAUFORT COUNTY COUNCIL**, in a meeting duly assembled, does hereby authorize the conveyance of an easement located on a portion of real property at 55 Gardner Drive to the Town of Hilton Head Island.

**ADOPTED**, this \_\_\_ day of \_\_\_\_\_, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah Brock, Clerk to Council

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT )

**DRAINAGE AND UTILITY EASEMENT  
TRANSFER AGREEMENT**  
[Ref: Deed Book 303, Page 122 ]  
[ Deed Book 305, Page 2056]  
[ Plat Book 28, Page 207 ]

**THIS DRAINAGE AND UTILITY EASEMENT MODIFICATION AGREEMENT** (the “**Agreement**”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between **Beaufort County** (hereinafter “**Grantor**”), a South Carolina municipal corporation with an address of Post Office Box 1228, Beaufort, South Carolina 29901 and the governmental authority of **Town of Hilton Head, South Carolina** (hereinafter “**Grantee**”), a South Carolina municipal corporation with an address of 1 Town Center Court, Hilton Head Island, SC 29928.

**WITNESSETH:**

**WHEREAS**, Grantor owns a non-exclusive easement for drainage and utility purposes located at 55 Gardner Drive, Hilton Head Island, South Carolina 29926, which is more particularly described in **Exhibit “A”**, attached hereto and made a part hereof (the “**Property**”); and

**WHEREAS**, Beaufort County owns a non-exclusive easement for drainage and utility purposes over and across portions of the Property pursuant to an easement dated August 22, 1980 and recorded in the Beaufort County Register of Deeds (the “**ROD**”) in **Book 303 at Page 122** and **Book 305 at Page 2056** (the “**Easement**”) as depicted in that certain plat recorded in the ROD in **Plat Book 28 at Page 207** (the “**Easement Area**”); and

**WHEREAS**, Grantor has requested and Grantee has agreed to the transfer of the Easement for purposes of the terms set forth in the Easement as are particularly described herein.

**NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS** that Grantor, for and in consideration of the sum of One and No/100 Dollars (\$1.00), the covenants, conditions and agreements contained herein, and other good and valuable consideration, in hand paid, the receipt and legal sufficiency of which is hereby acknowledged, Grantor and Grantee hereby agree as follows:

1. The above recitals are incorporated herein by reference thereto, as fully as if restated herein.
2. Grantor and Grantee acknowledge and agree that the Easement is hereby transferred of any and all maintenance responsibilities.
3. Grantee’s right to undertake maintenance, alterations or repairs to the Utility Improvements or Hardscape as it deems necessary in its sole reasonable discretion so long as such activity does not diminish Grantor’s rights set forth in the Easement as modified by this Agreement, shall not be modified or altered by this Agreement. Subsequent to the completion of redevelopment of the Property contemplated in this Agreement, and except for normal and routine care and maintenance, Grantor agrees to use best efforts to notify Grantee prior to undertaking maintenance, alteration, or repairs to the Utility Improvements or Hardscape.

- 4. Except as modified herein, all benefits, obligations, terms and conditions of the Easement shall remain in full effect and are ratified by the parties hereto. In the event of any conflict between the terms of this Agreement and the Easement, the terms and conditions of this Agreement shall prevail.
- 5. This Agreement is subject to all other easements, licenses, and conveyances of record and are subject to the rights herein reserved by Grantor, its successors and assigns, to utilize the Property at any time, in any manner, and for any purpose, provided, however, that such use by Grantor shall not be inconsistent with nor prevent the full utilization by Grantee of the rights and privileges granted herein.
- 6. The invalidity or unenforceability of any provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid and unenforceable provision were omitted. This Agreement and the terms and provisions hereof shall bind and inure to the benefit of the parties and their respective legal representatives, and successors and assigns. This Agreement shall be governed and construed in accordance with the laws of the State of South Carolina. This Agreement is intended by the parties hereto to be the final expression of their agreement and constitute a complete and exclusive statement of the terms hereof notwithstanding any representations or statements to the contrary heretofore made. In the event of litigation relating to enforcement of rights under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all litigation expenses, including attorneys' fees and court costs. This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by a further written agreement duly executed by the parties hereto.

**WITNESS** the hands and seals of the undersigned the date and year first above written.

**IN THE PRESENCE OF:**

**GRANTOR:**

**Beaufort County, South Carolina**

\_\_\_\_\_  
*Signature of Witness #1*

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Notary Public*

**STATE OF SOUTH CAROLINA** )  
 )  
**COUNTY OF BEAUFORT** )

**ACKNOWLEDGMENT**

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of **Beaufort County**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires:\_\_\_\_\_

Witness the hands and seals of the undersigned the date and year first above written.

**IN THE PRESENCE OF:**

**GRANTEE:**

**Town of Hilton Head**

\_\_\_\_\_  
*Signature of Witness #1*

\_\_\_\_\_  
By: \_\_\_\_\_

\_\_\_\_\_  
*Signature of Notary Public*

Its: \_\_\_\_\_

**STATE OF SOUTH CAROLINA**

)

)

**ACKNOWLEDGMENT**

**COUNTY OF BEAUFORT**

)

I, the undersigned Notary Public, do hereby certify that \_\_\_\_\_ as \_\_\_\_\_ of **Town of Hilton Head**, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public for South Carolina  
My Commission Expires:\_\_\_\_\_

**Exhibit "A"**

## Legal Description of Property

ALL that certain lot, tract or parcel of land situate, lying and being 12.16± acres of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina. For a more particular description of said property, reference is made to that certain plat prepared by Hussey, Gay & Bell, Consulting Engineers on April 23, 1982, of a portion of the Honey Horn Plantation, Hilton Head Island, Beaufort County, South Carolina, which plat is recorded in the Beaufort County Records in Plat Book 30, at Page 125, said real property being shown upon said plat.

AND ALSO, ALL that certain lot, tract or parcel of land situate, lying and being located in the Town of Hilton Head Island, Beaufort County, South Carolina, which is designated as "0.193 acres to be conveyed to Hilton Head Christian Academy," as more fully shown on the plat prepared by Surveying Consultants, Inc., Terry G. Hatchell, SCRLS No. 11059 dated June 9, 2009, and entitled "Boundary Recombination Plat of 0.193 acres, Gardner Drive, to be conveyed to Hilton Head Christian Academy, Subdivided from Tax Parcel R510 008 000 101B 0000 Lands of the Town of Hilton Head Island," which is recorded in the Beaufort County Records in Plat Book 128 at Page 79.

AND ALSO, ALL that certain piece, parcel or tract of land situate, lying and being on Hilton Head Island, Beaufort County, South Carolina, containing 6.22 acres, more or less, and being shown as Parcel II and Access Easement on that certain Plat prepared by Coastal Surveying Co., Inc., and recorded December 28, 1995 in the Beaufort County Records in Plat Book 54 at Page 187.

LESS AND EXCEPT ALL that certain piece, parcel or tract of land situate, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 4.747 acres, more or less, and shown and described as "REVISED PARCEL B" on a plat entitled Boundary Recombination of Survey of Revised Parcel B, Gardner Drive & William Hilton Parkway, to be conveyed by the Town of Hilton Head Island, a Section of Honey Horn Plantation & Parcel II, Indigo Run Plantation," dated June 10, 2009, prepared by Surveying Consultants, Inc., certified by Terry G. Hatchell, SCRLS #11059, which is recorded in the Beaufort County Records in Plat Book 128 at Page 102.

Beaufort County TMS # R510-008-000-098A-00000 + R510-008-000-101B-0000

**Exhibit "B"**

## Site Plan



Easement section to transfer to the Town of Hilton Head is the portion running behind the following real properties: R510 008 00A 101A 0000, R510 008 00A 101B 0000, R510 008 00A 0074 0000, R510 008 00A 0073 0000, R510 008 00A 0072 0000, R510 008 00A 0072 0000, R510 008 00A 0071 0000, R510 008 00A 0070 0000, R510 008 00A 0069 0000, R510 008 00A 0068 0000.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
An ordinance to approve a lease agreement between Beaufort County and Tim Verroi
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee; October 23, 2023
<b>PRESENTER INFORMATION:</b>
Steve Parry; Deputy Airports Director 3 minutes
<b>ITEM BACKGROUND:</b>
Beaufort Executive Airport’s terminal maintains multiple office spaces available for lease. Mr. Tim Verroi has leased this office for several years. When Beaufort County formalized the standard lease rates for North and South of the Broad, the airport addressed the lease rate and drafted an updated lease agreement to meet County standards.  The DRAFT lease and legal review - <b>approved by Legal on Sep 22, 2023.</b>  Beaufort County Airports Board (BCAB) - <b>recommended approval on October 19, 2023.</b> Public Notice was published in the Sunday, October 8, 2023, edition of <i>The Beaufort Gazette</i> and <i>The Island Packet</i> .
<b>PROJECT / ITEM NARRATIVE:</b>
Tim Verroi is an aircraft owner and frequent user of the airport. He has expressed a desire to continue leasing the office space at Beaufort Executive Airport.
<b>FISCAL IMPACT:</b>
Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$145.20. The monthly base lease payments were calculated using Beaufort County’s approved, North of the broad lease rates of \$19.80 per sf. The space totals 88 sf. (88 sq ft x \$19.80/12)  Annual Expected Revenue: <b>\$1742.40</b>  The lease rates are in accordance with current Beaufort County lease policies.
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
Airport Staff recommends approval of an ordinance to approve a lease agreement between Beaufort County and Tim Verroi.
<b>OPTIONS FOR COMMITTEE MOTION:</b>
Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Tim Verroi.  Move forward to Council for Approval on November 13, 2023



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT ) REAL PROPERTY  
 LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT is made and entered into this \_\_\_day of \_\_\_\_\_ 2023, (“Lease”), by and between **Beaufort County**, a political subdivision of the State of South Carolina, (“Landlord”) and **Tim Verroi** (“Tenant”), collectively referred to as the “Parties”.

NOW, THEREFORE, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at 39 Airport Circle, Beaufort SC 29907 (Beaufort Executive Airport - Terminal), hereinafter referred to as “Premises”.

Assigned Room number: 101 Total square feet: 88

II. TERM

2.1 Term. The Lease Term shall be effective on the date of execution by the County Administrator (“Commencement Date”) and terminating at 11:59 p.m. on **June 30, 2024** (“Termination Date”).

2.2 Renewal. This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period up to **three (3)** one-year periods, unless thirty (30) days prior written notice of intent not to renew is given by either party. The terms set forth in this Paragraph shall collectively be referred to hereafter as a “Renewal Term”.

III. RENTAL PAYMENT

3.1 Payment of Rent. Tenant shall pay to Landlord One Hundred Forty-Five dollars and Twenty cents (**\$145.20**) (total square feet x **\$19.80/12**) in monthly base rental payments (“Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 9. All Rent payments shall be made in the form of check or direct deposit.

3.2 Renewal Rate. The Rent shall increase by three percent (3%) the first month of any Renewal Term. If the Renewal Term is effective after the 5<sup>th</sup> of the month, the Rent shall be prorated appropriately.

3.3 Late Payment of Rent. Any Rent not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

3.4 Triple Net Lease. The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

#### IV. **CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

4.1 *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.

4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating fixed-wing scenic air tours and flight training (“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.

4.3 *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.

4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (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.

4.4.2 *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.

4.4.3 *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,

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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.

4.4.4 *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.

4.5 *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.

**V. DESTRUCTION OR DAMAGE**

5.1 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.

5.2 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.

5.3 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.

5.4 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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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.

5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants 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 Tenants 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.

**VI. 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.

**VII. 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.

7.1 *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.

7.2 *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 (15<sup>th</sup>) calendar day of each month.

**VIII. DEFAULT**

8.1 *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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

- (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.

8.2 *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 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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

- (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.
- 8.3 *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.
- 8.4 *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.
- 8.5 *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 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.
- 8.6 *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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



**IX. 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.

**X. 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.

**XI. INSURANCE LIABILITY AND INDEMNIFICATION**

11.1 *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.

11.1.1 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.

11.2 *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.

11.3 *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.

**XII. MISCELLANEOUS PROVISIONS**

12.1 *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 (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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

Beaufort, SC 29901

AS TO TENANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 12.2 *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.
- 12.3 *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.
- 12.4 *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.
- 12.5 *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.
- 12.6 *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.
- 12.7 *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.
- 12.8 *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.
- 12.9 *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.
- 12.10 *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.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 12.12 *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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

**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

Date: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

**ORDINANCE 2023/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND TIM VERROI**

**WHEREAS**, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Tim Verroi ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space and Beaufort County approved lease policies and rates; and

**WHEREAS**, the Lessee will engage in the business of personal office space and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

**WHEREAS**, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; 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 enter into a Lease Agreement with Tim Verroi.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Tim Verroi.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



# BEAUFORT COUNTY COUNCIL

## AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
An ordinance to approve a lease agreement between Beaufort County and Beaufort Flight Training
<b>MEETING NAME AND DATE:</b>
Public Facilities and Safety Committee; October 23, 2023
<b>PRESENTER INFORMATION:</b>
Steve Parry; Deputy Airports Director 3 minutes
<b>ITEM BACKGROUND:</b>
Beaufort Executive Airport’s terminal maintains multiple office spaces available for lease. Beaufort Flight Training (BFT) has operated from this office for several years, producing revenue. When Beaufort County formalized the standard lease rates for North and South of the Broad, the airport addressed the lease rate and drafted an updated lease agreement to meet County standards.  The DRAFT lease and legal review - <b>approved by Legal on Sep 22, 2023.</b>  Beaufort County Airports Board (BCAB) - <b>recommended approval on October 19, 2023.</b> Public Notice was published in the Sunday, October 8, 2023, edition of <i>The Beaufort Gazette</i> and <i>The Island Packet</i> .
<b>PROJECT / ITEM NARRATIVE:</b>
Beaufort Flight Training (BFT) is a flight training business operating at Beaufort Executive Airport. BFT has expressed a desire to lease an available office space at Beaufort Executive Airport.
<b>FISCAL IMPACT:</b>
Beaufort Executive Airport will receive monthly income generated through lease revenue totaling \$437.25. The monthly base lease payments were calculated using Beaufort County’s approved, North of the Broad lease rates of \$19.80 per sf. The space totals 265 sf. (265 sq ft x \$19.80/12)  Annual Expected Revenue: <b>\$5247.00</b>  The lease rates are in accordance with current Beaufort County lease policies.
<b>STAFF RECOMMENDATIONS TO COMMITTEE:</b>
Staff recommends approval of an ordinance to approve the lease agreement between Beaufort County and Beaufort Flight Training.
<b>OPTIONS FOR COMMITTEE MOTION:</b>
Motion to approve/deny an ordinance to approve a lease agreement between Beaufort County and Beaufort Flight Training.  Move forward to Council for Approval on November 13, 2023

**ORDINANCE 2023/\_\_\_\_\_**

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY AND BEAUFORT FLIGHT TRAINING**

**WHEREAS**, the Beaufort Executive Airport (“Airport”) desires to enter into a lease agreement with Beaufort Flight Training ("Lessee"), that shall include reasonable lease rates based on the square footage of the leased space; and

**WHEREAS**, the Lessee will engage in the business of flight training, and desires to lease certain space owned by the County and acquire from the County certain rights and privileges in connection with its use of Airport facilities; and

**WHEREAS**, the County has the right to permit the use of the Airport facilities upon the terms and conditions hereinafter set forth and has full power and authority to enter into this Agreement; 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 enter into a Lease Agreement with Beaufort Flight Training.

**NOW, THEREFORE, BE IT ORDAINED BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the County Administrator to enter into a Lease Agreement with Beaufort Flight Training.

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2023.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

\_\_\_\_\_  
Sarah W. Brock, Clerk to Council



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF BEAUFORT ) REAL PROPERTY  
 LEASE AGREEMENT

THIS REAL PROPERTY LEASE AGREEMENT is made and entered into this \_\_\_ day of \_\_\_\_\_ 2023, (“Lease”), by and between Beaufort County, a political subdivision of the State of South Carolina, (“Landlord”) and Beaufort Flight Training (“Tenant”), collectively referred to as the “Parties”.

NOW, THEREFORE, Landlord, for and in consideration of the rents paid and to be paid, and the covenants, conditions, and stipulations to be kept and performed by Tenant, agrees to lease the Premises described herein below.

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at 39 Airport Circle, Beaufort SC 29907 (Beaufort Executive Airport - Terminal), hereinafter referred to as “Premises”.

Assigned Room number: 103 Total square feet: 265

II. TERM

2.1 Term. The Lease Term shall be effective on the date of execution by the County Administrator (“Commencement Date”) and terminating at 11:59 p.m. on **June 30, 2024** (“Termination Date”).

2.2 Renewal. This Lease may be renewed upon the mutual consent of the Parties and agreed upon in writing. Any Renewal Term shall include the same terms as this Lease and be for a period up to **three (3)** one-year periods, unless thirty (30) days prior written notice of intent not to renew is given by either party. The terms set forth in this Paragraph shall collectively be referred to hereafter as a “Renewal Term”.

III. RENTAL PAYMENT

3.1 Payment of Rent. Tenant shall pay to Landlord Four Hundred Thirty-Seven dollars and Twenty-Five cents (**\$437.25**) (**total square feet x \$19.80/12**) in monthly base rental payments (“Rent”) during the Lease Term. If occupancy begins and/or ends on any day other than the first day of a month, Rent shall be prorated for the month of commencement and/or month of termination and monthly rent collected in advance thereafter.

The first Rent payment shall be made on or before the Commencement Date. Tenant shall pay all rents due and owing, without deduction or set off, to Landlord at the address set forth in Section 9. All Rent payments shall be made in the form of check or direct deposit.

3.2 Renewal Rate. The Rent shall increase by three percent (3%) the first month of any Renewal Term. If the Renewal Term is effective after the 5<sup>th</sup> of the month, the Rent shall be prorated appropriately.

3.3 Late Payment of Rent. Any Rent not paid within five (5) days of the due date shall be deemed late and shall obligate Tenant to pay a late charge of ten percent (10%) of the sum then due.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

- 3.4 *Triple Net Lease.* The Parties agree this is a “triple net lease” and, except as otherwise provided herein, Tenant is responsible for all costs related to the Premises, together with all Improvements constructed thereon, including, without limitation, any taxes or fees, insurance and maintenance. Landlord shall have no responsibility for any such expenses unless specifically provided for herein. The Rent payable under this Lease shall be paid to Landlord without any claim on the part of Tenant for diminution, set-off or abatement and nothing shall suspend, abate or reduce any Rent to be paid hereunder.

#### IV. **CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES**

- 4.1 *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.
- 4.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating fixed-wing scenic air tours and flight training (“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.
- 4.3 *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.
- 4.4 *Tenant Improvements, Alterations, and Restorations.*

4.4.1 *Initial Improvements.* Promptly after Landlord delivers the Premises to Tenant, Tenant shall proceed to prepare the Premises and perform such improvements that are required to utilize the Premises for the Permitted Use, which shall include approved signage and marketing (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.

4.4.2 *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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

4.4.3 *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.

4.4.4 *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.

4.5 *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.

**V. DESTRUCTION OR DAMAGE**

5.1 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.

5.2 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.

5.3 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.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

5.4 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.

5.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenants 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 Tenants 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.

**VI. 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.

**VII. 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.

7.1 *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.

7.2 *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 (15<sup>th</sup>) calendar day of each month.

**VIII. DEFAULT**

8.1 *Default by Tenant.* The occurrence of any of the following shall constitute an event of default:

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

- (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.

8.2 *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 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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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.
- 8.3 *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.
- 8.4 *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.
- 8.5 *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 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.
- 8.6 *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 Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

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.

**IX. 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.

**X. 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.

**XI. INSURANCE LIABILITY AND INDEMNIFICATION**

11.1 *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.

11.1.1 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.

11.2 *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.

11.3 *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.

**XII. MISCELLANEOUS PROVISIONS**

12.1 *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 (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

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_



Copy To: Beaufort County  
Attn: Beaufort County Public Facility Director  
Post Office Box 1228  
Beaufort, SC 29901

AS TO TENANT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 12.2 *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.
- 12.3 *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.
- 12.4 *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.
- 12.5 *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.
- 12.6 *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.
- 12.7 *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.
- 12.8 *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.
- 12.9 *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.
- 12.10 *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.
- 12.11 *Time is of the Essence.* Time is of the essence of this Lease.

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_

12.12 *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

Date: \_\_\_\_\_

**TENANT:**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
By: \_\_\_\_\_  
Its: \_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

Landlord Initials \_\_\_\_\_ Tenant Initials \_\_\_\_\_