



County Council Meeting Beaufort County, SC

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

**Monday, March 10, 2025
6:00 PM**

AGENDA

COUNCIL MEMBERS:

**ALICE HOWARD, CHAIR
DAVID P. BARTHOLOMEW
LOGAN CUNNINGHAM
YORK GLOVER
LAWRENCE MCELYNN
THOMAS REITZ**

**ANNA MARIA TABERNIK, VICE-CHAIR
PAULA BROWN
GERALD DAWSON
MARK LAWSON
JOSEPH PASSIMENT**

1. CALL TO ORDER: Alice Howard, Chair
2. PLEDGE OF ALLEGIANCE AND INVOCATION: Anna Maria Tabernik, Vice-Chair
3. STATEMENT OF COMPLIANCE WITH FOIA: Alice Howard, Chair
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES – *January 13, 2025 & January 27, 2025*
6. ADMINISTRATOR'S REPORT
7. UPDATE ON THE ST. HELENA COMMUNITY GARDEN (HENRY FARM NORTH)
- [8.](#) PROCLAMATION RECOGNIZING MARCH AS DISABILITY AWARENESS MONTH
- [9.](#) **PUBLIC COMMENT PERIOD – 30 MINUTES TOTAL**
10. LIASION AND COMMITTEE REPORTS
 - Community Services Committee
 - Natural Resources Committee
 - Finance, Administration, and Economic Development Committee
 - Public Facilities Committee
11. APPROVAL OF CONSENT AGENDA
12. **ORDINANCES FOR THIRD READING:**

- a. [2025/08](#) AN ORDINANCE AMENDING ORDINANCE 2024/36, CONVEYING PROPERTY TO BEAUFORT MEMORIAL HOSPITAL FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AND MEDICAL OFFICES IN BLUFFTON, SC. LOCATED AT 333 & 335 BUCKWALTER PARKWAY **(PUBLIC HEARING)**
Vote at the First Reading on January 27, 2025 - 10:0
Vote at the Second Reading on February 10, 2025 - 9:0
- b. [2025/09](#) AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE DEVELOPMENT RIGHTS PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R300 023 000 128B 000, 128C, 128D AND ALSO KNOWN AS SEASIDE ROAD PDR **(PUBLIC HEARING)**
Vote at the First Reading on January 27, 2025 - 10:0
Vote at the Second Reading on February 10, 2025 -9:0
- c. [2025/10](#) AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R600-029-000-0054-0000 AND ALSO KNOWN AS DAVIS ROAD FEE **(PUBLIC HEARING)**
Vote at the First Reading on January 27, 2025 - 10:0
Vote at the Second Reading on February 10, 2025 - 9:0
- d. [2025/11](#) AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF S-859 LOCATED AT SC 462 AND SC 170, WHICH IS TO BE ABANDONED BY SCDOT **(PUBLIC HEARING)**
Vote at the First Reading on February 10, 2025 - 9:0
Vote at the Second Reading on February 24, 2025 - 11:0
- e. [2025/12](#) AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE TRANSFER OF RIGHT OF WAY BACK TO PROPERTY OWNERS R110 008 000 0653 0000 OR TRACT 13, PARCEL R110 008 000 0654 0000 OR TRACT 12, PARCEL R100 008 000 0656 0000 OR TRACT 10, AND PARCEL R110 008 000 0658 0000 OR TRACT 8 AS SHOWN ON EXHIBIT "A" PAGES 1-4 ASSOCIATED WITH RIBAUT ROAD SIDEWALK PROJECT IN PORT ROYAL **(PUBLIC HEARING)**
Vote at the First Reading on February 10, 2025 - 9:0
Vote at the Second Reading on February 24, 2025 - 11:0

13. ORDINANCES FOR 1st READING:

- a. [2025/13](#) AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF THE RIGHT OF WAY FOR CHEROKEE FARMS ROAD ASSOCIATED WITH A DEVELOPMENT AGREEMENT DATED DECEMBER 15, 2014
- b. [2025/14](#) ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE BIG ESTATE JENKINS COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 132 BOOKER T. WASHINGTON CIRCLE
- c. [2025/15](#) ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE YOUNG MEN’S SOCIAL CLUB AND SOUTH PINE LADIES’ UNION FOR A PORTION OF THE REAL PROPERTY LOCATED AT 242 AND 228 SCOTT HILL ROAD
- d. [2025/16](#) ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE DALE-LOBECO COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 15 COMMUNITY CENTER ROAD

14. RESOLUTIONS

- a. [2025/08](#) RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT REGARDING AFFORDABLE HOUSING
- b. [2025/09](#) RESOLUTION TO ACCEPT PALMETTO PRIDE LITTER PREVENTION GRANT IN THE AMOUNT OF \$9,654.00 FOR THE ASSISTANCE OF THE LITTER PROGRAM

- c. [2025/10](#) RESOLUTION TO COMMISSION ONE SOLID WASTE AND RECYCLING ENFORCEMENT OFFICER
- d. [2025/11](#) RESOLUTION AUTHORIZING THE DEMOLITION OF A STRUCTURE AND FUNDING FOR DEMOLITION OF A STRUCTURE ON BEAUFORT COUNTY OWNED PROPERTY LOCATED AT 2 MULLET STREET
- e. [2025/15](#) A JOINT RESOLUTION OF BEAUFORT COUNTY AND THE TOWN OF HILTON HEAD ISLAND TO REDEFINE THE US 278 CORRIDOR PROJECT (ALSO KNOWN AS THE WILLIAM HILTON PARKWAY GATEWAY CORRIDOR PROJECT) TO ALIGN WITH THE AVAILABLE FUNDING

15. ADJOURNMENT

CONSENT AGENDA

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

1. THE REAPPOINTMENTS OF THOMAS SHEAHAN, NICHOLAS MESENBURG, LESLIE FLORY, ANNE ESPOSITO, HOWARD ACKERMAN & CHRISTOPHER BUTLER TO THE AIRPORTS BOARD FOR A TWO-YEAR TERM WITH AN EXPIRATION DATE OF FEBRUARY 2027
2. THE REAPPOINTMENT OF PAUL JERNIGAN TO THE BOARD OF ASSESSMENT APPEALS FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2029

Items Originating from the Public Facilities and Safety Committee

3. CONTRACT AWARD TO WASTE MANAGEMENT OF SOUTH CAROLINA FOR RFP # 012325 MUNICIPAL SOLID WASTE DISPOSAL
4. CONTRACT AWARD TO GREEN MOUNTAIN TECHNOLOGIES FOR RFP #121024 PURCHASE, INSTALLATION, AND SERVICING OF ENCLOSED COMPOSTING VESSEL
5. REQUEST TO PURCHASE SIX WASTE COMPACTOR UNITS FOR BEAUFORT COUNTY CONVENIENCE CENTERS
6. CHANGE ORDER TO IPW CONSTRUCTION GROUP FOR IFB #120123e LAUREL BAY ROAD PATHWAY PROJECT
7. CONTRACT AWARD TO BLYTHE CONSTRUCTION FOR US HWY 278 RESURFACING IFB # 012125
8. CONTRACT AWARD TO BLYTHE CONSTRUCTION, INC. FOR BLUFFTON PARKWAY RESURFACING IFB# 01012225

END OF CONSENT AGENDA

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

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



County Council Meeting Beaufort County, SC

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

**Monday, January 13, 2025
6:00 PM**

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting <https://beaufortcountysc.new.swagit.com/videos/325569>

1. CALL TO ORDER

Chairman Howard called the meeting to order at 6:00PM

PRESENT

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

ABSENT

Council Member Mark Lawson

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chairman Howard led the Pledge of Allegiance and gave the Invocation.

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

Chairman Howard stated that public notice of this meeting had been given in compliance with FOIA.

4. APPROVAL OF AGENDA

Motion: made by Council Member Brown, Seconded by Council Member Dawson to approve the agenda.

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

5. PROCLAMATION RECOGNIZING MEDICOLEGAL DEATH INVESTIGATION PROFESSIONALS' WEEK

Vice-Chair Tabernik presented a proclamation to the Beaufort County Coroner's office recognizing Medicolegal Death Investigation Professionals Week.

6. ADMINISTRATOR'S REPORT

Please watch the video stream on the county's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/325569>

7. COMMITTEE REPORTS

Chair Howard announced the 2025 and 2026 County Council Committee Assignments.

8. PUBLIC COMMENT PERIOD

Citizen comments were taken.

9. THIRD READING OF AN ORDINANCE AMENDING BUDGET ORDINANCE 2024/25, TO REFLECT THE APPROVAL OF USE OF GENERAL FUND -FUND BALANCE FOR \$3,300,000 FOR FLEET SERVICES VEHICLE AND EQUIPMENT PURCHASES.

Motion: made by Council Member Cunningham, Seconded by Council Member Glover to approve the third reading of an ordinance amending budget ordinance 2024/25 to reflect the approval of the use of general fund fund balance for \$3,300,000 for fleet services vehicle and equipment purchases.

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

10. SECOND READING OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION A.6.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE COMMUNITY PRESERVATION DISTRICT (DCP) AND SECTION A.7.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE MIXED USE DISTRICT (DMU)

Motion: It was moved by Council Member Glover, Seconded by Council Member Cunningham to approve public hearing and second reading of an ordinance amending the community development code (CDC): section A.6.40 (permitted activities) to allow lodging: Short-Term Housing Rental (STHR) in Dale Community Preservation District (DCP) and Section A.7.40 (Permitted Activities) to allow Lodging: Short Term Housing (STHR) in Dale Mixed Use District (DMU).

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

11. SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT-OF-WAY OR TEMPORARY CONSTRUCTION EASEMENTS ON REAL PROPERTY ASSOCIATED WITH THE STUART POINT ROAD SIDEWALK PROJECT

Motion: It was moved by Council Member Brown, Seconded by Council Member Glover to approve public hearing and second reading of an ordinance authorizing the county administrator to execute any and all

necessary documents for the acceptance of Right of Way or temporary construction easements on real property associated with the Stuart Point Road Sidewalk Project.

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

12. SECOND READING OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH MITCHELVILLE PRESERVATION PROJECT, INC. FOR SUITE 134 AND SUITE 142 OF THE COUNTY-OWNED OFFICE BUILDING LOCATED AT 539 WILLIAM HILTON PARKWAY ON HILTON HEAD ISLAND

Motion: It was moved by Council Member Reitz, Seconded by Council Member Glover to approve public hearing and second reading of an ordinance authorizing the county administrator to enter into a lease agreement with Mitchelville Preservation Project, Inc. for suite 134 and suite 142 of the County-Owned Office Building located at 539 William Hilton Parkway on Hilton Head Island.

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

13. SECOND READING OF AN ORDINANCE TO INVEST \$4,300,000 FROM THE GENERAL FUND - FUND BALANCE IN AN INFRASTRUCTURE DEVELOPMENT PROJECT AT BEAUFORT EXECUTIVE AIRPORT (ARW) TO FUND CONSTRUCTION OF AIRCRAFT HANGERS

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Cunningham to postpone public hearing and second reading of an ordinance to invest \$4,300,000 from the General Fund - Fund Balance in an infrastructure development project at Beaufort Executive Airport (ARW) to fund construction of aircraft hangers.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Cunningham, Council Member Dawson, Council Member Glover, Council Member Passiment, and Council Member Reitz. **Voting Nay:** Council Member McElynn. The motion passed 9:1.

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

Motion: It was moved by Council Member Dawson, Seconded by Council Member Glover, to approve first reading of an ordinance placing land purchased by Project Micro into an existing multi-county industrial park agreement.

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

15. FIRST READING OF AN ORDINANCE FOR BEAUFORT COUNTY TO ENTER INTO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH PROJECT MICRO

Motion: It was moved by Council Member Dawson, Seconded by Council Member Cunningham to approve first reading of an ordinance for Beaufort County to enter into a special source revenue credit agreement with Project Micro.

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

16. EXECUTIVE SESSION

Motion: It was moved by Council Member Cunningham, Seconded by Vice-Chair Tabernik to go into executive session for the following reasons:

- *Pursuant To S.C. Code Section 30-4-70(A)(2) receipt of legal advice where the legal advice relates to pending litigation (Beaufort County V Mashburn Et Al [Buckwalter Rec Center])*
- *Pursuant To S.C. Code Section 30-4-70(A)(2) receipt of legal advice where the legal advice relates to pending litigation (Beaufort County Et Al V Airbnb [short-term rental and business license litigation])*
- *Pursuant To S.C. Code Section 30-4-70(A)(2) receipt of legal advice where the legal advice relates to pending litigation (Beaufort County V David Coleman)*
- *Pursuant To S.C. Code Section 30-4-70(A)(2) receipt of legal advice where the legal advice relates to matters covered by the attorney-client privilege (discussion related to privileged communications by county attorneys with staff and council)*

The Vote – Motion was approved without objection.

17. MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Council Member McElynn, Seconded by Council Member Dawson that council accept the settlement offer and authorize the county administrator to execute a settlement agreement and the amount discussed in executive session to settle a lawsuit against Airbnb for their failure to collect and remit local accommodations, taxes and business license fees related to short term rentals in rural Beaufort County and that the pro-rated amounts that Beaufort County receives be apportioned and distributed as follows: 90% to local A-Tax and deposited into the local tax account and 10% to the business license fees and deposited into the general fund.

The Vote – Motion passed without objection.

Motion: It was moved by Council Member Cunningham, Seconded by Council Member Bartholomew that council accept the offer by our outside counsel Thurmond, Kirchner, & Timbes, PA to amend our fee agreement and authorize the county administrator to execute the amended fee agreement as it relates to the lawsuit against Airbnb for their failure to collect and remit local accommodations taxes and business license fees related to short term rentals in rural Beaufort County.

The Vote – Motion passed without objection.

Motion: It was moved by Council Member Bartholomew, Seconded by Vice-Chair Tabernik that council waive their attorney-client privilege for legal advice received in email communications between June 2021 and August 2023 from our county attorneys and/or retained attorneys to county administration, Council or both with the exception of matters that involve active litigation or matters that involve mediation or settlement negotiations and that all of these communications be provided to the state ethics commission pursuant to the subpoenas dated February 27, 2024 and their renewed request in December 2024.

The Vote – Motion was approved without objection.

18. ADJOURNMENT

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:



County Council Meeting Beaufort County, SC

Hilton Head Library, 11 Beach City Road, Hilton Head, SC 29926

Monday, January 27, 2025

6:00 PM

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting <https://beaufortcountysc.new.swagit.com/videos/326881>

1. CALL TO ORDER

Chair Howard called the meeting to order at 6:00PM

PRESENT

Chair Alice Howard

Vice-Chair Anna Maria Tabernik

Council Member David P. Bartholomew

Council Member Paula Brown

Council Member Gerald Dawson (virtual)

Council Member York Glover

Council Member Mark Lawson

Council Member Lawrence McElynn

Council Member Joseph F. Passiment (virtual)

Council Member Thomas Reitz

ABSENT

Council Member Logan Cunningham

2. PLEDGE OF ALLEGIANCE AND INVOCATION

Chair Howard led the Pledge of Allegiance and gave the Invocation.

3. STATEMENT OF COMPLIANCE WITH FOIA

Chair Howard stated that public notice of this meeting had been given in compliance with FOIA.

4. APPROVAL OF AGENDA

Motion: It was moved by Vice-Chair Tabernik, Seconded by Council Member Bartholomew to approve the agenda.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion passed 10:0.

5. APPROVAL OF MINUTES

Motion: It was moved by Council Member Brown, Seconded by Vice-Chair Tabernik to approve the minutes of December 9, 2024.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion passed 10:0.

6. ADMINISTRATOR'S REPORT

Please watch the video stream on the county's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/326881>

7. CITIZEN COMMENTS PERIOD – 30 MINUTES TOTAL

Citizen Comments were taken.

8. LIASION AND COMMITTEE REPORTS

Please watch the video stream on the county's website to view the full report.

<https://beaufortcountysc.new.swagit.com/videos/326881>

9. APPROVAL OF CONSENT AGENDA

Motion: It was moved by Council Member Brown, Seconded by Vice-Chair Tabernik to approve the following items on the consent agenda:

- Approval of a task order to J.H. Hiers, Inc. of Beaufort, SC, for the Hickory Hill drainage improvements project.
- Approval of a task order to J.H. Hiers, Inc. of Beaufort, SC, for tuxedo park detention pond rehabilitation project.
- Contract award to Mitchell Brothers Inc. for IFB # 111924 construction/renovation of the administration building and county council chambers. Contract award to Beaufort Construction of SC, LLC for IFB# 101824 Bluffton Community Center renovation.
- Mitchell Brothers Construction, Inc., was awarded the contract for the renovation of IFB #101724, Booker T. Washington community center.
- Contract award to Fraser Construction and Court Atkins Group for IFB #061824 station 39 for the design portion of this design/build project.
- Contract award to C.E. Bourne & Co Inc for IFB #050824- detention center stucco repair and painting
- Sole source contract award To Pavement Technology Inc. For year 8 rejuvenator.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment and Council Member Reitz. Motion passed 10:0.

10. 2025/02 AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION A.6.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE COMMUNITY PRESERVATION DISTRICT (DCP) AND SECTION A.7.40 (PERMITTED ACTIVITIES) TO ALLOW LODGING: SHORT-TERM HOUSING RENTAL (STHR) IN DALE MIXED USE DISTRICT (DMU)

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Glover to approve ordinance 2025/02 for the following reasons: ONE, IT IS CONSISTENT WITH THE GOALS, OBJECTIVES, and policies of the comprehensive plan. Two, it is not in conflict with any provision of this development code or the code of ordinances. It does address a demonstrated community need. It is consistent with the purpose and intent of the zones in this development code or would improve compatibility among uses and ensure efficient development within the county. It would result in a logical and orderly development pattern, and it would not result in adverse impacts on the natural environment,

including but not limited to water, air, noise, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the environment.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. **Voting Abstaining:** Council Member Dawson. The motion passed 9:0:1

11. 2025/03 AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT-OF-WAY OR TEMPORARY CONSTRUCTION EASEMENTS ON REAL PROPERTY ASSOCIATED WITH THE STUART POINT ROAD SIDEWALK PROJECT

Motion: It was moved by Council Member Brown, Seconded by Council Member Bartholomew to approve Beaufort County Ordinance 2025/03.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. Motion passed 10:0.

12. 2025/04 AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH MITCHELLEVILLE PRESERVATION PROJECT, INC. FOR SUITE 134 AND SUITE 142 OF THE COUNTY-OWNED OFFICE BUILDING LOCATED AT 539 WILLIAM HILTON PARKWAY ON HILTON HEAD ISLAND

Motion: It was moved by Council Member Reitz, seconded by Council Member Bartholomew to approve Beaufort County Ordinance 2025/04.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion passed 10:0.

13. 2025/06 AN ORDINANCE PLACING LAND PURCHASED BY PROJECT MICRO INTO AN EXISTING MULTI-COUNTY INDUSTRIAL PARK

Motion: It was moved by Council Member Brown, Seconded by Council Member Glover to approve second reading of Beaufort County Ordinance 2025/06.

To watch the full discussion of this item, please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/326881>

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, and Council Member Reitz. Council Member Passiment did not vote. The motion Passed 9:0

14. 2025/07 AN ORDINANCE FOR BEAUFORT COUNTY TO ENTER INTO A SPECIAL SOURCE REVENUE CREDIT AGREEMENT WITH PROJECT MICRO

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Glover to approve second reading of Beaufort County Ordinance 2025/07.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion passed 10:0.

15. 2025/08 AN ORDINANCE AMENDING ORDINANCE 2024/36, CONVEYING PROPERTY TO BEAUFORT MEMORIAL HOSPITAL FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AND MEDICAL OFFICES IN BLUFFTON, SC. LOCATED AT 333 & 335 BUCKWALTER PARKWAY

Motion: It was moved by Council Member Bartholomew, Seconded by Council Member Lawson to approve first reading of Beaufort County Ordinance 2025/08.

To watch the full discussion of this item, please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/326881>

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion passed 10:0.

16. 2025/09 AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE DEVELOPMENT RIGHTS PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R300 028 000 128B 000, 128C, 128D AND ALSO KNOWN AS SEASIDE ROAD PDR

Motion: It was moved by Council Member Glover, Seconded by Council Member Bartholomew to approve first reading of Beaufort County Ordinance 2025/09

To watch the full discussion of this item, please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/326881>

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion passed 10:0.

17. 2025/10 AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R600-029-000-0054-0000 AND ALSO KNOWN AS DAVIS ROAD FEE

Motion: It was moved by Council Member Glover, Seconded by Vice-Chair Tabernik to approve first reading of Beaufort County Ordinance 2025/10.

To watch the full discussion of this item, please click the link below.

<https://beaufortcountysc.new.swagit.com/videos/326881>

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Dawson, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion passed 10:0.

18. 2025//01 A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO THE TOWN OF HILTON HEAD ISLAND FOR THEIR PROCUREMENT OF FEE SIMPLE REAL PROPERTY LOCATED ON HILTON HEAD ISLAND, KNOWN AS THE JONESVILLE ROAD TRACT (PIN# R510 007 000 0091 0000), NOT TO EXCEED THE APPRAISED VALUE OF THE PROPERTY

Council Member Dawson left the meeting.

Motion: It was moved by Council Member Reitz, Seconded by Council Member Glover to approve Beaufort County Resolution 2025/01.

Motion to Amend: It was moved by Council Member Reitz, Seconded by Vice-Chair Tabernik to add the language and shall require that any funds received from grants, private, federal, or state funding be used

solely to reimburse the expenditure of the green space program and to allow staff to work with the applicant for grants and for the applicant to cooperate with the county as the owner to do the purchase.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Lawson, Council Member McElynn, and Council Member Reitz. Council Member Passiment did not vote due to technical errors. The motion to amend passed 8:0.

Main Motion: It was moved by Council Member Reitz, Seconded by Council Member Glover to approve Beaufort County Resolution 2025/01 as amended.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion to amend passed 9:0.

19. **2025/02 A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE DOCUMENTS NECESSARY AND TO PROVIDE FUNDS TO CONTRIBUTE TO THEIR PROCUREMENT OF FEE SIMPLE REAL PROPERTY LOCATED ON HILTON HEAD ISLAND, KNOWN AS THE WILLIAM HILTON PARKWAY TRACTS (PIN# R511 007 000 0060 0000, R511 007 000 060C 0000, R511 007 000 060A 0000, R511 007 000 060B 0000, R511 007 000 192E 0000, R511 007 000 192C 0000), NOT TO EXCEED THE APPRAISED VALUE OF THE PROPERTY (\$1,464,200) AND THAT ANY FUNDS RECEIVED FROM FUTURE RIGHT-OF-WAY ACQUISITION GO BACK TO THE GREEN SPACE PROGRAM FUND**

Motion: It was moved by Council Member Glover, Seconded by Council Member Reitz to approve Beaufort County Resolution 2025/02.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion passed 9:0.

20. **2025/03 A RESOLUTION TO ACCEPT FUNDING PURSUANT TO SOUTH CAROLINA ACT 226 FY 2024-2025 STATE APPROPRIATIONS ACT IN THE AMOUNT OF \$1,200,000 FOR THE ALLJOY BOAT LANDING IMPROVEMENT PROJECT**

Motion: It was moved by Council Member Lawson, Seconded by Council Member Brown to approve Beaufort County Resolution 2025/03.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment and Council Member Reitz. The motion passed 9:0.

21 EXECUTIVE SESSION

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

- Pursuant To S.C. Code Section 30-4-70(A)(2) receipt of legal advice where the legal advice relates to pending litigation (Cheryl A. Munday and Margaret Devine V. Beaufort County Detention Center)
- PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2) receipt of legal advice where the legal advice relates to pending litigation (Sandra Scheper V. Beaufort County Parks and Recreation)

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment, and Council Member Reitz. The motion passed 9:0.

22. MATTERS ARISING OUT OF EXECUTIVE SESSION

Motion: It was moved by Council Member McElynn, Seconded by Vice-Chair Tabernik that council accept and approve the settlement agreement in the matter Sandra Scheper V. Beaufort County Parks and Recreation and authorize the county administrator to execute all necessary documents related to the settlement agreement reached in mediation on January 22nd, 2025.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Lawson, Council Member McElynn, Council Member Passiment and Council Member Reitz. The motion passed 9:0.

Motion: It was moved by Council Member Brown, Seconded by Council Member Bartholomew that Council authorize the deputy county attorney and our outside counsel for the case of Cheryl Mundy et al. Versus Beaufort County to negotiate a settlement for an amount, as discussed in executive session, and the county administrator be authorized to execute a settlement agreement in this case for an amount, as discussed in executive session number two. Additionally, I move that Council authorize the deputy county attorney and our outside counsel for the case of Beaufort County versus Sky Surf to negotiate a settlement for the terms as discussed and in executive session and that the county administrator be authorized to execute a settlement agreement in this case for the terms as discussed in executive session.

The Vote - Voting Yea: Chair Howard, Vice-Chair Tabernik, Council Member Bartholomew, Council Member Brown, Council Member Glover, Council Member Lawson, Council Member McElynn, and Council Member Passiment. **Voting Nay:** Council Member Reitz. The motion passed 8:1.

23. ADJOURNMENT

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

Sarah W. Brock, Clerk to Council
Ratified:

~ Proclamation ~

Whereas, more than 500,000 South Carolina residents and families are impacted by severe lifelong disabilities, including autism, traumatic brain injury, spinal cord injury, and intellectual related disability without regard to color, culture, geography, age, or economic class; and

Whereas, people with lifelong disabilities are productive citizens, neighbors, and family members deserving of respect and opportunity for economic self-sufficiency, independence, and personal growth; and

Whereas, we recognize, with heartfelt gratitude and appreciation, the caregivers who selflessly provide physical and emotional support to Beaufort County's residents with disabilities and special needs; and

Whereas, the 2025 observance of Disabilities Awareness Month celebrates the successful partnership between people with disabilities and without, as well as the increasing involvement of people with disabilities in education, employment, and community activities.

Now, therefore be it resolved, that Beaufort County Council does hereby proclaims

“March 2025 as Disabilities Awareness Month”



Dated this 10th day of March 2025.

Alice Howard, Chair
Beaufort County Council

CITIZEN COMMENTS

County Council
March 10, 2025

FULL NAME

PHONE # or EMAIL

ADDRESS

- | | FULL NAME | PHONE # or EMAIL | ADDRESS |
|-----|-----------------------------------|-------------------------|---------------------------------|
| ✓1. | SKIP HOAGLAND | 843-384-7260 | HILTON HEAD |
| ✓2. | LYNN G MCKEY | 949-616-4664 | BLANCKTON |
| 3. | ANDREW J. WILSON | 714-211-1212 | BEAUFORT, K12-SC, US |
| ✓4. | DICK GEIER | 678-575-5318 | RICHARD A. GEIER |
| ✓5. | Charles Perry | | |
| ✓6. | Mike GARRIGAN ^{Garrigan} | | garriganme@yahoo.com |
| ✓7. | GARY W. TAYLOR | 843-263-0252 | |
| ✓8. | William Smith | | |
| 9. | | | |
| 10. | | | |
| 11. | | | |
| 13. | | | |
| 14. | | | |
| 15. | | | |
| 16. | | | |

SOUTH CAROLINA LIMITED POWER OF ATTORNEY

I, **LYNN GREELEY**, who's address is: **8 Wax Myrtle Lane, Hilton Head, SC 29926**, hereby appoints **SKIP HOAGLAND**, my true and lawful agent and attorney in fact to act in my name and behalf for the following specific acts **for the Bluffton and Hilton and Town Council and Beaufort County Council meetings for the 3- minute comments, Skip Hoagland will speak my 3-minutes for me for the next year from present to January 1, 2026.**

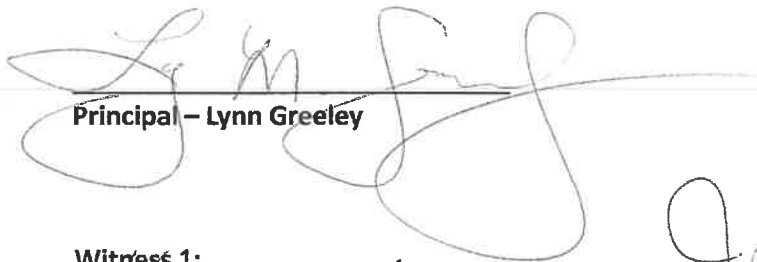
The authority here in shall include such incidental acts as are reasonably required to carry out and authority the specific authorities granted herein.

My attorney-in-fact agrees to accept this appointment subject to its terms, and agrees to act an perform in said fiduciary capacity consistent with my best interest, as my attorney-in-fact in its discretion deems advisable.

This power of attorney is effective upon execution. This power of attorney may be revoked by me at any time, and shall automatically be revoked upon my death, provided any person relying on this power of attorney shall have full rights to accept and reply upon the authority of my attorney in fact until in receipt of actual notice of revocation.

Per Code of Laws – Title 62 – Article 8, South Carolina Uniform Power of Attorney Act.

State of South Carolina. County of Beaufort

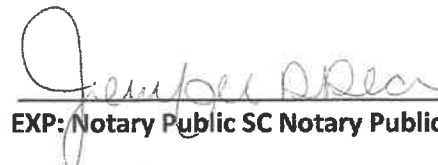

Principal – Lynn Greeley



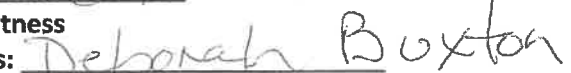
Witness 1:


Karla Callow


Print Name

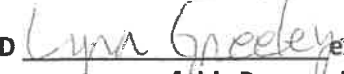

EXP: Notary Public SC Notary Public Witnessed My Commission Expires June 9, 2030


First Witness and the 2nd

Witness:  Deborah Buxton

Witness 2: 
Deborah Buxton

Print Name  Deborah Buxton

AND  execute
The acceptance of this Power of Attorney Doc

This 10 day of January 2025



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 13.

ITEM TITLE:
RECOMMEND APPROVAL OF AN AMENDMENT TO ORDINANCE 2024/36, CONVEYING PROPERTY TO BEAUFORT MEMORIAL HOSPITAL FOR THE DEVELOPMENT OF AFFORDABLE HOUSING AND MEDICAL OFFICES IN BLUFFTON, SC. LOCATED AT 333 & 335 BUCKWALTER PARKWAY.
MEETING NAME AND DATE:
Community Services and Land Use Committee, JANUARY 13, 2025
PRESENTER INFORMATION:
Russel Baxley, BMH CEO & Hank Amundson, Special Assistant to the County Administrator (10 mins.)
ITEM BACKGROUND:
<p>In 2023, County Council approved the purchase of the 10.1 +/- acres located at 333 & 335 Buckwalter Parkway for the purpose of facilitating the development of affordable/workforce housing. (See Ordinance Attached)</p> <p>In late 2023, with communication and assistance from the Town of Bluffton, the County began the process of partnering with Beaufort Memorial Hospital in this effort, as BMH has taken a leadership role in workforce housing in an effort to help their own workforce. Additionally, the Town desires increased access to healthcare/medical services for its residents, so the partnership seemed to be a perfect one.</p> <p>As an additional support to the project, the seller, St. Andrew By-the-Sea United Methodist Church discounted the properties purchase price in order to help make the development feasible.</p> <p>Beaufort Memorial Hospital then applied for Low Income Housing Tax Credits from the State of South Carolina in late 2023/early 2024. They have now been awarded these credits, making the project viable.</p> <p>The Town has assisted the County in the process of working toward acquiring Residential Dwelling Units for the property from the Town's bank as they continue to express support for the project producing workforce housing units, improved access to healthcare services, and the reduction on commercial units on the site.</p> <p>The project has continued to progress, however, the language in our original ordinance to convey was a bit vague. BMH has requested some minor changes to the conveyance requirements to facilitate moving this project to reality.</p>
PROJECT / ITEM NARRATIVE:
<p>The proposed amendment takes the period of restriction to 30 years and spells out what happens if there is a failure to comply. Mr. Baxley will explain in person.</p> <p>These changes help ensure the project's viability and still protect the county's financial interest.</p>
FISCAL IMPACT:
<i>This amendment to the ordinance conveying property has no fiscal impact.</i>
STAFF RECOMMENDATIONS TO COUNCIL:
<i>Staff recommends approval of an amendment to the ordinance to convey the property to Beaufort Memorial Hospital for the development of affordable/workforce housing.</i>

OPTIONS FOR COUNCIL MOTION:

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

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

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

ORDINANCE 2025/_____

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

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

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

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

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

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

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

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

DONE this ____ day of _____ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Alice Howard, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 14.

ITEM TITLE:
RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE DEVELOPMENT RIGHTS PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R300 028 000 128B 000, 128C, 128D AND ALSO KNOWN AS SEASIDE ROAD PDR
MEETING NAME AND DATE:
Community Services and Land Use Committee, January 13, 2025
PRESENTER INFORMATION:
Amanda Flake, Natural Resource Planner
ITEM BACKGROUND:
Rural and Critical Land Preservation Board recommended approval for due diligence on 11/9/23, CSLU recommended due diligence January 8, 2024, RCLP recommended purchase of PDR/Conservation easement on 11/14/24
PROJECT / ITEM NARRATIVE:
Seaside Road PDR is recommended for purchased conservation easement. Seaside Road PDR would protect 9.36 acres of active farmland, inland marsh migration and farming corridor off Seaside Road, near Club Bridge road and existing protected property (Sanders, Longwood).
FISCAL IMPACT:
\$374,000 Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 4500)
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval
OPTIONS FOR COUNCIL MOTION:
Motion to approve PDR/Conservation Easement on Seaside Road Motion to modify PDR/Conservation Easement on Seaside Road Motion to reject PDR/Conservation Easement on Seaside Road If approved by committee, move to County Council on January 27, 2025 for first reading

ORDINANCE 2025/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS# R300 023 000 128B 0000, 128C, 128D AND ALSO KNOWN AS SEASIDE ROAD PDR.**

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the development rights on property currently identified as TMS# R300 023 000 128B 0000, 128C, 128D of +/- 9.36 acres and also known as Seaside Road PDR; collectively hereinafter “Seaside Road” and

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

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

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

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

WHEREAS, the proposed purchase of Seaside Road was presented to the Community Services and Land Use Committee on January 13, 2025 meeting at which time it was referred to County Council; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to execute the necessary documents for the purchase of development rights on Seaside Road;

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding up to \$374,000 plus closing costs for the purchase of development rights on real property identified as TMS# R300 023 000 128B 0000, 128C, 128D and also known as Seaside Road.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

THIS GRANT OF CONSERVATION EASEMENT (hereinafter “Easement”) is made this _____ day of _____, by Luke Inabinett (hereinafter “**Grantor**”, having an address at 1034 Seaside Road, St Helena South Carolina 29920 in favor of the Beaufort County Open Land Trust (hereinafter “**Grantee**”), a South Carolina charitable corporation and a publicly supported corporation organized and operated under §501(c)(3) of the Internal Revenue Code of 1986, as amended (hereinafter the “Code”) and not a private foundation under Code §509, with a business address at P. O. Box 75, Beaufort, SC 29901.

WHEREAS, **Grantor** is the sole owner in fee simple of certain real property known as “Seaside Road” containing approximately nine and thirty six hundredths (9.36) acres, identified as a portion of Beaufort County TMS# R200 023 000 128C 0000, R300 023 000 128B 0000, R300 023 000 128D more particularly described in Exhibits “A” and incorporated herein by this reference (hereinafter the “Protected Property”); and

WHEREAS, the Protected Property possesses significant ecological and natural resources, and open space and scenic value, and historic or cultural values of great importance to **Grantor**, to **Grantee** and to the people of South Carolina and this nation, the protection of which will yield significant public benefit; and

WHEREAS, in particular, the Protected Property in its existing relatively natural condition contributes very little nonpoint source pollution to the adjacent creeks and waterways due unobstructed wetlands and uplands surrounding all watercourses that provide for nutrient uptake and sediment deposition as well as the low percentage of impervious surface that reduces sources of pollution and nutrient loading; and

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

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

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

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

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

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

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

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

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

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

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

WHEREAS, the Protected Property has approximately xx acres of Soils of Statewide Importance as determined by USDA National Resources Conservation Service; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the "SC Code") §48-59-10, et. Seq. (The South Carolina Conservation Bank Act of 2002) (hereinafter the "Bank"), South Carolina recognizes "There is a critical need to fund the preservation of, and public access to, wildlife habitats, outstanding natural areas, sites of unique ecological significance, historical sites, forestlands, farmlands, watersheds, and open space, and urban parklands as an essential element in the orderly development of the State" and "The protection of open space by acquisition of interests in real property from willing sellers is essential to ensure that the State continues to

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

WHEREAS, the specific Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, are summarized hereunder and documented in a report on file at the **Grantee’s** office and incorporated herein by this reference (hereinafter the “Baseline Documentation”) and attached as Exhibit B, which consists of maps, reports and photographs (including aerial imagery and on-site photographs taken by a representative of the **Grantee**), and property review occurs prior to easement, and the parties agree that the Baseline Documentation provides, collectively, an accurate representation of the Protected Property at the time of this Easement and is intended to serve as an objective point of reference from which **Grantee** shall monitor and enforce compliance with the terms of this Easement; and

WHEREAS, **Grantor** believes that through this Easement, the natural resources, habitat, beauty and unique ecological character of the Protected Property can be protected in a manner that permits continuing private ownership of land and its continued use and enjoyment; and

WHEREAS, **Grantor** intends to preserve and protect the Conservation Values, as detailed in the Recitals above and outlined in Paragraph 1 below, in perpetuity; and

WHEREAS, **Grantor** is willing to forego forever the right to fully exploit the financial potential of the Protected Property by encumbering the Protected Property with this Easement; and

WHEREAS, by act of the General Assembly of the State of South Carolina, as enacted in South Carolina Code Ann. (1976, as amended) (hereinafter the “SC Code”) §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991) (hereinafter the “Act”), South Carolina recognizes and authorizes the creation of conservation restrictions and easements; and

WHEREAS, this Easement contains the conservation purposes pursuant to the Act, as outlined therein and stated below:

- (A) “retaining or protecting natural, scenic, or open-space aspects of real property”;
- (B) “ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use”;
- (C) “protecting natural resources”;
- (D) “maintaining or enhancing air or water quality” and

WHEREAS, **Grantor** and **Grantee** recognize the natural, scenic, aesthetic, and special character and opportunity for enhancement of the Protected Property, and have the common purpose of the conservation and protection in perpetuity of the Protected Property pursuant to Code §170(h) and in the regulations promulgated thereunder by the United States Department of the Treasury (hereinafter “Treasury Regulations”) as follows:

(I) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(I) for the scenic enjoyment of the general public which will yield a significant public benefit, including the opportunities for scenic enjoyment and the public benefits described in the recitals to this Easement; and

(II) Preservation of open space (including farmland and forest land) within the meaning of Code §170(h)(4)(A)(iii)(II) pursuant to clearly delineated Federal, state, or local governmental conservation policies which will yield a significant public benefit, including the policies and public benefits described in the recitals to this Easement;

WHEREAS, **Grantor** and **Grantee** agree these purposes can be accomplished by the **Grantor** voluntarily placing perpetual restrictions upon the use of the Protected Property and by providing for the transfer from the **Grantor** to the **Grantee** of affirmative rights for the protection of the Protected Property so as to be considered a “qualified conservation contribution” as such term is defined in Code §170(h) and the Treasury Regulations promulgated thereunder; and

WHEREAS, the **Grantee** is a corporation of which its purposes and powers include one or more of the purposes set forth in SC Code §27-8-20(1); and **Grantee** is a holder of conservation easements as conservation easements are defined by the Act; and, **Grantee** is a publicly supported, tax-exempt, nonprofit corporation organized and operated under Code §501(c)(3) dedicated to the preservation of the irreplaceable natural and historical resources of the South Carolina Lowcountry landscape by protecting significant lands, waters and vistas and is not a private foundation under Code §509;

NOW, THEREFORE, in consideration of the above and three hundred and seventy four thousand dollars (\$374,000) and in further consideration of the mutual covenants, terms, conditions and restrictions contained herein, and pursuant to §§170(h) and 2031(c) of the Code and pursuant to the laws of the State of South Carolina, the **Grantor** hereby voluntarily grants and conveys to **Grantee** this Easement in perpetuity over the Protected Property of the nature and character and to the extent hereinafter set forth. **Grantor** herein declares that the Protected Property shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, and restrictions hereinafter set forth, which covenants, conditions, and restrictions shall be deemed to run with the land in perpetuity and to be a burden on the Protected Property in perpetuity.

1. Purpose. The purpose of this Easement (hereinafter the “Purpose”) is to protect the Conservation Values (detailed in the Recitals above and outlined below) and to preserve the Protected Property for the continuation of historic and traditional uses and activities, as well as other limited uses, provided no such uses significantly impair or degrade the Conservation Values. The Conservation Values of the Protected Property include the following:

- 1) Relatively natural habitat and biological diversity,
- 2) Open space for agricultural or forestry use,

- 3) Preservation or enhancement of downstream water quality in Station Creek, and the St Helena Sound;
- 4) Scenic views of the Protected Property from Seaside Road and public vantage points.

The protection of these Conservation Values by stewardship, enforcement, and monitoring in perpetuity is set forth in this Easement.

This Purpose is to ensure that the Protected Property will be retained in perpetuity predominantly in its relatively natural and scenic condition for conservation purposes and to prevent any use of the Protected Property that would significantly impair or interfere with the Conservation Values of the Protected Property, while allowing for limited low-impact rural residential, recreational, agricultural, forestry and other open-space uses of the Protected Property that are compatible with and not destructive of those Conservation Values. It is the intent of the parties that Grantor will not perform, nor knowingly allow others to perform, any act on or affecting the Protected Property that is inconsistent with the Purpose of this Easement. Grantor understands that nothing in this Easement relieves Grantor of any obligation or restriction on the use of the Protected Property imposed by law.

2. Definitions. For the purposes of this Easement, **Grantor** and **Grantee** agree that those bold-faced terms that appear throughout this Easement shall be defined as follows:

Agricultural Activities shall be defined as activities directly related to the production of plant or animal products on the Protected Property including crop production, animal husbandry, floriculture and horticulture, in a manner that preserves the long-term productivity of the soil. Permitted activities shall not include **Feedlots**, intensive livestock production facilities nor any type of large-scale operation where animals are unnecessarily confined to maximize intensive large-scale production; however, non-intensive small-scale farming uses for the benefit of **Grantor**, **Grantor's** family or local agriculture shall be allowed which may include fences, pens and similar containment methods. Notwithstanding the above, commercial aquaculture and/or mariculture activities must have **Approval**.

Agricultural Structure shall be defined as any building designed to be used or currently used in conjunction with permitted **Agricultural Activities** or **Forest Management Practices**, not including any structure used as a dwelling for human beings.

Approval shall be defined as the prior written consent of the **Grantee** to permit **Grantor** to exercise certain rights described in Paragraphs 4 and 5, or to undertake any activity otherwise permitted as described in Paragraph 10. The rationale for requiring the **Grantor** to receive **Approval** is to afford **Grantee** an adequate opportunity to evaluate the activities in question to confirm if they are designed and will be carried out in a manner that is not inconsistent with the Purpose of this Easement. **Approval** does not relieve **Grantor** of the obligation to obtain all other necessary permits, consents and approvals.

Building Height shall be measured, for the purposes of any permitted Residential Structure, from ground elevation or the legal building elevation within a Federal Emergency Management Agency (or successor agency) flood zone, whichever is greater, to the top of the highest structural component, excluding chimneys, antennas and weather vanes.

Conservation Values shall mean those values outlined in recitals to this Easement.

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

Feedlot shall be defined as any confined area or facility for feeding livestock for commercial purposes, or within which the land is not grazed or cropped at least annually, or which is used to receive livestock that have been raised off the Protected Property for feeding and fattening for market.

Forest Management Plan shall be defined as a written plan subject to periodic updates, on file with the **Grantee** and agreed upon by both **Grantor** and **Grantee**, which outlines **Forest Management Practices** on the Protected Property. The **Forest Management Plan** shall be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Forest Management Practices shall be defined as the production, improvement and maintenance of pine and hardwood forest lands for timber production and commercial harvesting, wildlife management, aesthetics or any other purpose. **Forest Management Practices** include silvicultural practices, which are used to control the establishment, growth, composition, health, quality and utilization of forestlands for multiple-use purposes and include, but are not limited to, harvesting, thinning, reforestation, competition control, prescribed fire or fire breaks. **Forest Management Practices** shall follow best management practices of the SC Forestry Commission or successor agency and be compatible with the terms of this Easement and shall not significantly impair or degrade any of the Conservation Values of the Protected Property at the property level.

Grantee shall be defined as the above-named §501(c)(3) South Carolina charitable corporation, designated as the holder of this Easement, and its successors and assigns.

Grantor shall be defined as the original donor of this Easement and his (or her, their or its) personal representatives, heirs, successors, assigns, and subsequent owners of record.

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

Impervious Surface shall be defined as a hard surface area which either prevents or significantly retards the entry of water into the soil mantle at a rate lower than that present under natural conditions prior to development. Impervious surfaces can include, but are not limited to, roof tops, walkways, patios and decking, enclosed and unenclosed porches, paved driveways, paved parking lots, covered storage areas, concrete or asphalt paving, swimming pools, or other surfaces which similarly impede the natural infiltration of surface and stormwater runoff. **Impervious Surface** specifically excludes ground surfaces covered with sand, gravel, shell sand, crushed stone, or other similar traditional permeable materials.

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

Recreational Structure shall be defined as any building designed or used in conjunction with recreational activities on the property, and shall not include any structure used as a permanent or temporary **Residential Structure**.

Related Outbuilding shall be defined as any auxiliary structure customarily used as an accessory to a private **Residential Structure** in the South Carolina Lowcountry, including but not limited to utility sheds, detached garages.

Request for Approval shall be defined as a written request by **Grantor** for **Approval** by **Grantee** of a defined activity proposed by the **Grantor**.

Residential Structure shall be defined as any dwelling having sleeping quarters, sanitary facilities, and cooking facilities, all three of which must be present, which constitutes temporary or permanent residential use or occupancy on the Protected Property by the **Grantor**, permitted lessee, and guests or employees of the **Grantor** or permitted lessee.

Significant Tree shall be defined as any *cypress*, Southern Magnolia (*Magnolia grandiflora* or Live Oak (*Quercus virginiana*) having a diameter at breast height of twelve (12) inches or greater.

Subdivided Tract shall be defined as a legally divided, transferable parcel of land having a unique tax identification number according to Beaufort County real property tax records.

Subdivision shall be defined as the permitted creation of a **Subdivided Tract** after the date of this Easement.

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

Water Line shall be defined as the edge of a waterway or waterbody which is either the critical line as defined by S.C Office of Ocean and Coastal Resource Management or, if no critical line has been established, the mean high water line as defined by the Army Corps of Engineers or established by a surveyor employing the regulatory standards then in effect for its determination. If the critical line or the mean high water line cannot be established or are no longer used to define the edge of a waterway or waterbody, then the comparable defining line as defined by successor entities of the above named agencies shall be used.

Wetlands shall be defined as “those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions,” as stated in the United States Army Corps of Engineers Wetlands Delineation Manual (1987, or as amended).

3. **Rights of Grantee.** **Grantor** hereby conveys the following rights to the **Grantee**:

(A) **Right of Visual Access.** To have visual access to the Protected Property, provided that such right shall not be construed to permit general public access over or upon the Protected Property;

(B) **Right to Monitor.** To enter upon the Protected Property in a reasonable manner, at reasonable times, with reasonable notice, to monitor compliance with this Easement and to further document natural and manmade features of the Protected Property. The **Grantee** shall limit entry to annual visits (after completion of the Baseline Documentation) unless the **Grantee** has reason to believe there is a violation of the terms of this Easement. **Grantee** shall not unreasonably interfere with **Grantor**'s quiet use and enjoyment of the Protected Property;

(C) **Right to Prevent Inconsistent Uses.** To prevent **Grantor** or third parties from conducting any activity or use inconsistent with the Purpose;

(D) **Right to Require Restoration.** To require **Grantor** to restore such Conservation Values that may be damaged by any uses or activities prohibited by this Easement, or any activity or use inconsistent with the Purpose to include third party activities.

4. **Reserved Rights.** **Grantor** reserves all the rights, uses and activities (collectively, the “Reserved Rights”) inherent in fee simple ownership of the Protected Property in its entirety, subject to the specific Restrictions and Limitations of Paragraph 5, which are included to accomplish the Purpose of this Easement stated in Paragraph 1. In addition, the exercise of all

Reserved Rights shall be in full accordance with all applicable local, state and federal laws and regulations, as well as in accordance with the Purpose of this Easement stated in Paragraph 1.

5. Restrictions and Limitations. **Grantor** will not perform or permit or will perform or permit, as specified below, the following acts or uses on, over or under the Protected Property:

(A) Subdivision. The Protected Property is currently composed of three (3) tracts, which is a portion of Beaufort County R300 023 000 128C 0000, R200 023 000 128B 0000, R300 023 000 128D 0000.

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

(B) Structural Limitations. The construction, enlargement, removal and replacement of **Residential Structures, Related Outbuildings, Recreation/Education Structures, Agricultural Structures** and all other structures, are subject to the following limitations:

I. Total **Impervious Surface** on the Protected Property shall not exceed a maximum of five thousand (5,000) square feet in the aggregate.

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

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

IV. **Related Outbuildings, Recreational Structures** and **Agricultural Structures** shall be permitted, provided that the square footage of all **Impervious Surface** on the Protected Property does not exceed the allowance stated in Paragraph 5(B)(I).

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

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

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

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

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

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

“Setback” Road Buffer. In order to protect the scenic view along public roadways, there shall be no **Impervious Surface**, structures (other than mailboxes, fencing and gates, including those with columns and fenceposts, utility and service lines for any permitted use under the terms of this Easement, boardwalks, or other structures existing at the time of this Easement as documented in the Baseline Documentation), nor new roads (other than those necessary to access the permitted **Subdivided Tracts**) on that portion of the Protected Property within one hundred and fifty (150) feet of the legal or established right-of-way along Seaside Road. **Grantor** reserves the right to engage in **Agriculture Practices** and **Forest Management Practices**, provided there shall be no clearcutting and no activities that endanger the health or survival of **Significant Trees** without **Approval**. Set back road buffer can occur from the property line and include a firebreak.

Notwithstanding the above, **Grantor** reserves the right to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

“Waterfront buffers” In order to protect the scenic view from public vantage points along the waterway, as well as to provide an ecological transition zone for wildlife and water quality protection along the waterway, there shall be no **Impervious Surface**, **Agricultural Activities**, structures (other than fencing and gates, utility and service lines for any permitted use under the terms of this Easement, permitted docks or boat ramps, boardwalks, or other structures) nor new roads (other than those necessary to access the permitted Subdivided Tracts) on that portion of the Property within one hundred (100) feet of the OCRM critical line, existing ponds and impoundments. Grantor reserves the right to engage in limited **Forest Management Practices**, provided there shall be no clearcutting and no activities that endanger the health or survival of Significant Trees. Tree density within the buffer must remain at or above 50 basal area.

(D) Industrial Uses. There shall be no industrial uses, activities, or structures. No right of passage, across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any industrial uses or activities.

(E) Commercial Uses. There shall be no commercial uses, activities or structures permitted; with exceptions to include home-based business that do not impair the Conservation Values. Any such home-based business requires prior **Approval** by the **Grantee**. No right of passage across or upon the Protected Property shall be allowed or granted if that right of passage is used in conjunction with any commercial uses or activities not permitted in this Easement. For the purposes of this Easement, **Agricultural Activities, Forest Management Practices** and the leasing of hunting, trapping and fishing rights, and seasonal daily “pay-to-hunt” activities traditional to the Lowcountry shall not be considered commercial uses. However, to qualify this Easement for treatment under §2031(c)(8)(B) of the Code, any use of the Protected Property for more than a de minimis use for a commercial recreational activity is prohibited.

(F) Services. Construction of water wells, septic systems, and utility services is limited to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, and subject to all applicable governmental laws and regulations. It is permitted to drill water wells of sufficient size and nature for on-site irrigation.

Fuel storage tanks are limited to aboveground or underground gaseous (not liquid) fuel storage tanks and/or aboveground liquid fuel storage tanks to serve the allowed uses in Paragraph 4, subject to the Restrictions and Limitations of Paragraph 5, subject to all applicable governmental laws and regulations.

(G) Roads and Driveways. Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road or driveways constructed or covered with **Impervious Surface**. Maintenance of driveways, roads and roadside ditches shall be limited to standard practices for non-paved roads.

(H) Docks: One dock currently exists and may be rebuilt and repaired. No future docks may be built. All repair is subject to state, local and federal permitting requirements.

(I) Landscaping. Landscaping shall be limited to the management of vegetation associated with the uses allowed by this Easement, including but not limited to, mowing, pruning, trimming, and gardening. Structural elements of landscaping, including but not limited to walkways and patios, shall be subject to **Impervious Surface** restrictions and limitations as provided for in this Easement.

(J) Signs. Signs visible from off the Protected Property shall be limited to a maximum of eight (8) square feet in size. Billboards are expressly prohibited. Signs shall be placed so as to minimally impact the scenic view as seen from the public roadway.

(K) Archeological and Paleontological Excavations. **Grantor** shall give **Notice** to **Grantee** prior to undertaking archeological or paleontological excavation. Any archeological or

paleontological site shall, upon completion of any excavation, be returned to, or as close as possible to, its previous state, unless the site is to be maintained in an excavated condition for interpretive purposes related to education.

(L) Forestry Uses. A **Forest Management Plan** prepared by a Registered Forester is required for the Protected Property when deemed appropriate by the **Grantee**. Forestry Uses are limited to those **Forest Management Practices** defined in the **Forest Management Plan** or recommended by the South Carolina Forestry Commission or successor agency. Timber harvests require prior **Approval** by the **Grantee**. **Forest Management Practices** specifically permitted under the terms of this easement include clearing small patch openings and wildlife food plots.

Notwithstanding the above, **Grantor** reserves the right (i) to cut any tree, in accordance with applicable governmental laws and regulations, when it is necessary to salvage timber damaged by natural causes, when cutting is necessary to prevent further such damage or personal injury, or when a permitted structure is in danger.

(M) Agricultural Uses. **Agricultural Activities** are restricted to the recommended or accepted practices recommended by the South Carolina Cooperative Extension Service, the United States Natural Resources Conservation Service, their successors or other entities mutually acceptable to the **Grantor** and **Grantee**. **Grantor** shall have the right to utilize Pond(s), center pivot irrigation, and/or wells to irrigate for Agricultural Uses. **Grantor** and **Grantee** recognize that changes in agricultural technologies, including accepted management practices, may result in an evolution of **Agricultural Activities**. Such evolution shall be permitted so long as it is consistent with the Purpose of this Easement.

(N) Significant Trees. There shall be no activities that endanger the health or survival of **Significant Trees** without **Approval**.

(O) Mining. Mining and recovery of any oil, gas or minerals are restricted to extraction methods in accordance with Code §170(h)(5)(B) prohibiting surface mining.

(P) Topography and Hydrology. There shall be no adverse material alteration of the topography or hydrology, unless otherwise provided for in Paragraphs 4 or 5. Exceptions for wildlife management, as permitted by local, state, and federal authorities, are allowed.

(Q) Refuse. There shall be no placing of refuse on the Protected Property of vehicle bodies or parts or refuse not generated on the Protected Property. Temporary piles for collection of refuse generated on the Protected Property established between regular removals are permitted provided such piles do not contain hazardous substances, pollutants, or wastes and do not impair the Conservation Values of the Protected Property.

(R) Right to Lease. Subject to the other provisions of this Conservation Easement, **Grantor** reserves the right to lease all or a portion of the Protected Property for any purpose permitted under this Conservation Easement, including permitted Commercial Uses.

(S) Eligibility for Conservation Programs. **Grantor** reserves the right to participate in conservation, preservation, or mitigation programs existing now or permitted in the future for any activity or use permitted (or restricted, as the case may be) on the Protected Property under this Easement, including but not limited to carbon sequestration credits and greenhouse gas credits.

(T) Adverse or Inconsistent Uses. There shall be no other use or activity that is inconsistent with the Purpose of this Easement as stated in Paragraph 1.

6. Third Party Activities. The **Grantor** shall keep the **Grantee** reasonably informed as to activities being conducted on the Protected Property which are within the scope of this Easement and as to the identity of any third parties who are conducting or managing such activities. The **Grantor** shall ensure that all third parties who are conducting activities relating to permitted uses of the Protected Property are fully and properly informed as to the restrictions and covenants contained within this Easement which relate to such uses, including without limitation, the provisions of this Paragraph and of Paragraphs 4 and 5.

7. Grantee's Remedies. If **Grantee** determines that **Grantor** is in violation of the terms of this Easement or that a violation is threatened, the **Grantee** shall notify the **Grantor** of the violation (hereinafter, "First Notice") and request voluntary compliance. In the event that voluntary compliance is not agreed upon within ninety (90) days of receipt of First Notice, the **Grantee** shall give written notice to **Grantor** of such violation (hereinafter, "Second Notice") and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Protected Property resulting from any use or activity inconsistent with the Purpose, to restore the portion of the Protected Property so injured.

If **Grantor** fails to cure the violation within sixty (60) days after receipt of Second Notice thereof from **Grantee** (or under circumstances where the violation cannot reasonably be cured within a sixty (60) day period, if **Grantor** shall fail to begin curing such violation within said sixty (60) day period, or shall fail to continue diligently to cure such violation until finally cured), **Grantee** may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Easement, to enjoin the violation ex parte as necessary, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this Easement, including damages for the loss of the Conservation Values, and to require the restoration of the Protected Property to the condition that existed prior to any such injury. Without limiting **Grantor's** liability therefore, **Grantee**, in its sole discretion, may either apply any damages recovered to the cost of undertaking any corrective action on the Protected Property or may apply any damages recovered towards activities relating to monitoring and enforcing compliance with the terms of this Easement and other similar conservation easements.

If **Grantee**, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values, **Grantee** shall give immediate notice of the circumstances to **Grantor**, as described in Paragraph 26, and may immediately pursue its legal and equitable remedies under this Paragraph without waiting for the period provided for cure to expire. **Grantor** agrees that if such emergency arises, **Grantee** may obtain injunctive relief without the necessity of posting a bond.

Grantee's rights under this Paragraph apply equally in the event of either actual or threatened violations of the terms of this Easement. **Grantor** agrees that if **Grantee's** remedies at law for any violation of the terms of this Easement are inadequate, the **Grantee** shall be entitled to seek the injunctive relief described in this Paragraph, both prohibitive and mandatory in addition to such other relief to which **Grantee** may be entitled, including specific performance of the terms of this Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, and without the necessity of posting a bond. **Grantee's** remedies described in this Paragraph shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

8. Costs of Enforcement. If **Grantee** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantee** in enforcing the terms of this Easement against **Grantor**, including without limitation, costs of suit (which includes reasonable attorneys' fees), and any reasonable costs of restoration necessitated by **Grantor's** violation of the terms of this Easement, shall be borne by **Grantor**. If **Grantor** prevails in any action to enforce the terms of this Easement, any costs incurred by **Grantor**, including without limitation **Grantor's** cost of the suit (which includes reasonable attorneys' fees) shall be borne by **Grantee**.

9. Successors; Benefits and Burdens. The covenants, terms, conditions, easements, benefits, and burdens of this Easement shall be binding upon and inure to the parties hereto and their respective successors, personal representatives, heirs, and assigns and shall continue as a restriction running in perpetuity with the Protected Property. An owner of the Protected Property shall only be responsible for those violations first occurring on the Protected Property during such owner's ownership, and while still an owner of the Protected Property (although notwithstanding the foregoing, a subsequent owner may also be held responsible for those violations first occurring during another's prior ownership of the Protected Property unless an estoppel certificate or compliance certificate was obtained from **Grantee** prior to or at the time of the transfer of the Protected Property's ownership to such subsequent owner). Any of the rights herein reserved to **Grantor** may be exercised by any owner of the Protected Property.

10. Compliance Certificates. Upon request by **Grantor**, **Grantee** shall within thirty (30) days execute and deliver to **Grantor** any document that may be requested by **Grantor**, including an estoppel certificate or compliance certificate, to certify to the best of **Grantee's** knowledge **Grantor's** compliance with any obligation of **Grantor** contained in this Easement or otherwise to evidence the status of this Easement.

11. Representation of Authority. Each signatory to this Easement represents and warrants that he or she is duly authorized to enter into and execute the terms and conditions of this Easement and to legally bind the party he or she represents.

12. Forbearance Not a Waiver. Any forbearance by **Grantee** to exercise its rights under this Easement in the event of any breach of any terms of this Easement by **Grantor** shall not be deemed or construed to be a waiver by **Grantee** of such term or of any subsequent breach of the same or any other term of this Easement or of any of **Grantee's** rights under this Easement. No

delay or omission by **Grantee** in the exercise of any right or remedy upon any breach by **Grantor** shall impair such right or remedy or be construed as a waiver.

13. Reasonableness Standard. **Grantor** and **Grantee** shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner, and shall cooperate with one another and shall take all other reasonable action suitable to that end.

14. Grantor's Environmental Warranty. The **Grantor** warrants that **Grantor** has no knowledge of the existence or storage of hazardous substances, pollutants, or wastes on the Protected Property or a release or threatened release of hazardous substances, pollutants or wastes on the Protected Property and promises to defend and indemnify the **Grantee** against all litigation, claims, demands, penalties, and damages, including reasonable attorney's fees, arising from breach of this warranty.

15. Acts Beyond Grantor's Control. Nothing contained in this Easement shall be construed to entitle **Grantee** to bring any action against **Grantor** for any injury to or change in the Protected Property resulting from causes beyond **Grantor's** control, including but not limited to trespass, fire, hurricane, flood, storm and earth movement, or from any prudent action taken by **Grantor** under emergency conditions to prevent, abate or mitigate significant injury to the Protected Property resulting from such causes.

16. Access. No right of public access to any portion of the Protected Property is conveyed by this Easement, except as expressly provided herein.

17. Costs, Liabilities, and Taxes. **Grantor** retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Protected Property, including, but not limited to, clean up or remediation costs due to chemical contamination and payment of taxes. Furthermore, if the **Grantor** maintains general liability insurance coverage for the Protected Property, **Grantor** will be responsible for such costs.

Each party agrees to release, hold harmless, defend and indemnify the other from any and all liabilities including, but not limited to, injury, losses, damages, judgments, costs, expenses and fees that the indemnified party may suffer or incur as a result of or arising out of wrongful or negligent activities of the indemnifying party on the Protected Property.

18. Transfer Fee. There shall be assessed by the **Grantee** a transfer fee equal to one (1) percent of the sales price and/or other consideration paid in connection with the transfer of any freehold or fee simple interest in the Protected Property, including but not limited to any conveyance by warranty deed, limited warranty deed, or quitclaim deed, sale, mortgage foreclosure, or conveyance in lieu of foreclosure. The transfer fee shall be paid to the **Grantee** on the date of the closing of the transfer.

Exemptions from assessment of transfer fee:

- (A) The sale of timber rights or products produced from permitted **Forest Management Practices** and/or permitted **Agricultural Activities** of such Protected Property.
- (B) Any transfer subsequent to the conveyance of this Easement:
 - I. Without consideration, or
 - II. To a spouse, a lineal descendant, an ancestor or ancestors, a spouse of a lineal descendent (collectively, "Immediate Family Members"), or
 - III. To or from a trust whose beneficiaries or presumptive beneficiaries are the **Grantor** or Immediate Family Member, or both, or
 - IV. To an entity at least 50% of the equity interest of which is owned by **Grantor** or Immediate Family Member, or
 - V. If the **Grantor** of this Easement is a corporation, limited liability company or a partnership, to an owner/partner/member of such entity or to an Immediate Family Member thereof, or
 - VI. To a charitable organization which is tax exempt under §501(c)(3), or
 - VII. Any transfer under a will, or
 - VIII. Any transfer implemented or effected by court order, except foreclosure, or
 - IX. Any transfer that corrects, modifies, or confirms a transfer previously made.

(C) If a creditor purchases the Protected Property at a foreclosure sale or takes title to the Property in lieu of foreclosure, the transfer fee shall be due and paid at the time the creditor takes title. The transfer fee shall be based on the total bid for the Protected Property if purchased at a foreclosure sale or on the amount of the accrued indebtedness if the creditor accepts a deed in lieu of foreclosure. An additional transfer fee shall be due if the creditor who takes title through foreclosure or a deed in lieu of foreclosure sells the Protected Property for an amount higher than the amount subject to the transfer fee at the time the creditor took title; the additional transfer fee due shall be based on the additional amount alone, not the entire sales price. Creditor for purposes of this Paragraph shall include an assignee of the creditor who purchases the Protected Property at a foreclosure sale or takes a deed in lieu of foreclosure.

An exchange of properties pursuant to Code §1031, or similar statute, shall be deemed to be for consideration based on the market value of the property plus boot, if applicable, received at the time of such transfer. Market value of the Protected Property shall be determined by agreement of the **Grantor** and the **Grantee**, or in the absence of such agreement by a South Carolina certified appraiser selected by the **Grantee**, whose appraisal fee shall be paid by the **Grantee**.

Grantor grants **Grantee** a lien against the Protected Property for all or any part of the transfer fee that is unpaid at the time of the conveyance or assignment triggering the transfer fee. **Grantee's** lien shall be subordinate to this Easement and to the lien of any first mortgage on the Protected Property. **Grantee** shall have the right to record a notice of lien for such unpaid transfer fee. Any such lien may be enforced and/or foreclosed in accordance with the laws of the

State of South Carolina. **Grantee** may require the **Grantor** and/or any subsequent purchaser to provide reasonable written proof of the applicable sales price, such as executed closing statements, contracts of sale, copies of deeds or other such evidence.

19. Extinguishment, Condemnation and Fair Market Value. If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether in whole or in part, by judicial proceedings in a court of competent jurisdiction. As required by §1.170A-14(g)(6)(ii) of the Treasury Regulations, in the event of any extinguishment or termination of this Easement, any sale, exchange, or involuntary conversion of the Protected Property entitles **Grantee** to a percentage of the gross sale proceeds, equal to the ratio of the appraised value of this Easement to the unrestricted fair market value of the Protected Property established as of the date donated.

If all or a part of the Protected Property is taken by exercise of the power of eminent domain, **Grantor** and **Grantee** shall be respectively entitled to compensation in accordance with applicable law and as provided in this Paragraph. **Grantor** and **Grantee** shall divide the net proceeds after the payment of all expenses of the condemnation in accordance to the ratio of the appraised value of this Easement to the fair market value of the Protected Property unrestricted by the Easement established as of the date conveyed.

For the purpose of the above Paragraphs, the parties hereto stipulate that the value of this Easement and the value of the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property. The percentage interests shall be determined by the ratio of the value of this Easement to the value of the Protected Property, without reduction for the value of this Easement. All such proceeds received by **Grantee** shall be used in a manner consistent with **Grantee's** mission. This provision is not intended to violate the provision required by Code §170(h)(2)(C) that requires this Easement to be granted in perpetuity.

20. Limitations on Extinguishment. If a sudden or unexpected change in the conditions surrounding the Protected Property have made impossible or impractical the continued use of the Protected Property for conservation purposes, this Easement can only be terminated or extinguished, whether with respect to all or part of the Protected Property, by judicial proceedings in a court of competent jurisdiction. Unless otherwise required by applicable law at the time, in the event of any sale of all or a portion of the Protected Property (or any other property received in connection with an exchange or involuntary conversion of the Protected Property) after such termination or extinguishment, and prior to the payment of any costs or expenses associated with such sale, **Grantee** shall be entitled to an amount no less than **Grantee's** proportionate share of the gross proceeds of such sale, as such proportionate share is determined under the provisions of Paragraph 21, adjusted, if necessary, to reflect a partial termination or extinguishment of this Easement. If sufficient funds are not available for **Grantee** to be paid its entire proportionate share out of such proceeds, or if for any other reason **Grantee** is not paid its entire proportionate share, **Grantee** has the right to recover such deficiency (including the right to record a lien to secure its recovery of such deficiency) from the record owner of the Protected Property at the time of such sale. All such proceeds received by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement

as of the effective date of this grant. In the event of extinguishment of this Easement in whole or in part, the provisions of this Paragraph 20 shall survive such extinguishment.

21. Percentage Interests. **Grantor** and **Grantee** hereby confirm that the donation of this Easement gives rise to a property right immediately vested in **Grantee**, with a value for purposes of this Paragraph 21 determined as follows. The parties hereto stipulate that as of the effective date of this grant the Easement and the restricted fee interest in the Protected Property each represent a percentage interest in the fair market value of the Protected Property (**Grantee's** percentage interest is referred to herein as **Grantee's** "proportionate share"). For the purposes of this paragraph, **Grantee's** proportionate share of the fair market value of the Protected Property shall remain constant.

22. Condemnation. If all or any part of the Protected Property is taken under the power of eminent domain by public, corporate, or other authority, or otherwise acquired by such authority through a purchase in lieu of a taking, **Grantor** and **Grantee** shall join in appropriate proceedings at the time of such taking to recover the full fair market value (without regard to any diminution in value attributable to the Easement) of the interests in the Protected Property subject to the taking and all incidental or direct damages resulting from the taking. Prior to the payment of any expenses reasonably incurred by the parties to this Easement in connection with such taking, **Grantee** shall be entitled to its proportionate share from the recovered proceeds in conformity with the provisions of Paragraphs 19 and 21 (with respect to the allocation of proceeds). The respective rights of **Grantor** and **Grantee** set forth in this Paragraph 22 shall be in addition to, and not in limitation of, any rights they may have at common law. All such proceeds used by **Grantee** shall be used by **Grantee** in a manner consistent with the conservation purposes of this Easement as of the effective date of this grant.

23. Assignment. The benefits of this Easement shall not be assignable by the **Grantee**, except if as a condition of any assignment, (i) the **Grantee** requires that the terms and conditions of this Easement continue to be carried out in full as provided herein, (ii) the assignee has a commitment to protect the Purpose and the resources to enforce the restrictions contained herein, and (iii) if the assignee, at the time of assignment, qualifies under §170(h) of the Code, and applicable Treasury Regulations promulgated thereunder, and under State of South Carolina law as an eligible donee to receive this Easement directly. In the event that **Grantee** ceases to exist or exists but no longer as a tax-exempt, nonprofit corporation, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, then this easement shall be assigned to Beaufort County or a tax-exempt, nonprofit organization, qualified under §§501(c)(3) and 170(h)(3) and not a private foundation under §509(a) of the Code, which has a mission of protecting open lands or natural resources in the South Carolina Lowcountry.

24. No Extinguishment Through Merger. **Grantor** and **Grantee** herein agree that should **Grantee** come to own all or a portion of the fee interest in the Protected Property, (i) **Grantee** as successor in title to **Grantor** shall observe and be bound by the obligations of **Grantor** and the restrictions imposed upon the Protected Property by this Easement; (ii) this Easement shall not be extinguished, in whole or in part, through the doctrine of merger in view of the public interest in its enforcement; and (iii) **Grantee** as promptly as practicable shall assign the **Grantee** interests in this Easement of record to another holder in conformity with the requirements of this

Paragraph 24. Any instrument of assignment of this Easement or the rights conveyed herein shall refer to the provisions of this Paragraph 24 and shall contain language necessary to continue it in force.

25. Transfers. **Grantor** agrees to incorporate by reference the terms of this Easement in any deed or other legal instrument by which **Grantor** transfers any interest in all or a portion of the Protected Property, including, without limitation, a leasehold interest. The **Grantor** shall give the **Grantee Notice** of any change of possession, ownership or control of the Protected Property within thirty (30) days after such change takes place, including without limitation notice of any transfer, lease, or sale of all or a part of the Protected Property. The failure of **Grantor** to perform any act required by this Paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

26. Approvals; Notice; Breach.

(A) Grantee's Approval or Withholding of Approval. When **Grantee Approval** is required, **Grantee** shall grant or withhold its approval in writing within sixty (60) days of receipt of **Grantor's** written request therefor. In the case of withholding of **Approval**, **Grantee** shall notify **Grantor** in writing with reasonable specificity of the reasons for withholding of **Approval**, and the conditions, if any, on which **Approval** might otherwise be given. Failure of **Grantee** to respond in writing within such sixty (60) days shall be deemed to constitute denial by **Grantee** of any such **Request for Approval**.

(B) Approval by Grantee of Sites or Activities. The exercise of any right to engage in the specified activities permitted by the provisions of Paragraphs:

2	Impervious Surfaces;
5(B)(III)	Residential Structures;
5(B)(IV)	Designated Building Area;
5(E)	Commercial Uses;
5(G)	Roads;
5(L)	Forestry Uses;
5(N)	Significant Trees;
5(O)	Ponds;

shall be subject to the prior **Approval** by **Grantee** of the activity and/or of the site for such proposed activity, as the case may be. **Grantor** shall request such **Approval** in writing and shall include therewith information identifying the proposed site or activity with reasonable specificity, evidencing conformity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. **Grantee's Approval**, which shall not be unreasonably withheld, shall take into account the following criteria:

I. The extent to which use of the site and/or the proposed activity would impair the scenic qualities of the Protected Property that are visible from public roads or waterways;

II. The extent to which use of the site and/or the proposed activity would destroy an important habitat or would have a material adverse effect on the movement of wildlife;

III. The extent to which use of the site for the proposed activity would impair water quality;

IV. In the case of any proposal to build new structures or roads, the extent to which the scenic quality of the Protected Property may be adversely impacted; and

V. The extent to which the proposed activity or use of the site for the proposed activity would otherwise significantly impair the Conservation Values. **Grantor** and **Grantee** shall cooperate and shall act in good faith to arrive at agreement in connection with any determinations that are necessary to be made by them (either separately or jointly) under this Paragraph 26. Notwithstanding the foregoing, **Grantee's Approval** of a proposed site or activity shall be withheld if the site for the proposed activity would interfere with the essential scenic quality of the Protected Property.

(C) Notice to Grantee. Following the receipt of **Grantee's Approval** when required under Paragraph 26(B) and not less than thirty (30) days prior to commencing activity requiring **Approval** or any activity where **Notice** is required, including Paragraphs:

- 5(A) Subdivision;
- 5(K) Archeological and Paleontological Excavations; and
- 26 Transfer of Property

Grantor agrees to provide **Notice** to **Grantee** in writing of the intention to exercise such right. The **Notice** shall describe the nature, scope, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit **Grantee** to monitor such activity. When such information was not provided to **Grantee** under the requirements of Paragraph 27(B), the **Notice** shall also include information evidencing the conformity of such activity with the requirements of the applicable paragraphs under which the right is reserved hereunder, and, when applicable, evidencing conformity with existing land use regulations. At **Grantee's** sole discretion, **Grantee** may permit commencement of the activity less than thirty (30) days after receiving **Grantor's Notice**. See also Paragraph 26, with respect to **Grantor's** written notice to **Grantee** concerning a transfer of any interest in all or a portion of the Protected Property.

(D) Notice. As required by Treasury Regulations 1.170A-14(g)(5)(ii). Notwithstanding any other provision of this Easement, Grantor must notify **Grantee**, in writing, before exercising any reserved right which may have an adverse impact on the Conservation Values of this Easement.

(E) Breach. Failure to secure such **Approval** or give such **Notice** as may be required by this Paragraph 26 shall be a material breach of this Easement notwithstanding any other provision of this Easement and shall entitle **Grantee** to such rights or remedies as may be

available under Paragraph 7.

27. Communication. All **Requests for Approvals** shall be in writing and shall be deemed sufficiently given or rendered only when acknowledged in writing by **Grantee**. All **Notices** and other communications to **Grantee** may be communicated by United States Postal Service first class mail, hand courier, electronic mail or facsimile, and shall be deemed sufficiently given or rendered and effective only when acknowledged in writing by **Grantee**. All such correspondence and communications shall be addressed as follows:

If to **Grantor**:

If to **Grantor's** Attorney:

If to Grantee :	Beaufort County Open Land Trust P. O. Box 75 Beaufort, SC 29901 Attn: Executive Director info@openlandtrust.com (843) 521-2175 (office) (843) 521-1946 (fax)
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or to such other person or place as a party may designate by correspondence as aforesaid. Correspondence by mail or overnight courier service shall be deemed given on the date of receipt as shown on the return receipt, or receipt or records of the courier service, as the case may be. In the event any such correspondence is mailed via the United States Postal Service or shipped by overnight delivery service to a party in accordance with this Paragraph and is returned to the sender as undeliverable, then such correspondence shall be deemed to have been delivered or received on the third day following the deposit of such correspondence in the United States Mail or the delivery of such correspondence to the overnight delivery service. **Grantor** has the responsibility of promptly notifying **Grantee** of **Grantor's** current address and other contact information. **Grantor** shall promptly notify **Grantee** of (i) any changes of **Grantor's** address or other changes in **Grantor's** contact information, and (ii) the name, address, and contact information of any transferee of the Protected Property if **Grantor** conveys the Protected Property. Any communications or Correspondence by **Grantee** to or with **Grantor** sent to the last address provided by **Grantor** shall be deemed sufficient to provide notice to **Grantor**.

28. Recordation. **Grantor** or **Grantee** shall record this instrument in timely fashion in the Register of Deeds Office for Beaufort County, South Carolina, and may re-record it at any time as may be required to preserve its rights in this Easement.

29. Effective Date. **Grantor** and **Grantee** intend that the restrictions arising hereunder take effect on the day and year this Easement is recorded in the Register of Deeds Office for Beaufort County, South Carolina, after all required signatures have been affixed hereto.

30. Controlling Law. The interpretation and performance of this Easement shall be governed by the laws of South Carolina.

31. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of this Easement to uphold the Purpose as stated in Paragraph 1. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose that would render the provision valid should be favored over any interpretation that would render it invalid.

32. Severability. If any provision of this Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Easement shall not be affected thereby.

33. Entire Agreement. The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and inure to, the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Protected Property. All terms used in this Easement, regardless of the number or gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Easement, any Paragraph, Subparagraph, or clause herein may require as if such terms had been fully and properly written in such number or gender.

TO HAVE AND TO HOLD the Easement interests herein described unto **Grantee** forever.

By execution of this Easement, the **Grantee** accepts this Easement and the rights and obligations recited herein.

GRANTOR HEREBY WARRANTS and represents that the **Grantor** is seized of the Protected Property in fee simple and has the right to grant and convey this Easement, that the Protected Property is free and clear of any and all encumbrances, except existing easements of record and prescriptive easements, if any, and that the **Grantee** shall have the use of and enjoy all of the benefits derived from and arising out of this Easement.

IN WITNESS WHEREOF, **Grantor** and **Grantee** have set their hands to this original copy of this Easement under seal on the day and year first above written.

THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK.

WITNESSES:

GRANTOR:

Luke Inabinett

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

ACKNOWLEDGMENT

COUNTY OF BEAUFORT)

)

The foregoing instrument was acknowledged this _____ day of _____, 2024, before me the undersigned Notary, and I do hereby certify that the above named **Grantor** personally appeared before me and acknowledged the due execution of the foregoing instrument.

(Signature of Notary)

Notary Public for the State of South Carolina

My commission expires: _____

Printed Name of Notary: _____

WITNESSES:

GRANTEE:

BEAUFORT COUNTY OPEN LAND TRUST

By:_____

Its:_____

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT)

ACKNOWLEDGMENT

The foregoing instrument was acknowledged this _____ day of _____, 2024, before me the undersigned Notary, and I do hereby certify that the above named duly authorized officer of the **Grantee** personally appeared before me and acknowledged the due execution of the foregoing instrument.

 (Signature of Notary)

Notary Public for the State of South Carolina

My commission expires: _____

EXHIBIT A

Legal Description and Derivation of Protected Property

Beaufort County Tax Map#

Grantee's Address: P. O. Box 75
Beaufort, SC 29901

EXHIBIT B

Baseline Documentation Report

Phase I Environmental Site Assessment



**St. Helena Easement - Inabinett
1047 Seaside Road
St. Helena, SC 29920**

Parcel #	Beaufort County TMS #	Acres
1	R300 023 000 128B 0000	3.46
2	R300 023 000 128C 0000	2.90
3	R300 023 000 128D 0000	3.00
	Total Acreage	9.36

Submitted to and for the Use of:

Open Land Trust
PO Box 75
Beaufort, SC 29901

Submitted by:

SRC Environmental
108 Charping Lane
Anderson, SC 29621

Original Submittal Date: October 21, 2024



October 21, 2024

Open Land Trust
Attn: Ms. Kate Schaefer
448 W. Cheves Street
Beaufort, SC 29901

Re: St. Helena Easement - Inabinett
1047 Seaside Road
St. Helena, SC 29920

Ms. Schaefer:

Thank you for the opportunity to provide environmental services for you. It is our commitment to provide our clients with the most efficient, timely, and cost-effective approach to environmental issues.

As requested, SRC, Inc. has completed a current Phase I Environmental Site Assessment for the subject property that consists of three contiguous parcels totaling 9.36 GIS acres, and is located at 1047 Seaside Road in St. Helena, SC. The current Phase I was designed to meet the standards and guidelines of the American Society for Testing and Materials (ASTM E1527-21), including All Appropriate Inquiry (AAI) while providing an environmental site assessment of the project site.

The enclosed Phase I ESA was prepared for the exclusive use of the Open Land Trust, and/or their Assigns, for use in the assessment and evaluation of the environmental condition of the subject property at the time the report was completed based on reasonably ascertainable information, and within the scope and limitations of the ASTM E1527-21 guidelines.

The current Phase I ESA, in conformance with the scope and limitations of ASTM guidelines, has revealed no evidence of existing or historical recognized environmental conditions (RECs) associated with the site, or adjacent sites. No further investigation is recommended.

SRC welcomes the opportunity to serve you. If you have any questions, or require any additional information, please feel free to contact me at 864-376-2864.

Sincerely,

A handwritten signature in black ink that reads "Michael H. Whaley".

Michael Whaley
President
Southeastern Regulatory Compliance, Inc.

Enclosures

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1.0 EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) by Southeastern Regulatory Compliance, Inc. (SRC) is designed to identify existing historical, visual, or physical evidence of recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), controlled recognized environmental conditions (CRECs), or potential risks at the St. Helena Area Fee Park Purchase site located at 1047 Seaside Road in St. Helena, SC. The subject property consists of three contiguous parcels totaling 9.36 GIS acres and is listed with Beaufort County TMS #s R300 023 000 128B 0000, R300 023 000 128C 0000, and R300 023 000 128D 0000.

The subject property is developed with an approximately 1,700 ft² manufactured home on a permanent foundation, an approximately 1,000 ft² manufactured home on cement blocks, an approximately 1,200 ft² storage building, an approximately 700 ft² open shed, a pen for domesticated birds, a dock, and dirt surfaced roads. The residences and dock were in place as of 1985. The storage building was built in 2008, and the open shed was built in 2022. Aerial photography dating back to 1951 and topographic maps back to 1944 sourced from www.historicaerials.com were reviewed and indicated the subject property was used for agriculture until the current structures were built. Agriculture is still practiced on a smaller scale. A 1984 aerial shows what appears to be two small trailers on the easternmost section of the subject property.

Mr. Michael Whaley, Environmental Professional (EP) of SRC, conducted the on-site inspection on October 6, 2024. The inspection of the subject property and directly adjacent sites did not visually or physically identify sources of improper use, treatment, storage, generation, or disposal of hazardous substances that resulted in environmental contamination of the subject property. No sources of surface contamination were physically observed. There were no leaking drums or containers visually or physically observed which might contain hazardous substances. There were no strong or pungent odors associated with the subject property that would indicate the presence of additional hazardous substances.

Current and past use of the subject property did not indicate sources of environmental contamination that have had an adverse environmental impact on the subject property. No current or past uses of directly adjacent properties appear to have involved the use, treatment, storage, or disposal of hazardous materials that resulted in environmental contamination of the subject property. There were no limitations or significant data gaps encountered during this investigation that are considered to have hindered SRC's ability to evaluate or identify recognized environmental conditions associated with the subject property.

In the ESA, reviews of pertinent Federal and State records regarding the potential environmental concerns include but are not limited to: NPL Listings, RCRA CORRACTS and RCRA Permitted TSD Facility Listings, CERCLIS/NFRAP Listings, ERNS Listings, State Equivalent SPL Listings, Registered UST and LUST Facilities, State Waste Landfills, Incinerators, or Transfer Stations Listings, and RCRA Generators Listings. The Federal and State environmental databases did not indicate the presence of current facilities or sites located within a 1-mile radius of the subject property.

2.0 INTRODUCTION

2.1 Purpose

Ms. Kate Schaefer, of the Open Land Trust, requested that SRC conduct this ESA for the subject property. This ESA was conducted to determine the potential for environmental impact to the subject property and is intended to fulfill the due diligence clause of the “innocent landowner defense” and “bona fide prospective buyer” clause of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

2.2 Detailed Scope-of-Services

This ESA was conducted in general accordance with the guidelines set forth in the American Society for Testing and Materials (ASTM) Standard E1527-21, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process,” and consisted of the tasks listed below.

- Inspections of the subject property and surrounding properties
- Examination of historical documents
- Interviews with individuals and public officials familiar with the site’s history
- Examination of State and Federal regulatory agency records

The purpose of the assessment was to identify Recognized Environmental Conditions (RECs) connected to the subject property.

- A REC is defined as the presence of hazardous substances or petroleum products in, on or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on or at the subject property under conditions that pose a material threat of a future release to the environment.
- An Historical REC (HREC) is defined as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities, without subjecting the property to any controls (for example activity and use limitations, or other property use limitations).
- A controlled REC (CREC) is a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).
- De minimis conditions are conditions a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

- A business environmental risk (BER) is the presence of a condition which can have a material environmental impact that is not the result of those environmental issues required to be investigated in ASTM E1527-21 practice. BERs often involve non-scope considerations such as: asbestos, lead paint, lead in drinking water, radon, wetlands, ecological resources, endangered species, cultural and historic resources, regulatory compliance, industrial hygiene, health and safety, indoor air quality, biological agents, and mold.
- De minimis conditions and BERs are not considered RECs and were not addressed during this ESA and were beyond the defined scope of work.

ASTM standards attempt to facilitate high quality, standardized environmental site assessments; ensure that the standard of appropriate inquiry is practical and reasonable; and clarify industry standards for appropriate inquiry. The ESA should provide: a Federal and State regulatory records review which may help to identify recognized environmental conditions; a site background description, which includes a history of previous uses of the property and adjoining properties which describes recognized environmental conditions; an on-site inspection which evaluates the environmental setting and existence of potential hazardous substances, petroleum products, storage tanks, PCBs, waste disposal; interviews; and findings and conclusions. In addition, SRC provides non-scope services including wetland review, lead-based paints, asbestos, and other contamination sources and conditions of concern in connection with the property only upon request.

2.3 Significant Assumptions

Conclusions regarding the potential environmental impact of nearby, off-site facilities on the subject property are based on readily available information from the environmental databases and geologic and hydrogeologic conditions reported for the subject property vicinity. As a basis for the conclusions regarding adjacent and nearby contaminated properties, we have assumed the surface-water flow and groundwater flow directions to be generally in the down-gradient direction of the surface topography, which was determined from our field observations, review of available topographic maps, and use of NETR. In respect to the migration of vapors resulting from volatile organic compounds released to the environment, we have assumed that vapor may migrate in any vertical or horizontal direction depending on geological and hydrogeological as well as man-made conditions in the area of the subject property. There were no significant data gaps that interfered with the Environmental Professional's ability to properly perform the site assessment.

2.4 Limitations and Exceptions

The application of the ASTM guidelines is limited to certain environmental conditions that may exist on the property and are practically reviewable. This approach is site-specific in that it relates to the assessment of recognized environmental conditions on a specific parcel of commercial real estate. As such, this practice does not specifically address additional issues in the transaction such as business entities or assets that may involve environmental liabilities. No ESA can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a parcel. However, proper application is intended to reduce this uncertainty. Appropriate inquiry does not imply

exhaustive assessment of clean property as there is a point at which the cost of information obtained, or the time required to gather it outweighs the usefulness of the information.

Finally, the ESA is limited by the extent of physical obstructions including existing structures, ecological barriers, buildings, asphalt, and other paved sites, as well as availability of appropriate land use records. As such, there may be certain environmental conditions that could not be identified within the general scope of the Phase I Environmental Site Assessment. The current ESA should be considered comprehensive and reliable in its scope within the limitations described above and is valid for a period of 180 days from the date of the report, or a 1-year time period if five specific components (interviews, searches for recorded environmental cleanup liens, review of government records, site reconnaissance of the subject property, and the Environmental Professional (EP) Declaration) are updated. The 180 day or 1-year time period begins with the date upon which the first of these components was completed.

2.5 Special Terms and Conditions

The specific terms and conditions referenced in this report are consistent with the general reference, use and definitions provided in the ASTM E1527-21 Standard Practice.

2.6 User Reliance

Based on the ASTM guidelines, an environmental professional is not required to verify independently the information provided but may rely on information provided unless he or she has actual knowledge that certain information is incorrect, or unless it is obvious that certain information is incorrect based on other information obtained in the Phase I Environmental Site Assessment, or actually known to the environmental professional.

The current Phase I Environmental Site Assessment was prepared under the guidelines provided by ASTM. The results of the records review, on-site inspection, and interviews are considered to be reliable within the general limitations described by ASTM guidelines. The records review, on-site inspection, and interviews were conducted in concert with each other and support the findings and conclusions. Since there is no knowledge or reason to believe that any of the information is incorrect, SRC has concluded that the current ESA is reliable within the general limitations described in ASTM guidelines and is valid for a period of 180 days from the date of the report.

This report entitled "Phase I Environmental Site Assessment," has been prepared at the request of Ms. Kate Schaefer and for the exclusive use of:

**Open Land Trust
448 W. Cheves Street
Beaufort, SC 29901**

- and/or their assigns -

Reliance cannot be transferred without the permission of the above, and only if the other party agrees to the same limitations.

3.0 TRACT DESCRIPTION

3.1 Location and Legal Description

The subject property consists of three contiguous parcels totaling 9.36 GIS acres and is listed with Beaufort County TMS #s R300 023 000 128B 0000, R300 023 000 128C 0000, and R300 023 000 128D 0000.

The location of this subject property is shown in Figure 1, which contains screenshots from LandID. Figure 2 contains excerpts from the 1958, and 2020 United States Geologic Survey (USGS) 7.5-minute quadrangle maps (St. Phillips Island, SC quadrangle) in Beaufort County, South Carolina.

3.2 Subject Property and Vicinity General Characteristics

The subject property and vicinity are that of a rural setting on the South Carolina coast that is experiencing growth in residential development.

3.3 Current Use of the Subject Property

The subject property is used as a residence with some limited agriculture.

3.4 Descriptions of Structures, Roads, Other Improvements on the Subject Property

The subject property is developed with an approximately 1,700 ft² manufactured home on a permanent foundation, an approximately 1,000 ft² manufactured home on cement blocks, an approximately 1,200 ft² storage building, an approximately 700 ft² open shed, a pen for domesticated birds, a dock, and dirt surfaced roads. The residences and dock were in place as of 1985. The storage building was built in 2008, and the open shed was built in 2022.

3.5 Current Uses of the Adjoining Properties

Direction	Usage
North	Unnamed saltwater creek and residential
East	Seaside Road and residential
Southeast	Seaside Road and undeveloped
West	Undeveloped and agricultural

There are no recognized environmental conditions (RECs) associated with the adjacent sites.

4.0 USER PROVIDED INFORMATION

4.1 Title Records

Title information was collected from the Beaufort County Assessor's Office. The current owner is listed as:

**Luke H. Inabinett, Sr.
10 Chiquita Point
St. Helena Island, SC 29920**

4.2 Environmental Liens or Activity and Use Limitations

Legal or physical restrictions are often in place on contaminated properties. These restrictions, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil, soil vapor, groundwater, and/or surface water on an environmentally impacted property.

There were no legal or physical restrictions or limitations on the use of, or access to, the subject property identified during this ESA. Available county electronic and hardcopy real property files were searched for land use restrictions, environmental liens, or similar documents concerning the subject property. No such documents were identified during this assessment. The Superfund Lien database was searched during this assessment, and the subject property was not listed.

4.3 Specialized Knowledge

No known specialized knowledge has been transferred to the environmental professional. The purchase price being paid for this property reasonably reflects the fair market value.

4.4 Commonly Known or Reasonably Ascertainable Information

The user provided commonly known or reasonable ascertainable information that would assist SRC with identifying conditions indicative of RECs in connection with the property.

4.5 Valuation Reduction for Environmental Issues

No known valuation reduction has been transferred to the environmental professional due to historic environmental issues that may have been in place prior to the findings of this report.

4.6 Owner, Property Manager, and Occupant Information

The current ownership and property manager is Mr. Luke Inabinett. Occupants include Mr. Inabinett and various relatives.

4.7 Reason for Performing Phase I

The environmental professional performed the ESA on the subject property due to a commercial real estate transaction.

This ESA was conducted to make “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice” as defined by CERCLA §101(35), 42 U.S.C. §9601(35), for the bona fide prospective purchaser exception or the innocent landowner defense to CERCLA liability.

4.8 Other

No other information is applicable to this subject property or the environmental conditions therein.

5.0 RECORDS REVIEW

5.1 Standard Environmental Record Sources

Available Federal and State record sources of environmental concern on or near the subject property were reviewed to determine if there was evidence of recognized environmental conditions or risks that may have an adverse environmental impact on the subject property. The records reviewed included the files of the Groundwater, Wastewater, and Solid & Hazardous Waste Management offices of the South Carolina Department of Environmental Services (DES). In addition to site-specific files, the following DES documents, which are updated regularly and accessed by a subcontracted information service, National Environmental Title Research, LLC. (NETR), were reviewed for reference to the subject property and surrounding properties. Any site identified on the NETR list was cross-referenced with any available DES file. A copy of the radius search conducted by NETR is attached.

5.2 Additional Environmental Record Sources

No other environmental record sources were available at the time of this review.

5.3 Physical Setting Source(s)

A 7.5-minute USGS topographic map (St. Phillips Island, SC quadrangle) was referenced for the physical setting of the subject property in relation to its surroundings (Appendix A).

5.4 Historical Use Information on the Property

Historical use of the property, where available, was determined through review of USGS 7.5 Minute topographic maps, aerial photography, GIS Mapping websites, USDA Field Office, and Google Earth Pro. Zoning, land use records, deeds, surveys, and tax maps were resourced via the Beaufort County Government website.

The subject property was historically used for agriculture. It was developed beginning in 1985 with an approximately 1,700 ft² manufactured home on a permanent foundation, an approximately 1,000 ft² manufactured home on cement blocks, an approximately 1,200 ft² storage building, an approximately 700 ft² open shed, a pen for domesticated birds, a dock, and dirt surfaced roads. The residences and dock were in place as of 1985. The storage building was built in 2008, and the open shed was built in 2022. Aerial photography dating back to 1951 and topographic maps back to 1944 sourced from www.historicaerials.com were reviewed and indicated the subject property was used for agriculture until the current structures were built. Agriculture is still practiced on a smaller scale. A 1984 aerial shows what appears to be two small trailers on the easternmost section of the subject property.

5.5 Historical Use Information on Adjoining Properties

Historical use of the adjacent properties, where available, was determined through review of USGS 7.5 Minute topographic maps, aerial photography, GIS Mapping websites, USDA Field Office, and Google Earth Pro. Zoning, land use records, deeds, surveys, and tax maps were resourced via the Hampton County and Jasper County Government websites.

According to readily available information the adjoining properties were also used for agricultural purposes. The site to the southeast across Seaside Road was also developed with a residence. There may have been a residential structure to the southwest according to historical topographic maps, but it is not visible on aerials. The EP does not consider this to represent a REC.

6.0 TRACT RECONNAISSANCE

6.1 Methodology and Limiting Conditions

The subject property and surrounding properties, shown in Appendix A, were inspected by the EP for evidence of potential sources of environmental impact to the groundwater and soil of the subject property by using a grid pattern and walking several transects to ensure complete coverage of the subject property. Drone reconnaissance was also used. Physical obstructions included the wetland areas, and residential structures. There were no other limiting conditions such as weather.

6.2 General Subject Property Setting

The subject property is representative of the coastal zone and consists of forested land with large areas of wetlands. Agricultural activities are common in the area. Residential development has increased in the recent years.

6.3 Exterior Observations

Exterior observations of the subject property and adjacent sites by the Environmental Professional (EP) did not visually or physically observe, or identify from the interviews or records review, any of the following:

- Pits, Ponds, or Lagoons on the property used in connection with waste disposal or waste treatment
- Wastewater
- Stained Soil or Pavement (other than de minimis)
- Stressed Vegetation
- Wells (groundwater monitoring wells)
- Septic Systems
- Solid Waste (including trash, demolition debris or construction debris)

The EP does not consider this to represent a REC.

6.4 Interior Observations

Interior observations of the residential structures were not conducted due to privacy.

The EP does not consider this to represent a REC.

7.0 INTERVIEWS

7.1 Interview with Owner

Mr. Inabinett provided information pertaining to the subject property. He has owned the parcels since 1985. They have been used for residential and agricultural purposes. The EP does not consider this to represent a REC.

7.2 Interview with Subject Property Manager

See 7.1.

7.3 Interviews with Occupants

Mr. Inabinett and various members of his family have occupied the property.

7.4 Interviews with Local Government Officials

The Beaufort office of the SCDES Bureau of Coastal Management was contacted. There was no specific knowledge pertaining to recognized environmental conditions associated with the subject property, or the adjoining properties. The EP does not consider this to represent a REC.

The Beaufort County Assessor's Office headed by Ms. Ebony Sanders was contacted. Guidance was provided on researching the property's value. There was no specific knowledge pertaining to recognized environmental conditions at the subject property. The EP does not consider this to represent a REC.

The Beaufort County Register of Deeds office was contacted. Their website was down, and online deed research was not available. Available access to the website was not known. The EP does not consider this to represent a REC.

Ms. Bridgette Hackler with the SCDES UST Registry Division was contacted concerning the Williams Garage and Service Station site to the northeast. She confirmed a release was reported in 1999 and a Letter of No Further Action (NFA) was issued in 2008. Also, two USTs were abandoned by removal in 1999. The EP does not consider this to represent a REC.

7.5 Interviews with Others

No other interviews were conducted.

8.0 ADDITIONAL SERVICES/NON-SCOPE CONSIDERATIONS

No additional services, or non-scope considerations were provided. These include: asbestos, lead paint, lead in drinking water, radon, wetlands, ecological resources, endangered species, cultural and historic resources, regulatory compliance, industrial hygiene, health and safety, indoor air quality, biological agents, and mold.

9.0 FINDINGS

The subject property was not listed in any of the searched regulatory databases.

The EP does not consider this to represent a REC.

Note: all database searches were less than four months old according to information provided by NETR (see attached).

9.1 Federal RCRA Generators List

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

There were no RCRA Generators within the search radius.

The EP does not consider this to represent a REC.

9.2 US Toxic Release Inventory

The Toxics Release Inventory (TRI) is a publicly available EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. TRI reporters for all reporting years are provided in the file.

There were no TRI sites listed within the search radius.

The EP does not consider this to represent a REC.

9.3 Leaking Underground Storage Tanks (LUST)

The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the SC Department of Environmental Services (SCDES) Leaking UST list.

The Williams Garage & Service Station site to the northeast was present on the LUST list. A minor release was reported on 10-6-99. It was listed with a low Risk Based Corrective Action score of 3AA. A letter of No Further Action (NFA) was issued on 9-22-08.

The EP does not consider this to represent a REC.

1

WILLIAMS GARAGE & SERVICE STA

1002 SEASIDE RD

Facility ID: SC12746

Name: WILLIAMS GARAGE & SERVICE STA

Address: 1002 SEASIDE RD

City: SAINT HELENA ISLAND

County:

State: South Carolina

ZIP Code: 29920

Latitude: 32.36047363

Longitude: -80.56817627

Open USTs: 0

Closed USTs: 2

Temporarily Out of Service USTs: 0

Facility Status: Closed UST(s)

Land Use:

Population Within 1,500ft:

Private Wells Within 1,500ft: 5

Within Source Water Protection Area (SPA): No

SPA Public Water System & Facility ID:

WHPA Public Water System & Facility ID:

Within Groundwater Wellhead Protection Area (WHPA): No

Within 100-Year Floodplain: No

SPA Water Type:

SPA Facility Type:

Distance From Center (Miles): 0.1822

Site Source: last updated 11-18-2020 from USEPA-UST

9.4 Underground Storage Tank (UST)

The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the SC Department of Environmental Services (SCDES) list: Comprehensive Underground Storage Tanks (UST).

There were no UST sites listed within the search radius.

The EP does not consider this to represent a REC.

9.5 SC Drycleaner Facilities

Environmental contamination at a dry cleaner site can occur from spills and leaks of solvent. Drycleaners that are operating and have registered with the South Carolina Department of Revenue (SCDOR) are subject to inspection by the South Carolina Department of Environmental Services (SCDES). However, not all Drycleaners in operation have registered with the SCDOR, therefore this coverage is not a complete representation of the state's drycleaners..

There were no dry cleaner sites within the search radius.

The EP does not consider this to represent a REC.

10.0 OPINION

I offer the following opinion as to whether the all appropriate inquiry conducted in accordance with 40 CFR Part 312 and/or 33 CFR 137 has identified conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.

SRC has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of the subject property located at 1047 Seaside Road in St. Helena, SC. There are no historical or current recognized environmental conditions associated with the subject property, or adjacent properties. It is the opinion of the EP that no further investigation is necessary.

11.0 DATA GAPS

I am identifying the following data gaps (as defined in 40 CFR Part 312.10) in the information developed as part of the all appropriate inquiry that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property. I am also including comments regarding the significance of said data gaps on my ability as an environmental professional to provide an opinion as to whether the all appropriate inquiry has identified conditions indicative of releases and threatened releases.

A significant data gap is defined by E1527-21 as a data gap that affects the ability of the environmental professional to identify a REC. There were no limitations or significant data gaps encountered during this investigation that are considered to have hindered the EP's ability to evaluate or identify recognized environmental conditions associated with the subject property.

12.0 CONCLUSIONS

Generally, a Phase I Environmental Site Assessment considers visual, physical, and historical evidence of environmental contamination on and adjacent to a subject property.

There are no indications of current or historical recognized environmental conditions on the subject property or adjacent sites. The EP does not consider this to represent a REC and does not recommend further investigation.

13.0 DEVIATIONS

No deviations were performed from the ASTM Designation E1527-21 "Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process". All available sources were referenced to obtain the necessary information outlined in ASTM E1527-21 to perform a qualified environmental opinion and conclusion.

14.0 REFERENCES

ASTM Designation E1527-21 "Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process"

15.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

This report, entitled "Phase I Environmental Site Assessment," has been prepared in accordance with guidelines set forth in the American Society for Testing and Materials (ASTM) Standard E1527-21, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process".

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312" and 12.13.2.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Southeastern Regulatory Compliance, Inc.



Michael W. Whaley, M.S.

October 21, 2024

Date

16.0 Qualifications (Resume) of Environmental Professional

MICHAEL WAYNE WHALEY, B.Sc., M.Sc.

108 Charping Lane
Anderson, SC 29621

(864) 376-2864
mikew@srcenvironmental.com

PROFILE

- Eighteen years progressively responsible experience in Environmental, Health and Safety program management with medium to large-scale organizations.
- Thorough knowledge of current environmental and safety legislation at the state and federal level, including RCRA, Title V Permitting, and the Clean Water Act.
- Proficient in assessing needs, managing multiple projects, and meeting deadlines.
- Proven successful in forming and leading effective safety teams to reduce accidents and injuries.
- Skilled instructor and facilitator; outstanding oral and written communication skills.
- Experienced in consulting and manufacturing settings (i.e., vinyl production and printing, metals fabrication, and a Tier 1 supplier to the automotive industry).

PROFESSIONAL EXPERIENCE

Program Management

- Composed and implemented Spill Prevention Control and Countermeasures Plan (SPCC), Stormwater Pollution Prevention Plan (SWPPP), OSHA Emergency Response Plan, and RCRA Contingency Plan.
- Developed and utilized monitoring plans to meet all requirements of Title V Air Permit, and National Pollutant Discharge Elimination System (NPDES) Permit.
- Conducted regular self-audits and managed insurance-based on-site audits to maintain compliance.
- Formed and led effective safety teams that reduced overall injuries by 20% and reduced recordable injury rates well below industry average.
- Managed Worker's Compensation claims for staff of 200 and reduced claims by 25% annually.
- Emergency Preparedness and Right to Know Coordinator for facilities with 200-735 full-time employees.

Research, Analysis and Evaluation

- Managed and conducted industrial hygiene and/or environmental testing and developed and implemented options for compliance.
- Modeled wastewater discharges into riverine systems to determine toxicity requirements and mixing zone size.
- Conducted Phase I Environmental Site Assessments for industrial and commercial clients.
- Performed Job Hazard Analyses and Hazard Assessments, articulating complex issues and formulating strategies for change.
- Managed all records associated with health and safety issues including OSHA 200, Worker's Compensation, and Accident/Near-miss tracking; analyzed and evaluated emerging trends.
- Analyzed water usage trends and reduced purchased water usage and wastewater generation by over 25%.

Written and Verbal Communication

- Provided expert advice and consultation to senior management and industry associates on a wide range of environmental, safety and compliance issues.
- Generated and submitted monthly, quarterly, and annual reports for air quality, wastewater, hazardous waste, infectious waste, Form R, Tier II, and stormwater according to local, state, and federal regulations for a Large Quantity Hazardous Waste Generator with RCRA Part B Permit.
- Trained employees in all areas of safety and environmental regulations with consistently positive feedback.
- Developed and presented information to Key Operating Indicator (KOI) Team about EHS issues relating to productivity and profit.
- Produced written compliance procedures and trained plant personnel according to OSHA Safety Programs, and US DOT, US EPA, and SC DES regulations.
- Published author.

EMPLOYMENT HISTORY

Owner Southeastern Regulatory Compliance, Anderson, SC	2002 - Current
Science Department Adjunct Professor Tri-County Technical College, Pendleton, SC	2015 - Current
Science Department Educator Anderson School District 4	2017 - Current
Science Department Educator Anderson School District 1	2015 - 2017
Science Department Educator Anderson School District V	2006 - 2015
EHS/Facilities & Security Supervisor AFCO, Anderson, SC	2005 - 2006
Environmental Specialist Michelin N.A., Anderson, SC	2003 - 2005
Safety and Environmental Manager AVX Corporation, Myrtle Beach, SC	2001 - 2003
Safety and Environmental Coordinator VyTech Industries, Inc., Anderson, SC	1998 - 2001
Safety and Environmental Engineer The Torrington Co., Union, SC	1994 - 1998
Project Scientist RMT, Inc., Greenville, SC	1992 - 1994
Research Specialist The Institute for Wildlife and Environmental Toxicology, Pendleton, SC	1991 - 1992

EDUCATION AND PROFESSIONAL DEVELOPMENT

M.Sc., Biological Sciences Clemson University, Clemson, SC	2014
M.Sc., Aquatic Toxicology (Fisheries and Wildlife) Clemson University, Clemson, SC	1991
B.Sc., Biology The Citadel, Charleston, SC	1987

- 24-hour OSHA 1910.120 Hazardous Waste Operators Health and Safety Emergency Response Training
- OSHA Programs Training including, but not limited to Ergonomics, Bloodborne Pathogens, CPR and First Responder, Lockout/Tagout, Emergency Response, and Fire Prevention and Control
- RCRA Hazardous Waste Management Training

APPENDIX A



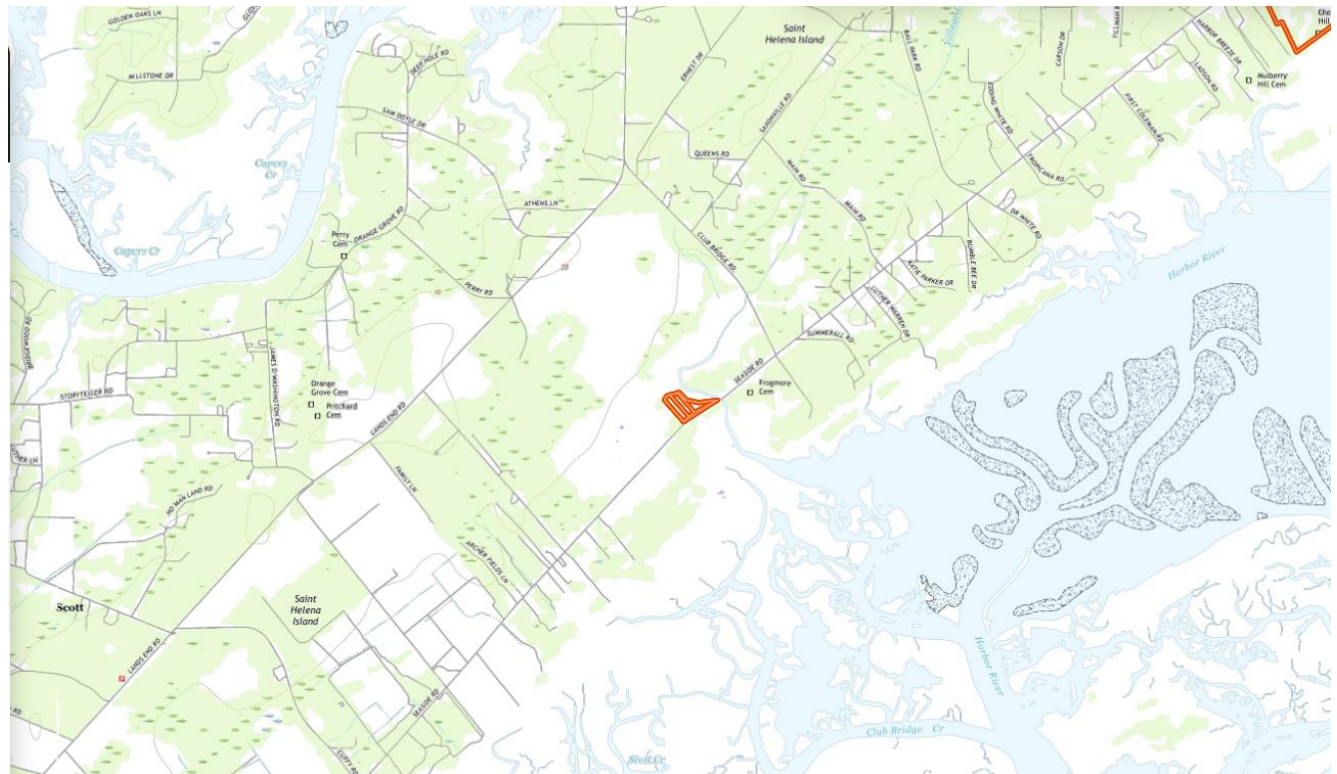
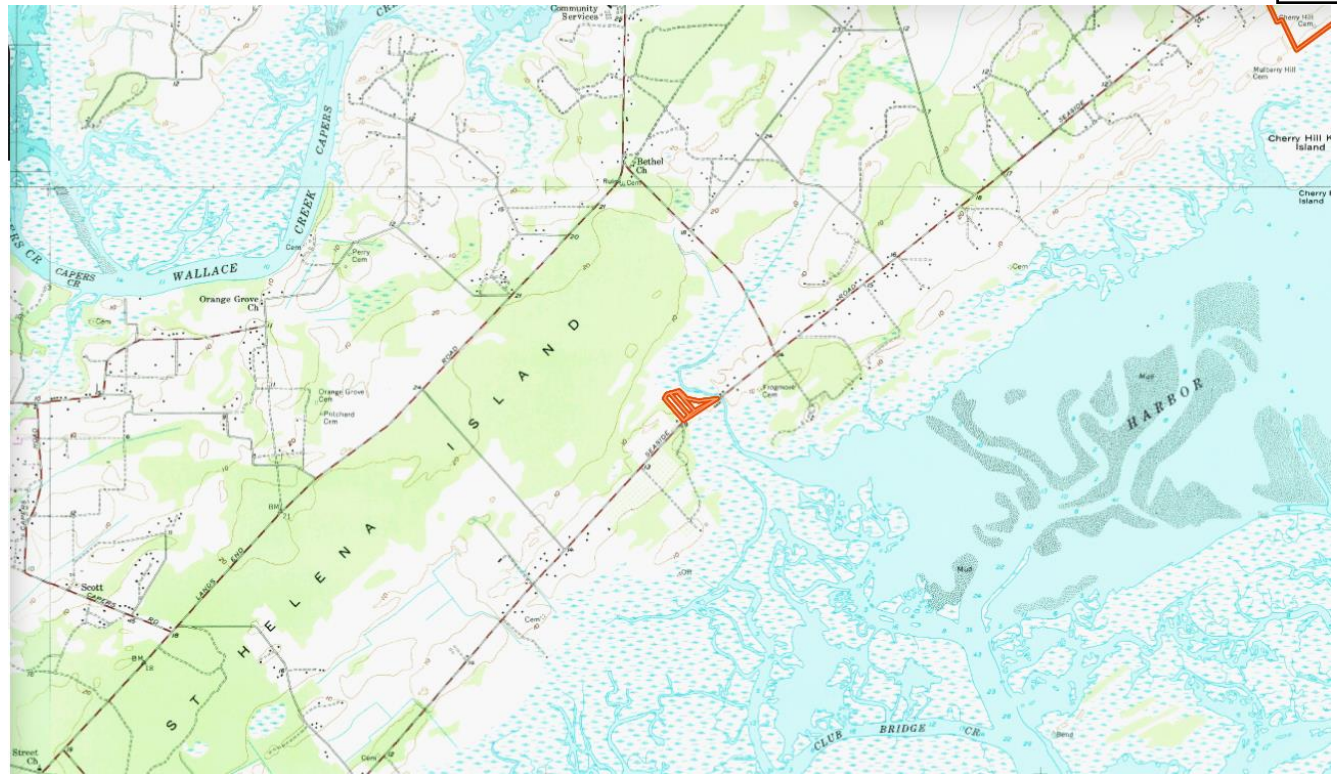
**Southeastern Regulatory
Compliance, Inc.**

mikew@srcenvironmental.com
www.srcenvironmental.com
 864.376.2864

**FIGURE 1
Location Map**

St. Helena Easement - Inabinet
 1047 Seaside Road
 St. Helena, SC 29920

APPENDIX B



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FIGURE 2
Topographical Map 1:24,000 Scale
St. Philips Island, SC Quadrangle – 1958 & 2020
 St. Helena Easement - Inabinet
 1047 Seaside Road
 St. Helena, SC 29920

APPENDIX C



1955 (NETR Historical Aerials)



1984 (NETR Historical Aerials)

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FIGURE 3A

1955 & 1984 Aerials

St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920



1994 (Google Earth Pro)



2005 (Google Earth Pro)

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FIGURE 3B

1994 & 2005 Aerials

St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920



2015 (Google Earth Pro)



2021 (Google Earth Pro)

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**FIGURE 3C
2015 & 2021 Aerials**

St. Helena Easement - Inabinet
1047 Seaside Road
St. Helena, SC 29920

APPENDIX D



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**FIGURE 4
Wetlands Map**

St. Helena Easement - Inabinet
 1047 Seaside Road
 St. Helena, SC 29920

APPENDIX E



SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
Wd	Wando fine sand, 0 to 6 percent slopes	7.52	82.46	0	28	4s
Sk	Seabrook fine sand	1.54	16.89	0	34	3s
CE	Capers association	0.06	0.66	0	4	8w
TOTALS		9.12(*)	100%	-	28.86	3.86

Southeastern Regulatory Compliance, Inc.

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 864.376.2864

FIGURE 5 Soils Map

St. Helena Easement - Inabinet
 1047 Seaside Road
 St. Helena, SC 29920

APPENDIX F



Figure 1: Seaside Road – Northeast View



Figure 2: Residence #1



Figure 3: Residence #2



Figure 4: Garage and Storage Building



Figure 5: Equipment Shed



Figure 6: Bird Coop



Figure 7: Diesel Fuel AST



Figure 8: Scrapped Car, Washing Machine, and Trailer



Figure 9: Antique Farm Equipment



Figure 10: Adjoining Property East (Owned by Mr. Inabinet)



Figure 11: Live Oaks



Figure 12: North View to Creek



Figure 13: West View from Dock



Figure 14: East View Towards Seaside Road

APPENDIX G

Site Name: St. Helena Easement - Inabinet
Location: 1047 Seaside Road St. Helena, SC
Prepared for: SRC, Inc.
Ref: Kate - Open Land Trust
Center Coordinates: 32.359808296551584,-80.57119846343996
Prepared Date: Sun Oct 20 2024 18:26:39 GMT+0000 (Coordinated Universal Time)

Item 14.

ENVIRONMENTAL RADIUS REPORT

ASTM E1527-21



2055 E. Rio Salado Pkwy, Tempe, AZ 85381 | 480-967-6752

Summary

Federal	< 1/4	1/4 - 1/2	1/2 - 1
Lists of Federal NPL (Superfund) sites	0	0	0
Lists of Federal Delisted NPL sites	0	0	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders	0	0	0
Lists of Federal CERCLA sites with NFRAP	0	0	0
Lists of Federal RCRA facilities undergoing Corrective Action	0	0	0
Lists of Federal RCRA TSD facilities	0	0	0
Lists of Federal RCRA generators	0	0	0
Federal institutional control/engineering control registries	0	0	0
Federal ERNS list	0	0	0
State	< 1/4	1/4 - 1/2	1/2 - 1
Lists of state and tribal Superfund equivalent sites	0	0	0
Lists of state and tribal hazardous waste facilities	0	0	0
Lists of state and tribal landfills and solid waste disposal facilities	0	0	0
Lists of state and tribal leaking storage tanks	0	0	0
Lists of state and tribal registered storage tanks	0	0	0
State and tribal institutional control/engineering control registries	0	0	0
Lists of state and tribal voluntary cleanup sites	0	0	0
Lists of state and tribal brownfields sites	0	0	0
Other	< 1/4	1/4 - 1/2	1/2 - 1
State and/or tribal lists of sites requiring further investigation / remediation	0	0	0
State list of Significant Environmental Hazards (SEH)	0	0	0
Lists of state and tribal mine sites requiring further investigation and/or remediation	0	0	0
State and/or tribal lists of spills and spill responses	0	0	0
State and/or tribal lists of emergency responses	0	0	0
State and/or tribal lists of dry cleaners	0	0	0
State and/or tribal lists of clandestine laboratory cleanups	0	0	0
State and/or tribal lists of scrap/used tire processing facilities	0	0	0
State and/or tribal lists of underground injection control sites	0	0	0
State and/or tribal listings of permitted drywells	0	0	0
Automobile salvage yards	0	0	0
Livestock Waste Control sites	0	0	0
Controlled Animal Feeding Operations (CAFOs)	0	0	0
State and/or tribal lists of registered aboveground storage tanks (ASTs)	0	0	0
C.A.A. Permitted Facilities	0	0	0
NPDES Permitted Facilities	0	0	0
Onsite Wastewater Treatment sites	0	0	0
State and/or tribal lists of permitted facilities	1	0	0
Resource Conservation and Recovery Act Information (RCRAInfo)	0	0	0
U.S. EPA Enforcement, Compliance History Online (ECHO)	0	0	0
U.S. EPA Underground Storage Tanks (UST)	1	0	0
U.S. EPA Toxic Substances Control Act (TSCA) database	0	0	0
U.S. EPA Toxic Release Inventory System (TRIS)	0	0	0

Lists of Federal NPL (Superfund) sites

The National Priorities List (NPL) is the list of sites of national priority among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. The NPL is intended primarily to guide the EPA in determining which sites warrant further investigation. The NPL is updated periodically, as mandated by CERCLA.

There were no Federal NPL sites found within a one-mile radius of the target property.

Lists of Federal Delisted NPL sites

The EPA may delete a final NPL site if it determines that no further response is required to protect human health or the environment. Under Section 300.425(e) of the NCP (55 FR 8845, March 8, 1990), a site may be deleted when no further response is appropriate if EPA determines that one of the following criteria has been met: 1) EPA, in conjunction with the state, has determined that responsible parties have implemented all appropriate response action required, 2) EPA, in consultation with the state, has determined that all appropriate Superfund-financed responses under CERCLA have been implemented and that no further response by responsible parties is appropriate, 3) A remedial investigation/feasibility study (RI/FS) has shown that the release poses no significant threat to public health or the environment and, therefore, remedial measures are not appropriate.

There were no Federal Delisted NPL sites found within a half-mile radius of the target property.

Lists of Federal sites subject to CERCLA removals and CERCLA orders

CERCLA identifies the classes of parties liable under CERCLA for the cost of responding to releases of hazardous substances. In addition, CERCLA contains provisions specifying when Federal installations must report releases of hazardous substances and the cleanup procedures they must follow. Executive Order No. 12580, Superfund Implementation, delegates response authorities to EPA and the Coast Guard. Generally, the head of the Federal agency has the delegated authority to address releases at the Federal facilities in its jurisdiction.

There were no Federal sites subject to CERCLA removals and/or orders found within a half-mile radius of the target property.

Lists of Federal CERCLA sites with NFRAP

No Further Remedial Action Planned (NFRAP) is a decision made as part of the Superfund remedial site evaluation process to denote that further remedial assessment activities are not required and that the facility/site does not pose a threat to public health or the environment sufficient to qualify for placement on the National Priorities List (NPL) based on currently available information. These facilities/sites may be re-evaluated if EPA receives new information or learns that site conditions have changed. A NFRAP decision does not mean the facility/site is free of contamination and does not preclude the facility/site from being addressed under another federal, state or tribal cleanup program.

There were no Federal CERCLA sites with No Further Remedial Action Planned (NFRAP) decisions found within a half-mile radius of the target property.

Lists of Federal RCRA facilities undergoing Corrective Action

Corrective action is a requirement under the Resource Conservation and Recovery Act (RCRA) that facilities that treat, store or dispose of hazardous wastes investigate and cleanup hazardous releases into soil, ground water, surface water and air. Corrective action is principally implemented through RCRA permits and orders. RCRA permits issued to TSDFs must include provisions for corrective action as well as financial assurance to cover the costs of implementing those cleanup measures. In addition to the EPA, 44 states and territories are authorized to run the Corrective Action program.

There were no Federal RCRA facilities undergoing corrective action(s) found within a one-mile radius of the target property.

Lists of Federal RCRA TSD facilities

The final link in RCRA's cradle-to-grave concept is the treatment, storage, and disposal facility (TSDF) that follows the generator and transporter in the chain of waste management activities. The regulations pertaining to TSDFs are more stringent than those that apply to generators or transporters. They include general facility standards as well as unit-specific design and operating criteria.

There were no Federal RCRA treatment, storage and disposal facilities (TSDFs) found within a half-mile radius of target property.

Lists of Federal RCRA generators

A generator is any person who produces a hazardous waste as listed or characterized in part 261 of title 40 of the Code of Federal Regulations (CFR). Recognizing that generators also produce waste in different quantities, EPA established three categories of generators in the regulations: very small quantity generators, small quantity generators, and large quantity generators. EPA regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA) to ensure that these wastes are managed in ways that protect human health and the environment. Generators of hazardous waste are regulated based on the amount of hazardous waste they generate in a calendar month, not the size of their business or facility.

There were no Federal RCRA generators found at the target property and/or adjoining properties.

Federal institutional control/engineering control registries

Institutional Controls (IC) are defined as non-engineered and/or legal controls that minimize the potential human exposure to contamination by limiting land or resource use. Whereas, Engineering Controls (EC) consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media.

There were no Federal institutional or engineering controls found at the target property.

Federal ERNS list

The Emergency Response Notification System (ERNS) is a database used to store information on notification of oil discharges and hazardous substances releases. The ERNS program is a cooperative data sharing effort encompassing the National Response Center (NRC), operated by the US Coast Guard, EPA HQ and EPA regional offices. ERNS data is used to analyze release notifications, track EPA responses and compliance to environmental laws, support emergency planning efforts, and assist decision-makers in developing spill prevention programs.

There were no Federally recorded releases of oil and/or hazardous substances at the target property.

Lists of state and tribal Superfund equivalent sites

In order to maintain close coordination with the states and tribes in the NPL listing decision process, the EPA's policy is to determine the position of states and tribes on sites that EPA is considering for listing. Consistent with this policy, since 1996, it has been the EPA's general practice to seek the state or tribe's position on sites under consideration for NPL listing by submitting a written request to the governor/state environmental agency or tribe. Various states may have their own program for identifying, investigating and cleaning up sites where consequential amounts of hazardous waste may have been disposed that work in conjunction with the EPA's Superfund remedial program.

There were no State and/or tribal Superfund equivalent sites found within a one-mile radius of target property.

Lists of state and tribal hazardous waste facilities

EPA established basic hazardous waste management standards for businesses who produce hazardous waste and categorized three businesses based on the volume of hazardous waste produced in a calendar month. On the federal level, there are three generator categories: large quantity generator, small quantity generator, and conditionally exempt small quantity generator. Some states are authorized to establish generator categories that are different from those that federal EPA set up. State regulatory requirements for generators of hazardous waste may be more stringent than the federal program.

There were no State and/or tribal hazardous waste facilities found within a half-mile radius of the target property.

Lists of state and tribal landfills and solid waste disposal facilities

Title 40 of the CFR parts 239 through 259 contain the regulations for non-hazardous solid waste programs set up by the states. EPA has requirements for state solid waste permit programs, guidelines for the processing of solid waste, guidelines for storage and collection of commercial, residential and institutional solid waste, and the criteria for municipal solid waste landfills. State solid waste programs may be more stringent than the federal code requires.

There were no State and/or tribal landfills or solid waste disposal facilities found within a half-mile radius of the target property.

Lists of state and tribal leaking storage tanks

A typical leaking underground storage tank (LUST) scenario involves the release of a fuel product from an underground storage tank (UST) that can contaminate surrounding soil, groundwater, or surface waters, or affect indoor air spaces. Once a leak is confirmed, immediate response actions must be taken to minimize or eliminate the source of the release and to reduce potential harm to human health, safety, and the environment. Each state has unique requirements for initiating responses to a release, and it is up to the UST owner or operator to conduct actions in compliance with his/her local rules.

There were no State and/or tribal leaking storage tanks found within a half-mile radius of the target property.

Lists of state and tribal registered storage tanks

EPA initially issued UST regulations in 1988. In 2015, EPA modified the UST regulation, which was effective October 13, 2015 in Indian Country and states without State Program Approval. EPA recognizes that, because of the size and diversity of the regulated community, state and local governments are in the best position to oversee USTs: 1) State and local authorities are closer to the situation in their domain and are in the best position to set priorities, 2) Subtitle I of the Solid Waste Disposal Act allows state UST programs approved by EPA to operate in lieu of the federal program, 3) the state program approval (SPA) regulations set criteria for states to obtain the authority to operate in lieu of the federal program. State programs must be at least as stringent as EPA's. A complete version of the law that governs USTs can be found in U.S. Code, Title 42, Chapter 82, Subchapter IX.

There were no State and/or tribal registered storage tanks found at subject and adjoining properties.

State and tribal institutional control/engineering control registries

Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Engineering controls consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media. It is EPA's expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable.

There were no State and/or tribal institutional and/or engineering controls found filed against the target property.

Lists of state and tribal voluntary cleanup sites

State cleanup programs play a significant role in assessing and cleaning up contaminated sites. State cleanup programs typically are programs authorized by state statutes to address brownfields and other lower-risk sites that are not of federal interest. The EPA has historically supported the use of state cleanup programs and continues to provide grant funding to establish and enhance the programs. This approach was codified in 2002 as Section 182 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

There were no State and/or tribal voluntary cleanup sites found within a half-mile radius of the target property.

Lists of state and tribal brownfields sites

Since its inception in 1995, EPA's Brownfields and Land Revitalization Program has grown into a proven, results-oriented program that has changed the way communities address and manage contaminated property. The program is designed to empower states, tribes, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. Beginning in the mid-1990s, EPA provided small amounts of seed money to local governments that launched hundreds of two-year Brownfields pilot projects and developed guidance and tools to help states, communities and other stakeholders in the cleanup and redevelopment of brownfields sites.

There were no State and/or tribal brownfields sites found within a half-mile radius of the target property.

State and/or tribal lists of sites requiring further investigation / remediation

No records found

State list of Significant Environmental Hazards (SEH)

No records found

Lists of state and tribal mine sites requiring further investigation and/or remediation

No records found

State and/or tribal lists of spills and spill responses

No records found

State and/or tribal lists of emergency responses

No records found

State and/or tribal lists of dry cleaners

No records found

State and/or tribal lists of clandestine laboratory cleanups

No records found

State and/or tribal lists of scrap/used tire processing facilities

No records found

State and/or tribal lists of underground injection control sites

No records found

State and/or tribal listings of permitted drywells

No state and/or tribal permitted drywells were found within a half-mile radius of the target property.

Automobile salvage yards

No records found

Livestock Waste Control sites

No records found

Controlled Animal Feeding Operations (CAFOs)

No records found

State and/or tribal lists of registered aboveground storage tanks (ASTs)

No records found

C.A.A. Permitted Facilities

No records found

NPDES Permitted Facilities

No records found

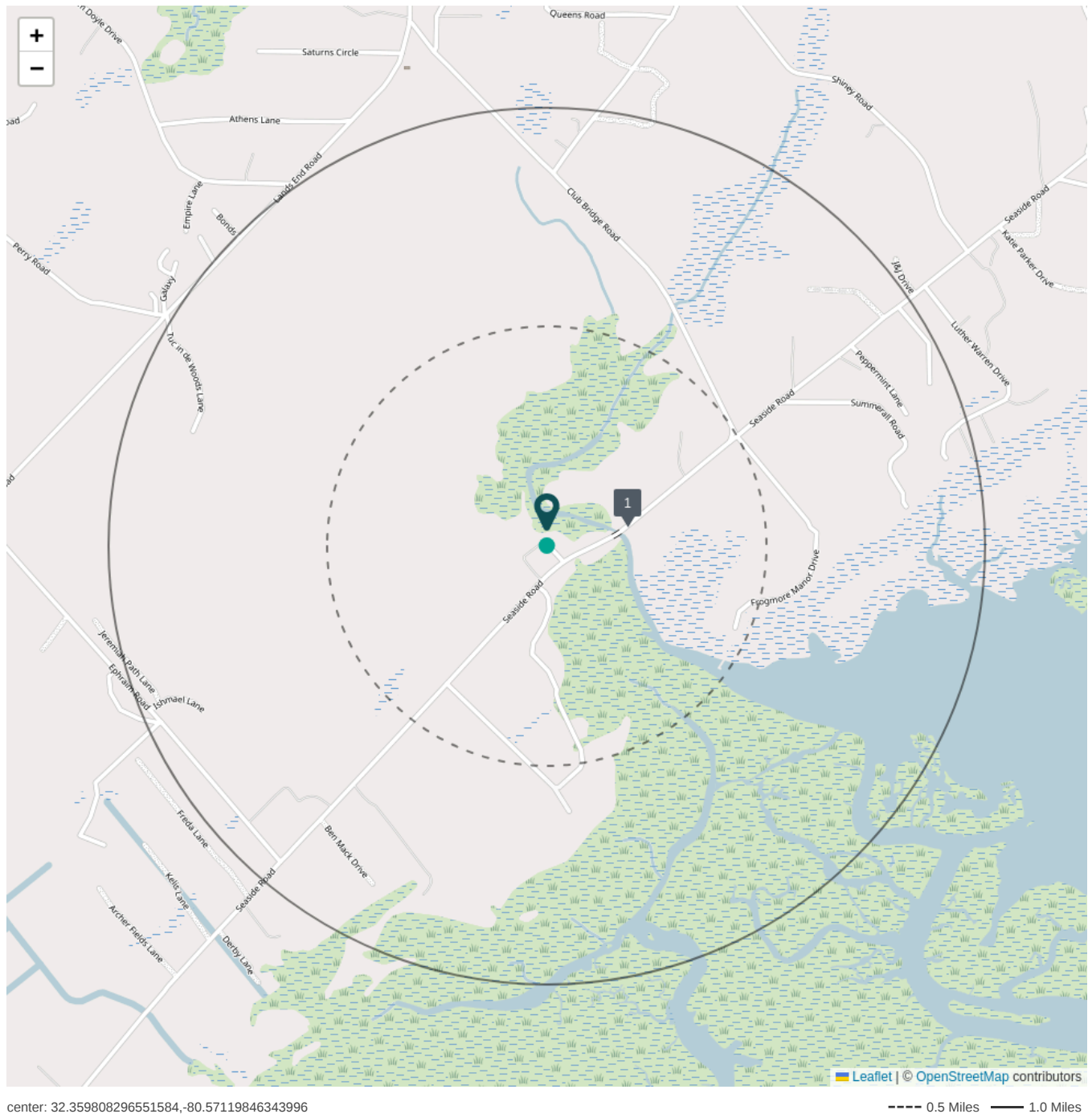
Onsite Wastewater Treatment sites

No records found

State and/or tribal lists of permitted facilities

SOUTH CAROLINA - ENVIRONMENTAL FACILITY INFORMATION SYSTEM

The SC-EFIS is the South Carolina Department of Health and Environmental Control (DHEC) Environmental Facility Information System that integrates information on environmental facilities, permits, violations, enforcement actions, and compliance activities needed to support regulatory requirements and target environmental quality improvements for the water, air, solid waste, and hazardous waste program areas.



WILLIAMS GARAGE & SERVICE STA

1002 SEASIDE RD

Registry ID: 110017148308**Name:** WILLIAMS GARAGE & SERVICE STA**Address:** 1002 SEASIDE RD**City:** SAINT HELENA ISLAND**Site Type:** STATIONARY**Program Acronyms:** SC-EFIS:SC0000069483**Interest Type:** STATE MASTER**Point of Reference Description:** CENTER OF A FACILITY OR STATION**Date Created:** 11-MAR-04**Date Updated:** 12-FEB-08**FRS Facility Detail Report URL:** [Link](#)**Distance From Center (Miles):** 0.1865**Site Source:** last updated from FACILITY REGISTRY SERVICE

Resource Conservation and Recovery Act Information (RCRAInfo)

No records found

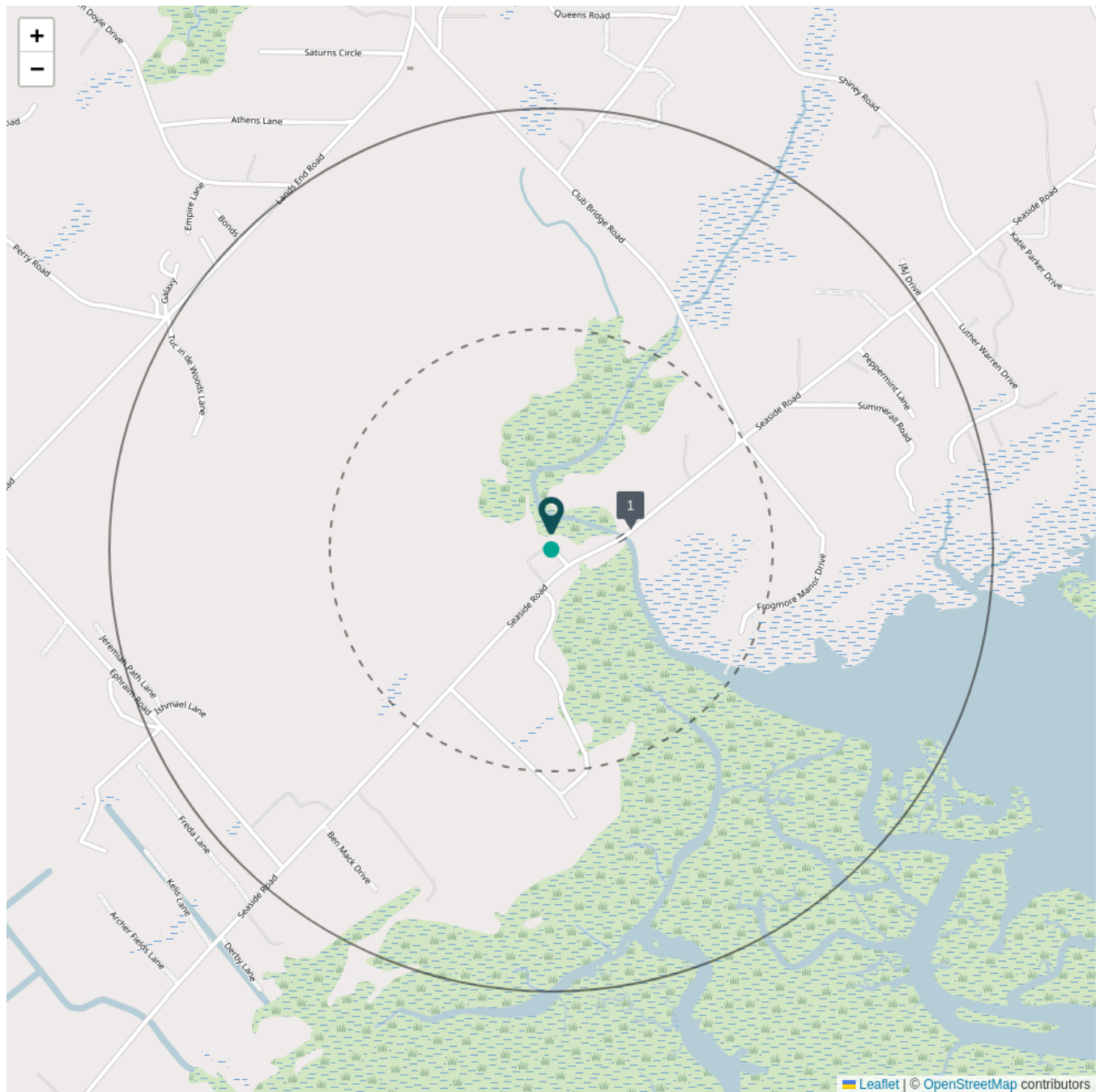
U.S. EPA Enforcement, Compliance History Online (ECHO)

No records found

U.S. EPA Underground Storage Tanks (UST)

EPA - UNDERGROUND STORAGE TANKS

Approximately 542,000 underground storage tanks (USTs) nationwide store petroleum or hazardous substances. The greatest potential threat from a leaking UST is contamination of groundwater, the source of drinking water for nearly half of all Americans. EPA, states, territories, and tribes work in partnership with industry to protect the environment and human health from potential releases. EPA developed UST Finder, a mapping application containing a comprehensive, state-sourced national map of UST and leaking UST data. It provides attributes and locations of active and closed USTs, UST facilities, and LUST sites from states as of 2018-2019 and from Tribal lands and US territories as of 2020-2021. This data set was searched to return all records regarding the target and/or adjoining properties.



center: 32.359808296551584,-80.57119846343996

----- 0.5 Miles ——— 1.0 Miles

WILLIAMS GARAGE & SERVICE STA

1002 SEASIDE RD

Facility ID: SC12746**Name:** WILLIAMS GARAGE & SERVICE STA**Address:** 1002 SEASIDE RD**City:** SAINT HELENA ISLAND**County:****State:** South Carolina**ZIP Code:** 29920**Latitude:** 32.36047363**Longitude:** -80.56817627**Open USTs:** 0**Closed USTs:** 2**Temporarily Out of Service USTs:** 0**Facility Status:** Closed UST(s)**Land Use:****Population Within 1,500ft:****Private Wells Within 1,500ft:** 5**Within Source Water Protection Area (SPA):** No**SPA Public Water System & Facility ID:****WHPA Public Water System & Facility ID:****Within Groundwater Wellhead Protection Area (WHPA):** No**Within 100-Year Floodplain:** No**SPA Water Type:****SPA Facility Type:****Distance From Center (Miles):** 0.1822**Site Source:** last updated 11-18-2020 from USEPA-UST

U.S. EPA Toxic Substances Control Act (TSCA) database

No records found

U.S. EPA Toxic Release Inventory System (TRIS)

No records found

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This report contains certain information obtained from a variety of public and other sources reasonably available to Nationwide Environmental Title Research, LLC (NETR). It cannot be concluded from this Report that coverage information for the target and surrounding properties does not exist from other sources. **NO WARRANTY EXPRESSED OR IMPLIED, IS MADE WHATSOEVER IN CONNECTION WITH THIS REPORT. NATIONWIDE ENVIRONMENTAL TITLE RESEARCH, LLC SPECIFICALLY DISCLAIMS THE MAKING OF ANY SUCH WARRANTIES, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. ALL RISK IS ASSUMED BY THE USER. IN NO EVENT SHALL NATIONWIDE ENVIRONMENTAL TITLE RESEARCH, LLC, BE LIABLE TO ANYONE, WHETHER ARISING OUT OF ERRORS OR OMISSIONS, NEGLIGENCE, ACCIDENT OR ANY OTHER CAUSE, FOR ANY LOSS OF DAMAGE, INCLUDING, WITHOUT LIMITATION, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES. ANY LIABILITY ON THE PART OF NATIONWIDE ENVIRONMENTAL TITLE RESEARCH, LLC, IS STRICTLY LIMITED TO A REFUND OF THE AMOUNT PAID FOR THIS REPORT.** Purchaser accepts this report "AS-IS". Any analyses, estimates, ratings, environmental risk levels or risk codes provided in this report are provided for illustrative purposes only, and are not intended to provide, nor should they be interpreted as providing any facts regarding, or prediction or forecast of, any environmental risk for any property. Only a Phase I Environmental Site Assessment performed by an environmental professional can provide information regarding the environmental risk for any property. Additionally, the information provided in this Report is not to be construed as legal advice.

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APPENDIX H

APPENDIX I



Beaufort County, South Carolina

generated on 10/18/2024 12:47:49 PM EDT

Parcel

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128B 0000	00305912	10 CHIQUITA PT,	10/11/2024	2024	2024

Owner Information

Owner	INABINETT LUKE H
Owner Address	10 CHIQUITA PT ST HELENA ISLAND SC 29920-9802
Sale Date	
Deed Reference	463 931

Location Information

Tax District Name	300 300-ST HELENA ISLAND	Routing No.	
Parcel Address	10 CHIQUITA PT,	Legal Description	1985 MASCOT/GREY/SER#MHG1821/52X24/SUBJ TO ROLLBACK TAX LIEN~2/11 0.26 AC ADDED FM 23/350
Acreage	3.4600		

Parcel Information

Topography

Property Class Code	AgImp Forest	Level	N
		High	N
		Low	N
		Rolling	N
		Swampy	N
		Flood Hazard	
		Waterfront Property Type	

Assessment Information

Prior Year	2023	Current Year	2024
Appraised Value Land	158,000	Appraised Value Land	158,000
Appraised Value Improvements	26,700	Appraised Value Improvements	26,700
Total Appraised Value	184,700	Total Appraised Value	184,700
Limited (Capped) Appraised Value Total	132,143	Limited (Capped) Appraised Value Total	132,143
Exemption Amount	2,000	Exemption Amount	2,000
Taxable Value	2,500	Taxable Value	2,500

Assessment Ratio	4%	Assessment Ratio	Item 14.
Assessed Value	4,500	Assessed Value	4,500



Beaufort County, South Carolina

generated on 10/18/2024 12:50:42 PM EDT

Parcel

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128C 0000	00305921	1034 SEASIDE RD,	10/11/2024	2024	2024

Owner Information

Owner	INABINETT LUKE H SR
Owner Address	10 CHIQUITA POINT ST HELENA ISLAND SC 29920
Sale Date	
Deed Reference	11 8561

Location Information

Tax District Name	300 300-ST HELENA ISLAND	Routing No.	
Parcel Address	1034 SEASIDE RD,	Legal Description	PARCEL A2 PB13 PG40 PG76 PG114 *SEE 2002 TX ACCT #10478219 AC ADJUSTED BY PLAT *T ACCT 89 INCORRECT OWNER SUBJ TO ROLL BACK TAX LIEN
Acreage	2.9000		

Parcel Information

Topography

Property Class Code	AgVac Forest	Level	N
		High	N
		Low	N
		Rolling	N
		Swampy	N
		Flood Hazard	
		Waterfront Property Type	

Assessment Information

Prior Year	2023	Current Year	2024
Appraised Value Land	120,800	Appraised Value Land	120,800
Appraised Value Improvements	0	Appraised Value Improvements	0
Total Appraised Value	120,800	Total Appraised Value	120,800
Limited (Capped) Appraised Value Total	94,111	Limited (Capped) Appraised Value Total	94,111

Exemption Amount	0	Exemption Amount	0
Taxable Value	20	Taxable Value	20

Assessment Ratio	4%	Assessment Ratio	Item 14.
Assessed Value	20	Assessed Value	20



Beaufort County, South Carolina

generated on 10/18/2024 12:52:28 PM EDT

Land

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128D 0000	00305930	1042 SEASIDE RD,	10/11/2024	2024	2024

Land Description

Legally Deeded Acreage 3.0000

Legal Description MOBILE HOME SITE SUBJ TO ROLL BACK TAX LIEN

Land Type - 50 TRACTS MARSH FRONT AC NON-S/D

Effective Frontage .0 Actual Frontage .0

Effective Depth .0

Acreage 1.50

Square Footage .00

Soil ID

Land Type - 50 TRACTS MARSH FRONT AC NON-S/D

Effective Frontage .0 Actual Frontage .0

Effective Depth .0

Acreage 1.50

Square Footage .00

Soil ID

Land Type - 80 CROPLAND

Effective Frontage .0 Actual Frontage .0

Effective Depth .0

Acreage 1.50

Square Footage .00

Soil ID 5

Land Type - 81 TIMBER

Effective Frontage .0 Actual Frontage .0

Effective Depth .0

Acreage 1.50

Square Footage .00

Soil ID 2

APPENDIX A

APPENDIX B

APPENDIX C

APPENDIX D

APPENDIX E

APPENDIX F

APPENDIX G

APPENDIX H

APPENDIX I

APPENDIX J

Site Information For N-12746 WILLIAMS GARAGE & SERVICE STA

Item 14.

Basic

Business Address	1002 SEASIDE RD SAINT HELENA ISLAND SC 29920	County	BEAUFORT
Category	Retail Sales	Phone	
Tank Owner Business Address	WILLIAMS, SAMUEL W 1002 SEASIDE RD ST HELENA IS SC 29920-9802	Last Inspection	1/4/1999
Land Owner Business Address		Tank Owner Phone	803-838-2417
Operator Business Address		Land Owner Phone	
Operator Phone			
Tanks	2	Billable	0
Abandoned	2	Other	0

Financial Responsibility

[Show/hide financials](#)

No financial responsibility data found for this site.

Tanks

[Show/hide tanks](#)

Tank Num.	1						
Constr. Date		Class	N	Tank Const.	Steel	Pipe Const.	Steel
Operat. Date	11/11/1911	Status	Abandoned	Tank Protect.		Tested	
				Pipe Protect.		Tested	
Notify	5/8/1990	Capacity	550	Tank Cont. Meth.	Single wall	Pipe Cont. Meth.	Single wall
Variance		Product	Gasoline	Overfill type		Verified	
						Piping type	Suction
Compliance		Comp. Status		Age at Notification	10	Dist. to Well (feet)	
Spill Prevention		Left Gal.		Owner at ABD	WILLIAMS, SAMUEL W	Last Use	6/12/1998
Aband.	2/15/1999	Method	Removed	CAS No.		Chem.	
Under Dispenser Cont.	False	Drop Tube	False	Tank Leak Det.	Tank Tightness Test	Pipe Leak Det.	Line Tightness Test

Tank Num.	2						
Constr. Date		Class	N	Tank Const.	Steel	Pipe Const.	Steel
Operat. Date	11/11/1911	Status	Abandoned	Tank Protect.		Tested	
				Pipe Protect.		Tested	
Notify	5/8/1990	Capacity	550	Tank Cont. Meth.	Single wall	Pipe Cont. Meth.	Single wall
Variance		Product	Gasoline	Overfill type		Verified	
						Piping type	Suction
Compliance		Comp. Status		Age at Notification	10	Dist. to Well (feet)	
Spill Prevention		Left Gal.		Owner at ABD	WILLIAMS, SAMUEL W	Last Use	6/12/1998
Aband.	2/15/1999	Method	Removed	CAS No.		Chem.	
Under Dispenser Cont.	False	Drop Tube	False	Tank Leak Det.	Tank Tightness Test	Pipe Leak Det.	Line Tightness Test

Releases

[Show/hide releases](#)

Release No.	1						
Reported	10/6/1999	Status		Product		Compliance Req?	True
NFA	9/22/2008	Fin Type	Recoverable SUPERB deductible	RBCA / Score	3AA - Short term 1- 2 years threat / 293	Compliance Met	True
Confirmed	10/15/1999	Emergency Resp.		Superb Qualified		Compliance Date	
Cleanup Initiated	11/23/1999	Abatement Met	2/15/1999	Superb Determ. Date		Fin. Res. Mechanism	
Cleanup Complete	9/22/2008	Transferred		Project Manager	SHRADER, ART A		
Cleanup > MCL		Source	UST	Responsible Party	WILLIAMS, SAMUEL W		

APPENDIX K



PHASE I ENVIRONMENTAL SITE ASSESSMENT QUESTIONNAIRE

The following questionnaire is required by the ASTM Standard E1527-21, which adheres to the All Appropriate Inquiries (AAI) Rule (United States Environmental Protection Agency) (40 CFR 312).

As defined by ASTM, the User of the report is the *“party seeking to use Practice E 1527 to complete an environmental site assessment of the property. A user may include, without limitation, a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. The user has specific obligations for completing a successful application of this practice.”*

PROPERTY NAME:	St. Helena Easement - Inabinett
PROPERTY ADDRESS:	1047 Seaside Road
PROPERTY CITY, STATE ZIP:	St. Helena, SC 29920

1. Environmental liens that are filed or recorded against the property (40 CFR 312.25)

Did a search of recorded land title records (or judicial records) identify any environmental liens filed or recorded against the property under federal, tribal, state or local law?

☐ YES ☒ NO

2. Activity and use limitations (AULs) that are in place on the property or that have been filed or records against the property (40 CFR 312.26(a)(1)(v) and (vi))

Did a search of recorded land title records (or judicial records) identify any AULs, such as engineering controls, land use restrictions or institutional controls that are in place at the property and/or have been filed or recorded against the property under federal, tribal, state or local law?

☐ YES ☒ NO



3. Specialized knowledge or experience of the person seeking to qualify for the LLP (40 CFR 312.28)

Do you have any specialized knowledge or experience related to the property or nearby properties? For example, are you involved in the same line of business as the current or former occupants of the property or an adjoining property so that you would have specialized knowledge of the chemicals and processes used by this type of business?

☐ YES ☒ NO

4. Relationship of the purchase price to the fair market value of the property if it were not contaminated (40 CFR 312.29)

Does the purchase price being paid for this property reasonably reflect the fair market value of the property? If you conclude that there is a difference, have you considered whether the lower purchase price is because contamination is known or believed to be present at the property?

☒ YES ☐ NO

5. Commonly known or reasonably ascertainable information about the Property (40 CFR 312.30)

Are you aware of commonly known or reasonably ascertainable information about the property that would help the environmental professional to identify conditions indicative of releases or threatened releases?

☐ YES ☒ NO



a. Do you know of the past uses of the property?

☒ YES ☐ NO

Agriculture and residential.

b. Do you know of specific chemicals that are present or once were present at the property?

☒ YES ☐ NO

Pesticides, herbicides, and petroleum products.

c. Do you know of spills or other chemical releases that have taken place at the property?

☐ YES ☒ NO

d. Do you know of any environmental cleanups that have taken place at the property?

☐ YES ☒ NO



- e. Do you have any prior knowledge that the property was developed as a gas station, dry cleaner, manufacturing/industrial facility in the past?

☐ YES ☒ NO

- f. Are you aware of historical use of hazardous materials or petroleum products used or present on the property?

☒ YES ☐ NO

Pesticides, herbicides, fertilizers, and petroleum products. Used properly according to manufacturers directions

- g. Do you know if the property is currently or was formerly equipped with underground storage tanks (USTS) or septic tanks?

☐ YES ☒ NO

- h. Do you know of any past, threatened or pending lawsuits or administrative proceedings concerning a release of threatened release of any hazardous substance or petroleum products involving the property by any owner or occupant of the property?

☐ YES ☒ NO



6. The degree of obviousness of the presence or likely presence of contamination at the property, and the ability to detect the contamination by appropriate investigation (40 CFR 312.31)

Based on your knowledge and experience related to the property are there any obvious indicators that point to the presence or likely presence of releases at the property?

☐ YES ☒ NO

Signature of User/Person Interviewed: Luke Inabinett

Name of User/Person Interviewed: Luke Inabinett

Title/Relationship to Property: Owner

Phone Number/Email: 843-263-1334

Date: 10-6-24

Contact for additional information:

Name: _____

Relationship to Property: _____



Appraisal Report

1034 Seaside Road
St. Helena Island, SC 29920
Beaufort County
Report Date: May 16, 2024



Client:
Open Land Trust
Attn: Kate Schaefer
Beaufort County Rural
& Critical Land Program
kate@openlandtrust.org

Compass South File Number: 2024-169



May 16, 2024

Open Land Trust
 Attn: Kate Schaefer
 Beaufort County Rural & Critical Lands Program
 kate@openlandtrust.org

Re: 1034 Seaside Road, St. Helena Island SC 29920 in Beaufort County

Dear Mrs. Schaefer:

In fulfillment of the agreement outlined in our engagement letter dated January 23, 2024, we are pleased to present the attached appraisal report for the above referenced property as of Monday, April 22, 2024. The report, which was qualified by the definitions, limitations and certifications set forth therein, states our opinion of the subject property's difference between the fair market value of 9.36 acres before and after the granting of the proposed restrictions and the fee simple value of 1.37 acres are as follows:

Overall Summary - 1034 Seaside Road, St. Helena Island

TMS Parcel #	Acreage	Proposed Easement		
		Before Easement	After Easement	Donation
R300-023-000-128B-0000	3.46	\$346,000	\$208,000	
R300-023-000-128C-0000	2.90	\$290,000	\$174,000	
R300-023-000-128D-0000	3.00	\$300,000	\$180,000	
	9.36	\$936,000	\$562,000	\$374,000

TMS Parcel #	Acreage	Fee Simple Value		
R300-023-000-128A-0000	1.37	\$164,000	N/A	N/A

This report is specifically prepared for Open Land Trust and is intended for use only by that person or entity, its associates, professional advisers and appropriate regulatory authorities, if applicable. It may not be distributed to or relied upon by any other persons or entities without our prior written permission.



If you have any questions concerning this report, please contact the undersigned.

A handwritten signature in blue ink, which appears to read "Travis Lee Avant".

Travis Lee Avant, ASA, ARM-RP, R/W-AC
Certified General Real Estate Appraiser 4749
Office: (843) 538-6814
travis@compasssouth.com

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Summary Information

Identity of Client

This appraisal is prepared for and on behalf of Open Land Trust.

Effective Date of the Appraisal

Monday, April 22, 2024

Appraised Value of the Proposed Easement Donation

In our opinion, based on the scope of work, methodologies and analysis performed, and set forth herein, the fair market value of the 9.36 acres before and after the granting of the proposed restrictions and the fee simple value of 1.37 acres are as follows:

Overall Summary - 1034 Seaside Road, St. Helena Island

TMS Parcel #	Acreage	Before Easement	After Easement	Proposed Easement
				Donation
R300-023-000-128B-0000	3.46	\$346,000	\$208,000	
R300-023-000-128C-0000	2.90	\$290,000	\$174,000	
R300-023-000-128D-0000	3.00	\$300,000	\$180,000	
	9.36	\$936,000	\$562,000	\$374,000
TMS Parcel #	Acreage	Fee Simple Value		
R300-023-000-128A-0000	1.37	\$164,000	N/A	N/A

I understand that my appraisal will be used in connection with a return or claim for refund. I also understand that, if there is a substantial or gross valuation misstatement of the value of the property claimed on the return or claim for refund that is based on my appraisal, I may be subject to a penalty under section 6695A of the Internal Revenue Code, as well as other applicable penalties. I affirm that I have not been at any time in the three-year period ending on the date of the appraisal barred from presenting evidence or testimony before the Department of the Treasury or the Internal Revenue Service pursuant to 31 U.S.C. 330(c)

Summary Description of the Subject Property

The property is comprised of three tax map parcels containing 9.36 acres located at 1034 Seaside Road on the northern side of the roadway on St. Helena Island and 1.37 acres on the southern side of Seaside Road immediately across the street.

Type of Report

This appraisal is prepared as an 'Appraisal Report', as defined by the Uniform Standards of Professional Appraisal Practice (USPAP). Accordingly, this report summarizes our analysis and the rationale for our conclusion(s).

Date of the Report

May 16, 2024

Real Property Interest Appraised

Tax map parcels R300-023-000-128B-0000, R300-023-000-128C-0000 and R300-023-000-128D-0000 have been appraised on the understanding that the owner's interest is 'fee simple', which is 'an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat'. [Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022).]

Tax map parcel R300-023-000-128A-0000 has been appraised on the understanding that the owner's interest is 'fee simple', which is 'an absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat'. [Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022).]

Intended Use of the Appraisal

We have been informed that the intended user expects to employ the information contained in this appraisal report for the purpose of establishing a conservation easement value on 9.36 acres of the property and the fee simple market value on 1.37 acres. Accordingly, this appraisal was prepared for income tax purposes as defined by Treasury Reg. 1.170-A-13(c)(3)(G).

Intended User(s)

On the basis of instructions received at the time of the assignment, Open Land Trust is recognized as the intended user(s) of this appraisal report and it is intended for use only by that person or entity, its associates, professional advisers and appropriate regulatory

authorities, if applicable. It may not be distributed to or relied upon by any other persons or entities without Compass South Appraisals prior written permission.

Type and Definition of Value

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

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and acting in what they consider their own best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.'

This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institution Reform, Recovery, and Enforcement Act (FIRREA) of 1989, between July 5, 1990 and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration, (NCUA), Federal Deposit Insurance Corporation (FDIC) and the Office of Comptroller of Currency (OCC). The definition is also referenced in regulations jointly published by OCC, FRS, and FDIC on June 1994, and the Interagency Appraisal and Evaluations Guideline, as revised and updated December 2010 (Interagency Appraisal and Evaluation Guidelines, 75 F.R. 77450, 77453 & 77472 (Dec. 10, 2010)).

Property Specific Information

The Subject Real Estate

The property is comprised of four tax map parcels located at 1034 Seaside Road, St. Helena Island, SC 29920. TMS# R300-023-000-128A-0000 contains 1.37 acres and is situated on the southern side of Seaside Road. The site is unimproved and rectangular in shape. It is mostly cleared having an expansive lawn with live oak and other indigenous trees along its borders of the marshes of Harbor River. We were instructed to appraise this portion of the property under fee simple estate.

The other three parcels, totaling 9.36 acres, are situated across the street on the northern side of Seaside Road. Parcel R300-023-000-128B-0000 (3.46 acres) has frontage on the marshes and tidal creek off of Harbor River. This parcel is improved with a 1985 mobile home (2,451 SF) with attached carport (252 SF), an older single-wide mobile home (1,050 SF) a 4'x150' dock with 10x20' pierhead and floater on the tidal creek with shallow-water craft access. There are two wells and two septic systems. The land is irregularly shaped with a lush, manicured lawn near the mobile homes. Live oaks and other indigenous trees run primarily along the banks of the marsh.

Both parcels R300-023-000-128C-0000 (2.90 acres) and R300-023-000-128D-0000 (3 acres) have northern frontage on the marshes off of Harbor River with northwestern views. The front portions of the sites are comprised of a green lawns, one of which has been planted with young pecan trees. Rear acreages have a large canopy of live oaks with a grass beneath. Parcel ending in 128C is improved with an old metal, shed structure. Parcel ending in 128D is improved with a pole-framed, 20'x28' tractor shed with metal roof, siding and dirt floor.

The owner intends to encumber The three parcels, totaling 9.36 acres with a conservation easement in favor of Open Land Trust. The specific terms of the easement are set forth in an Addendum to this report but, in general, subject to certain 'Reserved Rights' of the donor, the property's future use will be limited. Most notable restrictions include:

- The property exists as three parcels right now. There would be no further subdivision. Based upon zoning, the property could be subdivided as many as

five times at 9 acres total, or if individually sold, each parcel (appx. 3 acres) could be subdivided further.

- Only three total permanent residential structures can be built.
- No new docks permitted; one exists.
- Road/Marsh Buffers: 200' from public roads, gates and mailboxes can occur within the buffer but no structures. 100' from marsh and river, existing homes grandfathered unless rebuilt.
- Roads shall be limited to those required to facilitate the uses permitted by this easement, provided there shall be no road construction or covered with impervious surface except as otherwise necessary. Existing roads will be recorded in the easement baseline, and typical easements require no new roads be built if existing roads can meet the needs of the property.

The Owner(s) of Record(s)

Luke H. Inabinett, Sr.

Tax Map Parcel(s)

The property is identified in the county records of Beaufort as falling under the following tax map parcel(s): R300-023-000-128A-0000, R300-023-000-128B-0000, R300-023-000-128C-0000 and R300-023-000-128D-0000

Sales History

Research of the applicable public records, private data services and an interview of the current owner, revealed that the subject is not under current agreement or option and was not offered for sale on the open market. Additionally, according to these sources, the subject has not transferred during the past three years.

South Carolina Property Taxes

Properties in South Carolina are exposed to the "ATI Law", which means the fair market value of a parcel of real property and any improvements thereon as determined by appraisal at the time the parcel last underwent an assessable transfer of interest. In this law, "fair market value" means the fair market value of a parcel of real property and any improvements thereon as determined by the property tax assessor by an initial appraisal, by an appraisal at the time the parcel undergoes an assessable transfer of interest, and as periodically reappraised pursuant to Section 12-43-217.

When real estate is subject to the six percent assessment ratio provided pursuant to Section 12-43-220(e) and is currently subject to property tax undergoes an assessable transfer of interest after 2010, there is allowed an exemption from property tax in an amount equal to 25% of ATI fair market value of the parcel. If the ATI fair market value of the parcel is less than the current fair market value, the exemption otherwise allowed pursuant to this section does not apply. The exemption allowed does not apply unless the owner of the property, or the owner's agent, notifies the county assessor that the property will be subject to the six percent assessment ratio before January 31st for the tax year for which the owner first claims eligibility for the exemption.

South Carolina law also limits the increase in the taxable value of real property attributable to the countywide reassessments to fifteen percent. Market value may increase more than 15%, but if it does, the taxable value is limited or capped. The 15% reassessment cap is not a cap on taxes. The "15% Cap" reduces the value on which some properties are taxed creating a taxable value.

More information can be found here:

<https://www.scstatehouse.gov/code/t12c037.php>

The most recent taxes on the subject are \$393.07 and are reported as paid as of the effective date of this appraisal. Under the state's law governing assessable transfers of interest, when real property is sold the sales price becomes the assessed value for property tax purposes. The property presently has an assessed value of \$585,400; accordingly, should the property transfer for our estimated market value, the property taxes could increase.

2023 Property Taxes

TMS Parcel #	Assessed	Tax Amount	Pymt Status
R300-023-000-128A-0000	\$90,100	\$7.44	Paid
R300-023-000-128B-0000	\$184,700	\$364.70	Paid
R300-023-000-128C-0000	\$120,800	\$6.50	Paid
R300-023-000-128D-0000	\$189,800	\$14.43	Paid
Total	\$585,400	\$393.07	

Site Characteristics

Location

The property is located at 1034 Seaside Road, St. Helena Island, SC 29920 and was surrounded by recreational, agricultural tracts and other residential properties. It is located adjacent to 660 +/- acres formerly known as Henry Farms.

Shape and Topography

The site was irregular in shape with a relatively flat topography. The property has marsh and some tidal creek frontage along tributaries of Harbor River. Surveys are recorded in plat book 13 at page 40 and book 76 at page 114, copies of which are located in the Addenda.

Zoning

The property is zoned Rural (T2R) by Beaufort County. The Rural (T2R) Zone is intended to preserve the rural character of Beaufort County. This Zone applies to areas that consist of sparsely settled lands in an open or cultivated state. It may include large lot residential, farms where animals are raised or crops are grown, parks, woodland, grassland, trails, and open space areas. A copy of zoning regulations is located in the Addenda. Based upon zoning, the property could be subdivided as many as five times at 9 acres total, or if individually sold, each parcel (appx. 3 acres) could be subdivided further.

C. Building Placement		
Setback (Distance from ROW/Property Line)		
Front	50' min.	A
Side Street	50' min.	B
Side		
Side, Main Building	50' min.	C
Side, Ancillary Building	20' min.	
Rear	50' min.	D
Lot Size (Half Acre Minimum)		
Width	n/a	E
Depth	n/a	F
Miscellaneous		
Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front-most immediately adjacent property.		

D. Building Form		
Building Height		
Main Building	2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level ¹	No minimum	
Footprint		
Maximum Lot Coverage ²	n/a	
Miscellaneous		
Loading docks, overhead doors, and other service entries may not be located on street-facing facades.		
Notes		
¹ Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.		
² Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.		
E. Gross Density ³		
	T2 Rural	T2 Rural-Low
Gross Density	0.34 d.u./acre	0.20 d.u./acre
³ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)		

Restrictions and Covenants

The site had no known restrictions or covenants currently in place apart from zoning regulations.

Access

Each of the four parcels are fronted along Seaside Road, a two-lane, paved and county-maintained roadway.

Utilities

The property is connected to electricity and is improved with two wells and two septic tank systems. The working order of these systems is unknown.

Flood Zone

The subject property appears to lie in the 100-year flood plain, which is an area adjoining a river, stream, or watercourse covered by water in the event of a 100-year flood. The flood having a one percent chance of being equaled or exceeded in magnitude in any given year. Factors which may be affected by properties located in such a flood plain include building permits, environmental regulations, and flood insurance. A flood plain map for the area is found in an Addendum to this report.

Environmental Issues

We are qualified to detect the existence of hazardous materials but have no knowledge of the existence of such material on or in the property. This appraisal is predicated on the assumption that there are no such materials on or in the property that could create a loss in value.

Earthquake Hazard Zone

According to the US Geological Survey's seismic hazard map, there is only one area in the southeastern United States in which earthquake peak ground acceleration (PGA) has a 2% chance of being exceeded in 50 years at a value of over 80%g, and that is in the Lowcountry of South Carolina. Talwani and Schaeffer from the University of South Carolina used evidence from previous earthquakes to determine how often earthquakes like the 1886 earthquake have occurred in the Charleston/Coastal area. They determined that earthquakes in the Charleston area appear to occur about every 400-500 years and the possibility that large earthquakes may occur in Georgetown and Bluffton on average 2,000-year cycles. Unfortunately, their data set is limited to only the last 6,000 years because of changes in groundwater levels, which affect the formation of earthquake features. Therefore, it seems unlikely that a large earthquake will occur anytime soon in the Lowcountry. Statistically, there is a 1/400 chance that a large earthquake will occur each year in this area, and a significantly smaller chance in other areas across the southeast. Further information can be found here: <https://www.usgs.gov/>

Strengths and Weaknesses

The property has no outstanding weaknesses. The tract has an abundant live oak tree canopy and other plants indigenous to the Lowcountry of South Carolina; considered to be a strength to the aesthetics of the property. Frontage along the marshes and tidal creeks of Harbor River are considered to be significant strengths.

Conclusion about the Site

Based on the foregoing analysis and the site inspection, in our opinion, the subject property is located on a site that is comparable to that of other marsh front residential properties in the immediate area. Additionally, there is no apparent disadvantage(s) to the site from the perspective of marketability.

Existing Use of the Property

The subject property is used as a residential property.

Title Description

A copy of the primary page of the current, recorded title description can be found in the Addenda to this report.

Compliance with Treasury Regulations

According to the IRS's Treasury Regulation §1.170A-14 (h)(3)(i), the amount of the deduction for a charitable contribution of a perpetual conservation restriction covering a portion of the contiguous property owned by a donor and the donor's family is the difference between the fair market value of the entire contiguous parcel of property before and after the granting of the restriction. The IRS defines the donor's family as his brothers and sisters, spouse, ancestors, and lineal descendants.

In the subject property case, there are no contiguous properties owned by the donor or the donor's family. Thus, this regulation, is not applicable.

Aerial(s)

Tax map parcels R300-023-000-128B-0000, R300-023-000-128C-0000 & R300-023-000-128D-0000 are located on the northern side of Seaside Road.

Tax map parcel R300-023-000-128A-0000 is located on the southern side.

Photographs of the Subject Property



Northern view of marsh from 9.36 acres



Live oaks on the 9.36 acres



Pecan trees and grassy lawn on southern side of 9.36 acres



1.37-acre site with frontage along marshes of the Harbor River (shown on left of image)

Note: Additional photographs are located in an Addendum to this report.

Work Performed

United States Economy

According to a CoStar report, 'The U.S. economy strengthened in the third quarter, with estimates of real GDP growth ranging from better than 3% (on a seasonally adjusted annual rate) to above 4%. Market watchers have pushed back expectations of a mild recession but still expect to see one beginning later this year or early next year, as consumers and businesses slow purchases and investments in the face of higher borrowing costs brought about by the Fed's rate hiking program.

The Federal Reserve raised its overnight lending rate by 525 basis points since March of last year, when it was near zero, pushing its policy rate to its highest level in 22 years, the most aggressive tightening program in history. The Fed's actions were motivated by surging inflation in 2021 caused by pandemic-fueled spending, which outpaced the ability of producers to supply goods and services after having been impacted by COVID-related shutdowns and clogged transportation systems.

Recent data confirm a slowdown in some activity. Manufacturers report new orders for their products have fallen, leading to a contraction in factory activity for 11 consecutive months, and the housing market has seen sales plummet over the past year as higher mortgage loan rates and still elevated prices erode affordability. However, the services sector has been tenacious, with demand for travel, entertainment, and dining out keeping that sector in expansion.

The Fed has made some headway in its attempt to tamp inflation down. The personal consumption expenditures (PCE) price index, the Federal Reserve's preferred measure of inflation, eased from its peak of 7.1% in June 2022 to 3.5% in August of this year, but core PCE, which excludes food and energy prices, has been slower to retreat and still sits at 3.9%, almost twice the Federal Reserve's target. Moreover, so-called "super-core" inflation, which excludes shelter costs and reflects the prices of labor-intensive services, has lingered in the 4% to 5% range for about two years, suggesting there is more work to do to bring inflation back to pre-pandemic rates.

The labor market remains relatively solid. Job gains have been strong, with 336,000 positions added in September. Data from the prior two months were revised higher, yielding a three-month moving average of 266,000 jobs gained, almost four times the 70,000 positions the Federal Reserve considers would bring the labor market into

balance. Both initial and continuing claims for unemployment benefits remain subdued, and the unemployment rate, at 3.8%, remains near its historic low. But there are signs that the labor market is easing. Wage growth has been moderating and, while layoffs are not rising yet, quit rates are down to pre-pandemic levels. Employers are cutting back on hours and are hiring fewer temporary workers, an early sign that demand for labor is pulling back.

Recent revisions to economic data show that households have been spending at a slower pace than previously reported, and business investment weakened more, in response to higher borrowing costs. Real disposable income, earlier reported as still growing, has slowed meaningfully and fell in the past two months. These trends are expected to continue, slowing the economy in coming months.'

UNITED STATES EMPLOYMENT BY INDUSTRY IN THOUSANDS

Industry	CURRENT JOBS		CURRENT GROWTH	10 YR HISTORICAL	5 YR FORECAST
	Jobs	LQ	US	US	US
Manufacturing	12,980	1.0	0.49%	0.76%	0.05%
Trade, Transportation and Utilities	28,841	1.0	0.27%	1.10%	0.13%
Retail Trade	15,546	1.0	0.36%	0.28%	0.10%
Financial Activities	9,152	1.0	0.85%	1.47%	0.12%
Government	22,663	1.0	1.86%	0.38%	0.37%
Natural Resources, Mining and Construction	8,614	1.0	2.32%	2.44%	0.20%
Education and Health Services	25,502	1.0	3.74%	1.89%	0.64%
Professional and Business Services	22,993	1.0	1.12%	2.06%	0.47%
Information	3,046	1.0	-2.14%	1.17%	0.27%
Leisure and Hospitality	16,674	1.0	3.81%	1.51%	0.86%
Other Services	5,879	1.0	2.25%	0.67%	0.26%
Total Employment	156,344	1.0	1.74%	1.34%	0.38%

Source: Oxford Economics
LQ = Location Quotient

According to *Outlook for U.S. Agricultural Trade: August 2023*, written by Bart Kenner and Hui Jiang and published by the United States Department of Agriculture on August 31, 2023, 'the global economic outlook for calendar years (CYs) 2023 and 2024 remains positive despite several economic challenges. These include continued inflation concerns in the United States and elsewhere, uncertainty regarding monetary policies, macroeconomic issues in China, and Black Sea grain trade disruptions due to the Ukraine war.

Recent data from the U.S. Department of Labor's Bureau of Labor Statistics (BLS) suggest that inflation remains persistent, though at lower levels than the highs of the past year. Monetary policy to manage inflation has not dampened Gross Domestic

Product (GDP) growth as initially feared, and growth estimates for CY 2023 have largely been adjusted upward from the previous quarter.

In the United States, BLS data indicate inflation is moderating but continues to be closely monitored by the U.S. Federal Reserve for any signs of trend changes. However, inflation rates in the United States continue to move toward baseline but remain above the U.S. Federal Reserve's 2-percent target.

Despite moderate increases in the monthly personal savings rate, consumer spending continues to prove resilient in the United States as headline inflation has declined. The July 2023 Consumer Price Index (CPI) showed prices increased by 3.2 percent over the past 12 months, 0.2 percent higher than the previous monthly year-over-year mark of 3.0 percent in June. Notably, food-price inflation increased by 4.9 percent over the period. The unemployment rate remains a positive economic indicator, last measured at 3.5 percent in July by BLS.

World real GDP is projected to grow by 3.0 percent in both 2023 and 2024, an upward revision for 2023 from 2.8 percent in the previous forecast as global economies and consumer spending have proven resilient in the face of inflationary pressures. Similarly, projected growth for the United States' real GDP in 2023 is raised to 1.8 percent from the previous estimate of 1.6 percent. Growth in 2024 is expected to moderate to around 1.0 percent.

Real GDP in North America is expected to grow by a projected 1.8 percent in 2023, raised from 1.6 percent previously as forecasts for all three countries have improved. In 2024, North America's total real GDP is projected to grow 1.0 percent. The real GDP forecast for Canada in 2023 is raised to 1.7 from 1.5 percent previously, and growth in 2024 is projected to be 1.4 percent. The forecast for Mexico in 2023 is raised to 2.6 from 1.8 percent. Mexico's economy has proven resilient, and strong trade figures with the United States have helped stimulate export sectors.

<https://www.ers.usda.gov/webdocs/outlooks/107311/aes-125.pdf?v=9072.3>

The State Market and Economy – South Carolina

The subject property is located in county (or counties) of Beaufort, South Carolina. The state, which is roughly triangular in shape and spread over 32,020 square miles, is bordered by North Carolina to the north, the Atlantic Ocean to the east, and Georgia to

the west and south. South Carolina has 5.1 million people, 46 counties, and 187 miles of coastline.

Historically, the state's economy was driven by cotton and textiles, but most of the mills have now closed. Today, agribusiness, advanced manufacturing, advanced materials, and tourism drive the state's economy. Agribusiness, which consists of both agriculture and forestry, has a significant agricultural economic impact on the state at \$41.7 billion (South Carolina Business Climate, 2017 Ed. & www.sccommerce.com). Over the past ten years, agribusiness has grown at 23%, which is one of South Carolina's fastest growing industries.

The state's largest agribusiness sector, forestry, generates an annual economic impact of \$21 billion. Forests comprise approximately 70% of South Carolina's land and directly employ 35,000 workers across the state. Major forest product producers, such as International Paper, Kapstone, Resolute, and Sonoco accounted for approximately 67% of forestry's contribution to the state's economy. In regard to agriculture, there are over 25,000 farms in the state, which encompass approximately 4.5 million acres. Poultry is the state's top commodity (South Carolina Business Climate, 2017 Ed.). Recently, there was an announcement for a \$314 million investment for an Agriculture Technology Campus in Hampton County by Mastronardi, Clear Water Farms, LiDestri Food and Drink, and the GEM Opportunity Zone Fund. This 1,000-acre campus will consist of greenhouses, a 150,000-square-foot distribution center, and a co-packing facility for locally grown and sourced products. This campus is to begin operations in 2022 and will create 1,500 jobs in 5 years.

According to the Division of Research at the Darla Moore School of Business and South Carolina Department of Commerce, advanced manufacturing has been the major industrial force in the state's robust economic growth, and employment in this sector has grown 18% over the past 10 years. The state is number one in the nation for export sales of tires and passenger vehicles. The automotive industry, advanced materials industry, and aerospace industry generate an annual economic impact \$27 billion, \$21.9 billion, and \$19 billion (including military facilities), respectively. The state is considered to be a leader in foreign direct investment with more than 1,200 operations. Major global companies including Boeing, Volvo Cars, BMW, Mercedes-Benz Vans, Giti Tire, Continental, Michelin, Bridgestone, and Bosch have operations throughout the state.

Business development in the state can largely be attributed to the state's pro-business environment. Area Development Magazine ranks South Carolina as one of the top states to do business in the nation because of its overall low cost of doing business, incentives, cooperative state government, low taxes, and speed of permitting. Other factors that promote a friendly business environment include its status as a right-to-work state, low industrial power rates which are 12% lower than the national average, and ease of transportation.

Companies have many modes of transportation with approximately 846 miles of interstate; 2,300 miles of railroads served by CSX Transportation, Norfolk Southern, and eight independent lines; and two international airports, the Greenville-Spartanburg International Airport and the Charleston International Airport. The state also had two public marine terminals at the Port of Georgetown and the Port of Charleston, which will be the deepest harbor on the east coast when dredging is complete, as well as two inland ports in Greer and Dillion. Based on the "The Economic Impact of the South Carolina Ports Authority" written by the Division of Research at USC's Moore School of Business, South Carolina Ports have a \$63.4-billion annual economic impact on South Carolina, over half of which is felt in the upstate due to the number of manufacturers located there. The economic impact for the state translates into about \$1.1 billion in annual tax revenue and 224,963 jobs. According to the South Carolina Ports Authority, the ports create 1 in 10 jobs in South Carolina which pay approximately 32% higher wages a year than the state average.

Local Market Conditions

County Description

Beaufort County, in the south-east part of the state, borders the Atlantic and covers just over 900 square miles – of which almost 38%, or 350 square miles, is water, surrounding hundreds of 'Sea Islands', big and small. The county is part of the area known as South Carolina's 'Lowcountry', and forms part of the environmentally important 350,000-acre wetland and riverine system known as the 'ACE basin'. Until the middle of the 20th. century, the county was dominated by the county seat of Beaufort, chartered in 1711 and often cited as one of the most attractive and desirable southern towns in the United States, both for its location and its well-preserved ante-bellum homes.

Starting in the late 1950s, Beaufort's dominance over the county began to be challenged by the development of Hilton Head Island as a major destination resort aimed at both seasonal visitors and retirees. In 1950, the county population was approximately 27,000.

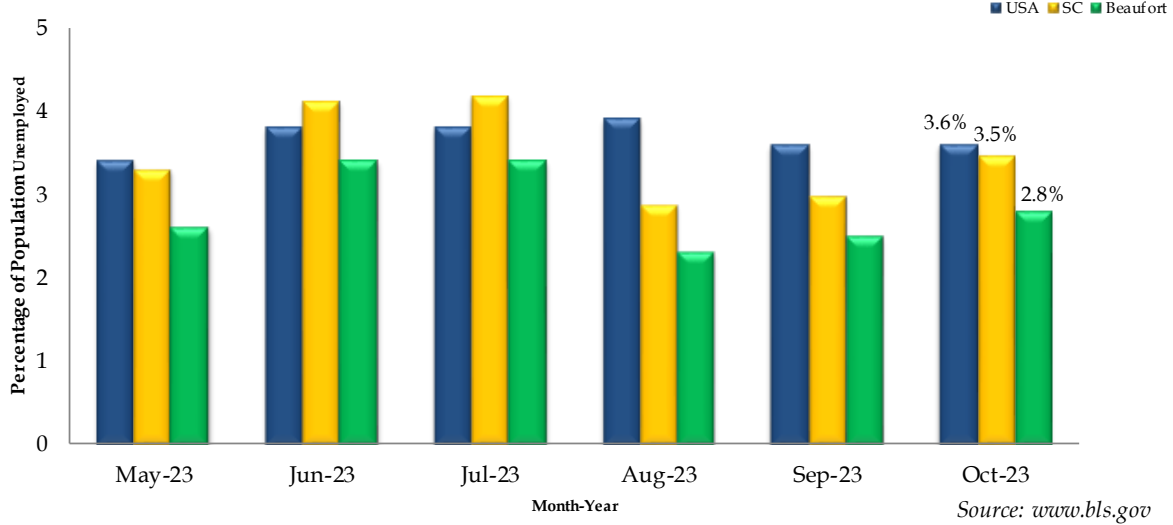
Since then, it has grown more than seven-fold, with the population estimated to be 195,368 in 2020. While Hilton Head Island was the dominant force in this growth for many years, over the past two decades Sun City Hilton Head, the Town of Bluffton and the commercial corridor along US Highway 278 have played increasingly important roles in that growth. The consequence is a somewhat bifurcated county, with the northern 'old-school' Beaufort part of the county frequently over-shadowed by the relative size and affluence of Hilton Head Island and its neighboring communities in the southern part of the county.

The City of Beaufort is the county seat of Beaufort County and was founded in 1711. The downtown area borders the Beaufort River, with the Henry C. Chambers Waterfront Park as its central feature. The City has one of the nation's largest National Historic Landmark Districts. The prominent role of the City and the surrounding sea islands led to the establishment of the federal Reconstruction Era National Monument in 2017. There are several military bases in the area, including the Marine Corps Air Station-Beaufort within the city limits as well as the nearby Parris Island Marine Corps Recruit Depot and the US Naval Hospital; both in nearby Port Royal. The City's population was 13,607 according to the 2020 US Census.

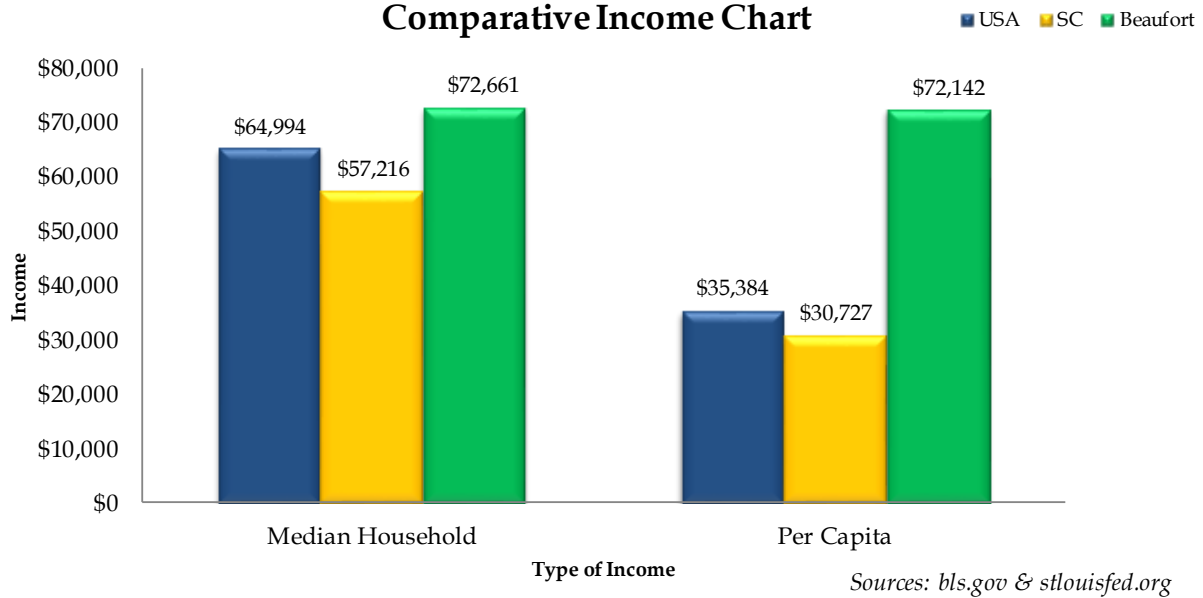
The Local Market & Economy

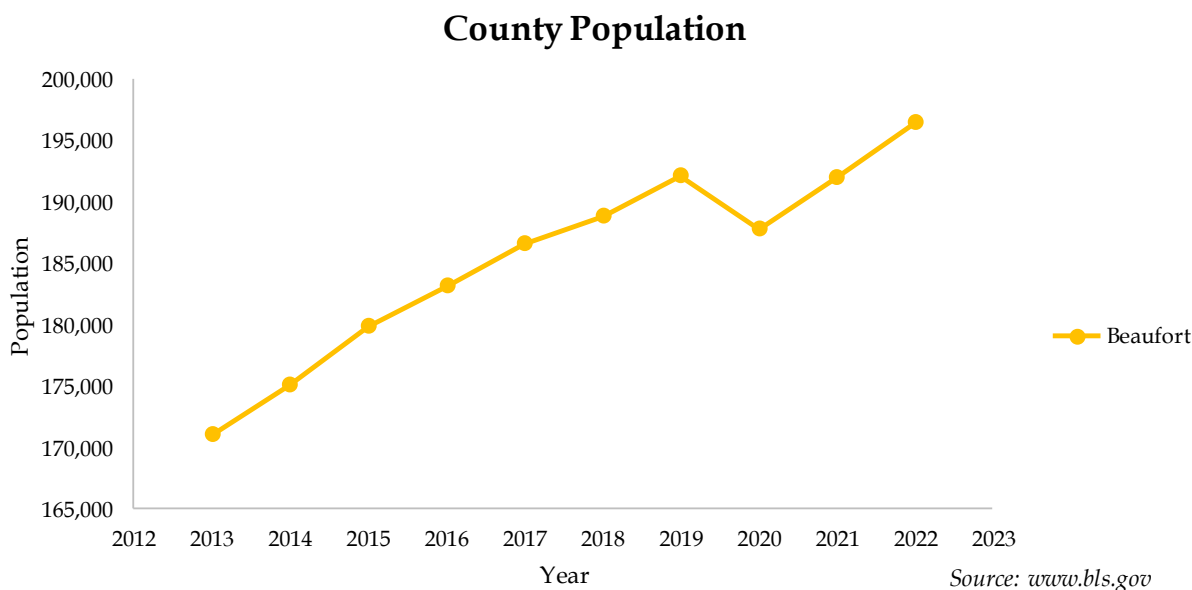
The Bureau of Labor Statistics (BLS), a part of the U.S. Census Bureau, collects and reports data on per capita and median household income using a five-year average, with unemployment and population data also being available from the BLS. Using the most recent data available, the average, per capita income, median household income as well as unemployment for the applicable areas for this report were as follows:

Unemployment Rate - Not Seasonally Adjusted



Comparative Income Chart





This data indicates that the area in which the subject property is located was in a comparatively better position, economically, than the state as a whole. Apart from this statistical data, we also specifically addressed the market for the subject property. Based on discussion with local market participants familiar with the area, the market for properties such as the subject was found to be noticeably improved on the prior year. That same source observed that the market for such properties is likely to improve over the coming year.

Conclusion on the Market for the Subject Property

Based on the foregoing, in our opinion, the market for the subject property is relatively strong and likely to remain so for the foreseeable future - and our report on market value reflected that conclusion.

Most Probable Buyer

Based on the type of property and current market conditions, in our opinion, the most probable buyer of the subject property would be an owner occupier.

Foreclosure Activity

Based on a review of the general market area of the subject property, as well as discussions with a local lender, foreclosure activity in the area is at normal levels.

Exposure & Reasonable Marketing Times

In determining whether or not there is a market for the property, we considered two periods of time – one prior to the appraisal date and the other following that date. The first, known as 'the exposure time', is the estimated length of time the property would have been offered on the market prior to a hypothetical sale at market value on the date of the appraisal. The second, known as 'the reasonable marketing time', is an estimate of the amount of time it might take to sell the property at the estimated market value during the period immediately after the date of an appraisal. In the instant case, we determined, based on a study and review of market conditions, particularly those demonstrated by these comparable sales, that the 'exposure time' needed to consummate a sale prior to the appraisal would have been approximately 6-12 months. Using a similar approach, we then determined the 'reasonable marketing time' to be approximately 6-12 months.

Highest and Best Use

This appraisal is prepared under the assumption that the property's value should reflect its 'highest and best use'. This term means 'the reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity. [Source: Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 7th ed. (Chicago: Appraisal Institute, 2022).]

The subject property must meet four 'highest and best use' criteria, it must be: Physically Adaptable; Legally Permissible; Financially Feasible; and Maximally Productive.

As Vacant Land

Physically Adaptable

Size, shape, area, and terrain affect the use to which land may be developed. The subject property's underlying land is sufficiently regular in shape to allow for many forms of utilization. Surface water runoff is adequate and, based on our site inspection, the soil or sub-soil has no apparent irregularities that would restrict the property from being used in any reasonable manner.

Legally Permissible

The property is zoned Rural (T2R) by Beaufort County. The Rural (T2R) Zone is intended to preserve the rural character of Beaufort County. This Zone applies to areas

that consist of sparsely settled lands in an open or cultivated state. It may include large lot residential, farms where animals are raised or crops are grown, parks, woodland, grassland, trails, and open space areas. A copy of zoning regulations is located in the Addenda. Based upon zoning, the property could be subdivided as many as five times at 9 acres total, or if individually sold, each parcel (appx. 3 acres) could be subdivided further. The site had no known restrictions or covenants currently in place apart from zoning regulations.

C. Building Placement		
Setback (Distance from ROW/Property Line)		
Front	50' min.	A
Side Street	50' min.	B
Side		
Side, Main Building	50' min.	C
Side, Ancillary Building	20' min.	
Rear	50' min.	D
Lot Size (Half Acre Minimum)		
Width	n/a	E
Depth	n/a	F
Miscellaneous		
Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front-most immediately adjacent property.		

D. Building Form		
Building Height		
Main Building	2 stories max.	G
Ancillary Building	2 stories max.	
Ground Floor Finish Level ¹	No minimum	
Footprint		
Maximum Lot Coverage ²	n/a	
Miscellaneous		
Loading docks, overhead doors, and other service entries may not be located on street-facing facades.		
Notes		
¹ Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.		
² Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.		
E. Gross Density ³		
	T2 Rural	T2 Rural-Low
Gross Density	0.34 d.u./acre	0.20 d.u./acre
³ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)		

Financially Feasible

The financial feasibility of a property is best determined by comparing its market value with its acquisition and improvement costs, if any. In the case of the subject's vacant land, such feasibility is not an issue until such time as consideration is given to developing the property.

Maximally Productive

The maximally productive use of the subject must be considered in the light of how it is used, who uses it and the time or period of its use. In this case, the subject property, as vacant land, is best suited for residential use.

Conclusion as to Highest and Best Use

Based on the preceding discussion, and particularly our determination of its maximally productive use, in our opinion, the highest and best use of the subject property, whether

as vacant or as improved, was residential, which will be the same use after the easement is in place as well.

The Scope of Work

There are three main approaches to appraisal valuation: sales, cost and income. In order to properly perform the necessary work, the appraiser must first determine which approaches are applicable. Having made that determination, the appraiser will then undertake appropriate research of both the subject property and its market area. The research performed may include reviews of publicly available data, such as governmental tax and property records; review of proprietary records, such as Multiple Listing and other subscription services; inspection of proprietary data maintained by the appraiser; consideration and inspection of comparable properties, whether sold or listed for sale; and, interviews with participants in the appropriate market place, such as owners, brokers and other appraisers.

As noted above, the first step in this process is the determination of which approach to valuation is appropriate in the circumstances. This is addressed below for each of the three main approaches.

Sales Approach

In the case of residential properties, such as the subject property, the sales approach is a commonly used and accepted method. This is because there is usually a reasonable availability of comparable sales data and because many residential properties are priced and sold on the basis of such data. In the case of the subject property, reasonable data is available, which we identified and analyzed. The detail of those comparables, and an analysis of how their adjusted values led us to a determined value for the subject, is found further on in this report.

As noted above, this report was being prepared for the purposes of establishing the value of the donation of a conservation easement, which requires the appraiser to determine two fair market values: without and with the easement. Accordingly, the analysis under this comparable sales approach identifies and analyses two types of property: first, those without a comparable conservation easement; and, second, those with such an easement.

Cost Approach

This approach is frequently used for buildings and other improvements, particularly in the case of newer properties. In the case of the subject property, there are

improvements on the site; however, in our opinion these added little overall value to the property. Therefore, we determined that the use of this approach for the subject property would not be appropriate.

Income Approach

This approach is generally reserved for appraising income productive properties and is based on the Principal of Anticipation, which reasons that there is value in the expectation of benefits (income) to be received in the future, and that this value may be defined as the present value of all rights to such future benefits. In the immediate case, we utilized a process commonly referred to as direct capitalization, which is a method used to convert an estimate of a single year's income expectancy into an indication of value in one direct step. This is typically achieved by dividing the net income estimate by an appropriate capitalization rate, which is determined either by a band-of-investments, journals or market extraction.

The subject is not an income productive property. Therefore, we determined that this approach was not applicable.

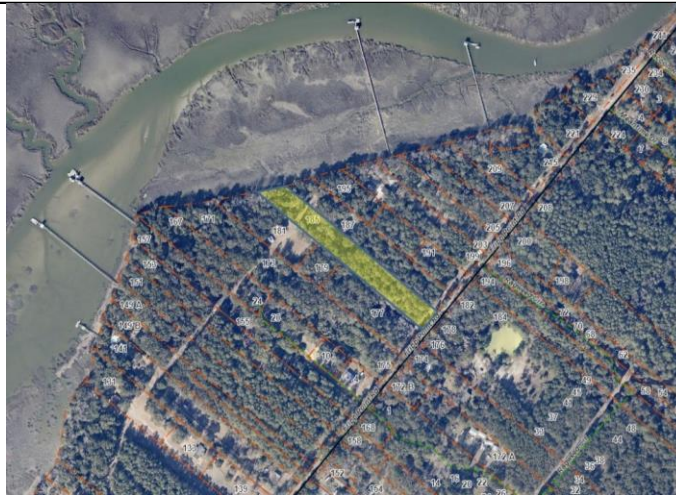
The Sales Approach – No Conservation Easement

As noted above, a primary method of determining the market value of a property is through the identification and analysis of comparable sales, and if appropriate, listings and contracts, of property within reasonable proximity and with reasonable comparability to the subject property. This approach, sometimes called the 'market data' approach is based under a tripartite assumption that: (a) there is a market for a particular property; (b) that both buyers and sellers are fully informed as to the market and state of the market for that type of property; and, (c) that the property will be exposed in the open market for a reasonable period of time.

Value of the Subject

On the following pages are the properties that we identified as suitable comparables for the purpose of establishing market value for the subject property. This data was then analyzed, summarized and adjusted to reflect the variations within those properties that would tend to affect such value.

Land Comparable 1



ID	27819	Tax ID	R300-012-000-0161-0000
Transaction Type	Closed Sale	Grantor	Bernard Wilson
Property Rights	Fee Simple	Grantee	Stephen Derek Freeman and Leslie Ann Freeman
Address	185 Fripp Point Road	Price	\$135,000
City	St. Helena Island	Current Use	Residential Lot
County	Beaufort	Book/Page	4211/496
State	SC	Verification	Public Records, Secondary Sources
Zip	29920	Distance	6.29
Date	1/9/2023		

Values

Acres	2.72	Land SF	118,483.20
Price Per Acre	\$49,632	Price Per Land SF	\$1.14

Comments

This is the sale of a 2.72-acre with the physical address of 185 Fripp Point Road on St. Helena Island, SC on the marshes of Wallace Creek. There are no HOA fees for the property. According to the mls listing, deep water may be possible with limited access; the dock permit in associated docs has expired. A survey is recorded in plat book 118 at 60. The property sold for \$135,000 on January 9, 2023 and had been on the market for 649 days.

Land Comparable 2



ID	27818	Tax ID	R300-016-000-0005-0000
Transaction Type	Closed Sale	Grantor	Horace H. Sibley and Beverly B. Sibley
Property Rights	Fee Simple	Grantee	Mary Hecker McDowell
Address	161 J. Stevens Path	Price	\$180,000
City	St. Helena Island	Current Use	Residential Lot
County	Beaufort	Book/Page	4234/605
State	SC	Verification	Public Records, Secondary Sources
Zip	29920	Distance	3.46
Date	4/17/2023		
Values			
Acres	1.93	Land SF	84,070.80
Price Per Acre	\$93,264	Price Per Land SF	\$2.14
		Improvements Value	\$35,000

Comments

This is the sale of a 1.93-acre with the physical address of 161 J. Stevens on St. Helena Island, SC. There are no HOA fees for the property. The site has marsh and tidal creek frontage on Jenkins Creek. There is a dock suitable for kayaks and a well in place; with contributing values of approximately \$35,000. The site is located approximately one mile down a dirt road off of Sea Island Parkway. The lot faces westerly with sunset views with a live oak canopy, Palmetto, pecan and fig trees. A survey is recorded in plat book 111 at 102. The property sold for \$180,000 on April 17, 2023 and had been on the market for 43 days.

Land Comparable 3



ID	27816	Tax ID	R300-019-000-0009-0000
Transaction Type	Closed Sale	Grantor	Patrick B. Greaser and Eloise C. Greaser
Property Rights	Fee Simple	Grantee	David Hazen Reed and Pamela Kay Reed
Address	95 Harbor Oaks Lane	Price	\$98,000
City	St. Helena Island	Current Use	Residential Lot
County	Beaufort	Book/Page	4281/3256
State	SC	Verification	Public Records, Secondary Sources
Zip	29920	Distance	5.60
Date	10/4/2023		

Values

Acres	1.07	Land SF	46,522.08
Price Per Acre	\$91,760	Price Per Land SF	\$2.11

Comments

This is the sale of a 1.068-acre lot known as Lot 2 of Harbor Oaks Subdivision with the physical address of 95 Harbor Oaks Lane on St. Helena Island, SC. There are no HOA fees for the property. The site has marsh frontage of Harbor River and faces toward the eastern marshes of Hunting Island. A survey is recorded in plat book 54 at 172. The property sold for \$98,000 on October 4, 2023 and had been on the market for 58 days.

Land Comparable 4



ID	27820	Tax ID	R300-013-000-0010-0000
Transaction Type	Closed Sale	Grantor	Dustin S. Carroll and Kelly R. Carroll
Property Rights	Fee Simple	Grantee	Richard Hudak and Cynthia Hudak
Address	306 Fripp Point Road	Price	\$250,000
City	St. Helena Island	Current Use	Residential Lot
County	Beaufort	Book/Page	4296/3283
State	SC	Verification	Public Records, Secondary Sources
Zip	29920	Distance	7.00
Date	11/16/2023		

Values

Acres	2.17	Land SF	94,525.20
Price Per Acre	\$115,207	Price Per Land SF	\$2.64
		Improvements Value	\$7,000

Comments

This is the sale of a 2.17-acre with the physical address of 306 Fripp Point Road on St. Helena Island, SC on the marshes of Coffin Creek. There are no HOA fees for the property. The site is partially cleared and has electricity and a septic tank in place contributing an estimated \$7,000 to the transfer. The property sold for \$173,000 on December 5, 2022 and then sold again for \$250,000 approximately one year later on November 16, 2023. This is an increase in value 45% or 3.8% per month.

Land Comparable 5



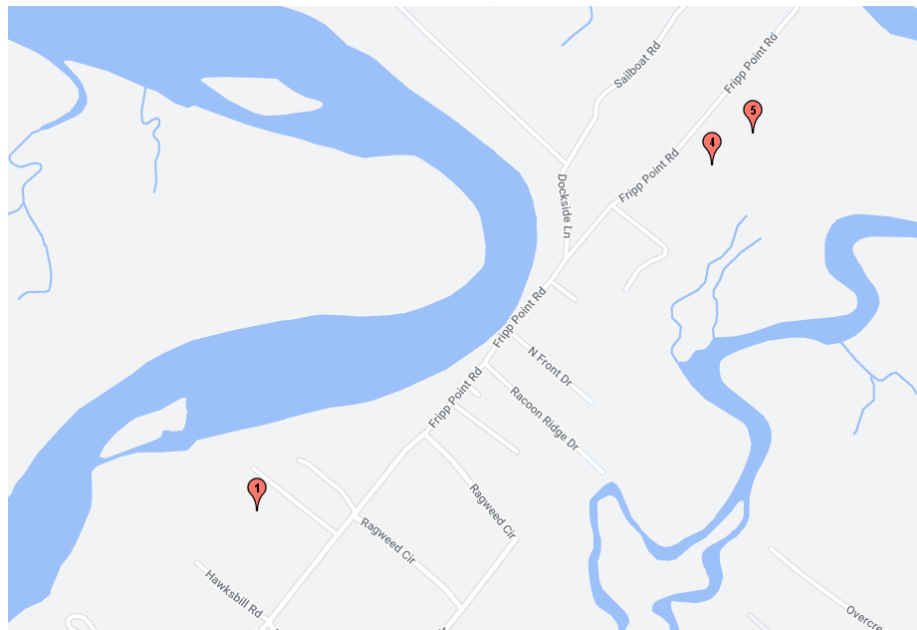
ID	27822	Tax ID	R300-013-000-0382-0000
Transaction Type	Closed Sale	Grantor	George Patrick Stevenson
Property Rights	Fee Simple	Grantee	Dustin S. Carroll and Kelly R. Carroll
Address	314 Fripp Point Road	Price	\$165,000
City	St. Helena Island	Current Use	Residential Lot
County	Beaufort	Book/Page	4308/2986
State	SC	Verification	Public Records, Secondary Sources
Zip	29920	Distance	7.07
Date	2/5/2024		
Values			
Acres	1.10	Land SF	47,916.00
Price Per Acre	\$150,000	Price Per Land SF	\$3.44
		Improvements Value	\$35,000

Comments

This is the sale of a 1.10-acre with the physical address of 314 Fripp Point Road on St. Helena Island, SC on the marshes of Coffin Creek. There are no HOA fees for the property. The site has a garage with electricity, well, septic tank and RV hookup in place contributing an estimated \$35,000 to the transfer. The property sold for \$165,000 on February 5, 2024 and had been on the market for 22 days.

Location Map

The following map shows the relative position of these comparables to the subject property (subject is the yellow pin).



Adjustments & Summary

The following table identifies each of these comparables, by number, in summary form designed to show the value of each. That value is then been adjusted up or down, in percentage terms, for a variety of factors intended to improve the comparability of that property with the subject property, as discussed below.

Adjustment Grid - 3.46, 2.90 and 3 acres parcels					
Comparable	1	2	3	4	5
ID	27819	27818	27816	27820	27822
Date	1/9/2023	4/17/2023	10/4/2023	11/16/2023	2/5/2024
Price	\$135,000	\$180,000	\$98,000	\$250,000	\$165,000
Acres	2.720	1.930	1.068	2.170	1.100
Improvements	\$0	\$35,000	\$0	\$7,000	\$35,000
Value per Acre	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Transaction adjustments					
Property rights					
<i>As adjusted</i>	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Finance or Concessions					
<i>As adjusted</i>	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Conditions of sale					
<i>As adjusted</i>	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Post Acqn. Costs					
<i>As adjusted</i>	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Market Timing	26%	20%	11%	9%	4%
<i>As adjusted</i>	\$62,537	\$90,155	\$101,854	\$122,060	\$122,909
Property adjustments					
Proximity to beaches	(14%)		(14%)	(14%)	(14%)
Site	33%	33%	33%	20%	20%
Adjustments	19%	33%	19%	6%	6%
As adjusted value	\$74,419	\$119,907	\$121,206	\$129,384	\$130,284
Relative size		(10%)	(15%)	(10%)	(15%)
Total net adjustments	19%	23%	4%	(4%)	(9%)
As adjusted price	\$74,419	\$107,916	\$103,025	\$116,445	\$110,741

Adjustment Grid - 1.37 acre parcel

Comparable	1	2	3	4	5
ID	27819	27818	27816	27820	27822
Date	1/9/2023	4/17/2023	10/4/2023	11/16/2023	2/5/2024
Price	\$135,000	\$180,000	\$98,000	\$250,000	\$165,000
Acres	2.720	1.930	1.068	2.170	1.100
Improvements	\$0	\$35,000	\$0	\$7,000	\$35,000
Value per Acre	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Transaction adjustments					
Property rights					
<i>As adjusted</i>	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Finance or Concessions					
<i>As adjusted</i>	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Conditions of sale					
<i>As adjusted</i>	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Post Acqn. Costs					
<i>As adjusted</i>	\$49,632	\$75,130	\$91,760	\$111,982	\$118,182
Market Timing	26%	20%	11%	9%	4%
<i>As adjusted</i>	\$62,537	\$90,155	\$101,854	\$122,060	\$122,909
Property adjustments					
Proximity to beaches	(14%)		(14%)	(14%)	(14%)
Site	33%	33%	33%	20%	20%
Adjustments	19%	33%	19%	6%	6%
As adjusted value	\$74,419	\$119,907	\$121,206	\$129,384	\$130,284
Relative size	20%		(5%)	10%	(5%)
Total net adjustments	39%	33%	14%	16%	1%
As adjusted price	\$89,303	\$119,907	\$115,146	\$142,322	\$123,769

Transactional Adjustments

The preceding summary addresses a series of factors affecting property value. Price adjustments including potential property rights, financing, sales conditions, expenditures, and market conditions can impact the per unit value of the property. As a result, we examined all comparable sales for any potential price adjustments. Based on the analysis of the comparable sales, we determined that multiple transactional adjustments are warranted.

In order to determine the bare land values of the comparable sales, it was necessary to subtract contributing values of any improvements that existed.

Sale 4 sold for \$173,000 on December 5, 2022 and then sold again for \$250,000 approximately one year later on November 16, 2023. This is an increase in value of 45% or 3.8% per month in market appreciation. Since the fall of 2023 there has been somewhat of a decrease in market appreciation due to higher interest rates. Sale 5 is very near Sale 4 and considered similar to that property with the exception of improvements and acreage size. It's per acre unit value increased by approximately 6% as compared to Sale 4 in a three-month period that equates to 2% per month in market appreciation. We have chosen an average market timing adjustment of 20% annually (1.6667% / month) for marsh front land sites in the immediate area.

Location Adjustments

The location of properties can have a significant impact on their perceived and actual value. In considering the subject property and the multiple comparables, we looked at multiple locational factors that, in our opinion, could influence and affect value. In order to establish relative values for these factors, we assigned each of the properties, for each factor, a value on a scale from 1 to 5, with 5 being the highest.

Poor	1
Below average	2
Average	3
Above average	4
Good	5

Proximity to Beaches

Research indicates that similar property types in closer proximity to the beaches, such as Hunting Island are selling slightly higher than sites farther away. Thus, sales 1, 3, 4 and 5 were ranked between average and above average for this factor. The subject and Sale 3 were ranked as average. The adjustments are computed by mathematically relating the comparables and the subject. We determine their ratio to the subject property, and then multiplying that ratio against the subject property's scale value.

Summary

The following table brings these elements together and establishes what, in our opinion, is a reasonably objective determination of the relative differences in value attributable to each comparable by virtue of its locational difference from the subject property:

	Location Adjustment					
	Subject	1	2	3	4	5
Proximity to beaches	3.0	3.5	3.0	3.5	3.5	3.5
	3.0	3.5	3.0	3.5	3.5	3.5
Location adjustment		(14%)	0%	(14%)	(14%)	(14%)

Site Adjustments

The physical attributes of a property can impact their perceived and actual value. In considering the subject property and the comparables, we looked at physical factors that, in our opinion, influence and affect value. In order to establish relative values for these factors, we have assigned for each of the properties, for each factor, a value on a scale from 1 to 5, with 5 being the highest. These ratings were not intended to imply that a particular factor is considered poor or underperforming but is intended to illustrate that a particular factor is inferior or superior in comparison to the subject. The following table identifies the elements for the subject property and the comparables and establishes what, in our opinion, is a reasonably objective determination of the relative differences in value attributable to each comparable by virtue of its differences from the subject property.

Ease of access onto site

The property as well as sales 1, 2, 4 and 5 have frontage along paved roads and were ranked as above average for this characteristic. Sale 3 is accessed via a dirt road and was ranked as average.

Marsh frontage

The subject has significantly greater marsh frontage than that of the comparable sales. All of the sales were ranked as average, while the subject was rated as good for its superior marsh frontage.

Shape

Comparable sales 1 and 2 are long and narrow in shape with less usability to the sites. These two sales were ranked as below average for this factor. The subject and the other sales were given an average ranking.

Please note that for each of these ratings, which were to some extent subjective, we have allowed for marginal attributions by assigning less than whole numbers to a category where we deemed appropriate:

	Site Adjustment					
	Subject	1	2	3	4	5
Ease of access onto site	4.0	4.0	4.0	3.0	4.0	4.0
Marsh Frontage	5.0	3.0	3.0	3.0	3.0	3.0
Shape	3.0	2.0	2.0	3.0	3.0	3.0
	12.0	9.0	9.0	9.0	10.0	10.0
Site adjustment		33%	33%	33%	20%	20%

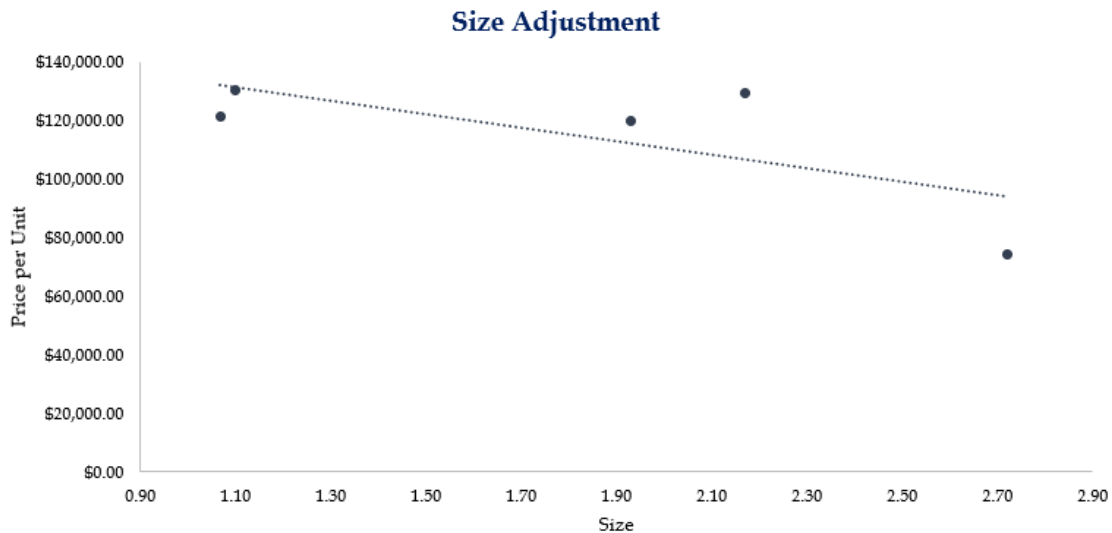
Relative Size

In general, it is an established probability that the larger a property, the lower its per unit value. For that reason, it is important that small properties not be relied upon to value large properties. In this selected group of comparables, we have attempted to address this issue by selecting only those sales that were reasonably comparable, among other things, by reference to their relative size. However, as these comparables do vary in size, we did perform a test, using simple linear regression analysis, to determine whether or not they exhibited any reasonable level of correlation between their size and their as-adjusted values.

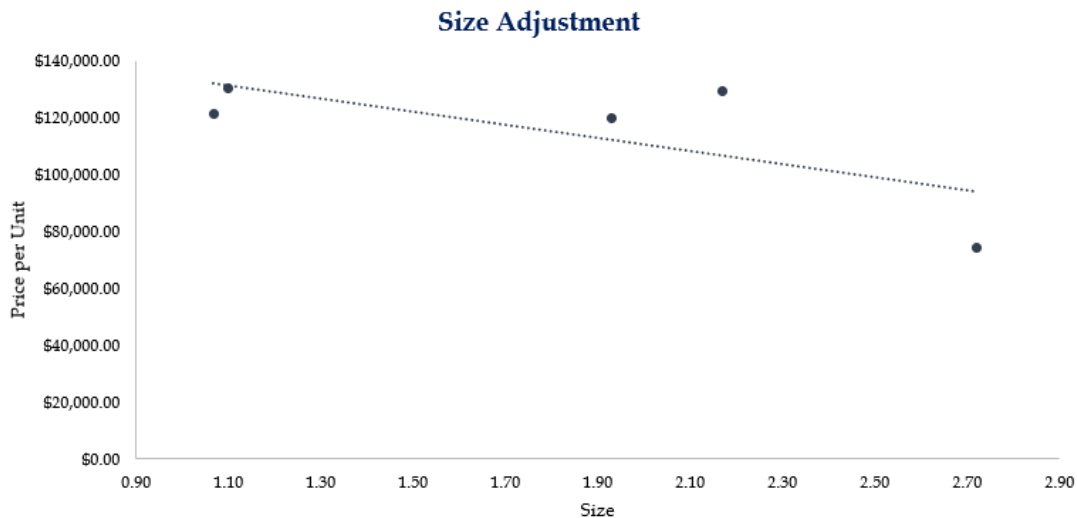
The size adjustment represents the final factor that could, possibly, affect value. For such an adjustment to be made, it is necessary to first determine that there is, indeed, some reasonable correlation between values and size. In our opinion, to make that determination properly, only the as-adjusted values should be considered. To do otherwise would make any such determination of correlation invalid because factors outside of size would not have been adjusted for and could, accordingly, corrupt the correlation. Thus, in our analysis, we have first adjusted for all other factors. Then,

using the as-adjusted values, we determined, using regression analysis, whether or not there was reasonable evidence of a correlation between size and value. In the case of the subject property, we concluded that such a correlation did exist. Accordingly, we have adjusted to properly align their as-adjusted values with their related size.

Linear Regression for 3.46, 2.90- and 3-acre parcels



Linear Regression for 1.37-acre parcel



The same comparable sales were used for the analysis of both portions of the subject property. The only change in adjustments was based upon acreage size differences.

Appraised Value before Granting the Restriction for 3.46-, 2.9- and 3-acre parcels totaling 9.36 acres

We placed the most weight on Comparables 1, 4 and 5. Sales 1 and 4 are most similar in size to the three parcels that make up this portion of the subject property. Sale 5 is the most recent sale. Equal but lesser weight was placed on the remaining sales. Therefore, in our opinion the value of the subject was as follows (without a conservation easement in place):

Value Indication - Before CE	
Total Acreage Size	9.36
Value/unit	\$100,000
Total Value	\$936,000
Rounded	\$936,000

Appraised Fee Simple Value of the 1.37-acre parcel

We placed the most weight on Comparables 2, 3 and 5 as these parcels were most similar in acreage size to this portion of the subject property. Sale 5 is the most recent sale. Equal but lesser weight was placed on the remaining sales. Therefore, in our opinion the value of the subject was as follows:

Value Indication - Fee Simple	
Acreage Size	1.37
Value/unit	\$120,000
Total Value	\$164,400
Rounded	\$164,000

Conservation Easements and the Bundle of Rights

The 'bundle of rights' is a metaphor intended to demonstrate the legal relations between property owners and others. The metaphor has been in use since the early 20th. century and those 'rights' are probably best enumerated by the legal scholar A.M. Honoré, writing in 1961, who identified eleven components or 'sticks' in the bundle – eight positive and three negatives.

In the context of determining the value of the grant of a conservation easement, appraisers have frequently resorted to the use of some version of the bundle of rights in an attempt to identify and quantify the rights being relinquished. While this approach may have some validity it also has some significant weaknesses - the most obvious of which is the arbitrary allocation of relative value to each 'stick' in the bundle. That said, the following table attempts to do just that and allocate relative values to each of the eleven sticks, both before the granting of the easement and after:

	Before	After
1. The right to possess - exclusive physical control	20%	10%
2. The right to use - personal enjoyment and use	25%	20%
3. The right to manage - who gets to use it and how	15%	10%
4. The right to the income - that does or could flow from the property	20%	10%
5. The right to capital - the power to consume, waste or modify	20%	10%
6. The right to security - nobody can take it from you	5%	5%
7. The power of transmissibility - the power to devise or bequeath	5%	5%
8. The absence of term - the indeterminate length of one's ownership	5%	5%
9. The prohibition of harmful use - you cannot use to harm others	-5%	-5%
10. Liability to execution - it could be taken to satisfy a debt	-5%	-5%
11. Residuary character - the property could revert to the government	-5%	-5%
	100%	60%

As noted, this allocation of before and after values is arbitrary. However, it does serve to highlight the possible impact on the various ownership rights that the subject property's proposed easement entails. Our purpose in including this tabular presentation is not to rely upon it for determining value but rather to allow it to act as the backdrop, and partial corroboration, for what we believe to be more reliable indicators of the loss in value attributable to a conservation easement, which are the sales of encumbered properties, discussed and analyzed in the following section.

Sales Approach - Subject to Conservation Easement

Previously in this report determined an appraised fair market value for the property as if there were no restrictions on its use. This section performs a similar review of comparable sales, but this time for properties encumbered with a set of conservation easement restrictions similar to those proposed for the subject property.

Based on the preceding analysis and discussion of the restrictions imposed by the proposed easement, and the effect of the usage of the land, we identified sales of comparable property that had similar restrictions. Because these types of sales are relatively infrequent, we considered a wider market area and a greater time frame that might otherwise have been the case. The comparable properties are as follows:

Comparable Encumbered Land Sale 1

Location	Liberty County, GA
TMS#	005 001
Grantor	The Conservation Fund
Grantee	Jamie M. McGowan, Sr.
Date of Sale	January 30, 2014
Sales Price	\$198,000
Deed Recorded	Deed Book 1810 Page 700
Size of Tract	242.80 +/- Acres
Unit Sales Price	\$815.00 per acre
Verified by	Deed, Inspection, & Buyer

Remarks This property was subject to a 2012 conservation easement (Deed book/page 1728/565) held by the Georgia Land Trust. In 2014, the property was transferred for \$198,000; in 2011, without the easement in place, the subject property and adjoining property totaling 513.90 +/- acres was sold at \$1,452 per acre, a diminution in value of approximately 44%.

Comparable Encumbered Land Sale 2

Location	Long County, GA
TMS#	042 0002
Grantor	The Conservation Fund
Grantee	St George Timberland Holdings, Inc.
Date of Sale	April 24, 2013
Deed Recorded	Deed Book 411 Page 328
Acres	500.1
Total price	\$507,000
Unit Sales Price	\$1,014
Verified by	Public records, Seller

Remarks This property is located in northeast Long and northwest Liberty counties, this sale consisted of one continuous parcel which adjoined Fort Stewart. In 2013, the property was transferred for \$507,000; in 2011, without the easement in place, the property and adjoining properties totaling 1,214.62 +/- acres were sold at \$1,975 per acre, a diminution in value of approximately 49%.

Comparable Encumbered Land Sale 3

Location	Jasper County, SC
TMS#	015-00-01-066
Grantor	Cypress Creek Company, LLC
Grantee	Black Swamp, LLC
Date of Sale	September 6, 2013
Sales Price	\$617,512.50
Deed Recorded	Deed Book 864, Page 800
Size of Tract	274.45 Acres
Unit Sales Price	\$2,250 per acre (Land & Timber)
Verified by	Deed and Grantee

Remarks This was the sale of a small tract located in rural Jasper County. This property was covered by a 2005 conservation easement held by Lowcountry Open Land Trust, Inc. (deed book 336 on page 11-23) at the time of its sale. Based on our market research, unencumbered acreage in this immediate market area would have sold at an average price of \$3,370 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately \$1,120, or approximately 33%.

Comparable Encumbered Land Sale 4

Location	Jasper County, SC
TMS#	015-00-01-056 (portion of)
Grantor	Cypress Creek Company, LLC
Grantee	BPB Creek Company, LLC
Date of Sale	January 14, 2014
Sales Price	\$1,463,920
Deed Recorded	Deed Book 866, Page 039
Size of Tract	731.96 Acres
Unit Sales Price	\$2,000 per acre (Land & Timber)
Verified by	Deed and Grantee

Remarks This was the sale of a tract located in rural Jasper County. This property was covered by a 2005 conservation easement held by Lowcountry Open Land Trust, Inc. (deed book 336 on page 11-23) at the time of its sale. Based on information provided to us, this easement had similar restrictions to those of the subject property. Based on our in-house data and market research comparable, unencumbered acreage in this market area would have sold at an average price of \$3,370 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately \$1,370, or approximately 41%.

Comparable Encumbered Land Sale 5

Location	Williamsburg County, SC
TMS#	45-070-025
Grantor	Raymond & Judith Dominici
Grantee	Carl C. Causey
Date of Sale	December 12, 2017
Sales Price	\$289,000
Deed Recorded	Deed Book 487, Page 054
Size of Tract	462.71 Acres
Unit Sales Price	\$625 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Broker

Remarks This was the sale of a tract located in Williamsburg County. This property was covered by conservation easement at the time of its sale. Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of \$2,093 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately \$1,467, or approximately 70%.

Comparable Encumbered Land Sale 6

Location	Dorchester County, SC
TMS#	166-00-00-005
Grantor	Roy Walker
Grantee	Cynthia Jackson, et al.
Date of Sale	August 20, 2018
Sales Price	\$110,000
Deed Recorded	Deed Book 11542, Page 268
Size of Tract	37.00 Acres
Unit Sales Price	\$2,973 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Broker, Inspection

Remarks This was the sale of a tract located in Dorchester County. This property was covered by certain covenants and restrictions dated May 1, 2018 (Deed Book 113322, Page 277). The site is also subject to the Development Agreement by and between Dorchester County, South Carolina and MWV-East Edisto Dorchester, LLC dated December 12, 2012 (Deed Book 8601, Page 1). This agreement has been modified and amended. The site is further restricted by covenants by MWV-East Edisto Summers Corner, LLC dated October 9, 2017 (Deed Book 11039, Page 168). Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of \$5,249 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately \$2,276, or approximately 43%.

Comparable Encumbered Land Sale 7

Location	Berkeley County, SC
TMS#	052-00-00-002
Grantor	Joseph R. West, Jr.
Grantee	Kellie L. Swoyer
Date of Sale	May 28, 2020
Sales Price	\$220,000
Deed Recorded	Deed Book 3372, Page 843
Size of Tract	85.21 Acres
Unit Sales Price	\$2,582 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Broker, Inspection

Remarks This was the sale of a tract located in Berkeley County. This property is subject to conservation easement dated November 17, 2011 and held by The Lord Berkeley Conservation Trust. This easement is recorded with Berkeley County in Deed Book 9212 at Page 1. This was amended on October 9, 2019 and recorded with Berkeley County in Deed Book 3158 at Page 55. Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of \$3,591 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately \$1,009, or approximately 28%.

Comparable Encumbered Land Sale 8

Location	Richland County, SC
TMS#	R35600-01-03
Grantor	The Congaree Land Trust
Grantee	Chris & Sharri Edwards
Date of Sale	March 04, 2021
Sales Price	\$85,000
Deed Recorded	2592/1010
Size of Tract	34 Acres
Unit Sales Price	\$2,500 per acre (Land & Timber)
Verified by	Public records, aerial, sales agent, inspection, appraisal

Remarks This was the sale of a 34 +/- acre recreational tract located at the intersection of Highway 601 (McCords Ferry Road) and Leesburg Road across from the Columbia Fire Department Station 31 in eastern Richland County. The site was clear-cut approximately 10 years before this transfer and allowed to naturally regenerate the existing timber stand. It sold on 4/29/2019 from Harvey J. Rosen to The Congaree Land Trust for \$95,200 and is recorded in deed book 2389 at page 1571. The purchaser placed a conservation easement on the site and immediately placed it back on the market to sell with Billy Cate of Rural Land Investments for \$95,200. The most notable restrictions on the site were no industrial or commercial uses, no subdivision of the site and one single-family residence can be built. This decrease in value is approximately 10.71%.

Comparable Encumbered Land Sale 9

Location	Berkeley County, SC
TMS#	074-00-01-044
Grantor	Evening Post Publishing Company
Grantee	Wee Nee Santee, LLC
Date of Sale	March 29, 2021
Sales Price	\$1,440,000
Deed Recorded	Deed Book 3768, Page 882
Size of Tract	769.649 Acres
Unit Sales Price	\$1,871 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Broker, Inspection

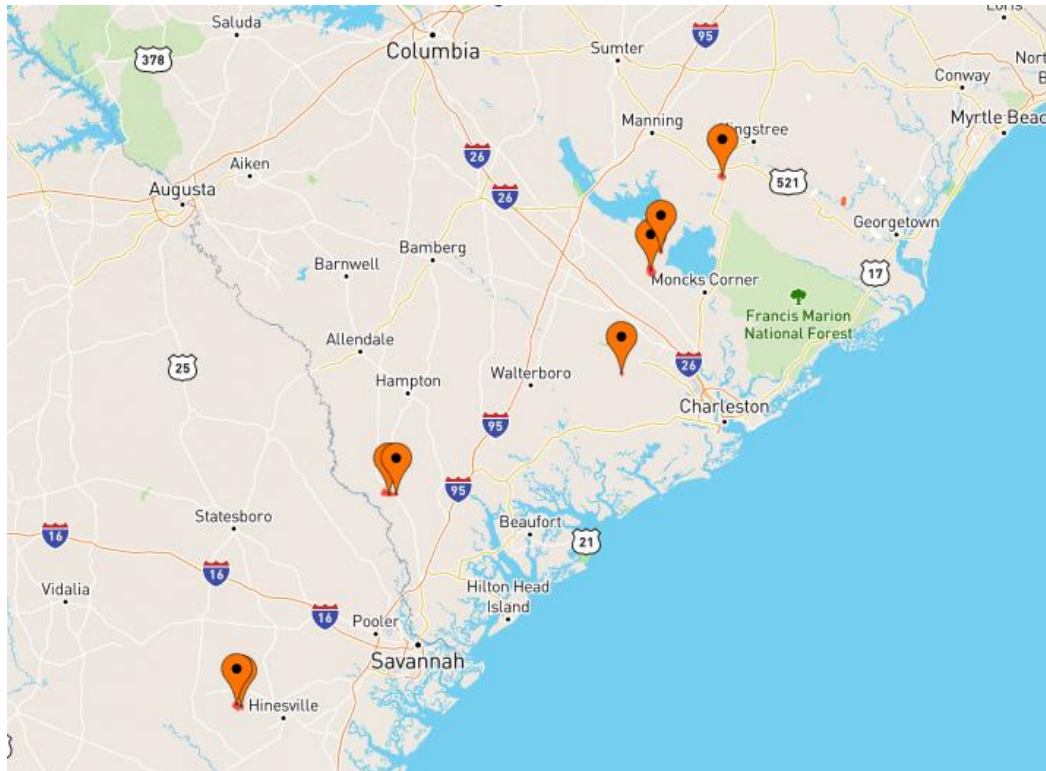
Remarks This was the sale of a tract located in Berkeley County. This property was covered by a 2006 conservation easement held by The Nature Conservancy. (Deed Book 9212 on Page 1) at the time of its sale. Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of \$2,338 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately \$1,038, or approximately 44%.

Comparable Encumbered Land Sale 10

Location	Berkeley County, SC
TMS#	098-00-00-017
Grantor	LBCT Trade Property LLC
Date of Sale	April 15, 2021
Sales Price	\$350,000
Deed Recorded	Deed Book 3785, Page 519
Size of Tract	1,424.45 Acres
Unit Sales Price	\$246 per acre (Land & Timber)
Verified by	Public Records, Secondary Source, Grantor

Remarks This was the sale of a tract located in Berkeley County. This property was covered by a 2002 conservation easement held by Lord Berkeley Conservation Trust. (Deed Book 03262 on Page 1) at the time of its listing. Based on our market research comparable, unencumbered acreage in this market area would have sold at an average price of \$1,280 per acre at the time of the transfer. Therefore, the diminution in value attributable to the easement is deemed to be approximately \$1,035, or approximately 81%.

The following map shows the relative position of these comparables.



The following table summarizes the discussion information detailed earlier:

Summary					
#	County/State	Year	Acres	Verified	Difference
1	Liberty, GA	2014	243.00	Grantee	44%
2	Long, GA	2013	500.00	Grantee	49%
3	Jasper, SC	2013	274.00	Grantee	33%
4	Jasper, SC	2014	732.00	Grantee	41%
5	Williamsburg, SC	2017	462.71	Broker	70%
6	Dorchester, SC	2018	37.00	Broker	43%
7	Berkeley, SC	2020	85.00	Broker	28%
8	Richland, SC	2021	34.00	Appraisal	11%
9	Berkeley, SC	2021	769.65	Broker	44%
10	Berkeley, SC	2021	1,424.45	Grantor	81%
Mean					44%
Median					44%
High					81%
Low					11%

The preceding table shows an average diminution in value attributable to the imposition of a conservation easement of 44%. While the range is relatively significant, in our opinion the average value is higher than what may be attributable to the subject property given its rural location. Based on discussions with knowledgeable third parties, the sales price of encumbered land will typically range from 35-40% below that of similar but unencumbered property, before consideration of any collateral benefit, which will be discussed later in this report.

Summary of the Loss in Value Arising from Granting the Easement (9.36 acres)

We recognize the above sales are much larger in acreage size than that of the subject. As well, we are of the opinion, the most unfavorable consequence to the imposition of the proposed restrictions would be no further subdivision of the 9.36 acres. Rural (T2R) by Beaufort County zoning district currently allows the property to be subdivided as many as five times, or if individually sold, each parcel (appx. 3 acres) could be subdivided further.

The proposed restrictions indicate the property, which exists as three parcels right now, can have no further subdivision. Considering the whole 9.36 acres, current subdivision of five minus the restricted subdivision of three equates to a remaining value of 60%, thus, resulting in a diminution of value of approximately 40% as a result of the imposition of the conservation easement.

Reconciliation

This report has determined two values for the subject property: first, the value as presently constituted, with no restrictive covenants for both the 9.36 acres tract and the 1.37 acres site and second, the value once the proposed conservation easement is granted on the 9.36 acres tract.

For the 9.36 acres, the difference between these two, representing the difference between the fair market value of the property before and after the granting of the restriction was \$374,000 and was the loss in value attributable to the granting of the easement as of Monday, April 22, 2024.

Overall Summary - 1034 Seaside Road, St. Helena Island

TMS Parcel #	Acreage	Before Easement	After Easement	Proposed Easement
				Donation
R300-023-000-128B-0000	3.46	\$346,000	\$208,000	
R300-023-000-128C-0000	2.90	\$290,000	\$174,000	
R300-023-000-128D-0000	3.00	\$300,000	\$180,000	
	9.36	\$936,000	\$562,000	\$374,000
TMS Parcel #	Acreage	Fee Simple Value		
R300-023-000-128A-0000	1.37	\$164,000	N/A	N/A

Assumptions and Limiting Conditions

General Assumptions

This appraisal report is based on the following assumptions:

That title to the property is good and marketable unless otherwise stated.

The property is under responsible ownership and management.

The property is free of all liens and encumbrances, including material easements and rights of way, unless otherwise stated.

That the facts, estimates and opinions furnished to us by others were given in good faith and were honestly expressed.

Any data or information provided by the owners or their agents are substantially correct.

There are no hidden or other unapparent conditions in or on the property that would change the appraised value.

That structural and mechanical conditions which visually appear to be sufficient for their intended purpose are indeed so.

That the owner has maintained the property in compliance with all applicable federal, state and local regulations and laws, including the payment of any related taxes, unless otherwise stated.

That all applicable zoning, use regulations and restrictions have been complied with.

That all required licenses, certificates, legislated or administrative consents from any local, state or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimated in this report is based.

That the utilization of the land and any improvements is within the boundaries or property lines of the property, unless noted within the report.

That revenue stamps placed on deeds, used to indicate comparable sales, were in the correct amount to reflect the true and actual money consideration involved; and that the information secured from brokers or interested parties to verify the transactions, is in conformity with the facts.

Limiting Conditions

This report is made expressly subject to the following stipulations and conditions:

No responsibility is assumed for any legal descriptions or for any matter requiring legal competence.

Any sketches, plans or drawings are provided only to assist the reader in visualizing the property.

We specifically accept no responsibility for damage from termites, woodborers or any other wood-infesting insects.

No responsibility is assumed for any adverse condition that would only be discoverable by an inspection performed by a qualified engineer or similar specialist.

We are not qualified to detect the existence of hazardous material but have no knowledge of the existence of such materials on or in the property. This appraisal is predicated on the assumption that there are no such materials on or in the property that could cause a loss in value, unless so noted.

No responsibility is assumed by us for matters that are legal in nature, or for auditing or engineering opinions, nor is any opinion of the title rendered herewith.

Possession of this report or any copy does not carry with it the right of publication, nor may the report, or any portion thereof, be used for any purpose by any but the Client without the previous written consent of the appraiser.

This property has not been surveyed to establish the facts of legal description and dimensions; these are presumed to be substantially as stated in information provided to us.

The provision of this report does not obligate us to voluntarily give sworn testimony with reference to the property evaluated. If given, such testimony would be contingent upon both appropriate compensation and the opportunity to review the appraisal report in light of market change.

This report is an opinion of value and does not constitute any form of guarantee of that value.

To the best of our knowledge, the presence of Radon has not been detected on this property or, if detected, has been determined that the level is considered safe according to the standards established by the Environmental Protection Agency. We do not, however, make any guarantees or warranties that the property has been tested for the presence of Radon, or, if tested, that the tests were conducted pursuant to EPA approved procedures.

The property was not reviewed to determine whether or not it is in conformity with the various requirements of the Americans with Disabilities Act of 1990, as amended. It is possible that a compliance survey could determine that the subject property does not conform to one or more of the requirements of the ADA. If so, this fact could have a negative effect on the market value of the subject property.

The names and qualifications of the appraiser or appraisers who materially assisted in the preparation of this report are found below. For the sake of simplicity and consistency, the use of the terms 'we' or 'us', rather than the first person singular, has been used throughout this report to reflect the possibility that more than one appraiser participated in the work performed for this report.

Extraordinary Assumptions and Hypothetical Conditions

An extraordinary assumption is 'an assumption, directly related to a specific assignment as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.' (*USPAP 2024-2025*)

A hypothetical condition is 'a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.' (*USPAP 2024-2025*)

There are no extraordinary assumptions or hypothetical conditions in this report.

Certification and Qualifications of the Appraiser

Certification Statement

- I, Travis Lee Avant, certify to the best of my knowledge and belief:
- I certify to the best of my knowledge and belief:
- I hold myself out to the public as an appraiser or perform appraisals on a regular basis;
- Because of my appraiser's qualifications as described in this appraisal, that I am qualified to make appraisals of the type of property being valued;
- I am not the donor or taxpayer who claims or reports a deduction under section 170 for the property that is being appraised, a party to the transaction in which the donor acquired the property being appraised, or the donee of the appraised property;
- I understand that an intentionally false or fraudulent overstatement of the value of the property described in the qualified appraisal or appraisal summary may subject we to a civil penalty under section 6701 for the aiding and abetting an understatement of tax liability, and, moreover, we may have appraisals disregarded pursuant to 31 U.S.C. 330 (c); and
- I understand that a substantial or gross valuation misstatement resulting from an appraisal of the value of property that we know, or reasonably should have known, would be used in connection with a return or claim for refund, may subject we to a civil penalty under section 6695A.
- This certification is made with respect to the appraisal I made of property described in the attached report. The property is to be contributed by Luke H. Inabinett, Sr. (Grantor) to Open Land Trust (Grantee).

- I hereby certify that to the best of my knowledge and belief:
- I am Certified General Real Estate Property Appraiser for the state in which the Property is located, as that term is defined by us Qualifications Board under authority of the Financial Institutions Reform, Recovery and Enforcement Act of 1989 (FIRREA);
- My analyses, opinions, and conclusions were developed, and my appraisal report relating to the Property was prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Section of the National Association of Realtors.
- In making the appraisal of the Property, I applied generally accepted professional appraisal standards, including, if applicable, those established for gifts of qualified conservation contributions as defined under section 170(h) of the Internal Revenue Code as more fully described under section 1.170A-14(h)(3)(i) and (ii);
- This appraisal of the Property satisfies all requirements for a “qualified appraisal” as that term is defined under section IRC § 170(f)(11)(C) and (E)(i)(II). This appraisal report is in compliance with this regulation.
- The term “qualified appraiser”, as defined in IRC § 170(f)(11)(E)(ii), means an individual who: (1) Has earned an appraisal designation from a recognized professional appraiser organization or met minimum education and experience requirements as set forth in the regulations, (2) Regularly performs appraisals for which the individual receives compensation, and (3) Meets such other requirements as prescribed by the Secretary in regulations or other guidance. This appraiser has met these qualifications.
- This appraisal was prepared by a qualified appraiser in accordance with generally accepted appraisal standards.
- I have the expertise and experience to make appraisals of Conservation Easements and Conservation Lands;

- I have not been barred from presenting evidence or testimony in any administrative proceedings before the Department of the Treasury or the Internal Revenue Service or other administrative bodies;
- The appraisal of the Property has taken into account any increase in value to nearby real property owned by the Grantor or a party related to the Grantor, resulting from the contribution of the Property to Open Land Trust;
- I have been advised that the Grantor (Luke H. Inabinett, Sr.) is not, a “covered person” as defined below;
- Covered Person: All employees, Board members, Chapter Trustees/Advisors, and, as defined below, close relatives, major donors, related organizations, and other insiders.
- Close Relatives: Spouse, child (natural or adopted), parent and step-parent, in-laws, grandchild, grandparent, brother or sister of a covered person, and any person with whom a covered person shares living quarters under circumstances that closely resemble a marital relationship or who is financially dependent upon the covered person.
- Major Donor: An individual, corporation, or foundation that makes a gift or pledge of \$100,000 or more at any one time or cumulatively within a 5-year period prior to the occurrence of the conflict either in cash, appreciated securities, other assets or in land, easement, or bargain sale value.
- Other Insiders: Individuals, such as former board of director’s members, former Chapter Trustees, members of Conservation advisory boards or committees, volunteers or former employees who, by their continued involvement with the Trust, either have access to inside information that could place them within a conflict situation or could give the appearance of such persons having the ability to unduly influence the Trust. Depending on the facts and circumstances, an independent contractor may be an “other insider” where that person or entity has access to inside information.

- Inside Information: Any material information that is identified as confidential and proprietary, pertaining to the business and affairs of the Trust, whether related to a specific transaction or to matters pertaining to the Trust's interest, activities, and policies.
- Related Organizations: Any organization in which a covered person directly or indirectly:
 - Owns or controls a 5% or more of any voting security; or is a director, executive officer, executor, administrator, trustee, beneficiary, controlling partner, or otherwise serves in a fiduciary capacity or holds a substantial beneficial interest; or has legal or de facto power to control the election of a majority of directors; or has legal or de facto power to exercise a controlling influence over the management or policies. "Organization" includes a corporation, partnership, trust, estate, joint venture, and unincorporated affiliation of any kind as well as public boards and commissions and not-for-profit organizations.
- The existence (or absence) of a relationship between Donor and Conservation Trust; did not influence our conclusion of fair market value on the property that is the subject of this appraisal report.
- I understand that this certification will be provided to Conservation Trust; as part of its procedures relating to accepting donations of conservation and land conservation easements.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, impartial and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved.
- We have not previously appraised the real property which is the subject of this appraisal within the three-year period immediately preceding acceptance of this assignment.

- I have no bias with respect to the property that is the subject of this report or to the parties involved in the assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development of reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- I have made a personal inspection of the subject property.
- Also certify that I have attended or remotely studied the Conservation Transactions Seminar sponsored by the Bank on October 19, 2022, which I further acknowledge is required to perform appraisal services in association with a Bank-funded real estate transaction.
- Compass South Tax ID is #30-0410310.

Professional Associations

- The report analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.
- As of this date of this report, I am in good standing, completed the continuing educational requirements and in compliance with programs of the Accredited Senior Appraiser (ASA) and Appraisal Review Management (ARM) of the American Society of Appraisers.
- As of this date of this report, I am in good standing, completed the continuing educational requirements and in compliance with the program as designated member of the International Right-of-Way Association.

- The report analysis, opinions, and conclusions were developed, and this report has been prepared in conformity with the Code of Professional Ethics and Standards of Professional Practices of the Appraisal Institute.
- The use of the report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- As of this date of this report, I am in good standing with the Appraisal Institute and a General Review Candidate on the AI-GRS designation path and have completed that Standards and Ethics Education Requirements.



Travis Lee Avant, ASA, ARM-RP, R/W-AC
SC Certified General Real Estate Appraiser CG 4749

Statement of Qualifications of the Appraiser**Travis Lee Avant**

ASA -Accredited Senior Appraiser Designation and Appraisal Review RP Designation

Employment History

1983 to 1986 United States Army
 1986 to 2000 Law Enforcement, Colleton Co. SC, including six years as elected Sheriff
 2000 to 2003 Criminal Investigator, SC Law Enforcement Division -SLED
 2003 to 2007 General Appraiser, Hartnett & Co, Charleston, SC
 2007 to 2009 Summary Court Magistrate in Colleton County (parttime)
 2011 to 2013 Colleton County Election Commission Board Director
 2007 Current- Present founder and co-owner of CSI and principal and team lead appraiser of Compass South Appraisals

Education

1987 Graduate of Trident Tech College, AS Public Service
 1994 Graduate, the F.B.I. National Academy, Quantico, VA
 1996 National Sheriff's Institute Administrators Academy, Colorado
 2000 Graduate, The University of South Carolina, AS and Bachelor of Science

Current Business and Professional Affiliations

ASA - Designated Accredited Senior Appraisers and Appraisal Review
 ASA - Representative of the Ethics Committee
 Board President, Palmetto Rural Telecommunication
 Board Director, South Carolina Broad Band Association
 Board Director, Executive Committee, SC Palmetto Agribusiness Council
 Board Director with a Community Bank

Current State Certified General Real Estate Appraiser License

Active: Alabama, Georgia, North Carolina, South Carolina, Tennessee and Virginia – temporary licenses
 in past – Texas, Arkansas, Mississippi and Florida.

Brokers Real Estate License

Accredited Buyers Representation - ABR® designee of NAR. Real Estate organization that encourages the highest standard of ethical business practices.

Appraisal Experience

Twenty years as an appraiser with extensive experience appraising various types of rural and commercial and residential properties. To include commercial, industrial, office and retail uses, c-stores hotels, residential subdivision and a variety of special purposes type properties. Experience includes timberland, recreational property, historical plantations, venues, and agricultural products, such as poultry, and

orchards. I have completed over one hundred appraisal assignments involving conservation and preservation easements.

I have completed over hundreds of eminent domain assignments with litigation experience. Eminent Domain clients include condemnor and condemnee for property owners, several counties and municipal governments, utility companies and law firms across South Carolina. I have experience in appraisal review; completed over 100 hours of training with emphasis on appraisal review training and have experience providing technical, UASFLA and USPAP compliance appraisal reviews. I have testified as a witness in Federal, State, Family, Master of Equity, Common/Civil and Criminal Court.

Articles and Presentations

Contributor for the TAQEEM appraisal review manual was recently published by the American Society of Appraisers. TAQEEM is a Saudi Authority for Accredited Valuations for the government of a Middle Eastern country. I have served a few times as a guest instructor for ASA regarding Appraisal Review courses as well as providing instructions to a few organizations on the appraisal process.

Appraisal Education

Eminent Domain, SCDOT, 2024

SC Land Use, Seminar Group, 2024

Conservation Easements: Legal, Appraisal, Accounting, and Ethical Issues, Appraisal institute 2023

Business Practice and Ethics, Appraisal institute, 2023

Appraising Environmentally Contaminated Properties, 2023

Conservation Transactions: Legal and Appraisal Matters, SCCB 2022

Comprehensive Appraisal Overview, Appraisal Institute, 2022

Appraisal Review Theory, Appraisal Institute, 2021

Easement Valuation, IRWA, 2021

Supervisory - Trainee Course, 2021

Code of Ethics, IRWA, 2021

Eminent Domain, IRWA, 2020

Comprehensive Appraisal Overview, Appraisal Institute, 2020

Appraisal Review Theory, Appraisal Institute, 2019

Realtors ® Appraisal Code of Ethics, 2018

Cost Approach Certificate, Core Logic, 2018

The Law and Litigation with Eminent Domain, SC Bar, 2018

Uniform Standards, USPAP, every year and current

Eminent Domain and Condemnation, Appraisal Institute, 2018

Expert Witness / Scope of Work / Going Concern, Appraisal Society Appraisers 2017

Forest Valuation II, Appraisal Institute, 2017

Principals of Real Estate Appraisals, IRWA 2017

Uniform Appraisal Standards for Federal Land Acquisitions, 2016, 2017

Ethics and the Right of Way Profession, IRWA, 2016

Appraisal Review Management, Appraisal Society Appraisers, 2015, 2016

Accredited Buyers Representation - ABR® designee, NAR, 2015

Standards of Practice for the Right of Way Professional, IRWA 2015

The Valuation of Partial Acquisitions, IRWA 2015

Real Estate Finance, Statistics Valuation Modeling, Appraisal Institute, 2013
General Appraisal Report Writing and Case Studies, Appraisal Institute, 2013
Hypothetical and Extraordinary Conditions, Appraisal Institute, 2012
Conservation Easements, 2006, 2012, 2013, 2015
Business Practice & Ethics, Appraisal Institute, 2012
Fundamentals of Separating Real Property, 2012
Appraising the Appraiser, Appraisal Institute, 2012
Applied Forest Finance, FORISK, 2010
Advanced Sales and Cost Approach, Appraisal Institute, 2009
Advanced Income Capitalization, Appraisal Institute, 2009
Commercial Real Estate Analysis, CCIM, 2006
The Professional Guide to URAR- Secondary Mortgages, 2005
Appraisal Principles, Appraisal Institute, 2005
Discounted Cash Flow, 2004
Applied Income Property Valuation, 2003
Advanced Income Capitalization Procedures, 2003
Introduction to Income Property Appraisal, 2003
Financial Cash Flow, 2003, 2013
Appraising Single family Residences, 2003
Applied Property Valuation Case study 2003
Principals of Real Estate Appraisals, 2003



Addenda

Addendum A	County Information on Subject
Addendum B	Easement Terms Sheet
Addendum C	Photos
Addendum D	Flood Map

1/23/24, 2:12 PM

Beaufort County, South Carolina



Beaufort County, South Carolina

generated on 1/23/2024 2:12:11 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128A 0000	00305903	1047 SEASIDE RD,	1/19/2024	2023	2024
Current Parcel Information					
Owner	INABINETT LUKE H SR	Property Class Code	AgVac NonClassified		
Owner Address	10 CHIQUITA POINT ST HELENA ISL SC 29920	Acreage	1.3700		
Legal Description	PARCEL B PB13 PG40 PB76 PG114 *T ACCT 89 INCORRECT OWNER PLAT ATT TO JR#76150 AC ADJUSTED BY PLAT SUBJ TO ROLLBACK TAX LIEN				
Historic Information					
Tax Year	Land	Building	Market	Taxes	Payment
2023	\$90,100		\$90,100	\$7.44	\$7.44
2022	\$60,100		\$60,100	\$7.71	\$7.71
2021	\$60,100		\$60,100	\$7.54	\$7.54
2020	\$60,100		\$60,100	\$7.36	\$7.36
2019	\$60,100		\$60,100	\$7.28	\$7.28
2018	\$60,100		\$60,100	\$7.03	\$7.03
2017	\$84,600		\$84,600	\$7.22	\$7.22
2016	\$84,600		\$84,600	\$7.11	\$7.11
2015	\$84,600		\$84,600	\$33.66	\$33.66
2014	\$84,600		\$84,600	\$33.60	\$33.60

https://sc-beaufort-county.governmax.com/svc/agency/sc-beaufort-county/tab_summary_report.asp?PrintView=True&r_nm=tab_report&t_wc=revobjid%3D305903%7Cparcelid%3DR300+023+000+128... 1/2

1/23/24, 2:12 PM

Beaufort County, South Carolina

Grantor	Sales Disclosure		Deed	Vacant	Sale Price
	Book & Page	Date			
FREEMAN HAROLD HARMON CONNIE FREEMAN	2450 1378	9/27/2006	Fu		\$75,000
FREEMAN ANNA	7 6150	5/1/1989	Sp		\$0
FREEMAN ANNA	110 162	1/1/1980	Fu		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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1/23/24, 2:07 PM

Beaufort County, South Carolina



Beaufort County, South Carolina

generated on 1/23/2024 2:07:04 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128B 0000	00305912	10 CHIQUITA PT,	1/19/2024	2023	2024

Current Parcel Information					
Owner	INABINETT LUKE H	Property Class Code	AgImp Forest		
Owner Address	10 CHIQUITA PT ST HELENA ISLAND SC 29920-9802	Acreage	3.4600		
Legal Description	1985 MASCOT/GREY/SER#MHG1821/52X24/SUBJ TO ROLLBACK TAX LIEN~2/11 0.26 AC ADDED FM 23/350				

Historic Information					
Tax Year	Land	Building	Market	Taxes	Payment
2023	\$158,000	\$26,700	\$184,700	\$364.70	\$364.70
2022	\$105,000	\$13,900	\$118,900	\$305.40	\$305.40
2021	\$105,000	\$13,900	\$118,900	\$296.53	\$296.53
2020	\$105,000	\$13,900	\$118,900	\$293.39	\$293.39
2019	\$105,000	\$13,900	\$118,900	\$286.66	\$286.66
2018	\$105,000	\$13,900	\$118,900	\$280.21	\$280.21
2017	\$166,700	\$12,800	\$179,500	\$644.83	\$644.83
2016	\$166,700	\$12,800	\$179,500	\$629.37	\$629.37
2015	\$166,700	\$12,800	\$179,500	\$615.13	\$615.13
2014	\$166,700	\$12,800	\$179,500	\$600.76	\$600.76

https://sc-beaufort-county.governmax.com/svc/agency/sc-beaufort-county/tab_summary_report.asp?PrintView=True&r_nm=tab_report&t_wc=revobjid%3D305912%7Cparcelid%3DR300+023+000+128... 1/2

1/23/24, 2:07 PM

Beaufort County, South Carolina

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
INABINETT LUKE H FLORENCE	463 931	10/1/1986	Fu		\$0
FRIPP JOSEPH	353 725	8/1/1982	Fu		\$41,900
FRIPP CALVIN	353 721	7/1/1982	Fu		\$0
FRIPP CALVIN	3 9421	8/1/1971	Sp		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
R01	MHOME	Manufactured Home	1985	0	0		
R01	BOATD	Waterfront Boat Dock	1950	0	0		128
R01	PIER	Waterfront Pier	1950	0	0		400

1/23/24, 2:08 PM

Beaufort County, South Carolina



Beaufort County, South Carolina

generated on 1/23/2024 2:08:26 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128C 0000	00305921	1034 SEASIDE RD,	1/19/2024	2023	2024
Current Parcel Information					
Owner	INABINETT LUKE H SR		Property Class Code	AgVac Forest	
Owner Address	10 CHIQUITA POINT ST HELENA ISLAND SC 29920		Acreage	2.9000	
Legal Description	PARCEL A2 PB13 PG40 PG76 PG114 *SEE 2002 TX ACCT #10478219 AC ADJUSTED BY PLAT *T ACCT 89 INCORRECT OWNER SUBJ TO ROLL BACK TAX LIEN				

Historic Information					
Tax Year	Land	Building	Market	Taxes	Payment
2023	\$120,800		\$120,800	\$6.50	\$6.50
2022	\$83,600		\$83,600	\$6.77	\$6.77
2021	\$83,600		\$83,600	\$6.60	\$6.60
2020	\$83,600		\$83,600	\$6.42	\$6.42
2019	\$83,600		\$83,600	\$6.34	\$6.34
2018	\$83,600		\$83,600	\$6.09	\$6.09
2017	\$88,200		\$88,200	\$6.28	\$6.28
2016	\$88,200		\$88,200	\$6.17	\$6.17
2015	\$88,200		\$88,200	\$10.89	\$10.89
2014	\$88,200		\$88,200	\$10.83	\$10.83

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1/23/24, 2:08 PM

Beaufort County, South Carolina

Grantor	Sales Disclosure		Deed	Vacant	Sale Price
	Book & Page	Date			
INABINETT LUKE H SR	11 8561	7/16/2002	Sp		\$0
FREEMAN HAROLD JR PHILLIS W	1545 1087	2/6/2001	Fu		\$60,000
WALKINSHAW JOSEPHINE	526 1713	3/1/1989	Fu		\$0
WALKINSHAW JOSEPHINE	110 161	1/1/1980	Fu		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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1/23/24, 2:10 PM

Beaufort County, South Carolina



Beaufort County, South Carolina

generated on 1/23/2024 2:10:08 PM EST

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R300 023 000 128D 0000	00305930	1042 SEASIDE RD,	1/19/2024	2023	2024

Current Parcel Information		
Owner	INABINETT LUKE H SR	Property Class Code
Owner Address	10 CHIQUITA POINT ST HELENA ISL SC 29920	AgVac Forest 3.0000
Legal Description	MOBILE HOME SITE SUBJ TO ROLL BACK TAX LIEN	

Historic Information					
Tax Year	Land	Building	Market	Taxes	Payment
2023	\$189,800		\$189,800	\$14.43	\$14.43
2022	\$126,600		\$126,600	\$14.97	\$14.97
2021	\$126,600		\$126,600	\$14.62	\$14.62
2020	\$126,600		\$126,600	\$14.26	\$14.26
2019	\$126,600		\$126,600	\$14.12	\$14.12
2018	\$126,600		\$126,600	\$13.61	\$13.61
2017	\$185,200		\$185,200	\$13.99	\$13.99
2016	\$185,200		\$185,200	\$13.80	\$13.80
2015	\$185,200		\$185,200	\$11.53	\$11.53
2014	\$185,200		\$185,200	\$13.14	\$25.27

https://sc-beaufort-county.governmax.com/svc/agency/sc-beaufort-county/tab_summary_report.asp?PrintView=True&r_nm=tab_report&t_wc=revobjid%3D305930%7Cparcelid%3DR300+023+000+128... 1/2

1/23/24, 2:10 PM

Beaufort County, South Carolina

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
FREEMAN HAROLD JR WEBB ANNETTE	1920 2278	2/2/2004	Fu		\$60,000
FREEMAN HAROLD JR WEBB ANNETTE	11 8561	7/16/2002	Sp		\$0
SCOTT GLADYS	1282 54	4/10/2000	QC		\$10
SCOTT GLADYS PINCKNEY JOSEPH JR ANNA FREEMAN	564 1571	10/17/1990	QC		\$1
SCOTT GLADYS PINCKNEY JOSEPH JR ANNA FREEMAN	110 160	1/1/1980	Ot		\$0
		12/31/1776	Or		\$0

Improvements

Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size
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State of South Carolina,

COUNTY OF BEAUFORT

931

KNOW ALL MEN BY THESE PRESENTS, THAT

I, Florence Inabinett

in the State aforesaid _____ for and _____ in consideration of the sum of
Ten and no/100 (\$10.00) Dollars and love and affection for my husband ~~_____~~ ~~Dollars;~~

to _____ in hand paid at and before the sealing of these presents by Luke H. Inabinett
 Route 2, Box 476, Frogmore, South Carolina 29920

in the State aforesaid _____ the receipt whereof is hereby
 acknowledged, have granted, bargained, sold and released, and by these Presents do grant, bargain, sell and
 release unto the said Luke H. Inabinett, his heirs and assigns forever, my undivided one-
half interest in and to the following described real property, to-wit:

ALL that certain piece, parcel or lot of real property situate, lying and being on
 St. Helena Island, Beaufort County, South Carolina. The real property is more
 precisely shown as 3.2 acres and is designated Parcel A-3 on a plat that may be
 found in the RMC Office for Beaufort County, South Carolina, in Plat Book 13 at Page
 40. The said 3.2 acres is bounded on the North and on the West by the Club Bridge
 Creek; on the Southeast by a road which is known as Seaside Road, and on the South-
 west by Parcel A-2 which now or formerly was held by Josephine Walkinshaw.

This is the same real property acquired by Luke H. Inabinett and Florence Inabinett
 by deed from Joseph Fripp recorded on August 25, 1982, in Deed Book 353 at Page 725,
 in the RMC Office for Beaufort County, South Carolina.

BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	Submap	Parcel	Block
300	23		128B	

932

This deed prepared by: W. Brantley Harvey, Jr., Esquire, of the law firm of
Harvey & Battey, P. A., 1001 Craven Street, Beaufort, South Carolina 29902.

TOGETHER with all and singular, the Rights, Members, Hereditaments and Appurtenances to the said
Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto the said

Luke H. Inabinett, his

Heirs and Assigns forever.

AND I do hereby bind myself and my Heirs, Executors and Administrators, to warrant and forever defend, all and singular, the said Premises unto the said 933
Luke H. Inabinett, his

Heirs and Assigns, against me and my Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS my Hand and Seal, this _____ day of October
 in the year of our Lord one thousand nine hundred and eighty-six and in the two hundred and eleventh
 year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
 IN THE PRESENCE OF

Diane Kenny
W. Brantley Harvey Jr.

Florence Inabinett (L. S.)
FLORENCE INABINETT (L. S.)

The State of South Carolina,

Beaufort County.

PERSONALLY appeared before me Diane Kenny
 and made oath that s/he saw the within named Florence Inabinett
 sign, seal, and as her act and deed, deliver the within written Deed,
 and that s/he with W. Brantley Harvey Jr.
 witnessed the execution thereof.

SWORN to before me, this _____
 day of October A.D. 19 86
W. Brantley Harvey Jr. (SEAL)
 Notary Public of South Carolina
 My Commission Expires:

Diane Kenny

Harvey & Battey, P. A.
WELF/ghy/rlie:

State of South Carolina,
COUNTY OF BEAUFORT

Florence Inabinett

TO

Luke H. Inabinett

TITLE TO REAL ESTATE

Filed 12th day
of November A.D. 1986
at 2 51 o'clock P. M.
and recorded in Book 463

Page 931 Fee, \$ 4.00
81 Howard Ave
R. M. C. or Clerk Court C.P. & G. S.

Beaufort County, S.C.

Recorded this 20th day
of November, 1986
in Book 8 Page 823

Fee, \$

Paul J. Battey
Auditor Beaufort County, S. C.

BEAUFORT COUNTY S.C. DEPT. OF RECORDS
CLERK

934

'86 NOV 12 PM 2 51

3/10/04 Date 515

COUNTY TAX 66.00

STATE TAX 156.00

BEAUFORT COUNTY SC- ROD

BK 01920 PGS 2278-2280

DATE: 03/09/2004 04:06:48 PM

INST # 2004015451 RCPT# 226073

Item 14.

STATE OF SOUTH.

COUNTY OF BEAUFORT

) TITLE TO REA

RECORDED
2004 Mar -30 04:22 PM

Sharon O. Burns
BEAUFORT COUNTY AUDITOR

KNOW ALL MEN BY THESE PRESENTS, THAT WE, HAROLD FREEMAN, JR.
AND ANNETTE S. WEBB, in the State aforesaid for and in consideration of the sum of SIXTY
THOUSAND AND NO/100 (\$60,000.00) DOLLARS to us in hand paid at and before the
sealing of these presents by LUKE H. INABINETT, SR., 10 CHIQUITA POINT, ST. HELENA
ISLAND, S.C. 29920 in the State aforesaid for which the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released and by these Presents do grant,
bargain, sell and release unto the said LUKE H. INABINETT, SR., his heirs and assigns forever
the following described real estate, to-wit:

**ALL that certain piece, parcel or lot of land situate, lying and being on
St. Helena Island, Beaufort County, South Carolina, containing three (3)
acres, and is shown and designated as Parcel A-1 on that certain plat which is
recorded in the office of the RMC for Beaufort County at Plat Book 13
Page 40 For a more complete and accurate description of the metes, bounds,
courses and distances, reference may be had to said plat.**

**This is a portion of same property which was the subject of a quiet title
action (Case No. 02-CP-07-271) conveyed to the Grantors herein by Order
of Thomas Kemmerlin, Jr., Master in Equity for Beaufort County, said
Order signed July 16, 2002. See also: Judgment Roll No. 118561.**

**This Deed prepared by Dore Law Firm, P.A., 133 Sea Island Parkway,
Lady's Island, S.C. 29902.**

DMP# 300-23-128D

TOGETHER with all and singular, the Rights, Members, Hereditaments and
Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto
the said LUKE H. INABINETT, SR., his heirs and assigns forever.

AND we do hereby bind ourselves and our Heirs, Executors and Administrators, to warrant and

ADD DMP Record 3/27/2004 12:47:04 PM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R300	023	000	128D	0000	00

forever defend, all and singular, the said Premises unto the said LUKE H. INABINETT, SR., his heirs and assigns forever against us and our Heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our hands and seals this 2nd of February, in the year of our Lord two thousand two (2002) and in the two hundred and twenty-sixth year of the Sovereignty and Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF

Marge C Mack

signature of 1st witness

[Signature]

signature of 2nd witness (Notary)

[Signature]

HAROLD FREEMAN, JR.

[Signature]

ANNETTE S. WEBB

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) PROBATE

PERSONALLY, appeared before me the undersigned witness and made oath that she saw the within named Harold Freeman, Jr. and Annette S. Webb sign, seal and as their acts and deed, deliver the within written Deed, and that she with the other witness witnessed the execution thereof.

Margie C Mack

SWORN to before me this

2nd day of February, 2004


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/16/2013

5/11 RW
Done 12/6/06

BEAUFORT COUNTY SC - ROD
BK 02450 PGS 1378-1382
FILE NUM 2006078529
09/28/2006 04:10:55 PM
REC'D BY R WEBB RCPT# 446834
RECORDING FEES 11.00
County Tax 82.50
State Tax 195.00

Item 14.

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT) TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS THAT HAROLD FREEMAN AND
CONNIE FREEMAN HARMAN^{CH.}, in the State aforesaid for and in consideration of the sum of
SEVENTY-FIVE THOUSAND AND NO/100 (\$75,000.00) DOLLARS to us in hand paid at
and before the sealing of these presents by LUKE H. INABINETT, SR., 10 Chiquita Point, St.
Helena Island, SC 29920, in the State aforesaid, for which the receipt whereof is hereby
acknowledged, have granted, bargained, sold and released and by these presents do grant,
bargain, sell, and release unto the said LUKE INABINETT, his heirs and assigns forever the
following described property, to-wit:

"SEE ATTACHMENT"

TOGETHER with all and singular, the Rights, Members, Hereditaments and
Appurtenances to the said Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said Premises before mentioned unto
the said LUKE INABINETT, his heirs and assigns forever,

AND I do hereby bind myself and my heirs, executors, successors and assigns, to
warrant and forever defend, all and singular, the said premises unto the said LUKE INABINETT,
his heirs and assigns, against me and my heirs, successors and assigns and all persons
whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands and seals this 27th day of Sept, in the year of our Lord two
thousand six (2006) and in the two hundred and twenty-ninth year of the Sovereignty and

ADD DMP Record 10/23/2006 11:49:27 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R300	023	000	128A	0000	00

RECORDED
2006 Oct -23 04:56 PM
Sharon D. Burris
BEAUFORT COUNTY AUDITOR

Independence of the United States of America.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

WITNESSES AS TO HAROLD FREEMAN

Margie C. Mack

signature of 1st witness

[Signature]

signature of 2nd witness (Notary)

Harold Freeman

HAROLD FREEMAN

Connie Freeman Harmon

CONNIE FREEMAN HARMON

CH.

WITNESSES AS TO CONNIE FREEMAN HARMON

[Signature]

signature of 1st witness

[Signature]

signature of 2nd witness (Notary)

MARK KOSHER - SMITH - NOTARY PUBLIC
6 CARLOS PLACE, LONDON W1K 3AP
TEL: 020 7498 2606
notarypublicinlondon.com

Signed before me and
by Connie Freeman Harmon
this 18th August 2006
and the other witness



STATE OF _____)

COUNTY OF _____)

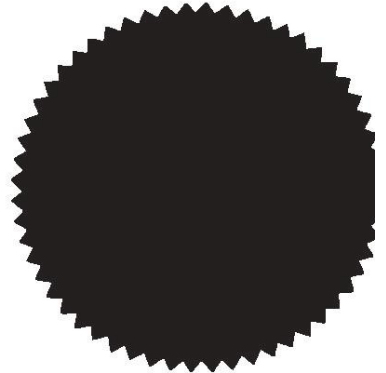
ACKNOWLEDGMENT AS TO
CONNIE FREEMAN HARMAN

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Connie Freeman Harmon ^{CA.} sign, seal and as her act and deed, deliver the within written Deed, and that s/he with the other witnessed the execution thereof.

signature of 1st witness

SWORN to before me this 18thday of AUGUST, 2006

NOTARY PUBLIC FOR LONDON
MY COMMISSION EXPIRES: AT DEATH



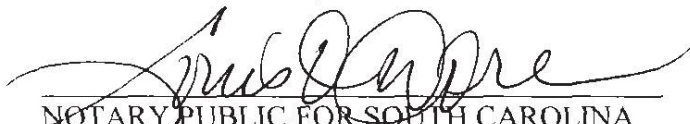
STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT) ACKNOWLEDGMENT AS TO
) HAROLD FREEMAN

PERSONALLY appeared before me the undersigned witness and made oath that s/he saw the within named Harold Freeman sign, seal and as his act and deed, deliver the within written instrument, and that s/he with the other witness witnessed the execution thereof.

Marge C Mack

SWORN to before me this

27th day of Sept., 2006


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 12/14/2013

ATTACHMENT

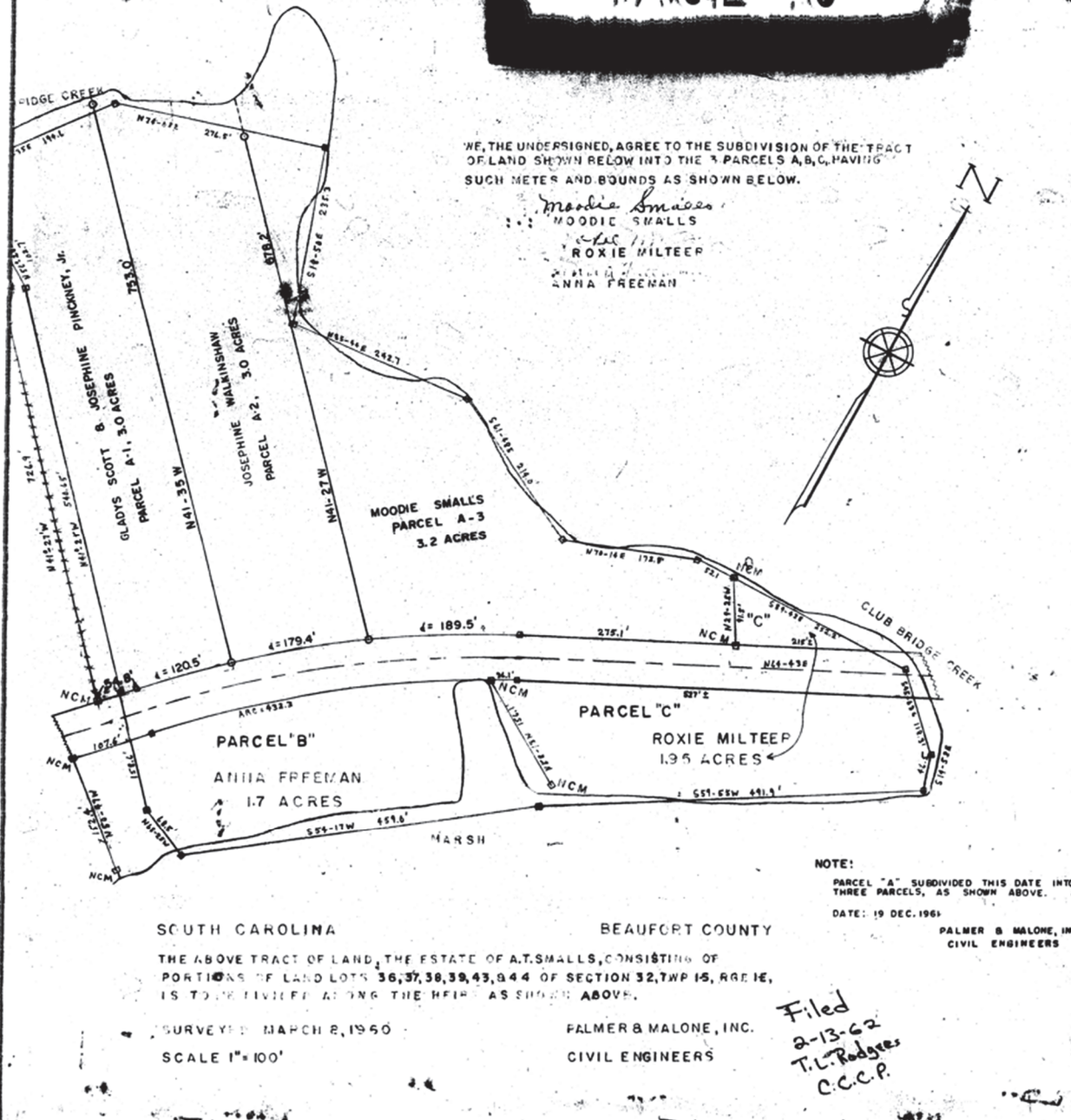
ALL that certain piece, parcel or lot of land situate, lying and being on St. Helena Island, Beaufort County, State of South Carolina, containing 1.37 acres, and is more particularly shown and described on that certain plat which was prepared for Harold Freeman, Jr. by David S. Youmans, R.L.S., dated July 26, 1989, a copy of which is recorded in the office of the RMC for Beaufort County at Plat Book 76, Page 114. For a more complete and accurate description as to the metes, bounds, courses and distances, reference may be had to said plat.

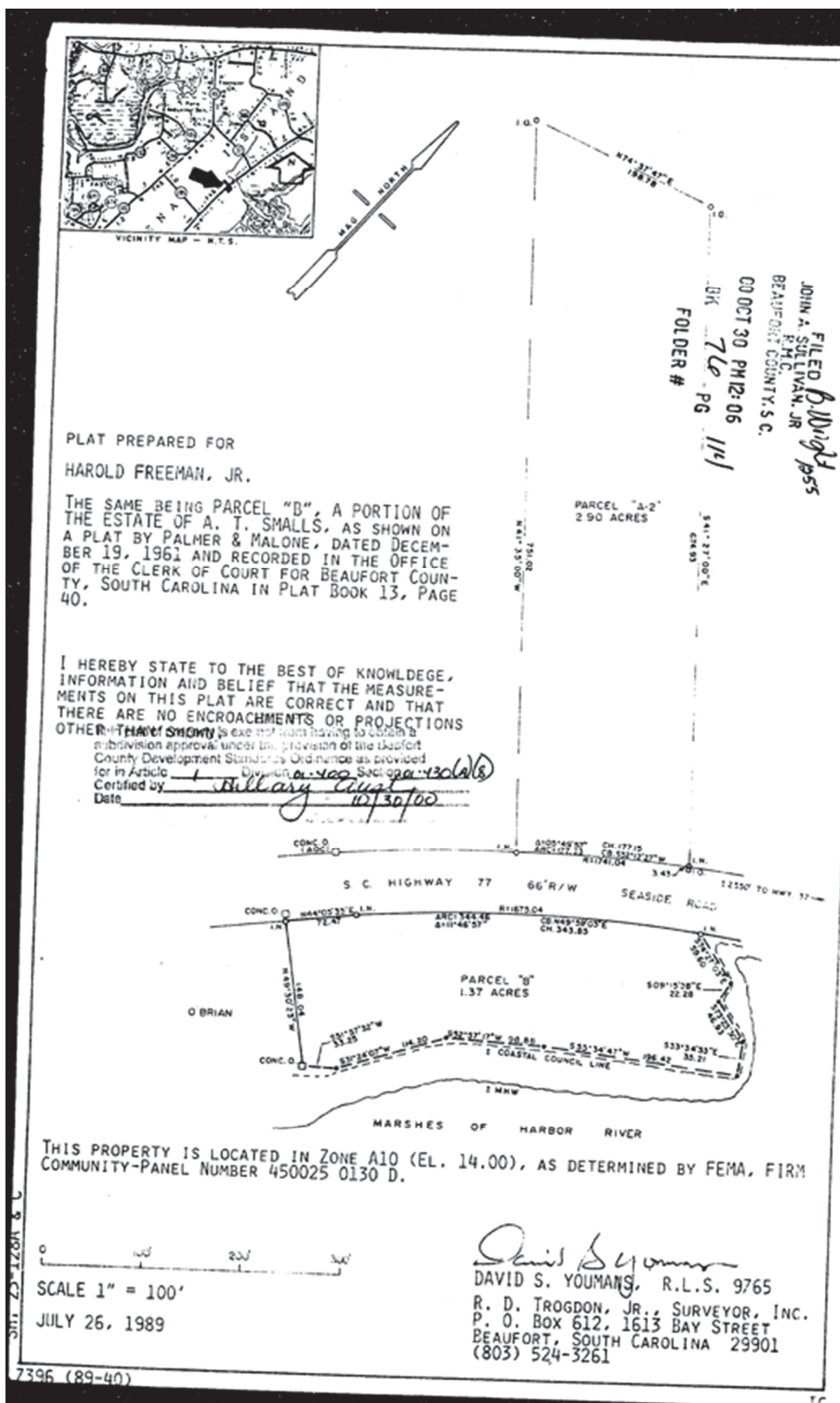
This is the same property which was acquired by the Grantors herein by Order of the Honorable Thomas Kemmerlin, Jr., Master In Equity for Beaufort County, at Judgment Roll 76150, Case No. 89-CP-07-68.

This deed prepared without the benefit of a title examination by Dore Law Firm, P.A., 133 Sea Island Parkway, Lady's Island, SC 29907.

District 300, Map 23, Parcel 128A

PAGE 40





**Open Land Trust
Conservation Easement Term Sheet**

Ownership Information:

Property Name: Inabinett
 Landowner Name/Grantor: Luke Inabinett
 Property Address: 1034 Seaside Road, St Helena Island SC 29920
 County: Beaufort
 PIN #: [R300 023 000 128C 0000](#), 128B, 128D
 Acreage: 9.36
 Deed Info (date, Bk & Pg):
 Survey Info (date, Bk & Pg):

Controlling Law:

Internal Revenue Code of 1986, §170(h) (as amended) and the Treasury Regulations thereunder.
 South Carolina Code Ann. (1976), as amended) §27-8-10, et. seq. (The South Carolina Conservation Easement Act of 1991)

Conservation Purposes Under Federal Law:

1. The preservation of land areas for outdoor recreation by, or the education of, the general public,
2. The protection of a relatively natural habitat of fish, wildlife, or plants, or similar ecosystem,
3. The preservation of open space (including farm- land and forest land) where such preservation is—
 - a. For the scenic enjoyment of the general public, or
 - b. Pursuant to a clearly delineated Federal, State, or local governmental conservation policy, and will yield a significant public benefit, or
 - c. The preservation of a historically important land area or a certified historic structure.

Conservation Purposes Under State Law:

1. Retaining or protecting natural, scenic, or open-space aspects of real property;
2. Ensuring the availability of real property for agricultural, forest, recreational, educational, or open-space use
3. Protecting natural resources;
4. Maintaining or enhancing air or water quality.

Restrictions and Limitations:

Subdivision:	<p>The property exists as three parcels right now. There would be no further subdivision.</p> <p>Base zoning nuance for your information: Using small lot subdivision standards found here: https://library.municode.com/sc/beaufort_county/codes/community_development_code?nodeId=ART2MUTSILOCOSCODE_DIV2.7DEWIRUAR_2.7.30RUSMLOSU The property could be subdivided at many as 5 times at 9 acres total, or if individually sold, each parcel (appx 3 acres) could be subdivided further.</p>
Impervious Surface Limitation:	impervious surface square footage is ½-1% of total parcel size.
Residential Structures:	3 total for permanent residency
Building Height:	Typically in line with neighborhood vernacular, 35-40 feet.
Docks:	No new docks permitted, one exists.
Boardwalks:	Subject to all OCRM/ACOE standards.
Towers:	No 100+ towers. Wildlife observation towers permitted
Road/Marsh Buffers:	200' from public roads, gates and mailboxes can occur within the buffer but no structures. 100' from marsh and river, existing homes grandfathered unless rebuilt.
Industrial Uses:	All industrial uses, activities, structures, or rights of passage are prohibited.
Commercial Uses:	All commercial uses, activities, structures, or right of passage are prohibited. For the purposes of many easements, Agricultural Activities, Forest Management Practices and the leasing of hunting, trapping and fishing rights shall not be considered Commercial Uses.
Services:	Construction of water wells, septic systems, and utility services is limited to serve allowed uses and subject to all restrictions and limitations and all applicable governmental laws and regulations.
Roads:	<p>Roads shall be limited to those required to facilitate the uses permitted by this Easement, provided there shall be no road constructed or covered with Impervious Surface except as otherwise necessary.</p> <p>Existing roads will be recorded in the easement baseline, and typical easements require no new roads be built if existing roads can meet the needs of the property.</p>
Landscaping:	Landscaping is permitted around the residential structures and natural/native vegetation is encouraged. Otherwise, we encourage the property to exist in a working manner (forestry, agriculture, native grasses) rather than a prescriptive landscape.
Signs:	Limited to 8 square feet in size. No outside signage like new billboards, existing billboard leases may be grandfathered but the easement will provide language for their removal.

Archeological and Paleontological Excavations:	<i>Typical language is as follows: "Notice required for archeological or paleontological excavation. Sites shall be returned to, or as close as possible to, its previous state, unless to be maintained for interpretive purposes related to education." This is a common form of research and/or public access on protected properties.</i>
Forestry Uses:	<i>Permitted and must follow best practices, to include replanting, rotations, etc. Burn notice required to several parties and must follow SC Forestry Commission.</i>
Agricultural Uses:	<i>Permitted and general follows best management practices.</i>
Ponds:	<i>None permitted</i>
Impoundments:	<i>None permitted</i>
Mining:	<i>Surface mining prohibited. U.S.C. 170(h)(5),</i>
Topography and Hydrology:	<i>No adverse material alteration of the topography or hydrology, unless otherwise provided for in the Easement (e.g. if a new pond was created).</i>
Significant Tree Protection:	<i>Live oaks, cypress and magnolia trees with DBH of 12 inches or greater protected</i>



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Photo Apr 22 2024, 3 20 26 PM



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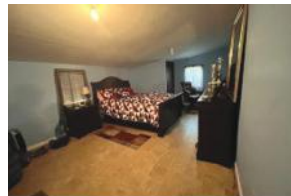


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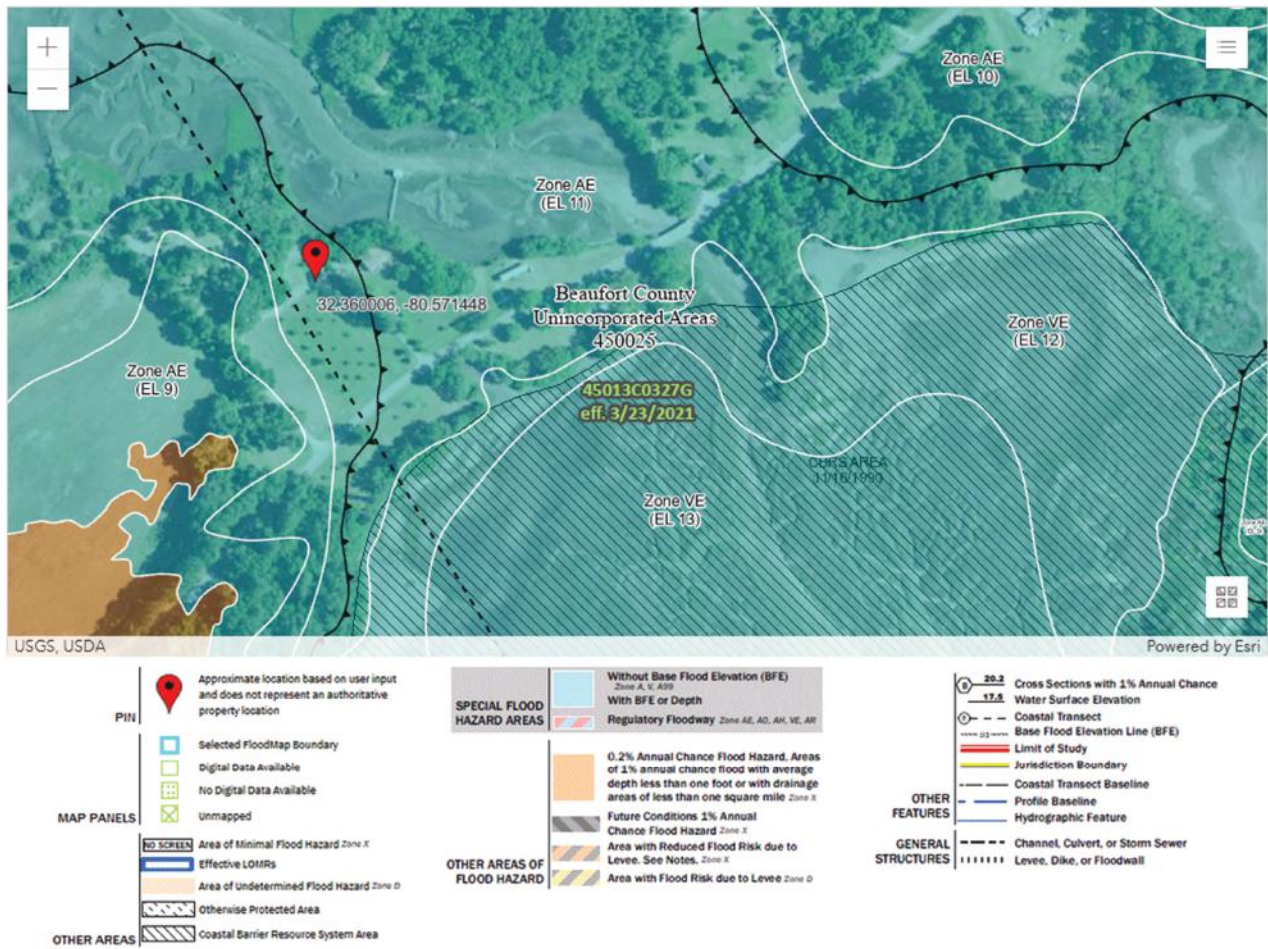
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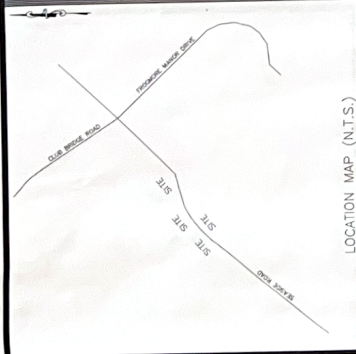
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FIRE HYDRANT	M/M	MAIN VALVE	BACK OF C
CLEAN OUT	☉	MANHOLE	LIGHTPOLE
POWER POLE	GW	GUY WIRE	WOOD FENCE
TELEPHONE	CB	OVERHEAD	CENTER LINE
PEDESTAL	☐	EDGE OF P	
FIBER OPTIC STUB			
WATER VALVE			
	☐		
GAS VALVE	☐		
WATER METER			
27700 SET			

LINE	ARC LENGTH	RADIUS	DELTA ANGLE	COORD BEARING	COORD LENGTH
C1	178.25	1741.04	5.31.58	N 45°14.45'	178.17
C2	177.51	1741.04	5.50.30	N 50°55.50'	177.43
C3	159.68	1312.66	8.14.27	N 58°48.19'	180.50
C4	344.71	1675.04	17°47'48"	N 40°44'01"	344.10



NOTES:

- 1) THE HEARINGS SHOWN HEREON ARE MAGNETIC.
- 2) AND AS SUCH ARE SUBJECT TO LOCAL ATTORPIONS.
- 3) THE PRESENCE OR ABSENCE OF U.S. ARMY CORDONS OF ENGINEERS OR MILITARY POLICE.
- 4) THE PRESENCE OR ABSENCE OF U.S. ARMY CORDONS ON COORDINATE NOTATION.
- 5) LOCATION OF UNITS AND AREAS ARE FROM SURFACE.
- 6) THIS PLAT REPRESENTS A SURVEY BASED ON THE LIMITED SEARCH CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS IF BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTURBANCES, ENVIRONMENTAL ISSUES, OR OTHER DISTURBANCES.
- 7) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE BEGINS, A PRELIMINARY INVESTIGATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
- 8) SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE CERTIFIED ON RECORD. THIS PLAT IS NOT FOR PURCHASE AND OR CERTIFICATION ON SURFACE PROPERTY.

- 10) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONES "AE" EL. 11' AS EL. TO ALE EMBP AND "AE" EL. IS DETERMINED BY F.E.M.A. FIRM COMPLANCE NUMBER 45013C003276 DATED MARCH 23, 2021. (1988 NAVD)

1.) T.M.S. 3300 023 000 128A 0000
T.M.S. 3300 023 000 128B 0000
T.M.S. 3300 023 000 128C 0000
T.M.S. 3300 023 000 128D 0000
T.M.S. 3300 023 000 128E 0000

2.) PLAT BY BAUER & MALONE, INC.
PLAT BOOK 13 PAGE 460
RMC BEAUFORT COUNTY

3.) PLAT BY DAVID S. YOUNG
DATED JULY 13, 2010
PLAT BOOK 131 PAGE 126
RMC BEAUFORT COUNTY

4.) PLAT BY DAVID S. YOUNG
DATED JULY 26, 1989
PLAT BOOK 76 PAGE 114
RMC BEAUFORT COUNTY

5.) PLAT BY COASTAL SURVEYING CO.,
DATED MARCH 17, PAGE 158
RMC BEAUFORT COUNTY

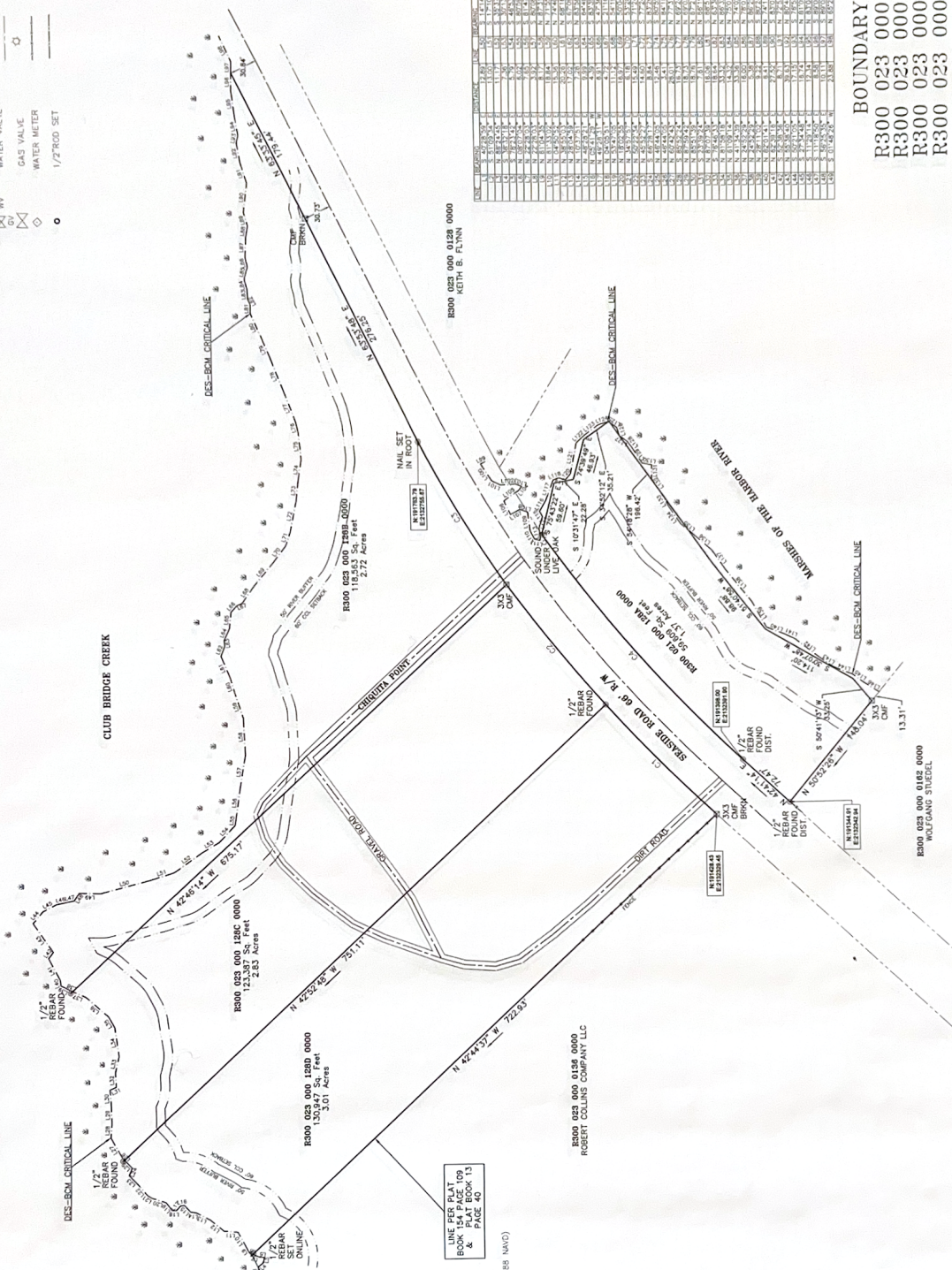
THE AREA SHOWN ON THIS PLAN IS A REPRESENTATION OF DEPARTMENT FUND PROPERTY, INCLUDING CERTAIN CRITICAL AREAS OF THE DEPARTMENT'S INTEREST IN THE SUBJECT PROPERTY. THE DEPARTMENT HAS NO INTENTION OF EXERCISING ITS AUTHORITY OF THE SUBJECT PROPERTY. THE DEPARTMENT IN NO WAY MAKES ANY REPRESENTATION OR WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE, IN CONNECTION WITH THIS SUBJECT PROPERTY, AND IT IS SHOWN HEREON FOR INFORMATION PURPOSES ONLY.

[Signature] DATE 10-3-24

SEAL

GAQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS
28 PROFESSIONAL CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE
(B43) 522-1796
OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

[illegible]

R300 023 000 0128A 0000
R300 023 000 0128B 0000
R300 023 000 0128C 0000
R300 023 000 0128D 0000
PREPARED FOR

BEAUFORT COUNTY OPEN LAND TRUST
SAINT HELENA
BEAUFORT COUNTY-----SOUTH CAROLINA

DATE 8/16/2024 SCALE 1"=60'

Item 14.

271



Project Analysis: Seaside Road PDR

PROPOSAL FOR: Due Diligence PDR

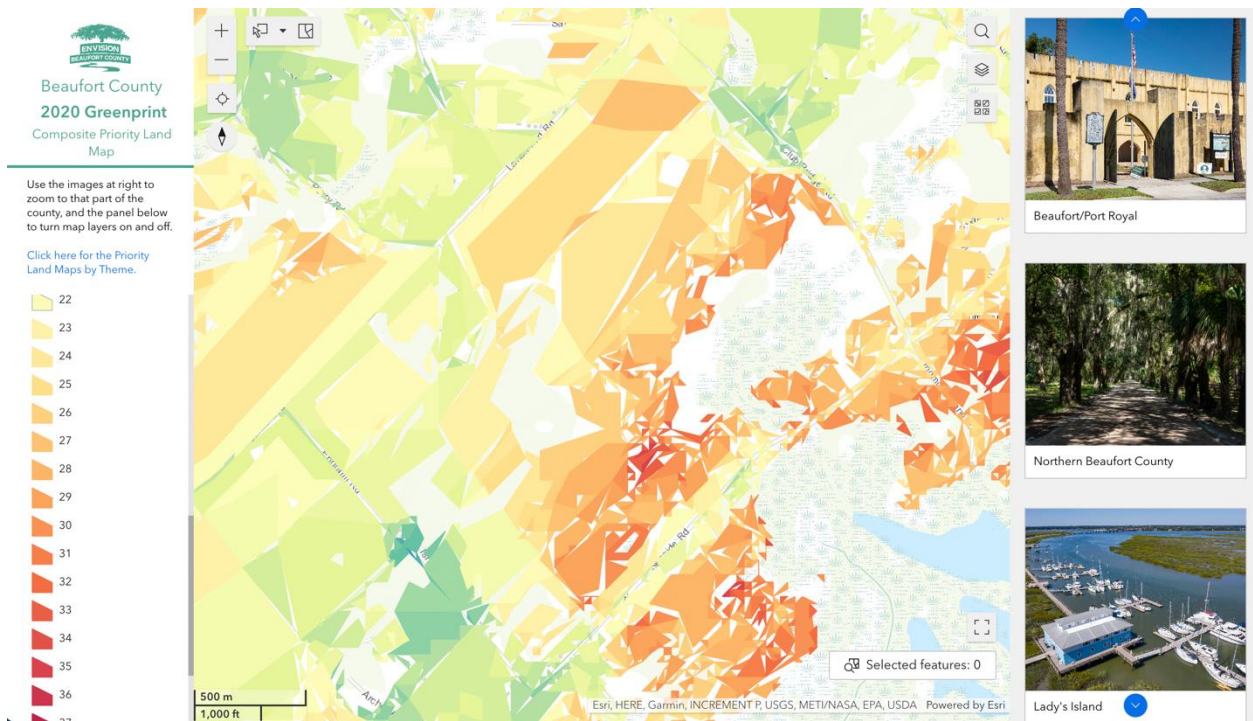
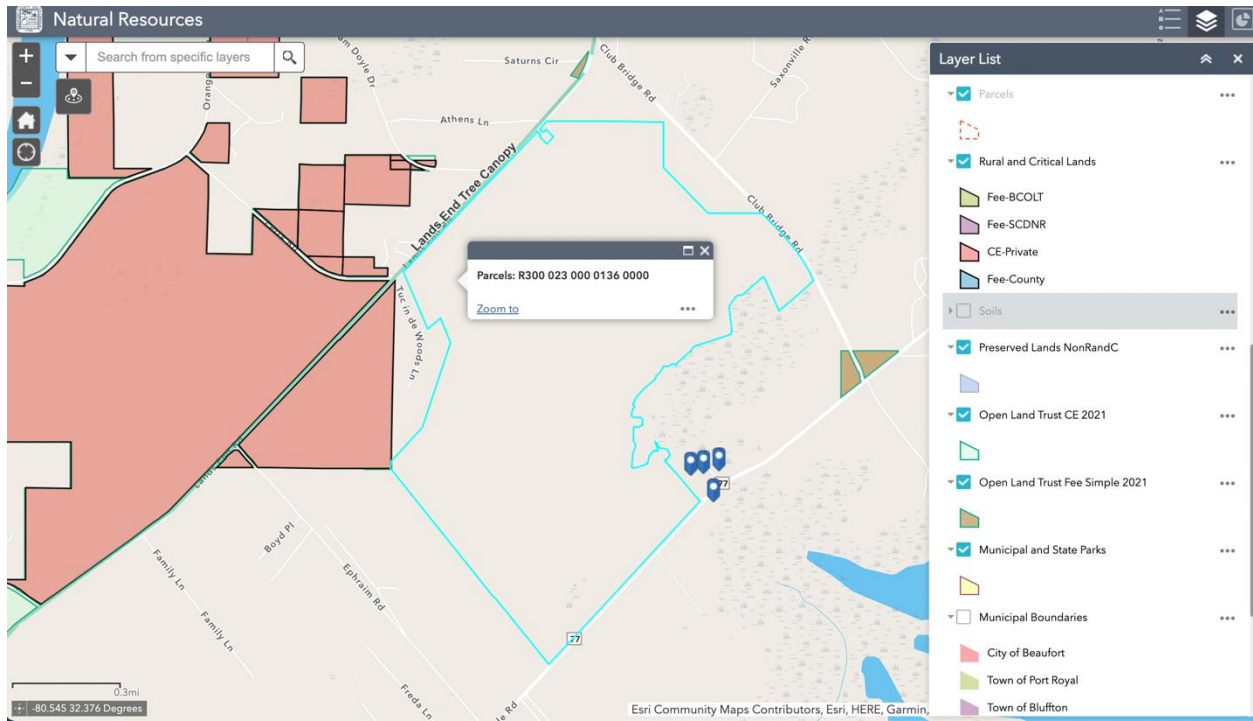
- PROPERTY ID: TMS# [R300 023 000 128B 0000](#), [R300 023 000 128C 0000](#),
[R300 023 000 128D 0000](#) and
- OWNER: Luke Inabinett
- ACREAGE: 9.36 acres total
- PARTNERS: OLT holds easement
- TOTAL PRICE: \$374,000
- PRICE Negotiated/Acre: \$36,000/a
- RCLPP FUNDS: \$374,000
- APPRAISED VALUE: \$374,000
- ZONING: T2-Rural CPO
- COUNCIL DISTRICT: 3 (Glover)
- LOCATION: 1047 Seaside Road, St Helena

Project Location and Attributes:

- Property is located off Seaside road, **adjacent to 660 acres formerly known as "Henry Farms"**
- Current pecan grove
- High resilience benefit at corner of Club Bridge and Seaside Road in marsh migration corridor
- Under small lot subdivision standards for St Helena, the property could be subdivided at many as 5 times at 9 acres total, or if individually sold, each parcel (appx 3 acres) could be subdivided further

Easement attributes:

- CE on 9.36 acres, one house and one dock exists.
- Two more houses could be built, impervious surface cannot exceed 8,000 in aggregate
- KPS score: 5.22; AHF score 5.03





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 15.

ITEM TITLE:
RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE FEE SIMPLE PURCHASE OF REAL PROPERTY IDENTIFIED AS TAX MAP SERIAL NUMBER R600-029-000-0054-0000 AND ALSO KNOWN AS DAVIS ROAD FEE
MEETING NAME AND DATE:
Community Services and Land Use Committee January 13, 2025
PRESENTER INFORMATION:
Amanda Flake, Natural Resources Planner
ITEM BACKGROUND:
Rural and Critical Land Preservation Board recommended to pursue due diligence on 8/11/22, NRC voted to approval due diligence on September 6, 2022. Lengthy negotiations ensued. With staff recommendation, RCLP recommended to purchase at 10% above appraised value on 11/14/24
PROJECT / ITEM NARRATIVE:
Davis Road Fee property consists of 40.7 acres, located between the RCLP New Leaf and RCLP Okatie Preserve properties in Bluffton in the headwaters acre of the Okatie River. The property has access from Davis Road off Highway 170 and currently includes majority uplands and a large borrow pit (formerly mined). In 2019, it was pursued for purchase by the RCLP program and appraised for \$1,200,000 but sold to an outside buyer just prior to county approvals to purchase. Again in 2022, it was pursued for purchase by RCLP program and appraised for \$770,000. Staff recommended the RCLP board consider offering 10% above appraised value due to contiguity to other parcels and previous appraisals.
FISCAL IMPACT:
\$858,000 fees Beaufort County Rural and Critical Land Preservation Program Bond Referendum (Account # 4500)
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommended approval.
OPTIONS FOR COUNCIL MOTION:
Motion to approve purchase of Davis Road Fee Motion to modify purchase of Davis Road Fee Motion to reject purchase of for Davis Road Fee

ORDINANCE 2025/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS# R600 029 000 0054 0000 AND ALSO KNOWN AS DAVIS ROAD FEE.**

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the fee simple interest on property currently identified as TMS# R600 029 000 0054 0000 of +/- 40.7 acres and also known as Davis Road Fee; collectively hereinafter “Davis Road” and

WHEREAS, the purchase of fee simple interest of Davis Road has been demonstrated to meet the Critical Lands Criteria of the Rural and Critical Lands Program (“RCLP”); and

WHEREAS, the Property is within unincorporated Beaufort County and is located between two Rural and Critical Land Preservation Program properties, Evergreen and Okatie Regional Preserve, and is within the headwaters of the Okatie River,

WHEREAS, the proposal to purchase Davis Road is for a fee simple acquisition with a purchase price up to \$858,000 plus closing costs; and

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

WHEREAS, the proposed purchase of Davis Road was presented to the Community Services and Land Use Committee on January 13, 2025 meeting at which time it was referred to County Council; and

WHEREAS, County Council finds that it is in the best interest of the citizens and residents of Beaufort County for the County Administrator to execute the necessary documents for the fee simple acquisition and purchase of Davis Road;

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding up to \$858,000 plus closing costs for the purchase of real property identified as TMS# R600 029 000 0054 0000 and also known as Davis Road.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Phase I Environmental Site Assessment



**Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910**

**Beaufort County TMS #
R600 029 000 0054 0000**

Submitted to and for the Use of:

Open Land Trust
PO Box 75
Beaufort, SC 29901

Submitted by:

SRC Environmental
108 Charming Lane
Anderson, SC 29621

Original Submittal Date: October 16, 2024



October 16, 2024

Open Land Trust
Attn: Ms. Kate Schaefer
448 W. Cheves Street
Beaufort, SC 29901

Re: Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910

Ms. Schaefer:

Thank you for the opportunity to provide environmental services for you. It is our commitment to provide our clients with the most efficient, timely, and cost-effective approach to environmental issues.

As requested, SRC, Inc. has completed a current Phase I Environmental Site Assessment for the subject property that consists of one parcel totaling 40.07 GIS acres, and is located at Davis Road in Bluffton, SC. The current Phase I was designed to meet the standards and guidelines of the American Society for Testing and Materials (ASTM E1527-21), including All Appropriate Inquiry (AAI) while providing an environmental site assessment of the project site.

The enclosed Phase I ESA was prepared for the exclusive use of the Open Land Trust, and/or their Assigns, for use in the assessment and evaluation of the environmental condition of the subject property at the time the report was completed based on reasonably ascertainable information, and within the scope and limitations of the ASTM E1527-21 guidelines.

The current Phase I ESA, in conformance with the scope and limitations of ASTM guidelines, has revealed no evidence of existing or historical recognized environmental conditions (RECs) associated with the site, or adjacent sites. No further investigation is recommended.

SRC welcomes the opportunity to serve you. If you have any questions, or require any additional information, please feel free to contact me at 864-376-2864.

Sincerely,

Michael Whaley
President
Southeastern Regulatory Compliance, Inc.

Enclosures

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1.0 EXECUTIVE SUMMARY

This Phase I Environmental Site Assessment (ESA) by Southeastern Regulatory Compliance, Inc. (SRC) is designed to identify existing historical, visual, or physical evidence of recognized environmental conditions (RECs), historical recognized environmental conditions (HRECs), controlled recognized environmental conditions (CRECs), or potential risks at the Bluffton Area Fee Park Purchase site located at Davis Road in Bluffton, SC. The subject property consists of one parcel totaling 40.07 GIS acres and is listed with Beaufort County TMS # R600 029 000 0054 0000.

The subject property is undeveloped. Two ponds were created during the time period beginning in the 2000s when the site was used as a sand mine by Cleland Site Prep, Inc. Wetlands cover approximately 33% of the subject property. Aerial photography dating back to 1951 and topographic maps back to 1920 sourced from www.historicaerials.com were reviewed and indicated the subject property was never developed.

Mr. Michael Whaley, Environmental Professional (EP) of SRC, conducted the on-site inspection on October 6, 2024. The inspection of the subject property and directly adjacent sites did not visually or physically identify sources of improper use, treatment, storage, generation, or disposal of hazardous substances that resulted in environmental contamination of the subject property. No sources of surface contamination were physically observed. There were no leaking drums or containers visually or physically observed which might contain hazardous substances. There were no strong or pungent odors associated with the subject property that would indicate the presence of additional hazardous substances.

Current and past use of the subject property did not indicate sources of environmental contamination that have had an adverse environmental impact on the subject property. No current or past uses of directly adjacent properties appear to have involved the use, treatment, storage, or disposal of hazardous materials that resulted in environmental contamination of the subject property. There were no limitations or significant data gaps encountered during this investigation that are considered to have hindered SRC's ability to evaluate or identify recognized environmental conditions associated with the subject property.

In the ESA, reviews of pertinent Federal and State records regarding the potential environmental concerns include but are not limited to: NPL Listings, RCRA CORRACTS and RCRA Permitted TSD Facility Listings, CERCLIS/NFRAP Listings, ERNS Listings, State Equivalent SPL Listings, Registered UST and LUST Facilities, State Waste Landfills, Incinerators, or Transfer Stations Listings, and RCRA Generators Listings. The Federal and State environmental databases did not indicate the presence of current facilities or sites located within a 1-mile radius of the subject property.

2.0 INTRODUCTION

2.1 Purpose

Ms. Kate Schaefer, of the Open Land Trust, requested that SRC conduct this ESA for the subject property. This ESA was conducted to determine the potential for environmental impact to the subject property and is intended to fulfill the due diligence clause of the “innocent landowner defense” and “bona fide prospective buyer” clause of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

2.2 Detailed Scope-of-Services

This ESA was conducted in general accordance with the guidelines set forth in the American Society for Testing and Materials (ASTM) Standard E1527-21, “Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process,” and consisted of the tasks listed below.

- Inspections of the subject property and surrounding properties
- Examination of historical documents
- Interviews with individuals and public officials familiar with the site’s history
- Examination of State and Federal regulatory agency records

The purpose of the assessment was to identify Recognized Environmental Conditions (RECs) connected to the subject property.

- A REC is defined as the presence of hazardous substances or petroleum products in, on or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on or at the subject property under conditions that pose a material threat of a future release to the environment.
- An Historical REC (HREC) is defined as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities, without subjecting the property to any controls (for example activity and use limitations, or other property use limitations).
- A controlled REC (CREC) is a REC affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities with hazardous substances or petroleum products allowed to remain in place subject to implementation of required controls (for example, activity and use limitations or other property use limitations).
- De minimis conditions are conditions a condition related to a release that generally does not present a threat to human health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

- A business environmental risk (BER) is the presence of a condition which can have a material environmental impact that is not the result of those environmental issues required to be investigated in ASTM E1527-21 practice. BERs often involve non-scope considerations such as: asbestos, lead paint, lead in drinking water, radon, wetlands, ecological resources, endangered species, cultural and historic resources, regulatory compliance, industrial hygiene, health and safety, indoor air quality, biological agents, and mold.
- De minimis conditions and BERs are not considered RECs and were not addressed during this ESA and were beyond the defined scope of work.

ASTM standards attempt to facilitate high quality, standardized environmental site assessments; ensure that the standard of appropriate inquiry is practical and reasonable; and clarify industry standards for appropriate inquiry. The ESA should provide: a Federal and State regulatory records review which may help to identify recognized environmental conditions; a site background description, which includes a history of previous uses of the property and adjoining properties which describes recognized environmental conditions; an on-site inspection which evaluates the environmental setting and existence of potential hazardous substances, petroleum products, storage tanks, PCBs, waste disposal; interviews; and findings and conclusions. In addition, SRC provides non-scope services including wetland review, lead-based paints, asbestos, and other contamination sources and conditions of concern in connection with the property only upon request.

2.3 Significant Assumptions

Conclusions regarding the potential environmental impact of nearby, off-site facilities on the subject property are based on readily available information from the environmental databases and geologic and hydrogeologic conditions reported for the subject property vicinity. As a basis for the conclusions regarding adjacent and nearby contaminated properties, we have assumed the surface-water flow and groundwater flow directions to be generally in the down-gradient direction of the surface topography, which was determined from our field observations, review of available topographic maps, and use of NETR. In respect to the migration of vapors resulting from volatile organic compounds released to the environment, we have assumed that vapor may migrate in any vertical or horizontal direction depending on geological and hydrogeological as well as man-made conditions in the area of the subject property. There were no significant data gaps that interfered with the Environmental Professional's ability to properly perform the site assessment.

2.4 Limitations and Exceptions

The application of the ASTM guidelines is limited to certain environmental conditions that may exist on the property and are practically reviewable. This approach is site-specific in that it relates to the assessment of recognized environmental conditions on a specific parcel of commercial real estate. As such, this practice does not specifically address additional issues in the transaction such as business entities or assets that may involve environmental liabilities. No ESA can wholly eliminate uncertainty regarding the potential for recognized environmental conditions in connection with a parcel. However, proper application is intended to reduce this uncertainty. Appropriate inquiry does not imply

exhaustive assessment of clean property as there is a point at which the cost of information obtained, or the time required to gather it outweighs the usefulness of the information.

Finally, the ESA is limited by the extent of physical obstructions including existing structures, ecological barriers, buildings, asphalt, and other paved sites, as well as availability of appropriate land use records. As such, there may be certain environmental conditions that could not be identified within the general scope of the Phase I Environmental Site Assessment. The current ESA should be considered comprehensive and reliable in its scope within the limitations described above and is valid for a period of 180 days from the date of the report, or a 1-year time period if five specific components (interviews, searches for recorded environmental cleanup liens, review of government records, site reconnaissance of the subject property, and the Environmental Professional (EP) Declaration) are updated. The 180 day or 1-year time period begins with the date upon which the first of these components was completed.

2.5 Special Terms and Conditions

The specific terms and conditions referenced in this report are consistent with the general reference, use and definitions provided in the ASTM E1527-21 Standard Practice.

2.6 User Reliance

Based on the ASTM guidelines, an environmental professional is not required to verify independently the information provided but may rely on information provided unless he or she has actual knowledge that certain information is incorrect, or unless it is obvious that certain information is incorrect based on other information obtained in the Phase I Environmental Site Assessment, or actually known to the environmental professional.

The current Phase I Environmental Site Assessment was prepared under the guidelines provided by ASTM. The results of the records review, on-site inspection, and interviews are considered to be reliable within the general limitations described by ASTM guidelines. The records review, on-site inspection, and interviews were conducted in concert with each other and support the findings and conclusions. Since there is no knowledge or reason to believe that any of the information is incorrect, SRC has concluded that the current ESA is reliable within the general limitations described in ASTM guidelines and is valid for a period of 180 days from the date of the report.

This report entitled "Phase I Environmental Site Assessment," has been prepared at the request of Ms. Kate Schaefer and for the exclusive use of:

**Open Land Trust
448 W. Cheves Street
Beaufort, SC 29901**

- and/or their assigns -

Reliance cannot be transferred without the permission of the above, and only if the other party agrees to the same limitations.

3.0 TRACT DESCRIPTION

3.1 Location and Legal Description

The subject property consists of one parcel totaling 40.07 GIS acres and is listed with Beaufort County TMS # R600 029 000 0054 0000. It is located at Davis Road in Bluffton, SC.

The location of this subject property is shown in Figure 1, which contains screenshots from LandID. Figure 2 contains excerpts from the 1972, and 2020 United States Geologic Survey (USGS) 7.5-minute quadrangle maps (Jasper, SC quadrangle) in Beaufort County, South Carolina.

3.2 Subject Property and Vicinity General Characteristics

The subject property and vicinity are that of a rural setting on the coast that is experiencing rapid growth in residential development.

3.3 Current Use of the Subject Property

The subject property is currently not used for any purposes.

3.4 Descriptions of Structures, Roads, Other Improvements on the Subject Property

There are no improvements on the subject property.

3.5 Current Uses of the Adjoining Properties

Direction	Usage
North	Undeveloped
East	Undeveloped, utility easement, and residential
South	Residential
West	Undeveloped

There are no recognized environmental conditions (RECs) associated with the adjacent sites.

4.0 USER PROVIDED INFORMATION

4.1 Title Records

Title information was collected from the Beaufort County Assessor's Office. The current owner is listed as:

**Land Development of Georgia, LLC
1978 Hatch Parkway South
Baxley, GA 31513**

4.2 Environmental Liens or Activity and Use Limitations

Legal or physical restrictions are often in place on contaminated properties. These restrictions, which may include institutional and/or engineering controls, are intended to prevent adverse impacts to individuals or populations that may be exposed to hazardous substances and petroleum products in the soil, soil vapor, groundwater, and/or surface water on an environmentally impacted property.

There were no legal or physical restrictions or limitations on the use of, or access to, the subject property identified during this ESA. Available county electronic and hardcopy real property files were searched for land use restrictions, environmental liens, or similar documents concerning the subject property. No such documents were identified during this assessment. The Superfund Lien database was searched during this assessment, and the subject property was not listed.

4.3 Specialized Knowledge

No known specialized knowledge has been transferred to the environmental professional. The purchase price being paid for this property reasonably reflects the fair market value.

4.4 Commonly Known or Reasonably Ascertainable Information

The user provided commonly known or reasonable ascertainable information that would assist SRC with identifying conditions indicative of RECs in connection with the property.

4.5 Valuation Reduction for Environmental Issues

No known valuation reduction has been transferred to the environmental professional due to historic environmental issues that may have been in place prior to the findings of this report.

4.6 Owner, Property Manager, and Occupant Information

The current ownership and property management group is Land Development of Georgia, LLC. There are no occupants.

4.7 Reason for Performing Phase I

The environmental professional performed the ESA on the subject property due to a commercial real estate transaction.

This ESA was conducted to make “all appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice” as defined by CERCLA §101(35), 42 U.S.C. §9601(35), for the bona fide prospective purchaser exception or the innocent landowner defense to CERCLA liability.

4.8 Other

No other information is applicable to this subject property or the environmental conditions therein.

5.0 RECORDS REVIEW

5.1 Standard Environmental Record Sources

Available Federal and State record sources of environmental concern on or near the subject property were reviewed to determine if there was evidence of recognized environmental conditions or risks that may have an adverse environmental impact on the subject property. The records reviewed included the files of the Groundwater, Wastewater, and Solid & Hazardous Waste Management offices of the South Carolina Department of Environmental Services (DES). In addition to site-specific files, the following DES documents, which are updated regularly and accessed by a subcontracted information service, National Environmental Title Research, LLC. (NETR), were reviewed for reference to the subject property and surrounding properties. Any site identified on the NETR list was cross-referenced with any available DES file. A copy of the radius search conducted by NETR is attached.

5.2 Additional Environmental Record Sources

No other environmental record sources were available at the time of this review.

5.3 Physical Setting Source(s)

A 7.5-minute USGS topographic map (Jasper, SC quadrangle) was referenced for the physical setting of the subject property in relation to its surroundings (Appendix A).

5.4 Historical Use Information on the Property

Historical use of the property, where available, was determined through review of USGS 7.5 Minute topographic maps, aerial photography, GIS Mapping websites, USDA Field Office, and Google Earth Pro. Zoning, land use records, deeds, surveys, and tax maps were resourced via the Beaufort County Government website.

Aerial photography dating back to 1951 and topographic maps back to 1920 sourced from www.historicaerials.com were reviewed and indicated the subject property was never developed. It was used as a sand mine and the excavations created two ponds.

5.5 Historical Use Information on Adjoining Properties

Historical use of the adjacent properties, where available, was determined through review of USGS 7.5 Minute topographic maps, aerial photography, GIS Mapping websites, USDA Field Office, and Google Earth Pro. Zoning, land use records, deeds, surveys, and tax maps were resourced via the Hampton County and Jasper County Government websites.

According to readily available information the adjoining properties were partially logged. Residential development to the south occurred in the 2000s. The utility easement to the east was constructed between 1984 and 1994. The EP does not consider this to represent a REC.

6.0 TRACT RECONNAISSANCE

6.1 Methodology and Limiting Conditions

The subject property and surrounding properties, shown in Appendix A, were inspected by the EP for evidence of potential sources of environmental impact to the groundwater and soil of the subject property by using a grid pattern and walking several transects to ensure complete coverage of the subject property. Drone reconnaissance was also used. Physical obstructions included the wetland areas, heavy brush, and water impoundments. There were no other limiting conditions such as weather.

6.2 General Subject Property Setting

The subject property is representative of the coastal zone and consists of forested land with large areas of wetlands. Residential development has increased in the recent years.

6.3 Exterior Observations

Exterior observations of the subject property and adjacent sites by the Environmental Professional (EP) did not visually or physically observe, or identify from the interviews or records review, any of the following:

- Pits, Ponds, or Lagoons on the property used in connection with waste disposal or waste treatment
- Wastewater
- Stained Soil or Pavement (other than de minimis)
- Stressed Vegetation
- Wells (groundwater monitoring wells)
- Septic Systems

The EP did observe:

- Solid Waste (including trash, demolition debris or construction debris)

A small amount of trash associated with fishing activities was observed, but did not consist of petroleum products or hazardous materials.

The EP does not consider either of those to represent a REC.

6.4 Interior Observations

NA

7.0 INTERVIEWS

7.1 Interview with Owner

The owner was not available at the time of the release of this report. If contact is made the report will be amended, as necessary.

7.2 Interview with Subject Property Manager

See 7.1.

7.3 Interviews with Occupants

NA

7.4 Interviews with Local Government Officials

The Beaufort office of the SCDES Bureau of Coastal Management was contacted. There was no specific knowledge pertaining to recognized environmental conditions associated with the subject property, or the adjoining properties. The EP does not consider this to represent a REC.

The Beaufort County Assessor's Office headed by Ms. Ebony Sanders was contacted. Guidance was provided on researching the property's value. There was no specific knowledge pertaining to recognized environmental conditions at the subject property. The EP does not consider this to represent a REC.

The Beaufort County Register of Deeds office was contacted. Assistance was provided in locating and downloading the deed for the property. There was no specific knowledge pertaining to recognized environmental conditions at the subject property. The EP does not consider this to represent a REC.

Ms. Nadine Mooers with the SCDES Mining and Reclamation was contacted. She provided information that the site had been closed out and the property was reclaimed. The bond was released.

7.5 Interviews with Others

No other interviews were conducted.

8.0 ADDITIONAL SERVICES/NON-SCOPE CONSIDERATIONS

No additional services, or non-scope considerations were provided. These include: asbestos, lead paint, lead in drinking water, radon, wetlands, ecological resources, endangered species, cultural and historic resources, regulatory compliance, industrial hygiene, health and safety, indoor air quality, biological agents, and mold.

9.0 FINDINGS

The subject property was listed in the South Carolina Environmental Facility Information System. The listing was due to the former use as a sand mine by Cleland Site Prep, Inc. No violations were linked to the site, and it has been officially reclaimed.

The EP does not consider this to represent a REC.

Note: all database searches were less than four months old according to information provided by NETR (see attached).

9.1 Federal RCRA Generators List

RCRA-SQG: RCRAInfo is EPA's comprehensive information system, providing access to data supporting the Resource Conservation and Recovery Act (RCRA) of 1976 and the Hazardous and Solid Waste Amendments (HSWA) of 1984. The database includes selective information on sites which generate, transport, store, treat and/or dispose of hazardous waste as defined by the Resource Conservation and Recovery Act (RCRA). Small quantity generators (SQGs) generate between 100 kg and 1,000 kg of hazardous waste per month.

There were no RCRA Generators within the search radius.

The EP does not consider this to represent a REC.

9.2 US Toxic Release Inventory

The Toxics Release Inventory (TRI) is a publicly available EPA database that contains information on toxic chemical releases and other waste management activities reported annually by certain covered industry groups as well as federal facilities. TRI reporters for all reporting years are provided in the file.

There were no TRI sites listed within the search radius.

The EP does not consider this to represent a REC.

9.3 Leaking Underground Storage Tanks (LUST)

The Leaking Underground Storage Tank Incident Reports contain an inventory of reported leaking underground storage tank incidents. The data come from the SC Department of Environmental Services (SCDES) Leaking UST list.

There were no LUST sites listed within the search radius.

The EP does not consider this to represent a REC.

9.4 Underground Storage Tank (UST)

The Underground Storage Tank database contains registered USTs. USTs are regulated under Subtitle I of the Resource Conservation and Recovery Act (RCRA). The data come from the SC Department of Environmental Services (SCDES) list: Comprehensive Underground Storage Tanks (UST).

There were no UST sites listed within the search radius.

The EP does not consider this to represent a REC.

9.5 SC Drycleaner Facilities

Environmental contamination at a dry cleaner site can occur from spills and leaks of solvent. Drycleaners that are operating and have registered with the South Carolina Department of Revenue (SCDOR) are subject to inspection by the South Carolina Department of Environmental Services (SCDES). However, not all Drycleaners in operation have registered with the SCDOR, therefore this coverage is not a complete representation of the state's drycleaners..

There were no dry cleaner sites within the search radius.

The EP does not consider this to represent a REC.

10.0 OPINION

I offer the following opinion as to whether the all appropriate inquiry conducted in accordance with 40 CFR Part 312 and/or 33 CFR 137 has identified conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property.

SRC has performed a Phase I Environmental Site Assessment in conformance with the scope and limitations of ASTM Practice E1527-21 of the subject property located at Davis Road in Bluffton, SC. There are no historical or current recognized environmental conditions associated with the subject property, or adjacent properties. It is the opinion of the EP that no further investigation is necessary.

11.0 DATA GAPS

I am identifying the following data gaps (as defined in 40 CFR Part 312.10) in the information developed as part of the all appropriate inquiry that affects my ability as an environmental professional to identify conditions indicative of releases or threatened releases of hazardous substances, pollutants, contaminants, petroleum and petroleum products, and controlled substances on, at, in, or to the subject property. I am also including comments regarding the significance of said data gaps on my ability as an environmental professional to provide an opinion as to whether the all appropriate inquiry has identified conditions indicative of releases and threatened releases.

A significant data gap is defined by E1527-21 as a data gap that affects the ability of the environmental professional to identify a REC. There were no limitations or significant data gaps encountered during this investigation that are considered to have hindered the EP's ability to evaluate or identify recognized environmental conditions associated with the subject property.

12.0 CONCLUSIONS

Generally, a Phase I Environmental Site Assessment considers visual, physical, and historical evidence of environmental contamination on and adjacent to a subject property.

There are no indications of current or historical recognized environmental conditions on the subject property or adjacent sites. The EP does not consider this to represent a REC and does not recommend further investigation.

13.0 DEVIATIONS

No deviations were performed from the ASTM Designation E1527-21 "Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process". All available sources were referenced to obtain the necessary information outlined in ASTM E1527-21 to perform a qualified environmental opinion and conclusion.

14.0 REFERENCES

ASTM Designation E1527-21 "Standard Practice for Environmental Site Assessments: Phase I Environmental Assessment Process"

15.0 SIGNATURE OF ENVIRONMENTAL PROFESSIONAL

This report, entitled "Phase I Environmental Site Assessment," has been prepared in accordance with guidelines set forth in the American Society for Testing and Materials (ASTM) Standard E1527-21, "Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process".

I declare that, to the best of my professional knowledge and belief, I meet the definition of Environmental Professional as defined in §312.10 of 40 CFR 312" and 12.13.2.

I have the specific qualifications based on education, training, and experience to assess a property of the nature, history, and setting of the subject property. I have developed and performed the all appropriate inquiries in conformance with the standards and practices set forth in 40 CFR Part 312.

Southeastern Regulatory Compliance, Inc.



Michael W. Whaley, M.S.

October 16, 2024

Date

16.0 Qualifications (Resume) of Environmental Professional

MICHAEL WAYNE WHALEY, B.Sc., M.Sc.

108 Charping Lane
Anderson, SC 29621

(864) 376-2864
mikew@srcenvironmental.com

PROFILE

- Eighteen years progressively responsible experience in Environmental, Health and Safety program management with medium to large-scale organizations.
- Thorough knowledge of current environmental and safety legislation at the state and federal level, including RCRA, Title V Permitting, and the Clean Water Act.
- Proficient in assessing needs, managing multiple projects, and meeting deadlines.
- Proven successful in forming and leading effective safety teams to reduce accidents and injuries.
- Skilled instructor and facilitator; outstanding oral and written communication skills.
- Experienced in consulting and manufacturing settings (i.e., vinyl production and printing, metals fabrication, and a Tier 1 supplier to the automotive industry).

PROFESSIONAL EXPERIENCE

Program Management

- Composed and implemented Spill Prevention Control and Countermeasures Plan (SPCC), Stormwater Pollution Prevention Plan (SWPPP), OSHA Emergency Response Plan, and RCRA Contingency Plan.
- Developed and utilized monitoring plans to meet all requirements of Title V Air Permit, and National Pollutant Discharge Elimination System (NPDES) Permit.
- Conducted regular self-audits and managed insurance-based on-site audits to maintain compliance.
- Formed and led effective safety teams that reduced overall injuries by 20% and reduced recordable injury rates well below industry average.
- Managed Worker's Compensation claims for staff of 200 and reduced claims by 25% annually.
- Emergency Preparedness and Right to Know Coordinator for facilities with 200-735 full-time employees.

Research, Analysis and Evaluation

- Managed and conducted industrial hygiene and/or environmental testing and developed and implemented options for compliance.
- Modeled wastewater discharges into riverine systems to determine toxicity requirements and mixing zone size.
- Conducted Phase I Environmental Site Assessments for industrial and commercial clients.
- Performed Job Hazard Analyses and Hazard Assessments, articulating complex issues and formulating strategies for change.
- Managed all records associated with health and safety issues including OSHA 200, Worker's Compensation, and Accident/Near-miss tracking; analyzed and evaluated emerging trends.
- Analyzed water usage trends and reduced purchased water usage and wastewater generation by over 25%.

Written and Verbal Communication

- Provided expert advice and consultation to senior management and industry associates on a wide range of environmental, safety and compliance issues.
- Generated and submitted monthly, quarterly, and annual reports for air quality, wastewater, hazardous waste, infectious waste, Form R, Tier II, and stormwater according to local, state, and federal regulations for a Large Quantity Hazardous Waste Generator with RCRA Part B Permit.
- Trained employees in all areas of safety and environmental regulations with consistently positive feedback.
- Developed and presented information to Key Operating Indicator (KOI) Team about EHS issues relating to productivity and profit.
- Produced written compliance procedures and trained plant personnel according to OSHA Safety Programs, and US DOT, US EPA, and SC DES regulations.
- Published author.

EMPLOYMENT HISTORY

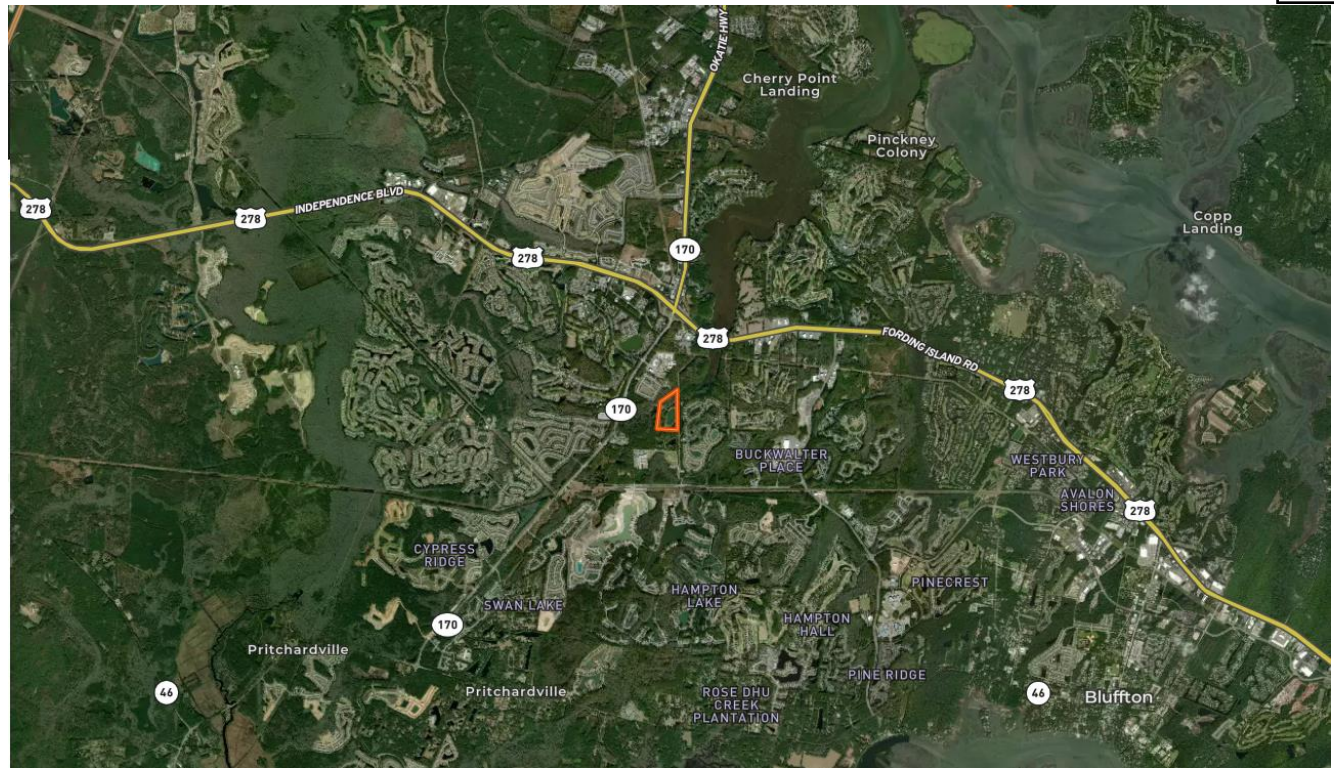
Owner Southeastern Regulatory Compliance, Anderson, SC	2002 - Current
Science Department Adjunct Professor Tri-County Technical College, Pendleton, SC	2015 - Current
Science Department Educator Anderson School District 4	2017 - Current
Science Department Educator Anderson School District 1	2015 - 2017
Science Department Educator Anderson School District V	2006 - 2015
EHS/Facilities & Security Supervisor AFCO, Anderson, SC	2005 - 2006
Environmental Specialist Michelin N.A., Anderson, SC	2003 - 2005
Safety and Environmental Manager AVX Corporation, Myrtle Beach, SC	2001 - 2003
Safety and Environmental Coordinator VyTech Industries, Inc., Anderson, SC	1998 - 2001
Safety and Environmental Engineer The Torrington Co., Union, SC	1994 - 1998
Project Scientist RMT, Inc., Greenville, SC	1992 - 1994
Research Specialist The Institute for Wildlife and Environmental Toxicology, Pendleton, SC	1991 - 1992

EDUCATION AND PROFESSIONAL DEVELOPMENT

M.Sc., Biological Sciences Clemson University, Clemson, SC	2014
M.Sc., Aquatic Toxicology (Fisheries and Wildlife) Clemson University, Clemson, SC	1991
B.Sc., Biology The Citadel, Charleston, SC	1987

- 24-hour OSHA 1910.120 Hazardous Waste Operators Health and Safety Emergency Response Training
- OSHA Programs Training including, but not limited to Ergonomics, Bloodborne Pathogens, CPR and First Responder, Lockout/Tagout, Emergency Response, and Fire Prevention and Control
- RCRA Hazardous Waste Management Training

APPENDIX A



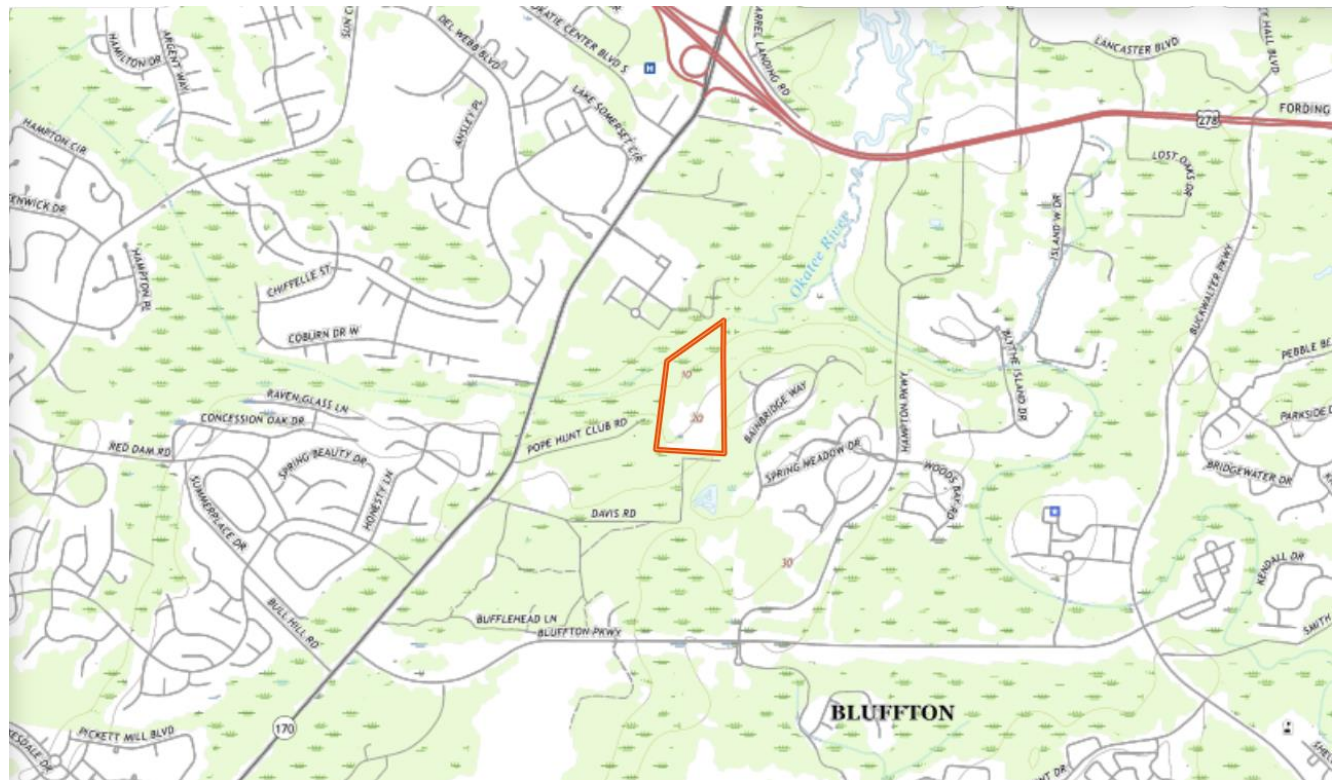
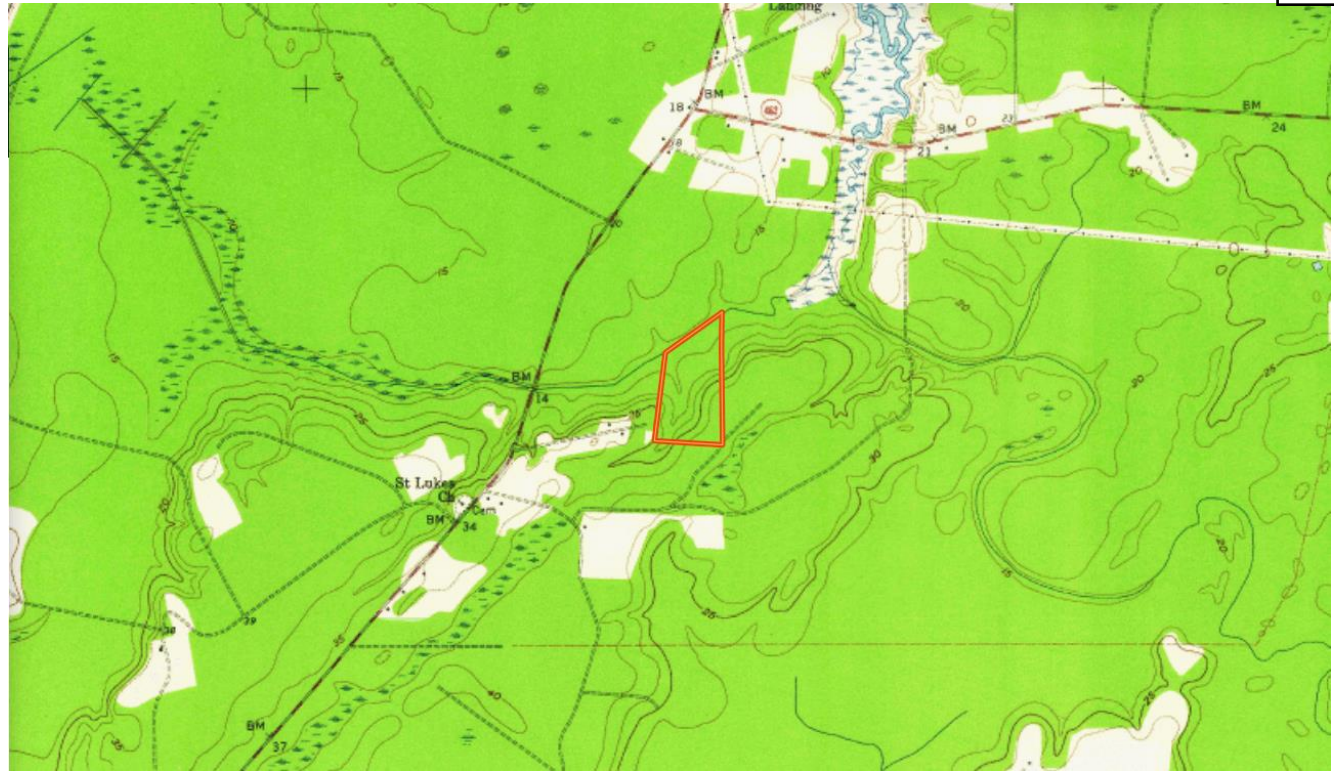
Southeastern Regulatory Compliance, Inc.

mikew@srcenvironmental.com
www.srcenvironmental.com
 864.376.2864

FIGURE 1 Location Map

Bluffton Area Fee Park Purchase
 Davis Road
 Bluffton, SC 29910

APPENDIX B



**Southeastern Regulatory
Compliance, Inc.**

mikew@srcenvironmental.com
www.srcenvironmental.com
 864.376.2864

FIGURE 2
Topographical Map 1:24,000 Scale
Jasper, SC Quadrangle – 1958 & 2020
 Bluffton Area Fee Park Purchase
 Davis Road
 Bluffton, SC 29910

APPENDIX C



1955 (NETR Historical Aerials)



1984 (NETR Historical Aerials)

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864.376.2864

FIGURE 3A

1955 & 1984 Aerials

Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910



1994 (Google Earth Pro)

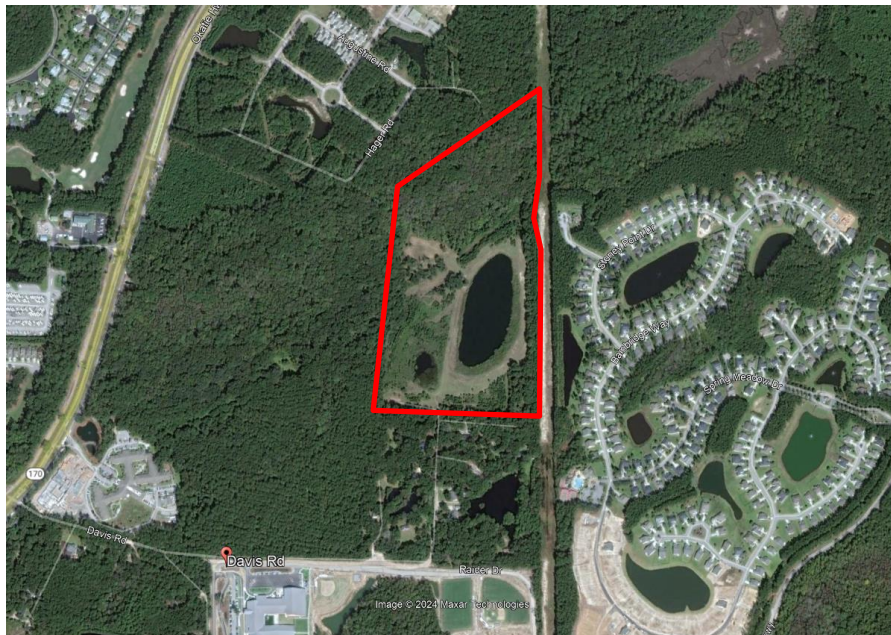


2005 (Google Earth Pro)

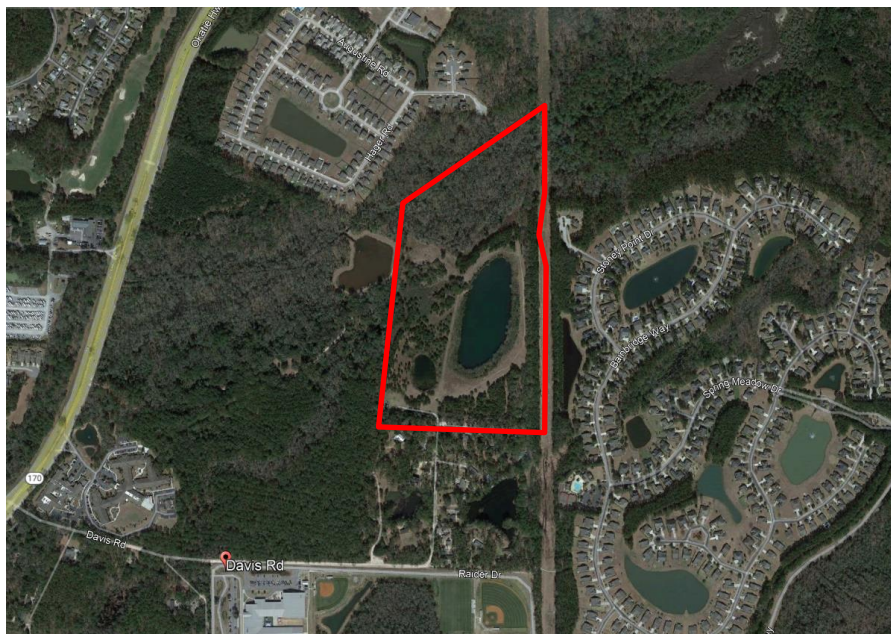
**Southeastern Regulatory
Compliance, Inc.**

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 864.376.2864

FIGURE 3B
1994 & 2005 Aerials
 Bluffton Area Fee Park Purchase
 Davis Road
 Bluffton, SC 29910



2015 (Google Earth Pro)



2021 (Google Earth Pro)

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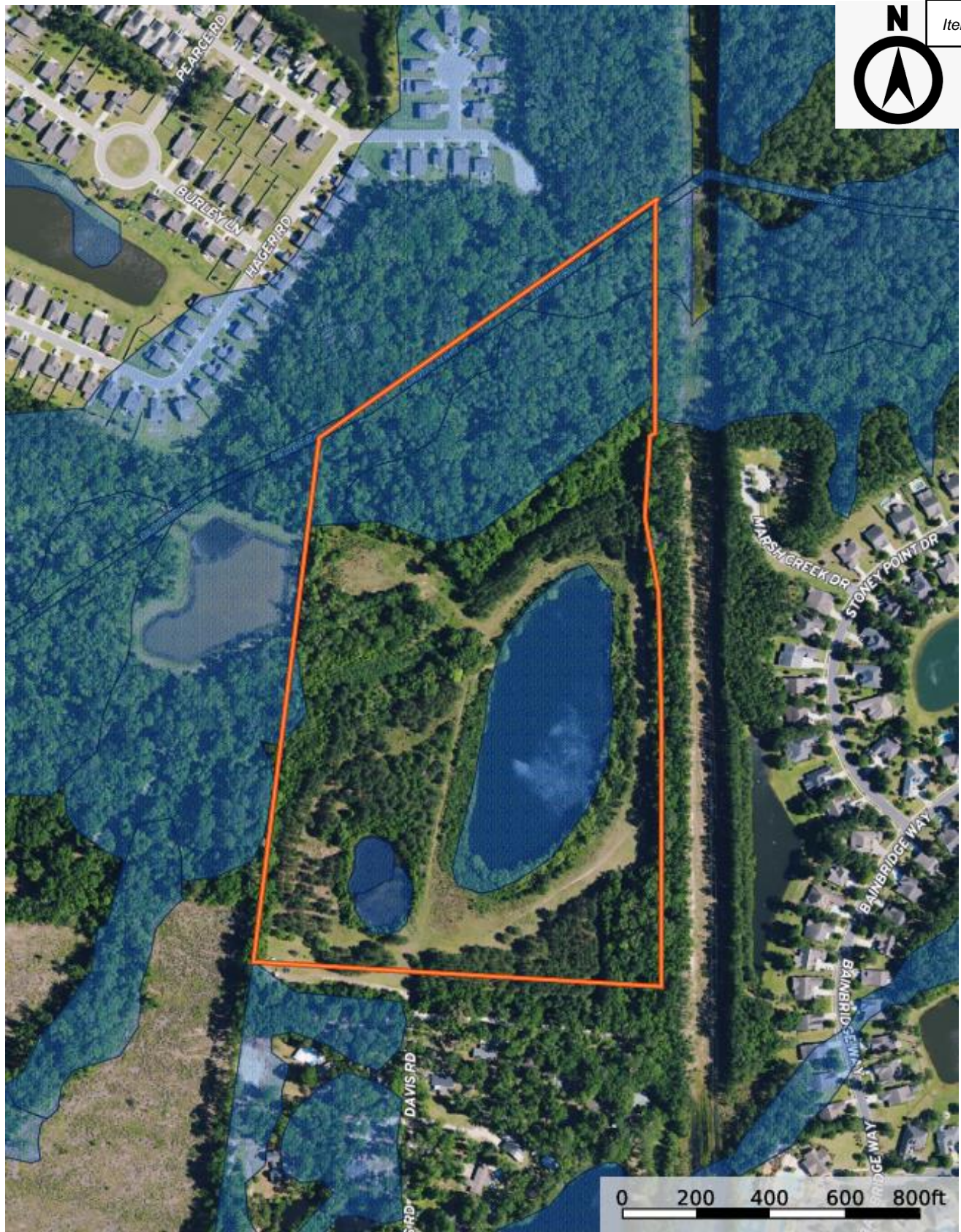
mikew@srcenvironmental.com
www.srcenvironmental.com
864.376.2864

FIGURE 3C

2015 & 2021 Aerials

Bluffton Area Fee Park Purchase
Davis Road
Bluffton, SC 29910

APPENDIX D



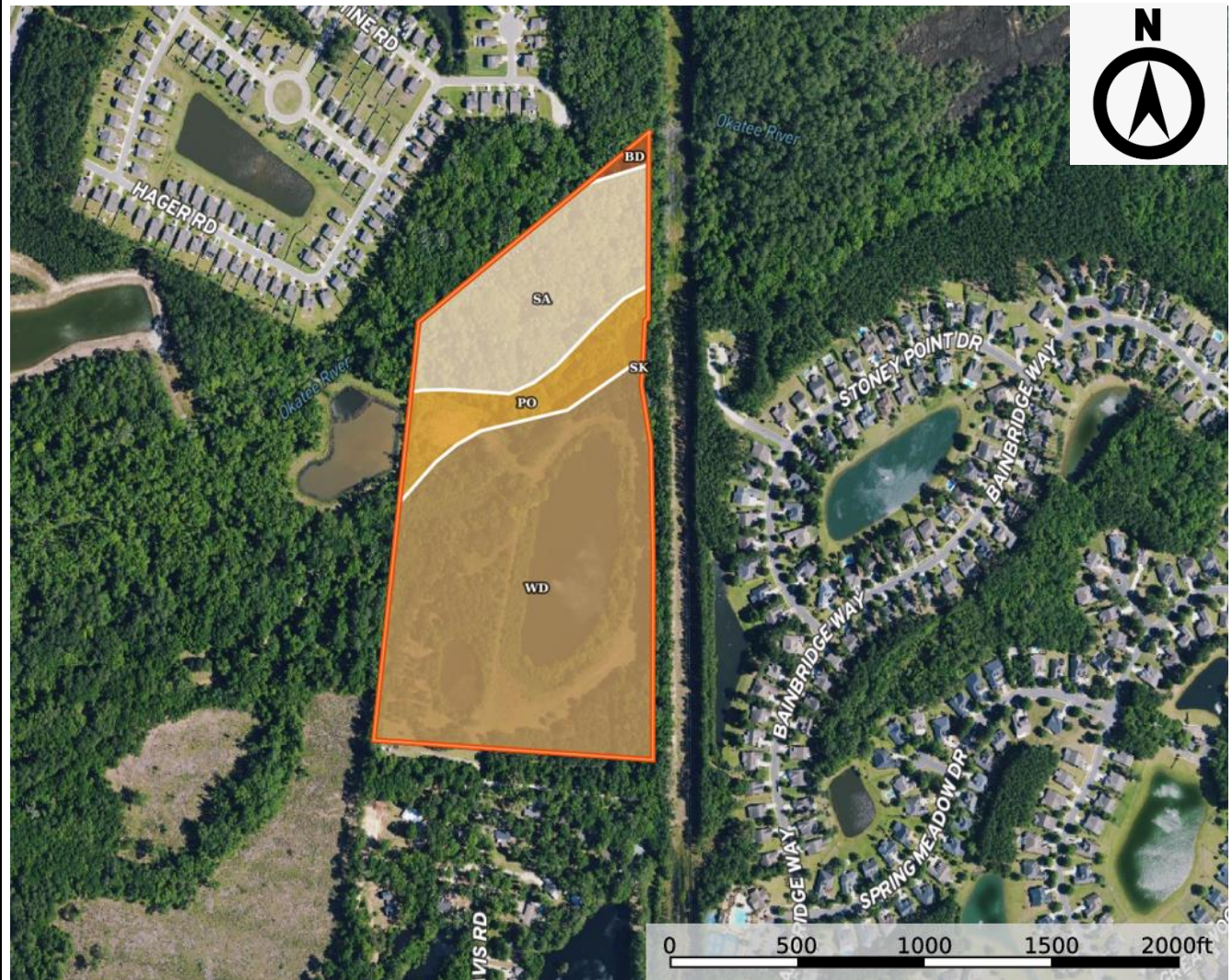
**Southeastern Regulatory
Compliance, Inc.**

mikew@srcenvironmental.com
www.srcenvironmental.com
 864.376.2864

**FIGURE 4
Wetlands Map**

Bluffton Area Fee Park Purchase
 Davis Road
 Bluffton, SC 29910

APPENDIX E



SOIL CODE	SOIL DESCRIPTION	ACRES	%	CPI	NCCPI	CAP
Wd	Wando fine sand, 0 to 6 percent slopes	26.36	65.78	0	28	4s
Sa	Santee fine sandy loam	9.19	22.93	0	44	3w
Po	Polawana loamy fine sand	4.19	10.46	0	11	7w
Bd	Bladen fine sandy loam	0.31	0.77	0	43	3w
Sk	Seabrook fine sand	0.02	0.05	0	34	3s
TOTALS		40.07(*)	100%	-	30.01	4.08

Southeastern Regulatory Compliance, Inc.

mikew@srcenvironmental.com
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 864.376.2864

FIGURE 5 Soils Map

Bluffton Area Fee Park Purchase
 Davis Road
 Bluffton, SC 29910

APPENDIX F



Figure 1: Subject Property – North Aerial View



Figure 2: Subject Property – East Aerial View



Figure 3: Subject Property – South Aerial View



Figure 4: Path Along West Bank of Larger Pond



Figure 5: Representative Vegetation



Figure 6: Representative Vegetation



Figure 7: Pines and Brush



Figure 8: Clearing



Figure 9: Chair and Bank of Larger Pond



Figure 10: Miscellaneous Trash



Figure 11: Stand of Pine Trees



Figure 12: Smaller Pond to the West and Larger Pond to the East



Figure 13: Live Oak on Pond Dike



Figure 14: Interior View North of Pond

APPENDIX G

Site Name: Bluffton Area Fee Park Purchase
Location: Davis Road Bluffton SC 29910
Prepared for: SRC, Inc.
Ref: Kate - Open Land Trust
Center Coordinates: 32.27595774986225,-80.9416437149048
Prepared Date: Mon Oct 14 2024 16:35:45 GMT+0000 (Coordinated Universal Time)

Item 15.

ENVIRONMENTAL RADIUS REPORT

ASTM E1527-21



2055 E. Rio Salado Pkwy, Tempe, AZ 85381 | 480-967-6752

Summary

Federal	< 1/4	1/4 - 1/2	1/2 - 1
Lists of Federal NPL (Superfund) sites	0	0	0
Lists of Federal Delisted NPL sites	0	0	0
Lists of Federal sites subject to CERCLA removals and CERCLA orders	0	0	0
Lists of Federal CERCLA sites with NFRAP	0	0	0
Lists of Federal RCRA facilities undergoing Corrective Action	0	0	0
Lists of Federal RCRA TSD facilities	0	0	0
Lists of Federal RCRA generators	0	0	0
Federal institutional control/engineering control registries	0	0	0
Federal ERNS list	0	0	0
State	< 1/4	1/4 - 1/2	1/2 - 1
Lists of state and tribal Superfund equivalent sites	0	0	0
Lists of state and tribal hazardous waste facilities	0	0	0
Lists of state and tribal landfills and solid waste disposal facilities	0	0	0
Lists of state and tribal leaking storage tanks	0	0	0
Lists of state and tribal registered storage tanks	0	0	0
State and tribal institutional control/engineering control registries	0	0	0
Lists of state and tribal voluntary cleanup sites	0	0	0
Lists of state and tribal brownfields sites	0	0	0
Other	< 1/4	1/4 - 1/2	1/2 - 1
State and/or tribal lists of sites requiring further investigation / remediation	0	0	0
State list of Significant Environmental Hazards (SEH)	0	0	0
Lists of state and tribal mine sites requiring further investigation and/or remediation	0	0	0
State and/or tribal lists of spills and spill responses	0	0	0
State and/or tribal lists of emergency responses	0	0	0
State and/or tribal lists of dry cleaners	0	0	0
State and/or tribal lists of clandestine laboratory cleanups	0	0	0
State and/or tribal lists of scrap/used tire processing facilities	0	0	0
State and/or tribal lists of underground injection control sites	0	0	0
State and/or tribal listings of permitted drywells	0	0	0
Automobile salvage yards	0	0	0
Livestock Waste Control sites	0	0	0
Controlled Animal Feeding Operations (CAFOs)	0	0	0
State and/or tribal lists of registered aboveground storage tanks (ASTs)	0	0	0
C.A.A. Permitted Facilities	0	0	0
NPDES Permitted Facilities	0	0	0
Onsite Wastewater Treatment sites	0	0	0
State and/or tribal lists of permitted facilities	1	0	0
Resource Conservation and Recovery Act Information (RCRAInfo)	0	0	0
U.S. EPA Enforcement, Compliance History Online (ECHO)	0	0	0
U.S. EPA Underground Storage Tanks (UST)	0	0	0
U.S. EPA Toxic Substances Control Act (TSCA) database	0	0	0
U.S. EPA Toxic Release Inventory System (TRIS)	0	0	0

Lists of Federal NPL (Superfund) sites

The National Priorities List (NPL) is the list of sites of national priority among the known releases or threatened releases of hazardous substances, pollutants, or contaminants throughout the United States and its territories. The NPL is intended primarily to guide the EPA in determining which sites warrant further investigation. The NPL is updated periodically, as mandated by CERCLA.

There were no Federal NPL sites found within a one-mile radius of the target property.

Lists of Federal Delisted NPL sites

The EPA may delete a final NPL site if it determines that no further response is required to protect human health or the environment. Under Section 300.425(e) of the NCP (55 FR 8845, March 8, 1990), a site may be deleted when no further response is appropriate if EPA determines that one of the following criteria has been met: 1) EPA, in conjunction with the state, has determined that responsible parties have implemented all appropriate response action required, 2) EPA, in consultation with the state, has determined that all appropriate Superfund-financed responses under CERCLA have been implemented and that no further response by responsible parties is appropriate, 3) A remedial investigation/feasibility study (RI/FS) has shown that the release poses no significant threat to public health or the environment and, therefore, remedial measures are not appropriate.

There were no Federal Delisted NPL sites found within a half-mile radius of the target property.

Lists of Federal sites subject to CERCLA removals and CERCLA orders

CERCLA identifies the classes of parties liable under CERCLA for the cost of responding to releases of hazardous substances. In addition, CERCLA contains provisions specifying when Federal installations must report releases of hazardous substances and the cleanup procedures they must follow. Executive Order No. 12580, Superfund Implementation, delegates response authorities to EPA and the Coast Guard. Generally, the head of the Federal agency has the delegated authority to address releases at the Federal facilities in its jurisdiction.

There were no Federal sites subject to CERCLA removals and/or orders found within a half-mile radius of the target property.

Lists of Federal CERCLA sites with NFRAP

No Further Remedial Action Planned (NFRAP) is a decision made as part of the Superfund remedial site evaluation process to denote that further remedial assessment activities are not required and that the facility/site does not pose a threat to public health or the environment sufficient to qualify for placement on the National Priorities List (NPL) based on currently available information. These facilities/sites may be re-evaluated if EPA receives new information or learns that site conditions have changed. A NFRAP decision does not mean the facility/site is free of contamination and does not preclude the facility/site from being addressed under another federal, state or tribal cleanup program.

There were no Federal CERCLA sites with No Further Remedial Action Planned (NFRAP) decisions found within a half-mile radius of the target property.

Lists of Federal RCRA facilities undergoing Corrective Action

Corrective action is a requirement under the Resource Conservation and Recovery Act (RCRA) that facilities that treat, store or dispose of hazardous wastes investigate and cleanup hazardous releases into soil, ground water, surface water and air. Corrective action is principally implemented through RCRA permits and orders. RCRA permits issued to TSDFs must include provisions for corrective action as well as financial assurance to cover the costs of implementing those cleanup measures. In addition to the EPA, 44 states and territories are authorized to run the Corrective Action program.

There were no Federal RCRA facilities undergoing corrective action(s) found within a one-mile radius of the target property.

Lists of Federal RCRA TSD facilities

The final link in RCRA's cradle-to-grave concept is the treatment, storage, and disposal facility (TSDF) that follows the generator and transporter in the chain of waste management activities. The regulations pertaining to TSDFs are more stringent than those that apply to generators or transporters. They include general facility standards as well as unit-specific design and operating criteria.

There were no Federal RCRA treatment, storage and disposal facilities (TSDFs) found within a half-mile radius of target property.

Lists of Federal RCRA generators

A generator is any person who produces a hazardous waste as listed or characterized in part 261 of title 40 of the Code of Federal Regulations (CFR). Recognizing that generators also produce waste in different quantities, EPA established three categories of generators in the regulations: very small quantity generators, small quantity generators, and large quantity generators. EPA regulates hazardous waste under the Resource Conservation and Recovery Act (RCRA) to ensure that these wastes are managed in ways that protect human health and the environment. Generators of hazardous waste are regulated based on the amount of hazardous waste they generate in a calendar month, not the size of their business or facility.

There were no Federal RCRA generators found at the target property and/or adjoining properties.

Federal institutional control/engineering control registries

Institutional Controls (IC) are defined as non-engineered and/or legal controls that minimize the potential human exposure to contamination by limiting land or resource use. Whereas, Engineering Controls (EC) consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media.

There were no Federal institutional or engineering controls found at the target property.

Federal ERNS list

The Emergency Response Notification System (ERNS) is a database used to store information on notification of oil discharges and hazardous substances releases. The ERNS program is a cooperative data sharing effort encompassing the National Response Center (NRC), operated by the US Coast Guard, EPA HQ and EPA regional offices. ERNS data is used to analyze release notifications, track EPA responses and compliance to environmental laws, support emergency planning efforts, and assist decision-makers in developing spill prevention programs.

There were no Federally recorded releases of oil and/or hazardous substances at the target property.

Lists of state and tribal Superfund equivalent sites

In order to maintain close coordination with the states and tribes in the NPL listing decision process, the EPA's policy is to determine the position of states and tribes on sites that EPA is considering for listing. Consistent with this policy, since 1996, it has been the EPA's general practice to seek the state or tribe's position on sites under consideration for NPL listing by submitting a written request to the governor/state environmental agency or tribe. Various states may have their own program for identifying, investigating and cleaning up sites where consequential amounts of hazardous waste may have been disposed that work in conjunction with the EPA's Superfund remedial program.

There were no State and/or tribal Superfund equivalent sites found within a one-mile radius of target property.

Lists of state and tribal hazardous waste facilities

EPA established basic hazardous waste management standards for businesses who produce hazardous waste and categorized three businesses based on the volume of hazardous waste produced in a calendar month. On the federal level, there are three generator categories: large quantity generator, small quantity generator, and conditionally exempt small quantity generator. Some states are authorized to establish generator categories that are different from those that federal EPA set up. State regulatory requirements for generators of hazardous waste may be more stringent than the federal program.

There were no State and/or tribal hazardous waste facilities found within a half-mile radius of the target property.

Lists of state and tribal landfills and solid waste disposal facilities

Title 40 of the CFR parts 239 through 259 contain the regulations for non-hazardous solid waste programs set up by the states. EPA has requirements for state solid waste permit programs, guidelines for the processing of solid waste, guidelines for storage and collection of commercial, residential and institutional solid waste, and the criteria for municipal solid waste landfills. State solid waste programs may be more stringent than the federal code requires.

There were no State and/or tribal landfills or solid waste disposal facilities found within a half-mile radius of the target property.

Lists of state and tribal leaking storage tanks

A typical leaking underground storage tank (LUST) scenario involves the release of a fuel product from an underground storage tank (UST) that can contaminate surrounding soil, groundwater, or surface waters, or affect indoor air spaces. Once a leak is confirmed, immediate response actions must be taken to minimize or eliminate the source of the release and to reduce potential harm to human health, safety, and the environment. Each state has unique requirements for initiating responses to a release, and it is up to the UST owner or operator to conduct actions in compliance with his/her local rules.

There were no State and/or tribal leaking storage tanks found within a half-mile radius of the target property.

Lists of state and tribal registered storage tanks

EPA initially issued UST regulations in 1988. In 2015, EPA modified the UST regulation, which was effective October 13, 2015 in Indian Country and states without State Program Approval. EPA recognizes that, because of the size and diversity of the regulated community, state and local governments are in the best position to oversee USTs: 1) State and local authorities are closer to the situation in their domain and are in the best position to set priorities, 2) Subtitle I of the Solid Waste Disposal Act allows state UST programs approved by EPA to operate in lieu of the federal program, 3) the state program approval (SPA) regulations set criteria for states to obtain the authority to operate in lieu of the federal program. State programs must be at least as stringent as EPA's. A complete version of the law that governs USTs can be found in U.S. Code, Title 42, Chapter 82, Subchapter IX.

There were no State and/or tribal registered storage tanks found at subject and adjoining properties.

State and tribal institutional control/engineering control registries

Institutional controls are non-engineered instruments such as administrative and legal controls that help minimize the potential for human exposure to contamination and/or protect the integrity of the remedy. Engineering controls consist of engineering measures (e.g, caps, treatment systems, etc.) designed to minimize the potential for human exposure to contamination by either limiting direct contact with contaminated areas or controlling migration of contaminants through environmental media. It is EPA's expectation that treatment or engineering controls will be used to address principal threat wastes and that groundwater will be returned to its beneficial use whenever practicable.

There were no State and/or tribal institutional and/or engineering controls found filed against the target property.

Lists of state and tribal voluntary cleanup sites

State cleanup programs play a significant role in assessing and cleaning up contaminated sites. State cleanup programs typically are programs authorized by state statutes to address brownfields and other lower-risk sites that are not of federal interest. The EPA has historically supported the use of state cleanup programs and continues to provide grant funding to establish and enhance the programs. This approach was codified in 2002 as Section 182 of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA).

There were no State and/or tribal voluntary cleanup sites found within a half-mile radius of the target property.

Lists of state and tribal brownfields sites

Since its inception in 1995, EPA's Brownfields and Land Revitalization Program has grown into a proven, results-oriented program that has changed the way communities address and manage contaminated property. The program is designed to empower states, tribes, communities, and other stakeholders to work together to prevent, assess, safely clean up, and sustainably reuse brownfields. Beginning in the mid-1990s, EPA provided small amounts of seed money to local governments that launched hundreds of two-year Brownfields pilot projects and developed guidance and tools to help states, communities and other stakeholders in the cleanup and redevelopment of brownfields sites.

There were no State and/or tribal brownfields sites found within a half-mile radius of the target property.

State and/or tribal lists of sites requiring further investigation / remediation

No records found

State list of Significant Environmental Hazards (SEH)

No records found

Lists of state and tribal mine sites requiring further investigation and/or remediation

No records found

State and/or tribal lists of spills and spill responses

No records found

State and/or tribal lists of emergency responses

No records found

State and/or tribal lists of dry cleaners

No records found

State and/or tribal lists of clandestine laboratory cleanups

No records found

State and/or tribal lists of scrap/used tire processing facilities

No records found

State and/or tribal lists of underground injection control sites

No records found

State and/or tribal listings of permitted drywells

No state and/or tribal permitted drywells were found within a half-mile radius of the target property.

Automobile salvage yards

No records found

Livestock Waste Control sites

No records found

Controlled Animal Feeding Operations (CAFOs)

No records found

State and/or tribal lists of registered aboveground storage tanks (ASTs)

No records found

C.A.A. Permitted Facilities

No records found

NPDES Permitted Facilities

No records found

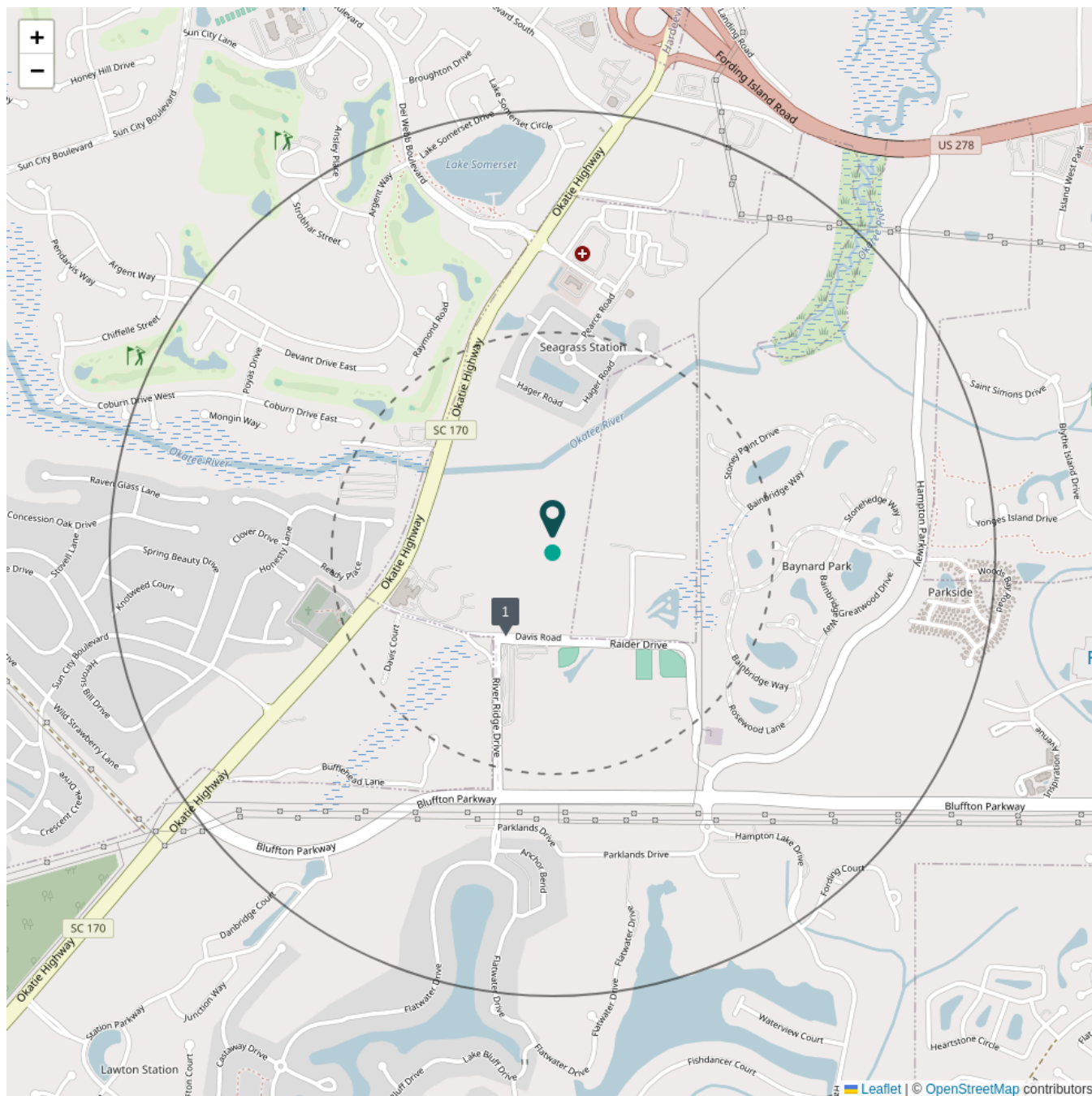
Onsite Wastewater Treatment sites

No records found

State and/or tribal lists of permitted facilities

SOUTH CAROLINA - ENVIRONMENTAL FACILITY INFORMATION SYSTEM

The SC-EFIS is the South Carolina Department of Health and Environmental Control (DHEC) Environmental Facility Information System that integrates information on environmental facilities, permits, violations, enforcement actions, and compliance activities needed to support regulatory requirements and target environmental quality improvements for the water, air, solid waste, and hazardous waste program areas.



center: 32.27595774986225,-80.9416437149048

----- 0.5 Miles ——— 1.0 Miles

CLELAND CONSTRUCTION-CLOSED

DAVIS ROAD

Registry ID: 110007215147

Name: CLELAND CONSTRUCTION-CLOSED

Address: DAVIS ROAD

City: BLUFFTON

Site Type: STATIONARY

Program Acronyms: AIR:SC00003600019, AIRS/AFS:4501300019, EIS:2912811, ICIS:2656128, NPDES:SCG730645, SC-EFIS:SC0000000824

Interest Type: AIR EMISSIONS CLASSIFICATION UNKNOWN, AIR MAJOR, FORMAL ENFORCEMENT ACTION, ICIS-NPDES NON-MAJOR, STATE MASTER

Point of Reference Description: ENTRANCE POINT OF A FACILITY OR STATION

Date Created: 01-MAR-00

Date Updated: 01-JUN-17

FRS Facility Detail Report URL: [Link](#)

Distance From Center (Miles): 0.2183

Site Source: last updated from FACILITY REGISTRY SERVICE

Resource Conservation and Recovery Act Information (RCRAInfo)

No records found

U.S. EPA Enforcement, Compliance History Online (ECHO)

No records found

U.S. EPA Underground Storage Tanks (UST)

No records found

U.S. EPA Toxic Substances Control Act (TSCA) database

No records found

U.S. EPA Toxic Release Inventory System (TRIS)

No records found

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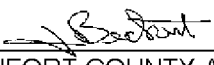
APPENDIX H

5 10 1658
McNamara

McNamara & Adams

Attorneys at Law
7370 Hodgson Memorial Drive
Suite B-11
Savannah

Prepared By:
Moot & Pitts
15C Lafayette Place
PO Drawer 23439
Hilton Head Island, SC 29925
Telephone: 843-681-3200
File No.: 19-070

RECORDED
2019 Jul -09 04:56 PM

BEAUFORT COUNTY AUDITOR



Item 15.

BEAUFORT COUNTY SC
BK 3763 Pgs 156-160
FILE NUM 2019027507
05/28/2019 12:08:56 PM
REC'D BY sherrellw RCPT# 933015
RECORDING FEES \$11.00
County Tax \$1,540.00
State Tax \$3,640.00

ADD DMP Record 7/1/2019 01:23:44 PM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R600 029 000 0054 0000 00

(Please do not write above this line - Reserved for Register of Deeds Office)

Tax Map #: R600-029-000-0054-0000

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **CLELAND SITE PREP, INC.,** a South Carolina Corporation (hereinafter the "Grantor") in the State aforesaid, for and in consideration of the sum of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), unto it paid by **LAND DEVELOPMENT OF GEORGIA, LLC**, a Georgia limited liability company (hereinafter the "Grantee") of 75 Industrial Drive, Baxley, GA 31513 in the State aforesaid, the receipt whereof is hereby acknowledged, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

See Attached Exhibit A

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind Grantor, its successors and assigns, to warrant and forever defend all and singular, the said Premises unto the said Grantee, its successors and assigns, against Grantor, its successors and assigns, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

IN WITNESS WHEREOF the undersigned Hand and Seal this 14th day of May, 2019.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

Ramon C. Nimmer
1st Witness

Renay Farr
2nd Witness/Notary

CLELAND SITE PREP, INC.

By: Avery E. Cleland
{L.S.} Avery E. Cleland, President

STATE OF SOUTH CAROLINA)

COUNTY OF)

ACKNOWLEDGMENT
under S.C. Code § 30-5-30(C)

I, the undersigned notary public, do hereby certify that the within named Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness to before me this 14th day of May, 2019.

Renay Farr
Notary Public for South Carolina
My Commission Expires

(SEAL)

File # 19-070

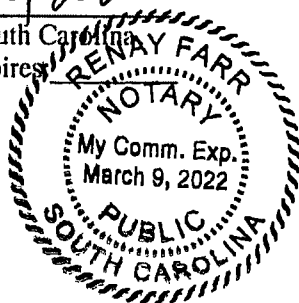


EXHIBIT "A"

All that certain piece, parcel or tract of land located in Beaufort County, South Carolina containing 40.07 acres, more or less, as reflected on a plat thereof prepared by Richard Kesselring, RLS and entitled "A Map of 40.07 Acres Cut from Lands N/F Ursula K. Elkins, Located Near Pritchardville, Beaufort County, South Carolina for Avery Cleland". According to said plat said property is bounded in part by the lands now or formerly of Union Camp Corp. And has the following metes and bounds, to wit: To find the point of beginning commence at the intersection of the center line of Bull Tomb Road and SC Highway 170; thence N40°45'42"E for a distance of 3,327.65 feet to the intersection of the center line of Davis Road; thence S73° 43'48"E for a distance of 1341.51'; thence S89°09'58"E for a distance of 1312.23'; thence S89° 00'21"E for a distance of 531.57'; thence N00°59'39"E for a distance of 557.04'; thence N03° 15'48"E for a distance of 227.57'; thence N02°32'00"E for a distance of 383.7'; thence N86° 34'54"W for a distance of 436.62' to the point of beginning; thence N06°28'16"E for a distance of 1430.71'; thence N54°01'38"E for a distance of 1112.11'; thence S01°59'52"W for a distance of 17.17'; thence S00°08'52"W for a distance of 407.22'; thence S02°53'52"W for a distance of 437.58'; thence S10° 56'08"E for a distance of 209.22'; thence S01°54'06"E for a distance of 374.22'; thence S00°34'08"E for a distance of 639.54'; then S01°41'12"E for a distance of 60.10'; thence N86° 34'54"W for a distance of 1099.69' to the point of beginning.

Together with a 50' easement for ingress and egress from the subject property commencing at the point of beginning of the property described above; thence S86°34'54"E for a distance of 436.62' to the point of commencement; thence the 50' eastward of the following courses and distances: S02°32'00"W for a distance of 383.70'; thence S03°15'48"W for a distance of 227.57'; thence S00°59'39"W for a distance of 557.04'; thence the 50' immediately to the north of the following course and distance; N89°00'21"W for a distance of 531.57'; thence along David Road to its intersection with SC Highway 170.

Reserving a 15' easement for ingress and egress along the southern boundary of said property conveyed and shown on the aforementioned plat.

THIS conveyance is made subject to all easements and restrictions of record and otherwise affecting the property as recorded in the Office of the Register of Deeds for County, South Carolina.

This being the same property or a portion thereof conveyed to Grantor by deed of JIJ Holdings LLC recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 21, 2010 in Deed Book 3046 at Page 2186.

STATE OF SOUTH CAROLINA)
COUNTY OF Beaufort)

AFFIDAVIT

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property being transferred is located at 40.07 ACRES OFF DAVIS RD., Bluffton, South Carolina 29910 Bearing Beaufort County Tax Map Number R600 029 000 0054 0000 was transferred by CLELAND SITE PREP, INC. BY WARRANTY DEED FROM JLJ HOLDINGS, LLC RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS FOR BEAUFORT COUNTY, SOUTH CAROLINA ON DECEMEBR 21, 2010 IN DEED BOOK 3046 AT PAGE 2186. to LAND DEVELOPMENT OF GEORGIA LLC. on May 14, 2019.
3. Check one of the following: The deed is
 - (a) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (b) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as a distribution to a trust beneficiary.
 - (c) _____ exempt from the deed recording fee because (See Information section of affidavit):
(If exempt, please skip items 4 - 7, and go to item 8 of this affidavit.)
4. Check one of the following if either item 3(a) or item 3(b) above has been checked (See Information section of this affidavit.):
 - (a) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \$1,400,000.00
 - (b) _____ The fee is computed on the fair market value of the realty which is
 - (c) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is
5. Check Yes _____ or No _____ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "Yes," the amount of the outstanding balance of this lien or encumbrance is:
6. The deed recording fee is computed as follows:
 - (a) Place the amount listed in item 4 above here: _____
 - (b) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (c) Subtract Line 6(b) from Line 6(a) and place result here: _____
7. The deed recording fee due is based on the amount listed on Line 6(c) above and the deed recording fee due is: \$5,180.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as: Closing Attorney

9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



May McNamara Adams
Responsible Person Connected with the Transaction

Thomas J. McNamara

May McNamara Adams
Print or Type Name Here

SWORN to before me this 8th
day of May, 2019
Notary Public for GA
My Commission Expires: 8/27/20

Virginia Ann Fundell
Virginia Ann Fundell - Notary

INFORMATION

Except as provided in this paragraph, the term "value" means "the consideration paid or to be paid in money or money's worth for the realty." Consideration paid or to be paid in money's worth includes, but is not limited to, other realty, personal property, stocks, bonds, partnership interest and other intangible property, the forgiveness or cancellation of a debt, the assumption of a debt, and the surrendering of any right. The fair market value of the consideration must be used in calculating the consideration paid in money's worth. Taxpayers may elect to use the fair market value of the realty being transferred in determining fair market value of the consideration. In the case of realty transferred between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, and in the case of realty transferred to a trust or as a distribution to a trust beneficiary, "value" means the realty's fair market value. A deduction from value is allowed for the amount of any lien or encumbrance existing on the land, tenement, or realty before the transfer and remaining on the land, tenement, or realty after the transfer. Taxpayers may elect to use the fair market value for property tax purposes in determining fair market value under the provisions of the law.

Exempted from the fee are deeds:

- (1) transferring realty in which the value of the realty, as defined in Code Section 12-24-30, is equal to or less than one hundred dollars;
- (2) transferring realty to the federal government or to a state, its agencies and departments, and its political subdivisions, including school districts;
- (3) that are otherwise exempted under the laws and Constitution of this State or of the United States;
- (4) transferring realty in which no gain or loss is recognized by reason of Section 1041 of the Internal Revenue Code as defined in Section 126-10(A);
- (5) transferring realty in order to partition realty as long as no consideration is paid for the transfer other than the interests in the realty that are being exchanged in order to partition the realty;
- (6) transferring an individual grave space at a cemetery owned by a cemetery company licensed under Chapter 55 of Title 39;
- (7) that constitute a contract for the sale of timber to be cut;
- (8) transferring realty to a corporation, a partnership, or a trust in order to become, or as, a stockholder, partner, or trust beneficiary of the entity provided no consideration is paid for the transfer other than stock in the corporation, interest in the partnership, beneficiary interest in the trust, or the increase in value in such stock or interest held by the grantor. However, the transfer of realty from a corporation, a partnership, or a trust to a stockholder, partner, or trust beneficiary of the entity is subject to the fee even if the realty is transferred to another corporation, a partnership, or trust;
- (9) Transferring realty from a family partnership to a partner or from a family trust to a beneficiary provided no consideration is paid for the transfer other than a reduction in the grantee's interest in the partnership or trust. A "family partnership" is a partnership whose partners are all members of the same family. A "family trust" is a trust, in which the beneficiaries are all members of the same family. The beneficiaries of a family trust may also include charitable entities. "Family" means the grantor and the grantor's spouse, parents, grandparents, sisters, brothers, children, stepchildren, grandchildren, and the spouses and lineal descendants of any the above. A "charitable entity" means an entity which may receive deductible contributions under Section 170 of the Internal Revenue Code as defined in Section 12-6-40(A);
- (10) transferring realty in a statutory merger or consolidation from a constituent corporation to the continuing or new corporation;
- (11) transferring realty in a merger or consolidation from a constituent partnership to the continuing or new partnership; and,
- (12) that constitute a corrective deed or a quitclaim deed used to confirm title already vested in the grantee, provided that no consideration of any kind is paid or is to be paid under the corrective or quitclaim deed.

APPENDIX I



Beaufort County, South Carolina

generated on 10/13/2024 4:44:10 PM EDT

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year
R600 029 000 0054 0000	07085094	,	10/11/2024	2024	2024

Current Parcel Information

Owner	LAND DEVELOPMENT OF GEORGIA LLC	Property Class Code	ResVac Platted&Unplatted
Owner Address	1978 HATCH PKWY S BAXLEY GA 31513	Acreage	40.0700
Legal Description	SUBJ TO ROLL BACK TAX LIEN POR OF URSULA K ELKINS PROP DB846 PG2419 PB61 PG114*TOT AC INCL 0.41 AC CEMETARY MGFM:KEY#7085101 5-21-98 SPLIT 6/99 0.40 AC 29/85 ACERAGED ADJUSTED PB61 P114 6/08 2.80 AC 29/55 RESTORED BY DB2656 PG193 10-26-07		

Historic Information

Tax Year	Land	Building	Market	Taxes	Payment
2024	\$1,171,900		\$1,171,900	\$17,320.50	\$0.00
2023	\$1,171,900		\$1,171,900	\$17,320.49	\$17,320.49
2022	\$1,406,300		\$1,406,300	\$21,608.64	\$21,608.64
2021	\$1,406,300		\$1,406,300	\$21,152.99	\$24,400.94
2020	\$1,406,300		\$1,406,300	\$20,461.07	\$23,630.23
2019	\$3,304,800		\$3,304,800	\$162.33	\$261.68
2018	\$3,304,800		\$3,304,800	\$158.58	\$158.58
2017	\$1,790,100		\$1,790,100	\$161.59	\$161.59
2016	\$1,790,100		\$1,790,100	\$160.32	\$160.32
2015	\$1,790,100		\$1,790,100	\$155.44	\$155.44
2014	\$1,790,100		\$1,790,100	\$154.35	\$154.35

Sales Disclosure

Grantor	Book & Page	Date	Deed	Vacant	Sale Price
CLELAND SITE PREP INC	3763 156	5/14/2019	Fu		\$1,400,000
JLJ HOLDINGS LLC	3046 2186	12/21/2010	Ge		\$10
CLELAND AVERY E	2656 193	10/26/2007	Fu		\$10
ELKINS URSULA K ST RTE 6	846 2419	3/13/1996	Fu		\$225,000
		12/31/1776	Or		\$0

Building	Type	Use Code Description	Improvements		Rooms	Square Footage	Improvement Size
			Constructed Year	Stories			

Item 15.

**APPRAISAL REPORT
OF
A 40.07 ACRE LAND PARCEL

LOCATED AT
DAVIS ROAD
BEAUFORT COUNTY, SOUTH CAROLINA
PREPARED
FOR
BEAUFORT COUNTY OPEN LAND TRUST**

**AS OF
DECEMBER 28, 2022**

**PREPARED
BY
BRIAN F. CONSIDINE, MAI, SRA
&
PAIGE M. COUPER
CONSIDINE & COMPANY**

Davis Road, Unincorporated Bluffton Area, Beaufort County, SC



January 5, 2023

Kate Schaefer
Director of Land Protection
Beaufort County Open Land Trust
1001 Bay Street
Beaufort, SC 29902

RE: 40.07 acres Vacant Land Tract located at Davis Road, Unincorporated Bluffton area, Beaufort County, South Carolina

Dear Client:

Per your written request, we have estimated the market value of the fee simple interest of the referenced property as of December 28, 2022, the date of inspection of the property by Brian F. Considine, MAI.

The appraisal conforms to the standards of the Uniform Standards of Professional Appraisal Practice (USPAP).

Extraordinary Assumptions (assumptions which if found false could change the value conclusion):

- No formal wetlands study was provided. Wetlands were estimated from tax assessor information including wetland overlays from their online plat maps. The value is based on a price per usable upland acre. If a formal survey reveals a different amount of usable land area, the value conclusion would change. The client provided a screen shot from NWI, National Wetlands Inventory, that showed a somewhat different configuration from the assessor's overlays. A formal delineation is recommended.

Hypothetical Conditions (a condition contrary to the actual condition which is assumed for analysis purposes):

- None noted.

Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

Other Specific Conditions and Assumptions paramount to the valuation are:

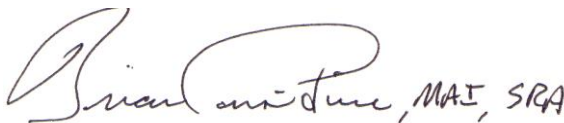
- We have not been provided with a current Environmental Site Assessment (ESA), engineering reports or any documentation addressing the existence of hazardous material or contamination. The appraised value assumes there is no contamination on the subject property.
- Present or future employment of Considine & Company was not conditional upon our producing a specified value or a value within a given range.
- We have no interest, direct or indirect, financial, bias or otherwise, in the subject property. We have not provided appraisal or consulting services on this property in the last 3 years.

Based on the following analysis, it is our opinion that the Market Value of the Fee Simple Interest, as of December 28, 2022, and subject to the Assumptions and Limiting Conditions is:


SEVEN HUNDRED EIGHTY THOUSAND DOLLARS (\$780,000)

Thank you for the opportunity to assist you in this matter. Please let us know if we can be of further assistance at (912)355-5522.

Respectfully Submitted,



Brian F. Considine, MAI
Georgia Certified General Appraiser No. 1176
South Carolina Certified General Appraiser No. 3956



Paige M. Couper, Associate Appraiser
Georgia Certified Property Appraiser # 007373
South Carolina Certified Property Appraiser #006138

Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

EXECUTIVE SUMMARY

LOCATION:	Davis Road, Unincorporated Bluffton, Beaufort County, SC
NEIGHBORHOOD:	The subject is located east of Highway 170. The area is characterized by residential subdivision development with several large-scale subdivisions in proximity to the subject including Bayard Park, Sun City, Seagrass Station, and Island West. The Sun City commercial area fronts Highway 170 just northwest of the subject.
CURRENT OWNER:	Land Development of Georgia, LLC
TAX I.D.:	R600 029 000 0054 0000
ZONING:	T2R, Rural
SITE SIZE:	40.07 acres gross with an estimated upland size of 11.48 acres, 8 acres ponds, 20.18 acres estimated wetlands, 0.41 acre cemetery.
FLOOD ZONE:	AE and X – north part of subject appears to be in a flood zone
BUILDING IMPROVEMENTS:	NA - Vacant Land
DATE OF VALUATION:	December 28, 2022
DATE OF REPORT:	January 2, 2023
PROPERTY RIGHTS APPRAISED:	“As-Is” Market Value
VALUE CONCLUSION: Sales Comparison Approach:	\$780,000

Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

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LIMITING CONDITIONS AND ASSUMPTIONS

This appraisal is made subject to the following Assumptions and Limiting Conditions:

1. It is assumed that the legal description as obtained from public records or as furnished is correct and no responsibility is assumed for matters of a legal nature. No opinion is rendered as to title, as it is assumed to be good, marketable and in fee simple unless otherwise noted and discussed.
2. The information contained in this report is obtained from sources deemed reliable. However, no warranty is given as to its accuracy. Competent management and responsible ownership are assumed.
3. The property is appraised as though free and clear of any or all liens or encumbrances except as noted herein.
4. Any plot plans, sketches, drawings, or other exhibits in this report are included only to assist the reader in visualizing the property. I have made no survey for this report and assume no responsibility for its presentation within.
5. Possession of this report or a copy thereof does not carry with it the right of publication nor may it be used for any purpose by any but the applicant without the previous written consent of the appraiser and the applicant and then only with proper identification.
6. The appraiser herein by reason of this appraisal is not required to give future consultation, testimony or be in attendance in court with reference to the property in question unless arrangements have been previously made.
7. The distribution, if any, of the total valuation in the report between land and improvements applies only under the existing program of utilization. The separate allocations for land and improvements must not be used in conjunction with any other appraisal and are invalid if so used.
8. The appraiser assumes, and the user of this report agrees, that the appraiser has no liability for existing physical condition of the building and all parties agree that the purpose of this appraisal is to estimate value as though the superstructure is structurally sound. Likewise, it is assumed and all parties agree that the appraiser has no responsibility for subsurface or hazardous waste conditions, including asbestos.
9. Unless otherwise noted herein, it is assumed that there are no encroachments, zoning or other violations of any regulations affecting the subject property, including off street parking. As of the date of this appraisal, no survey had been prepared to identify encroachments or easements. The appraiser assumes, and the user of this report agrees that the appraised value is prepared

as though no encroachments, liens or other violations of any regulations affecting the subject property exist, unless otherwise noted.

10. The value estimates reported herein apply to the entire property and any proration or division of the total into fractional interest will invalidate the value estimate unless such proration or division of interest is set forth in the report. No statement as to the value in use to the property owner has been made. Only the value of the property, if exposed for sale on the open market, has been estimated.
11. Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations, news, sales, or other media, without the prior written consent and approval of the author; this pertains particularly to valuation conclusions, the identity of the appraiser or firm with which the appraiser is associated with and any reference to the Appraisal Institute or to the SRA or MAI designations.
12. This appraisal will not take into consideration the possibility of the existence of asbestos, PCB transformers, or other toxic, hazardous, or contaminated substances and/or underground storage tanks (hazardous material), or the cost of encapsulation or removal thereof, unless otherwise requested. Should the client have concern over the existence of such substances on the property, the appraiser considers it imperative for the client to retain the services of a qualified, independent engineer or contractor to determine the existence and extent of any hazardous materials, as well as the cost associated with any required or desirable treatment or removal thereof, and the client shall transmit the findings to the appraiser so that he may adjust the value conclusion herein, if needed.
13. See "Other Legal Considerations ".
14. See special assumptions and limiting conditions in the Letter of Transmittal.

PROPERTY IDENTIFICATION

The property appraised consists of a 40.07-acre site located at Davis Road, Unincorporated Bluffton Area, Beaufort County, South Carolina. The property is identified by the Beaufort County Tax Assessor's Office as PIN# R600 029 000 0054 0000. It is legally described as follows:

LEGAL DESCRIPTION

EXHIBIT "A"

All that certain piece, parcel or tract of land located in Beaufort County, South Carolina containing 40.07 acres, more or less, as reflected on a plat thereof prepared by Richard Kesselring, RLS and entitled "A Map of 40.07 Acres Cut from Lands N/F Ursula K. Elkins, Located Near Pritchardville, Beaufort County, South Carolina for Avery Cleland". According to said plat said property is bounded in part by the lands now or formerly of Union Camp Corp. And has the following metes and bounds, to wit: To find the point of beginning commence at the intersection of the center line of Bull Tomb Road and SC Highway 170; thence N40°45'42"E for a distance of 3,327.65 feet to the intersection of the center line of Davis Road; thence S73° 43'48"E for a distance of 1341.51'; thence S89°09'58"E for a distance of 1312.23'; thence S89° 00'21"E for a distance of 531.57'; thence N00°59'39"E for a distance of 557.04'; thence N03° 15'48"E for a distance of 227.57'; thence N02°32'00"E for a distance of 383.7'; thence N86° 34'54"W for a distance of 436.62' to the point of beginning; thence N06°28'16"E for a distance of 1430.71'; thence N54°01'38"E for a distance of 1112.11'; thence S01°59'52"W for a distance of 17.17'; thence S00°08'52"W for a distance of 407.22'; thence S02°53'52"W for a distance of 437.58'; thence S10° 56'08"E for a distance of 209.22'; thence S01°54'06"E for a distance of 374.22'; thence S00°34'08"E for a distance of 639.54'; then S01°41'12"E for a distance of 60.10'; thence N86° 34'54"W for a distance of 1099.69' to the point of beginning.

Together with a 50' easement for ingress and egress from the subject property commencing at the point of beginning of the property described above; thence S86°34'54"E for a distance of 436.62' to the point of commencement; thence the 50' eastward of the following courses and distances: S02°32'00"W for a distance of 383.70'; thence S03°15'48"W for a distance of 227.57'; thence S00°59'39"W for a distance of 557.04'; thence the 50' immediately to the north of the following course and distance; N89°00'21"W for a distance of 531.57'; thence along David Road to its intersection with SC Highway 170.

Reserving a 15' easement for ingress and egress along the southern boundary of said property conveyed and shown on the aforementioned plat.

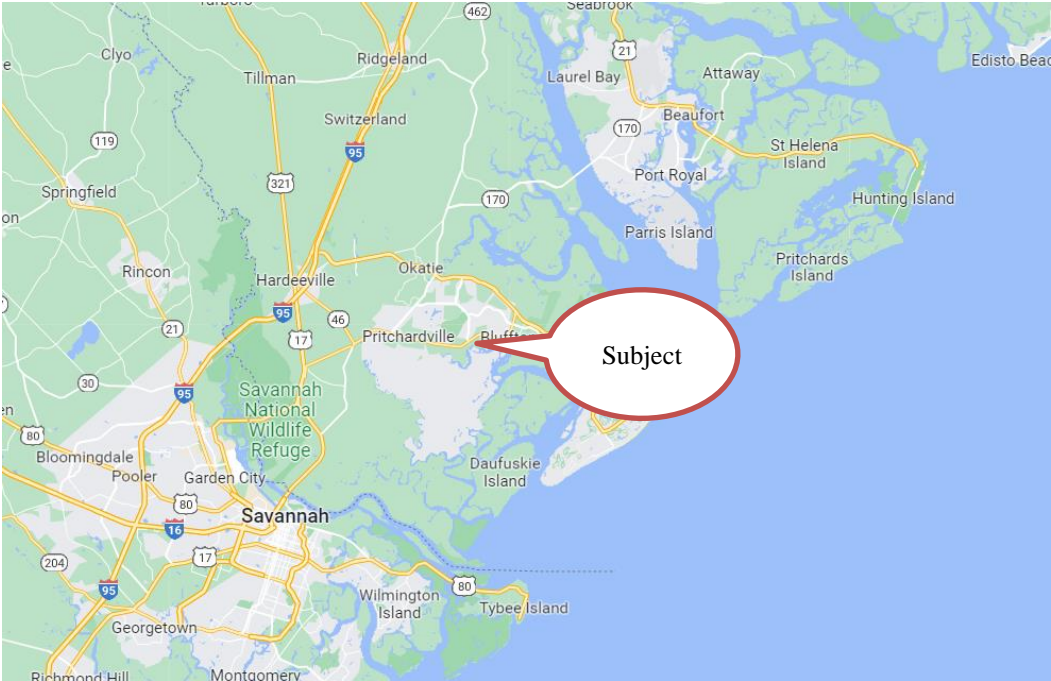
THIS conveyance is made subject to all easements and restrictions of record and otherwise affecting the property as recorded in the Office of the Register of Deeds for County, South Carolina.

This being the same property or a portion thereof conveyed to Grantor by deed of JIJ Holdings LLC recorded in the Office of the Register of Deeds for Beaufort County, South Carolina on December 21, 2010 in Deed Book 3046 at Page 2186.

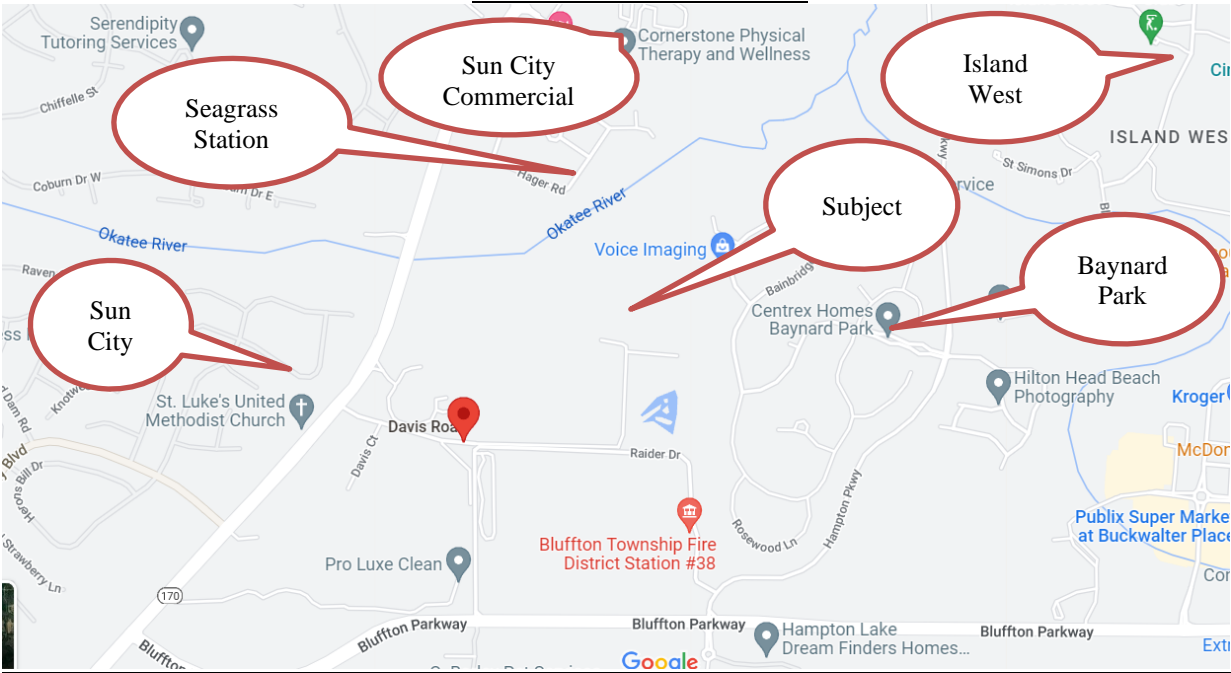
The above legal description is from the most recent deed. Various maps and plats of the subject are reproduced on the following pages.

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

REGION MAP



NEIGHBORHOOD MAP



Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

STREET MAP



Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

ASSESSOR'S MAP OF PROPERTY R600 029 000 0054 0000



Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

AERIAL MAP



Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

TAX MAP 21 PARCEL 17

LOCATION MAP, NOT TO SCALE

42.87 ACRES

A MAP OF A 42.87 ACRE PARCEL OF LAND NW OF URSULA K. BLAND, LOCATED NEAR PITCHARDVILLE, BEAUFORT COUNTY, SOUTH CAROLINA.

FOR
AVERY CLELAND

JENNIFER L. BROWN, JR.
BEAUFORT COUNTY S.C.
91 JUL 24 PM 1:17
BK FOLDER #
PG

NET UNION CAMP CORP.

EXEMPT

The development plan shown herein is exempt from the requirements of the Beaufort County Development Standards Ordinance according to the provisions of Article _____ Section 2-2-100

Certified by Hillary Aust

Date MAY 24 1997

Beaufort County Development Review Team

SUBMITTAL REQUIREMENTS:
SHEET 17 OF 17
ARC - 60.00
VLM - 25.00
CHORD IN FT
CHORD BEARING DEGREES

PLAT BOOK 61
PAGE 111
DATE 04 Aug 97

TAX MAP 8880-021-000-013

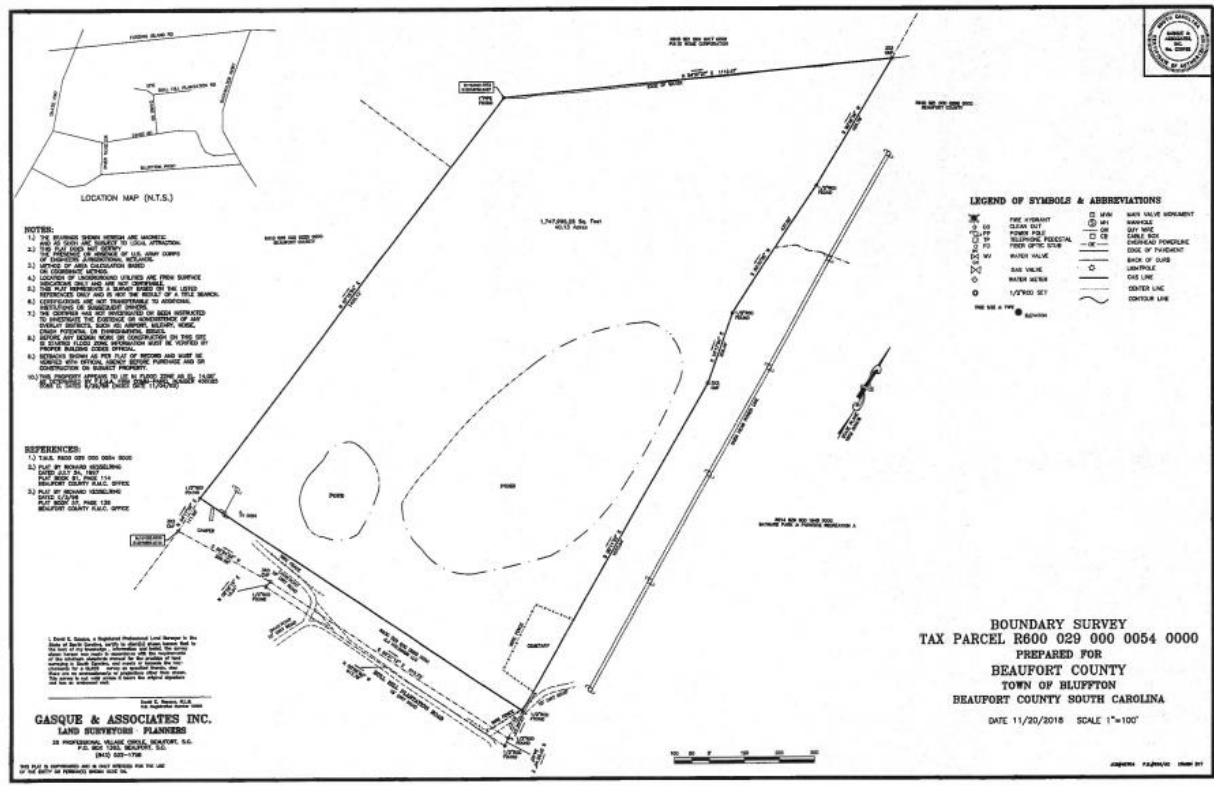
GRAPHIC SCALE

INSET
SCALE 1"=100'

SOUTH CAROLINA REGISTERED LAND SURVEYOR
RICHARD E. KESSEL
#195

6

2018 DRAFT PLAT BY GASQUE AND ASSOCIATES



PURPOSE AND DATE OF THE APPRAISAL

The purpose of this appraisal is to estimate the “As Is” Market Value of the fee simple interest as of December 28, 2022.

SCOPE OF APPRAISAL

As a part of this appraisal, a number of independent investigations and analyses were conducted. In addition to the data I compile on a regular basis, the investigation undertaken, and major data sources used are listed below.

AREA NEIGHBORHOOD ANALYSIS - A personal inspection of the neighborhood was made as of the appraisal date. Several sources to include public records, real estate brokerage firms, the Beaufort County Tax Assessor’s office, and other appraisers were the basis of a continuing data source for identifying recent sales and trends in the area.

PROPERTY DESCRIPTION AND ANALYSIS – Information pertaining to the subject property was obtained from the property inspection and the Beaufort County Tax Assessor’s website.

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

COST APPROACH – Vacant land is not typically valued using a cost approach. Omission of this approach does not impact the reliability of the value conclusion.

SALES COMPARISON APPROACH - I researched the market for sales of other vacant land tracts in the Greater Beaufort County MSA. After reviewing all data, only those sales considered to be the most applicable to the subject were utilized in the report. The sales were analyzed based on a price per acre basis.

INCOME APPROACH – The subject is not considered income producing property.

INTENDED USE AND INTENDED USERS OF THE APPRAISAL

The intended use of this report will be to aid the client, Beaufort County Open Land Trust, in determining the amount to be paid for a fee simple purchase of the subject property. The client is the sole intended users of this report. The appraiser has not identified any other purchaser, buyer, or seller (property owner) as an intended user of this appraisal and no such party should use or rely on this appraisal for any purpose. Such parties are advised to obtain an appraisal from an appraiser of their own choosing if they require an appraisal for their own use. The appraisal was not prepared for mortgage lending purposes and should not be utilized in lending decisions.

PROBLEM TO BE SOLVED

The problem to be solved is determining the As Is market value of the property. The value is identified as of December 28, 2022, the date of most recent inspection. The property is 40.07 acres located in an unincorporated part of Bluffton. The parcel is partly wooded with a pond and zoned T2R, which permits low-density single-family development. The Beaufort County Land Trust proposes to acquire the property in fee. The problem to be solved is determining the current market value of the property given its physical characteristics and permitted use.

MARKET VALUE DEFINED

The purpose of this report as previously stated is to estimate the market value of the subject property's As Is Fee Simple Interest.

Market Value¹ is defined as:

¹ Source: Office of the Comptroller of the Currency under 12 CFR, Part 34, and Subpart C - Appraisals, 34.42 Definitions (f).

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

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised and each acting in what they consider their own best interest;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”

This definition seeks a value estimate in terms of cash or its equivalent. The terms of comparable transactions are being identified, analyzed and reported in reasonable detail. If financing terms or concessions influenced any sales utilized as comparable, they were adjusted to their cash equivalence. Units of comparison were extracted from these sales and reflect the cash equivalent price.

PROPERTY RIGHTS APPRAISED

The 14th Edition of The Appraisal of Real Estate, published by The Appraisal Institute in 2013, provides the following definition for the ownership interests considered in this appraisal:

The Fee Simple Estate is *"...absolute ownership unencumbered by any other interest or estate. A fee simple estate is subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat."*

5 YEAR OWNERSHIP STATUS AND HISTORY OF THE PROPERTY

Per deed records, the property is currently under the ownership of Land Development of Georgia, LLC. The current owner obtained title from Cleland Site Prep, Inc. on May 28, 2019 as shown in Beaufort County Deed Book 3763, beginning on Page 156. Tax stamps on the deed indicate that consideration of \$1,400,000 was paid for the property. The deed memorializing the sale is reproduced below:

McNamara & Adams
Attorneys at Law
7370 Hodgson Memorial Drive
Suite 301
Savannah, GA 31401
Phone: 913-681-3300
File No.: 19-070

RECORDED
2019 Jul -09 04:56 PM
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - 400
BK 3763 Pgs 156-160
FILE NUM 2019027507
05/28/2019 12:08:56 PM
REC'D BY sherrellw RCPT# 933015
RECORDING FEES \$11.00
County Tax \$1,540.00
State Tax \$3,640.00

(Please do not write above this line - Reserved for Register of Deeds Office)

Tax Map #: R600-029-000-0054-0000

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **CLELAND SITE PREP, INC., a South Carolina Corporation** (hereinafter the "Grantor") in the State aforesaid, for and in consideration of the sum of One Million Four Hundred Thousand and 00/100 Dollars (\$1,400,000.00), unto it paid by **LAND DEVELOPMENT OF GEORGIA, LLC, a Georgia limited liability company** (hereinafter the "Grantee") of 75 Industrial Drive, Baxley, GA 31513 in the State aforesaid, the receipt whereof is hereby acknowledged, subject to the easements, restrictions, reservations and conditions set forth in the legal description below, has granted, bargained, sold and released and by these presents does grant, bargain, sell, and release unto the Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion, the following described property, to wit:

See Attached Exhibit A

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD all and singular the premises before mentioned unto the said Grantee, its successors and assigns, forever, in fee simple, together with every contingent remainder and right of reversion.

AND Grantor does hereby bind Grantor, its successors and assigns, to warrant and forever defend all and singular, the said Premises unto the said Grantee, its successors and assigns, against Grantor, its successors and assigns, and all persons whomsoever lawfully claiming, or to claim, the same or any part thereof.

Analysis of Recent Sales, Purchase Offers, or Current Contracts: The most recent sale price of \$1,400,000 equates to \$34,939 per gross acre and \$121,951/usable acre. It is our understanding from the property owner's attorney that the proposed use as of the sale date was multifamily. There was reportedly an announcement prior to the sale regarding the local option sales tax, indicating that part of the proceeds would be used to pave the road leading to the property and extend infrastructure, which did not turn out to be correct. Although the sale is relatively recent, it is noted that the property has over 50% wetlands and a low-density zoning, which limits development options on the site. For these reasons, the sale price may not be indicative of a current value based on more recent sales.

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

It is our understanding that there was a Rural and Critical Application at the time the property was owned by the previous owner, Cleland Site Prep. There were some title issues being worked out when the then owner received the offer from Land Development of Georgia, which was accepted. It is noted that the Rural and Critical Application does not hinder the property owner from accepting other offers during the due diligence period, allowing the land owner to accept the higher offer at that time.

AREA/NEIGHBORHOOD DATA

The subject is located on the north side of Davis Road, east of Highway 170, in an unincorporated area of Bluffton, Beaufort County, South Carolina. The three major cities in Beaufort County are Hilton Head, Bluffton, and Beaufort. Hilton Head is home to many high-end plantation style neighborhoods as well as a number of historic Gullah neighborhoods.

Bluffton, South Carolina's estimated population is 33,627 according to the most recent United States census estimates. Bluffton, South Carolina is the 15th largest city in South Carolina based on official 2020 estimates from the US Census Bureau. It is the fastest growing municipality in South Carolina, according to the city's webpage.

The population density is 647 people/square mile

The overall median age is 37.5 years, 38.8 years for males, and 35.5 years for females.

The average household income in Bluffton is \$102,318 with a poverty rate of 3.93%. The median rental costs in recent years comes to \$1,747 per month, and the median house value is \$290,800.

Amenities: Bluffton has a designated cultural district and is home to the Geechee Gullah Cultural Heritage trail, May River Theater, and the Heyward House Museum. The Shell Art Trail has 21 giant painted oyster shells placed throughout Bluffton. There are numerous public parks throughout the city, offering outdoor recreation activities.

Hilton Head has at least 24 championship golf courses (see list below), world class tennis facilities, six marinas, one of which can accommodate yachts, and 13 miles of beach front on the Atlantic Ocean. It has 3,000 hotel rooms, 6,000 villas, 150,000 square feet of meeting space, and resort/convention space that can host gatherings up to 2,000. There are 8 beach parks and 12 recreational parks (basketball, soccer, etc.) on the island. In recent years, Hilton Head Island has been showcased as a top island vacation destination by Convention South, Trip Advisor, Fodor's, Travelchannel, and Parent's Magazine. The island offers silver level bicycling (the highest in the state) and a rowing and sailing center is currently under construction. The island offers Broadway Theater at the Performing Arts center, a symphony orchestra, a Coastal Discovery museum, a Heritage Library, and numerous art galleries. Hilton Head hosts the RBC Heritage Pro golf tournament annually.

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

- Bear Creek Golf Club
- Country Club of Hilton Head
- Dolphin Head Golf Course
- Golden Bear Golf Course
- Haig Point Golf Club
- Long Cove Club
- Moss Creek Golf Club
- Oyster Reef Golf Club
- Palmetto Dunes Resort-Arthur Hills Course
- Palmetto Dunes Resort-Fazio Course
- Palmetto Dunes Resort-Robert Trent Jones Course
- Palmetto Hall-Robert Cupp Course
- Port Royal Golf Club-Barony Course
- Port Royal Golf Club –Planter’s Row Course
- Port Royal Golf Club-Robber’s Row Course
- Sea Pines Country Club
- Sea Pines Resort-Harbor Town Golf Links
- Sea Pines Resort-Heron Point Course
- Sea Pines Resort-Ocean Course
- Shipyard Golf Club-Brigantine/Clipper
- Shipyard Golf Club-Clipper/Galleon
- Shipyard Golf Club-Galleon/Brigantine
- Spanish Wells Club
- The Golf Club at Indigo Run
- Wexford Golf Club

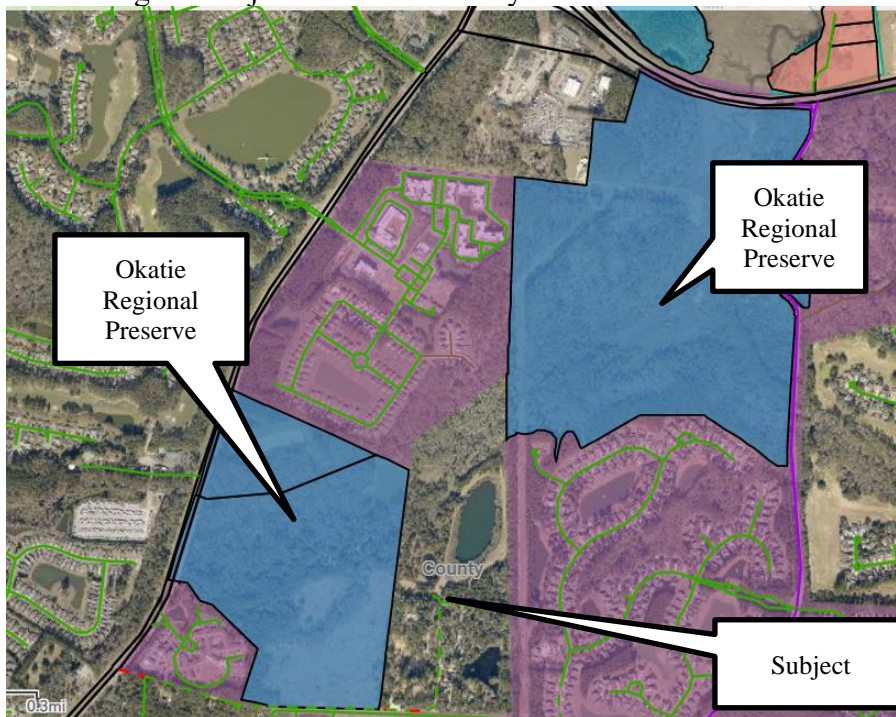
Neighborhood Boundaries: The neighborhood boundaries are Highway 170 to the west, Highway 278 to the north, Bluffton Parkway to the south, and Buckwalter Parkway to the east.

Predominant Type of Development: The predominant type of development is residential. The subject is surrounded by single family development including Baynard Park (gated amenity community) to the east, Seagrass Station (mixed use) to the north, and Bull Hill Plantation (mobile home community) to the south. To the west is a vacant tract owned by Beaufort County. There is also a vacant county owned tract to the north. Other notable large-scale developments in the area include Sun City, across Highway 170 to the west, Island West to the northeast, and Palmetto Bluff to the south. Other nearby properties include River Ridge Academy, a Pre-K through 8th grade school on the south side of Davis Road and NHC Healthcare, a rehab and assisted living facility located on the northeast corner of Davis Road and Highway 170. Most commercial properties in the area are along Highway 278 or Buckwalter Parkway.

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

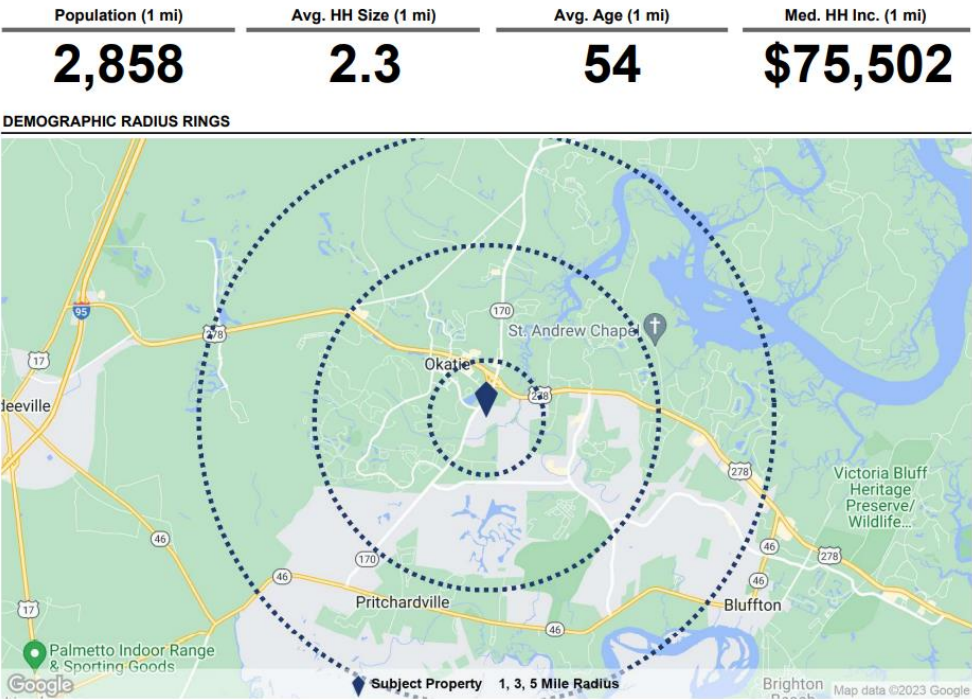
Percent Built Out: The following excerpt from Bluffton’s Comprehensive Plan discusses how much of the area is built out. *“Bluffton encompasses approximately 54.04 square miles (approximately 34,584 acres) in land area, approximately 10.71% of Beaufort County’s 579 square miles. This was a significant change from the one square mile town in 1990. The 1990 population density was 1.15 persons per acre. Once a majority of the land was annexed, the population density dropped to 0.19 persons per acre because little of the annexed area was developed. At the time of the 2010 Census, Bluffton’s geographical boundary was 51.03 square miles resulting in 244.2 persons per square mile. Assuming Bluffton’s current 54.04 square mile geographic boundary and an estimated “build-out” population of 63,653, the Town’s resulting population density is calculated at 1,178 persons per square mile within the Town’s limits. But population projections from development agreement schedules would support a “build-out” population of 47,310 by 2025, resulting in a density of 1.38 persons per acre for the land currently with Town limits. By comparison, Hilton Head Island encompasses nearly 34.2 square miles, with a 2010 population density of 896.9 persons per acre that the US Census Bureau estimates increased slightly to 927.61 persons per acre by 2012.”*

Immediately Adjoining Properties: Seagrass Station and Owner’s Association property to the north, vacant land owned by Beaufort County to the west and northeast, Baynard Park, Parkside, and Baynard Park owner’s association property to the east, and a 2.8 acre strip of land owned by JLJ Holdings, LLC to the south, beyond which is Bull Hill Plantation mobile home park. It is noted that the Beaufort County owned lands to the west and northeast are part of the Rural and Critical Lands’ Okatie Regional Preserve Project (shown in blue on the map below). The Okatie River runs along the subject’s north boundary.



Neighborhood Life Cycle and Trends: Neighborhoods typically evolve through four stages of development: growth, stability, decline, and revitalization. Bluffton is considered in the growth stage with substantial annexations having taken place to accommodate population growth.

Demographics including population, income data, and nearby traffic counts in the area of the subject are shown below:



DEMOGRAPHIC SUMMARY

Population	1 Mile	3 Mile	5 Mile
2022 Population	2,858	33,634	60,540
2027 Population	3,235	38,199	68,722
Pop Growth 2022-2027	13.2%	13.6%	13.5%
2022 Average Age	54	49	46
Households			
2022 Households	1,208	13,949	24,278
2027 Households	1,351	15,750	27,474
Household Growth 2022-2027	11.8%	12.9%	13.2%
Median Household Income	\$75,502	\$81,613	\$79,225
Average Household Size	2.3	2.4	2.5
Average HH Vehicles	2	2	2
Housing			
Median Home Value	\$307,314	\$303,018	\$310,022
Median Year Built	2004	2006	2006

Considine Appraisals

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1/1/2023

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BEAUFORT	179	US 278	SC 170 (OKATIE HWY) TO SC 46 (BLUFFTON RD), L- 4790	64700	2021
BEAUFORT	181	US 278	SC 46 (BLUFFTON RD), L- 4790 TO S- 242 (FORDING ISLAND RD EXT)	47900	2021
BEAUFORT	183	US 278	S- 242 (FORDING ISLAND RD EXT) TO S- 79 (SPANISH WELLS RD), L- 79	57400	2021
BEAUFORT	185	US 278	S- 79 (SPANISH WELLS RD), L- 79 TO US 278 BUS (WILLIAM HILTON PKWY)	59200	2021

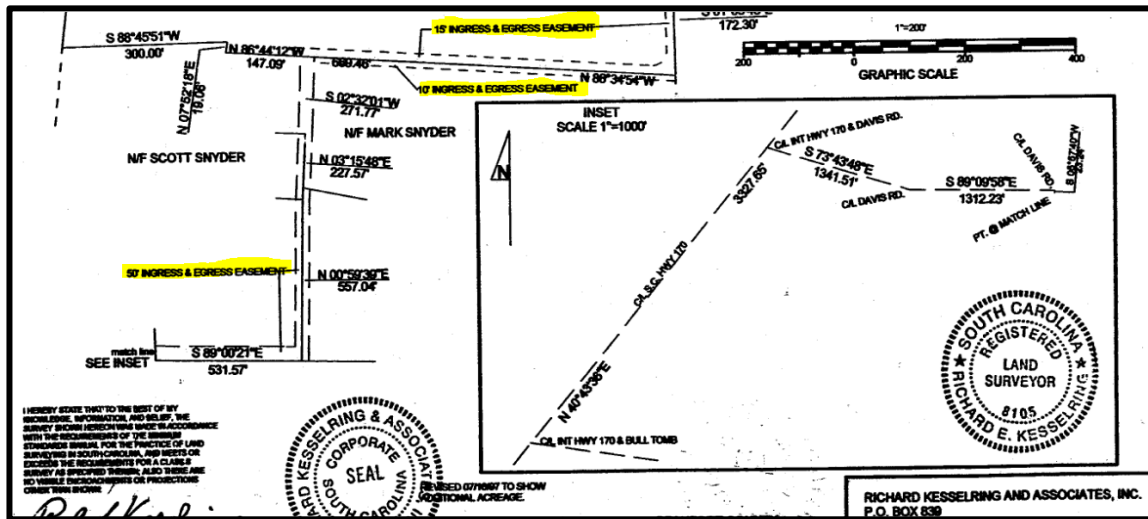
SITE DESCRIPTION

The property is located at the north end of Davis Road, north of Bull Hill Plantation Road and has 40.07 total acres per the legal description and the county tax records. It is identified by the tax assessor as PIN# R600 029 000 0054 0000.

Road Frontage: The property does not have direct road frontage and is accessed via several easements from Davis Road (see below).

Vehicular Access/Exposure: The property is accessed via a 50', 10' and 15' access easement. See Plat Excerpt Below with easements highlighted in yellow:

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC



Land Size:

40.07-acre gross size; 11.89 acre estimated upland size (see wetlands discussion in following paragraph). The usable size is estimated at 11.48 acres in consideration that the 0.41 acre cemetery located in the southeast corner of the site is also not likely usable and does not appear to fall within the wetland area.

ACREAGE SUMMARY CHART		
Gross Size:	40.07 acres	100%
Ponds:	8 acres	20%
Wetlands:	20.18 acres	50%
Cemetery:	<u>0.41</u> acres	<u>1%</u>
Usable Size:	11.48 acres	29%

As shown, the site has 50% wetlands, 20% ponds, and 1% cemetery. The usable size is estimated at 29% of the total site size.

Wetlands:

The US Army Corps of Engineers is the authority for formally delineating wetlands. No formal wetland delineation was provided, and the appraiser estimated the wetlands on the tract based on the following sources: 1) National Wetlands Inventory, 2) Google Earth's NWI overlay, and 3) the Tax Assessor's online GIS map wetland overlay and measuring tool. NWI was given primary reliance when possible.

NWI showed three ponds of 5.66 acres, 2.02 acres, and 0.32 acre. Total ponds are 8 acres. These would likely be treated as wetlands by the Corps of Engineers.

NWI also identified a 7.76-acre wetland and a 0.42 acre wetland. The wetlands on the north end of the tract also extend over other

Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

parcel #s, so the NWI map, which only shows the total size of the wetland, could not be used. This wetland is estimated to cover around 12 acres based on the Google Earth measuring tool and the NWI overlay. Total wetlands is around 20.18 acres. Wetlands plus ponds totals 28.18 acres.

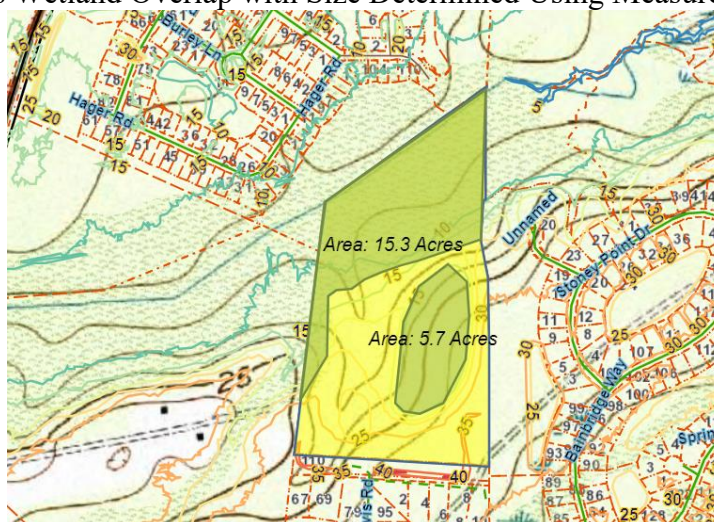
A map showing the NWI totals is shown below followed by the Assessor's wetlands overlay map, which shows a different total amount. We have relied on the NWI numbers as being the more reliable source. If wetlands are a concern, a formal survey is recommended to determine the exact amount of developable upland area.

NWI Wetland Map



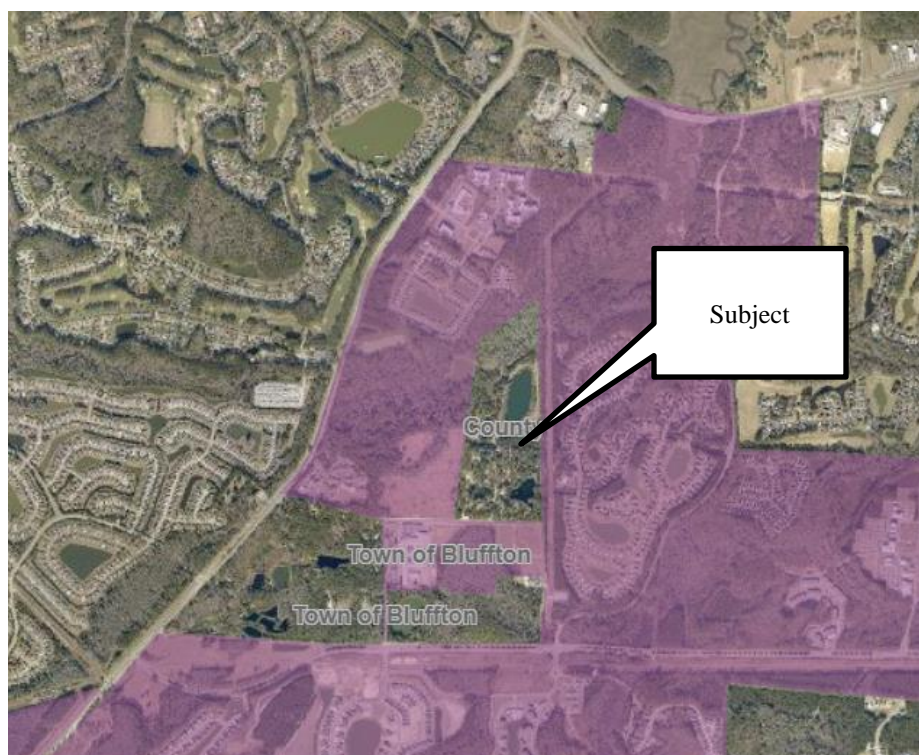
Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

Assessor's Wetland Overlap with Size Determined Using Measurement Tool



Municipal Boundaries:

The subject is in an unincorporated area; however, most of the surrounding property is in the Town of Bluffton (shaded in purple).

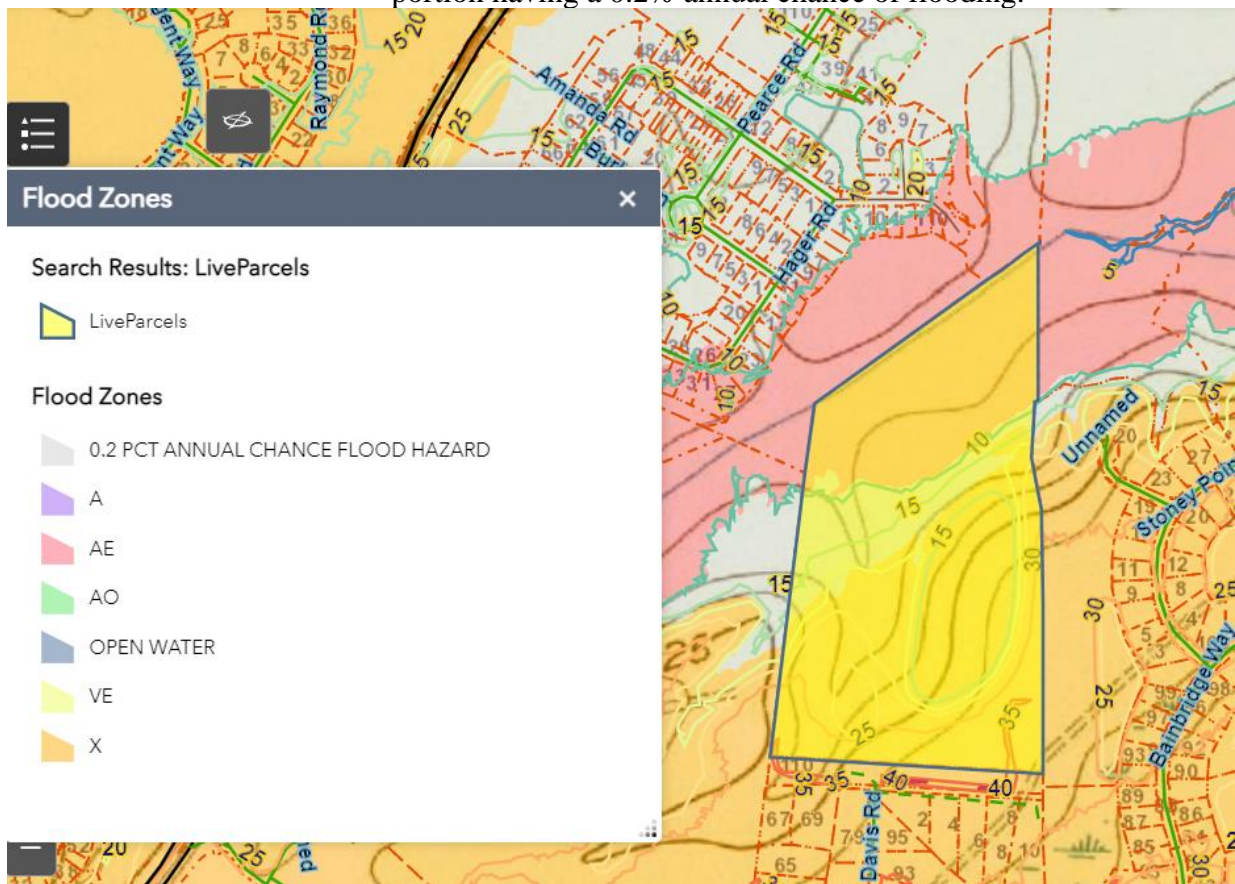


Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

Site Shape: Irregular/Rhomboid

Drainage/Topography: The property is gently sloping with the higher elevations along the south and east portions, sloping down towards the north and west. The tract has a combination of ponds, wooded, and cleared areas with some areas of young, planted pines which are not considered large enough to have any merchantable value. Based on the assessor's online maps, the site has a large pond with an estimated size of around 5.66 acres and a \pm 12-acre wetland on the site's north end with other ponds and wetlands scattered throughout the tract as shown in a previous section. Drainage would be assumed to occur towards the larger pond and wetland areas to the north. The site is traversed by several cleared paths including one which encircles the pond and is presumably used for dirt biking.

Flood Zone: Based on a review of the tax assessor's flood map overlay shown below, the property appears to be partly in zones AE and X with a portion having a 0.2% annual chance of flooding.

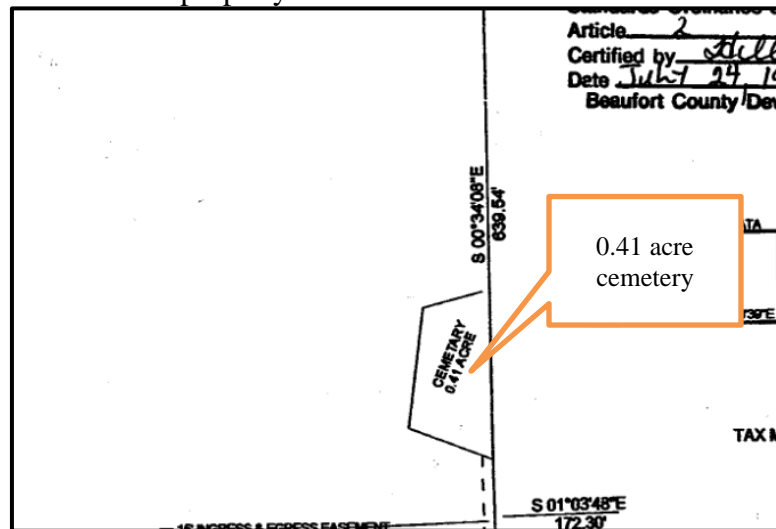


Utilities: We assume water and sewer are not currently to the to the site. The subject is in proximity to several relatively dense large-scale

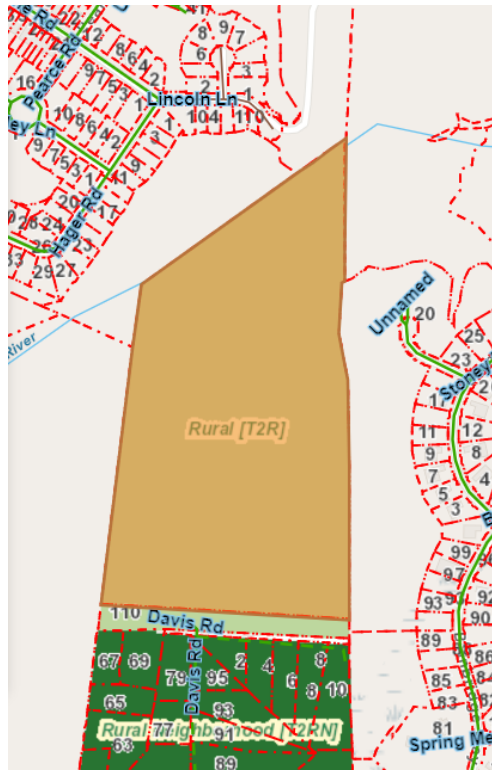
Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

development. Utilities may be in reasonable proximity. Annexation into Bluffton may be required to access these utilities. Cost of extending infrastructure to the site was not provided and estimating such cost is outside the scope of this appraisal.

Easements/Encroachments: Previously noted access easements. The plat shows an 0.41-acre cemetery near the southern property line. There is an overhead powerline easement to the east that does not appear to be on the property.



Zoning: The subject is zoned T2R according to the tax assessor's GIS website. See zoning map below:



The following excerpt from the zoning ordinance describes the T2R zoning district.

The Rural (T2R) Zone is intended to preserve the rural character of Beaufort County. This Zone applies to areas that consist of sparsely settled lands in an open or cultivated state. It may include large lot residential, farms where animals are raised or crops are grown, parks, woodland, grasslands, trails, and open space areas.

The T2 Rural Zone implements the Comprehensive Plan goals of preserving the rural character of portions of Beaufort County.

As shown below, specifically permitted uses within the T2R zoning district include agriculture and crop harvesting, agricultural support services, forestry, single family detached residence, group home, day care (up to 8 clients), community public safety facility, park, playground or other outdoor recreation area, golf course, primitive campground, or semi-developed campground. Other uses on the list are conditional or require special use permit.

Agricultural		
Agriculture & Crop Harvesting		P
Aquaponics	4.1.430	S
Agricultural Support Services		P
Animal Production	4.1.30	C
Animal Production: Factory Farming	4.1.30	S
Seasonal Farmworker Housing	4.1.90	C
Forestry		P
Commercial Stables	4.1.50	C
Residential		
Dwelling: Single-Family Detached Unit		P
Dwelling: Family Compound	2.7.40	C
Dwelling: Group Home		P
Home Office	4.2.90	C
Home Business	4.2.80	C
Cottage Industry	4.2.40	C
Retail & Restaurants		
General Retail 3,500 SF or less	4.1.120	C
Gas Station/Fuel Sales	4.1.100	S

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

Offices & Services		
Animal Services: Kennel	4.1.40	C
Day Care: Family Home (up to 8 clients>		P
Lodging: Short-Term Housing Rental (STHR)	4.1.360	S
Lodging: Inn (up to 24 rooms)	7.2.130	S
Recreation, Education, Safety, Public Assembly		
Community Public Safety Facility		P
Institutional Care Facility	7.2.130	S
Detention Facility	7.2.130	S
Meeting Facility/Place of Worship (less than 15,000 SF)	4.1.150	C
Meeting Facility/Place of Worship (15,000 SF or greater)	4.1.150	S
Park, Playground, Outdoor Recreational Areas	2.8	P
Recreation Facility: Commercial Outdoor	4.1.200	S
Recreation Facility: Golf Course		P
Recreation Facility: Primitive Campground	4.1.190	P

Recreation Facility: Semi-Developed Campground	4.1.190	P
Ecotourism	4.1.330	C
Infrastructure, Transportation, Communications		
Airport, Aviation Services	7.2.130	S
Infrastructure and Utilities: Regional (Major) Utility	4.1.210	C
Waste Management: Community Waste Collection & Recycling	4.1.290	C
Waste Management: Regional Waste Transfer & Recycling	4.1.300	S
Waste Management: Regional Waste Disposal & Resource Recovery	4.1.310	S
Wireless Communications Facility	4.1.320	S
Industrial		
Mining & Resource Extraction	4.1.160	S
Key		
P Permitted Use		
C Conditional Use		
S Special Use Permit Required		

Development Standards within the T2R zoning classification are shown below:

C. Building Placement		
Setback (Distance from ROW/Property Line)		
Front	50' min.	Ⓐ
Side Street	50' min.	Ⓑ
Side		
Side, Main Building	18' min.	Ⓒ
Side, Ancillary Building	10' min.	
Rear	50' min.	Ⓓ
Lot Size (Half Acre Minimum)		
Width	100' min.	Ⓔ
Depth	n/a	Ⓕ
Miscellaneous		
Where existing adjacent buildings are in front of the regulated BTL or front setback, the building may be set to align with the facade of the front-most immediately adjacent property.		
D. Building Form		
Building Height		
Main Building	2 stories max.	Ⓖ
Ancillary Building	2 stories max.	
Ground Floor Finish Level ¹ Footprint	No minimum	
Maximum Lot Coverage ²	n/a	

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

Miscellaneous

Loading docks, overhead doors, and other service entries may not be located on street-facing facades.

Notes

¹ Buildings located in a flood hazard zone will be required to be built above base flood elevation in accordance with Beaufort County Building Codes.

² Lot coverage is the portion of a lot that is covered by any and all buildings including accessory buildings.

E. Gross Density ³

	T2 Rural	T2 Rural-L
Gross Density	0.34 d.u./acre	0.20 d.u./acre

Density = 0.34
DU per acre

³ Gross Density is the total number of dwelling units on a site divided by the Base Site Area (Division 6.1.40.F)

F. Encroachments and Frontage Types

Encroachments

Front	5' max.	(H)
Side Street	5' max.	(I)
Side	5' max.	(J)
Rear	5' max.	(K)

Encroachments are not allowed within a Street ROW/Alley ROW, or across a property line.

See Division 5.2 (Private Frontage Standards) for further refinement of the allowed encroachments for frontage elements.

Allowed Frontage Types

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

Common Yard	Porch: Engaged	
Porch: Projecting		
G. Parking		
For parking space requirements see Table 5.5.40.B (Parking Space Requirements).		
Location (Setback from Property Line)		
Front	50' min.	Ⓛ
Side Street	50' min.	Ⓜ
Rear and interior side yard parking setbacks are governed by the applicable perimeter buffer (see Tables 5.8.90.D and 5.8.90.F) and any other required buffers.		Ⓝ

Conclusion:

The following are the appraiser's conclusions of the positive and negative features of the site.

Positive features: The subject site is well located near Highway 170 and in proximity to commercial services and large-scale subdivisions.

Negative features: The subject lacks visibility from a major fronting street and access is via unpaved easements. The site is heavily impacted by wetlands, which limits development potential as development within wetland areas is not typically permitted. The T2R zoning is fairly restrictive in regard to lot size and density with the minimum lot size being ½ acre and gross density limited to 0.34 DUs (developable units) per acre. Based on this restriction, the number of permitted units is only 13 (40.07 gross acres x 0.34 DU/Acre = 13.6 units). Relatively few alternate uses are allowed within this district without conditional approval or special permit.

OTHER LEGAL CONSIDERATIONS

The opinions of value expressed within this appraisal report are made contingent upon the tract being free of any and all types of contamination, i.e. hazardous substances, including without limitations, petroleum leakage, asbestos, polychlorinated biphenyl's, agricultural chemicals, urea formaldehyde or other environmental conditions. The appraiser is not qualified to test for or identify such substances or conditions. Subsequently, if the presence of such substances or conditions is determined to exist, I reserve the right to adjust my conclusions of value accordingly.

It is assumed that there are no adverse easements or encroachments located on the property. If so identified by survey or title search there may be a resulting change in property value. The users of this report agree to so supply the appraiser with any such encumbrances once they are identified and agree to permit a revaluation without prejudice or demand for damages.

To my knowledge, there are no legal encumbrances, restrictions, covenants, easements, or encroachments, which would negatively affect the use, marketability or value reported.

PROPERTY PHOTOS



View of interior of subject



View along Davis Road

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC



View of interior of tract



View of tract interior

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC



Overhead powerline easement to east of subject



Interior of subject

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Interior of tract



Interior of subject – cleared area

Davis Road, Unincorporated Bluffton Area, Beaufort County,
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Interior of tract



Interior of tract showing very young planted pines

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC



Interior of tract



Interior of tract

Davis Road, Unincorporated Bluffton Area, Beaufort County,
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Interior of tract



Interior of tract – cleared area

Davis Road, Unincorporated Bluffton Area, Beaufort County,
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Interior showing dirt bike path



View of tract

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC



View of tract



View of tract

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC



View along Bull Hill Plantation Road



View along Bull Hill Plantation Road

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC



View along Bull Hill Plantation Road

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SC

REAL ESTATE TAX

The Beaufort County Tax Assessor's Office prepares all appraisal reports in Beaufort County utilized for taxing purposes. The subject's tax card and estimated taxes are shown below:

Property ID (PIN)	Alternate ID (AIN)	Parcel Address	Data refreshed as of	Assess Year	Pay Year		
R600 029 000 0054 0000	07085094	,	10/8/2022	2022	2021		
Current Parcel Information							
Owner	LAND DEVELOPMENT OF GEORGIA LLC		Property Class Code	ResVac Platted&Unplatted			
Owner Address	1978 HATCH PKWY S BAXLEY GA 31513		Acreage	40.0700			
Legal Description	SUBJ TO ROLL BACK TAX LIEN POR OF URSULA K ELKINS PROP DB846 PG2419 PB61 PG114*TOT AC INCL 0.41 AC CEMETARY MGFM:KEY#7085101 5-21-98 SPLIT 6/99 0.40 AC 29/85 ACERAGED ADJUSTED PB61 P114 6/08 2.80 AC 29/55 RESTORED BY DB2656 PG193 10-26-07						
Historic Information							
Tax Year	Land	Building	Market	Taxes	Payment		
2022	\$1,406,300		\$1,406,300	\$21,608.64	\$0.00		
2021	\$1,406,300		\$1,406,300	\$21,152.99	\$24,400.94		
2020	\$1,406,300		\$1,406,300	\$20,461.07	\$23,630.23		
2019	\$3,304,800		\$3,304,800	\$162.33	\$261.68		
2018	\$3,304,800		\$3,304,800	\$158.58	\$158.58		
2017	\$1,790,100		\$1,790,100	\$161.59	\$161.59		
2016	\$1,790,100		\$1,790,100	\$160.32	\$160.32		
2015	\$1,790,100		\$1,790,100	\$155.44	\$155.44		
2014	\$1,790,100		\$1,790,100	\$154.35	\$154.35		
2013	\$1,790,100		\$1,790,100	\$152.30	\$152.30		
2012	\$2,753,973		\$2,753,973	\$145.72	\$145.72		
Sales Disclosure							
Grantor	Book & Page	Date	Deed	Vacant	Sale Price		
CLELAND SITE PREP INC	3763 156	5/14/2019	Fu		\$1,400,000		
JLJ HOLDINGS LLC	3046 2186	12/21/2010	Ge		\$10		
CLELAND AVERY E	2656 193	10/26/2007	Fu		\$10		
ELKINS URSULA K ST RTE 6	846 2419	3/13/1996	Fu		\$225,000		
		12/31/1776	Or		\$0		
Improvements							
Building	Type	Use Code Description	Constructed Year	Stories	Rooms	Square Footage	Improvement Size

The assessor's value for the property is \$1,406,300, similar to the recent sale price. Annual taxes are shown on the tax card as \$21,608.64.

HIGHEST AND BEST USE

Highest and Best Use is defined in "The Appraisal of Real Estate", 13th Edition, Appraisal Institute, 2014, as: "the reasonably probable and legal use of vacant land or improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value."

The determination of highest and best use includes identifying the motivation of probable purchasers. The highest and best use of the subject is related to supply and demand factors, while also considering legal limitations on use imposed by the zoning ordinance.

Highest and Best Use - As If Vacant

The highest and best use of the site as though vacant is the use that brings the highest return to the land after the three other agents of production, labor, capital and coordination have been compensated. In the highest and best use as if vacant analysis the following criteria will be addressed: *legal permissibility, physical possibility, financial feasibility, and maximum profitability.*

Legally Permissible: The subject's zoning district encourages low to moderate density residential development and allows for a fairly narrow variety of uses as discussed. Permitted uses include agriculture and crop harvesting, agricultural support services, forestry, single family detached residence, group home, day care (up to 8 clients), community public safety facility, park, playground or other outdoor recreation area, golf course, primitive campground, or semi-developed campground.

Physically possible: The size, shape, topography and availability of public utilities impose physical constraints upon the types of uses possible for any site. The site is of sufficient size to accommodate most types of development within the permitted uses. The wetlands including ponds, and the cemetery likely hinder development of around 71% of the site.

Financially Feasible: Any use of the site which provides a financial return to the land in excess of that required to satisfy operating expenses, financial yields on capital, and capital amortization is considered financially feasible, albeit such performance may be less than that available from alternative financial investments. Development trends set the agenda for the type of use that would be feasible for the site. Observation of the subject's neighborhood reveals a mix of varying density residential uses. Therefore, based on the existing land uses in the subject's neighborhood, development of the site for residential use is concluded to be the most probable and financially feasible of potential uses.

Maximally Productive: The use which has the most probable prospect of producing the greatest amount of monetary profit is the Highest and Best Use of the site given the constraints sketched above as limitations upon those uses which would be considered.

Based on the surrounding land uses and current zoning of the property, the Highest and Best Use of the site as vacant would most likely be in the form of residential use. Current zoning limits the density to around 13 units total.

EXPOSURE TIME

In USPAP, the Comment to Standards Rules 1-2(c)² states:

“When the purpose of an assignment is to develop an opinion of market value, the appraiser must also develop an opinion of reasonable exposure time linked to the value opinion.”

The USPAP Statement on Appraisal Standards No. 6 goes on to define exposure time as:

“The estimated length of time the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective date of the appraisal; a retrospective opinion based on an analysis of past events assuming a competitive and open market.”

Based on sales histories of similar properties, statistical information about days on the market and interviews with market participants, it is our opinion that a reasonable exposure time for the subject property is 6-18 months; the Marketing Time is considered the same.

THE VALUATION PROCESS

The valuation process requires the understanding of the social, economic, governmental, and environmental influences that affect the subject property. The descriptive sections of this report, i.e., area analysis, neighborhood analysis, site analysis, highest and best use, etc., relate how these forces affect the subject property, and build a framework for solving the appraisal problem. There are three approaches that may be used in the appraisal of real property. These approaches to value include the Cost Approach, the Sales Comparison Approach and the Income Approach. Although each of the three approaches is interrelated, each offers a separate indication of value.

The Cost Approach is that approach in appraisal analysis that is based on value derived by adding the estimated value of the land to the reproduction or replacement cost of the improvements, minus any depreciation related to the property from all causes. It is particularly applicable when the property being appraised involves relatively new improvements that represent the highest and best use of the land or when relatively unique or specialized improvements are located on the site in which there exists no comparable properties on the market. The principle of substitution is basic

² USPAP 2004 Edition, ©The Appraisal Institute
Davis Road, Unincorporated Bluffton Area, Beaufort County,
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to the cost approach. The principle of substitution generally states that a prudent purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property. *The property is vacant land and the cost approach is not considered meaningful and therefore omitted.*

The Sales Comparison Approach is a direct comparison of known market transactions of similar properties. This approach is considered the most reliable when sufficient information is available in order to make a unit comparison, and a supportable value indication can be obtained. The most significant factor within the Sales Comparison Approach is the Principle of Substitution, which generally states that a prudent purchaser would pay no more for a property than the cost of acquiring an equally desirable substitute property. *This approach is considered the most applicable approach to value vacant land providing that adequate comparables can be located. A Sales Comparison Approach was performed.*

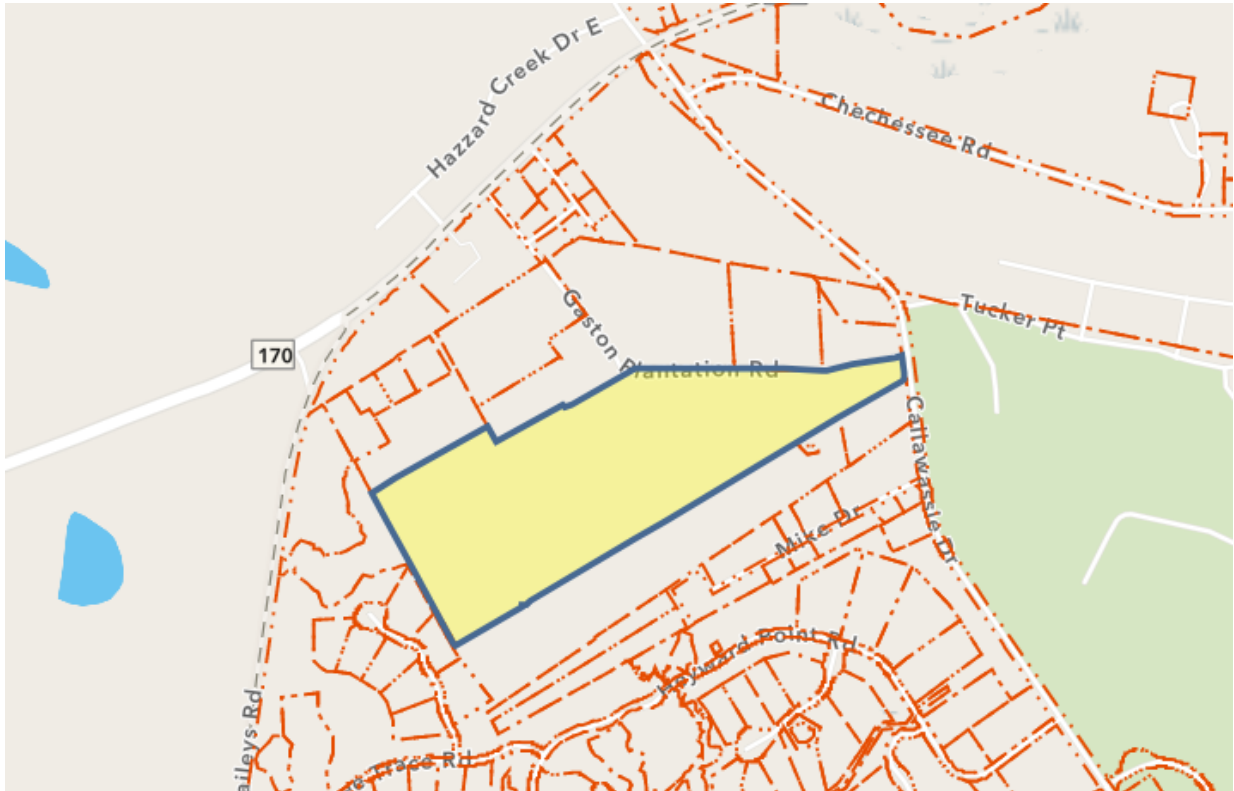
The Income Approach is that procedure in the appraisal analysis that is based upon known or projected earnings, less proper deductions for vacancy allowance and operating expenses. This net income is then capitalized into an indication of value by utilizing actual capitalization rates taken from the market. This approach to value is considered most reliable when a sufficient amount of income and expense data is available. The principle of anticipation is fundamental to the income approach. The principal of anticipation is the perception that value is created by the expectation of benefits to be derived in the future. *We have not performed an income approach as it is not applicable to the valuation of this vacant land.*

SALES COMPARISON APPROACH

The Sales Comparison Approach to Value is a process of comparing market data; that is, the price paid for similar properties, prices asked by owners, and offers made by prospective purchasers willing to buy, rent, or lease. Market Data is good evidence of value because it represents the actions of users and investors. The Sales Comparison Approach is based on the principle of substitution which states that a prudent person will not pay more to buy or rent a property than it will cost him to buy a comparable substitute property. The Sales Comparison Approach recognizes that the typical buyer will compare asking prices and work through the most advantageous deal available. In the Sales Comparison Approach, the appraiser is an observer of the buyer's actions. The buyer is comparing those properties which constitute the market for a given type and class.

We have made a search for comparable properties that have sold which are representative of the actions of buyers and sellers in the market for this particular property type. The subject is 40.07 acres with 11.48 acres of estimated usable area. We have chosen sales that are estimated to have a similar residential highest and best use which range from 10.5 acres to 56 acres in order to bracket the subject's size. The sales occurred in 2021 to 2022 and we have also included two current listings. The sales are presented as follows:

LAND SALE 1



LOCATION: 60 Gaston Plantation Road
Beaufort County, South Carolina
PIN#: R600 009 000 0113 0000

GRANTOR: K&R Development, LLC
GRANTEE: C3 Golf, LLC
SALE DATE: March 29, 2022
SALE PRICE: \$2,800,000
DEED REFERENCE: 4131/1719
FINANCING: Cash to seller; no effect on price.

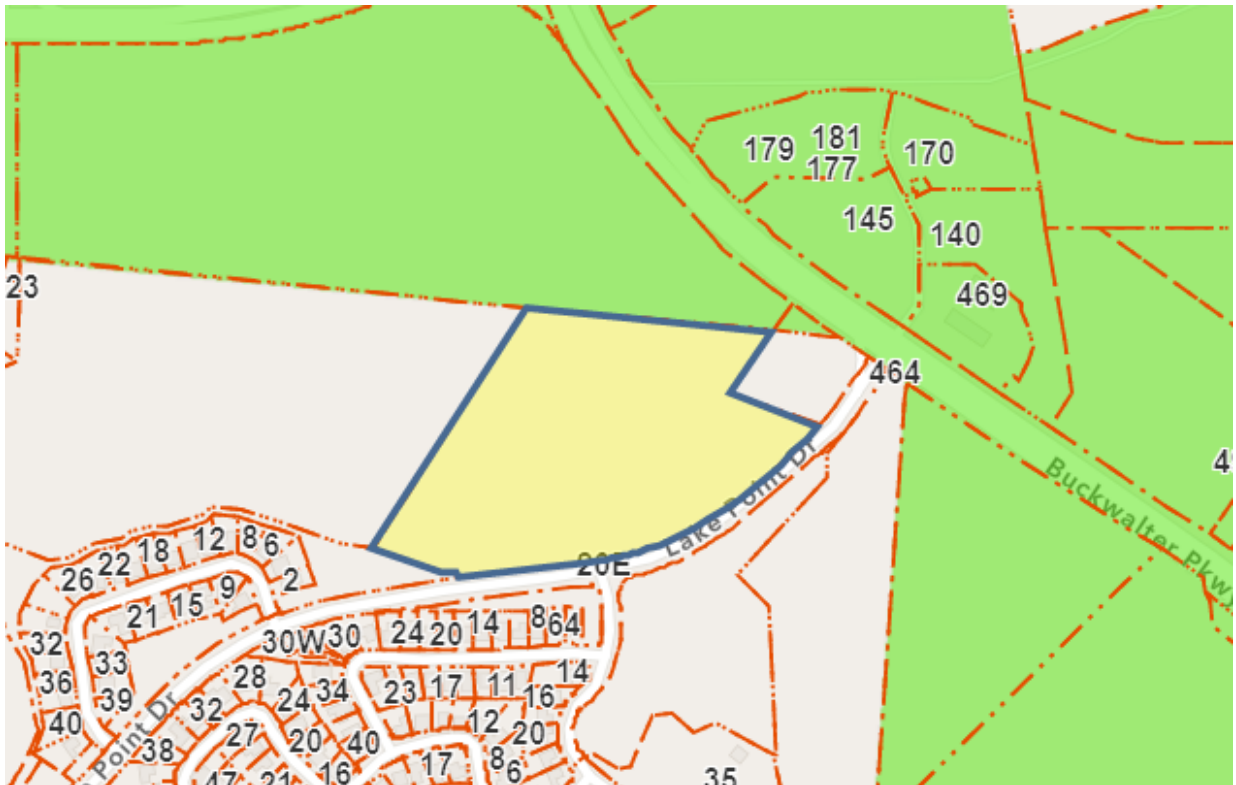
LAND SIZE: 56 acres with around 46.3 usable acres
ZONING: T2R

PRICE PER ACRE: \$60,475/upland acre
\$50,000/gross acre

COMMENTS: This property was advertised on Loopnet as Phase 2 of a campground; however, the buyer's name suggests a possible golf course, which is also an allowable use under the zoning.

Davis Road, Unincorporated Bluffton Area, Beaufort County,
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LAND SALE 2



LOCATION: Lake Point Drive at Buckwalter Parkway
Beaufort County, SC
PIN# R600 029 000 2410 0000

GRANTOR: Grande Oaks II, LLC
GRANTEE: University Investments, LLC
SALE DATE: June 2, 2021
SALE PRICE: \$625,000
DEED REFERENCE: 4019/1098
FINANCING: Cash to seller; no effect on price.

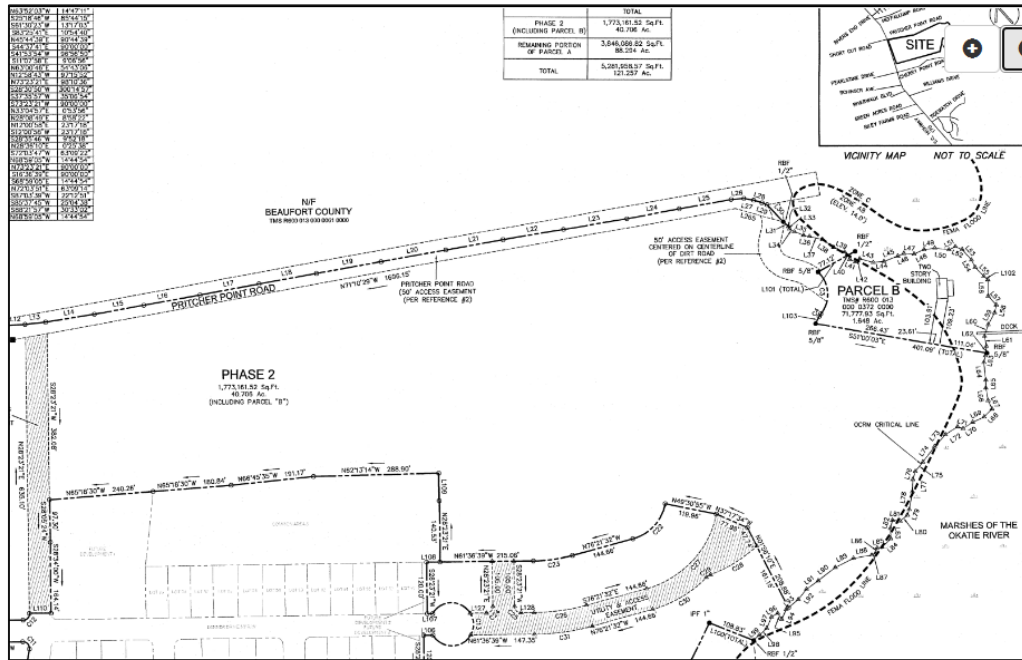
LAND SIZE: 10.5 acres with around 7.5 upland acres per marketing brochure
ZONING: PUD

PRICE PER ACRE: \$83,333/upland acre
\$59,524/gross acre

COMMENTS: This site is located at Lake Point Drive just off of Buckwalter Parkway in an unincorporated area of Beaufort County near Bluffton known as Pritchardville.

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

LAND SALE 3



LOCATION: Pritcher Point Road
Beaufort County, SC
PIN# R600 013 000 0489 0000

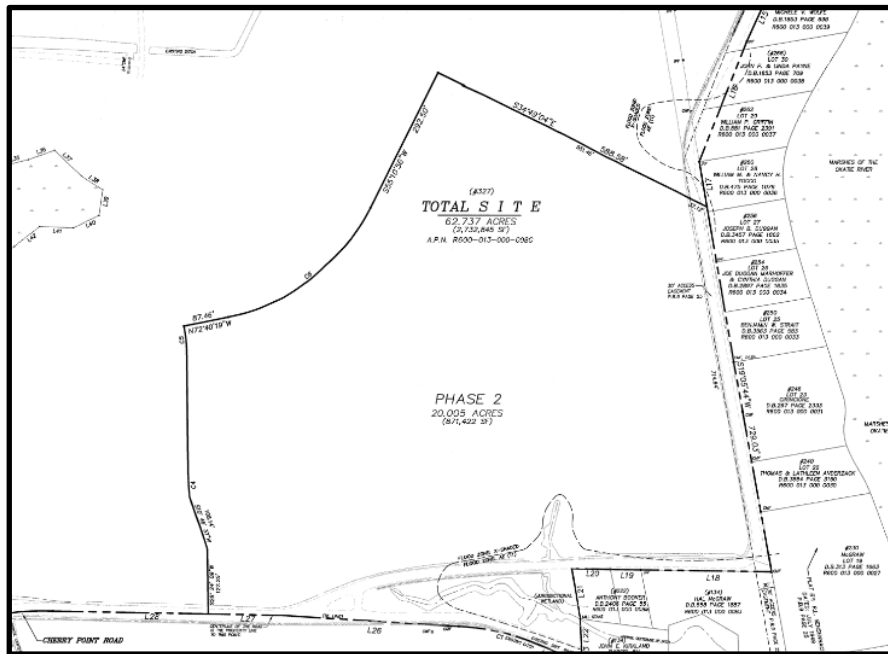
GRANTOR: LCP, III, LLC
GRANTEE: Pulte Home Company, LLC
SALE DATE: January 6, 2021
SALE PRICE: \$1,620,333
DEED REFERENCE: 3956/311
FINANCING: Cash to seller; no effect on price.

LAND SIZE: 40.706 acres
UPLAND SIZE: ± 30 acres
ZONING: PUD
PRICE PER ACRE: \$39,806/acre
\$54,011/upland acre

COMMENTS: This sale represents Phase 2 of a takedown of 121 acres by Pulte Homes. The tract appears to have around 10 acres wetlands based on Google Earth wetland overlays.

Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

LAND SALE 4



LOCATION: East of Highway 170 at Cherry Point Road
Beaufort County, SC
PIN# R600 013 000 008C 0000

GRANTOR: BBII Holding Company, LLC
GRANTEE: Village Park Communities
SALE DATE: June 16, 2021
SALE PRICE: \$1,500,000
DEED REFERENCE: 4025/1422
FINANCING: Cash to seller; no effect on price.

LAND SIZE: 20.005 acres
ZONING: PUD

PRICE PER ACRE: \$74,981/acre – appears all usable

COMMENTS: This sale represents Phase 2 of the Cherry Point Area of Okatie.
The site appears to be all usable uplands.

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LAND FOR SALE 5



LOCATION: 76 May River Road
Beaufort County, SC
PIN# R600 036 000 0013 0000

OWNER: State Forestry Commission
GRANTEE: NA
SALE DATE: Current Listing
LIST PRICE: \$1,130,000
DEED REFERENCE: NA
FINANCING: Cash to seller; no effect on price.

LAND SIZE: 10 acres, appears to be all uplands
ZONING: PUD

PRICE PER ACRE: \$113,000/acre

COMMENTS: This is a listing of a former fire tower site located on May River Road aka Highway 46, just east of Highway 170. It has been on the market 573 days and is reportedly under contract, price not disclosed.

Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

LAND FOR SALE 6



LOCATION: 3105, 3119, and 40 Davis Court
Beaufort County, SC
PIN# R600 036 000 0013 0000

OWNER: Various
GRANTEE: NA
SALE DATE: Current Listing
LIST PRICE: \$2,230,000
DEED REFERENCE: NA
FINANCING: Cash to seller; no effect on price.

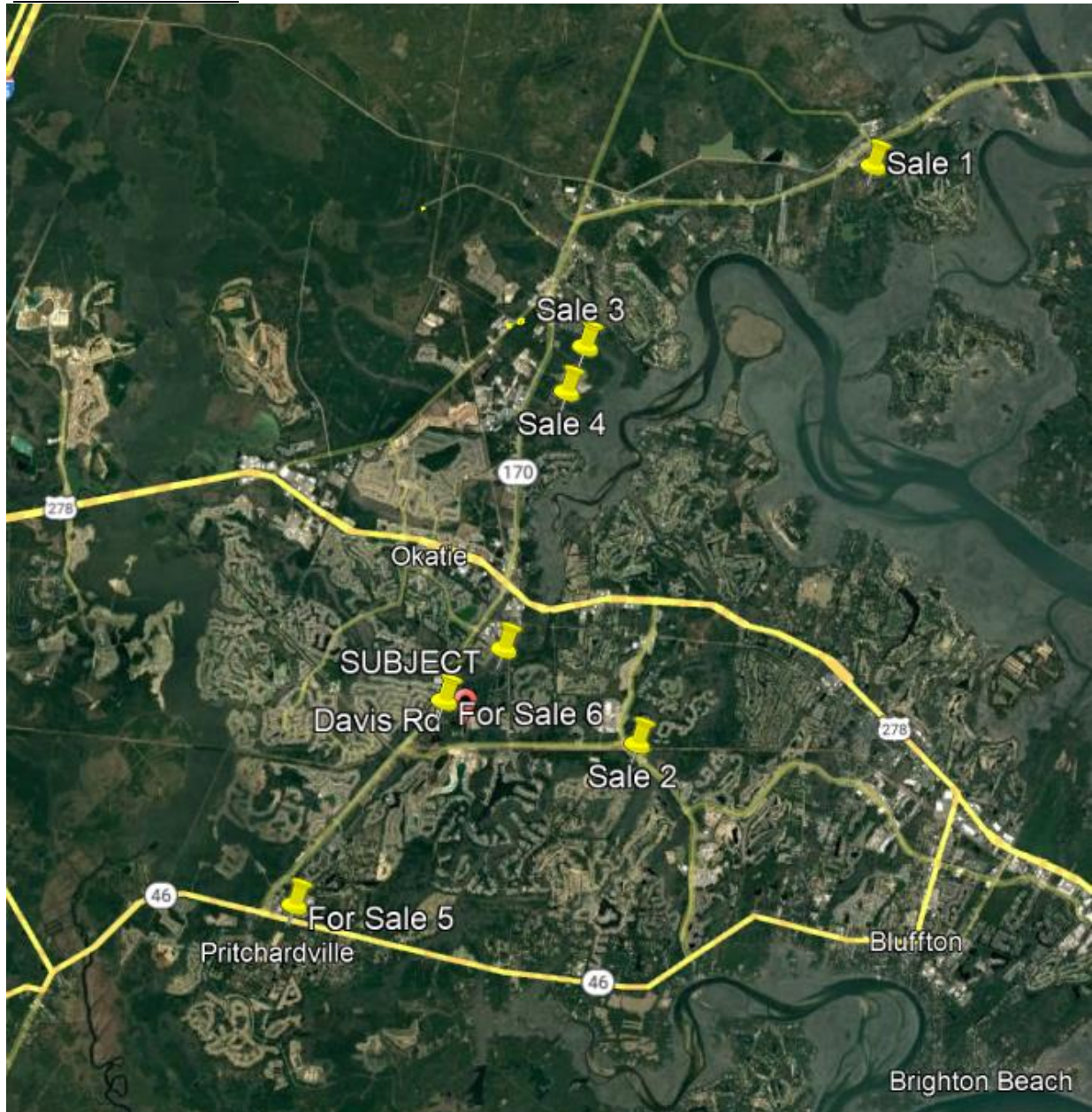
LAND SIZE: 12.6 acres with 2.2 acres, 3.7 acres, and 6.7 acres respectively
POND: 1.06 acres
USABLE SIZE: 11.54 acres
ZONING: T2R

PRICE PER ACRE: \$176,984/gross acre
\$193,241/upland acre

COMMENTS: These sites have 650' combined frontage on the east side of Highway 170. The three parcels are also available to be purchased separately; however, the listing does not seem to differentiate the list price between the frontage versus the rear parcel nor make any adjustment for the ponds sites. It is noted that NWI only classifies the smaller of the two ponds as a wetland.

Davis Road, Unincorporated Bluffton Area, Beaufort County, SC

LAND SALE MAP



LAND SALES ADJUSTMENTS

Property Rights Conveyed - are discussed in "The Appraisal of Real Estate", Twelfth Edition, Appraisal Institute, as follows: "In the valuation process adjustments must be made to reflect the difference between properties leased at market rent and those leased at rent either below or above market levels. None of the sales utilized in this analysis required adjustment for property rights conveyed.

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

Financing Terms - “The transaction price of one property may differ from that of an identical property due to different financing arrangements.” No adjustments for financing are required.

Conditions of Sale - “When nonmarket conditions of sale are detected in a transaction the conditions must be adequately disclosed in the appraisal. Although conditions of sale are often perceived as applying only to sales that are not arm’s length transactions, some arm’s length sales may reflect atypical motivations or sales conditions due to unusual tax considerations, lack of exposure to the open market. If the sales used in the sales comparison approach reflect unusual situations, an appropriate adjustment must be made for motivation or conditions of sale.” *Comparables 5 and 6 are “for sale”. Property does not always sell at full asking price and these comparables are adjusted down for this factor.*

Expenditures Made Immediately After Purchase – “A knowledgeable buyer considers expenditures that will have to be made upon purchase of a property because these costs affect the price the buyer agrees to pay. Such expenditures may include the cost to demolish and remove any buildings, cost to petition for a zoning change, or cost to remediate environmental contamination.” *No adjustment needed.*

Market Conditions - “Although the adjustment for market conditions is often referred to as a “Time” adjustment, time is not the cause of the adjustment. Market conditions which shift over time create the need for an adjustment, not time itself. If market conditions have not changed, no adjustment is required even though time may have elapsed. The sales are all reasonably current 2021 or 2022 sales. *Sale 3 is the oldest sale having occurred in January 2021 and sold for the lowest per unit price. This sale is adjusted up for changing market conditions over time.*

Location – “An adjustment for location may be required when the locational characteristics of a comparable property are different from those of the subject property. *Sale 1 is located in a more rural, remote part of Bluffton, and is adjusted up by 20% for this factor. Comparables 5, 6, and 7 have direct frontage on a major roadway and are adjusted down by 20% for this factor.*

Size – Larger properties often sell for a lower “per unit” value indicating something of a quantity discount can be demanded by the market. *Comparables 2, 5, and 6 are 7.5 acres, 10 acres, and 12.6 acres, gross size, respectively. These sales are adjusted down by 10% for their smaller size.*

Access – The subject does not have paved road frontage and is accessed via a series of easements. The other sales have some exposure or frontage on a public roadway. *All are adjusted down by 5% to account for this factor.*

LAND SALES SUMMARY

	Sale No. 1	Sale No. 2	Sale No. 3	Sale No. 4	For Sale 5	For Sale 6
Date:	3/29/2022	6/2/2021	1/6/2021	6/16/2021	Current	Current
Gross Acres:	56	10.5	40.706	20.005	10	12.60
Upland Acres:	46.30	7.50	30.00	20.005	10.00	11.54
Price:	\$2,800,000	\$625,000	\$1,620,333	\$1,500,000	\$1,130,000	\$2,230,000
Zoning:	T2R	PUD	PUD	PUD	T2R	T2R
Price/Acre Gross:	\$50,000	\$59,524	\$39,806	\$74,981	\$113,000	\$176,984
Price/Upland Acre:	\$60,475	\$83,333	\$54,011	\$74,981	\$113,000	\$193,241
Property Rights:	0	0	0	0	0	0
Financing :	0	0	0	0	0	0
Sale Conditions:	0	0	0	0	-11,300	-19,324
Market Conditions:	0.00	0	5,401	0.00	0.00	0.00
Sub-Total:	\$60,475	\$83,333	\$59,412	\$74,981	\$101,700	\$173,917
Size:	\$ -	\$ (8,333)	\$ -	\$ -	\$ (10,170)	\$ (17,392)
Location	\$ 12,095	\$ -	\$ -	\$ -	\$ (20,340)	\$ (34,783)
Access/Exposure:	\$ (3,024)	\$ (4,167)	\$ (2,971)	\$ (3,749)	\$ (5,085)	\$ (8,696)
Sub-Total:	\$ 9,071	\$ (12,500)	\$ (2,971)	\$ (3,749)	\$ (35,595)	\$ (60,871)
Adjusted Price:	\$69,546	\$70,833	\$56,442	\$71,232	\$66,105	\$113,046

	All Sales	Excl. Comp 6
Mean:	\$74,534	\$66,832
Median:	\$70,190	\$69,546

ADJUSTMENT PROCESS:

The sales presented occurred from January 2021 to present. The sales demonstrate a range of adjusted prices from \$56,442/acre to \$113,046/upland acre. The average, or mean is \$74,534/acre and the median, or mid-point is \$70,190/acre. It is noted that "For Sale 6" is something of an outlier and may be priced too high. Excluding this comparable, the range is much tighter at \$56,442/upland acre to \$71,232/upland acre. The mean is \$66,832/upland acre and the median is \$69,546/upland acre. The subject's value is considered well supported at \$68,000/usable acre, within the range of the measures of central tendency. The value conclusion is shown in the following chart.

VALUE CONCLUSION CHART			
Subject Size (Acres)	x	Price/Acre	= Value
11.48 acres		\$68,000 per acre	\$780,640
Rounded to:			\$780,000

Our opinion of total market value as of the date of valuation, subject to the limiting conditions and assumptions, is therefore:

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

SEVEN HUNDRED EIGHTY THOUSAND DOLLARS (\$780,000)

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

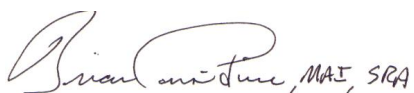
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CERTIFICATION

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

- 1.) the statements of fact contained in this report are true and correct.
- 2.) the reported analyses, opinions, and conclusion are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- 3.) I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest with respect to the parties involved.
- 4.) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- 5.) my engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 6.) my compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- 7.) my analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards or Professional Appraisal Practice.
- 8.) I have made a personal inspection of the property that is the subject of this report.
- 9.) no one provided significant professional assistance to the person signing this report.
- 10.) that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 11.) to the best of my knowledge and belief this report is in compliance with the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute.
- 12.) I certify that the use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- 13.) As of the date of this report, Brian Considine has completed the requirements of the continuing education program of the Appraisal Institute.
- 14.) The appraisal was developed and the appraisal report prepared in conformance with the Appraisal Standards Board's Uniform Standards of Professional Appraisal Practice.
- 15.) The appraiser has made a physical inspection of the property appraised and the property owner was given the opportunity to accompany the appraiser on the property inspection and did take the opportunity to do so.

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC



BRIAN F. CONSIDINE, SRA, MAI
 Georgia Certified General Appraiser No. 1176
 South Carolina Certified General Appraiser No3956



Paige M. Couper, Associate Appraiser
 Georgia Certified General Property Appraiser # 007373
 South Carolina Certified General Appraiser No. 6138

Davis Road, Unincorporated Bluffton Area, Beaufort County,
 SC

QUALIFICATIONS OF BRIAN F. CONSIDINE, SRA, MAI

Education:

Armstrong Atlantic State University graduated in 1974 Bachelor of Business Administration with major in Finance.

Certification:

MAI, Member Appraisal Institute, Number 8847, 1991
 SRPA, Senior Real Property Appraiser, Society of Real Estate Appraisers, 1989
 SRA, Senior Residential Appraiser, Society of Real Estate Appraisers, 1984
 Georgia General Certified Appraiser No. 001176
 President, Savannah Area Chapter of the Appraisal Institute, 2000
 National Board of Directors, Appraisal Institute (1991 to 1993)
 Vice Governor, District 12, Society of Real Estate Appraisers (1986 to 1989)
 President, Savannah Chapter 182, Society of Real Estate Appraisers (1984 to 1986)
 Instructed Extension Course 101 and 102, Society of Real Estate Appraisers
 Visiting Instructor, Armstrong State College, Residential Appraisal Courses
 Instructed Salesman and Broker's pre licensing course for GA Real Estate Commission.
 Appraiser IV Certification, Georgia Department of Revenue, 1974
 State of Georgia Real Estate Brokers License, #43554, 1975
 State of Georgia Real Estate Salesman's License, 1972

Experience:

President, Considine & Company Appraisals
 Chief Commercial Appraiser, Chatham County, 1974-1979
 Real Estate Associate Broker since 1975
 Real Estate Salesman since 1972

Qualified as Expert Witness in:

U.S. Congress, Subcommittee on Commerce, Consumer and Monetary Affairs of the House Government Operations Committee, Superior Court, State Court, Federal Court, Special Masters Hearings, and Bankruptcy Court

Courses:

101 Society of Real Estate Appraisers (residential course)
 R-2 Society of Real Estate Appraisers (residential narrative appraisal)
 I-B Institute of Real Estate Appraisers (income course)
 Introduction to 101, Society of Real Estate Appraisers (residential course)
 Introduction to 102, Society of Real Estate Appraisers (income course)
 Leasehold Valuation, Society of Real Estate Appraisers (income course)
 Course I, The Georgia Department of Revenue (income course)
 Course II, The Georgia Department of Revenue (income course)
 Income Property Valuation, The Georgia Department of Revenue
 Basic Money Market and Economic Analysis
 Course II, Institute of Real Estate Appraisers (income course)
 Investment Feasibility Analysis (income course seminar)
 Narrative Report Writing Seminar, Society of Real Estate Appraisers
 Tax Considerations in Real Estate Transactions, Society of Real Estate Appraisers
 Commercial Investment Course 101, Realtors National Marketing Institute
 Application of Market Extractions, Society of Real Estate Appraisers
 Course 202, Society of Real Estate Appraisers, 1990
 Subdivision Analysis, Society of Real Estate Appraisers, 1990
 Litigation Valuation, Appraisal Institute, 1993
 Architecture Design & House Inspections, Appraisal Institute, 1994
 Marshall Valuation Services Commercial & Residential, Appraisal Institute, 1995

Davis Road, Unincorporated Bluffton Area, Beaufort County,
 SC

Standards of Professional Practice A, B & C, Appraisal Institute, 1991, 1997, 1999
 Appraising from Blueprints and Specifications, 1999
 Appraising Nonconforming Uses, 1999

Clients:

County of Chatham	BB&T
City of Savannah	Eastern Savings Bank
Georgia Department of Transportation	Norfolk Southern Railroad
CSX Railroad	Relocation Companies
Wachovia Bank	Mortgage Companies
Bank of America	Attorneys and Accountants
SunTrust Bank	Individuals
National Bank of Commerce	Fortune 500 Companies

Assignments:

Vacant Land	Apartments
Office Buildings	Marinas and Boatyards
Motels & Hotels	Condemnations (with Damages)
Shopping Centers	Partial Interest Valuations
Industrial Buildings	Property Tax Analysis/Appeals
Subdivisions	Consultations

QUALIFICATIONS OF PAIGE M. COUPER, ASSOCIATE APPRAISER

EDUCATION:

Wake Forest University, 1985-1989, Bachelor of Arts degree in English.
Georgia Southern University, 1990- 1993, Masters degree in Special Education.

APPRAISAL INSTITUTE COURSES:

110 - Principles of Real Estate Appraisal
120 - Procedures of Real Estate Appraisal
310 - Basic Income Capitalization
410 - Standards of Professional Practice, Part A
420 - Standards of Professional Practice, Part B
510 – Advanced Income Capitalization
520 – Highest and Best Use
530 – Advanced Cost and Sales Approach
540 – Narrative Report Writing
550 – Advanced Applications

CERTIFICATION:

State of Georgia Certified General Property Appraiser No. 007373
State of South Carolina Certified General Property Appraiser No. 006138

EXPERIENCE:

12/99-Present, Associate Appraiser, Considine & Company
7/98-12/99, Appraisal Trainee, Crisler and Associates, Inc.
8/95-6/96 English as a Second Language Teacher, British International School, Moscow, Russia
8/90-6/95 and 8/96-6/98 Special Education Teacher, Chatham County Public School System

QUALIFIED AS EXPERT WITNESS IN:

Superior Court, Tax Appeal Hearings, and U.S. Bankruptcy Court

CLIENTS:

BB&T	The Heritage Bank
City of Savannah	Regions Bank
Security Real Estate	International Paper
Sea Island Company	First National Bank
Yukon Properties	ILUKA
Bank of America	Attorneys and Accountants
Georgia Dept of Technical & Adult Ed	Individuals
SunTrust	First Chatham Bank

Assignments:

Vacant Land	Apartments
Office Buildings	Condemnations (with Damages)
Shopping Centers	Property Tax Analysis/Appeals
Subdivisions	Consultations
Gas Stations	Conservation Easements

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

ADDENDA

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC

ENGAGEMENT



October 7, 2022

Kate Schaefer
Beaufort County Open Land Trust

RE: 40.7 acres in Unincorporated Bluffton, Beaufort County, SC
TMS# R600-029-000-0054-0000

Good Afternoon Kate,

We propose to appraise the above referenced property as requested, performing an "as is" fee simple appraisal.

Our fee is \$2,800 with completion in 2-3 weeks from the date of inspection and receipt of all necessary information.


Please confirm your acceptance of this assignment by returning a signed copy of this engagement at your convenience. Thank you in advance for this assignment. I look forward to being of service.

Sincerely,
CONSIDINE AND COMPANY

Agreed: 



Paige Couper
SC Certified Appraiser No. 6138
Georgia Certified General Appraiser No. 7373

By: 
Date: 11/18/22



Brian F. Considine, MAI
Georgia Certified General Appraiser No. 1176
South Carolina Certified General Appraiser No. 3956

Davis Road, Unincorporated Bluffton Area, Beaufort County,
SC



Project Analysis: Davis Road Fee

PROPOSAL FOR: Due Diligence on Fee purchase

PROPERTY ID:	TMS# R600-029-000-0054-0000
OWNER:	Land Development of Georgia LLC
ACREAGE:	40.7 acres
PARTNERS:	n/a
TOTAL PRICE:	\$858,000
PRICE Negotiated/Acre:	\$21,081/acre
RCLPP FUNDS:	\$858,000
APPRAISED VALUE:	\$780,000 – see notes
ZONING:	TR Rural
COUNCIL DISTRICT:	5
LOCATION:	Davis Road, Adjacent to New Leaf RCLP property

Project Location and Attributes:

- Located adjacent to New Leaf LLC property (RCLP purchase) and Okatie Regional Preserve (181 acres, 2004) linking the two properties
- Large borrow pit on site
- Previously sought after by RCLP program for public access opportunities, sold to current buyer before RCLP process could conclude

Purchase and Cost Structure:

- Fee purchase with price expectation **set at 10% above appraised value**. *Rationale: property appraised in July 10 2018, \$925,000; purchased by current owner in 2019 for \$1.4m*

RCLP Attributes:

- Connectivity to protected properties: New Leaf, Okatie Regional Preserve
- Potential for public access and connectivity to existing public access properties
- Water quality protection – wetlands are sensitive for Okatie headwaters
- KPS Score 6.78

Beaufort County Rural & Critical LAND PRESERVATION PROGRAM

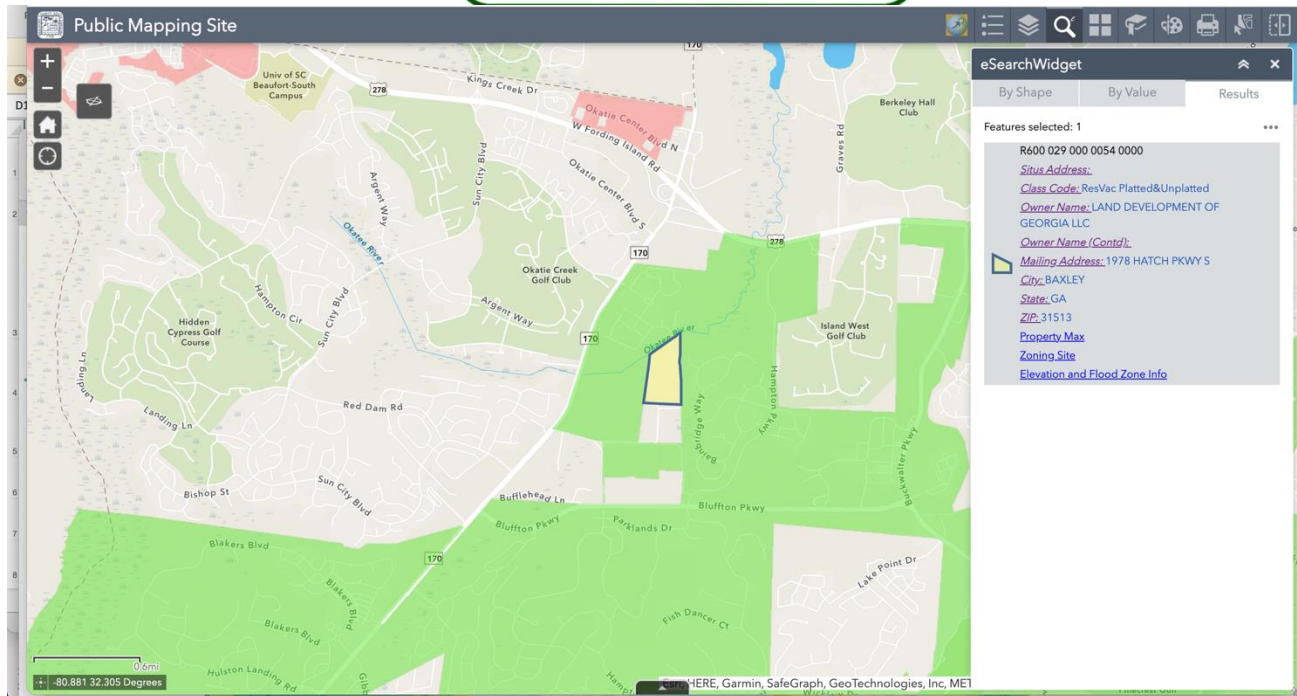


Figure 1: Location Map, Davis Road Fee

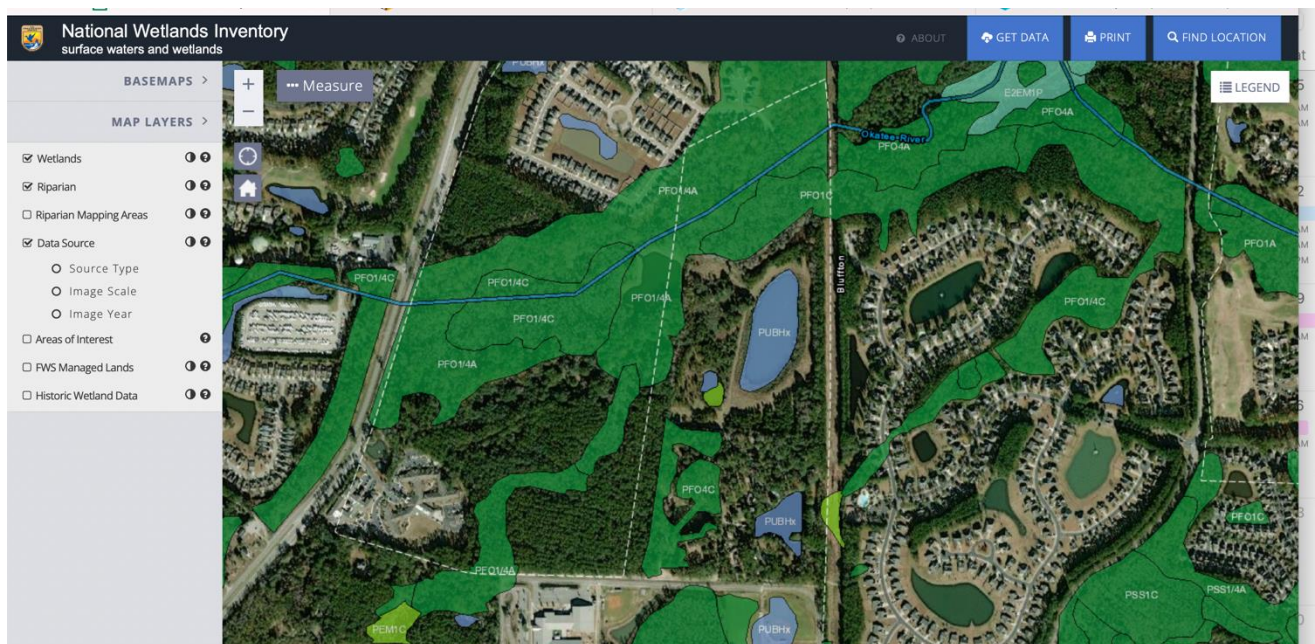


Figure 2: National Wetlands Inventory, Davis Road Fee

Beaufort County Rural & Critical LAND PRESERVATION PROGRAM

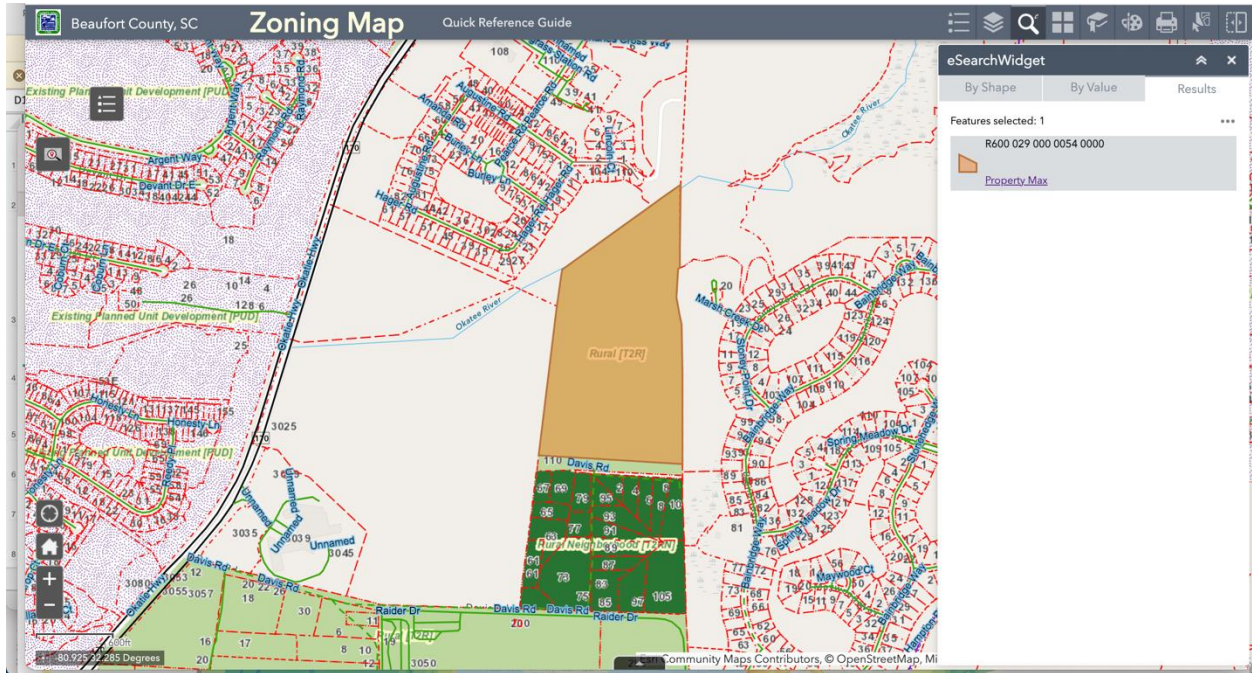


Figure 3: Zoning Map (T2R) Davis Road Fee



Figure 4: Aerial Photograph, Davis Road Fee

Beaufort County
Rural & Critical
**LAND
PRESERVATION
PROGRAM**

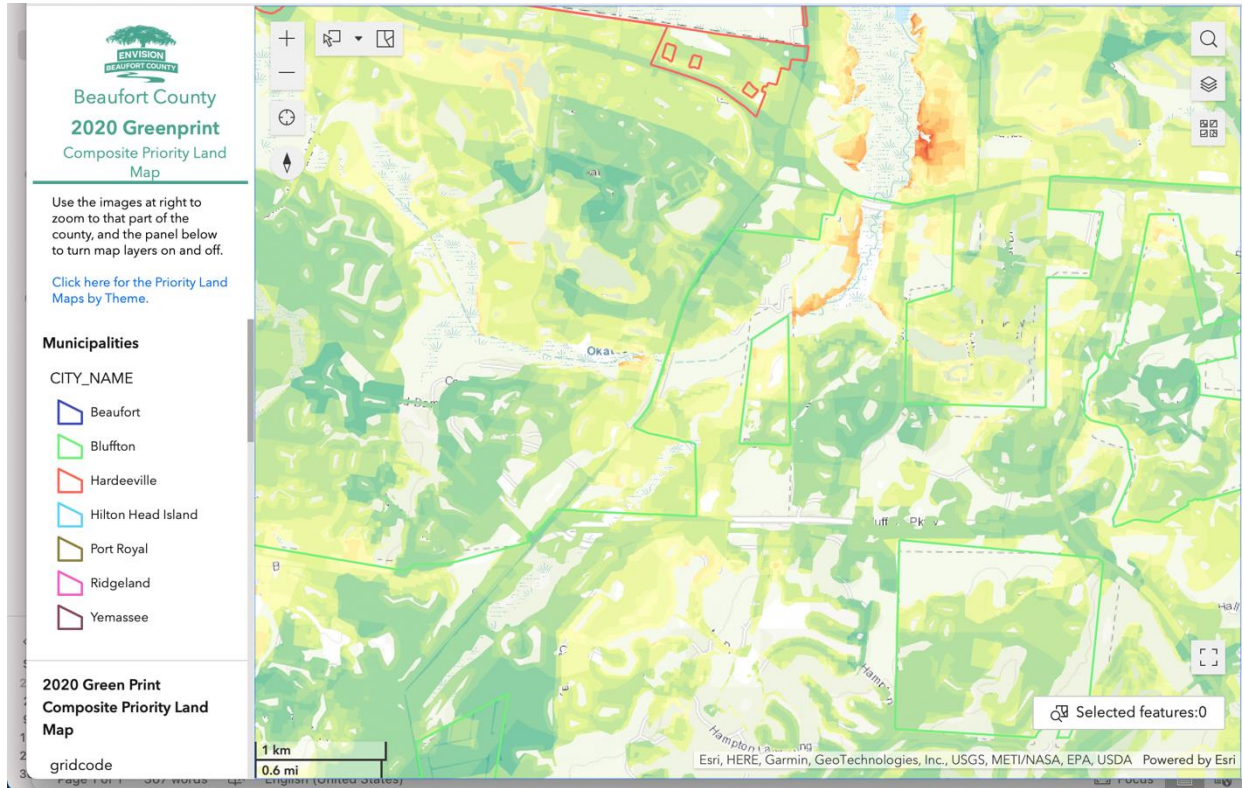


Figure 5: Composite Greenprint Davis Road Fee

Beaufort County
Rural & Critical

LAND PRESERVATION PROGRAM

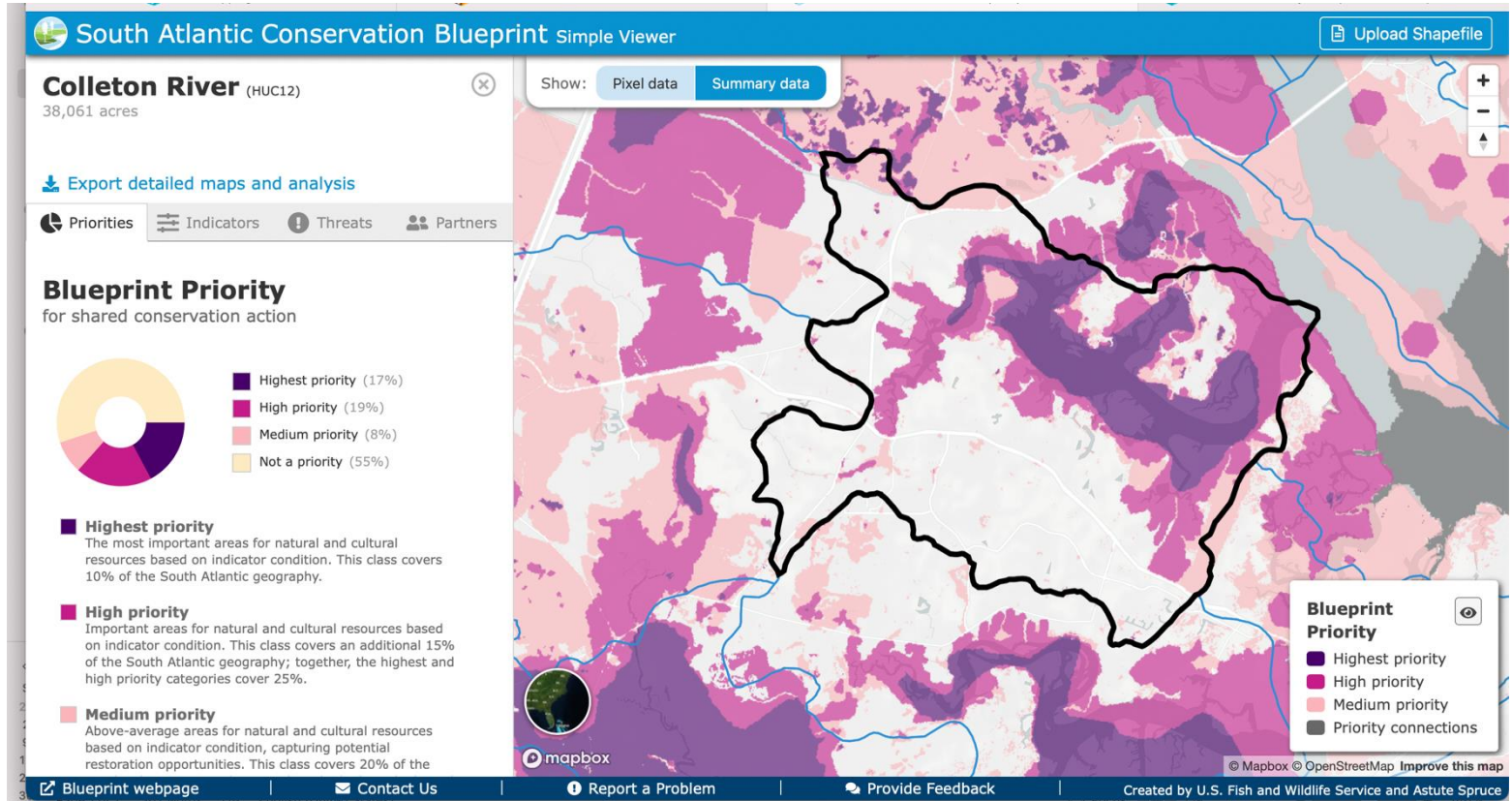


Figure 6: SA Conservation Blueprint, Davis Road Fee



Project Analysis: Davis Road Fee

PROPOSAL FOR: Due Diligence on Fee purchase

PROPERTY ID:	TMS# R600-029-000-0054-0000
OWNER:	Land Development of Georgia LLC
ACREAGE:	40.7 acres
PARTNERS:	n/a
TOTAL PRICE:	\$858,000
PRICE Negotiated/Acre:	\$21,081/acre
RCLPP FUNDS:	\$858,000
APPRAISED VALUE:	\$780,000 – see notes
ZONING:	TR Rural
COUNCIL DISTRICT:	5
LOCATION:	Davis Road, Adjacent to New Leaf RCLP property

Project Location and Attributes:

- Located adjacent to New Leaf LLC property (RCLP purchase) and Okatie Regional Preserve (181 acres, 2004) linking the two properties
- Large borrow pit on site
- Previously sought after by RCLP program for public access opportunities, sold to current buyer before RCLP process could conclude

Purchase and Cost Structure:

- Fee purchase with price expectation **set at 10% above appraised value**. *Rationale: property appraised in July 10 2018, \$925,000; purchased by current owner in 2019 for \$1.4m*

RCLP Attributes:

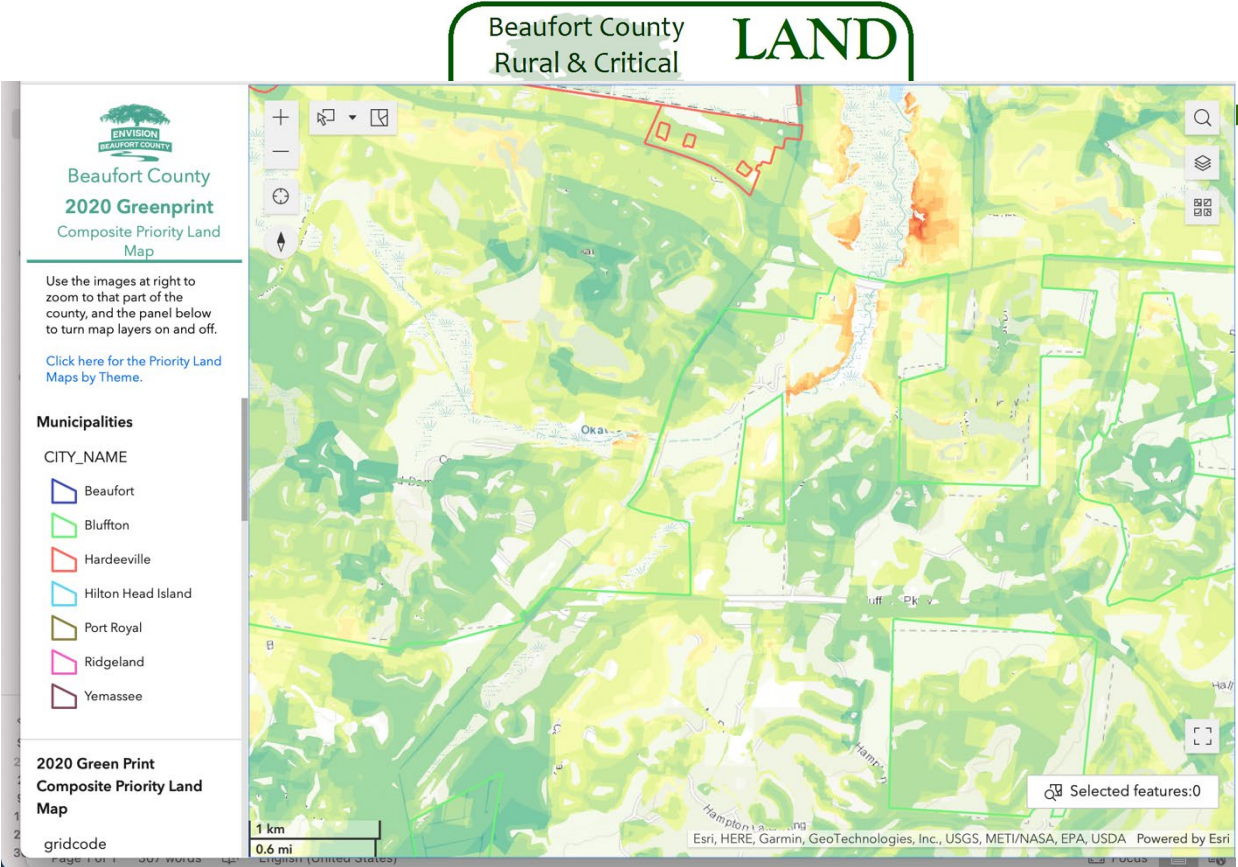
- Connectivity to protected properties: New Leaf, Okatie Regional Preserve
- Potential for public access and connectivity to existing public access properties
- Water quality protection – wetlands are sensitive for Okatie headwaters
- KPS Score 6.78







Figure 4: Aerial Photograph, Davis Road Fee



Beaufort County
Rural & Critical

LAND PRESERVATION PROGRAM

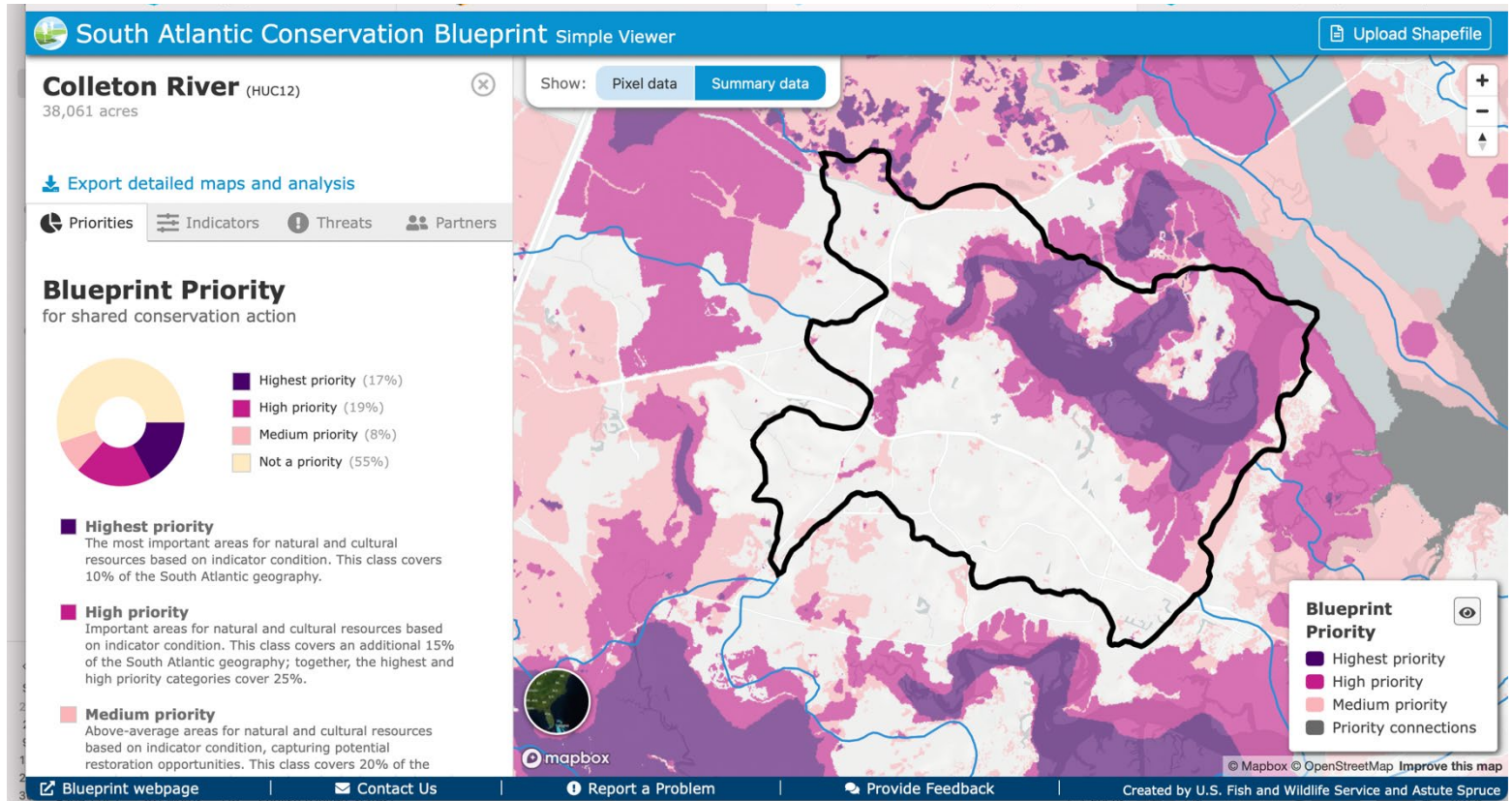


Figure 6: SA Conservation Blueprint, Davis Road Fee



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 16.

ITEM TITLE:
Approval of an Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of S-859 located at <i>SC 462 and SC 170 which is to be abandoned by SCDOT.</i>
MEETING NAME AND DATE:
Public Facilities & Safety Committee Meeting January 21, 2025
PRESENTER INFORMATION:
Jared Fralix, P.E., Assistant County Administrator, Infrastructure (5 Minutes)
ITEM BACKGROUND:
SC 859 is an unnamed road that is located near Beaufort Jasper Academy for Career Excellence bordered by SC 462 and SC 170. The County is requesting that SCDOT abandon this unused portion of the old SC 170 for future road improvement projects associated with SC 462 and SC 170.
PROJECT / ITEM NARRATIVE:
The requested section of road is part of the old location of SC 170 from SC 462 at the Beaufort/Jasper County line easterly to a dead-end shown on attached Exhibit "A". SCDOT has approved abandoning this old section of SC 170. Staff is moving forward with the ordinance process to formally accept S-859 from SCDOT to utilize for future improvement projects. This section of roadway adjoins the 2.81 ac referred to as "Cooler Tract B" that was recently purchased for future road improvements along SC 170.
FISCAL IMPACT:
<i>Transfer is Gratis, no funding is needed</i>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff Recommends approval of accepting SC 859 from SCDOT
OPTIONS FOR COUNCIL MOTION:
<i>Motion to approve/deny/amend</i> An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the acceptance of S-859 located at <i>SC 462 and SC 170 to be abandoned by SCDOT.</i>
Next Step – three readings and a public hearing from County Council

ORDINANCE NO. 2025/**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF S-859 LOCATED AT SC 462 AND SC 170 WHICH IS TO BE ABANDONED BY SCDOT**

WHEREAS, S-859 is an unnamed road that is located near Beaufort Jasper Academy for Career Excellence bordered by SC 462 and SC 170. The County is requesting that SCDOT abandon this unused portion of the old SC 170 for future road improvement projects associated with SC 462 and SC 170; and

WHEREAS, the requested section of road is part of the old location of SC 170 from SC 462 at the Beaufort/Jasper Conty line easterly to a dead-end shown on attached Exhibit "A"; and

WHEREAS, SCDOT has approved abandoning this old section of SC 170 for the County to utilize for future road improvement projects; and

WHEREAS, Beaufort County Council believes that it is in the best interest of its citizens to accept S-859 an unnamed road shown on attached exhibit "A" from SCDOT.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council hereby authorizes the County Administrator to execute any and all necessary documents for the acceptance of S-859 located at SC 462 and SC 170 to be abandoned by SCDOT.

ADOPTED this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Alice Howard, Chair

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

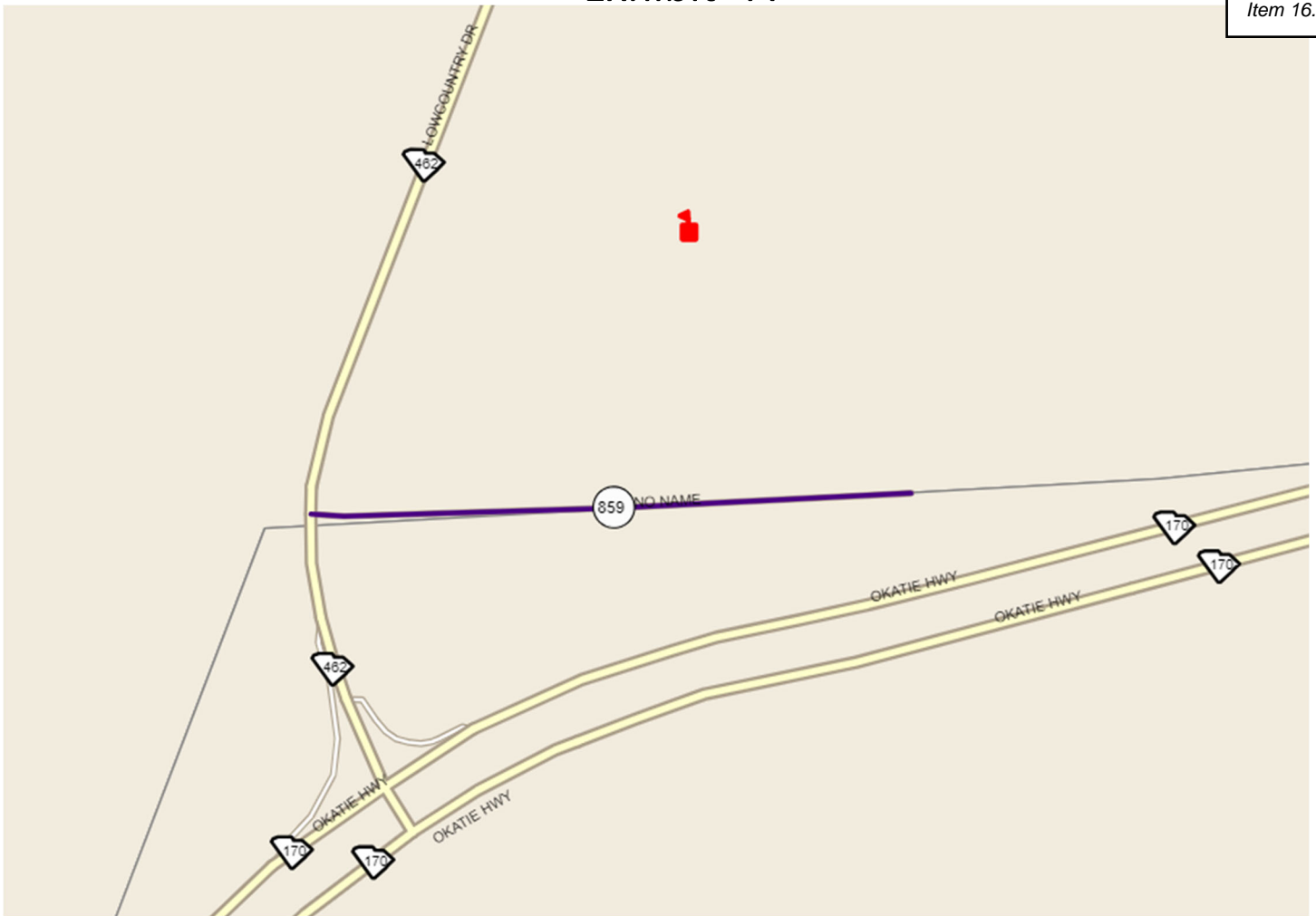
Public Hearing:

Second Reading:

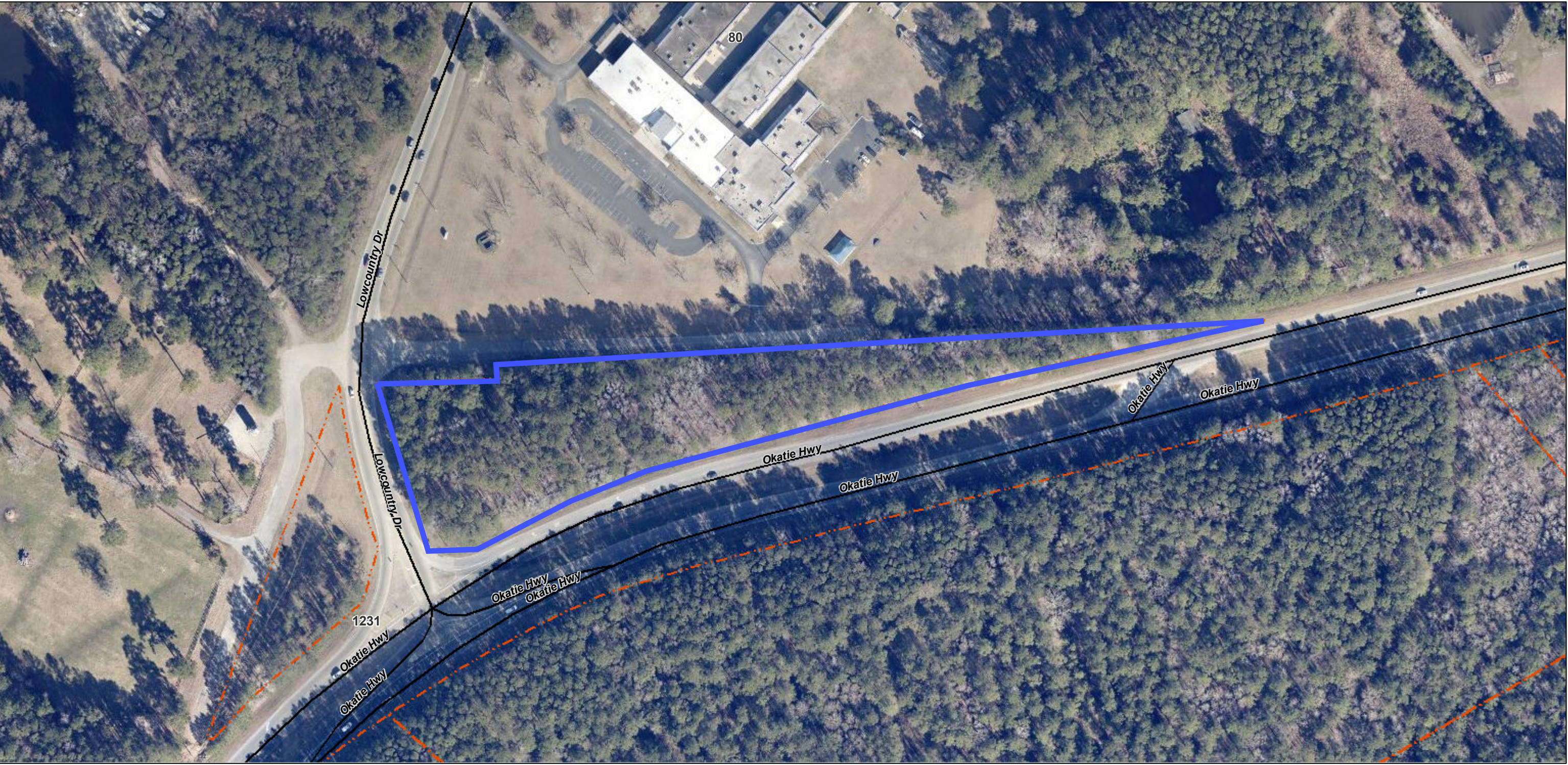
First Reading:

Exhibit "A"

Item 16.



Beaufort S-7-859, No Name Rd



80

Lowcountry Dr

Lowcountry Dr

1231

Okatie Hwy
Okatie Hwy

Okatie Hwy
Okatie Hwy

Okatie Hwy

Okatie Hwy

Okatie Hwy

Okatie Hwy

<div>Print</div>		<div>Highway Logmile Report Information: Intersections, Functional Class As of 1/9/2025</div>							<div>Item 16. <div>Close</div></div>	
Route	MP	Details								
S-859		07070085900N		(07)	BEAUFORT		DIST 6			
	0.000	NHS NONE		FUNCTIONAL.CLASS 09 URBAN.AREA		STUDY.AREA LATS		HPMS		*
	0.000	SC 462		0.010	CROSSES		LOWCOUNTRY DR			
	0.150	DEAD END		DEAD END						

**REQUEST FOR TRANSFER OF ROAD FROM STATE SECONDARY
SYSTEM TO ANOTHER GOVERNMENTAL AGENCY**

Item 16.

(REVISED 06/27/2019)

DESCRIPTION OF SECTION OF ROAD TO BE TRANSFERRED

COUNTY: Beaufort ROAD NUMBER: S-07-859 ROAD NAME: No Name Street
LENGTH TO BE TRANSFERRED: 0.15 MILES
BEGINNING POINT: 0.00 ENDING POINT: 0.15

DESCRIPTION: (PLEASE ATTACH LOCATION MAP)

Beaufort County has requested the transfer of S-859, No Name Street, for planning and future expansion.

ACCEPTANCE OF MAINTENANCE RESPONSIBILITY

IT IS REQUESTED THAT THE ABOVE DESCRIBED ROAD BE REMOVED FROM THE STATE HIGHWAY SYSTEM. OWNERSHIP AND MAINTENANCE OF THIS ROAD WILL BECOME THE RESPONSIBILITY OF THE ENTITY LISTED BELOW. BY SIGNING BELOW, THE ENTITY ACKNOWLEDGES THAT THE ROAD MUST REMAIN OPEN TO THE PUBLIC UNLESS CLOSED PURSUANT TO APPROPRIATE LOCAL ROAD CLOSING PROCEDURES OR THE STATUTORY ROAD CLOSING PROCESS FOUND IN S. C. CODE SECTION 57-9-10, et seq.

GOVERNMENTAL AGENCY: _____
PLEASE TYPE OR PRINT

NAME: _____
PLEASE TYPE OR PRINT

TITLE: _____
PLEASE TYPE OR PRINT

SIGNED: _____ DATE: _____

NOTE TO DISTRICT ENGINEERING ADMINISTRATOR:

THIS COMPLETED FORM AND MAP SHOULD BE FORWARDED TO:

SCDOT DIRECTOR OF ROAD DATA SERVICES
955 PARK STREET - ROOM 515, P.O. BOX 191
COLUMBIA, S.C. 29202

BASIS FOR TRANSFER
(TO BE COMPLETED BY SCDOT)

Item 16.

CHECK ONE OF THE (2) TWO OPTIONS BELOW AND COMPLETE:

1. ☐ TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (SWAP MILES ONLY)

ENTER DETAILS OF ROADS TO BE TRANSFERRED INTO THE ROAD SWAP DETAILS SPREADSHEET. PRINT AND ATTACH THE SPREADSHEET TO THIS FORM. IF THE SWAP INVOLVES MORE THAN ONE STATE ROUTE, ON PAGE 1 ENTER "ROAD SWAP" FOR THE ROAD NUMBER AND "SEE ATTACHED" FOR THE ROAD NAME. THE NUMBER OF LANE MILES ADDED TO THE STATE SYSTEM SHOULD NOT EXCEED THOSE REMOVED.

2. ☒ TRANSFER OF ROADS FROM THE SECONDARY SYSTEM (NO SWAP MILES)

TRANSFER CHECKLIST (CHECK APPROPRIATE BOXES BELOW)

- ☒ ROAD IS NOT REQUIRED FOR DEPARTMENT PURPOSES
- ☒ ROAD IS OF LOW TRAFFIC IMPORTANCE. LIST FUNCTIONAL CLASSIFICATION: Urban Local

THE RIGHT OF WAY LIMITS RETAINED AT THE INTERSECTING ROADS WILL BE ESTABLISHED AS FOLLOWS: ¹

SCDOT will retain Right of Way at the intersection of SC462 and S-859. S-859, No Name Street will be transferred in it's entirety.

ADDITIONAL COMMENTS: _____

¹ A COPY OF THE PLAN SHEET WITH THE NEW RIGHT OF WAY LIMITS SHOULD BE INCLUDED AS NEEDED.

REQUEST SUBMITTED BY: Raymond L Molinaroli DATE: _____

CONCURRENCE BY: Timothy R. Henderson DATE: _____
(DEA or Director)

SIGNATURE REQUIRED BELOW ONLY FOR ROUTES ABOVE MAJOR COLLECTOR OR IF SWAP RESULTS IN ADDING LANE MILES TO THE STATE SYSTEM:

APPROVED: _____ DATE: _____
DIRECTOR OF ROAD DATA SERVICES OR DESIGNEE



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 17.

ITEM TITLE:

An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the transfer of Right of Way back to property owners of parcel R110 008 000 0653 0000 or tract 13, parcel R110 008 000 0654 0000 or tract 12, parcel R110 008 000 0656 0000 or tract 10, and parcel R110 008 000 0658 0000 or tract 8 as shown on Exhibit "A" Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal.

MEETING NAME AND DATE:

Public Facilities & Safety Committee Meeting 1-21-25

PRESENTER INFORMATION:

Bryan Bauer PE, ENV SP, Director of Engineering
(5 Minutes)

ITEM BACKGROUND:

Per Resolution 2019/44 for the 2018 One Percent (1%) Transportation Sales and Use Tax which states "County Council authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators of Beaufort County and/or by way of eminent domain of such right-of-ways to complete the projects" which includes Ribaut Road as one of the Sidewalks and Multi-use Pathways. Upon completion of the project, SCDOT did not want the privacy fence included in the right of way to be transferred to them from Beaufort County. Now the County needs to deed the fence portion back to the associated parcels shown on attached Exhibit "A" pages 1-4 so it is not included in ROW transferred to SCDOT.

PROJECT / ITEM NARRATIVE:

Legal staff has requested this item go through the ordinance process prior to executing the Quit Claim Deeds with the property owners to transfer the right-of-ways for the privacy fence area for the parcels shown on EXHIBIT "A" Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal.

FISCAL IMPACT:

Transfer is Gratis, no funding is needed

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval to needed to complete closeout process with SCDOT

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny/amend Ordinance Authorizing the County Administrator to execute any and all necessary documents for the transfer of Right of Way back to property owners of parcel R110 008 000 0653 0000 or tract 13, parcel R110 008 000 0654 0000 or tract 12, parcel R110 008 000 0656 0000 or tract 10, and parcel R110 008 000 0658 0000 or tract 8 as shown on Exhibit "A" Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal

Next Step – three readings and a public hearing from County Council

ORDINANCE NO. 2025/

An Ordinance Authorizing the County Administrator to execute any and all necessary documents for the transfer of Right of Way back to property owners of parcel R110 008 000 0653 0000 or tract 13, parcel R110 008 000 0654 0000 or tract 12, parcel R110 008 000 0656 0000 or tract 10, and parcel R110 008 000 0658 0000 or tract 8 as shown on Exhibit “A” Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal

WHEREAS, Beaufort County Council approved Resolution 2019/44 for the 2018 One Percent (1%) Transportation Sales and Use Tax that authorizes the acquisition of all right-of-ways needed by way of negotiations by agents or administrators by Beaufort County and/or by way of eminent domain of such right-of-ways needed to complete the projects which includes Ribaut Road one of the Sidewalks and Multi-use Pathways; and

WHEREAS, Beaufort County Council approved Resolution 2021/20, a Resolution establishing right of way acquisition policies associated with the implementation of 2018 One Cent Sales Tax Referendum Projects approved by voters November 6, 2018; and

WHEREAS, Beaufort County and its agents are acquiring the right of ways to the standards approved by Beaufort County, South Carolina Department of Transportation, and the Federal Highway Administration.; and

WHEREAS, Beaufort County and its agents acquired the right of ways for the properties as shown on Exhibit “A” Pages 1-4 for the Ribaut Road Sidewalk project ‘gratis’ as approved by Beaufort County; and

WHEREAS, Beaufort County is following the South Carolina Department of Transportation’s process for the project closeout and determined a portion of the acquired right of way, shown on Exhibit “A” Pages 1-4, should be transferred back to the property owners for ownership of the privacy fence; and

WHEREAS, Beaufort County determined the properties shown on Exhibit A Pages 1-4 were not the original property owners when the right of way was acquired ‘gratis’; and

WHEREAS, Beaufort County is transferring the area shown on Exhibit A Pages 1-4 to the new property owners by Quit Claim deed ‘gratis’; and

WHEREAS, Beaufort County Council believes that it is in the best interest of its citizens to transfer a portion of the County’s Right of Way interest in the properties on Exhibit “A” Pages

1-4 associated with the Ribaut Road Sidewalk project in Port Royal to the new property owners.

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council hereby authorizes the County Administrator to execute any and all necessary documents for the transfer of Right of Way back to property owners of parcel R110 008 000 0653 0000 or tract 13, parcel R110 008 000 0654 0000 or tract 12, parcel R110 008 000 0656 0000 tract 10, and parcel R110 008 000 0658 0000 or tract 8 as shown on Exhibit "A" Pages 1-4 associated with Ribaut Road Sidewalk project in Port Royal.

ADOPTED this _____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Alice Howard, Chair

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

EXHIBIT "A" page 1

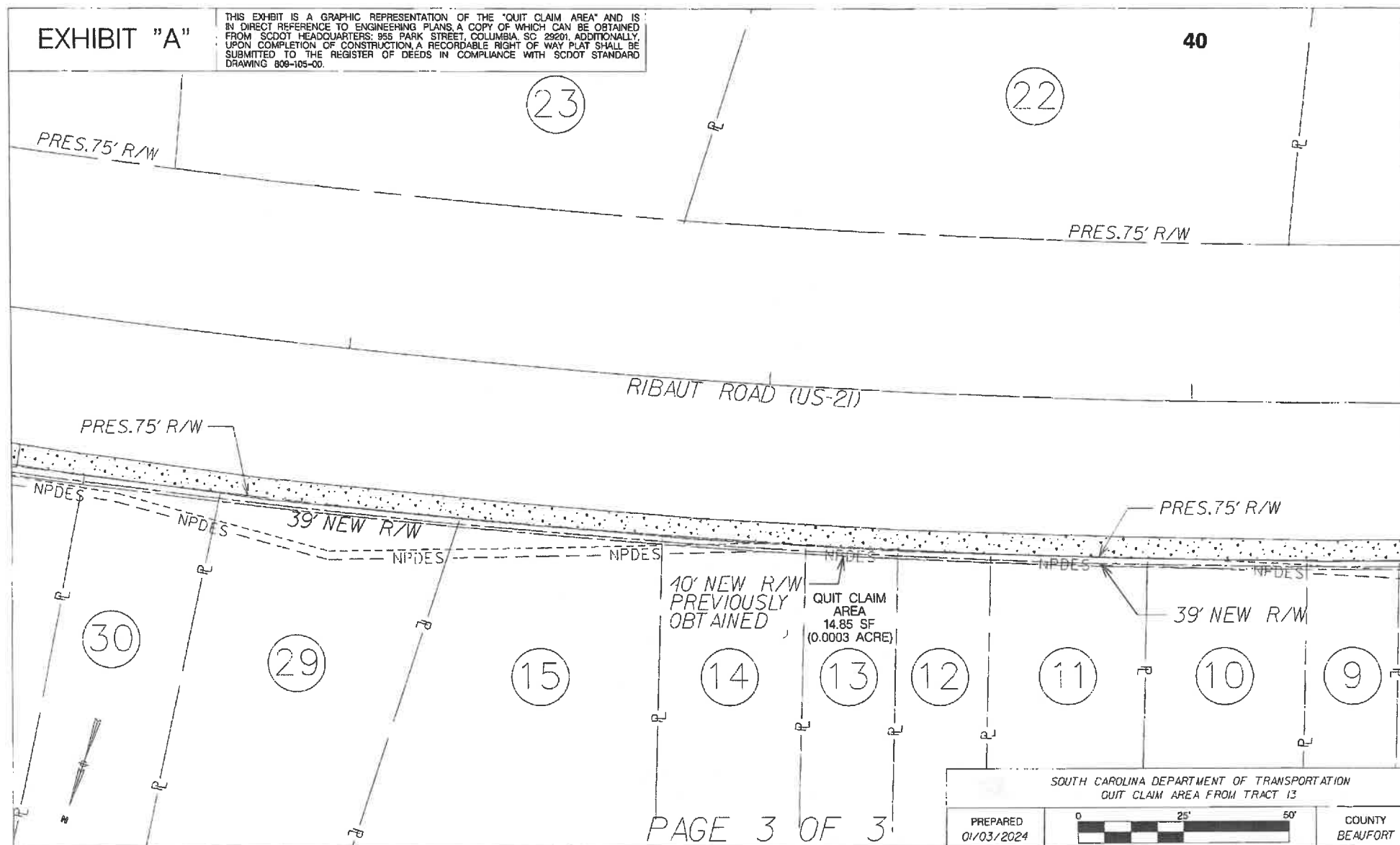


EXHIBIT "A"

THIS EXHIBIT IS A GRAPHIC REPRESENTATION OF THE "QUIT CLAIM AREA" AND IS IN DIRECT REFERENCE TO ENGINEERING PLANS, A COPY OF WHICH CAN BE OBTAINED FROM SCDOT HEADQUARTERS: 955 PARK STREET, COLUMBIA, SC 29201. ADDITIONALLY, UPON COMPLETION OF CONSTRUCTION, A RECORDABLE RIGHT OF WAY PLAT SHALL BE SUBMITTED TO THE REGISTER OF DEEDS IN COMPLIANCE WITH SCDOT STANDARD DRAWING 809-105-00.

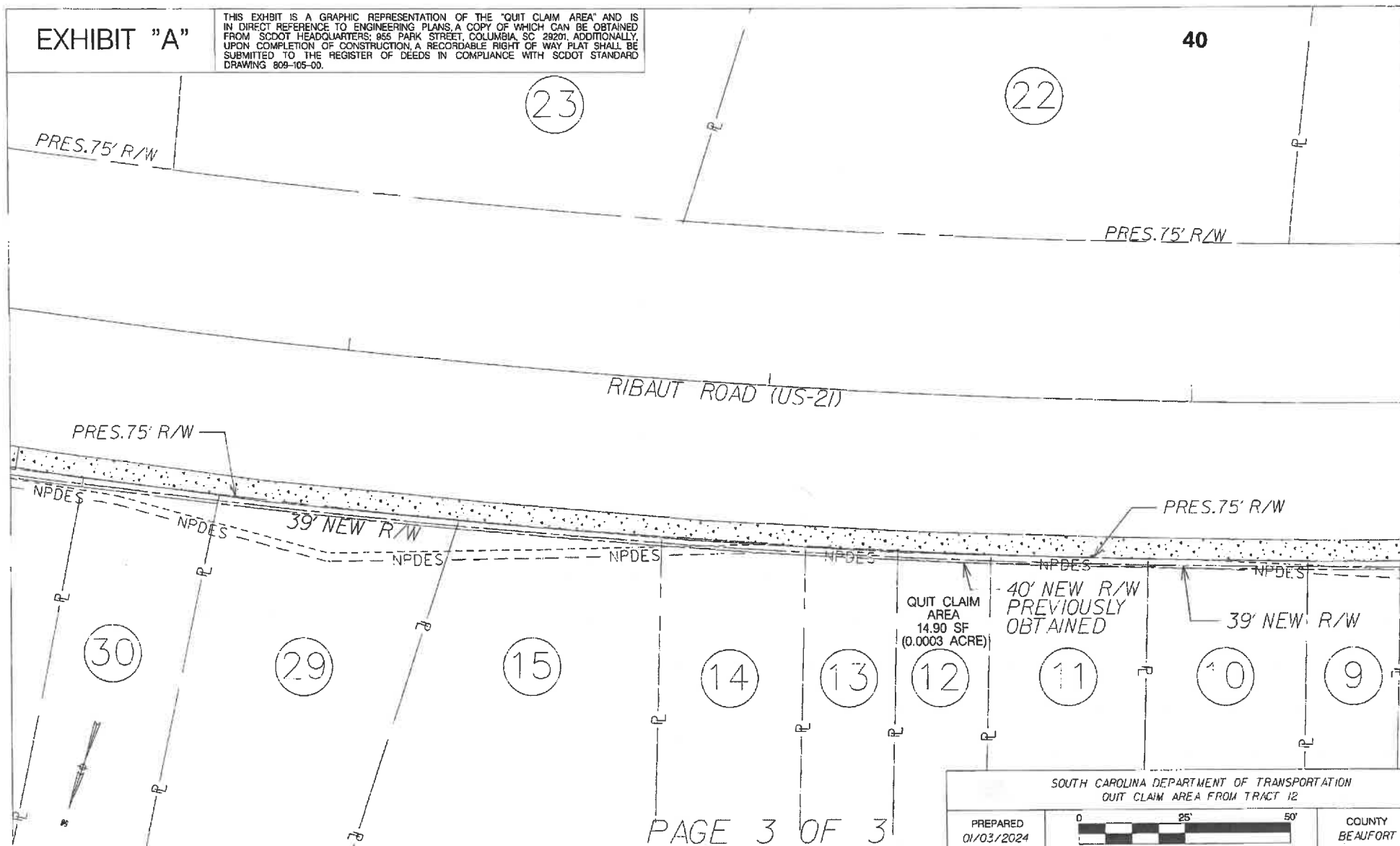


EXHIBIT "A" page 3

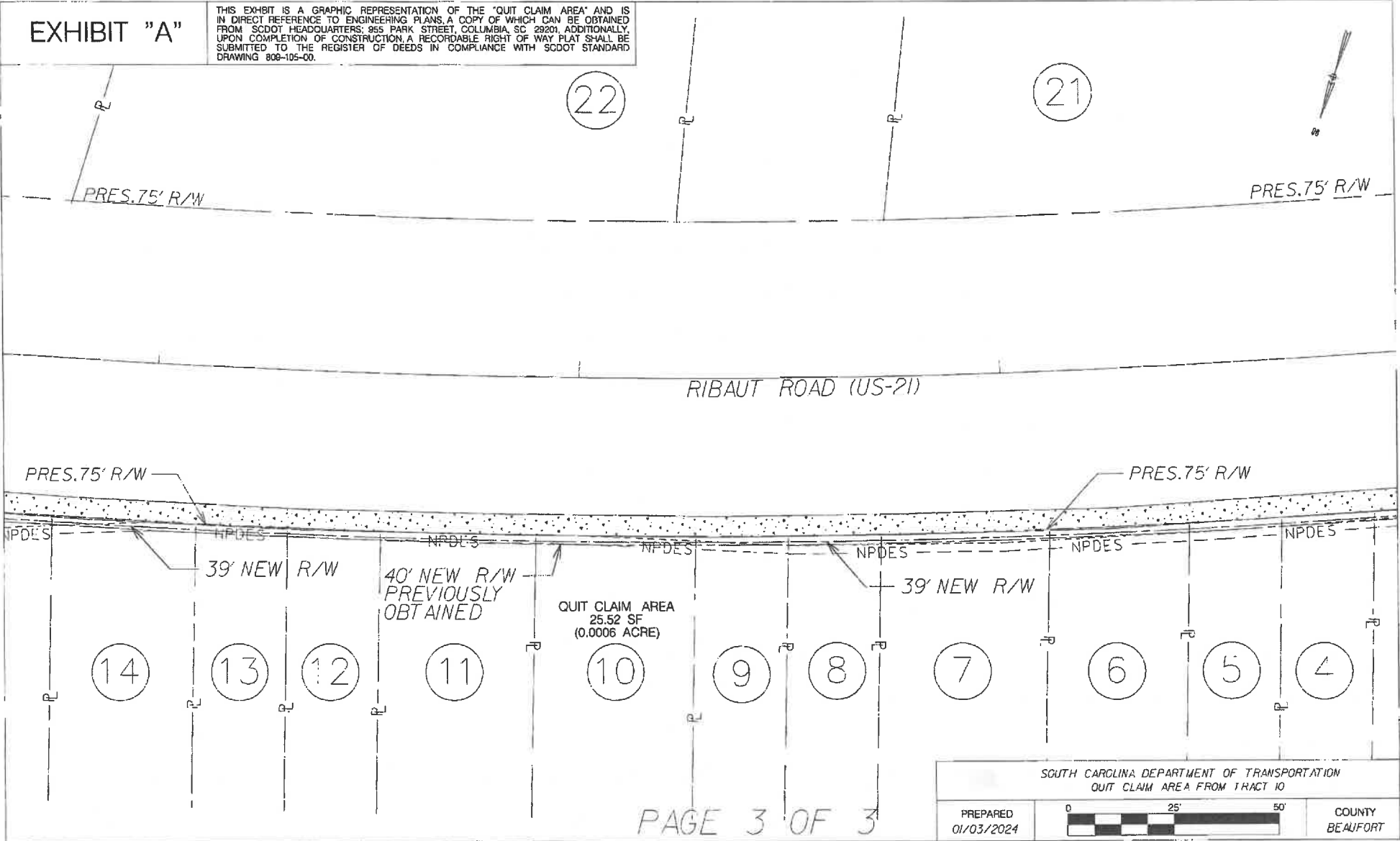
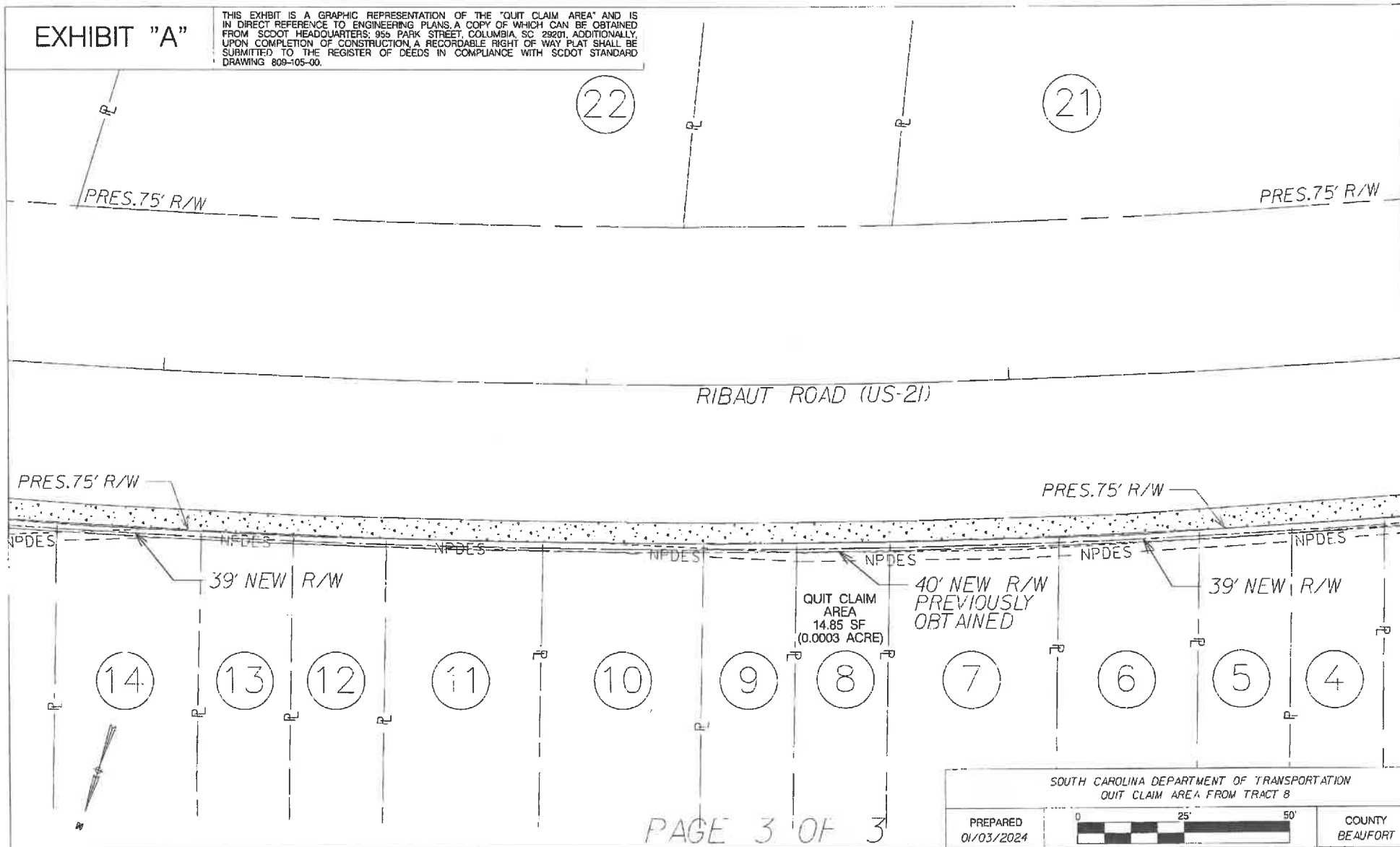


EXHIBIT "A" page 4



Location Map

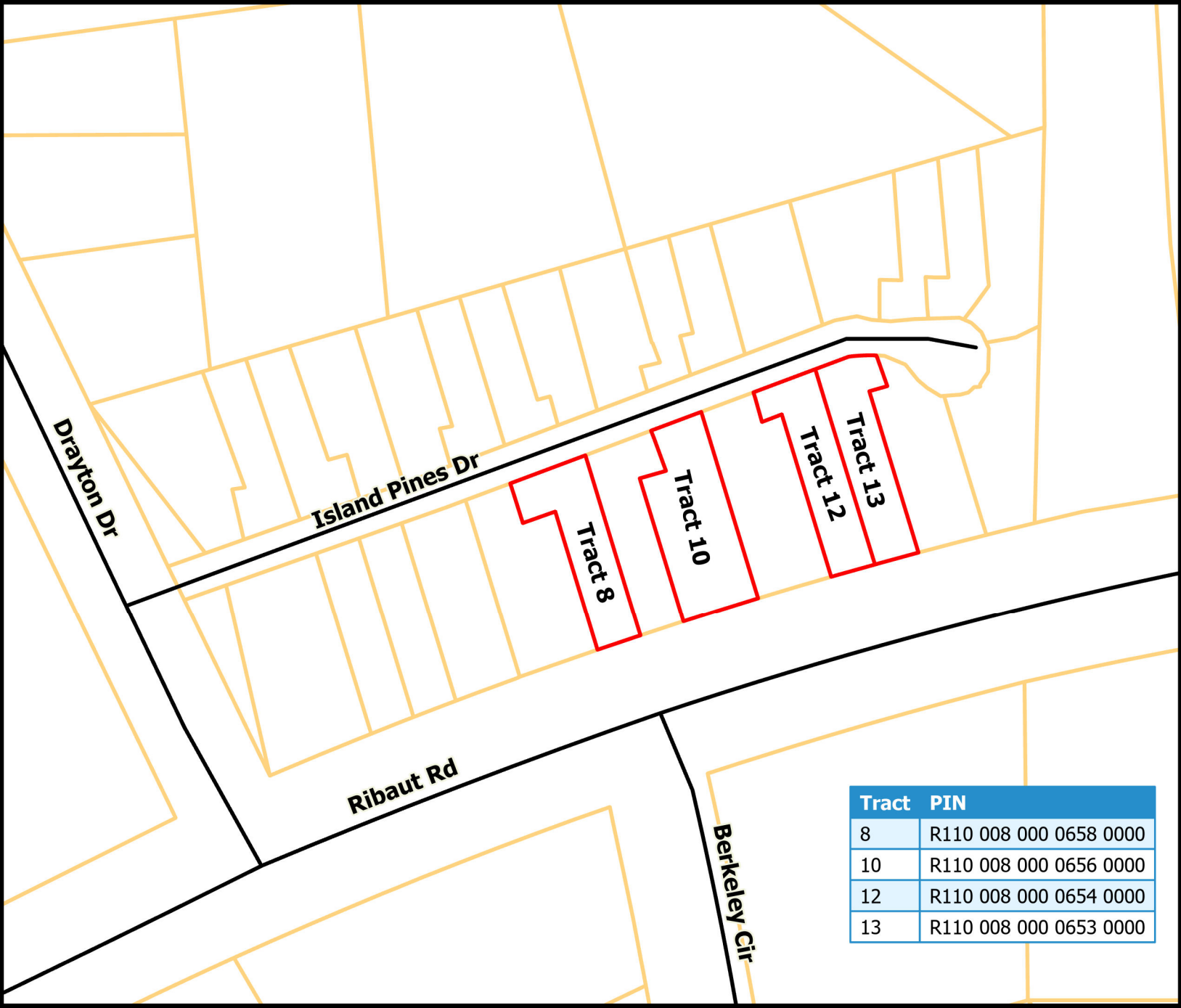
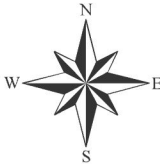
Location of
Affected Tract
Owners

Activity: Ribaut Rd
Pathway Project

Township:
Port Royal

Legend

- Parcel Tracts
- Parcels





BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 20.

ITEM TITLE:

AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY FOR CHEROKEE FARMS ROAD ASSOCIATED WITH A DEVELOPMENT AGREEMENT DATED DECEMBER 15, 2014

MEETING NAME AND DATE:

Public Facilities Committee Meeting February (2/18/2025)

PRESENTER INFORMATION:

Bryan Bauer PE, ENV SP, Director of Engineering
(5 Minutes)

ITEM BACKGROUND:

This ordinance was originally presented to County Council on 3-26-24 and 4-22-24. The item was never presented to County Council for 3rd and final reading. The ordinance has been updated to reflect a change in County leadership and an updated exhibit identifying the right of way to be conveyed.

On December 15, 2014, Beaufort County entered into a Development Agreement with Cherokee Beaufort, LLC, and Burton Development, LLC, via County Council Ordinance 2014/2.

Under Section IX subsection C(ii) of the Agreement which states “All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated and accepted by the County.

PROJECT / ITEM NARRATIVE:

Beaufort County staff have been working with the developers associated with designs outlined in the Development Agreement. Part of the agreement outlines conditions for the conveyance of Cherokee Farms Right of Way to be donated to the County. Beaufort County desires to fulfill the conditions of the Development Agreement by accepting Cherokee Farms Road Right of Way identified in attached Exhibit “A”.

FISCAL IMPACT:

N/A

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of Cherokee Farms Right of Way conveyance.

OPTIONS FOR COUNCIL MOTION:

Motion to either approve, deny or amend an Ordinance authorizing the County Administrator to execute any and all necessary documents for the acceptance of right of way for Cherokee Farms Road associated with a Development Agreement dated December 15, 2014.

Next Step – three readings and a public hearing from County Council

ORDINANCE 2025/____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE ANY AND ALL NECESSARY DOCUMENTS FOR THE ACCEPTANCE OF RIGHT OF WAY FOR CHEROKEE FARMS ROAD ASSOCIATED WITH A DEVELOPMENT AGREEMENT DATED DECEMBER 15, 2014**

WHEREAS, Beaufort County (“County”) entered into a Development Agreement (“Agreement”) with Cherokee Beaufort, LLC, a South Carolina Limited Liability Company (“Cherokee Beaufort”) and Burton Development, LLC, a South Carolina Limited Liability company (“Developer”) on December 15, 2014; and

WHEREAS, Beaufort County Council adopted Ordinance 2014/24 providing the authority for the County to enter into the Agreement; and

WHEREAS, Under Section IX subsection C(ii) of the Agreement which states “All such improvements (the “Cherokee Farms Road Improvements”) shall adhere to applicable road and right-of-way construction standards. To the extent that all or any portion of Cherokee Farms Road is not owned by the County or the State of South Carolina, the same shall be dedicated and accepted by the County; and

WHEREAS, Beaufort County Staff have reviewed the attached Cherokee Farms Road Right of Way plans identified as Exhibit “A” and recommend acceptance of Right of Way to be conveyed to Beaufort County; and

WHEREAS, Beaufort County Council has determined that it is in its best interest to accept Right of Way associated with Cherokee Farms Road ; and

NOW, THEREFORE, BE IT ORDAINED that Beaufort County Council authorize the Interim County Administrator to execute any and all documents associated with conveyance Cherokee Farms Road Right of Way identified in attached Exhibit “A” .

DONE this ____ day of _____ 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Alice Howard , Chair

ATTEST:

Sarah W. Brock, Clerk to Council

Third and Final Reading:

Public Hearing:

Second Reading:

First Reading:

EXHIBIT "A"

Item 20.

NOTES:

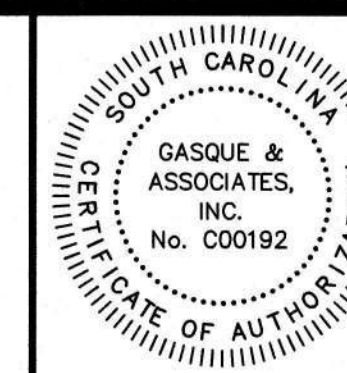
- 1.) THE BEARINGS SHOWN HEREON ARE MAGNETIC AND AS SUCH ARE SUBJECT TO LOCAL ATTRACTION.
- 2.) THIS PLAT DOES NOT CERTIFY THE PRESENCE OR ABSENCE OF U.S. ARMY CORPS OF ENGINEERS JURISDICTIONAL WETLANDS.
- 3.) METHOD OF AREA CALCULATION BASED ON COORDINATE METHOD.
- 4.) LOCATION OF UNDERGROUND UTILITIES ARE FROM SURFACE INDICATIONS ONLY AND ARE NOT CERTIFIABLE.
- 5.) THIS PLAT REPRESENTS A SURVEY BASED ON THE LISTED REFERENCES ONLY AND IS NOT THE RESULT OF A TITLE SEARCH.
- 6.) CERTIFICATIONS ARE NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
- 7.) THE CERTIFIER HAS NOT INVESTIGATED OR BEEN INSTRUCTED TO INVESTIGATE THE EXISTENCE OR NONEXISTENCE OF ANY OVERLAY DISTRICTS, SUCH AS: AIRPORT, MILITARY, NOISE, CRASH POTENTIAL OR ENVIRONMENTAL ISSUES.
- 8.) BEFORE ANY DESIGN WORK OR CONSTRUCTION ON THIS SITE IS STARTED FLOOD ZONE INFORMATION MUST BE VERIFIED BY PROPER BUILDING CODES OFFICIAL.
- 9.) SETBACKS SHOWN AS PER PLAT OF RECORD AND MUST BE VERIFIED WITH OFFICIAL AGENCY BEFORE PURCHASE AND OR CONSTRUCTION ON SUBJECT PROPERTY.
- 10.) THIS PROPERTY APPEARS TO LIE IN FLOOD ZONE "X" (UNSHADED) AS DETERMINED BY F.E.M.A. FIRM COMM PANEL NUMBER 45013C0142G, DATED 03/23/2021.
- 11.) ALL PROPERTY CORNERS ARE 1/2" REBAR UNLESS OTHERWISE NOTED.

REFERENCES:

- 1.) T.M.S. R100 027 000 1017 0000
T.M.S. R100 027 000 013A 0000
T.M.S. R100 027 000 0918 0000
- 2.) PLAT BY DAVID E. GASQUE
DATED 01/01/2001
PLAT BOOK 77 PAGE 126
BEAUFORT COUNTY RMC
- 3.) PLAT BY ANDREWS & BURGESS, INC.
DATED 09/02/2010
ACQUIRED FROM BEAUFORT COUNTY
ENGINEERING DEPARTMENT
- 4.) DEED BY TUPPER, GRIMSLEY & DEAN, P.A.
DATED 08/18/2014
BOOK 3342 PAGE 25
BEAUFORT COUNTY RMC

LEGEND OF SYMBOLS & ABBREVIATIONS

	FIRE HYDRANT		MANHOLE
	CLEAN OUT		GUY WIRE
	POWER POLE		CABLE BOX
	TELEPHONE PEDESTAL		OVERHEAD POWERLINE
	FIBER OPTIC STUB		EDGE OF PAVEMENT
	WATER VALVE		BACK OF CURB
	GAS VALVE		LIGHTPOLE
	WATER METER		GAS LINE
	1/2" ROD SET		CENTER LINE
	TREE SIZE & TYPE		CONTOUR LINE
	ELEVATION		



CONUS 1983
SC STATE PLANE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	195.43	122.64	120.64	N71°28'24"E	35°57'23"
C2	245.43	134.02	151.51	S71°28'24"W	35°57'23"
C3	113.36	54.17	53.66	S77°41'19"E	77°22'59"
C4	73.09	35.84	35.48	N71°28'30"W	28°05'42"
C5	178.34	92.62	91.59	S35°14'15"E	29°45'26"
C6	138.03	86.35	94.41	N26°39'34"W	39°59'40"
C7	214.83	200.26	193.09	N25°31'37"W	53°24'37"
C8	161.55	167.58	160.16	N32°59'55"W	59°26'00"

LINE	BEARING	DISTANCE
L1	S80°28'13"E	18.72
L2	S80°14'13"E	46.01
L3	S80°14'13"E	4.13
L4	N87°47'49"W	72.57
L5	N85°14'37"W	134.40
L6	N85°20'10"W	103.97
L7	N87°37'18"W	27.67
L8	N88°49'42"E	13.26
L9	S86°12'08"E	113.47
L10	N89°01'05"W	13.65
L11	N87°38'03"W	27.18
L12	N80°49'27"E	46.21

AREA FOR R/W REQUIRED

	3680.62 Sq. Feet 0.08 Acres
	10505.39 Sq. Feet 0.24 Acres
	77323.84 Sq. Feet 1.78 Acres

T & D LAND HOLDINGS LLC
R100 027 000 013A 0000

HABERSHAM LAND CO.
R100 027 000 1017 0000

HABERSHAM NEIGHBORHOOD ASSOCIATION INC.
R100 027 000 0918 0000

T & D LAND HOLDINGS LLC
R100 027 000 013A 0000

HABERSHAM LAND CO.
R100 027 000 1017 0000

GASQUE & ASSOCIATES INC.
LAND SURVEYORS PLANNERS

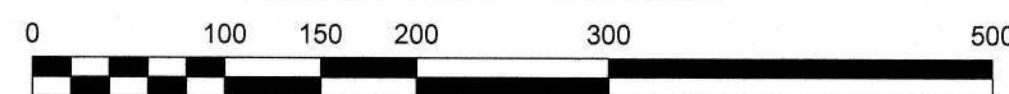
28 PROFESSIONAL VILLAGE CIRCLE, BEAUFORT, S.C.
P.O. BOX 1363, BEAUFORT, S.C.
(843) 522-1798

THIS PLAT IS COPYRIGHTED AND IS ONLY INTENDED FOR THE USE
OF THE ENTITY OR PERSON(S) SHOWN HERE ON.

I, David E. Gasque, a Registered Professional Land Surveyor in the
State of South Carolina, 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 — survey as
specified therein; also there are no visible encroachments or
projections other than shown.

David E. Gasque, R.L.S.
S.C. Registration Number 10506

GRAPHIC SCALE



SCALE: 1"=100'

**CHEROKEE FARMS ROAD
RIGHT OF WAY**

PREPARED FOR
HABERSHAM LAND COMPANY
PORT ROYAL ISLAND
BEAUFORT COUNTY, SOUTH CAROLINA

DATE: 4/8/2024

SCALE: 1"=100'

JOB#59392AQ F.B.# 1141/SW DRAWN BY Dsgn5



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 21.

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE BIG ESTATE JENKINS COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 132 BOOKER T. WASHINGTON CIRCLE
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee February 18, 2025
PRESENTER INFORMATION:
Eric, Brown, Director, Parks and Recreation <i>5 minutes</i>
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
The Big Estate Jenkins Community Center (the Center) is the fee simple owners of the real property located at 132 Booker T. Washington Circle, Yemassee, SC 29945. The Center desires to lease the Property to the County for the of continuation of the County's use and the purpose of providing the community with a recreational facility.
FISCAL IMPACT:
Nominal yearly lease rate Property will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends that the County enters into the lease agreement
OPTIONS FOR COUNCIL MOTION:
Move forward to County Council for a Public Hearing and Approval/Denial.

ORDINANCE 2025/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE BIG ESTATE JENKINS COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 132 BOOKER T. WASHINGTON CIRCLE**

WHEREAS, The Big Estate Jenkins Community Center (the Center) is the fee simple owners of the real property located at 132 Booker T. Washington Circle, Yemassee, SC 29945 ("Property"); and

WHEREAS, Beaufort County ("County"), a political subdivision of the State of South Carolina, through its Parks and Recreation Department provide the public with recreational programs at facilities throughout Beaufort County; and

WHEREAS, the Center desires to lease to County the Property for the continuation of the County's use and the purpose of providing the community with a public recreational facility; and

WHEREAS, the County has negotiated certain lease terms with the Center and pursuant to the current Beaufort County Lease Policy, it has deemed it appropriate and necessary to reduce the lease rate to a nominal amount because the Property will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs; 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 with the Center for the Property.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with the Big Estate Jenkins Community Center, for the real property located at 132 Booker T. Washington Circle, Yemassee, SC 29945.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Alice Howard, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

THIS REAL PROPERTY LEASE AGREEMENT ("Lease") is made and entered into this ____ day of January, 2025, by and between **the Big Estate Jenkins Community Center** (hereinafter the "Landlord") and **Beaufort County** ("Tenant"), a political subdivision of the State of South Carolina, collectively referred to as the "Parties".

WHEREAS, the Parties desire to enter into a long term lease agreement in order for the continuation of the County's use and purpose of providing the community with a recreational facility.

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 and pursuant to the terms as follows:

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at 132 Booker T. Washington Circle, Yemassee, SC 29945, with the current Parcel Number R700 015 000 0014 0000, hereinafter collectively referred to as "Premises".

II. TERM

2.1 *Term.* The Lease Term shall be for a term of twenty-five (25) years ("Tenancy") commencing on January ____, 2025 ("Commencement Date") and terminating on January ____, 2050 ("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 of ten (10) years. This Lease may only be renewed up to two (2) times. Tenant shall notify the Landlord in writing of its desire to renew no later than ninety (90) days before the expiration of the Initial Term or any renewal term. 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 and 00/100 (\$1.00) Dollars** as a yearly rent payment ("Rent") during the Lease Term. 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 13.1 of this Lease. All Rent payments shall be made in the form of check or direct deposit.

3.2 *Renewal Rate.* The Rent shall remain the same during any Renewal Term.

3.3 *Security Deposit.* The Parties agree that no security deposit is required.

3.4 *Taxes and Fees.* The Landlord agrees to be responsible for paying all taxes and fees associated with the Premises.

IV. UTILITIES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility

Landlord Initials _____ Tenant Initials _____

charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

5.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating a community center for public use ("Permitted Use"). Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.2.1 *Landlords Use of Premises.* And the Tenant grants to the Landlord, the right and privilege of using all facilities on said Premises without any charges or fees whenever the tenant is not using said facilities. If Landlord desires to use Premises, the Landlord shall request use of the Premises in writing to Tenant seven (7) calendar days prior to the date of desired use.

5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any maintenance to the Premises.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. The Premises shall be maintained in a clean and orderly manner. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any repairs to the Premises.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Improvements.* Tenant is permitted to make improvements in the form of structural alterations, modifications, additions, decorations or improvements to the Premises and is not required to obtain Landlord's consent prior to; although, the Tenant will provide a written notice to Landlord prior to the commencement of any improvement herein described. The Tenant is not required to complete any Improvements, but may at its discretion.

5.5.2 *Cost of Improvements.* Tenant's Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant's sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

5.5.3 *Compliance.* All such Tenant's Improvements and related work shall be performed diligently and in a first-class workmanlike manner and shall comply with all legal requirements. Any of

Landlord Initials _____ Tenant Initials _____

Tenant's Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

- 5.6 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

VI. DESTRUCTION OR DAMAGE

- 6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.
- 6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Lease. 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.
- 6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.
- 6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's purpose in the Premises to the extent reasonably practicable from the standpoint of good practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.
- 6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

Landlord Initials _____ Tenant Initials _____

VII. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this Lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease unless otherwise agreed by Landlord in writing.

Landlord agrees and acknowledges that Tenant may, without notice to Landlord, allow for third parties to use the Premises for activities that further promote the purpose of the Tenant's use of the Premises. The use of the Premises by third parties may be for a fee to be paid to the Tenant.

VIII. TERMINATION. This Lease shall end on the Termination Date or at the end of any Renewal Term. This Lease may be terminated by Landlord prior to the Termination Date upon the occurrence of any default event as set forth in Section IX of this Lease. The Parties may mutually agree to terminate this Lease in writing for any reason.

8.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

IX. DEFAULT

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

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within thirty (30) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall have thirty (30) days to cure said default. Failure to cure may result in Landlord terminating the Lease with a thirty (30) day written notice. Landlord agrees that there are no other remedies

Landlord Initials _____ Tenant Initials _____

available and Landlord shall not have the right to request additional funds from Tenant for any reason if Lease is being terminated due to a default.

9.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and Landlord agrees it is limited in its remedies to those provide for in this Lease.

9.5 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

X. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

10.1 *First Right of Refusal.* The Parties agree that if the Landlord desires to sell the Premises at any time, then the Landlord shall first offer to the Tenant the ability to purchase the Premise at fair market value as determined by a South Carolina licensed appraiser. The Landlord shall provide to Tenant in writing the desire to sell, and Tenant shall have sixty (60) days to provide a written response.

XI. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant's use of the Premises.

XII. INSURANCE LIABILITY AND INDEMNIFICATION

12.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain an Insurance Policy, in an amount of no less than \$1,000,000 in general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies and shall provide Landlord with a copy of all policies.

12.2 *Indemnity.* Landlord hereby agrees to indemnify and hold harmless Tenant 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.

Landlord Initials _____ Tenant Initials _____

- 12.3 *Liens.* If any mechanic's or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant's expense by full payment thereof by filing a bond required by law. Tenant's failure to do so shall constitute a material default hereunder.

XIII. MISCELLANEOUS PROVISIONS

- 13.1 *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Lease 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 TENANT: Beaufort County
 Attn: Beaufort County Administration
 Post Office Box 1228
 Beaufort, SC 29901

Copy To: Beaufort County
 Attn: Beaufort County Parks and Recreation Director
 Post Office Box 1228
 Beaufort, SC 29901

AS TO LANDLORD: _____

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Lease may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Lease cannot be amended orally or by a single party. No amendment or change to this Lease shall be valid unless in writing and signed by both Parties to this Lease.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.

Landlord Initials _____ Tenant Initials _____

- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 13.9 *Authority.* Each individual and entity executing this Lease 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 Lease to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

(Signature Page to Follow)

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 Lease to be executed on the date first written above.

LANDLORD (Big Estate Jenkins Community Center):

Witness

By: _____
Its: _____

Witness

TENANT:

Witness

Michael Moore
Beaufort County Administrator

Witness

Landlord Initials _____ Tenant Initials _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 22.

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE YOUNG MEN’S SOCIAL CLUB AND SOUTH PINE LADIES UNION FOR A PORTION OF THE REAL PROPERTY LOCATED AT 242 AND 228 SCOTT HILL ROAD
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee February 18, 2025
PRESENTER INFORMATION:
Eric Brown, Director, Parks and Recreation <i>5 minutes</i>
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
The Young Men’s Social Club and South Pine Ladies Union are the fee simple owners of the real property located at 242 and 228 Scott Hill Road, St. Helena, SC 29920. The Club and Union desire to lease to the County the properties for the continuation of the County’s use and the purpose of the community with a recreational facility.
FISCAL IMPACT:
Nominal yearly lease rate Property will remain open to the public at all times and the County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends that the County enters into the lease agreement
OPTIONS FOR COUNCIL MOTION:
Move forward to County Council for a Public Hearing and Approval/Denial.

ORDINANCE 2025/_____

**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A
LEASE AGREEMENT WITH THE YOUNG MEN’S SOCIAL CLUB AND SOUTH PINE
LADIES UNION FOR A PORTION OF THE REAL PROPERTY LOCATED AT
242 AND 228 SCOTT HILL ROAD**

WHEREAS, Young Men’s Social Club and South Pine Ladies Union (Club and Union) are the fee simple owners of the real property located at 242 and 228 Scott Hill Road, St. Helena, SC 29920 (“Properties”); and

WHEREAS, Beaufort County (“County”), a political subdivision of the State of South Carolina, through its Parks and Recreation Department provide the public with recreational programs at facilities throughout Beaufort County; and

WHEREAS, the Club and Union desire to lease to County the Properties for the continuation of the County’s use and the purpose of providing the community with a public recreational facility; and

WHEREAS, the County has negotiated certain lease terms with Club and Union and pursuant to the current Beaufort County Lease Policy, it has deemed it appropriate and necessary to reduce the lease rate to a nominal amount because the Properties will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs; 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 with Club and Union for the Properties.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with Young Men’s Social Club and South Pine Ladies Union, for the real property located at 242 and 228 Scott Hill Road.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Alice Howard, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

STATE OF SOUTH CAROLINA

)

COUNTY OF BEAUFORT

)

**REAL PROPERTY
LEASE AGREEMENT**

THIS REAL PROPERTY LEASE AGREEMENT ("Lease") is made and entered into this ____ day of November, 2024, by and between **Young Men's Social Club** and **South Pine Ladies Union** (collectively hereinafter the "Landlord") and **Beaufort County** ("Tenant"), a political subdivision of the State of South Carolina, collectively referred to as the "Parties".

WHEREAS, the Parties desire to enter into a long term lease agreement in order for the continuation of the County's use and purpose of providing the community with a recreational facility.

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 and pursuant to the terms as follows:

- I. DESCRIPTION OF LEASED PREMISES.** The premises to be conveyed is located at 242 Scott Hill Road, St. Helena Island, SC 29920 with the current Parcel Number R300 022 000 0016 0000 and 228 Scott Hill Road, St. Helena Island, SC 29920 with current Parcel Numbers R300 022 000 099C 0000 and R300 022 000 0015 0000, hereinafter collectively referred to as "Premises".
- II. TERM**
- 2.1 *Term.* The Lease Term shall be for a term of twenty-five (25) years ("Tenancy") commencing on November ____, 2024 ("Commencement Date") and terminating on November ____, 2049 ("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 of ten (10) years. This Lease may only be renewed up to two (2) times. Tenant shall notify the Landlord in writing of its desire to renew no later than ninety (90) days before the expiration of the Initial Term or any renewal term. 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 and 00/100 (\$1.00) Dollars** as a yearly rent payment ("Rent") during the Lease Term. 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 13.1 of this Lease. All Rent payments shall be made in the form of check or direct deposit.
- 3.2 *Renewal Rate.* The Rent shall remain the same during any Renewal Term.
- 3.3 *Security Deposit.* The Parties agree that no security deposit is required.
- 3.4 *Taxes and Fees.* The Landlord agrees to be responsible for paying all taxes and fees associated with the Premises.
- IV. UTILITIES.** Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas,

Landlord Initials _____ Tenant Initials _____

power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

5.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating a community center for public use ("Permitted Use"). Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.2.1 *Landlords Use of Premises.* And the Tenant grants to the Landlord, the right and privilege of using all facilities on said Premises without any charges or fees whenever the tenant is not using said facilities. If Landlord desires to use Premises, the Landlord shall request use of the Premises in writing to Tenant seven (7) calendar days prior to the date of desired use.

5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any maintenance to the Premises.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. The Premises shall be maintained in a clean and orderly manner. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any repairs to the Premises.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Improvements.* Tenant is permitted to make improvements in the form of structural alterations, modifications, additions, decorations or improvements to the Premises and is not required to obtain Landlord's consent prior to; although, the Tenant will provide a written notice to Landlord prior to the commencement of any improvement herein described. The Tenant is not required to complete any Improvements, but may at its discretion.

5.5.2 *Cost of Improvements.* Tenant's 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.

Landlord Initials _____ Tenant Initials _____

5.5.3 *Compliance.* All such Tenant's Improvements and related work shall be performed diligently and in a first-class workmanlike manner and shall comply with all legal requirements. Any of Tenant's Improvements or other alterations, including, without limitation, moveable partitions that are affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

- 5.6 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

VI. DESTRUCTION OR DAMAGE

- 6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.
- 6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Lease. 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.
- 6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.
- 6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's purpose in the Premises to the extent reasonably practicable from the standpoint of good practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.
- 6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, 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

Landlord Initials _____ Tenant Initials _____

damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

VII. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this Lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease unless otherwise agreed by Landlord in writing.

Landlord agrees and acknowledges that Tenant may, without notice to Landlord, allow for third parties to use the Premises for activities that further promote the purpose of the Tenant's use of the Premises. The use of the Premises by third parties may be for a fee to be paid to the Tenant.

VIII. TERMINATION. This Lease shall end on the Termination Date or at the end of any Renewal Term. This Lease may be terminated by Landlord prior to the Termination Date upon the occurrence of any default event as set forth in Section IX of this Lease. The Parties may mutually agree to terminate this Lease in writing for any reason.

- 8.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

IX. DEFAULT

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

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within thirty (30) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

- 9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default,

Landlord Initials _____ Tenant Initials _____

and Tenant shall have thirty (30) days to cure said default. Failure to cure may result in Landlord terminating the Lease with a thirty (30) day written notice. Landlord agrees that there are no other remedies available and Landlord shall not have the right to request additional funds from Tenant for any reason if Lease is being terminated due to a default.

9.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and Landlord agrees it is limited in its remedies to those provide for in this Lease.

9.5 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

X. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

10.1 *First Right of Refusal.* The Parties agree that if the Landlord desires to sell the Premises at any time, then the Landlord shall first offer to the Tenant the ability to purchase the Premise at fair market value as determined by a South Carolina licensed appraiser. The Landlord shall provide to Tenant in writing the desire to sell, and Tenant shall have sixty (60) days to provide a written response.

XI. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant's use of the Premises.

XII. INSURANCE LIABILITY AND INDEMNIFICATION

12.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain an Insurance Policy, in an amount of no less than \$1,000,000 in general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies and shall provide Landlord with a copy of all policies.

12.2 *Indemnity.* Landlord hereby agrees to indemnify and hold harmless Tenant 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

Landlord Initials _____ Tenant Initials _____

of the Leased Premises or from any activity, work, or thing done, permitted or suffered by Tenant in or about the Leased Premises.

- 12.3 *Liens.* If any mechanic's or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant's expense by full payment thereof by filing a bond required by law. Tenant's failure to do so shall constitute a material default hereunder.

XIII. MISCELLANEOUS PROVISIONS

- 13.1 *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Lease 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 TENANT: Beaufort County
Attn: Beaufort County Administration
Post Office Box 1228
Beaufort, SC 29901

Copy To: Beaufort County
Attn: Beaufort County Parks and Recreation Director
Post Office Box 1228
Beaufort, SC 29901

AS TO TENANT:

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Lease may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Lease cannot be amended orally or by a single party. No amendment or change to this Lease shall be valid unless in writing and signed by both Parties to this Lease.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

Landlord Initials _____ Tenant Initials _____

- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.
- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 13.9 *Authority.* Each individual and entity executing this Lease 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 Lease to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.


(Signature Page to Follow)

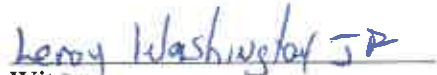
Landlord Initials _____ Tenant Initials _____

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

LANDLORD (Young Men's Social Club):


Witness


By: John Miller
Its: PRESIDENT


Witness

LANDLORD (South Pine Ladies Union):


Witness


By: Ann Chaplin
Its: President


Witness

TENANT:

Witness

Michael Moore
Beaufort County Administrator

Witness

Landlord Initials _____ Tenant Initials _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 23.

ITEM TITLE:
AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE DALE-LOBECO COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 15 COMMUNITY CENTER ROAD
MEETING NAME AND DATE:
Finance, Administration, and Economic Development Committee February 18, 2025
PRESENTER INFORMATION:
Eric Brown, Director, Parks and Recreation <i>5 minutes</i>
ITEM BACKGROUND:
PROJECT / ITEM NARRATIVE:
The Dale-Lobeco Community Center (the Center) is the fee simple owners of the real property located at 15 Community Center Road, Seabrook, SC 29940. The Center desires to lease the Property to the County for the of continuation of the County's use and the purpose of providing the community with a recreational facility.
FISCAL IMPACT:
Nominal yearly lease rate Property will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as being responsible for all utility costs.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommend that the County enters into the lease agreement
OPTIONS FOR COUNCIL MOTION:
Move forward to County Council for a Public Hearing and Approval/Denial.

ORDINANCE 2025/_____**AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO A LEASE AGREEMENT WITH THE DALE-LOBECO COMMUNITY CENTER FOR REAL PROPERTY LOCATED AT 15 COMMUNITY CENTER ROAD**

WHEREAS, The Dale-Lobeco Community Center (the Center) is the fee simple owner of the real property located at 15 Community Center Road, Seabrook, SC 29940 (“Property”); and

WHEREAS, Beaufort County (“County”), a political subdivision of the State of South Carolina, through its Parks and Recreation Department provide the public with recreational programs at facilities throughout Beaufort County; and

WHEREAS, the Center desires to lease the Property to the County for the continuation of the County’s use and the purpose of providing the community with a public recreational facility; and

WHEREAS, the County has negotiated certain lease terms with the Center and pursuant to the current Beaufort County Lease Policy, it has deemed it appropriate and necessary to reduce the lease rate to a nominal amount because the Property will remain open to the public at all times and County has agreed to be fiscally responsible for maintenance and repairs during the lease term, as well as be responsible for all utility costs; 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 with the Center for the Property.

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to enter into a lease agreement with the Dale-Lobeco Community Center for the real property located at 15 Community Center Road, Seabrook, SC 29940.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Alice Howard, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

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

THIS REAL PROPERTY LEASE AGREEMENT ("Lease") is made and entered into this ____ day of January, 2025, by and between **the Dale-Lobeco Community Center** (hereinafter the "Landlord") and **Beaufort County** ("Tenant"), a political subdivision of the State of South Carolina, collectively referred to as the "Parties".

WHEREAS, the Parties desire to enter into a long term lease agreement in order for the continuation of the County's use and purpose of providing the community with a recreational facility.

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 and pursuant to the terms as follows:

I. DESCRIPTION OF LEASED PREMISES. The premises to be conveyed is located at 15 Community Center Road, Seabrook, SC 29940, with the current Parcel Number R700 037 000 0027 0000, hereinafter collectively referred to as "Premises".

II. TERM

2.1 *Term.* The Lease Term shall be for a term of twenty-five (25) years ("Tenancy") commencing on January ____, 2025 ("Commencement Date") and terminating on January ____, 2050 ("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 of ten (10) years. This Lease may only be renewed up to two (2) times. Tenant shall notify the Landlord in writing of its desire to renew no later than ninety (90) days before the expiration of the Initial Term or any renewal term. 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 and 00/100 (\$1.00) Dollars** as a yearly rent payment ("Rent") during the Lease Term. 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 13.1 of this Lease. All Rent payments shall be made in the form of check or direct deposit.

3.2 *Renewal Rate.* The Rent shall remain the same during any Renewal Term.

3.3 *Security Deposit.* The Parties agree that no security deposit is required.

3.4 *Taxes and Fees.* The Landlord agrees to be responsible for paying all taxes and fees associated with the Premises.

IV. UTILITIES. Tenant shall be responsible for paying one hundred percent (100%) of all utility expenses associated with the Premises during the Initial Term and any Renewal Term. Tenant warrants and agrees to establish accounts in its name with the providing/billing entity or authority and pay for all water, gas, power, electric current, garbage collection and removal, sewer charges, and all other utilities and utility charges and fees charged to the Premises during the term of this Lease and all extensions hereof. Tenant

Landlord Initials _____ Tenant Initials _____

agrees to maintain all utilities at all times during its tenancy, regardless of whether or not Tenant is physically occupying the Premise.

V. CONDITION, USE, MAINTENANCE AND REPAIRS OF PREMISES

5.1 *Acceptance and Condition of the Premises.* The Parties mutually agree that Tenant shall take possession of the Premises on the Commencement Date. Tenant stipulates that he or she has examined the Premises, including the grounds and all buildings and improvements, and that they are, at the time of this Lease, in good order, repair, and in a safe, clean and tenantable condition. Landlord has made no representation in connection with the Premises and shall not be liable for any latent defects therein; provided, however, that if such latent defects render the Premises uninhabitable for the purposes of this Lease, Tenant may at its option, and upon written notice to Landlord, terminate this Lease.

5.2 *Use of Premises.* Tenant shall use the Premises for the sole purpose of operating a community center for public use ("Permitted Use"). Tenant shall not use the Premises for any illegal purpose, nor violate any statute, regulation, rule or order of any governmental body in its use thereof, nor create or allow to exist any nuisances, nor do any act in or about the Premises or bring anything upon the Premises which will increase the premium for insurance on the Premises.

5.2.1 *Landlords Use of Premises.* And the Tenant grants to the Landlord, the right and privilege of using all facilities on said Premises without any charges or fees whenever the tenant is not using said facilities. If Landlord desires to use Premises, the Landlord shall request use of the Premises in writing to Tenant seven (7) calendar days prior to the date of desired use.

5.3 *Maintenance.* Tenant, at its sole cost and expense, shall handle or contract for the maintenance of the parking areas, landscaping, grounds and planting care for the Premises, and shall generally maintain the Premises in a neat and orderly condition. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any maintenance to the Premises.

5.4 *Repairs of Premises.* Tenant shall at its own expense keep the Premises in good repair. The Premises shall be maintained in a clean and orderly manner. Landlord agrees and acknowledges Tenant does not have to provide notice or obtain permission to perform any repairs to the Premises.

5.5 *Tenant Improvements, Alterations, and Restorations.*

5.5.1 *Improvements.* Tenant is permitted to make improvements in the form of structural alterations, modifications, additions, decorations or improvements to the Premises and is not required to obtain Landlord's consent prior to; although, the Tenant will provide a written notice to Landlord prior to the commencement of any improvement herein described. The Tenant is not required to complete any Improvements, but may at its discretion.

5.5.2 *Cost of Improvements.* Tenant's Improvements, or any additional improvements as approved by the Landlord, shall be made at Tenant's sole cost and expense, including the expense of complying with all present and future legal requirements, and any other work required to be performed in other areas within or outside the Premises.

5.5.3 *Compliance.* All such Tenant's Improvements and related work shall be performed diligently and in a first-class workmanlike manner and shall comply with all legal requirements. Any of Tenant's Improvements or other alterations, including, without limitation, moveable partitions that are

Landlord Initials _____ Tenant Initials _____

affixed to the Premise (but excluding moveable, free standing partitions) and all carpeting, shall at once become part of the Premises and the property of Landlord.

- 5.6 *Right of Inspection.* Landlord shall have the unfettered right at all reasonable times during the Initial Term or any Renewal Term to enter the Premises for any reason whatsoever. Landlord agrees, when able, to provide Tenant with reasonable notice of said entry upon the Premises. No notice will be required in emergency situations or for access or entry upon the Premises.

VI. DESTRUCTION OR DAMAGE

- 6.1 If the Premises shall be damaged or destroyed during the term of this Lease by any casualty insured under Landlord's standard fire and casualty insurance, Landlord shall, except as otherwise provided in this Lease and subject to any delay or inability from causes beyond its control, repair and/or rebuild the same substantially to what had been the condition thereof immediately prior to such damage or destruction.
- 6.2 If the Premises shall be damaged or destroyed to the extent of fifty percent (50%) or more of the insurable value thereof, or if such casualty shall not have been insured against by Landlord's standard fire and casualty policies, then Landlord or Tenant may terminate this Lease or elect to repair such damage or rebuild the Premises. Within thirty (30) calendar days after any such casualty, Landlord shall notify Tenant whether Landlord intends to repair or rebuild the Premises, and Tenant shall notify Landlord whether Tenant intends to terminate this Lease. If Landlord elects to repair or rebuild the Premises, Landlord shall perform such repair or rebuilding as provided in this Lease. 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.
- 6.3 If Landlord elects to repair the Premises and Tenant does not elect to terminate the Lease, and if Landlord's repairs are not substantially completed within one hundred twenty (120) calendar days following the date of the casualty, then Tenant, upon not less than thirty (30) calendar days written notice to Landlord, may terminate this Lease if Landlord has not substantially completed such repairs within the time period (which shall not be less than 30 calendar days) set forth in such notice. Substantial completion, as used herein, shall mean that the Premises are restored to the condition that they may be occupied and utilized for their intended purpose, notwithstanding that there may be additional "punch list" or other non-essential items to be completed, which neither affect nor impact Tenant's use and enjoyment of the Premises. Nevertheless, Landlord shall diligently pursue the completion of all remaining work in a timely manner.
- 6.4 During any period of reconstruction or repair of the Premises, provided Tenant has not elected to terminate this Lease, Tenant may at its sole option continue the operation of Tenant's purpose in the Premises to the extent reasonably practicable from the standpoint of good practice. Tenant shall not interfere with the repair or restoration activities of Landlord or its contractors and will adapt and modify its business activities as deemed necessary by Landlord to allow such repair or restoration activities to continue expeditiously.
- 6.5 During any period in which, by reason of any damage or destruction not resulting from the negligence of Tenant, Tenant's employees, agents, or invitees, Tenant is unable to occupy all or a portion of the Premises, Tenant's rent shall be appropriately abated for that part of the Premises rendered unusable for the conduct of Tenant's business. Such abatement shall continue for the period commencing with such destruction or damage and ending with the substantial completion by Landlord of Landlord's repairs and/or rebuilding of the Premises, as described in this Lease.

Landlord Initials _____ Tenant Initials _____

VII. ASSIGNMENT AND SUBLETTING

The Tenant shall not, without the Landlord's prior written consent: (i) mortgage, pledge, encumber, or otherwise transfer (whether voluntarily, by operation of law, or otherwise) this Lease or any interest hereunder; (ii) allow any lien to attach to Tenant's interest in the Premises or this Lease; (iii) permit the use or occupancy of the Premises or any part thereof by anyone for a purpose other than as set forth herein; (iv) assign or convey this Lease or any interest herein; or (v) sublet the Premises or any part thereof; and any attempt to consummate any of the foregoing without Landlord's consent shall be void. Any assignment or subletting of this Lease must be approved in writing by Landlord, which approval shall not be unreasonably withheld. Assignment of the Lease will not relieve the Tenant or the Guarantors of their respective obligations under this Lease unless otherwise agreed by Landlord in writing.

Landlord agrees and acknowledges that Tenant may, without notice to Landlord, allow for third parties to use the Premises for activities that further promote the purpose of the Tenant's use of the Premises. The use of the Premises by third parties may be for a fee to be paid to the Tenant.

VIII. TERMINATION. This Lease shall end on the Termination Date or at the end of any Renewal Term. This Lease may be terminated by Landlord prior to the Termination Date upon the occurrence of any default event as set forth in Section IX of this Lease. The Parties may mutually agree to terminate this Lease in writing for any reason.

8.1 *Surrender of Property.* At the termination of this Lease, Tenant agrees to quit and deliver the Premises peaceably and quietly to Landlord, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease. The Tenant shall surrender the Premises in as good state and condition as delivered to Tenant at the commencement of this Lease, reasonable use and wear thereof expected.

IX. DEFAULT

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

- (a) The rent of any other sum of money payable under this Lease, whether to Landlord or otherwise, is not paid within thirty (30) days of the due date.
- (b) Tenant's interest in the Lease of the Premises shall be subjected to any attachment, levy, or sale pursuant to any order or decree entered against Tenant in any legal proceeding and such order or decree shall not be vacated within thirty (30) days of entry thereof; unless with respect to any attachment, levy or sale, which cannot be vacated within thirty (30) days, Tenant in good faith shall have commenced and thereafter shall continue to diligently pursue the vacation of such order or decree by lawful means.
- (c) Tenant breaches or fails to comply with any term, provision, condition, or covenant of this Lease, other than the payment of rent, or with any of the rules and regulations now or hereafter established from time to time by the Landlord to govern the operation of the building and such breach or failure to comply is not cured within ten (10) days after written notice of such breach or failure to comply is given to Tenant.

9.2 *Remedies of Landlord.* Upon the occurrence of an event of default by Tenant other than a failure of Tenant to timely pay a sum that is due and payable, Landlord shall notify Tenant in writing of the event of default, and Tenant shall have thirty (30) days to cure said default. Failure to cure may result in Landlord terminating the Lease with a thirty (30) day written notice. Landlord agrees that there are no other remedies

Landlord Initials _____ Tenant Initials _____

available and Landlord shall not have the right to request additional funds from Tenant for any reason if Lease is being terminated due to a default.

9.3 *No Waiver.* No course of dealing between Landlord and Tenant or any failure or delay on the part of Landlord in exercising any rights of Landlord under any provisions of this Lease shall operate as a waiver of any rights of Landlord, nor shall any waiver of a default on one occasion operate as a waiver of any subsequent default or any other default. No express waiver shall affect any condition, covenant, rule or regulation other than the one specified in such waiver and that one only for the time and in the manner specifically stated.

9.4 *No Election of Remedies.* The exercise by Landlord of any right or remedy shall not prevent the subsequent exercise by Landlord of other rights and remedies. All remedies provided for in this Lease are cumulative and may, at the election of Landlord, be exercised alternatively, successively, or in any other manner, and Landlord agrees it is limited in its remedies to those provide for in this Lease.

9.5 *Abandonment.* Tenant shall not be considered to have abandoned or vacated the Premises as long as Tenant continues to pay rent and fulfill all other obligations of this Lease, regardless of whether Tenant is actually continuously occupying the space or not, unless Tenant gives notice of termination if and as allowed by this Lease. If Landlord's right of entry is exercised following abandonment of the Leased Premises by Tenant, then Landlord may consider any personal property belonging to Tenant and left on the Leased Premises to have been abandoned, in which case Landlord may dispose of all such personal property in any manner Landlord shall deem proper and is hereby relieved of all liability for doing so.

X. SALE OF PREMISES. In the event the Landlord hereunder, or any successor owner of the Premises, shall sell or convey the Premises, all liabilities and obligations on the part of the Landlord, or such successor owner, under this Lease accruing thereafter shall remain for a minimum sixty (60) days or the Tenant may enter into a new Lease with the successor owner.

10.1 *First Right of Refusal.* The Parties agree that if the Landlord desires to sell the Premises at any time, then the Landlord shall first offer to the Tenant the ability to purchase the Premise at fair market value as determined by a South Carolina licensed appraiser. The Landlord shall provide to Tenant in writing the desire to sell, and Tenant shall have sixty (60) days to provide a written response.

XI. COMPLIANCE WITH LAWS. Tenant shall comply, at its own expense, with all statutes, regulations, rules, ordinances and orders of any governmental body, department, or agency thereof which apply to or result from Tenant's use of the Premises.

XII. INSURANCE LIABILITY AND INDEMNIFICATION

12.1 *Insurance Liability.* Landlord has obtained Premise Liability Insurance, which does not cover Tenant's possessions or Tenant's negligence. Tenant must obtain an Insurance Policy, in an amount of no less than \$1,000,000 in general liability, or other appropriate policies to cover damage or loss resulting from Tenant's negligence. Tenant shall name Landlord as an additional party in any and all insurance policies and shall provide Landlord with a copy of all policies.

12.2 *Indemnity.* Landlord hereby agrees to indemnify and hold harmless Tenant 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.

Landlord Initials _____ Tenant Initials _____

- 12.3 *Liens.* If any mechanic's or other lien is filed against the Premises for work claimed to have been for or materials furnished thereto, such lien shall be discharged by Tenant within Ten (10) days thereafter, at Tenant's expense by full payment thereof by filing a bond required by law. Tenant's failure to do so shall constitute a material default hereunder.

XIII. MISCELLANEOUS PROVISIONS

- 13.1 *Notices.* Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Lease 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 TENANT: Beaufort County
Attn: Beaufort County Administration
Post Office Box 1228
Beaufort, SC 29901

Copy To: Beaufort County
Attn: Beaufort County Parks and Recreation Director
Post Office Box 1228
Beaufort, SC 29901

AS TO LANDLORD: _____

- 13.2 *Entire Agreement.* This Lease constitutes as the sole and entire agreement of Landlord and Tenant and no prior or contemporaneous oral or written representations or agreements between the parties affecting the Premises shall have any legal effect.
- 13.3 *Counterparts.* This Lease may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.
- 13.4 *Severability.* If any portion of this Lease shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Lease is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.
- 13.5 *Amendment.* This Lease cannot be amended orally or by a single party. No amendment or change to this Lease shall be valid unless in writing and signed by both Parties to this Lease.
- 13.6 *Captions.* The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.
- 13.7 *Successors and Assigns.* The provisions of this Lease shall inure to the benefit of and be binding upon Landlord and Tenant, and their respective successors, heirs, legal representatives, and assigns.

Landlord Initials _____ Tenant Initials _____

- 13.8 *Applicable Law.* The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Lease; and, of any personal guarantees given in connection with this Lease.
- 13.9 *Authority.* Each individual and entity executing this Lease 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 Lease to the terms hereof.
- 13.10 *Force Majeure.* Except for timely Rent payment, Landlord or Tenant shall not be in default hereunder when performance of any term or condition is prevented by a cause beyond its control.
- 13.11 *Time is of the Essence.* Time is of the essence of this Lease.
- 13.12 *Quiet Enjoyment.* Landlord hereby covenants, warrants and agrees that so long as Tenant is performing all of the covenants and agreements herein stipulated to be performed on the Tenant's part, Tenant shall at all times during the lease term have the peaceable quiet and enjoyment and possession of the Premises without any manner of hindrance from Landlord or any person or persons lawfully claiming the Premises, or any part thereof.

(Signature Page to Follow)

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 Lease to be executed on the date first written above.

LANDLORD (Dale-Lobeco Community Center):

Witness

By: _____
Its: _____

Witness

TENANT:

Witness

Michael Moore
Beaufort County Administrator

Witness

Landlord Initials _____ Tenant Initials _____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 24.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT REGARDING AFFORDABLE HOUSING
MEETING NAME AND DATE:
Finance, Administration & Economic Development Committee; February 18, 2025.
PRESENTER INFORMATION:
Hank Amundson, Special Assistant to the County Administrator 5 Minutes
ITEM BACKGROUND:
September 26, 2022 County Council adopted Resolution 2022/51 authorizing the County Administrator to enter into an intergovernmental agreement with Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Beaufort, City of Hardeeville, and the Town of Yemassee.
PROJECT / ITEM NARRATIVE:
Due to developments since the creation of the RHTF and the execution of the intergovernmental agreement, the government entities desire to amend the original intergovernmental agreement to: (1) remove the reference to the "William C. Mescher Local Housing Trust Fund Enabling Act"; (2) include a definition of the "Beaufort Jasper Housing Trust, Inc."; (3) further define the terms and responsibilities of the Oversight Board; (4) include additional conditions regarding the Term and Termination of the Agreement; and (5) amend terms regarding the Administration and Fiscal Agent related to the RHTF.
FISCAL IMPACT:
No fiscal impact
STAFF RECOMMENDATIONS TO COUNCIL:
Authorize the County Administrator to execute an amendment to an intergovernmental agreement regarding affordable housing.
OPTIONS FOR COUNCIL MOTION:
Motion to recommend approval of the Resolution and move forward to Council. Motion to recommend denial of the Resolution to Council.

RESOLUTION 2022/51

A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH JASPER COUNTY, TOWN OF HILTON HEAD ISLAND, TOWN OF BLUFFTON, TOWN OF PORT ROYAL, CITY OF BEAUFORT, CITY OF HARDEEVILLE, AND THE TOWN OF YEMASSEE TO JOINTLY CREATE, FUND, AND OPERATE A REGIONAL HOUSING TRUST FUND

WHEREAS, Beaufort County (the “County”), Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board (“SoLoCo”); and

WHEREAS, SoLoCo desires to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of the City of Beaufort, Town of Port Royal and Town of Yemassee (collectively referred to as the “Parties”) to also participate in a Regional Housing Trust Fund (“RHTF”); and

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

WHEREAS, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent; and

WHEREAS, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo thereafter; and

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501(c)(3) Regional Housing Trust Fund in accordance with legislation passed by the South Carolina State Legislature known as the “William C. Mescher Local Housing Trust Fund Enabling Act” which, inter alia, allows for the establishment of RHTFs among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (hereinafter “Agreement”) is to authorize the Parties to jointly create, fund, and operate a RHTF and an oversight board to improve affordable housing; and

WHEREAS, an Intergovernmental Agreement Regarding Affordable Housing has been drafted for the purposes set forth above and is attached to this Resolution as “Exhibit A” and incorporated herein by reference; and

WHEREAS, the County wishes to contribute \$1,119,523 which is an amount equal to three (3%) percent of the American Rescue Fund Act funds; and

WHEREAS, funding contributions in succeeding years will be in proportion to the population of the participating jurisdictions as outlined within the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Beaufort County Council that the County Administrator is authorized to enter into an intergovernmental agreement, substantially similar to Exhibit A attached hereto and incorporated herein by reference, with Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Hardeeville, City of Beaufort, and Town of Yemassee to contribute funding for the Regional Housing Trust Fund.


DONE this 26th day of September 2022

BEAUFORT COUNTY, SOUTH CAROLINA



Joseph Passiment, Chairman

ATTEST:



Sarah Brock, Clerk of Council

EXHIBIT A

STATE OF SOUTH CAROLINA)	
)	INTERGOVERNMENTAL AGREEMENT
COUNTY OF JASPER)	REGARDING AFFORDABLE HOUSING
COUNTY OF BEAUFORT)	

THIS INTERGOVERNMENTAL AGREEMENT is entered into with an effective date of _____, 2022 by and among Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, the City of Hardeeville and the Town of Yemassee (collectively referred to as "the Parties").

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and City of Hardeeville belong to a regional association that seeks to identify problems and opportunities that face the entire southern low country as identified by each member jurisdiction known collectively as the Southern Lowcountry Regional Board ("SoLoCo"); and

WHEREAS, the member Parties of Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, and the City of Hardeeville, known collectively as the Southern Lowcountry Regional Board ("SoLoCo"), desired to expand the regional housing trust fund study area by inviting the member parties making up the Northern Regional Plan Committee of City of Beaufort, Town of Port Royal and Town of Yemassee to also participate in the initiative; and

WHEREAS, the Parties recognize that decent, affordable housing is important in that it fulfills a basic human need for shelter, contributes to the well-being of families, provides stability which may lessen the catalysts of physical illness and mental illness and stress, and is a critical component of the economic vitality of the region to attract and retain employees in the local workforce; and

WHEREAS, private enterprise and investment has not produced, without government assistance, the needed construction of sanitary, decent, and safe residential housing that people with lower incomes can afford to buy or rent; and

WHEREAS, the Parties commissioned an analysis of regional housing needs and a recommendation report which was completed August 2021 by Asakura Robinson and presented to SoLoCo; and

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501c(3) Regional Housing Trust Fund ("RHTF") in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and

WHEREAS, the purpose of this intergovernmental agreement (hereinafter "Agreement") is to authorize the parties to jointly create, fund, and operate a regional housing trust fund and an Oversight board to improve affordable housing;

NOW, THEREFORE, for and in consideration of these premises and the mutual covenants set forth below, the Parties hereto hereby agree as follows:

Section 1 Definitions.

For purposes of this Agreement:

- a. "Affordable housing" means residential housing for rent or sale that is appropriately priced for rent or sale to a person or family whose income does not exceed one hundred percent (100%) of the median income for the local area, with adjustments for household size, according to the latest figures available from the United States Department of Housing and Urban Development (HUD). Projects serving households with income at or below 60% of the Annual Median Income will receive priority consideration.
- b. "Regional housing trust fund" (RHTF) means a multi-jurisdictional government fund separate from the general fund and established jointly by the governing authorities of one or more municipalities or county governments with one or more dedicated sources of public revenue and authorized expenditures as provided in this chapter.
- c. "Special needs housing" means housing or shelter provided by private or public entities including privately operated elderly housing, nursing homes, community residential care facilities, and other special needs population housing facilities regardless of purpose or type of facility.

Section 2 Priorities.

The priorities identified in the Asakura Robinson study of August 2021 are hereby adopted as follows:

- a. Providing accessible, affordable housing to the region to support the workforce in the service economy, as well as others with high housing cost burdens.
- b. Overcoming barriers to affordable development, such as financial gaps and land availability.
- c. Ensuring a regional approach for affordable housing that addresses the needs of each jurisdiction, while meeting important strategic goals for housing location.
- d. Understanding the tools and resources available to Housing Trust Funds through various state and federal laws and regulations.
- e. Identifying a stable and reliable dedicated revenue source.

Section 3 Funding.

- a. SC Code Section 31-22-30, as amended, provides that "a local government, including a municipality or county, may jointly form a regional housing trust fund by ordinance. A regional housing trust fund created under this chapter is subject to the same requirement and has the same power as a local housing trust fund created by an individual local government".
- b. The Parties agree the RHTF established by this Agreement shall be funded for a period of ten (10) years with annual contributions by the Parties apportioned based on annual census population numbers. See Attachment A for Year 1 apportionment. Apportionment for Years 2-9 shall be

updated annually after the population census numbers are released and documented via written amendment to this Agreement to be signed by all the Parties.

- c. Funding shall be committed via the Parties' budgeting authority. Sources of these funds include, but are not limited to, one or more of the following:
 - i. donations;
 - ii. bond proceeds; and
 - iii. grants and loans from a state, federal, or private source.
 - iv. any other public funds which may be lawfully used to support Affordable Housing.
- d. Alternate sources of funding for the RHTF

The Parties may alter a source of funding for the regional housing trust fund by amending the ordinance(s) that establish financing for the regional housing trust fund, but only if sufficient funds exist to cover the projected debts or expenditures authorized by the regional housing trust fund in its budget. State law does not create, grant, or confer a new or additional tax or revenue authority to a local government or political subdivision of the State unless otherwise provided by the law of this State. Each Party will make an initial contribution to the RHTF based on the Chart outlined in Attachment A.
- e. The Parties shall safeguard the fund in the same manner as the general fund or a separate utility fund established for specific purposes. The RHTF may be included in the required financial expense reports or annual audit for each local government.
- f. The Parties may allocate funds to a program that promotes the development or rehabilitation of affordable housing as defined in the state enabling legislation. Regarding the distribution of funds from a regional housing trust fund, preference must be given to a program or project that promotes the development or rehabilitation of affordable housing for an individual or family with an annual income at or below one hundred percent of the median income with priority consideration being given to projects serving those individuals or families with incomes at or below sixty (60) percent of the median income for the local area, adjusted for family size according to current data from HUD, the development or rehabilitation of special needs housing, or the development or rehabilitation of homeless housing.
- g. RHTF funds may be used to match other funds from federal, state, or private resources, including the State Housing Trust Fund. The Parties shall seek additional resources for housing programs and projects to the maximum extent practicable. The Parties shall administer the RHTF through a new or existing nonprofit organization to encourage private charitable donation to the funds. Where a regional housing trust fund receives such a donation, the donation must be used and accounted for in accordance with the purpose as established by the RHTF Oversight Board and in accordance with State statutes.
- h. A regional housing trust fund established, utilized, or funded under this Agreement and enabling ordinances must provide an annual report to the Parties that created the fund and attested to this agreement. Minimum requirements for such said report is outlined in Attachment B. The

regional housing trust fund director must offer to present to each Parties' Council the annual report details and make the report available to the public by posting it on the appropriate website of the member local governments. Any alteration or amendment to such governing documents must conform to the provisions of the enabling legislation

- i. The Parties agree that projects funded by the RHTF will be judged on their merits and that funding and location of those projects will vary from year to year; and

Section 4 Operations.

- a. Each Party shall appoint one (1) representative to serve a two-year term on the Regional Housing Trust Oversight Board ("the Board") for so long as they remain a financial contributing party. The director of the regional housing trust fund will serve as Ex Officio member of the Board. The ninth appointee would be an at large representative agreed upon by the Parties making the membership a total of nine representatives. Board Members shall represent a diverse field of experts familiar with affordable housing, real estate, and local government housing priorities. No elected officials may serve on the Oversight Board.
- b. Meetings will be held six times per year.
- c. Board responsibilities include:
 - i. Providing feedback on community needs, serving as an advocate for affordable housing and the RHTF, connecting the Administrative Operating Contractor with community resources, and acting as a direct liaison between the RHTF and the local government entity.
 - ii. Drafting and adopting bylaws for the operation of the Board within six (6) months of the creation of the RHTF; By-laws shall address how a member Party may terminate their participation and funding, including how that termination will or could impact RHTF projects in their jurisdiction, and the methodology for complete dissolution of the RHTF if a voting majority of the Parties agree; By-laws shall address how a quorum is established, a meeting and reporting schedule, and any other requirements as defined by State statute
 - iii. Make decisions on how the RHTF will operate to include whether to establish a 501(c)3, hire employees, contract with a Certified Development Financial Institution (CDFI), or other method agreed upon by a majority of the Board, manage the operations of the RHTF to include hiring, firing, potential contracts, and other items that require approval as outlined in adopted bylaws.
 - iv. Allocating other permissible funds to projects including, but not limited to, impact fee waivers, water and sewer impact fees,
 - v. Develop an annual budget with projected revenues and expenditures.
 - vi. Define types of projects eligible for funding.

Section 5 Term and Termination.

The term of this Agreement shall be ten (10) years from the date of full execution by the Parties which shall be understood to be the date first set forth above. This Agreement may be renewed for another ten (10) year term as agreed to in writing by the Parties. Termination of the Agreement in whole may only occur via dissolution of the RHTF.

Section 6 Fiscal Agent.

Beaufort County will contract with Community Works to serve as the fiscal agent and will manage the financial relationship with the Parties, Community Works and the Board. Beaufort County will provide financial reports on a quarterly basis to the Parties.

Section 7 Notices.

All notices required or permitted under this Agreement shall be in writing. All notices and payments shall be sent to the official main address of the member parties or to such other address as may from time to time be designated by written notice or via email with confirmation of email delivery receipt. Notices shall be deemed delivered when five (5) days after deposit in U.S. registered mail, postage prepaid, addressed to the other party or upon confirmation of email delivery receipt.

Section 8 Governing Law and Severability Clause.

This Agreement is governed and interpreted in accordance with the laws of the State of South Carolina. Any and all disputes between the Parties that may arise pursuant to this Agreement shall be brought and fully litigated in a court of competent jurisdiction located in Beaufort County, South Carolina. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each such term, covenant or condition of this Agreement shall be valid and enforceable to the full extent permitted by law. The stricken provision of this Agreement shall be enforced to the maximum extent permissible so as to affect the intent of the Parties, and the remainder of this Agreement shall continue in full force and effect.

Section 9 Assignment.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors, heirs, administrators, representatives, and assigns. However, this provision shall not be construed to permit or allow assignments not otherwise allowed under this Agreement.

Section 10 Miscellaneous.

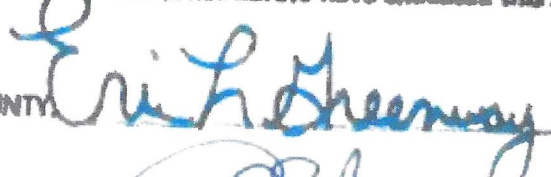
This IGA expresses the complete agreement and understanding of the undersigned parties, and any and all prior or contemporaneous oral agreement or prior written agreement regarding the subject matter hereof shall be merged herein and then extinguished. The captions and headings used in this IGA are for convenience only and do not in any way limit, amplify, or otherwise modify the provisions of this IGA. As used in this IGA, the masculine, feminine or neuter gender and the singular or plural number shall each include the others whenever the context so indicates. This IGA may be executed in multiple counterparts, each of which shall be deemed an original but all of which, taken together, shall constitute the same instrument.

Section 11 Authorization and Execution.

This AGREEMENT is signed by the authorized representatives of the Parties set forth below, and is effective as of the date first set forth above.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as set forth below.

BEAUFORT COUNTY



date:

10-20-22

JASPER COUNTY:



date:

11/21/2022

THE TOWN OF HILTON HEAD ISLAND:



date:

11-7-2022

THE CITY OF BEAUFORT:



date:

10-28-22

THE TOWN OF BLUFFTON:



date:

11/9/2022

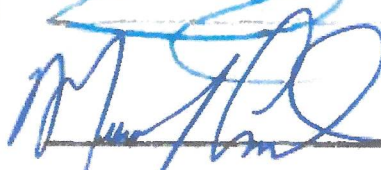
THE TOWN OF PORT ROYAL:



date:

11/1/22

THE CITY OF HARDEEVILLE:



date:

11/14/2022

THE TOWN OF YEMASSEE:



date:

11/21/2022

Attachment A

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

*Year 1 = 3% of American Rescue Plan funds

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

Attachment B

Reporting Requirements

The annual report will be provided to RHTF Oversight Board by the Operating Administrator and/or staff responsible for managing and administering the Fund as outlined in a separate operating agreement between the two parties. The annual report must include, at a minimum, the following metrics:

- 1) Impact Data: the project names and location funded in each participating jurisdiction, the amount of funding provided per project, the number and type of dwelling units built/or preserved in each funded project along with an affordability percentage breakdown, and demographic data where available.
- 2) Financial Data: the accounting of revenues and expenditures of the fund, additional funding raised to support the RHTF including additional project capital and operating investments, project leveraging amounts and other inkind or financial support provided to support the purpose of the fund.
- 3) Where feasible and available, success stories and project highlights, including pictures and testimonials.

RESOLUTION 2025/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT REGARDING AFFORDABLE HOUSING**

WHEREAS, on September 26, 2022, Beaufort County Council (“County Council”) adopted Resolution 2022/51 which authorized the County Administrator to enter into an intergovernmental agreement with Jasper County, Town of Hilton Head Island, Town of Bluffton, Town of Port Royal, City of Beaufort, City of Hardeeville, and the Town of Yemassee, collectively hereinafter referred to as the “Government Entities”. The purpose of the agreement with the Government Entities was to jointly create and fund a regional housing trust fund (“RHTF” or “Fund”), to establish an Oversight Board for the Fund, and to contract with Community Works to provide for the managerial and administrative, day-to-day operation of the Fund; and

WHEREAS, Resolution 2022/51 incorporated an exhibit entitled Intergovernmental Agreement Regarding Affordable Housing (“Agreement”). The Agreement was executed by the Government Entities and was made effective on October 28, 2022; and

WHEREAS, due to developments since the creation of the RHTF and the execution of the Agreement, the Government Entities desire to amend the Agreement to: (1) remove the reference to the “William C. Mescher Local Housing Trust Fund Enabling Act”; (2) include a definition of the “Beaufort Jasper Housing Trust, Inc.”; (3) further define the terms and responsibilities of the Oversight Board; (4) include additional conditions regarding the Term and Termination of the Agreement; and (5) amend terms regarding the Administration and Fiscal Agent related to the RHTF. The aforementioned amendments to the Agreement are reflected in Exhibit A attached hereto and incorporated herein by reference; and

WHEREAS, County Council supports the desire of the Government Entities and finds the desired amendments to the Agreement, as reflected in Exhibit A, are in the best interest of the continued success for the RHTF.

NOW, THEREFORE, BE IT RESOLVED by the Beaufort County Council authorizing the County Administrator to execute an amendment, as shown in Exhibit A attached hereto and incorporated herein by reference, to an intergovernmental agreement regarding affordable housing.

DONE this _____ day of _____, 2025

BEAUFORT COUNTY, SOUTH CAROLINA

Alice Howard, Chairman

ATTEST:

Sarah Brock, Clerk of Council

STATE OF SOUTH CAROLINA)	
)	AMENDMENT TO AN
COUNTY OF JASPER)	INTERGOVERNMENTAL AGREEMENT
COUNTY OF BEAUFORT)	REGARDING AFFORDABLE HOUSING

THIS AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT REGARDING AFFORDABLE HOUSING (“Amendment”) is entered into with an effective date of _____, 20____ (“Effective Date”) by and among Beaufort County, Jasper County, the Town of Hilton Head Island, the Town of Bluffton, the City of Beaufort, the Town of Port Royal, the City of Hardeeville and the Town of Yemassee; collectively hereinafter the “Parties”; and

WHEREAS, the Parties entered into an Intergovernmental Agreement Regarding Affordable Housing dated October 28, 2022 (“Agreement”), for the purposes of authorizing the Parties to jointly create, fund, and operate a regional housing trust fund and oversight board to improve affordable housing in the region; and

WHEREAS, the Parties desire to enter into this Amendment in order to further the purpose of the Agreement.

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

1. The recitals shall be amended to remove reference to the “William C. Mescher Local Housing Trust Fund Enabling Act”, the specific language to be removed is stricken through and shown as follows:

WHEREAS, the Asakura Robinson report recommended the establishment of a non-profit 501(c)(3) Regional Housing Trust Fund ("RHTF") ~~in accordance with legislation passed by the South Carolina State Legislature known as the "William C. Mescher Local Housing Trust Fund Enabling Act" which, inter alia, allows for the establishment of Regional Housing Trust Funds among local governments; and~~

2. Section 1 “Definitions” shall be amended to include the following additional term:

d. “Beaufort Jasper Housing Trust, Inc” means a 501(c)(3) organization as defined by the Internal Revenue Code of 1986 which has been created and operates under the authority of this Agreement; and exclusively for the purpose of providing administrative, management and financial services furthering the goals and desires stated in this Agreement; hereinafter referred to as “BJHT, Inc.”. Any terms or conditions in this Agreement that reference a 501(c)(3) shall apply to BJHT, Inc. regardless if BJHT, Inc. is explicitly referenced.

3. Section 4 “Operation” shall be amended to replace any reference to “Board” with “Oversight Board”.

4. Section 4 “Operation” shall be amended to include the following additional terms and conditions:

a. Each Party shall appoint one (1) representative to serve a three-year term on the Regional Housing Trust Oversight Board ("Oversight Board") for so long as they remain a financial contributing party. The director of the regional housing trust fund will serve as Ex Officio member of the Oversight Board. The ninth appointee would be

an at large representative agreed upon by the Parties making the membership a total of nine representatives. Oversight Board Members shall represent a diverse field of experts familiar with affordable housing, real estate, and local government housing priorities. No elected officials may serve on the Oversight Board.

Any 501(c)(3) providing administrative, management and financial services for the RHTF, including BJHT Inc., shall be permitted to add members to its Board of Directors ("501(c)(3) Board"), in accordance with the recommendations from the Asakura Robinson Study. All action items coming before the 501(c)(3) Board utilizing any amount of RHTF monies shall require approval by a majority vote of the Oversight Board. The Oversight Board shall include representatives from each of the Parties.

The Parties acknowledge and agree that each Party's representative on the Oversight Board is responsible for expressing the recommendations, opinions and desires of the individual government entity. Each Oversight Board representative shall provide regular updates to the individual government entity being represented and shall ensure the individual government entity remains informed of projects, funding and status of the 501(c)(3).

5. Section 5 "Term and Termination" shall be removed and replaced as follows:

- a. *Term. The term of this Agreement shall be ten (10) years from the date of full execution of the Agreement by the Parties which shall be understood to be the date first set forth above. This Agreement may be renewed for another ten (10) year term as agreed to in writing by the Parties.*
- b. *Termination. The termination of this Agreement in whole may only occur via dissolution of the RHTF.*
- c. *Removal of a Single Party. If at any time a single Party to this Agreement decides it is in its best interest to no longer be a party to this Agreement, then the Party shall provide written notice to the remaining Parties. The Parties shall amend this Agreement to remove the Party. Following the removal of a Party, the funds previously contributed by said Party and any funds required to be paid for the fiscal year shall remain with the RHTF. The said Party shall no longer be required to contribute funds in the next fiscal year.*
- d. *Dissolution of 501(c)(3). Following a dissolution of the 501(c)(3), or when notice of dissolution of the 501(c)(3) is communicated in writing to the Parties, including the dissolution of BJHT, Inc., the Parties agree one of the following actions must be taken ("Dissolution Options"):*
 - i. *Option 1. All funds associated with the RHTF shall be immediately transferred to Beaufort County to be held in an escrow account. The Parties agree that for purposes of this Section, Beaufort County has the authority to disburse funds only for previously approved projects or active projects at the time of the dissolution. Beaufort County shall provide quarterly financial reports to the*

other Parties. Following the transfer of funds, the Parties may agree in writing a successor to act as the administrator, manager and fiscal agent of the RHTF; or take any other action available and agreed upon in writing by the Parties.

- ii. Option 2. Prior to the dissolution date, the Parties shall discuss options for a successor to act as the administrator, manager, and fiscal agent of the RHTF; and each Party's recommendation shall be presented to the 501(c)(3) Board through their representatives on the Oversight Board. If the recommended successor is approved by the Oversight Board, then Beaufort County may contract with the approved successor if necessary. Following approval of a successor, the RHTF funds, administration and management shall be transferred to the approved successor.*

The Parties agree that each Party shall express its preferred Dissolution Option to its Board representative, whereby said representative shall express said Dissolution Option preference by voting appropriately at a Board meeting during the dissolution process.

- 6. Section 6 "Fiscal Agent" shall be removed and replaced as follows:

Section 6 Administration and Fiscal Agent.

The Parties agree a 501(c)(3), including BJHT, Inc., shall act as the fiscal agent of the RHTF. The entity shall manage the financial relationship with the Parties and is solely responsible for providing the reports to each Party as required in this Agreement.

- 7. Miscellaneous.
 - a. Except as specifically amended herein, all other terms and conditions of the Agreement shall remain in full force and effect.
 - b. The Amendment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
 - c. This Amendment shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflict of laws principles.

This Amendment is signed by the authorized representatives of the Parties set forth below and is effective as of the Effective Date.

(Signature Page to Follow)

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment as set forth below.

BEAUFORT COUNTY: _____ date: _____

JASPER COUNTY: _____ date: _____

THE TOWN OF HILTON HEAD ISLAND: _____
date: _____

THE CITY OF BEAUFORT: _____ date: _____

THE TOWN OF BLUFFTON: _____ date: _____

THE TOWN OF PORT ROYAL: _____ date: _____

THE CITY OF HARDEEVILLE: _____ date: _____

THE TOWN OF YEMASSEE: _____ date: _____

BEAUFORT-JASPER COUNTIES

HOUSING TRUST FUND PROPOSAL AND IMPLEMENTATION PLAN



ASAKURA
ROBINSON

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ACKNOWLEDGMENTS

Study's Funding Jurisdictions

Thank you to the following jurisdictions for funding the Beaufort-Jasper Counties Regional Housing Trust Fund Study:

- Beaufort County
- Jasper County
- City of Beaufort
- Town of Bluffton
- City of Hardeeville
- Town of Hilton Head Island
- Town of Port Royal
- Town of Yemassee

Consultant Team

- Alexandra Miller, AICP, Asakura Robinson
- Brianna Frey, AICP, Asakura Robinson
- Jessica Williams, Asakura Robinson
- Kadence Novak, Asakura Robinson

Steering Committee

Thank you to the following volunteers who dedicated their time and local knowledge to help guide the Study, starting prior to the project kick off in January 2021, through August 2021.

- Alex Pinckney, *Jasper County Planning Commission*
- Allison Coppage, *Beaufort Memorial Hospital*
- Ben Boswell, *Beaufort County Human Services*
- Dale Thompson, *Compass Custom Homes*
- Dan Wood, *Town of Bluffton Town Council*
- David Prichard, *City of Beaufort*
- Eric Greenway, *Beaufort County*
- Greg Alexander, *Town of Yemassee*
- Heather Colin, *Town of Bluffton*
- Janet Gresham, *Beaufort Jasper County Realtors*
- Jean Beck, *Hilton Head Area Realtors*
- Jennifer Ray, *Town of Hilton Head Island*
- Linda Bridges, *Town of Port Royal*
- Lisa Wagner, *Jasper County*
- Matthew Garnes, *Town of Yemassee*
- Missy Yost, *Hardeeville Attainable Housing Task Force*
- Nakisha Johnson, *Beaufort Memorial Hospital*
- Pamela Frese, *Town of Port Royal*
- Phillip Cromer, *City of Beaufort*
- Robert Merchant, *Beaufort County*
- Scott Grooms, *Beaufort County*
- Shawn Colin, *Town of Hilton Head Island*
- Tedd Moyd, *Jasper County Neighbors United*
- Wendy Zara, *Town of Port Royal*

EXECUTIVE SUMMARY

Source: Post and Courier

Location: Charles

Purpose of this Report

This report provides recommended next steps emerging from Asakura Robinson's assessment of the regional need for a housing trust fund. The study's goal was to make recommendations for the process of forming, funding, and staffing a Regional Housing Trust Fund (RHTF). This study's key questions to answer were the following:

Revenue Sources:

What types of revenue sources can provide a sustainable, ongoing revenue source for the RHTF?

Uses of Funds:

How should funds be used to support affordability? What are the broad priorities of the RHTF?

Fund Governance and Partnerships:

How will regional governance of the fund work? How will it be staffed, and who will make up the board?

Project Criteria:

What does the RHTF consider "affordable"? What types of projects are eligible for funding? How long should properties remain affordable?

Strategic Planning Process 2021

During the study's project timeline, Asakura Robinson interviewed 20 local stakeholders from the public, private, and non-profit sectors and eight peer housing trust funds from across the US. Asakura Robinson facilitated five Steering Committee meetings, held monthly, on the first Thursday of every month. The Steering Committee provided local knowledge and support, and reviewed all deliverables, including

Memo #1:

- Existing Plan and Peer HTF Research;

Memo #2:

- Existing Conditions Mapping and Data Analysis; and the draft Implementation Plan.

Ongoing Efforts to Address Affordable Housing in the Region

Existing Plans were reviewed and local developers were interviewed to identify elements which are supportive or prohibitive for achieving the Housing Trust Fund's goals of affordable housing development. The following plans were reviewed:

- Beaufort Housing Needs Assessment: 2018
- Hardeeville Housing Task Force Report: 2019
- Housing Needs Assessment for Jasper County: 2008
- Jasper's Journey Comprehensive Master Plan: 2018
- Beaufort/Lowcountry Regional Consolidated Plan: 2016-2020
- South Carolina Qualified Action Plan: 2021
- Town of Hilton Head Island Workforce Housing Strategic Plan: 2019

What is a Housing Trust Fund?

A Housing Trust Fund is a fund established to support the production and/or preservation of affordable housing. The Housing Trust Fund is generally supported by the public sector (local and/or state governments) to fill gaps in the housing supply provided by the market. They are also supported by philanthropy and the private sector.

Housing Trust Funds are enabled at the state-level. The "William C. Merscher Local Housing Trust Fund Enabling Act" became effective on May 5, 2007. Any Housing Trust Fund in the state of South Carolina may allocate funds towards the development or rehabilitation of affordable housing. Preference must be given to projects with an affordability requirement of at or below fifty percent of the median income for the local area, or the development/rehabilitation of special needs housing, or the development/rehabilitation of homeless housing.

Key Priorities

During the study's duration, the consultant team conducted research and engaged with key stakeholders and the project Steering Committee to establish key priorities for a Beaufort-Jasper County Regional Housing Trust Fund. These priorities are described in greater detail in the report chapter, "Five RHTF Priorities":

Priority #1:

Providing accessible, affordable housing to the region to support the workforce in the service economy, as well as others with high housing cost burdens.

Priority #2:

Overcoming barriers to affordable development, such as financial gaps and land availability.

Priority #3:

Ensuring a regional approach for affordable housing that addresses the needs of each jurisdiction, while meeting important strategic goals for housing location.

Priority #4:

Understanding the tools and resources available to Housing Trust Funds through various state laws and regulations.

Priority #5:

Identifying a stable and reliable dedicated revenue source.

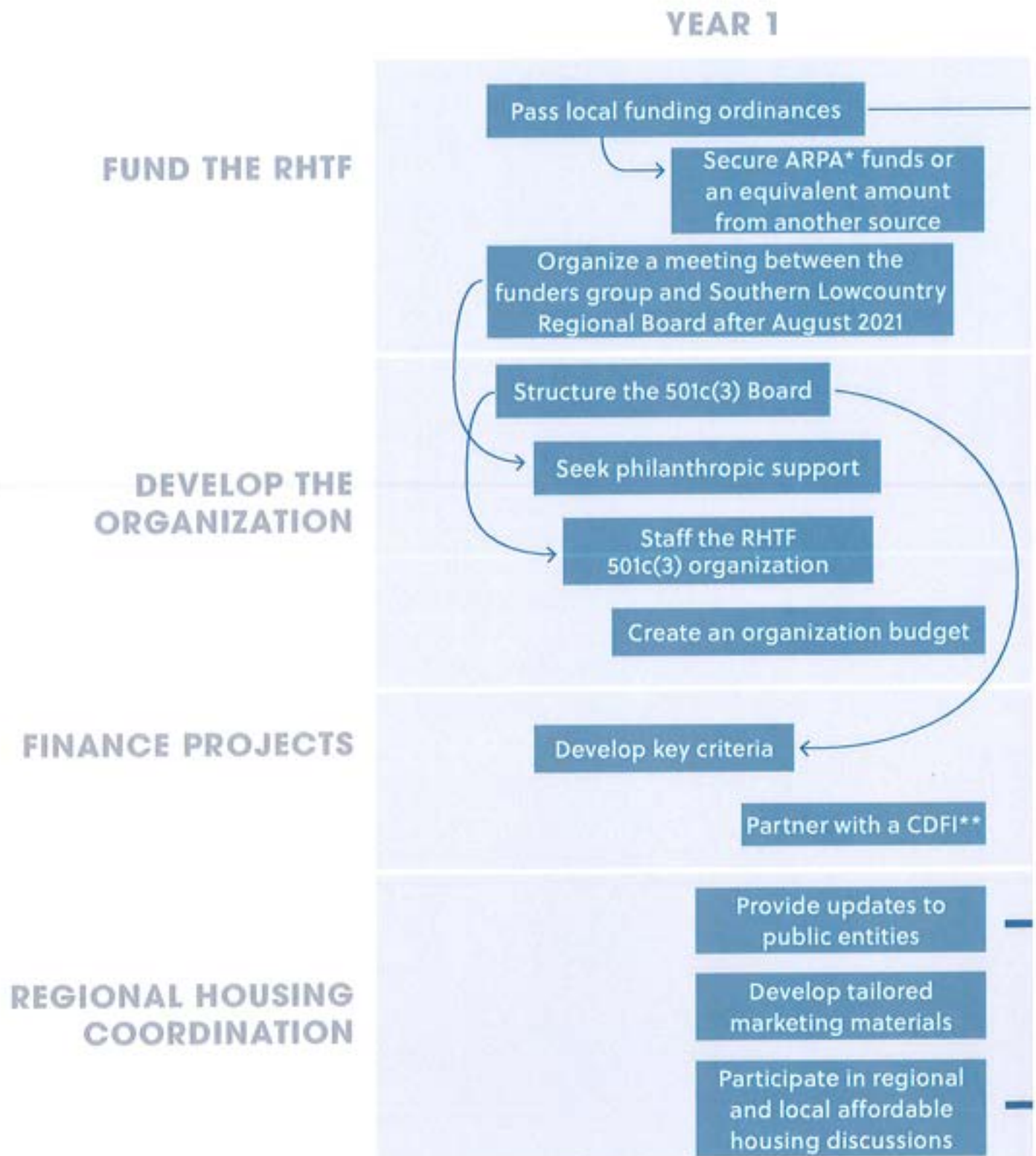
Action Plan Instructions and Timeline

This report provides the local jurisdictions and eventually, the newly formed RHTF 501c(3) staff members and board members, the necessary documents and next steps to fund and form the organization. The provided attachments are intentionally editable in order to accommodate any changes that occur in the funding process and organizational establishment.

The following timeline-based graphic displays the order in which next steps should be implemented. Preceding next steps build on one another; the participating jurisdictions should work to accomplish Step 1 in Year 1 and the RHTF should focus on making incremental progress towards the longer-term implementation.

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Action Plan Timeline

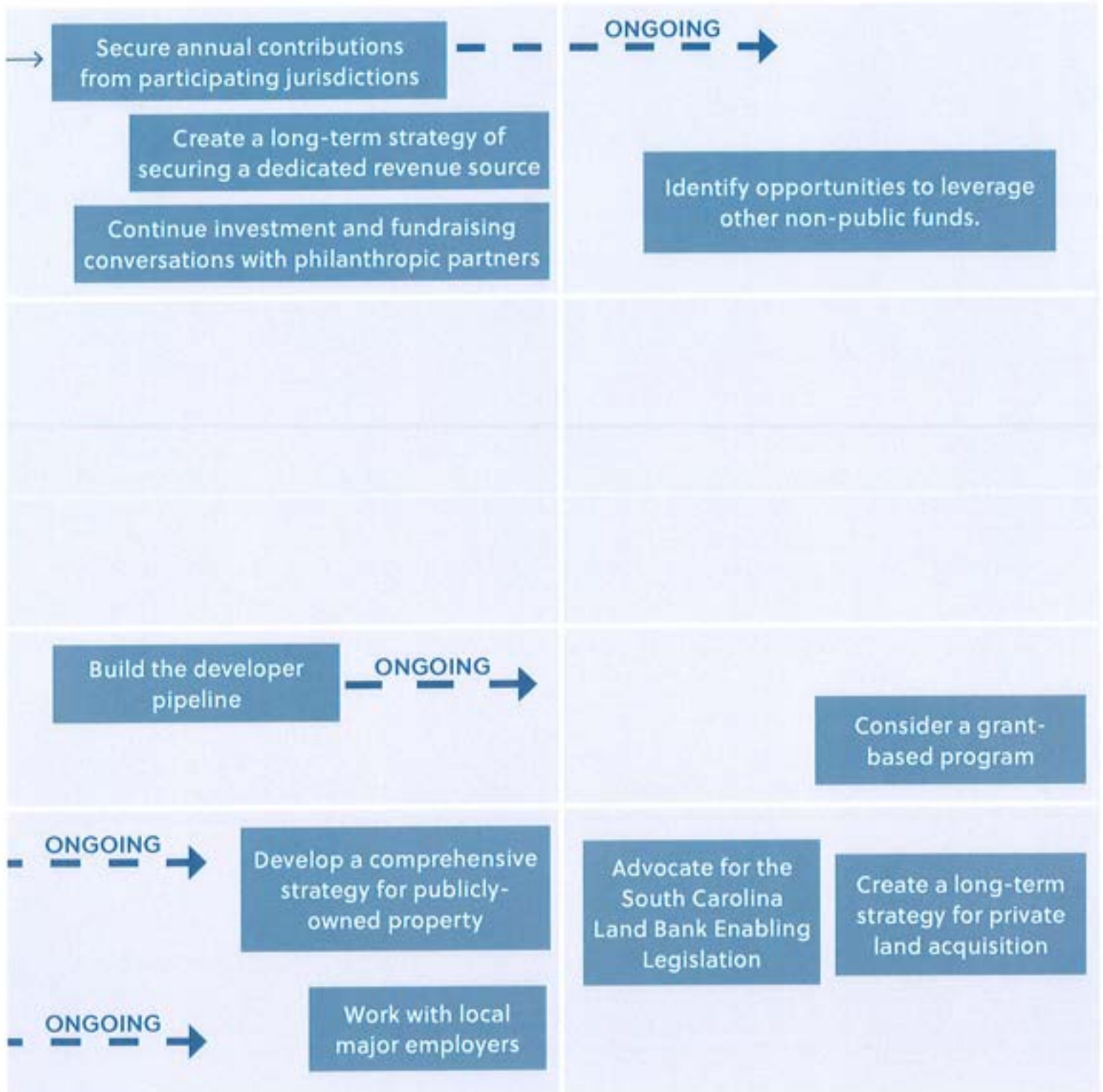


* ARPA- The American Rescue Plan Act of 2021 (ARPA)

** CDFI- Community Development Finance Institution

YEAR 2

YEAR 3





FIVE RHTF PRIORITIES

Source: Bluffton Today
Location: Bluffton

During the study's duration, the consultant team gained an understanding of the region's affordable housing needs and development trends to better understand the role the RHTF will have in meeting these needs in the Beaufort-Jasper County region.

1. The major need for affordable housing in the region is for households below 60% AMI or below \$49,000.

Jasper County and Beaufort County have very different Area Median Income (AMI) levels, based on HUD calculations of median income in each county. The presence of many higher-income households in Beaufort County means that its median income is \$81,500, while Jasper County's is \$46,000.

In order to help reconcile this difference and establish a regional standard for the income levels that the RHTF should serve, the team examined occupational and wage data for all industries in the two-county area. This examination showed that income levels across Beaufort and Jasper Counties have increased between 2010 and 2019, the industries do not provide wages high enough to meet the affordability threshold to afford median gross rent in the region. The four industries that employ the majority of people in the Hilton Head Island-Bluffton-Beaufort region (Food Preparation and Serving Related Occupations; Sales and Related Occupations; Office and Administrative Support Occupations; and Transportation and Material Moving Occupations) make up about 49.39% of all jobs in the region. On average, people employed in these industries earn between \$23,810 and \$39,110

annually. However, in order to afford the median gross rent, households in Beaufort County will need to earn at least \$48,080 and households in Jasper County will need to earn at least \$37,160 (Table 1, "Hilton Head Island-Bluffton-Beaufort Annual Mean Wages for Top 4 Employment Occupational Groups). Based on these results, the team recommended to the Steering Committee that the RHTF focus its efforts on housing for households below 60% AMI in either county, or households earning below \$49,000 per year.

Both Beaufort and Jasper counties have seen a 22% increase in gross rent between 2010 and 2019. As the population in the Beaufort and Jasper County region continues to increase, local officials will need to increase housing supply and ensure that supply is provided at appropriate costs for all residents. Building and preserving affordable housing for households with income levels below \$49,000 will serve those in the service industries, across both counties. (See Table 1).

2. There are development challenges related to infrastructure that affect the region's ability to provide increased housing supply overall, and especially affect provision of affordable housing. The RHTF can help close financing gaps related to infrastructure.

The region's notable growth pressure is pushing the limit on developable land, considering proximity to existing utilities and roadways, which is driving up land values, home values, and rent values. Future growth will continue to be adjacent to amenities and employment centers, which are ideal locations to co-

Table 1: Hilton Head Island-Bluffton-Beaufort (MSA) Annual Mean Wages for Top 4 Employment Occupational Groups (2019)

	Total Employment	Annual Mean Wage
Food Preparation and Serving Related Occupations	12,810	\$23,810
Sales and Related Occupations	10,800	\$39,110
Office and Administrative Support Occupations	10,380	\$35,830
Transportation and Material Moving Occupations	4,830	\$32,370
Beaufort County Household Income Needed to Afford Median Gross Rent	\$48,080	
Jasper County Household Income Needed to Afford Median Gross Rent	\$37,160	

Source: U.S. Bureau of Labor Statistics, 2019, Occupational Employment and Wage Statistics (OEWS) Survey.

locate affordable housing. However, undeveloped land along the growth centers of Highway 462 and Highway 21 does not always have the infrastructure to support future development, and development opportunities are also constrained by wetlands and floodplains. Meanwhile, development inside highly-populated areas and near existing job centers can be difficult due to zoning constraints and the high cost of land.

The RHTF will not initially have sufficient resources to support full-scale land development on previously undeveloped sites; this type of financing is better suited to a tax-increment financing arrangement or other similar mechanism. However, awareness of site constraints can help the RHTF target investment toward development opportunities that make strong use of available land for infill development in proximity to jobs, or with

proximity to transportation infrastructure and water and sewer utilities that can allow for strategic growth in the region's housing stock. It can also support with smaller-scale infrastructure challenges such as tap fees or connection fees for developments that are served by water and sewer systems.

3. Taking a regional approach to the provision of affordable housing is a best practice, but jurisdictions will need to agree on an approach that allows for strategic investment.

Participating jurisdictions will be providing local funds to the RHTF. These funds may finance projects within those jurisdictions or elsewhere in the region, based on whether the affordable housing project seeking financing meets the RHTF project criteria. This regional approach to affordable housing will help address the growing need for workforce housing, particularly for the region's intertwined service economy.

Ultimately, all jurisdictions are likely to see an economic benefit from the RHTF regardless of whether or not development takes place within their boundaries, because supporting the service economy is critical for all localities. However, some jurisdictions may find it difficult to invest without an understanding that their views on development types and locations will be represented as the RHTF seeks projects to fund. In order to ensure that all jurisdictions will have their views represented about development locations, the RHTF board should include appointed representatives from all contributing jurisdictions.

4. The RHTF has the ability to stimulate projects through accessible financing and/or provision of land.

Once the RHTF is funded, its main function will be to help ensure that affordable housing development can move forward in the region. The key challenges will be to fill the gaps -- including financial gaps, and gaps based on limited access to land and property -- that these affordable developments face today. Page 25 discusses the opportunities for filling financial gaps through provision of loans and/or grants.

The Steering Committee expressed interest in the RHTF acquiring land for future housing development. South Carolina does not have land bank legislation that could grant the RHTF special powers in acquiring real estate, such as rehabilitating blighted and acquiring tax delinquent property. However, it is still possible to establish an organization that purchases land or accepts donated land and reuses it for affordable housing purposes. For

example, the Greenville Housing Fund has a land banking program, at the time of this report. In order to implement an effective land banking program, the RHTF would first need to establish acquisition priorities, and to understand how much of the investment in land acquisition could revolve versus acting as direct subsidy for each project. These questions are best worked out once an organization and board are established. Therefore, the Steering Committee agreed that the easiest path forward in this situation is for the RHTF to act as a "clearinghouse" to help dispose of donated public properties, with opportunities to establish a direct acquisition program in the future.

Local governments in South Carolina do have fewer restrictions than other states with regard to land and property disposition. They can dispose of land and/or property on any terms that their council deems appropriate. This means that donation of public property and/or sale of property for less than fair market value to a RHTF would be possible.

5. The RHTF will need to identify a dedicated revenue source.

A stable and reliable dedicated funding source, such as a percentage or amount of public funds that are automatically deposited in the housing trust fund each year, provides a housing trust fund with a flow of resources that can aggregate and increase over time. A few peer Housing Trust Funds interviewed do not have a dedicated revenue source, and the lack thereof has hampered year-to-year investment planning and made it difficult to focus on housing deals exclusively, or to finance larger multifamily rental deals.



MISSION, VISION, AND OBJECTIVES

Source: Hilton Head Island Packet

Location: Hilton Head Island

The Mission

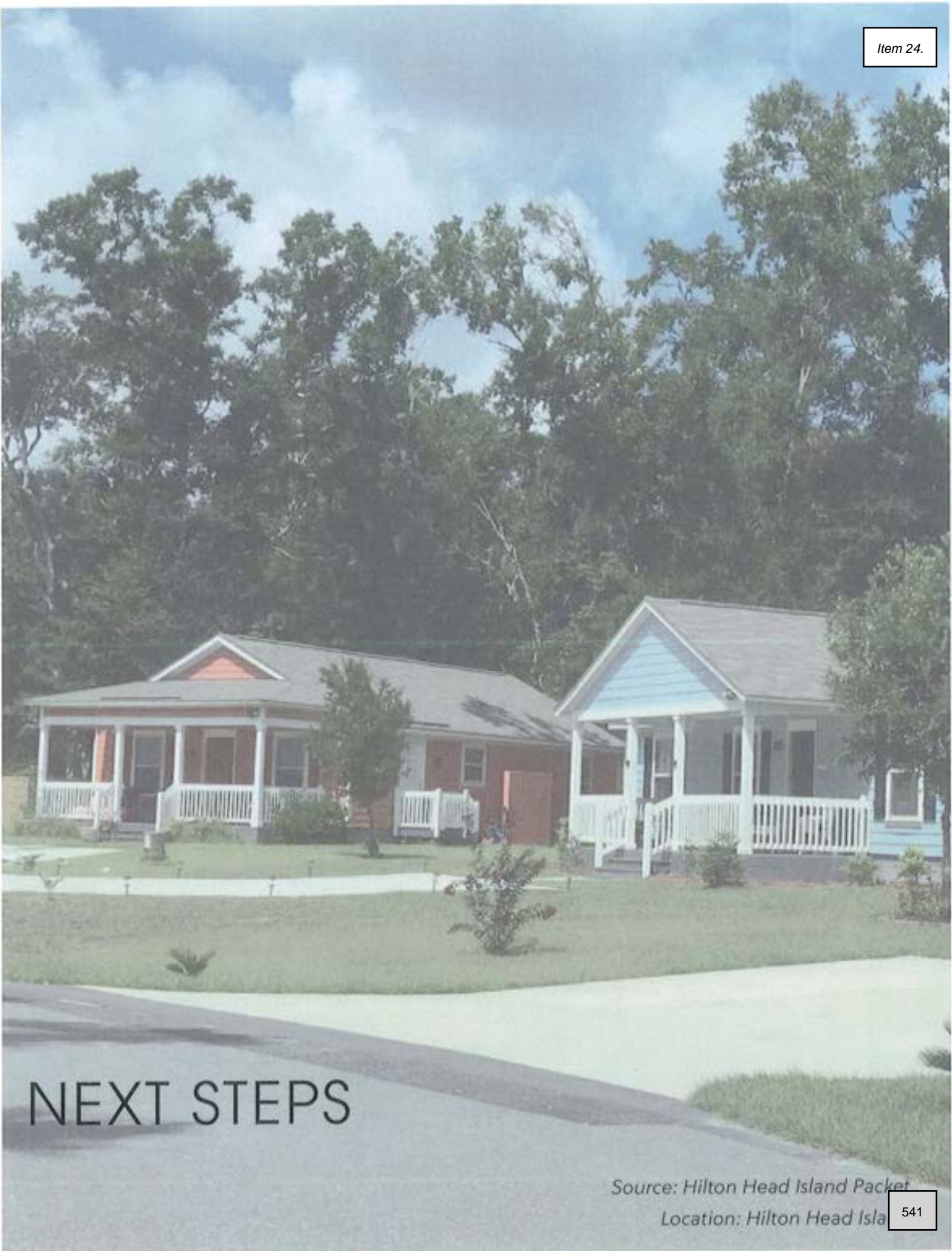
The mission of the Beaufort-Jasper Regional Housing Trust Fund is to create and preserve affordable housing in the Beaufort and Jasper Counties.

Vision

The vision of the Beaufort-Jasper Regional Housing Trust Fund is that regardless of their socio-economic status, individuals and families in Beaufort and Jasper Counties are able to remain in their homes or find high-quality, safe, well-maintained housing close to their place of employment.

Objectives

- Create new housing units or rehabilitate or preserve existing housing units for households at or below 120% of Area Median Income, with a strong focus on households at or below 60% of Area Median Income;
- Provide workforce housing for the growing Beaufort-Jasper economy;
- Help households maintain financial stability and build wealth by reducing the amount of money they must spend on housing and transportation;
- Strengthen relationships, build trust, and engage partners and stakeholders, ensuring an organized and collaborative approach to regional housing challenges;
- Increase awareness of existing and new financial products that serve the Beaufort-Jasper community; and
- Leverage outside funding from banks, corporations, philanthropic institutions, and federal, state and local governments.



NEXT STEPS

Source: Hilton Head Island Packet

Location: Hilton Head Island

Step 1: Fund the RHTF

Funding Timeline

- Final RHTF Proposal & Implementation Plan August 2021
- Commitment of Public Funding Sources Q4 2021
- Formalize Philanthropic Partnerships Q1 - Q3 2022
- Staffing of New Organization Q2 2022
- RHTF Public Launch: Accepting Applications Q4 2022

Ensuring the RHTF has the resources to fund staff and fund substantial housing development projects will help grow the trust and success of the RHTF. There are a variety of opportunities for governments, nonprofits, and the private sector to contribute to the RHTF.

The following investment steps will create a meaningfully sized RHTF to make an impact in the community and create momentum with the number of deals funded. The RHTF needs enough resources to fund multiple deals in the first 5 years to convince partners and potential

fundors that the RHTF can address the local regional housing challenges. For example, if the RHTF can only start with \$200,000 the first year, that amount will only fund one deal in the first five years, which will not be enough to make a significant impact.

Step 1.1.

Pass local funding ordinances.

The “William C. Merscher Local Housing Trust Fund Enabling Act” gives local governments authority to jointly form a regional housing trust fund by ordinance. The ordinance must establish financing for the HTF.

Step 1.2.

Secure ARPA funds, or equivalent amounts, in Year 1.

The American Rescue Plan Act of 2021 (ARPA) will allocate over \$67 Million to the Beaufort-Jasper County region, and we are asking each participating jurisdiction to dedicate 3% of their individual ARPA allocations, or an equivalent amount from another source, to the RHTF in Year 1. This commitment would amount to an origination fund of \$2 Million dollars. \$2 Million is a minimum initial size for the fund that will enable regional impact; by comparison, the Greenville Housing Trust Fund started with about \$3 Million and that was for one city. The State and Local Fiscal Recovery Fund of the ARPA is the largest and most flexible source of ARPA funds to help governments mitigate economic harm from the COVID-19 pandemic.

Funds can be used to provide assistance to households and nonprofits and industries that were impacted negatively by COVID-19. (See Table 2).

Employment sectors in the Beaufort-Jasper County region with annual wages below 60% AMI were greatly impacted by COVID-19. The following table shows the total number of jobs before and after the pandemic that pay annual wages above and below 60% AMI, and over 6,000 jobs were lost during the pandemic. 13% of jobs with annual wages below 60% were lost, whereas only 5% of jobs were lost in the employment sectors with annual wages above 60% AMI. The RHTF will prioritize funding housing deals that target households that make less than 60% AMI.

Step 1.3.

Secure a total annual contribution of \$500,000 from participating jurisdictions, based on population share, in Year 2 and ongoing.

In order to continue growing the resources available to fund more deals, year over year, we believe the participating jurisdictions can meet a goal of raising about \$500,000 a year, based on population share of each jurisdiction.

Table 2: Jobs Lost Between 2019 and 2020

	Total Jobs Q3 2019	Total Jobs Q3 2020	# of Jobs Lost	% Jobs Lost: Q3 2019 - Q3 2020
Employment Sectors with Annual Wage below 60% AMI (2020)	35,825	31,194	4,631	12.93%
Employment Sectors with Annual Wage above 60% AMI (2020)	34,195	32,600	1,595	4.66%

Source: Bureau of Labor Statistics 2020

If the RHTF receives an additional \$500,000 a year through Year 10 of the Fund, the Fund will amount to over \$7 Million, which will not only be a landmark for South Carolina, but also for the Country. The Columbus, Ohio HTF started with \$2 Million, and 30 years later, they have grown the fund to over \$100 Million by contributing funds every year¹.

The following Funding Matrix (Table 3) provides an example of how funds can be raised, by jurisdiction, and accumulate to over \$7 Million by Year 10.

¹ To give a sense of the annual impact that this fund is able to generate in Columbus and its surrounding county today, this HTF was able to invest \$33 million in 1,314 housing units during 2020 alone, according to their 2020 annual report.

Each jurisdiction can determine how to fund the RHTF for their annual contributions. The power is in the flexibility. The following public sources of funds have been vetted as the likely sources for the RHTF annual contributions:

- Short-term rental fees
- General Fund dollars
- Accommodation/ Hotel Tax
- Local Option Sales Tax (counties only)
- Deed Recording Fees

Table 3: Funding Matrix

• Initial Infusion of Stimulus Funds*, plus \$500,000 Per Year (adjusted for inflation)

Annual Contributions, plus inflation (3%)

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

*Year 1= 3% of American Rescue Plan funds

Year Sum	Beaufort County	Hilton Head Island	Bluffton	Port Royal	City of Beaufort	Jasper County	Hardeeville	Yemassee
Y2 \$515,000	\$231,855	\$92,389	\$59,236	\$30,676	\$31,432	\$50,201	\$16,869	\$2,633
Y3 \$530,750	\$238,811	\$95,161	\$61,013	\$31,596	\$32,375	\$51,707	\$17,375	\$2,712
Y4 \$546,672	\$245,975	\$98,015	\$62,843	\$32,544	\$33,346	\$53,258	\$17,896	\$2,793
Y5 \$563,072	\$253,354	\$100,956	\$64,729	\$33,520	\$34,347	\$54,856	\$18,433	\$2,877
Y6 \$579,965	\$260,955	\$103,985	\$66,671	\$34,526	\$35,377	\$56,502	\$18,986	\$2,963
Y7 \$597,363	\$268,783	\$107,104	\$68,671	\$35,562	\$36,438	\$58,197	\$19,556	\$3,052
Y8 \$615,284	\$276,847	\$110,317	\$70,731	\$36,629	\$37,531	\$59,943	\$20,142	\$3,144
Y9 \$633,743	\$285,152	\$113,627	\$72,853	\$37,728	\$38,657	\$61,741	\$20,747	\$3,238
Y10 \$652,755	\$293,707	\$117,036	\$75,038	\$38,859	\$39,817	\$63,593	\$21,369	\$3,335
Sum \$7,269,663	\$3,474,963	\$1,095,405	\$661,259	\$509,310	\$519,992	\$685,237	\$280,073	\$43,715

**Y2-Y10= funding based on population share

Step 1.4.

Create a long-term strategy of securing a dedicated revenue source from participating jurisdictions.

A stable and reliable dedicated funding source, such as a percentage or amount of public funds that are automatically deposited in the housing trust fund each year, will provide the RHTF with a flow of resources that can aggregate and increase over time. The lack of a dedicated revenue stream will hamper year-to-year investment planning and will make it difficult to focus on housing deals exclusively, or to finance larger multifamily rental deals.

Step 1.5.

Continue investment and fundraising conversations with Philanthropic Partners.

Foundation and private contributions to the RHTF can be a good way to grow the fund over time. For example, the Midlands HTF was started by county dollars and a grant from United Way. The Greenville Housing Fund was originally funded by \$2 Million from the city's General Fund and \$1 Million of philanthropy dollars to help with administrative costs. The Coastal Community Foundation recently invested funds in a place-based investment fund in the region, with a local CDFI. The size of these funds can vary widely and also require staff time to dedicate toward fundraising efforts.

During the study's project timeline, Asakura Robinson held two meetings with local foundations, including the Coastal Community Foundation, the Community Foundation of the Lowcountry, and United Way of the Lowcountry. Continued conversations will need to be had

after the initiation of the RHTF, and after staff is hired. The next immediate step is to organize a meeting between the funders group (or the funding jurisdictions) and Southern Lowcountry Regional Board after August 2021.

Step 1.6.

Identify opportunities to leverage other non-public funds, as well as other public sector resources.

Once the RHTF is established with ongoing loan repayment funds and has knowledgeable leaderships with housing finance experience, other sources of funds can be explored that are available to the HTF.

• Banks

Banks are eligible for CRA (Community Reinvestment Act) credit when they make investments in low- and moderate-income communities. While bank dollars can vastly increase the pool of funds available to an HTF, bank dollars can often come with more restrictive underwriting standards than pure public dollars, and banks often prefer to work with an established fund with a long track record of financing successful deals.

• Corporate Dollars

Corporations can receive an income tax, bank tax, or insurance premium tax credit through the South Carolina Community Development Credit by making investments into community development corporations or financial institutions like CDFIs.

• Other public resources

The HTF can accept other donations, such as land donations, and fee waivers. These should not be in lieu of the dollar commitments.

Step 2: Develop the Organization

The Beaufort-Jasper Regional Housing Trust Fund will be structured as a local 501c(3) nonprofit with its own local staff and board. The Merchant Enabling Legislation allows South Carolina Housing Trust Funds to be administered by new or existing nonprofits, by ordinance. The capital raised in Year 1 will fund the formation process, including engaging with an existing nonprofit or the formation process of a new nonprofit, and the hiring of staff with housing finance experience. We recommend beginning the formation process as soon as possible.

Step 2.1.

Determine the 501c(3) Board Structure.

The new or existing nonprofit RHTF oversight body will be appointed by elected officials of the participating jurisdictions. These representatives must be non-public sector individuals with experience in real estate finance, affordable housing, human service provision, and/or economic development. The board's role will be to set investment priorities annually, review project applications, and pass funding recommendations onto the financing partner of the RHTF.

First, the participating jurisdictions will need to come to an agreement between the following two options regarding the 501c(3) Board Structure:

• **Option A:**

Each participating jurisdiction appoints one board member per jurisdiction.

• **Option B:**

Allocate board participation proportionally based on the total contributions up to a maximum total of 15 board members.

After board members are appointed, the board's first tasks will be to create board bylaws and procedures, including term lengths, voting practices, and fund application procedures. One important bylaw that will need to be integrated is the maximum number of board seats allowed, in addition to the number of board seats per participating jurisdiction, as determined by the participating jurisdiction's elected officials.

The board's additional tasks in Year 1 will be to hire the RHTF staff (Step 2.3).

Step 2.2.

Incorporate the 501c(3) organization.

If the RHTF decides to create a new nonprofit to administer the HTF, in order to gain tax exempt status, the organization will need to start as a South Carolina nonprofit corporation, then apply for tax-exempt status from the IRS and the state of South Carolina.

The newly formed board must hold an initial meeting, file the Articles of Incorporation, and obtain required licenses, forms, and applications. This will include the Bylaws from Step 2.1.

HOUSING TRUST FUND EXECUTIVE DIRECTOR

Job Title: Executive Director | Salary: \$90,000

Job Description

In the last decade, government agencies in the region have conducted housing need assessments and developed plans to meet identified housing needs in the region. In 2021, a study recommended next steps for the process of forming, funding, and staffing a Regional Housing Trust Fund (RHTF) to close the gap for more individuals and families between their income levels and available housing costs. The vision of the Beaufort-Jasper Regional Housing Trust Fund is that regardless of their socio-economic status, individuals and families in Beaufort and Jasper Counties are able to remain in their homes or find high-quality, safe, well-maintained housing close to their place of employment. The newly formed RHTF 501c(3) is now seeking an Executive Director to bring key stakeholders together, prioritize recommended strategies from the 2021 report to pursue, and develop new strategies and partnerships to create and preserve affordable housing in the Beaufort and Jasper County region.

The Executive Director will:

- Manage the funding revenue for the RHTF and its related programs
- Work with local partners and stakeholders to keep a pulse on changing housing needs in the region
- Work with the RHTF board and staff to deliver clearly defined programs for housing partners
- Work with the RHTF board and staff to develop transparent, fair, and equitable processes for residential applicants
- Research and explore funding public revenue funding sources and build relationships with private sector partners and philanthropists
- Research and explore housing affordability strategies, programs, and policies of peer organizations at the city and county levels across the nation

Minimum Requirements:

- Bachelor's degree
- At least five years of professional leadership experience in real estate finance and/or affordable housing development
- Knowledge of federal, state, and local programs in addition to knowledge of the regulatory environment

Desired Knowledge and Skills

- Bachelor's degree (master's degree preferred)
- Executive-level leadership experience in the housing, community development, and/or economic development sectors
- Successful experience managing HUD-funded programs including CDBG and HOME programs
- Ability to build close collaborative and working relationships with City and County Departments
- Ability to develop staffing and financial plans for the RHTF that enable the Housing Trust Fund to meet the strategic economic and community development goals of the region
- Ability to oversee the production and accuracy of project and program reporting and financial documents as ultimate oversight for RHTF financial performance
- Ability to perform essential functions of RHTF management including: organize, assign, and coordinate work of self and others; maintain confidentiality of files and office communication; use technology including Microsoft Office Suite and other programs as required by the position
- Ability to thrive in a multi-tasking oriented environment and meet deadlines with high-quality work products

HOUSING TRUST FUND PROGRAM MANAGER

Job Title: Director of Housing Services Salary: \$60,000

Job Description

The vision of the Beaufort-Jasper Regional Housing Trust Fund is that regardless of their socio-economic status, individuals and families in Beaufort and Jasper Counties are able to remain in their homes or find high-quality, safe, well-maintained housing close to their place of employment. Under the Executive Director of the newly formed RHTF 501c(3), the Director of Housing Services will be in charge of the day-to-day operations to create and preserve affordable housing in the Beaufort and Jasper County region.

The Director of Housing Services will:

- Manage and assess applications to the RHTF and determine eligibility for and level of funding for proposed projects and programs
- Disburse funds with RHTF approval and track adherence to project schedule, project goals, and troubleshoot any barriers to implementation
- Maintain and regularly update a database of affordable housing units in the region
- Work with the RHTF board and staff to determine affordability rates for different housing types as well as the number of units needed to meet established targets
- Develop program evaluation criteria and annual reports to analyze program success and compliance
- Research and explore housing affordability strategies, programs, and policies of peer organizations at the city and county levels across the nation

Minimum Requirements:

- Bachelor's degree (master's degree preferred)
- Experience in the housing, community development, and/or economic development sectors
- A detailed understanding of HUD-funded programs including CDBG and HOME programs
- Ability to oversee the production and accuracy of project and program reporting and financial documents
- Ability to thrive in a multi-tasking oriented environment and meet deadlines with high-quality work products

Desired Knowledge and Skills

- Bachelor's degree
- At least five years of professional leadership experience in real estate finance and/or affordable housing development
- Knowledge of federal, state, and local programs in addition to knowledge of the regulatory environment

Step 2.3.

Staff the RHTF 501c(3) organization.

The RHTF will require 1-2 staff members in Years 1-3 to manage the Fund's day-to-day operations. Over time, as new programs and additional duties are desired, more staff may be required. The RHTF 501c(3) must be administered by a third-party entity since it will be funded by multiple jurisdictions. The following two key roles are of greatest importance to implement the RHTF in Years 1-3, and will fulfill the Work Plan described below in Step 4:

- Executive Director
- Program Manager

The previous two pages are job description examples of these roles.

Step 2.3.

Create an organization budget.

The anticipated annual costs of a newly formed RHTF nonprofit are provided in the following budget table. This budgeting exercise was conducted to estimate potential operating costs, staff salaries, and whether or not the Fund's raised revenue can cover such an organization. These estimates will vary if the RHTF is absorbed by an existing nonprofit that can share annual operating costs and administrative overhead. The provided estimates can also be used to leverage philanthropic resources and fundraising efforts, especially if the RHTF can fundraise to cover start-up costs and administrative costs in Year 1. (See Table 4)

Step 2.4.

Seek Philanthropic Support.

Some foundations provide administrative grants to help fund the start up costs of worthy causes. This can include initial staff funding, fund the administrative costs to pass local ordinances and nonprofit corporation application costs. These foundations will want to walk through the idea with the RHTF, and cannot guarantee funding at this time. Identify a group to work with Coastal Community Foundation and other potential funders for implementation.

Table 4: Anticipated RHTF Organizational Costs, Years 1 - 3

	YEAR 1		YEAR 2		YEAR 3		NOTES
Operating costs							
South Carolina charitable registration	\$50						\$50 (or \$0 if filing exemption)
Small Office space (lease, utilities, and amenities)	\$20,000		\$20,000		\$20,000		(annual)
Travel & Insurance	\$5,000		\$5,000		\$5,000		(annual)
Professional Services (Prep of Org. Documents, Filings, Audits, Legal Services, Consulting)	\$20,000		\$20,000		\$20,000		For audits
Staffing Costs	Base Salary	Base + Fringe	Base Salary	Base + Fringe + COLA	Base Salary	Base + Fringe + COLA	
Executive Director	\$90,000	\$126,000	\$90,000	\$129,780	\$90,000	\$133,673	
Program Manager	\$60,000	\$84,000	\$60,000	\$86,520	\$60,000	\$89,116	
Total	\$255,675		\$261,300		\$267,789		
Anticipated Year 1 budget of \$255,000							

Notes:

*Fringe (40%) benefits consider the total cost of labor for employers. The rate above reflects a comprehensive benefits package that includes health/dental/vision insurance, vacation days, sick days, employer matching of 401-k contributions, etc.

*Cost-of-living adjustment (COLA) (3%) are raises in pay that cover the cost of inflation, which influences cost of living expenses such as rent, food, gas and clothing.

Sources:

- <https://www.harborcompliance.com/information/how-to-start-a-non-profit-organization-in-south-carolina>
- <https://www.peoplekeep.com/resources/small-business-health-insurance-in-south-carolina>
- <https://www.generalliabilityshop.com/state-gl-info/south-carolina-general-liability-insurance/>
- <https://lowcountryinsurance.com/commercial.html>
- <https://www.councilofnonprofits.org/nonprofit-audit-guide/state-law-audit-requirements>
- <https://www.nolo.com/legal-encyclopedia/reporting-nonprofit-operating-expenses.html>
- <https://www.southcarolinablues.com/web/public/brands/sc/agents/individuals-and-small-groups/products-and-services/small-group-plans/>
- <https://www.investopedia.com/ask/answers/018915/what-are-some-examples-common-fringe-benefits.asp>
- <https://smallbusiness.chron.com/cola-terms-payroll-34151.html>

Step 3: Work Plan Part 1: Financing Projects.

The gap the RHTF aims to fill is to provide flexible, low-interest financing for rental or for-sale affordable housing projects that meet the RHTF Objectives. HTFs can manage financing themselves, or they can partner with a CDFI to manage the loan portfolio. There are many steps the RHTF must take to start financing local projects, but its goal is to close the Affordable Rental Housing Demand gap of 3,075 units in Beaufort-Jasper Counties. (See Table 5).

Step 3.1.

Partner with a CDFI.

A CDFI is a financial institution that is federally certified, with a mission of community development, to provide financial services to marginalized communities and neighborhoods. Existing CDFIs can provide technical assistance and underwrite the fund's loans. They also have access to Federal funds and existing pools of money that can enable larger investments faster.

The RHTF will partner with a CDFI to manage the HTF underwriting. An RFQ will be shared with CDFIs that are based in South Carolina, and have experience in funding affordable housing development. The RHTF will need to approve the RFP before it is released, and will need to approve the final contract.

The pages following Step 3 demonstrate an RFQ for Community Development Finance Institution (CDFI) services.

Step 3.2.

Develop key criteria.

Once the RHTF board is established, they will need to agree upon and finalize the project criteria eligible for funding. They also will need to determine a scoring matrix to rank projects against another, especially as the fund is growing in the first five years. Based on our research, the following criteria are examples of priorities that would help to leverage RHTF investment while addressing the affordable housing gap in the Beaufort-Jasper County region:

1. Affordability Priorities: Project meets one or more of the below affordability goals.

- Mixed income including some units targeted at households 60% AMI and below;
- Primarily provides units for 60% AMI or \$49,000, whichever higher;
- Provides units at 50% AMI or below, or provides Homeless or other Special Needs Housing; which are priorities established for Housing Trust Funds by State law in South Carolina;

2. Leverage of RHTF Investment: Project meets one or more of the below goals.

- Leverages State or Federal dollars, including Low Income Housing Tax Credit (LIHTC)
- Leverages financing or land provided by a contributing jurisdiction to the RHTF;
- Leverage financing or land provided

by a local jurisdiction in Beaufort or Jasper Counties that does not contribute to the RHTF;

- Leverages philanthropic or corporate investment.

3. Inclusive Investment: Project meets one or more of the below goals for inclusive, targeted investment that meets community needs.

- Project provides workforce housing within proximity to a job center;
- Project provides housing that helps meet needs for growing communities in rural areas;

- Project is located in a "high-opportunity area"

4. Eligible activities can be used for predevelopment, acquisition, infrastructure, rehabilitation, construction, or permanent financing.

5. Eligible borrowers can be non-profit organizations, for-profit businesses, government entities developing eligible properties, and LLCs.

Table 5: 2013 - 2017 Severely Cost Burdened Households

	Jasper County	Beaufort County
Severely cost burdened below 80%	1,315	9,045
Total Combined	10,360	

Severely cost burdened is a household that spends more than 50% of their monthly income on housing. The households (owners and renters) represented here are low-to-moderate income residents, making less than 80% AMI.

Source:

CHAS 2013-2017

Step 3.3.

Build the developer pipeline.

The RHTF staff will be responsible for building prospective developer relationships. This may include providing educational materials of the RHTF, their term sheets, their mission, goals, and objectives, and eligible criteria. Staff may solicit financing options to national affordable housing developers that are not yet in the Lowcountry market yet. The RHTF staff can act as a liaison to introduce developers to county and municipal departmental contacts and local partners.

- Will the RHTF open the call for grant applications to the public? How will applicants be scored?
- Will the program have a finite fund, or will it become a continuously funded program?

Step 3.4.

Consider a grant-based program when the fund is substantial in size.

The RHTF may choose to provide grants to certain qualifying applicants, but special consideration will be needed. Not many national HTFs provide grants, due to the need to maintain a funding source from recycling loan payments into new HTF loans. Key questions to ask before starting a grant program include:

- Are the Fund's loan repayments enough to continue another year of financing?
- Has a dedicated funding source been identified?
- Are there enough completed housing development projects funded through the RHTF to showcase the fund's success and return on investment?
- What key criteria does the RHTF board support for a grant-based program, and how is it different from the loan financing criteria?

SAMPLE **REQUEST FOR QUALIFICATIONS (RFQ)**

for Community Development Finance Institution (CDFI) services

Overview

The Beaufort-Jasper Regional Housing Trust Fund (BJRHTF), a 501(c)(3), was established in 2022 to create and preserve affordable housing in the Beaufort-Jasper county region. The BJHTF's initial \$2 Million infusion of funds in 2022 was contributed by a coalition of local and county jurisdictions after a Strategic Planning process in 2021. The goal of BJRHTF is to address the growing need for workforce housing, particularly for the employment base of the service economy. The BJRHTF's vision for the region's population is that regardless of their socio-economic status, individuals and families in Beaufort and Jasper Counties should be able to remain in their homes or find high-quality, safe, well-maintained housing close to their place of employment.

The BJRHTF is focused on the following objectives:

- Create new housing units or rehabilitate or preserve existing housing units for households at or below 120% of Area Median Income, with a strong focus on households at or below 60% of Area Median Income;
- Provide workforce housing for the growing Beaufort-Jasper economy;
- Help households maintain financial stability and build wealth by reducing the amount of money they must spend on housing and transportation;
- Strengthen relationships, build trust, and engage partners and stakeholders, ensuring an organized and collaborative approach to regional housing challenges;
- Increase awareness of existing and new financial products that serve the Beaufort-Jasper community;
- Leverage outside funding from banks, corporations, philanthropic institutions, and federal, state and local governments.

Participating jurisdictions include:

- Beaufort County
- Jasper County
- City of Beaufort
- Town of Bluffton
- City of Hardeeville
- Town of Hilton Head Island
- Town of Port Royal
- Town of Yemassee

Objective and Eligible Applicants

A Community Development finance Institution (CDFI) is a federally certified financing institution that provides financial services to expand economic opportunity and improve quality of life for marginalized communities and neighborhoods. BJRHTF is seeking a qualified CDFI to provide loan underwriting and technical assistance services. Eligible applicants must be a CDFI in good standing and headquartered in the State of South Carolina. In addition, eligible applicants must be able to demonstrate:

- A minimum of five years of experience working in the affordable housing sector, including experience with financing the creation of new housing and/or the preservation or rehabilitation of existing housing.
- Have an existing loan program which has been operational for at least [YEARS].
- Experience with increasing access to financing for acquisition, construction (rehabilitation) financing and/or permanent financing for vacant or blighted properties.
- Must be able to provide a quarterly report, or when requested by BJRHTF.
- Compliance with all federal and state regulations governing CDFIs during the contract period.

Submission Requirements

CDFIs interested in participating must submit the below information for review by BJRHTF.

• Letter of Interest

- The cover letter must summarize the scope of work to be undertaken by the applicant's organization. The cover letter must identify the primary contact person in the organization for this RFQ. Please include phone number, website and e-mail address. The letter must be signed by an authorized principal of the firm who can enter into a contract with BJRHTF on behalf of their respective organization.

• Organization's information

- Provide a narrative of the organization's mission and what percentage of work is in housing and community development and years of experience
- Provide information on your organization's current acquisition, construction, and permanent multifamily lending programs, term sheets, and history of those programs' performance.
- Please describe your previous experience administering Housing Trust Funds, if any. Based on your experience, please tell us the types of investments you would be prepared to underwrite, and the degree to which you would be able to leverage RHTF investment with investment from other fund portfolios available to your CDFI.

- Provide the most recently audited financial statement, income statement, and balance sheet
- Describe your organization's project experience and staff presence in South Carolina
- Provide the organization's current financing reporting and capacity
- References (2)

Directions For Submission

Responses to this RFQ must be submitted [ELECTRONICALLY] or [BY MAIL] by [TIME] on [DATE], to [BJRHTF ED] at [EMAIL/PHONE #] or [ADDRESS]. All inquiries should be directed to [BJRHTF ED]

Appendix

BJRHTF org chart and Board members

RFQ References:

- [Housing Trust Fund Corporation Request For Proposals Nys Haf Program](#)
- [Connecticut Housing Finance Authority Request for Qualifications Small Multifamily Lending Program](#)
- [National Association for Latino Community Asset Builders Request for Qualifications \("RFQ"\) for Community and Economic Development Related Technical Assistance Services](#)
- [Cuyahoga Land Reutilization Corporation RFQ](#)

Step 4: Work Plan Part 2: Regional Housing Coordination.

We believe that the RHTF will best utilize its expertise in regional affordable housing needs and development by becoming a steward on behalf of all participating jurisdictions. Over time, this may include assisting in structuring, funding, implementation, management, and monitoring of community development programs across the region. These will go beyond the day-to-day operation of overseeing the deal making and financing of projects through the contracted CDFI.

Step 4.1.

Develop tailored materials for public officials, philanthropic partners, and local/national developers about the goals and opportunities of the RHTF.

The RHTF will need to communicate the value of the fund and in the future, communicate the success and ROI of the fund. Marketing materials will need to be catered to each individual audience based on their level of knowledge of the various roles of the RHTF, and who the RHTF can impact.

In the beginning, material will need to be educational and be people-focused. The attached informational flyer showcases how to tie affordable housing to households that can benefit from public, private, and nonprofit investment in the fund.

The next two pages are an example of marketing material.

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BEAUFORT - JASPER REGIONAL HOUSING TRUST FUND

HOUSING NEEDS

There is a regional need for more housing affordable in the Beaufort and Jasper County region. Housing is considered affordable if the costs of rent or mortgage payments plus all utilities do not exceed 30% of one's annual income. Households paying more than 30% of their income towards housing are considered cost-burdened and have reduced ability to meet their other financial demands. Households at any income level can be cost-burdened, but there is particular strain for individuals and households whose wages are not high enough to cover the cost of median rent in a region. An important metric for determining affordable housing costs specific to a geographic region is to compare the region's household income levels to the number of units available at various rent levels. In the Beaufort-Jasper region, the largest gap of units was for households making below 60% AMI, or households making less than \$49,000. \$1,225 is the highest monthly cost these households should pay for housing to be affordable for them. A 2021 Housing Trust Fund Proposal and Implementation Plan documents key recommendations for the process of forming, funding, and staffing a Regional Housing Trust Fund (RHTF) to increase the supply of housing that is affordable to cost-burdened households.

HOW IS A HOUSING TRUST FUNDED?

A local government that creates a HTF may finance the HTF with money available to the local government through its budgeting authority. This can include fees, sales tax, general fund dollars, or bond dollars. A HTF may also be supported in part by contributions from philanthropy and the private sector.

WHAT IS A HOUSING TRUST FUND?

Put simply, a Housing Trust Fund (HTF) is a fund owned by a public agency at the city, county, state, or even national level, that collects funds to put towards housing. These funds are sourced from a city, county, or state's general budget, through government bonds, or through a dedicated revenue stream. Some ways these funds may be used to make housing affordable are:

- Build new housing to increase the supply of available units
- Rehabilitate or preserve affordable housing
- Acquire housing with expiring subsidies to keep existing units at their current affordable rental rates

FUNDING TIMELINE



SUPPORT THE REGIONAL
HOUSING TRUST FUND



Who Affordable Housing Impacts

Item 24.

Marion Ellis is a single mom who works full time as a registered nurse at Beaufort Memorial Hospital earning \$50,000 per year. Her two school-aged kids are 12 and 16 years old and are active in afterschool activities. Due to Marion's student loans, single income, and lack of child support, Marion has had difficulty getting approved for a mortgage loan. As a renter, she has had difficulty finding an affordable three bedroom single family house within walking or biking to her children's campuses as both her kids have morning and evening sports practice that often conflicts with her overnight shifts.



Carmen and Trey Collins are a young married couple in their mid-twenties with two children. Carmen teaches first grade while Trey teaches fourth grade at Ridgeland Elementary School. Both of their children are under the age of five years old and are enrolled in daycare full time during the school year, which costs \$1,300 per month. Their student loan payments also total \$1,300 per month. As newer teachers, Carmen and Trey's combined household income is \$51,000. With long teaching days, they would prefer to live closer to work but cannot afford any housing within a 30-minute drive of their employer.

Alexis Johnson is a young college student living with two other roommates in a two-bedroom rental. He is attending Technical Lowlands College (TLC) for his first two years before he transfers to USC-Beaufort to finish his four-year degree. Alexis' split for rent is \$450, which is almost half of his average monthly income as a server working 40 hours at a restaurant in historic downtown Beaufort. Alexis does not have a personal vehicle, so his job and housing prospects are limited to a five-mile radius of his school, which is the distance he is able to comfortably ride his bike. Annual tuition at USC-Beaufort is almost 3.5 times more expensive than his annual tuition at TLC, so he works a second job during the summer months to save towards university.



Robert is a Program Manager nearing retirement age and lives with his three teenaged children and aging mother. He is the sole income earner for the household with an annual salary of \$58,000. While his three children each have after school jobs, they save their earnings to put towards their college savings or tuition. Finding a four-bedroom house that is accessible for his mother, who is in a motorized wheelchair, within their monthly rent budget (\$1,450) is difficult and Robert and his family are willing to drive further to find more affordable housing.

Step 4.2.

Ensure the RHTF Executive Director provides updates to participating jurisdictions' elected officials and updates to affordable housing boards, commissions, and task forces.

The William C. Mescher Local Housing Trust Fund Enabling Act requires the RHTF, at minimum, provide an annual report to the local governments that created the fund. Providing updates will build trust among those with the power to provide more or less funds the following year. Each jurisdiction has their own various boards, commissions, and task forces who are also addressing affordable housing through various policies, tools, and programs, and remaining involved in their efforts will prove beneficial for the region.

Step 4.3.

Participate in regional and local affordable housing discussions, including public meetings and zoning changes.

As a steward of all participating jurisdictions, it will be vital for the RHTF to stay aware of ongoing housing issues and efforts at the regional and local level. The RHTF's knowledge and awareness can provide insight and research leadership across the region, on all matters relating to housing and community development, including affordable housing development, promoting and preserving homeownership, rent stabilization, housing repair and rehabilitation, city- and town-level housing strategies, housing market changes, and housing assistance.

This insight will help the RHTF staff and board members determine how to prioritize and leverage funds appropriately to make the greatest impact.

Step 4.4.

Develop a comprehensive strategy for publicly-owned property.

The RHTF can assume responsibility as a clearinghouse for publicly-owned property, in order to leverage development of affordable housing. The participating jurisdictions currently own properties that include buildings that are vacant, underutilized, or no longer useful for their original purpose. Local governments in South Carolina have fewer restrictions than other states with regard to land and property disposition. They can dispose of land and/or property on any terms that their council deems appropriate. This means that donation of public property and/or sale of property for less than fair market value to a RHTF would be possible.

The RHTF should craft a comprehensive strategy for the acquisition and disposition of properties. Identifying priority locations for residential development, factoring in community assets and services, proximity to jobs, and existing infrastructure, will make affordable housing development successful. If a site is deemed as inappropriate for residential use, the revenue accrued from the fair market value sale of land can be funneled back through the RHTF, which can later be turned into financing to support affordable housing elsewhere. The staff and board should revisit this strategy each year.

Step 4.5.

Advocate for the South Carolina Land Bank Enabling Legislation.

South Carolina does not grant land banks special powers in acquiring real estate. The South Carolina Community Land Bank Act for nonprofits has been held in committee since 2013. This Act would enable officially-created land banks in South Carolina to have special powers related to rehabilitating blighted and tax delinquent property.

If this legislation is passed, the RHTF could acquire tax delinquent properties at public foreclosure auctions for less than market value and leverage them in the deal making process. The properties could be donated or sold to developers for less than market value, or if not suitable for residential use, the revenue accrued from the fair market value sale of land can be used strategically at the RHTF.

- Location, zoning, and infrastructure access of the site
- Projected RHTF revenue
- Existing loan portfolio

Step 4.7.

Work with local major employers.

Local employers may already be well aware of how their employees', or potential employees', lack of affordable housing options impact their long-term well being. Many may already be exploring how they can advocate for, partner in, or invest in housing development. Some institutions, such as health care systems and school districts, will have large real estate portfolios that may be able to be leveraged through the RHTF process. Becoming familiar with best practices and starting these conversations now will set the RHTF up for future programs and investment opportunities, with the right partnerships.

Step 4.6.

Create a long-term strategy for private land acquisition.

Acquisition of private land at market value is a high cost and can drain the RHTF resources, even with one property purchase. Acquiring a site may become a crucial need to preserve a potential affordable residential site for future development, especially if it meets the RHTF goals of developing affordable housing in proximity to employment centers and accessible infrastructure. Factors that should be considered in advance include:

- Size of the fund

National Housing Trust Fund Peers

Thank you to the following Housing Trust Fund staff members for making themselves available for interviews. Asakura Robinson identified the peer Housing Trust Funds based on the following criteria set by the Steering Committee:

- Length of history and operations
- Project Criteria
- Tourism-driven economy
- Regional, with urban/rural geographies
- Regional, with all rural geographies
- Subsidizing water and/or design regulations
- Acquisition of land or land banking processes

Peer Housing Trust Funds:

- Housing Initiative Fund (Montgomery County, MD)
- Louisville Affordable Housing Trust Fund + Louisville CARES (Louisville-Jefferson County Metro Government, KY)
- Neighborhood Housing Improvement Fund (New Orleans, LA)
- Midlands Housing Trust Fund (Columbia, SC)
- The Affordable Housing Trust for Columbus and Franklin County (Columbus and Franklin County, OH)
- Rural Workforce Housing Fund (State of Nebraska)
- Community Works Carolina (operator of Greenville Housing Fund, Spartanburg Housing Fund)
- South Carolina Community Loan Fund (Charleston, SC)

Local Interviews

Thank you to the local developers, philanthropy foundations, and local stakeholders who made themselves available for interviews. Asakura Robinson identified the following interviewees based on the recommendation by the Steering Committee:

- Beaufort Jasper Water and Sewer Authority
- Beaufort Housing Authority
- Bennett & Reindl, LLC
- Coastal Community Foundation
- Community Foundation of the Lowcountry
- Community Works
- Forino Construction Company
- Hilton Head Regional Habitat for Humanity
- Hilton Head Area Home Builders Association
- Homes of Hope
- Jasper County Neighbors United
- Lowcountry Habitat for Humanity
- Lowcountry Council of Government
- NHE Inc Property Management
- South Carolina Community Loan Fund
- Representative William Herbkersman
- The Town of Bluffton's Wharf Street Redevelopment Project
- United Way of the Lowcountry



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 25.

ITEM TITLE:

RESOLUTION TO ACCEPT PALMETTO PRIDE LITTER PREVENTION GRANT IN THE AMOUNT OF \$9,654.00 FOR THE ASSISTANCE OF THE LITTER PROGRAM.

MEETING NAME AND DATE:

Public Facilities and Safety Committee; February 18, 2025

PRESENTER INFORMATION:

Victoria Hoffman, Solid Waste & Recycling Program Manager

3 minutes

ITEM BACKGROUND:

Beaufort County's Solid Waste & Recycling Department applied for the Palmetto Pride Litter Prevention grant in December of 2024. The grant funds will assist the Department's litter prevention efforts.

PROJECT / ITEM NARRATIVE:

The grant will assist in litter prevention efforts by providing funds for roadside signs, funding kayak cleanups, and educational outreach materials.

The grant was awarded to the Solid Waste & Recycling Department on January 15, 2025.

FISCAL IMPACT:

The anticipated funds to be spent equate to the total amount of the grant (\$9,654). There is no cost share or grant fund matching. Funds have been requested for FY26.

GL Code 2555-90-1340-57130

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of the proposed Resolution to accept Palmetto Pride Litter Prevention grant in the amount of \$9,654.00.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny the proposed Resolution to accept Palmetto Pride Litter Prevention grant in the amount of \$9,654.00.

Next step: County Council Meeting – February 24, 2025

RESOLUTION 2025 /__**A RESOLUTION TO ACCEPT THE 2025 LITTER GRANT FROM PALMETTO PRIDE FOR THE AMOUNT OF \$9,654.00 FOR THE ASSISTANCE OF THE LITTER PROGRAM**

WHEREAS Beaufort County Solid Waste and Recycling Department applied to assist in litter efforts on November 27, 2024 for the amount of \$9,654.00; and

WHEREAS Beaufort County Solid Waste and Recycling was awarded \$9,654.00 from Palmetto Pride, and

WHEREAS The grant will assist in litter prevention efforts by providing funds for roadside signs, funding kayak cleanups, and educational outreach materials; and

WHEREAS Beaufort County will execute the grant's requirements during the duration of the project while completing all applicable reporting.

NOW THEREFORE, BE IT RESOLVED, THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA hereby approves the acceptance of the 2025 Litter Prevention grant from Palmetto Pride for the amount of \$9,654.00 for the Beaufort County litter control efforts.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Alice Howard, Chairwoman

ATTEST:

Sarah W. Brock, Clerk to Council



2700 Middleburg Drive, STE 216
Columbia, SC 29204
1.877.PAL.PRDE (Toll Free)
1.803.758.6034
Fax 1.803.758.6032
www.palmettopride.org

January 15, 2025

Victoria Hoffman
Beaufort County Solid Waste and Recycling
120 Shanklin Rd
Beaufort, SC 29906

Dear Mrs. Hoffman:

We are excited to announce that Beaufort County Solid Waste and Recycling has been selected to receive a Litter Prevention Grant in the amount of \$9,654.

The following items have been approved for funding:

\$261 (3) "Litter Crew Ahead" Sign English	\$1,650 Billboard Poster Rate & Production
\$297 (3) "Litter Crew Ahead" Sign Spanish	\$1,000 (85) T-Shirts
\$1,080 (6) "Litter Crew Ahead" Stand	\$480 (40) Customized Car Trash Cans
\$1,500 (3) The Outside Foundation Kayak Cleanups	
\$3,387 (2) Kayaks	

Enclosed are the Litter Prevention Grant Guidelines. Please complete the attached Guidelines Acknowledgement page and email the signed document to sjenkins@palmettopride.org. Please note that your grant check will not be issued until this signed page is received. Be sure to retain original documents for your records.

Congratulations once again on your award! We commend your organization's efforts and look forward to collaborating with you through this grant.

Sincerely,

Sherryl Jenkins
Grants Coordinator

Enclosure

**Litter
Trashes
Everyone.**
Don't Do It.



LITTER PREVENTION GRANT GUIDELINES ACKNOWLEDGEMENT

The Litter Prevention grants will be awarded for one year. The grant period will begin on **January 15**, and end on **December 15**. This grant is provided with the understanding that the program will be operated as projected and the funds will be spent as budgeted.

1. The organization will initiate and complete all work outlined in the project description within the applicable time frame.
2. The organization will carry out the proposal activities in active collaboration with local community organizations.
3. The organization will maintain a proper accounting system in accordance with generally accepted accounting principles, retain appropriate financial records, and provide supporting documentation of all expenditures. Some grants may be administered through a governing body, such as County, City or Town Council.
4. All grantees must participate in litter reduction related Great American Cleanup of SC (GAC).
5. The organization will provide to PalmettoPride reports documenting GAC efforts and a final financial report outlining expenditures. All reports are submitted online. Reporting deadlines are as follows:

August 1	Great American Cleanup
December 15	Final Summary and Expenditures

Final Summary and Expenditures report supportive documentation should include the following:

- a. Expense receipts or purchase orders.
 - b. Before and after photos.
 - c. Copies of any related newspaper articles.
 - d. Any letters of commendation and other related documents.
6. Amendments to the grants are permitted upon the mutual agreement of PalmettoPride and the grantee organization and will become effective when specified in writing by PalmettoPride.
 7. Grant recipients are required to produce and submit opinion editorials (op-ed) for publication in a local newspaper. The op-ed should concentrate on the importance of litter reduction and beautification activities. The statewide work of PalmettoPride can be referenced in the op-ed as an example of the type of consciousness raising activities necessary to bring about change in the public's attitude about these issues. The final op-ed piece must be included in the grant recipient's final report.
 8. The PalmettoPride logo must appear on all printed and promotional items associated with the grant project (e.g. tee shirts, signs, invitations, promo items, etc.). PalmettoPride must have final approval on all printed materials prior to publication. To get a copy of the logo, contact Mary Hannah Feeley at (803) 758-6034 or via email at mhfeeley@palmettopride.org.

If you fail to comply with these guidelines or to fulfill your proposed grant obligations, PalmettoPride reserves the right to request items and/or financial reimbursement of the amount granted. Failure to submit required reports shall disqualify the recipient for future grants.

Please sign and return this page via email to: sjenkins@palmettopride.org. Please maintain original in your files.

Organization

Signature of Grant Administrator

Date



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 26.

ITEM TITLE:
Resolution to Commission one Solid Waste and Recycling Enforcement Officer
MEETING NAME AND DATE:
Public Facilities and Safety Committee – February 18, 2025
PRESENTER INFORMATION:
Jared Fralix, Infrastructure -Assistant County Administrator (Time Needed for Item Discussion = 5 minutes)
ITEM BACKGROUND:
Beaufort County Solid Waste seeks to commission a Litter Enforcement Officer to enhance the efforts in combating litter and illegal dumping, ensuring cleaner and safer communities. The employee is the current Litter Control Supervisor, and is responsible for enforcing litter ordinances, and overseeing the litter collection program. Employee will receive training from Palmetto Pride.
PROJECT / ITEM NARRATIVE:
Solid Waste and Recycling requests the current Litter Control Supervisor Jesus Rodriguez (EMP # 11682) to be appointed and commissioned to serve as a Beaufort County Enforcement Officer to enforce local litter ordinances, issue citations, and conduct public outreach on proper waste disposal. The employee will support the existing program.
FISCAL IMPACT:
Current employee – no fiscal impact.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve current employee to be appointed and commissioned as a County Litter Officer.
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny the appointment and commission of Jesus Rodriguez as County Litter Officer.
(Next Step – Bring to County Council for approval- February 24, 2025)

RESOLUTION 2025 /

A RESOLUTION TO COMMISSION SOLID WASTE AND RECYCLING ENFORCEMENT OFFICER TO ENFORCE BEAUFORT COUNTY CONVENIENCE CENTERS AND ALL LITTER AND ENVIRONMENTAL ORDINANCES FOR BEAUFORT COUNTY PURSUANT TO THE AUTHORITY GRANTED IN SECTION 4-9-145 OF THE CODE OF LAWS OF SOUTH CAROLINA, 1976 AS AMENDED.

WHEREAS, Beaufort County Council may appoint and commission as many litter control/enforcement officer as may be necessary for proper security, general welfare and convenience of the County; and

WHEREAS, the candidate for appointment as a Beaufort County Solid Waste and Recycling Enforcement Officer has completed training and whatever certification may be necessary.

NOW, THEREFORE, BE IT RESOLVED by the County Council of Beaufort County, South Carolina that

1. County Council hereby appoints and commissions the following individual as Solid Waste and Recycling Officers for Beaufort County:

Jesus Rodriguez – EMP #11682, Beaufort County Solid Waste and Recycling Enforcement Officer

2. The Solid Waste and Recycling Enforcement Officer shall present the appropriate certificate to the Beaufort County Magistrate's office prior to any official action as a Litter Officer for Solid Waste and Recycling.

Adopted this ____ day of_____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: _____
Alice Howard, Chairwoman

ATTEST:

Sarah W. Brock, Clerk to Council



BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

ITEM TITLE:
Approval of a resolution authorizing the demolition of a structure and funding for demolition of a structure on Beaufort County owned property located at 2 Mullet Street.
MEETING NAME AND DATE:
Public Facilities and Safety Committee – February 17, 2025
PRESENTER INFORMATION:
Jared Fralix, PE – Assistant County Administrator, Infrastructure (5 minutes)
ITEM BACKGROUND:
Parcel R60003900C0189000 (2 Mullet Street) is located in the Alljoy area in Bluffton. The County purchased the property in April 2024 for the purpose of the expanding improvements to the Alljoy Boat Landing. There is residential structure, approximately 3,366 SF in size, located on the parcel.
PROJECT / ITEM NARRATIVE:
<p>The County recently passed a resolution for the planned improvements at the Alljoy boat landing. The planned improvements include additional parking and public restrooms. In order to accommodate these improvements, the existing residential structure needs to be demolished and removed.</p> <p>Staff is in the process of obtaining quotes to accomplish this work. The planned budget for this work is \$75,000. has obtained quotes for the house demolition.</p>
FISCAL IMPACT:
The funding for this item is from the \$1.2 million direct appropriation from the FY2025 State Budget. The funding account is #1000-30-1301-51170 with a balance of \$1,200,000.00.
STAFF RECOMMENDATIONS TO COUNCIL:
Approve the resolution authorizing the demolition of a structure and funding for demolition of a structure on Beaufort County owned property located at 2 Mullet Street
OPTIONS FOR COUNCIL MOTION:
<p>Motion to either approve/deny the resolution authorizing the demolition of a structure and funding for demolition of a structure on Beaufort County owned property located at 2 Mullet Street</p> <p><i>Next Steps – A Majority Vote for Acceptance by Committee would move item forward for Council approval.</i></p>

RESOLUTION 2025 /__**A RESOLUTION AUTHORIZING THE DEMOLITION OF A STRUCTURE AND
FUNDING FOR DEMOLITION OF A STRUCTURE ON BEAUFORT COUNTY
OWNED PROPERTY LOCATED AT 2 MULLET STREET**

WHEREAS, Beaufort County (“County”) is the fee simple owner of the real property located at 2 Mullet Street, Bluffton, SC (“Property”); and

WHEREAS, the Property was purchased for the purpose of expanding the infrastructure at the current Alljoy Boat Landing in order to better serve the citizens of the County; and

WHEREAS, the County has determined that the existing residence on the Property (“Structure”) is in the planned location for future parking and bathroom area and needs demolition; and

WHEREAS, the County has received \$1.2 million direct appropriation in the FY 25 state budget for improvements to the Alljoy Boat Landing; and

WHEREAS, the cost to demolish the Structure is not expected to exceed seventy-five thousand dollars (\$75,000); and

WHEREAS, the Beaufort County Council has determined that it is in the best interest of the citizens of Beaufort County to authorize the demolition of the Structure on the Property and provide funding for the demolition from the account #1000-30-1301-51170 for the reasons stated herein.

NOW, THEREFORE, BE IT RESOLVED THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, does hereby authorize the demolition of the Structure and funding of up to \$75,000.00 for demolition of the Structure on Beaufort County owned property located at 2 Mullet Street.

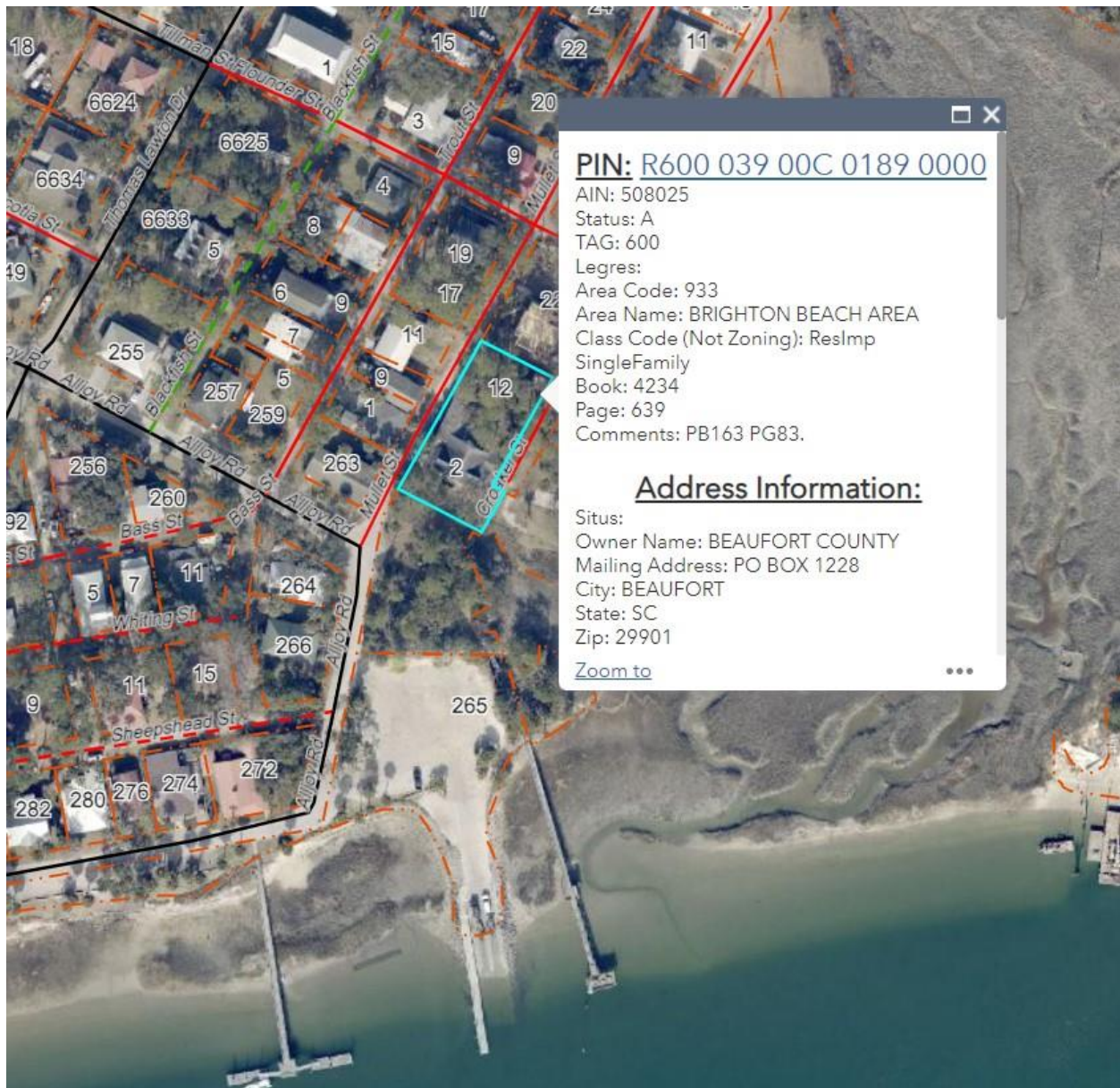
Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Alice Howard, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council





BEAUFORT COUNTY COUNCIL

AGENDA ITEM SUMMARY

Item 28.

ITEM TITLE:

Recommend approval of the amended joint resolution of Beaufort County and Town of Hilton Head Island to redefine the US 278 Corridor Project (also known as the William Hilton Parkway Gateway Corridor Project) to align with the available funding

MEETING NAME AND DATE:

County Council meeting – March 10, 2025

PRESENTER INFORMATION:

Jared Fralix, P.E. - Assistant County Administrator of Infrastructure

10 minutes

ITEM BACKGROUND:

The estimated cost of the originally proposed US 278 Corridor Project has increased to \$488 million—exceeding available funding by \$190 million. Following the failure of the transportation sales tax referendum, no local funds are available to cover the shortfall. The State Infrastructure Bank (SIB) has set a deadline of March 31, 2025, for the County to submit a revised project plan addressing this funding gap.

PROJECT / ITEM NARRATIVE:

In coordination with Senator Davis, other state representatives, and the South Carolina Department of Transportation (SCDOT), the County and the Town of Hilton Head Island have developed a revised project plan that fits within the available budget. The proposed plan, outlined in the joint resolution, focuses on a bridge-only project to replace the two existing eastbound bridges.

- The new bridge will be constructed as a three-lane structure but initially striped for two lanes.
- The joint resolution will be submitted as part of the County's formal response to the State Infrastructure Bank.

The County and Town held a joint workshop to discuss the proposed joint resolution on 2/12/25. Based on feedback from the meeting, County and Town staff updated the resolution based on the two councils' comments. County Council voted on and approved the updated resolution on 2/24/25. Town Council voted on and approved the joint resolution with comments on 3/4/25.

FISCAL IMPACT:

The revised project plan remains within the available funding, ensuring financial feasibility.

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends the approval of the amended joint resolution to proceed with the updated project within the available budget.

OPTIONS FOR COUNCIL MOTION:

Approve/Deny the amended joint resolution of Beaufort County and Town of Hilton Head Island to redefine the US 278 Corridor Project (also known as the William Hilton Parkway Gateway Corridor Project) to align with the available funding

A JOINT RESOLUTION OF BEAUFORT COUNTY & TOWN OF HILTON HEAD ISLAND TO REDEFINE THE US 278 CORRIDOR PROJECT (ALSO KNOWN AS THE WILLIAM HILTON PARKWAY GATEWAY CORRIDOR PROJECT) TO ALIGN WITH THE AVAILABLE FUNDING

WHEREAS, the current proposed 278 Corridor Project (also known as the William Hilton Parkway Gateway Corridor Project[("Project")]) includes a six-lane bridge with a multi-use pathway and roadway improvements spanning from Moss Creek Drive to Spanish Wells Road; and

WHEREAS, any Funds expended from the 2018 Referendum as per the referendum will solely be expended within the originally defined project area from Moss Creek Drive to Squire Pope Road, and funds spent for improvements between Squire Pope Road and Spanish Wells Road will be sourced solely from Local Impact Fee Revenue; and

WHEREAS, the current available funding for the Project totals \$298.85 million, consisting of \$101 million from Beaufort County (sales tax and impact fees), \$3.35 million from the Town of Hilton Head Island (right-of-way donations), \$74.5 million from the South Carolina Department of Transportation (SCDOT), and \$120 million from the State Infrastructure Bank (SIB); and

WHEREAS, in February 2024, SCDOT provided an updated Project cost estimate, increasing the projected Project cost from \$305 million to \$488 million; and

WHEREAS, this updated Project cost estimate was reflected in our following quarterly report to the SIB, and upon receipt, the SIB requested a meeting with the County to address the project status and funding shortfall; and

WHEREAS, at a meeting on May 29, 2024, between SIB, SCDOT, state representatives, and Beaufort County, the County proposed a pro-rata cost-sharing arrangement between SIB, SCDOT, and the County to cover the \$190 million Project funding shortfall; and

WHEREAS, in a follow-up letter to SIB dated July 3, 2024, the County formally requested \$90 million from SIB to match a \$90 million contribution from the County, contingent upon voter approval of a proposed Transportation Sales Tax Referendum in November 2024; and

WHEREAS, on November 5, 2024, the Transportation Sales Tax Referendum did not receive voter approval thereby rendering the County's proposed match unavailable; and

WHEREAS, on November 7, 2024, SIB issued a letter to the County requesting a response within 15 days regarding the County's plan to address the \$190M Project funding shortfall; and

WHEREAS, at its November 12, 2024, County Council meeting, the Council voted not to allocate additional funds to the Project; and

WHEREAS, in a letter to Beaufort County dated November 18, 2024, SCDOT reiterated the deteriorating condition of the eastbound Mackay Creek Bridge, stating that its current condition is rated a 4 out of 10, and emphasized that a decision on a viable project must be made by March 31, 2025, to proceed with construction by 2027; and

WHEREAS, at the November 20, 2024, SIB meeting, an extension was granted to Beaufort County until March 31, 2025, for the County to provide a revised funding plan for the Project; and

WHEREAS, on January 9, 2025, Senator Tom Davis, with support from the state delegation, presented a proposal to redefine the Project to match available funding; and

WHEREAS, SCDOT has provided six project options along with cost estimates for each option, including the proposal endorsed by Senator Tom Davis; and

WHEREAS, only two of the six options, (excluding the standalone Mackay Creek Bridge replacement) fall within the available \$298.85 million budget; and

WHEREAS, a joint meeting of the Beaufort County Council and the Hilton Head Town Council was held on February 12, 2025 to discuss the options for the Project presented by SCDOT and the funding for the Project; and

WHEREAS, in a February 28, 2025, letter from South Carolina Secretary of Transportation Justin Powell, to Senator Tom Davis, if the project proceeds, SCDOT will make it a “design build” Project and is willing to include in the procurement documents and in the scoring of the proposals, a preference for alternatives that provide two way access, meaning one can exit from the New Bridge heading eastbound onto Pinckney Island as well as depart Pinckney Island onto the New Bridge to head eastbound to Jenkins Island, rather than the current plan to provide access to Pinckney Island solely from Jenkins Island, a copy of which is incorporated by reference and attached as Exhibit B.

NOW THEREFORE, BE IT RESOLVED THAT THE COUNTY COUNCIL OF BEAUFORT COUNTY, SOUTH CAROLINA, AND THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, hereby adopt a revised scope for the Project to align with the available funds. The revised Project includes the following elements:

Revised Project Scope:

1. * Demolition of the existing eastbound bridge over Mackay Creek, construction of a new bridge extending from the mainland to Jenkins Island (“New Bridge”), and retaining the existing two lane eastbound bridge over Skull Creek and the two existing two lane westbound bridges over Mackay Creek and Skull Creek. * Construction of the New Bridge will be a three-lane eastbound bridge without a multi-use pathway.
2. * Striping the New Bridge for two lanes, with only necessary road tie-ins included.
3. Designing the New Bridge width to accommodate temporary four-lane use in the future if westbound bridge replacement is required.
4. * The New Bridge will be designed so that there is a preference to provide two-way access to and from Pinckney Island from the New Bridge over the use of the existing Skull Creek

bridge, either the eastbound or westbound lanes, being repurposed for two-way access to Pinckney Island.

5. * Construction of a Hog Island connector road/bridge to provide access to Mariner's Cove, Blue Heron Point, and Hog Island, linking back to US 278 at the Windmill Harbor intersection.
6. * Retention and improvement of the Windmill Harbor traffic signal with mast arms.
7. The Town of Hilton Head Island and Beaufort County agree to work cooperatively on the following:
 - i. Transfer ownership of Windmill Harbor Traffic Signal to the Town of Hilton Head Island. Funding for mast arms and installation of adaptive technology consistent with that installed on existing Town of Hilton Head Island Signals will be eligible for the use of Reserve Funds if they remain at the end of the bridge project.
 - ii. Explore providing a bike/pedestrian lane on the new eastbound bridge structure, as part of the built third lane, until the third lane is needed for traffic operations.
 - iii. Request that SCDOT reduce the speed limit of the William Hilton Parkway Corridor to 40mph.

*These project elements are identified in SCDOT's "Option 1," attached as Exhibit A.

Funding Elements:

Funding Source	Amount (in millions)
Current Project Funding (SIB, DOT, Local)	\$295.50M
Additional SCDOT Funding (DOT, Local)	\$ 16.10 M
<u>Spent to Date (DOT, Local)</u>	<u>- \$ 13.07 M</u>
Total Available Funding	\$298.53M

Planned Project Costs	Amount (in millions)
Revised Project Costs (SIB, DOT, Local)	\$257.70M
Remaining Engineering Costs (DOT, Local)	\$ 15.00M
Reserve Funds (Local)	\$ 14.33M
PSD Relocation Funds (Local)	\$ 6.50M
<u>Stoney Historic Community Safety Projects (Local)</u>	<u>\$ 5.00M</u>
Total Costs	\$298.53M

Use of Local Funds:

1. Reserve Funds will cover potential project overruns.
2. The Project will fund the replacement of the 24" waterline up to the limits defined in State Act 36, plus the allocated \$6.5 million in Local Funds. Costs for the waterline relocation not covered by the combination of State Act 36 and Local Funds will be funded using Reserve Funds as the top priority.
3. To address immediate safety concerns in the Stoney Historic Community, a minimum of \$5.0 million in Local Funds will be set aside and reserved for a local road project, with funds made available upon approval of the Project by the Federal Highway Administration, with the Town overseeing design and construction, prioritized as follows:
 - i. Squire Pope intersection enhancements – (pedestrian safety, turn movements, etc.)
 - ii. Sidewalk enhancements

- iii. Spanish Wells intersection enhancements – (pedestrian safety, turn movements, etc.)
- iv. Signage – safety/wayfinding
- 4. Any remaining Reserve Funds, not spent on the above, shall be used for other local road improvements along the corridor between Moss Creek Drive and Spanish Wells Road.

Adopted this ____ day of _____, 2025.

COUNTY COUNCIL OF BEAUFORT COUNTY


BY: _____
Alice Howard, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council

Adopted this 4th day of March, 2025.

HILTON HEAD ISLAND TOWN COUNCIL

BY: 

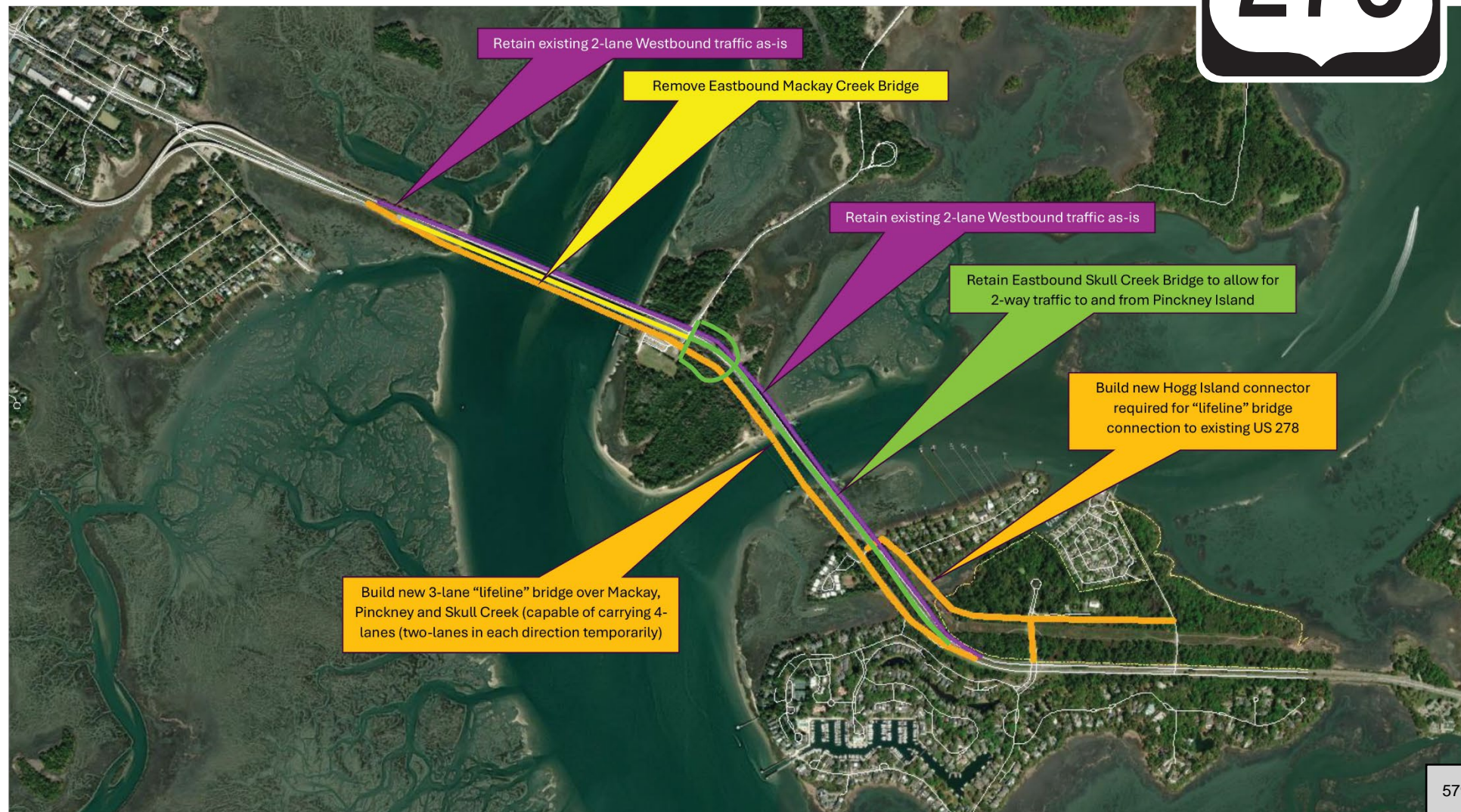
Alan Perry, Mayor

ATTEST:



Kimberly Gammon, Clerk to Council

3-lane Bridge (capable of accommodating 4th lane) with using portion of Westbound bridge for off island and one of the old Skull Creek for access to Pinckney Island





South Carolina
Department of Transportation

Justi Item 28.
Secretary of Transportation
803-737-0874 | 803-737-2038 Fax

February 28, 2025

The Honorable Tom Davis
South Carolina Senate
203 Gressette Building
Columbia, SC 29201

Dear Senator Davis:

As you are aware, Beaufort County and the Town of Hilton Head Island are in discussions about revising the US-278 Bridge project into a smaller project focused on the eastbound approach from Bluffton onto Hilton Head Island.

The South Carolina Department of Transportation (SCDOT) has developed an alternative to build a single span across Mackay Creek and Skull Creek. While designed for future capacity, the structure would be striped for two lanes and would tie into the existing US-278 once on Hilton Head Island. This approach would address SCDOT concerns about the US-278 eastbound bridge over Mackay Creek and advance a project that facilitates the long-term plan to reconstruct all four bridges onto the island.

Consistent with the original proposal for the full bridge, the revised plan would aim to reduce the environmental impacts to the Pinckney Island National Wildlife Refuge by not having the structure touch down on the island. Given the budgetary constraints of funds available from Beaufort County, the State Infrastructure Bank, and SCDOT, the current plan has public access to Pinckney Island solely from Hilton Head Island. Full access to Bluffton from Pinckney Island would be established in the future when the westbound structures are replaced.

I recognize the concern about vehicles traveling from Bluffton to Pinckney Island will now be required to travel to Hilton Head Island first. To that end, I want to offer the following:

- 1) If the revised project proceeds, SCDOT will make it a "design build" project. In that process, SCDOT will select a joint design and construction team to finalize plans on the project and build the bridge.
- 2) The design build process promotes innovation and allows teams to propose alternatives that can improve the project. This could include proposing new ways to access Pinckney Island than currently contemplated.
- 3) SCDOT is willing to include in the procurement documents and in the scoring of the proposals from the teams a preference for alternatives that provide two-way access onto Pinckney Island than the current plan to provide access solely from Hilton Head Island.

This approach will allow the project to proceed on its current budget and provide an opportunity to apply additional innovation to the project that could resolve access concerns to Pinckney Island.

Please do not hesitate to reach out if I can be of further assistance.

Sincerely,

Justin P. Powell
Secretary of Transportation

CC: Beaufort County Legislative Delegation
SCDOT Commission



Post Office Box 191
955 Park Street, Room 309
Columbia, SC 29202-0191

www.scdot.org
An Equal Opportunity
Affirmative Action Employer
855-GO-SCDOT (855-467-2000)

TOWN OF HILTON HEAD ISLAND

One Town Center Court, Hilton Head Island, S.C. 29928

(843) 341-4600 Fax (843) 842-7728

www.hiltonheadislandsc.gov

Alan R. Perry
Mayor

March 5, 2025

Alexander Brown, Jr.
Mayor ProTem

The Honorable Alice G. Howard,
Chair, Beaufort County Council
Post Office Drawer 1228
100 Ribaut Road, Beaufort, SC 29902

Council Members

Patsy Brison
Steve DeSimone
Tamara Becker
Steve Alfred
Melinda Tunner

Re: Joint Resolution – William Hilton Parkway Gateway Corridor Project

Dear Chair Howard,

Marc Orlando
Town Manager

At the Town Council meeting on March 4, 2025, the Town of Hilton Head Island approved the joint resolution with Beaufort County regarding the US 278 Corridor Project, also known as the William Hilton Parkway Gateway Corridor Project, with modifications to the version approved by the Beaufort County Council on February 24, 2025. The following revisions to the resolution were recommended and approved by Town Council:

1. Add a 17th and final “Whereas” clause to read as follows:

WHEREAS, in a February 28, 2025, letter from South Carolina Secretary of Transportation Justin Powell, to Senator Tom Davis, wrote that if the project proceeds, SCDOT will make it a “design build” Project and is willing to include in the procurement documents and in the scoring of the proposals, a preference for alternatives that provide two way access, meaning one can exit from the New Bridge heading eastbound onto Pinckney Island as well as depart Pinckney Island onto the New Bridge to head eastbound to Jenkins Island, rather than the current plan to provide access to Pinckney Island solely from Jenkins Island, a copy of which is incorporated by reference and attached as Exhibit B.

2. Modify the language included under Revised Project Scope item # 1 to remove the word “lifeline”.
3. Modify the language included under Revised Project Scope item # 4 to the following:

* The New Bridge will be designed so that there is a preference to provide two-way access to and from Pinckney Island from the New Bridge over the use of the existing Skull Creek bridge, either the eastbound or westbound lanes, being repurposed for two-way access to Pinckney Island.

4. Modify the language included under Revised Project Scope item #7(iii) to the following:

Request that SCDOT reduce the speed limit of the William Hilton Parkway Corridor to 40mph.

5. Incorporate Town staff recommended changes as outlined in the Attachment 7 of the Town Council agenda packet to address the following:
 - a. Clean up text inadvertently represented as underlined or strikethrough text in the approved version from Beaufort County.
 - b. Correct spacing of items in "Planned Project Costs"
 - c. Add missing punctuation in "Use of Local Funds" item 2.
6. Modify the language included under Use of Local Funding item 3 to the following:

To address immediate safety concerns in the Stoney Historic Community, a minimum of \$5.0 million in Local Funds will be set aside and reserved for a local road project, with funds made available upon approval of the Project by the Federal Highway Administration, with the Town overseeing design and construction, prioritized as follows:

These revisions have been made to ensure the project aligns with available funding while addressing important safety and access considerations for the US 278 Corridor.

A copy of the joint resolution incorporating these changes is attached.

We appreciate the continued collaboration with Beaufort County and look forward to working together on this critical project.

Sincerely,



Alan R. Perry
Hilton Head Island Mayor

cc: Town Council Members
Marc Orlando, Town Manager
Shawn Colin, Assistant Town Manager
Michael Morre, County Administrator
Jared Fralix, Assistant County Administrator

Attachment: Joint Resolution Approved by Town Council on March 4, 2025



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 1.

ITEM TITLE:
THE REAPPOINTMENTS OF THOMAS SHEAHAN, NICHOLAS MESENBURG, LESLIE FLORY, ANNE ESPOSITO, HOWARD ACKERMAN & CHRISTOPHER BUTLER TO THE AIRPORTS BOARD FOR A TWO-YEAR TERM WITH AN EXPIRATION DATE OF FEBRUARY 2027
MEETING NAME AND DATE:
Finance, Administration, & Economic Development February 18, 2025
ITEM BACKGROUND:
Currently, five (5) board members are up for reappointment. Per Sec. 6-28. – Membership: The Airports Board will consist of 11 members who are committed to the purpose and goals of the BCAB and who have the business and professional experience to help ensure the success and the enhancement of both Beaufort County airports. All appointments and reappointments to the Airports Board must be approved by County Council
PROJECT / ITEM NARRATIVE:
Each of these members has met the attendance requirements and are being recommended for reappointment by Airports Board staff liaisons.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the above reappointments, as they are necessary to maintain the board's full membership and allow it to continue effectively fulfilling its advisory role.
OPTIONS FOR COUNCIL MOTION:
Motion to approve and move forward to County Council



LETTER OF INTENT

October 17, 2024

Nicholas Mesenburg
60 Grand Oaks Wat way
Beaufort, SC 29907

To Whom it may concern:

This is a statement to verify the intention that I, Nicholas Mesenburg, am seeking reappointment to the Beaufort County Airports Board. This will go into effect on February 1, 2025.

Sincerely,

Nicholas Mesenburg



LETTER OF INTENT

October 17, 2024

Anne Esposito
54 Wexford on the Green
Hilton Head Island, SC 29928

To Whom it may concern:

This is a statement to verify the intention that I, Anne Esposito, am seeking reappointment to the Beaufort County Airports Board. This will go into effect on February 1, 2025.

Sincerely,


Anne Esposito



HILTON HEAD ISLAND
AIRPORT



LETTER OF INTENT

October 17, 2024

Howard Ackerman
6 Tattnall Place
Hilton Head Island, SC 29928

To Whom it may concern:

This is a statement to verify the intention that I, Howard Ackerman, am seeking reappointment to the Beaufort County Airports Board. This will go into effect on February 1, 2025.

Sincerely,



Howard Ackerman

County Council of Beaufort County

HXD ▪ 120 Beach City Road ▪ Hilton Head Island ▪ SC 29926 ▪ 843.255.2942 ▪ HiltonHeadAirport.com
ARW ▪ 39 Airport Circle ▪ Beaufort ▪ SC 29907 ▪ 843.255.2974 ▪ BeaufortCountyAirport.com



LETTER OF INTENT

October 17, 2024

Christopher Butler
8 Indigo Loop
Beaufort, SC 29907

To Whom it may concern:

This is a statement to verify the intention that I, Christopher Butler, am seeking reappointment to the Beaufort County Airports Board. This will go into effect on February 1, 2025.

Sincerely,


Christopher Butler



LETTER OF INTENT

October 17, 2024

Thomas Sheahan
19 Ensis Road
Hilton Head Island, SC 29928

To Whom it may concern:

This is a statement to verify the intention that I, Thomas Sheahan, am seeking reappointment to the Beaufort County Airports Board. This will go into effect on February 1, 2025.

Sincerely,

Thomas Sheahan



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 2.

ITEM TITLE:
RECOMMEND APPROVAL OF THE REAPPOINTMENT OF PAUL JERNIGAN TO THE BOARD OF ASSESSMENT APPEALS FOR A FOUR-YEAR TERM WITH THE EXPIRATION DATE OF FEBRUARY 2029.
MEETING NAME AND DATE:
Finance, Administration, & Economic Development February 18, 2025
ITEM BACKGROUND:
The Beaufort County Board of Assessment Appeals is responsible for reviewing and ruling on property assessment disputes brought by taxpayers. Per Sec. 66-82. - Composition; terms; vacancies – this is a nine (9) member board currently with four (4) vacancies. Appeals and other hearings may be conducted by panels of five members chosen from among the nine members of the board. Three members of the panel shall constitute a quorum, unless the parties agree to a lesser number. When only three members of the panel are present to conduct a hearing, the decision of the panel must be unanimous.
PROJECT / ITEM NARRATIVE:
Mr. Jernigan is being recommended for reappointment by BAA Board staff liaisons.
FISCAL IMPACT:
N/A
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of the above reappointment. Maintaining experienced members like Mr. Jernigan will help ensure the board continues to function effectively.
OPTIONS FOR COUNCIL MOTION:
Motion to approve and move forward to County Council

From: [Rigg, Elizabeth](#)
To: [Evans, Octavia](#)
Subject: RE: Letters of Intent
Date: Friday, February 7, 2025 10:19:22 AM
Importance: Low

Letter of intent from Chairman Paul Jernigan.

Thanks

Liz

From: Paul Jernigan <sailintobeaufort@yahoo.com>
Sent: Friday, February 7, 2025 10:17 AM
To: Rigg, Elizabeth <erigg@bcgov.net>
Subject: Re: Letters of Intent

[EXTERNAL EMAIL] Please report any suspicious attachments, links, or requests for sensitive information to the Beaufort County IT Division at helpdesk@bcgov.net or to 843-255-7000.

To whom it may concern;

This is verify that I Paul R. Jernigan am seeking re-appointment the Beaufort Board of Assessment Appeals.

My current term expires February 2025. Thank you for your consideration.

Sincerely
Paul Jernigan

Sent from my iPad

On Feb 7, 2025, at 9:47 AM, Rigg, Elizabeth <erigg@bcgov.net> wrote:

Good Morning Gentlemen,

Our admin representative, Octavia is back after being out of the office for 6 weeks. She has requested letters of intent for those BAA members whose terms are expiring. Just type up, sign and email back to me as soon as you can. County



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:
RECOMMEND APPROVAL OF CONTRACT AWARD TO WM OF SOUTH CAROLINA FOR RFP # 012325 MUNICIPAL SOLID WASTE DISPOSAL (\$3,828,808.61)
MEETING NAME AND DATE:
Public Safety and Facilities Committee – February 18, 2025
PRESENTER INFORMATION:
Victoria Hoffman, Solid Waste & Recycling Program Manager 5 minutes
ITEM BACKGROUND:
A Request for Proposals (RFP) produced one responsive bid. The bid was evaluated, and WM of South Carolina was selected based on their experience with the contract, and being the only qualified bid. WM of South Carolina currently holds the contract for residential waste disposal at the Hickory Hill Landfill in Jasper County. In FY24, a total of 73,516.80 tons of waste was disposed of, with associated service costs amounting to \$3,646,484.39.
PROJECT / ITEM NARRATIVE:
Beaufort County seeks to award a contract to WM of South Carolina (the contractor) to dispose of municipal solid waste (MSW) generated by residents in Beaufort County. This includes waste disposal from Beaufort County Convenience Centers, and residential curbside services. The contract cost rate is \$50.62 per ton. This is a continuation of the current rate. The rate shall be locked in for the first two years of the contract. A CIP shall be allowed in the third year and each consecutive year with notification no later than December 15 th . A draft contract will be submitted to legal after the contract award approval.
FISCAL IMPACT:
The estimated total annual project cost, including a 5% contingency to account for tonnage increases driven by population growth, is \$3,828,808.61 . GL Code 5010-90-1340-51166 Funds have been requested for FY26.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of contract award to WM of South Carolina for RFP # 012325 Municipal Solid Waste Disposal. Staff recommends extending the proposed contract term to ten years, with an additional five optional renewal years.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny contract award to WM of South Carolina for RFP # 012325 Municipal Solid Waste Disposal.

Next Steps: County Council Meeting – February 24, 2025.



Beaufort County, SC
Procurement
David Thomas, Director
PO Box 1228, Beaufort, SC 29902

EVALUATION TABULATION
RFP No. 012325
Municipal Solid Waste Disposal
RESPONSE DEADLINE: January 23, 2025 at 3:00 pm
Report Generated: Thursday, January 30, 2025

CONSENSUS SCORECARD SUMMARY

Vendor	Pricing Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Operational Efficiency Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/Oakwood Landfill	-	-	-	-	-

CONSENSUS SCORECARD DETAILS

WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/Oakwood Landfill

Pricing | Points Based | 25 Points (25%)

Description:
Overall pricing structure and cost of services, transparency and reasonableness of proposed fees.

Approach | Points Based | 25 Points (25%)

Description:
Proposed disposal operations work plan, feasibility, and capability to provide service within scope and changes in waste volume or service requirements.

Operational Efficiency | Points Based | 25 Points (25%)

Description:

Proximity of the disposal site, availability of backup plans for service interruptions, proven track record with similar projects and operational safety measures and protocols.

Experience | Points Based | 25 Points (25%)

Description:

Quality and breadth of experience as provided in the form of similar operations. Compliance with local, state and federal regulations.

Total Score:

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/Oakwood Landfill
Proposer confirms the proposal is firm for a period of at least 90 days from the closing date for submission of proposal.	Pass
Please Provide Licenses and Certificate of Insurance.	Pass
Certification regarding Debarment, Suspension, Ineligibility, and Voluntary exclusion	Pass
State whether your company has been involved in any litigation within the past five (5) years, arising out of your performance.	Pass
Explain fully any litigation involving performance.	No Response
Non-Segregated Facilities	Pass
Please upload any relevant certifications and/or licenses	Pass
Proposal (excluding pricing)	Pass
Pricing	Pass

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Bradley Harriott	Public Works Director	Jan 28, 2025 2:57 PM
Victoria Hoffman	Program Manager	Jan 24, 2025 9:34 AM
Brad McAbee	Operations Superintendent	Jan 29, 2025 1:50 PM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Pricing	Points Based	25 (25% of Total)

Description:
Overall pricing structure and cost of services, transparency and reasonableness of proposed fees.

Criteria	Scoring Method	Weight (Points)
Approach	Points Based	25 (25% of Total)

Description:
Proposed disposal operations work plan, feasibility, and capability to provide service within scope and changes in waste volume or service requirements.

Criteria	Scoring Method	Weight (Points)
Operational Efficiency	Points Based	25 (25% of Total)

Description:

Proximity of the disposal site, availability of backup plans for service interruptions, proven track record with similar projects and operational safety measures and protocols.

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	25 (25% of Total)

Description:

Quality and breadth of experience as provided in the form of similar operations. Compliance with local, state and federal regulations.

AGGREGATE SCORES SUMMARY

Vendor	Bradley Harriott	Victoria Hoffman	Brad McAbee	Total Score (Max Score 100)
WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/OAkwood Landfill	97	97	81	91.67

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Pricing Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Operational Efficiency Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/OAkwood Landfill	21.3	23	23.3	24	91.67

INDIVIDUAL PROPOSAL SCORES

WM Lowcountry Hauling/WM Of Georgia Inc. Hickory Hill Landfill/Oakwood Landfill

Pricing | Points Based | 25 Points (25%)

Bradley Harriott: 23

Victoria Hoffman: 23

Brad McAbee: 18

Approach | Points Based | 25 Points (25%)

Bradley Harriott: 25

Victoria Hoffman: 24

Brad McAbee: 20

Operational Efficiency | Points Based | 25 Points (25%)

Bradley Harriott: 25

Victoria Hoffman: 25

Brad McAbee: 20

Experience | Points Based | 25 Points (25%)

Bradley Harriott: 24

Victoria Hoffman: 25

Brad McAbee: 23



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

ITEM TITLE:

RECOMMEND APPROVAL OF CONTRACT AWARD TO GREEN MOUNTAIN TECHNOLOGIES FOR RFP # 121024 PURCHASE, INSTALLATION AND SERVICING OF ENCLOSED COMPOSTING VESSEL (\$165,890)

MEETING NAME AND DATE:

Public Safety and Facilities Committee – February 18, 2025

PRESENTER INFORMATION:

Victoria Hoffman, Solid Waste & Recycling Program Manager

5 minutes

ITEM BACKGROUND:

Last year, Beaufort County was awarded a \$273,600 USDA grant to support a compost pilot program. As part of the grant, funds were allocated for equipment to enhance the composting process. The Solid Waste Department is requesting approval to purchase a composting unit to support the planned food waste diversion program.

To procure the equipment, the County issued a Request for Proposals (RFP 100324) in October, which resulted in only one responsive bid. To encourage more competition, the solicitation was reissued (RFP 121024), yielding four bids. After evaluating the proposals, the top three vendors were interviewed. Green Mountain Technologies was selected as the most qualified vendor based on their experience, expertise in composting, and overall suitability for the project.

PROJECT / ITEM NARRATIVE:

Beaufort County intends to award a contract to Green Mountain Technologies (the contractor) for the purchase, installation, and servicing of an in-vessel composting unit. The proposed equipment, the Intermodal Earth Flow, is priced at \$119,950.00. The contract also includes product support and training for an additional \$16,950.00. Optional selected add-ons include a hydraulic tote loader (\$14,950.00), a WebMACS interface with temperature automation (\$12,450), and an oxygen and temperature probe (\$1,590.00).

The total cost of the proposed contract is \$165,890.

FISCAL IMPACT:

The USDA grant provides for various components to establish compost pilot program grant. The portion of the grant allocated for equipment is up to \$95,000. The remainder of the funds, \$70,890, needed for the contract award will be funded from the Solid Waste budget.

NIFA Grant code 2555-10-0000-57130| Current Balance: **\$178,006.00 (funds to use \$95,000)**

GL Code 5010-90-1340-54500 | Current Balance: **\$615,977.00 (funds to use \$70,890)**

STAFF RECOMMENDATIONS TO COUNCIL:

Staff recommends approval of contract award to Green Mountain Technologies RFP # 121024 Purchase, Installation, and Servicing of Enclosed Composting Vessel.

OPTIONS FOR COUNCIL MOTION:

Motion to approve/deny contract award to Green Mountain Technologies for RFP # 121024 Purchase, Installation, and Servicing of Enclosed Composting Vessel.

Next Steps - If approved, county staff to execute contract.



Beaufort County, SC
Procurement
David Thomas, Director
PO Box 1228, Beaufort, SC 29902

EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

RESPONSE DEADLINE: December 10, 2024 at 3:00 pm

Report Generated: Thursday, January 30, 2025

PHASE 2

EVALUATORS

Name	Title	Agreement Accepted On
Victoria Hoffman	Program Manager	Dec 13, 2024 10:10 AM
Brad McAbee	Operations Superintendent	Dec 13, 2024 1:04 PM
Chloee McGuigan	Recycling Coordinator	Dec 13, 2024 10:14 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Understanding	Points Based	25 (25% of Total)

Description:
Demonstrated understanding of the objectives, scope of work and issues needing to be addressed during each phase of the project.

Criteria	Scoring Method	Weight (Points)
Approach	Points Based	25 (25% of Total)

Description:

EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

The approach to the process and ability to meet objectives in all phases of the project are clearly defined. The proposed installation, servicing schedule and training of program staff meet the project's needs.

Criteria	Scoring Method	Weight (Points)
Pricing	Points Based	25 (25% of Total)

Description:

Pricing of the composting vessel and services proposed are comparable to current market prices.

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	25 (25% of Total)

Description:

Quality and breadth of experience as provided in the form of similar projects and operations.

AGGREGATE SCORES SUMMARY

Vendor	Victoria Hoffman	Brad McAbee	Chloee McGuigan	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	89	87	92	89.33
North American Trading House, LLC	81	80	85	82
EcoRich LLC	64	85	79	76
Engineered Compost Systems	51	65	71	62.33
Excluded				

EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

Page 2

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Understanding Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Pricing Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	23.7	22.3	20	23.3	89.33
North American Trading House, LLC	22.3	20.7	18.7	20.3	82
EcoRich LLC	19.7	18	20.3	18	76
Engineered Compost Systems	16.3	16	10	20	62.33
Excluded					

INDIVIDUAL PROPOSAL SCORES

EcoRich LLC	
Understanding Points Based 25 Points (25%)	
Victoria Hoffman: 15	
Brad McAbee: 25	
Chloee McGuigan: 19	
Approach Points Based 25 Points (25%)	
Victoria Hoffman: 15	
Brad McAbee: 20	
Chloee McGuigan: 19	

Pricing | Points Based | 25 Points (25%)

Victoria Hoffman: 20

Brad McAbee: 20

Chloee McGuigan: 21

Experience | Points Based | 25 Points (25%)

Victoria Hoffman: 14

Brad McAbee: 20

Chloee McGuigan: 20

Green Mountain Technologies (GMT)**Understanding | Points Based | 25 Points (25%)**

Victoria Hoffman: 22

Brad McAbee: 25

Gave good presentation about experience and equipment.

Chloee McGuigan: 24

Approach | Points Based | 25 Points (25%)

Victoria Hoffman: 21

Brad McAbee: 22

Chloee McGuigan: 24

EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

Pricing | Points Based | 25 Points (25%)

Victoria Hoffman: 22

Brad McAbee: 18

Chloee McGuigan: 20

Experience | Points Based | 25 Points (25%)

Victoria Hoffman: 24

Brad McAbee: 22

Have local support in Charleston.

Chloee McGuigan: 24

North American Trading House, LLC

Understanding | Points Based | 25 Points (25%)

Victoria Hoffman: 20

"Food Waste experts"

Brad McAbee: 25

Chloee McGuigan: 22

Approach | Points Based | 25 Points (25%)

Victoria Hoffman: 20

Brad McAbee: 20

Chloee McGuigan: 22

EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

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EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

Pricing | Points Based | 25 Points (25%)

Victoria Hoffman: 20

Brad McAbee: 15

Chloee McGuigan: 21

Experience | Points Based | 25 Points (25%)

Victoria Hoffman: 21

Brad McAbee: 20

Chloee McGuigan: 20

Engineered Compost Systems
(Excluded)

Understanding | Points Based | 25 Points (25%)

Victoria Hoffman: 16

Aerated static pile system with bio cover. Site construction needed for pumps & leachate collection.

Brad McAbee: 15

Chloee McGuigan: 18

Approach | Points Based | 25 Points (25%)

Victoria Hoffman: 10

Scalability. Great plan design, very informative. Not ideal for site.

Brad McAbee: 20

Chloee McGuigan: 18

EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

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EVALUATION TABULATION
RFP No. 121024
Purchase, Installation, and Servicing of Enclosed Composting Vessel

Pricing Points Based 25 Points (25%)
Victoria Hoffman: 5
WAY over budget.
Brad McAbee: 10
Chloee McGuigan: 15
Experience Points Based 25 Points (25%)
Victoria Hoffman: 20
Brad McAbee: 20
Chloee McGuigan: 20

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Victoria Hoffman	Program Manager	Dec 13, 2024 10:10 AM
Brad McAbee	Operations Superintendent	Dec 13, 2024 1:04 PM
Chloee McGuigan	Recycling Coordinator	Dec 13, 2024 10:14 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Understanding	Points Based	25 (25% of Total)

Description:

EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

Demonstrated understanding of the objectives, scope of work and issues needing to be addressed during each phase of the project.

Criteria	Scoring Method	Weight (Points)
Approach	Points Based	25 (25% of Total)

Description:

The approach to the process and ability to meet objectives in all phases of the project are clearly defined. The proposed installation, servicing schedule and training of program staff meet the project's needs.

Criteria	Scoring Method	Weight (Points)
Pricing	Points Based	25 (25% of Total)

Description:

Pricing of the composting vessel and services proposed are comparable to current market prices.

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	25 (25% of Total)

Description:

Quality and breadth of experience as provided in the form of similar projects and operations.

AGGREGATE SCORES SUMMARY

EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

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EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

Vendor	Victoria Hoffman	Brad McAbee	Chloee McGuigan	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	84	87	89	86.67
North American Trading House, LLC	84	80	84	82.67
EcoRich LLC	77	85	81	81
Engineered Compost Systems	51	65	71	62.33

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Understanding Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Pricing Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	23.3	21.7	20	21.7	86.67
North American Trading House, LLC	22	21	19	20.7	82.67
EcoRich LLC	22	19.3	21	18.7	81
Engineered Compost Systems	16.3	16	10	20	62.33

INDIVIDUAL PROPOSAL SCORES

EcoRich LLC
Understanding Points Based 25 Points (25%)
Victoria Hoffman: 21
Brad McAbee: 25

EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

Chloee McGuigan: 20

Approach | Points Based | 25 Points (25%)

Victoria Hoffman: 18

Brad McAbee: 20

Chloee McGuigan: 20

Pricing | Points Based | 25 Points (25%)

Victoria Hoffman: 22

Brad McAbee: 20

Chloee McGuigan: 21

Experience | Points Based | 25 Points (25%)

Victoria Hoffman: 16

Brad McAbee: 20

Chloee McGuigan: 20

Engineered Compost Systems**Understanding | Points Based | 25 Points (25%)**

Victoria Hoffman: 16

Aerated static pile system with bio cover. Site construction needed for pumps & leachate collection.

Brad McAbee: 15

Chloee McGuigan: 18

EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

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EVALUATION TABULATION

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Purchase, Installation, and Servicing of Enclosed Composting Vessel

Approach | Points Based | 25 Points (25%)

Victoria Hoffman: 10

Scalability. Great plan design, very informative. Not ideal for site.

Brad McAbee: 20

Chloee McGuigan: 18

Pricing | Points Based | 25 Points (25%)

Victoria Hoffman: 5

WAY over budget.

Brad McAbee: 10

Chloee McGuigan: 15

Experience | Points Based | 25 Points (25%)

Victoria Hoffman: 20

Brad McAbee: 20

Chloee McGuigan: 20

Green Mountain Technologies (GMT)

Understanding | Points Based | 25 Points (25%)

Victoria Hoffman: 22

Brad McAbee: 25

Chloee McGuigan: 23

EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

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Approach | Points Based | 25 Points (25%)

Victoria Hoffman: 20

Brad McAbee: 22

Chloee McGuigan: 23

Pricing | Points Based | 25 Points (25%)

Victoria Hoffman: 22

Brad McAbee: 18

Chloee McGuigan: 20

Experience | Points Based | 25 Points (25%)

Victoria Hoffman: 20

Brad McAbee: 22

Chloee McGuigan: 23

North American Trading House, LLC

Understanding | Points Based | 25 Points (25%)

Victoria Hoffman: 20

"Food Waste experts"

Brad McAbee: 25

Chloee McGuigan: 21

EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

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EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

Approach | Points Based | 25 Points (25%)

Victoria Hoffman: 21

Brad McAbee: 20

Chloee McGuigan: 22

Pricing | Points Based | 25 Points (25%)

Victoria Hoffman: 21

Brad McAbee: 15

Chloee McGuigan: 21

Experience | Points Based | 25 Points (25%)

Victoria Hoffman: 22

Brad McAbee: 20

Chloee McGuigan: 20



Beaufort County, SC
Procurement
David Thomas, Director
PO Box 1228, Beaufort, SC 29902

EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

RESPONSE DEADLINE: December 10, 2024 at 3:00 pm

Report Generated: Wednesday, January 8, 2025

PHASE 1

EVALUATORS

Name	Title	Agreement Accepted On
Victoria Hoffman	Program Manager	Dec 13, 2024 10:10 AM
Brad McAbee	Operations Superintendent	Dec 13, 2024 1:04 PM
Chloee McGuigan	Recycling Coordinator	Dec 13, 2024 10:14 AM

EVALUATION CRITERIA

Criteria	Scoring Method	Weight (Points)
Understanding	Points Based	25 (25% of Total)

Description:
Demonstrated understanding of the objectives, scope of work and issues needing to be addressed during each phase of the project.

Criteria	Scoring Method	Weight (Points)
Approach	Points Based	25 (25% of Total)

Description:

EVALUATION TABULATION

RFP No. 121024

Purchase, Installation, and Servicing of Enclosed Composting Vessel

The approach to the process and ability to meet objectives in all phases of the project are clearly defined. The proposed installation, servicing schedule and training of program staff meet the project's needs.

Criteria	Scoring Method	Weight (Points)
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Description:

Pricing of the composting vessel and services proposed are comparable to current market prices.

Criteria	Scoring Method	Weight (Points)
Experience	Points Based	25 (25% of Total)

Description:

Quality and breadth of experience as provided in the form of similar projects and operations.

AGGREGATE SCORES SUMMARY

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Green Mountain Technologies (GMT)	84	87	89	86.67
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Engineered Compost Systems	51	65	71	62.33

EVALUATION TABULATION

Request For Proposal - Purchase, Installation, and Servicing of Enclosed Composting Vessel

Page 2

VENDOR SCORES BY EVALUATION CRITERIA

Vendor	Understanding Points Based 25 Points (25%)	Approach Points Based 25 Points (25%)	Pricing Points Based 25 Points (25%)	Experience Points Based 25 Points (25%)	Total Score (Max Score 100)
Green Mountain Technologies (GMT)	23.3	21.7	20	21.7	86.67
North American Trading House, LLC	22	21	19	20.7	82.67
EcoRich LLC	22	19.3	21	18.7	81
Engineered Compost Systems	16.3	16	10	20	62.33

Pricing

Beaufort County

Quantity	Description	Cost	
	20' Intermodal Earth Flow (EF IM20)	\$ 119,950.00	
1	Insulated 20' retrofitted shipping container		
1	Local PLC controls NEMA 4x		
1	Stainless liner and mixing system		
1	In-floor aeration system		
1	Biofilter piping and blower		
1	Spare parts package & replacement flighting		
1	Temperature probe and port		
	Project Support, On Site Commissioning & Freight	\$ 16,950.00	
3 days	Travel Costs for On Site Commissioning & Training		
1 pc	Freight CIP (mainland US estimate)		
30 hrs	Site design support		
	<i>*Does not include taxes</i>	\$136,900.00*	
Optional Add-Ons			
1	Hydraulic tote loader	\$ 14,950.00	
1	WebMACS interface & temperature automation	\$ 12,450.00	
1	Weigh station (WebMACS suggested)	\$ 4,950.00	
1	Cell plan & router (\$1,000 per year after 1 st year)	\$ 1,950.00	
1	Oxygen and temperature probe (20% discounted)	\$ 1,590.00	
1	Upgrade to 40' long Intermodal (2x capacity)	\$ 49,950.00	



In-Vessel Compost Unit & Service Proposal

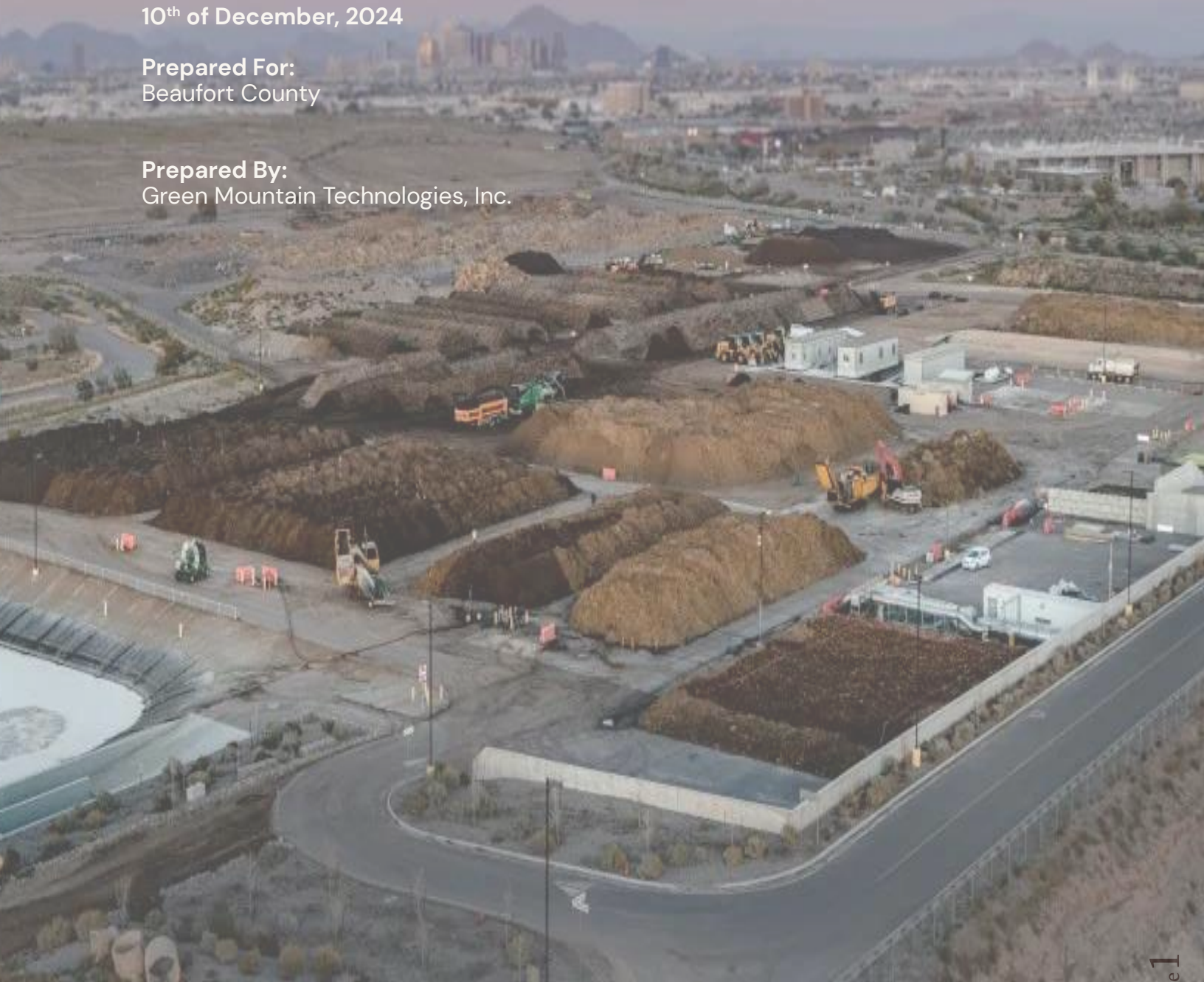
Response to RFP “Purchase, Installation, and Servicing of Enclosed Composting Vessel”

Beaufort County

10th of December, 2024

Prepared For:
Beaufort County

Prepared By:
Green Mountain Technologies, Inc.



GMT Equipment Proposal

Beaufort County



Table of Contents

1. Executive Summary
2. Approach to the Ranking/Planning Process
3. Work Plan and Scheduling
4. Experience and Qualifications
5. Exceptions, Qualifications, or Exclusions



Executive Summary

Green Mountain Technologies (GMT) is delighted to propose the Earth Flow in-vessel composting system as a key component of Beaufort County's strategic initiative for sustainable organics management. This proposal aligns with the county's pilot program for organic waste diversion and aims to establish a new standard for integrated composting practices throughout the region, benefiting the community and the environment.

GMT values the strategic importance of Beaufort County's grant-funded organic waste diversion pilot program. This initiative not only implements a sustainable waste management solution but sets a precedent for broader countywide composting practices in the future.

The GMT in-vessel Earth Flow composting system meets the county's needs by efficiently processing organic materials, including yard waste and food scraps, into nutrient-rich compost, thus aligning with USDA grant requirements for agricultural use. By installing this 20-foot Intermodal Earth Flow system within the approximately 4,000 square-foot site at 9 Benton Field Road, GMT ensures a seamless fit that also allows for scalability with the following benefits:

Local Support and Expertise: With our sales representative only two hours away in Charleston, S.C., GMT ensures prompt service, site visits as needed, and same zone availability and technical assistance to Beaufort County.

Cutting-Edge Technology: The Earth Flow system provides superior odor control, efficient aerobic processes, automated mixing, and bioplastics compatibility- streamlining operations and maintaining a clean, odor-free environment that produces high quality compost.

Proven Durability and Craftsmanship: Proudly made in America, our systems demonstrate reliability proven to last for over 15 years of heavy use, ensuring long-term value.

Education and Community Engagement: The visibility of the composting process within the Earth Flow system serves as a powerful educational tool, promoting community awareness, environmental literacy, and sustainability practices.

Makes High Value Compost: The GMT in-vessel Earth Flow has a proven track record of making high value finished compost for over 15 years. Composting takes time – biologically, it is impossible to produce finished compost in less than a month. The Earth Flow provides microbes with the ideal conditions needed to transform organic material into a microbially rich, stable compost that enhances local soils to be more absorbent and productive for agricultural and horticultural purposes.

For the past 32 years, GMT has partnered with numerous municipalities, positioning us uniquely to support Beaufort County's sustainable waste management goals. We offer scalable solutions tailored to local needs, ensuring long-term success. Moreover, GMT not only provides state-of-the-art technology but also delivers personalized, family-oriented training and ongoing support essential for a thriving composting operation.

With GMT's steadfast commitment to collaboration, quality, and innovation, we are excited to partner with Beaufort County to reduce landfill waste and greenhouse gas emissions. Together, we aim to enhance local soil health and foster community engagement and environmental literacy through effective composting initiatives.

For further information or questions, please feel free to contact us.




Approach to the Ranking/Planning Process

At Green Mountain Technologies (GMT), we prioritize a structured and transparent ranking and planning process to ensure the project's success. Our approach comprises several key elements:

1. **Criteria Definition:** We begin by establishing clear criteria from the RFP and aligning them with Beaufort County's goals. This includes evaluating operational efficiency, scalability, collaboration and engagement with the county & community, and sustainability impacts.
2. **Systematic Evaluation:** We utilize a repeatable ranking system based on defined parameters such as cost-effectiveness, scalability, and technical feasibility. This ensures all project components are assessed uniformly.
3. **Stakeholder Engagement:** Throughout the planning stages, we involve relevant stakeholders, including municipal staff and community members, to gather feedback and insights that inform our decision-making process.
4. **Project Milestones:** We outline key milestones and deliverables tied to the ranking criteria, enabling us to monitor progress and make necessary adjustments as the project evolves.
5. **Reporting and Transparency:** Regular reporting updates will be shared with Beaufort County to maintain transparency around project implementation status and to ensure ongoing alignment with defined goals.

Through this systematic and collaborative approach, GMT is committed to delivering a project that meets and exceeds Beaufort County's expectations while fostering community engagement and support.



Work Plan & Scheduling



GMT embraces a strategic approach with comprehensive planning to ensure a successful setup and operation of the Earth Flow system. Our comprehensive approach emphasizes not only the deployment of the Earth Flow machine but also robust support & consultation during the planning and construction phases, including coordination with local and regulatory agencies as needed. GMT commits to being available for consulting to ensure the site infrastructure is adequately prepared for the successful installation & compatibility with the composting equipment. This proactive collaboration with Beaufort County ensures alignment with all project requirements and readiness for future scalability as peak monthly inbound volumes of waste will naturally increase over time as the popularity of the program increases with residents.

GMT will provide expert consulting services to address site preparation needs and verify that all foundational requirements are met, thus ensuring the proposed equipment can operate optimally within the designated area. This engagement includes readiness assessments and recommendations for infrastructure needs and foundational enhancements that may be specific to the Earth Flow composting system.

Installation Planning and Timeline Coordination

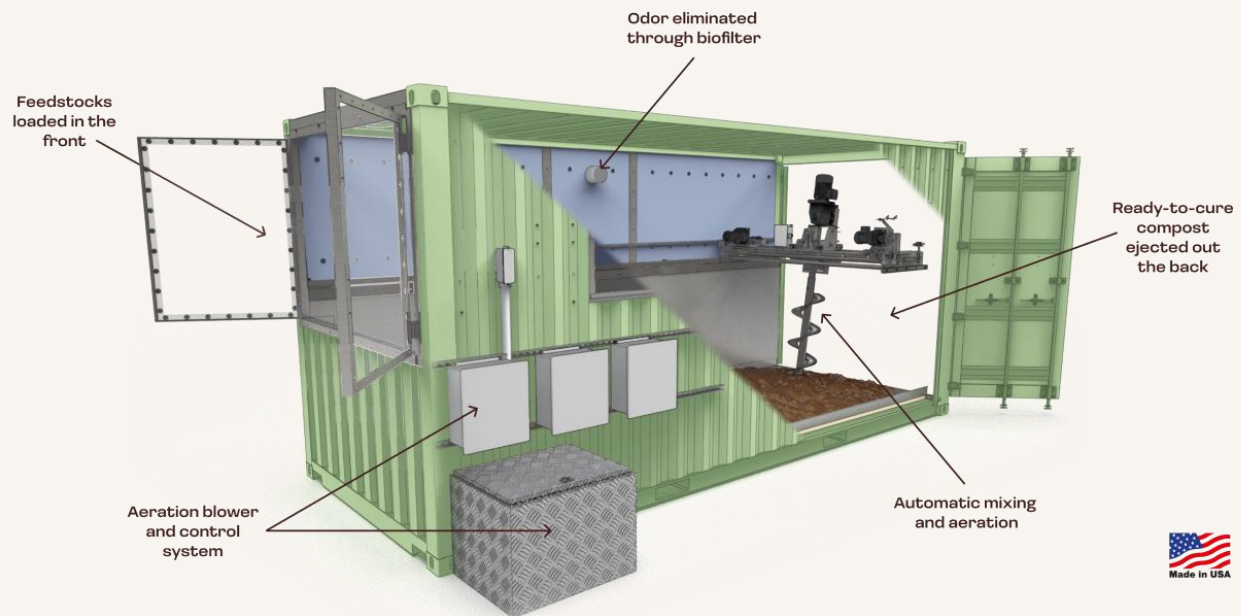
Manufacturing Lead Times and Installation Timeline: GMT offers an estimated lead time of six months from order to delivery, ensuring alignment with project timelines. Installation will take place on-site, with in-person staff training on operating and maintaining the system following the electrical energization of the site. This approach guarantees seamless integration and optimal use of on-site time. We are committed to closely coordinating Beaufort County's scheduling requirements to align with electricity preparation, facilitating a smooth project rollout.

Thorough Installation Planning and Execution

Site Integration: GMT will conduct detailed in-person and remote site assessments to ensure the Earth Flow system integrates seamlessly into the existing infrastructure at 9 Benton Field Road. This includes advising on necessary site enhancements such as electric line installations and potential construction modifications like pole barns or asphalt paving. Our system's design ensures it fits the roughly 4,000 square



foot area while allowing room for scalability, accommodating future growth demands.



Electrical and Installation Coordination: To ensure a well-integrated composting system, GMT will provide detailed wiring schematics that will form the basis for the project's electrical components. During our on-site commissioning and training, we will complete all low-voltage terminations, ensuring that all connections comply with operational standards.

Based on the information provided in the RFP's question and answer section, we understand that Beaufort County will be responsible for all high-voltage wiring. The GMT Earth Flow is compatible with both single-phase 220V commercial power and three-phase power. While three-phase power is generally more efficient, the performance of the Earth Flow machine remains unaffected by the type of electricity used.

This proactive collaboration allows us to meticulously fulfill all electrical requirements, ensuring that the integrated systems operate efficiently and effectively within the project timeline.

Pre-Installation Site Assessment: GMT will conduct a detailed site visit prior to installation to assess site conditions, including the existing electrical infrastructure, ensuring all prerequisites are identified and addressed.

Logistics and Equipment Setup: We will oversee the logistics of equipment shipping, including offloading and storage, while collaborating closely with Beaufort County staff to ensure alignment with the delivery schedule.

Collaborative Installation Process: Our Earth Flow system engineers will be onsite to work directly with Beaufort County's electricians to facilitate the accurate connection of our system to the existing power infrastructure.



Compliant Technology: The Earth Flow composting system is specifically engineered to meet all the compost unit requirements outlined in Section 4.2 of the RFP. It includes:

Continuous Flow Operations: The Earth Flow system efficiently processes food scraps and other organic waste, allowing for regular addition and removal of materials to maintain a steady workflow. It can produce ready-to-cure compost in as little as 21 days. With a completely flexible loading schedule, operators can customize the addition of approximately 1,000 pounds of feedstocks daily to meet their changing needs and seasonal fluctuations. The system also facilitates the removal of about 500 pounds of ready-to-cure compost, ensuring adaptability to varying operational demands.

Fully Enclosed Design: The unit is entirely enclosed and constructed with a high-quality stainless-steel liner on all wet surfaces, ensuring durability and resistance to corrosion.

Advanced Mixing and Aeration: The Earth Flow system features a cutting-edge self-mixing and fully automated aeration system, which optimizes the composting process by enhancing the breakdown of organic materials and maintaining ideal environmental conditions.

Ability to Compost BPI Certified Compostable Products: The Earth Flow system is designed to handle BPI certified compostable products effectively, ensuring that a wider range of organic materials can be processed efficiently. This capability not only helps in diverting waste from landfills but also aligns with sustainable practices, enhancing the overall compost quality and supporting effective waste diversion strategies in the community.

Visible Composting Process: The Earth Flow system is designed with accessible windows and doors that allow operators and visitors to easily check on the composting process at any time. This unique visibility fosters valuable educational tours and programming opportunities, enabling stakeholders to witness firsthand how organic materials are transformed into rich compost — a distinct advantage over traditional drum-style systems, where the composting process is concealed.

Integrated Monitoring Capabilities: Equipped with temperature ports for precise monitoring, the system allows operators to track internal conditions and ensure optimal operation.

Rodent-Proof Sealing: The system design includes sealed openings to prevent rodent access, maintaining a hygienic and secure composting environment.

Biofiltration for Effective Odor and Emissions Control: All process air is captured and directed through an integrated biofilter system, which effectively reduces odor and lowers emissions by up to 95%, supporting environmental compliance and community satisfaction.

By meeting these comprehensive requirements, the Earth Flow system demonstrates its capability to provide a reliable, efficient, and environmentally friendly composting solution tailored to the needs of Beaufort County's innovative pilot program.

Comprehensive System Testing and Support

Installation and Commissioning: From equipment offloading to full system integration, GMT manages the entire installation process.



System Testing and Optimization: Post-installation, GMT conducts an extensive test run using a variety of feedstocks to guarantee optimal performance upon pilot launch and seamless integration with electrical setups. This step ensures that all systems are fine-tuned and fully operational before launching full-scale operations.

Ongoing Support and Warranty: Operational excellence is pivotal to our partnerships. With our proximity in Charleston, South Carolina, we provide robust support through remote means such as phone calls and online consultations and offer additional site visits or training sessions for a nominal fee. Our proposal includes a one-year parts-only warranty and complimentary support during the first year of system operations, featuring regular check-ins to ensure optimal performance, remote diagnostics for troubleshooting any issues, and swift issue resolution. As a family-owned and operated company based in the U.S., we pride ourselves on delivering family-style service and support, emphasizing accessibility and personalized customer care to meet our clients' needs effectively.

Targeted Training for County Staff

In-Depth Training Programs: Proper composting hinges on proper operations. At the core of this is operator knowledge and training. Our training programs are designed to empower Beaufort County staff with the skills needed to operate and maintain the Earth Flow system effectively. These sessions cover operational procedures, safety protocols, and routine maintenance practices, supported by detailed operation and maintenance manuals.

Commitment to Project Objectives

Continuous Learning and Support: In the first year of composting with the Earth Flow, GMT offers free and unlimited training and support to facilitate a successful transition to on-site organic waste management, including guidance on compost recipe generation, balancing feedstock ratios, troubleshooting frequently asked questions and more. Following this initial year of regular interaction and check-ins, GMT provides access to ongoing training resources and remote consultations, promoting a deeper understanding and consistent operational efficiency among program staff. Additionally, we supply a comprehensive operations and maintenance manual for the Earth Flow system, offering detailed guidance on routine inspections, maintenance protocols, and troubleshooting steps to ensure long-term sustainability, best practices for preventative maintenance, and ease of use.

Collaborative Project Management: Our approach emphasizes collaboration at every project phase, ensuring all actions align with Beaufort County's goals. GMT's experience in managing similar scale municipal in-vessel composting programs ensures we anticipate potential challenges and address them proactively.

Adaptability and Customization: Our modular design facilitates scalable growth and future enhancements with minimal disruption, allowing Beaufort County to respond nimbly to increased waste volumes or regulatory updates.

With this strategic approach, GMT is well-equipped to fulfill Beaufort County's composting system objectives, effectively integrating our technology into the community and laying a foundation for sustainable composting practices.

Scalability Plan:



Green Mountain Technologies recognizes Beaufort County's strategic approach to implementing a scalable organics management solution. The program will initially focus on receiving food scraps from the drop-off location at the convenience center; we are fully equipped to support this foundational phase. As the initiative progresses, GMT will facilitate the integration of added volume from organic waste from schools and ultimately expanded contributions from businesses and residences. Our expertise and commitment to fostering comprehensive waste management solutions enable us to align with Beaufort County's vision and ensure a successful, long-term implementation of organic waste diversion across the community.

For Beaufort County's pilot project, we propose starting with a 20' Intermodal Earth Flow composter. As the volume of waste generated through the composting program increases, GMT is committed to supporting Beaufort County in scaling up operations to meet their evolving needs and goals.

Scaling options include:

1. **Adjusting Retention Times:** By reducing the retention time in the Earth Flow composting vessel from three weeks to two weeks or less, we can significantly increase the annual processing capacity of the system.
2. **Aerated Static Pile (ASP):** We can design and install an aerated static pile adjacent to the Earth Flow unit to finish the composting process more efficiently. This method allows for additional volume management while enhancing the quality of the finished compost.
3. **Upgrading to a Larger Unit:** If the composting needs exceed the capacity of the 20' Intermodal, we can transition to a larger 40' Intermodal Earth Flow, which offers over double the processing capacity.

Additionally, the 20' Intermodal unit can be relocated within the county to support on-site composting at different locations or used in tandem with a second vessel installed side by side, providing further flexibility to adapt to the county's waste management strategies.

This scalability plan ensures that Beaufort County can effectively manage increasing waste volumes while optimizing their composting processes over time.

Project Timeline Overview

- **Project Award and Initial Engagement:** Date to Be Determined (TBD)
 - Finalize contract details and receive deposit.
 - Establish regular communication with Beaufort County to detail project timeline and key deliverables.
- 1. **Order and Production Phase (0–6 Months Post-Contract Award)**
 - **Week 1:** Confirm project specifics and receive the installation deposit to initiate production.
 - **Weeks 2–8 (Months 1–2):** Begin manufacturing of the Earth Flow system components.
- 2. **Pre-Installation Planning and Site Visit (1–3 Months)**



- **Months 1–2:** Conduct a preliminary site visit to evaluate site conditions and commence detailed consultation.
 - Confirm site readiness for equipment installation and validate infrastructure plans, including electrical requirements.
 - **Months 2–3:** Provide comprehensive planning and project support.
 - Address any infrastructure needs (e.g., site modifications, electrical enhancements).
 - Collaborate with Beaufort County for necessary permitting or regulatory compliance.
- 3. Completion of Production and Preparation for Shipping (3–6 Months)**
- **Months 3–5:** Finalize manufacturing processes for the system components.
 - **Month 6:** Prepare for shipment of the system.
 - Coordinate with logistics partners for equipment shipment.
 - Align delivery schedule with site readiness.
- 4. On-Site Installation and Training (6–7 Months)**
- **Week 1 (Month 6):** Deliver and offload equipment at the project site.
 - **Weeks 2–3:** Perform on-site installation.
 - Integrate with existing infrastructure and complete electrical setup.
 - **Week 4:** Conduct comprehensive training for Beaufort County staff, setting up operational procedures.
 - Distribute operations and maintenance manuals.
 - Conduct system testing with various feedstocks to ensure optimal performance.
- 5. Post-Installation Support (Ongoing Post-Installation)**
- Offer ongoing technical support and conduct additional training sessions and site visits as needed.
 - Perform routine system check-ins to ensure efficiency and effectiveness.
 - Utilize remote diagnostics for quick issue identification and resolution.

Key Milestones

- **Deposit Received:** Triggers start of production and initial planning consultation.
- **Site Visit Completed:** Ensures site and infrastructure readiness.
- **Production Completed:** System ready for shipping.



- **Complete installation:** System operational and staff training finalized.
- **Post-Launch Support Initiated:** Continuous support and system monitoring begin.



Experience and Qualifications



GREEN MOUNTAIN
TECHNOLOGIES™

www.compostingtechnology.com

♥give
10%

(206)-319-7102
sales@compostingtechnology.com

Founded in 1992, Green Mountain Technologies (GMT) is dedicated to realizing the environmental and economic benefits of well-designed composting facilities. We have designed over 400 compost facilities globally, 60 of which feature our Earth Flow in-vessel systems, as proposed in this RFP.

GMT engages in projects nationwide, processing over 2.5 million tons of waste annually. In 2024, we deployed systems for municipal governments in Traverse City, Michigan; Boulder County, Colorado; Billings, Montana; and King County, Washington. Betsy La Force, a key member of our Earth Flow team, played a significant role in the City of Charleston's residential food scrap composting program. Her insights from this experience will be instrumental in helping Beaufort County achieve its goals.

The City of Charleston's data guides our estimate of a 356-ton capacity for Beaufort County's initial phase, with the 20' Intermodal Earth Flow capable of processing over 300 tons of food scraps annually, offering scalability. This is based on conservative estimates despite Beaufort County's smaller population compared to Charleston.

It is important to note, that in a rapidly evolving market, some emerging technologies present themselves as quick composting solutions but often function more like dehydrators. While these systems can offer rapid turnaround times, they do not achieve the same level of organic matter breakdown and nutrient-rich output as conventional composting systems, nor do they produce material that qualifies as finished compost for direct application and use in agriculture and horticulture. GMT's patented aerobic composting process ensures comprehensive breakdown and stabilization of organic waste, resulting in a high-quality, USCC-certified compost that supports agricultural applications.

Project Manager: Cameron Snow



Cameron is an Engineer at GMT managing the technical elements of the Earth Flow product line and provides storm water and CAD design for ASP systems.

Cameron graduated from the University of Idaho with a B.S. in Biological and Agricultural Engineering. At GMT Cameron works designing, constructing and commissioning the Earth Flow and supporting design for the ASP systems. Prior to joining GMT, Cameron worked in conservation with Northwest Watershed Institute and at the UI Industrial Assessment Center.

Cameron will serve as the site manager/coordinator, overseeing the actual installation process alongside another GMT engineer and the local sales representative.



Technical Lead: Orion Black-Brown

Orion Black-Brown
Director of Operations

Orion Black-Brown has helped design, permit, and construct over a dozen compost facilities around the world. He brings his attention to detail, project management experience and mechanical background to ensure client needs are addressed in a professional and prompt fashion. He oversees GMT's project management, administrative and drafting teams. Prior to working at GMT, Orion spent three years in new product development supporting startups, universities, and Fortune 500 companies as they brought their ideas to life. These experiences taught him the importance of transparency, empathy, and organization to successful project execution, and he brings these lessons to his work at GMT.

Education

University of Washington B.S. Mechanical Engineering (BSME)

Affiliation & Awards

The United States Composting Council
NWRA Organics Management Facility of the Year Award

Industry Experience

2019 – Present: Green Mountain Technologies
2018 – 2019: Synapse Product Development
2017 – 2018: Researcher University of Washington
2016: Researcher. OUT

Local Earth Flow Representative: Betsy La Force

Betsy La Force serves as the Earth Flow Sales & Business Development Manager at Green Mountain Technologies (GMT), bringing nearly a decade of extensive experience in the composting industry. Her expertise encompasses essential areas such as organic waste hauling, environmental advocacy



at both local and state levels, and project management, providing her with a well-rounded understanding of sustainable waste solutions.

A native of South Carolina and a graduate of the College of Charleston, Betsy has augmented her industry knowledge with certifications in Permaculture Design from the Occidental Arts & Ecology Center in California, Master Naturalist training from Clemson University, Compost Operations Training Certification through the North Carolina Compost Council, and Climate Reality Leadership training through the Al Gore Climate Reality Project, enhancing her ability to champion environmentally responsible initiatives.

Based in Charleston, South Carolina, Betsy has been instrumental in developing and managing composting systems specifically tailored to municipal needs, focusing on efficient and scalable solutions. Her experience uniquely positions her to navigate and execute complex composting projects that align seamlessly with Beaufort County's strategic objectives.

In her role as the lead project manager, Betsy will coordinate site visits to Bluffton, facilitate in-person planning and permitting meetings, and provide essential support for on-site training and installation. She will also play a critical role in planning and rolling out the logistics and details of the compost program.

Traverse City, Michigan Earth Flow Installation

Year Installed: 2024

Contact name: Frank Dituri, Director of Public Services, City of Traverse City

Key GMT staff involved in project: Cameron Snow, Betsy La Force

Contact email & phone: fdituri@traversecitymi.gov; 231-922-4900 ext116

Summary: In 2024, GMT installed an Earth Flow IM20 in-vessel composting system as part of a pilot project to enhance organic waste collection. Partnering with Carter's Compost and SEEDS Ecology & Education Center, this system processes up to 180 tons of waste annually. It features a fully contained, odor-controlled design, employing wood chips as a "brown matter" supplement. This initiative underscores Traverse City's commitment to sustainable waste management and serves as a model for effective community-scale composting practices.



Boulder County, Colorado Earth Flow Installation

Year Installed: 2024

Key GMT staff involved in project: Cameron Snow, Betsy La Force

Contact name: J. Cody Lillstrom, Deputy Director

Contact email & phone: jlillstrom@bouldercounty.gov; 720-564-2757

Summary: In Boulder County, Colorado, GMT successfully installed a 20' Intermodal Earth Flow system at the county transfer station. This installation supports the county's residential food scrap drop-off program by processing food scraps and shredded yard waste directly on-site. The Earth Flow system provides an effective solution for the community, which is located far from existing large-scale commercial composting infrastructure. By enabling reliable, odor-free, and critter-free composting, Boulder County offers its residents high-quality compost, enhancing local sustainability efforts and bridging the gap in access to composting facilities.



University of Idaho, Earth Flow Installation

Year Installed: 2024

Key GMT staff involved in project: Cameron Snow, Betsy La Force

Contact name: Sarah Dawson, University Sustainability Director

Contact email & phone: sdawson@uidaho.edu; 1-208-310-5985

Summary: The University of Idaho addressed high landfill disposal costs and a 450-mile waste transport journey by implementing an Intermodal Earth Flow composting system from GMT. This initiative is part of the university's broader recycling and waste reduction efforts, aimed at minimizing the campus's greenhouse gas footprint. The system processes approximately 300 tons of food waste annually, 60% of the campus's total waste—, saving \$30,000 in landfill costs. Students actively manage the system, which produces compost used for campus landscaping and organic gardens and considered for sale to the local community.



GMT is happy to provide additional references if desired! Feel free to reach out to us.



Conclusion



Partnering with GMT provides Beaufort County with the opportunity to lead in sustainable organic waste management on the South Coast of South Carolina. Our national and local expertise ensures effective waste diversion, enhanced soil health, and increased economic opportunities through compost sales, all while fostering community engagement.

By choosing GMT, Beaufort County not only invests in a state-of-the-art composting solution but also secures reliable, ongoing local support to promote long-term sustainability. We are fully committed to delivering a tailored and innovative composting system that meets the county's specific needs.

Our extensive experience and local presence equip us to navigate the complexities of the project effectively. From assessing site conditions and ensuring seamless electrical integration to providing hands-on training and continuous monitoring, GMT is dedicated to achieving and exceeding the county's goals for reducing landfill waste and contributing to a healthier environment. We believe our Earth Flow composting system will significantly foster community engagement and long-term environmental stewardship for years to come.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 5.

ITEM TITLE:
Request to purchase six waste compactor units for Beaufort County Convenient Centers (\$480,822.86).
MEETING NAME AND DATE:
Public Facilities Committee - February 18, 2025.
PRESENTER INFORMATION:
Jared Fralix, Assistant County Administrator - Infrastructure Victoria Hoffman, Solid Waste & Recycling Time needed for discussion = 5 minutes
ITEM BACKGROUND:
Compactor units at the Convenient Centers have surpassed their recommended service life of 10 years. They experience mechanical issues and services at the Convenient Centers are negatively affected by this. The selected vendor is under a state contract. Quote prices were compared with other vendors with similar units. The state contract is preferable as it provides all services needed: installation of metal guards, removal of existing units, and installation of new units. Based on the center's individual needs, the following units are being proposed for purchase: Shanklin—RJ-500 HD (3), RJ-500 (3), total cost: \$480,822.86. The total cost of the 6 units and additional parts is \$480,822.86.
PROJECT / ITEM NARRATIVE:
Solid Waste & Recycling would like to replace compactor units that are in disrepair. Staff requests to move forward with the purchase of the compactor units under state contract# 4400032006 with Becker Complete Compactor Inc.
FISCAL IMPACT:
The vendor is under a state contract. The estimated cost for the purchase is \$480,822.86, which has been budgeted for FY25. A quote has been provided for the units at each center. The current funding account is 5010-90-1340-54100. The current funds remaining in the account are \$615,977.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends moving forward with Becker to purchase the waste compactor units.
OPTIONS FOR COUNCIL MOTION:
Motion to accept /deny the request to purchase waste compactor units. <i>(Next Step – Forward action to County Council on February 25, 2025 for approval.)</i>



Becker Complete Compactor

Becker Complete, LLC
2542 CHARLESTON HWY
WEST COLUMBIA, SC 29172-3902
Phone: 803-755-0075

Order #	Date
S7742	01/31/2025

Bill To:	Ship To:
County of Beaufort 100 Ribaut Rd Beaufort, SC 29902	County of Beaufort 100 Ribaut Rd Beaufort, SC 29902
Customer: County of Beaufort	

Sales Rep	Payment Terms	FOB Point	Carrier	Date Scheduled
Devin	COD	Origin	Will Call	01/31/2025

Item #	Number	Description	Total Price
1	RJ-500 HD	Standard Features Include: RH Side mounted Power Pack; Weather Cover for Power Pack; 3 Phase Tri-Volt; Push Button Control Station Mounted on 13' Sealtite; Ratchets with Grab Claws; External Reset Button in Panel Box Face; Driver Switch; and UL Listed NOTE: 3 PH 230; Shanklin;	\$ 292,770.00
2	RJ-500	Standard Features Include: RH Side mounted Power Pack; Weather Cover for Power Pack; 3 Phase Tri-Volt; Push Button Control Station Mounted on 13' Sealtite; Ratchets with Grab Claws; External Reset Button in Panel Box Face; Driver Switch; and UL Listed	\$ 198,327.00
3	000444	Fullness package Includes advanced warning and container full	\$ 10,044.00
4	000284	Controls on 20' sealtite in lieu of 13'	\$ 2,256.00
5	000005	Pressure gauge on 20' hose - Single needle & single color	\$ 4,596.00
6	000014	Container guide 5' long	\$ 21,816.00
7	000016	Container stops	\$ 3,096.00
8	RJ-40 OC XHD	RJ-40 OC XHD NOTE: Required receiver box for RJ-500 HD models;	\$ 95,097.00
9		Subtotal	\$ 628,002.00
10	30%	30% Discount	-\$ 188,400.60
11		Subtotal	\$ 439,601.40
12	FREIGHT-01	Freight with Shipping and Handling NOTE: Delivery of (6) compactors and (3) RJ-40 OC XHD;	\$ 17,600.00



Becker Complete Compactor

Becker Complete, LLC
2542 CHARLESTON HWY
WEST COLUMBIA, SC 29172-3902
Phone: 803-755-0075

Estin

Item 5.

Order #	Date
S7742	01/31/2025

Subtotal:	\$457,201.40
Sales Tax:	\$23,621.46
Total:	\$480,822.86

Approval:_____ Date:_____



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 6.

ITEM TITLE:
Recommendation of a change order to IPW Construction Group for IFB #120123E Laurel Bay Rd Pathway Project (\$350,000)
MEETING NAME AND DATE:
Public Facilities Committee – February 18, 2025
PRESENTER INFORMATION:
Bryan Bauer, PE, Director of Engineering (5 mins)
ITEM BACKGROUND:
On October 31, 2023, Beaufort County published IFB #120123E Laurel Bay Road Pathway Project requesting competitive bids for the material procurement and construction of a pathway along Laurel Bay Rd. On December 1, 2023. On February 14, 2024 Beaufort County entered into a contract with IPW Construction Group for the scope of work, with an approved total of \$4,950,940.79, including contingency.
PROJECT / ITEM NARRATIVE:
Unforeseen circumstances have transpired that have caused the project cost to exceed the approved contingency amount. Items included in the change order are repairs and delays due to tropical storms Helene and Milton, additional utility relocation costs (some of which will be reimbursed), additional earthwork, and scope additions.
FISCAL IMPACT:
The change order for materials and construction in the amount of \$350,000.00 which will complete the project. The change order will be funded from the 2018 One Cent Sales Tax – Sidewalks and Multi-Use Pathways account number 4705-80-0000-54500-PTHWY with a balance of \$13,722,444.91.
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of change order to IPW Construction Group for IFB #120123E Laurel Bay Pathway Project of \$350,000
OPTIONS FOR COUNCIL MOTION:
Motion to approve/deny recommendation of a change order to IPW Construction Group for IFB #120123E Laurel Bay Rd Pathway Project of \$350,000 <i>Next Step: Move forward to County Council to approve/deny the recommended change order.</i>



EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

RESPONSE DEADLINE: January 21, 2025 at 3:00 pm

Report Generated: Tuesday, January 21, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Blythe Construction, Inc.	\$645,526.50

TABLE 1

Table 1					Blythe Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	1031000 MOBILIZATION	1	LS	\$70,000.00	\$70,000.00
X	2	1032010 BONDS AND INSURANCE	1	LS	\$15,000.00	\$15,000.00
X	3	1050800 CONSTRUCTION STAKES, LINES & GRADES	4	EA	\$1,450.00	\$5,800.00
X	4	1071000 TRAFFIC CONTROL	1	LS	\$46,000.00	\$46,000.00
X	5	4011044 LIQUID ASPHALT BINDER PG64-22	161	TON	\$575.00	\$92,575.00
X	6	4012060 FULL DEPTH ASPH. PAV. PATCHING 6" UNIF.	671	SY	\$59.00	\$39,589.00
X	7	4013400 MILLING EXISTING ASPHALT PAVEMENT 4.0"	13428	SY	\$5.80	\$77,882.40
X	8	4019000 MILLED-IN RUMBLE STRIP	0.44	MI	\$18,125.00	\$7,975.00

EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Selected	Line Item	Table 1			Blythe Construction, Inc.	
		Description	Quantity	Unit of Measure	Unit Cost	Total
X	9	4020330 HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B	1343	TON	\$108.50	\$145,715.50
X	10	4030320 HOT MIX ASPHALT SURFACE COURSE TYPE B	1343	TON	\$101.00	\$135,643.00
X	11	6021120 PERMANENT CONSTRUCTION SIGNS (GROUND MOUNTED)	224	SF	\$11.50	\$2,576.00
X	12	6241005 4" WHITE BROKEN LINES (GAPS EXCL.) PERM.PVMT.MARKING	1346	LF	\$0.85	\$1,144.10
X	13	6241010 4" WHITE SOLID LINES (PVT. EDGE LINES) PERM.PVMT.MARKING	2324	LF	\$0.55	\$1,278.20
X	14	6241025 24" WHITE SOLID LINES (STOP/DIAGONAL LINES) PERM.PVMT.MARKING	54	LF	\$14.40	\$777.60
X	15	6241030 WHITE SINGLE ARROWS (LT, STRGHT, RT) PERM.PVMT.MARKING	3	EA	\$115.00	\$345.00
X	16	6241035 WHITE WORD MESSAGE "ONLY" PERM.PVMT.MARKING	3	EA	\$115.00	\$345.00
X	17	6241074 4" YELLOW SOLID LINES(PVT.EDGE LINES) PERM.PVMT.MARKING	1862	LF	\$0.60	\$1,117.20
X	18	6250005 4" WHITE BROKEN LINES (GAPS EXCLUDED) FAST DRY PAINT	1346	LF	\$0.15	\$201.90
X	19	6250010 4" WHITE SOLID LINES (PVT. EDGE LINES) FAST DRY PAINT	2324	LF	\$0.15	\$348.60
X	20	6250025 24" WHITE SOLID LINES (STOP/DIAGONAL LINES) FAST DRY PAINT	54	LF	\$1.15	\$62.10
X	21	6250030 WHITE SINGLE ARROWS (LT, STRGHT, RT) FAST DRY PAINT	3	EA	\$17.30	\$51.90

EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Table 1					Blythe Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	22	6250035 WHITE WORD MESSAGE "ONLY" FAST DRY PAINT	3	EA	\$17.30	\$51.90
X	23	6250110 4"YELLOW SOLID LINE(PVT.EDGE & NO PASSING ZONE) FAST DRY PAINT	1862	LF	\$0.20	\$372.40
X	24	6300005 PERMANENT CLEAR PAVEMENT MARKERS - MONO-DIR.- 4"X4"	78	EA	\$8.65	\$674.70
Total						\$645,526.50

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Blythe Construction, Inc.
Certification	Pass
Contact information of authorized representative?	Pass
Please Provide Licenses and Certificate of Insurance	Pass
100% Labor and Material Payment Bond	Pass
Bidder Confirmation	Pass
Communications	Pass
Are you submitting this bid as a local vendor?	Pass
Local Vendor Preference - Participation Affidavit	Pass
Non-Collusion Affidavit of Prime Bidder	Pass
Will you be using subcontractors?	Pass
Non-Collusion Affidavit of Subcontractor	Pass
Certification By Contractor Regarding Non-Segregated Facilities	Pass

EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Question Title	Blythe Construction, Inc.
Consent of Surety	Pass
Business Organization	
Type of Business Organization:	Pass
If you selected "Other" for your type of business, please explain:	Pass
If applicable, please provide name of partners and additional information below:	Pass
If your agency is a Corporation:	
Are you a Subchapter S Corporation?	Pass
Please provide Subchapter S Shareholders:	No Response
If individually owned:	Pass
Have you ever operated under another name?	Pass
Please provide all other business names and addresses of principal place of business for each business:	Pass
Bonding	
Please provide the Bonding information:	Pass
Do you intend to use any alternative form of security	Pass
Indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)	No Response
Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?	Pass
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim.	No Response

EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Question Title	Blythe Construction, Inc.
Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?	Pass
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)	No Response
Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:	
In the last in the last five years, received any fines or citations for building code violations which were unrelated to design?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Ever been found to be guilty of charges relating to conflicts of interest:	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
In the last five years, been found guilty of any minority contracting law violations?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
In the last five years, pleaded no contest in any criminal proceeding related to contracting?	Pass

EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Question Title	Blythe Construction, Inc.
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Ever been disbarred from doing Federal, state, or local government work for any reason?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Ever been terminated on a contract due to your default?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
In the last five years, paid liquidated damages for being late on a project?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	Pass
In the last five years, been subject to tax collection proceedings?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
In the last seven years, filed for bankruptcy?	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response
Under what chapter of bankruptcy did you file?	No Response
If you filed under Chapter 11 Reorganization, how long did you operate under this status?	No Response
Are you operating under Chapter 11 status now?	No Response
Safety	

EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Page 6

EVALUATION TABULATION

IFB No. 012125

US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Question Title	Blythe Construction, Inc.
Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body?	Pass
State date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.	No Response
List your worker's compensation experience modifier for the last three years.	No Response
References	
Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.	Pass
Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:	
The contractor certifies:	Pass
Explain fully if it has been involved in any litigation involving performance.	No Response
Small and Minority Business Participation Program	
Are you a Small or Minority Business ?	Pass
Upload your Small/Minority Documentation	No Response
Are you self-performing 100%?	Pass
Self-Performing 100% Affidavit	No Response
Good Faith Agencies Distribution List	Pass

EVALUATION TABULATION

Invitation For Bid - US 278 Resurfacing - Mile point 2.84 to mile point 3.06

Page 7



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 7.

ITEM TITLE:
Recommendation of Contract Award to Blythe Construction for US Hwy 278 Resurfacing IFB# 012125 (\$710,079.15)
MEETING NAME AND DATE:
Public Facilities Committee-February 18 th 2025
PRESENTER INFORMATION:
Bryan Bauer, Director of Engineering (5Min.)
ITEM BACKGROUND:
<p>On December 17,2024, Beaufort County Published IFB 012125 US Hwy 278 resurfacing project requesting competitive bids for the material procurement and construction of a hot mixed asphalt roadway resurfacing. On January 21, 2025. The County received (1) Bid to perform the specified scope.</p> <p>Blythe Construction was the only responsive bid.</p>
PROJECT / ITEM NARRATIVE:
<p>The Beaufort County CTC received one-time funding to extend roadway improvements previously performed with the SC 170/278 improvements and resurfacing.</p> <p>Resurfacing will be from the Okatie river bridge to Hampton Parkway, approximately .22 miles</p> <p>This award was presented to the County Transportation Committee on February 5, 2025, and approved</p>
FISCAL IMPACT:
<p>The Contract fee is for Materials and Construction in the amount of \$645,526.50. Staff recommends a 10% contingency of \$64,552.65, Bringing the project total cost to \$710,079.15.</p> <p>The funding for this project will be CTC Infrastructure account number 2343-30-000-54500 with a balance of \$5,541,909.41</p>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of contract award to Blythe Construction for US 278 Resurfacing for IFB# 012125.
OPTIONS FOR COUNCIL MOTION:
<p>Motion to approve/deny recommendation of contract award to Blythe Construction for IFB #012125</p> <p><i>Next step: Move to County Council for approval</i></p>

Item 7.



Google Earth

Image © 2024 Airbus



651

600 ft

Scope of Work

- All work shall be performed and completed in accordance with South Carolina Department of Transportation (hereinafter “SCDOT”) Standard Specifications for Highway Construction, 2025, or latest edition, including revisions (hereinafter “Standard Specifications”), the SCDOT Supplemental Specifications in effect at the time of letting, the SCDOT Construction Manual, 2004 Edition (hereinafter “Construction Manual”), the SCDOT Standard Drawings for Roadway Construction, the American Association of the State Highway and Transportation Officials Standard Specifications for Highway Bridges, 17th Edition, 2002 (including the latest interim specifications thereto) and A Policy on Geometric Design of Highways and Streets, 7th Edition, 2018 (the last two hereinafter referred to collectively as “AASHTO”), the Manual on Uniform Traffic Control Devices, 2009 Edition, (hereinafter “MUTCD”) or latest version, and all other specifications and special provisions included in the specifications and plans of this document, and any modification which may be recommended and approved by the SCDOT, the County, and the Federal Highway Administration (hereinafter “FHWA”).
- All work must confirm with the SCDOT encroachment permit and provisions thereof once issued.
- All material certifications and submittals shall be submitted prior to work commencing.
- Provide Traffic Control per SCDOT Standard Drawings, specifications, and MUTCD throughout ALL activities.
- Provide cleaning and edge preparations for all roads to be resurfaced. Remove clippings from road and shoulder and dispose of off-site immediately.
- Restore and/or replace shoulder where necessary due to resurfacing operations. Provide topsoil and seed at areas to restore shoulders flush to pavement. Shoulder restoration is considered incidental and has not been included in bid quantities.
- Mill asphalt pavement as required for transitions and tie-ins to all concrete curb/gutter, medians and islands etc. and butt joints to existing asphalt. Milling for tie-ins and joints is considered incidental and has not been included in bid quantities.
 - Time between milling roadway and asphalt application will not exceed 3 calendar days.
- It is the responsibility of the contractor, in the presence of the County’s representative, to mark all full depth patch locations. The County’s representative shall be present to review and verify field marked full depth patch areas.
- Provide **INDEPENDENT** third-party SCDOT Certified Level 1 Inspector. Field inspection includes:

- Set-up roller patterns, monitor asphalt placement, verify temperature, receiving load tickets.
- Document all work and inspections in accordance with SCDOT procedures. Provide weekly copies of reports to County Project Manager.
- Provide independent SCDOT Certified inspector at plant during batching operations to monitor and document product and tests in accordance with SCDOT requirements.
- Third Party Quality Assurance (QA) observations will be administered by the County's representative.
- Eradicate pavement markings as needed for a smooth final surface.
- Apply Tack Coat to all roads in accordance with SCDOT standards to provide sufficient bond between existing asphalt and new asphalt surface course.
- Immediately prior to resurfacing, adjust all manholes and valve covers flush with surface of new asphalt. Coordinate, as needed, with the respective agency responsible for this work to ensure it is completed with the resurfacing operation.
- Paving extents shall begin at back of radius return or at nearest existing joint if one occurs within 50 feet of intersection. Prior to paving, start and stop locations must be verified with Beaufort County and SCDOT representatives.
- Mainline paving activities shall include resurfacing of intersecting roadways to back of radius return.
- Apply temporary paint striping, including crosswalks, symbols and words, immediately following paving operations. Paint scheme shall match existing unless specified by County representative.
- Apply Thermoplastic Pavement Markings and Raised Pavement Markers in accordance with SCDOT Specifications to match existing, unless otherwise noted.
 - Edge lines, median lines, lane lines, center lines at 90 mils.
 - Symbols, words and all other lines at 125 mils.
 - Prior to beginning the work, inventory all roads for existing markings and raised pavement markers locations, including blue hydrant location markers.
 - Pavement markings and raised pavement markers that are currently incomplete and/or missing on roads shall be provided.
 - Thermoplastic pavement markings and RPM's shall be completed as soon as possible once required cure times have been met.
- **Provide advance public notifications for resurfacing activities and lane closures. Media notices**

shall be disseminated at least a week (seven calendar days) prior to resurfacing operations.

- The replacement of traffic signal detection shall be by contractor. All detection shall be replaced by traffic control loops.
- When a road or street falls within the limits of an incorporated Town or City, the successful bidder shall directly coordinate their resurfacing activities with that municipality so as to avoid disruptions to the contractor's operations as well as other business enterprises. Beaufort County encourages early coordination with municipalities to avoid conflicts during the peak tourist season.
- All punchlist items shall be completed withing 30 days of substantial completion.
- Allowances for delays and weather shall be built into project schedule. Additional time will not be given.

Clarifications

1. Photo illustrations showing resurfacing limits, highlighted by yellow lines, are approximate and could vary by several feet.
2. Bid quantities included on the exhibits and bid package are approximate only. Bidders are responsible for verifying all quantities of work including allowances noted for full depth patching.
3. Any items not included in the bid quantities and required to complete the project shall be considered incidental and included in the unit rates elsewhere.
4. All turns lanes, acceleration/deceleration lanes, medians, shoulders, bike lanes etc. associated with the roadway, are a part of the resurfacing projects, unless otherwise stated.
5. The bidders shall be advised that work on US 278 must be performed as nighttime work. Lane closures are only permitted between 9:00PM and 6:00AM.
6. The Contractor is advised that the Lane Closure Restrictions outlined in the Traffic Control Special Provisions will be strictly enforced. Should lane closures remain in place or not be completely removed by the time specified in the Traffic Control Special Provisions, liquidated damages will be assessed at the rate of \$2,500.00 (Two Thousand Five hundred Dollars) for each 1/4 hour interval (or any portion thereof). Should lane closures remain in place or not be completely removed for a period of longer than one hour beyond the time specified by the Traffic Control Special Provisions the damages will increase to \$5,000.00 (Five Thousand Dollars) for each 1/4 hour interval (or any portion thereof)

7. The 2007 Standard Specifications for Highway Construction Section 401.4.4, Weather and Surface Restrictions will be followed regardless of the month in which paving occurs. During the months of December, January, and February an approved Cold Weather Paving Plan will be submitted to the County Project Manager for approval prior to starting paving operations.
8. Asphalt indexing using the SCDOT Index will be utilized for this project.
9. Contractor shall be SCDOT preapproved prime contractor.

Project Administration:

Beaufort County Engineering
 104 Industrial Village Rd
 Building 3
 Beaufort, SC 29906

Contract Type:

Unit Rate.

Asphalt indexing using the SCDOT Index will be utilized for this project.

Payment for full-depth patching and leveling will be paid based on quantity certified by inspector and unit costs provided on the bid form.

Contract Documents:

Beaufort County Resurfacing Improvements Contract, including the South Carolina Department of Transportation, Standard Specifications for Highway Construction, Edition of 2025.

Contract Time:

- Contractor shall complete all work (including shoulder fills, thermoplastic pavement markings, and rpm's) within 120 days of NTP and must be completed by June 1, 2025.
- Liquidated damages will be \$1,200 per day

SPECIAL PROVISIONS

Beaufort County Road Resurfacing – US 278: Okatie River Bridge (approx. mile point 2.84) to Hampton Pkwy (approx. mile point 3.06)

- 1 **The ENGINEER shall verify the amount of work completed on the above referenced projects with the CONTRACTOR before Progress Payments are issued.**
- 2 **There shall be no pre-qualifications of the Bidders.**
- 3 **Progress and Shop Drawing Schedules**

Before starting construction, the **CONTRACTOR** shall be required to submit a base line project schedule and shop drawings as follows:

- 3.1 Before commencement of work the **CONTRACTOR** shall submit either a computerized schedule in an approved tracking format of the work necessary to complete the project to the **ENGINEER** for review at the time of the preconstruction meeting **OR** a complete construction narrative describing all elements of the work including durations and resources necessary for the successful and timely completion of the project. The schedule shall be a form approved by the **ENGINEER** indicating the estimated start and end dates of each major item or phase of the work.
- 3.2 Bi-Monthly progress schedule updates are required and may be a bar chart of type acceptable to the **ENGINEER** as to form and substance or a narrative. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the BidDocument.
 - 3.3 The **CONTRACTOR** shall also submit to the **ENGINEER** a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the County. Such Detail drawings shall become property of the County.
 - 3.4 Failure to provide timely updates and shop drawings may result in the withholding of progress payments.
- 4 **Progress and Job-Site Meetings**
 - 4.1 A **mandatory** Construction Progress Meeting attended by the **CONTRACTOR** and **ENGINEER** will be conducted two weeks after the Notice to Proceed has been issued to the **CONTRACTOR**, followed by **semi-monthly (twice a month)** progress meetings. The meeting time and place will be determined at the Preconstruction meeting prior to the start of construction.

5 Survey and Stakeouts

- 5.1 The **CONTRACTOR** shall do all surveying and stakeout work required to construct all elements of the Project as stated in the **Supplemental Conditions, Section 104** of the Contract Documents. The **CONTRACTOR** is responsible for the accuracy of all survey and stakeout work including verification of existing reference points. The **CONTRACTOR** shall furnish any copies of survey notes requested by the **ENGINEER**. This work shall include finish grade and offset stakes, to be set throughout the project and shall be provided by the **CONTRACTOR's** Land Surveyor.

6 Supervision and Superintendence

The work and the work site shall be under the direct charge and direction of the **CONTRACTOR**. The **CONTRACTOR** shall give sufficient superintendence to the Work, using the best skill and attention. The **CONTRACTOR** shall at all times keep on the site, during its progress, a necessary Forepersons and Assistants, all satisfactory to the **ENGINEER**. The Superintendent shall represent and have full authority to act for the **CONTRACTOR** in the latter's absence, and the directions given to the Superintendent shall be as binding as though given to the **CONTRACTOR**. The same shall apply to the Forepersons during the absence of both the **CONTRACTOR** and the Superintendent. The Superintendent shall not be changed during the performance of the Work covered by the Contract Documents except with written consent of the **ENGINEER** unless the Superintendent proves to be unsatisfactory to the **CONTRACTOR** and ceases to be in its employ.

- 6.1 Should the **ENGINEER**, at any time, give notice in writing to the **CONTRACTOR** or its representative on the Work that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be removed from the Project and not again be allowed to engage in any part of the Work.
- 6.2 The **CONTRACTOR** shall be required to organize, manage, and supervise its own work and to coordinate the work of its subcontractors. On all multi-contract projects, all prime contractors shall be required to organize, manage, and supervise their own work. On all multi-contract projects, all prime contractors shall cooperate with the County and other prime contractors in the overall coordination and supervision of the project.

7 Construction Notes

- 7.1 **CONTRACTOR** to contact all utility companies before any work commences. Verify utilities within project area.
- 7.2 All work shall conform to the applicable Federal, State, and Local requirements and codes.
- 7.3 Temporary control of storm water drainage shall be the responsibility of the general contractor and shall be maintained throughout the period of the construction.

- 7.4 All traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements.
- 7.5 In the event of a conflict with a sewer, water, drainage, or other utility lines or services, the **CONTRACTOR** shall coordinate with the affected utility and the **ENGINEER** and shall field adjust as directed.
- 7.6 Any utilities that are damaged and are not to be removed shall be paid for or replaced at the **CONTRACTOR'S** expense.
- 7.7 Location, existence, or non-existence of any utility does not constitute responsibility of the **ENGINEER**.
- 7.8 The location of any shown utilities is approximate.
- 7.9 All watercourse ditch excavation quantities will be monitored by the **ENGINEER**.

TECHNICAL SPECIFICATIONS

TECHNICAL REQUIREMENTS FOR BEAUFORT COUNTY ROAD RESURFACING - YEAR 7 PROJECTS

All Technical Specifications for this project will be in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction and any modifications identified in the bid documents and bid plan sheets.

All Traffic Control Technical Specifications for this will be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements, and any modifications identified in the bid documents and bid plan sheets.



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 8.

ITEM TITLE:
Recommendation of Contract Award to Blythe Construction, Inc for Bluffton Parkway Resurfacing IFB# 012225 (\$2,672,481.79)
MEETING NAME AND DATE:
Public Facilities Committee-February 18 th 2025
PRESENTER INFORMATION:
Bryan Bauer, Director of Engineering (5 Min.)
ITEM BACKGROUND:
<p>On December 17,2024, Beaufort County Published IFB 012225 Bluffton Park Way resurfacing project requesting competitive bids for the material procurement and construction of a hot mixed asphalt roadway resurfacing. On January 22, 2025. The County received (2) Bids to perform the specified scope.</p> <p>Blythe Construction was the apparent lowest responsive bid.</p> <p>The bid was presented to and approved by County Transportation Committee (CTC) on February 4, 2025.</p>
PROJECT / ITEM NARRATIVE:
<p>A Pavement Condition report for Bluffton Parkway was prepared by A. Morton Thomas and Associates Inc. and dated November 20, 2023. One time funding was provided to the CTC from SCDOT and the CTC made the decision to allocate some of that funding to resurface a section of Bluffton Parkway from Buck Island Road to Red Cedar Rd.</p>
FISCAL IMPACT:
<p>The Contract fee is for Materials and Construction in the amount of \$2,429,528.90. Staff recommends a 10% contingency of \$242,952.89, Bringing the project total cost to \$ 2,672,481.79.</p> <p>The funding for this project will be CTC Infrastructure account number 2343-30-0000-54500 with a balance of \$5,541,909.41</p>
STAFF RECOMMENDATIONS TO COUNCIL:
Staff recommends approval of contract award to Blythe Construction for IFB#012225 Bluffton Parkway resurfacing for a total of \$2,672,481.79.
OPTIONS FOR COUNCIL MOTION:
<p>Motion to approve/deny recommendation to award contract to Blythe Construction for IFB #012225 for a total of \$2,672,481.79.</p> <p><i>Next step: Move forward to County Council for approval</i></p>

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EVALUATION TABULATION

IFB No. 012225

Bluffton Parkway Resurfacing

RESPONSE DEADLINE: January 22, 2025 at 3:00 pm

Report Generated: Wednesday, January 22, 2025

SELECTED VENDOR TOTALS

Vendor	Total
Blythe Construction, Inc.	\$2,429,528.90
APAC Atlantic, Inc.	\$3,183,046.25

TABLE 1

Selected	Line Item	Description	Quantity	Unit of Measure	APAC Atlantic, Inc.		Blythe Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	1031010	MOBILIZATION	1	ea	\$195,000.00	\$195,000.00	\$170,000.00	\$170,000.00
X	1032010	BONDS AND INSURANCE	1	ea	\$31,500.00	\$31,500.00	\$32,000.00	\$32,000.00
X	1071000	TRAFFIC CONTROL	1	ea	\$228,000.00	\$228,000.00	\$85,000.00	\$85,000.00
X	4011004	LIQUID ASPHALT BINDER PG 64-22	704	TON	\$675.00	\$475,200.00	\$614.00	\$432,256.00
X	4012080	FULL DEPTH ASPH. PAV. PATCHING 8" UNIFORM	100	SY	\$127.00	\$12,700.00	\$190.00	\$19,000.00
X	4013175	MILLING EXISTING ASPHALT PAVEMENT 1.75" (FOR PLACEMENT OF 175 LB/SY SURFACE COURSE)	4950	SY	\$8.90	\$44,055.00	\$7.30	\$36,135.00

EVALUATION TABULATION
 IFB No. 012225
 Bluffton Parkway Resurfacing

Selected	Line Item	Description	Quantity	Unit of Measure	APAC Atlantic, Inc.		Blythe Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	4013140	MILLING EXISTING ASPHALT PAVEMENT 4.0" (FOR PLACEMENT OF 400 LB/SY HMA)	49850	SY	\$7.90	\$393,815.00	\$5.30	\$264,205.00
X	4020320	HOT MIX ASPHALT INTERMEDIATE COURSE TYPE B (200 LB/SY FOR MAINLINE PAVING)	5110	TON	\$153.00	\$781,830.00	\$93.00	\$475,230.00
X	4030320	HOT MIX ASPHALT SURFACE COURSE TYPE B (200 LB/SY FOR MAINLINE SURFACE COURSE)	5110	TON	\$118.00	\$602,980.00	\$93.00	\$475,230.00
X	4030340	HOT MIX ASPHALT SURFACE COURSE TYPE C (175 LB/SY FOR DRIVES/SIDESTREET SURFACE COURSE)	1800	TON	\$107.00	\$192,600.00	\$110.00	\$198,000.00
X	6250005	4" WHITE BROKEN LINES -(GAPS EXCLUDED) - FAST DRY PAINT	18000	LF	\$0.17	\$3,060.00	\$0.20	\$3,600.00
X	6250010	4" WHITE SOLID LINES (PVT. EDGE LINES) - FAST DRY PAINT	6400	LF	\$0.17	\$1,088.00	\$0.20	\$1,280.00
X	6250015	8" WHITE SOLID LINES (CROSSWALK & CHANNELIZATION) FAST DRY PAINT	9000	LF	\$0.17	\$1,530.00	\$0.20	\$1,800.00
X	6250025	24" WHITE SOLID LINES (STOP/DIAGONAL LINES) - FAST DRY PAINT	3400	LF	\$0.55	\$1,870.00	\$0.60	\$2,040.00
X	6250030	WHITE SINGLE ARROW (LEFT, STRAIGHT, RIGHT) - FAST DRY	144	EA	\$16.50	\$2,376.00	\$17.35	\$2,498.40
X	6250110	4" YELLOW SOLID LINE (PVT. EDGE & NO PASSING) - FAST DRY PAINT	61200	LF	\$0.17	\$10,404.00	\$0.20	\$12,240.00

EVALUATION TABULATION
 IFB No. 012225
 Bluffton Parkway Resurfacing

Selected	Line Item	Description	Quantity	Unit of Measure	APAC Atlantic, Inc.		Blythe Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	6250112	6"YELLOW SOLID LINE ON CURB/MEDIAN - FAST DRY PAINT	100	LF	\$2.75	\$275.00	\$3.00	\$300.00
X	6271005	4" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC-90 MIL.	500	LF	\$0.83	\$415.00	\$1.15	\$575.00
X	6271007	6" WHITE BROKEN LINES(GAPS EXCL.)THERMOPLASTIC-90 MIL.	4100	LF	\$1.05	\$4,305.00	\$1.15	\$4,715.00
X	6271010	4" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.	500	LF	\$0.55	\$275.00	\$0.75	\$375.00
X	6271012	6" WHITE SOLID LINES (PVT. EDGE LINES) THERMO.- 90 MIL.	1200	LF	\$0.83	\$996.00	\$1.00	\$1,200.00
X	6271015	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.	2237	LF	\$2.75	\$6,151.75	\$3.50	\$7,829.50
X	6271025	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.- 125 MIL	841	LF	\$13.75	\$11,563.75	\$15.00	\$12,615.00
X	6271030	WHITE SINGLE ARROWS (LT, STRGHT, RT) THERMO.-125 MIL.	36	EA	\$110.00	\$3,960.00	\$135.00	\$4,860.00
X	6271074	4" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	100	LF	\$0.55	\$55.00	\$1.00	\$100.00
X	6271076	6" YELLOW SOLID LINES(PVT.EDGE LINES) THERMO-90 MIL.	15300	LF	\$0.83	\$12,699.00	\$1.00	\$15,300.00

Selected	Line Item	Description	Quantity	Unit of Measure	APAC Atlantic, Inc.		Blythe Construction, Inc.	
					Unit Cost	Total	Unit Cost	Total
X	6300005	PERMANENT CLEAR PAVEMENT MARKERS - MONO-DIR. - 4"x4"	167	EA	\$8.25	\$1,377.75	\$10.00	\$1,670.00
X	6301005	PERMANENT YELLOW PAVEMENT MARKER MONO-DIR. - 4"x4"	10	EA	\$8.25	\$82.50	\$10.00	\$100.00
X	6301100	PERMANENT YELLOW PAVEMENT MARKER BI-DIR. - 4"x4"	10	EA	\$8.25	\$82.50	\$10.00	\$100.00
X	6750000	TRAFFIC LIGHT TIMING LOOPS- MOTORCYCLE SENSITIVE (COMPLETE)	37	EA	\$4,400.00	\$162,800.00	\$4,575.00	\$169,275.00
Total						\$3,183,046.25		\$2,429,528.90

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Certification	Pass	Pass
Contact information of authorized representative?	Pass	Pass
Please Provide Licenses and Certificate of Insurance	Pass	Pass
100% Labor and Material Payment Bond	Pass	Pass
Bidder Confirmation	Pass	Pass
Communications	Pass	Pass
Are you submitting this bid as a local vendor?	Pass	Pass
Local Vendor Preference - Participation Affidavit	No Response	Pass
Non-Collusion Affidavit of Prime Bidder	Pass	Pass

EVALUATION TABULATION
 IFB No. 012225
 Bluffton Parkway Resurfacing

Item 8.

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Will you be using subcontractors?	Pass	Pass
Non-Collusion Affidavit of Subcontractor	Pass	Pass
Certification By Contractor Regarding Non-Segregated Facilities	Pass	Pass
Consent of Surety	Pass	Pass
Business Organization		
Type of Business Organization:	Pass	Pass
If you selected "Other" for your type of business, please explain:	Pass	Pass
If applicable, please provide name of partners and additional information below:	Pass	Pass
If your agency is a Corporation:	Pass	Pass
Are you a Subchapter S Corporation?	Pass	Pass
Please provide Subchapter S Shareholders:	No Response	No Response
If individually owned:	Pass	Pass
Have you ever operated under another name?	Pass	Pass
Please provide all other business names and addresses of principal place of business for each business:	Pass	Pass
Bonding		
Please provide the Bonding information:	Pass	Pass
Do you intend to use any alternative form of security	Pass	Pass

EVALUATION TABULATION
 IFB No. 012225
 Bluffton Parkway Resurfacing

Item 8.

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Indicate the form of security you intend to use and the name, address, point of contact, and telephone number of the banks, savings and loan, or surety you intend to use. (NOTE: Prequalification will not assure acceptance of any form of security.)	No Response	No Response
Have any Performance or Payment Bond claims ever been paid by any surety on behalf of your organization?	Pass	Pass
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim.	No Response	No Response
Have you ever arbitrated or litigated a claim with an Owner, Architect, or Engineer in the last five years?	Pass	Pass
State the name of the project(s); the date; the name, address, telephone number, and contact person for the claimant; the surety satisfying the claim; the size of the claim; and the circumstances giving rise to the claim. (Provide attachments if necessary.)	No Response	No Response
Have you or any officer, partner, or owner of your organization, in any state or territory of the United States, or with respect to any agency of the Federal government:		
In the last in the last five years, received any fines or citations for building code violations which were unrelated to design?	Pass	Pass

EVALUATION TABULATION
 IFB No. 012225
 Bluffton Parkway Resurfacing

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Ever been found to be guilty of charges relating to conflicts of interest:	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Ever been convicted on charges related to any criminal activity relating to construction means, methods, or techniques; bidding or bid rigging; or bribery?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
In the last five years, been found guilty of any minority contracting law violations?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
In the last five years, pleaded no contest in any criminal proceeding related to contracting?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Ever been disbarred from doing Federal, state, or local government work for any reason?	Pass	Pass

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Ever been terminated on a contract due to your default?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
In the last five years, paid liquidated damages for being late on a project?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	Pass
In the last five years, been subject to tax collection proceedings?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
In the last seven years, filed for bankruptcy?	Pass	Pass
Provide the name, address, telephone number, contact person, and circumstances relating to the question.	No Response	No Response
Under what chapter of bankruptcy did you file?	No Response	No Response
If you filed under Chapter 11 Reorganization, how long did you operate under this status?	No Response	No Response
Are you operating under Chapter 11 status now?	No Response	No Response
Safety		

EVALUATION TABULATION
 IFB No. 012225
 Bluffton Parkway Resurfacing

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Have you, in the last three years, been cited for willful violations for failure to abate, or for repeated violations, by the United States Occupational Safety and Health Administration or by the South Carolina Occupational Safety and Health Administration or by any other governmental body?	Pass	Pass
State date, name, address, telephone number, and contact person for agency issuing citation and the nature of the violation. Also, advise the amount of fines paid, if any. Provide attachments if necessary.	No Response	No Response
List your worker's compensation experience modifier for the last three years.	No Response	No Response
References		
Provide at least two references from each industry group listed. Provide other references as requested. Provide current names, addresses, telephone numbers, and contacts.	Pass	Pass
Certification regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion:		
The contractor certifies:	Pass	Pass
Explain fully if it has been involved in any litigation involving performance.	No Response	No Response
Small and Minority Business Participation Program		
Are you a Small or Minority Business ?	Pass	Pass
Upload your Small/Minority Documentation	No Response	No Response
Are you self-performing 100%?	Pass	Pass
Self-Performing 100% Affidavit	No Response	No Response

Question Title	APAC Atlantic, Inc.	Blythe Construction, Inc.
Good Faith Agencies Distribution List	Pass	Pass

Scope of Work

- All work and materials shall meet all applicable and SCDOT standards.
- All material certifications and submittals shall be submitted prior to work commencing.
- Provide Traffic Control per SCDOT Standard Drawings, specifications, and MUTCD throughout ALL activities.
- Provide cleaning and edge preparations for all roads to be resurfaced. Remove clippings from road and shoulder and dispose of off-site. Clippings shall not remain on roadway shoulders for longer than one week after clipping.
- Restore and/or replace shoulder where necessary due to resurfacing operations. Provide topsoil and seed at areas to restore shoulders flush to pavement. Shoulder restoration is considered incidental and has not been included in bid quantities.
- Mill asphalt pavement as required for transitions and tie-ins to all concrete curb/gutter, medians and islands etc. and butt joints to existing asphalt. Milling for tie-ins and joints is considered incidental and has not been included in bid quantities.
 - Time between milling roadway and asphalt application will not exceed 3 calendar days.
- 8" Full Depth Patching (FDP), SCDOT intermediate C
 - Allowances are established for the Owners benefit. Contractor will be paid only for materials actually used for allowance items.
 - It is the responsibility of the contractor, in the presence of the County's representative, to mark all full depth patch locations. The County's representative shall be present to review and verify field marked full depth patch areas.

- Provide **INDEPENDENT** third-party SCDOT Certified Level 1 Inspector. Field inspection includes:
 - Set-up roller patterns, monitor asphalt placement, verify temperature, receiving load tickets.
 - Document all work and inspections in accordance with SCDOT procedures. Provide weekly copies of reports to County Project Manager.
- Provide independent SCDOT Certified inspector at plant during batching operations to monitor and document product and tests in accordance with SCDOT requirements.
- Third Party Quality Assurance (QA) observations will be administered by the County's representative.
- Eradicate pavement markings as needed for a smooth final surface.
- Apply Tack Coat to all roads in accordance with SCDOT standards to provide sufficient bond between existing asphalt and new asphalt surface course.
- Immediately prior to resurfacing, adjust all manholes and valve covers flush with surface of new asphalt. Coordinate, as needed, with the respective agency responsible for this work to ensure it is completed with the resurfacing operation.
- Paving extents shall begin at back of radius return or at nearest existing joint if one occurs within 50 feet of intersection.
- Mainline paving activities shall include resurfacing of intersecting roadways to back of radius return.
- Apply temporary paint striping, including crosswalks, symbols and words, immediately following paving operations. Paint scheme shall match existing unless specified by County representative.
- Apply Thermoplastic Pavement Markings and Raised Pavement Markers in accordance with SCDOT Specifications to match existing, unless otherwise noted.
 - Edge lines, median lines, lane lines, center lines at 90 mils. Edge lines shall be installed at 6" width.
 - Symbols, words and all other lines at 125 mils.
 - Prior to beginning the work, inventory all roads for existing markings and raised pavement markers locations, including blue hydrant location markers.
 - Pavement markings and raised pavement markers that are currently incomplete and/or missing on roads shall be provided.
 - Thermoplastic pavement markings and RPM's shall be completed within 30 days of completion of road resurfacing.
 - Spacing of RPM shall be 40'.

- **Provide advance public notifications for resurfacing activities and lane closures. Media notices shall be disseminated at least a week prior to resurfacing operations.**
- Replacement of traffic signal control loops and sensor pucks shall be by contractor.
- When a road or street falls within the limits of an incorporated Town or City, the successful bidder shall directly coordinate their resurfacing activities with that municipality so as to avoid disruptions to the contractor's operations as well as other business enterprises. Beaufort County encourages early coordination with municipalities to avoid conflicts during the peak tourist season.
- All punchlist items shall be completed withing 30 days of substantial completion.
- Allowances for delays and weather shall be built into project schedule. Additional time will not be given.

Clarifications

1. Photo illustrations showing resurfacing limits, highlighted by yellow lines, are approximate and could vary by several feet.
2. Bid quantities included on the exhibits and bid package are approximate only. Bidders are responsible for verifying all quantities of work including allowances noted for full depth patching.
3. Any items not included in the bid quantities and required to complete the project shall be considered incidental and included in the unit rates elsewhere.
4. All turns lanes, acceleration/deceleration lanes, medians, shoulders, bike lanes etc. associated with the roadway, are a part of the resurfacing projects.
5. Parallel street parking areas immediately adjacent to the drive lane are a part of the resurfacing.
6. All brick and asphalt decorative crosswalks shall be preserved. Mill on each side of crosswalk to tie new asphalt surface into existing crosswalk. Crosswalks shall be adequately protected from tracking tack or asphalt over the surface during paving operations.
7. The bidders shall be advised that work on Bluffton Parkway must be performed as nighttime work. Lane closures are only permitted between 9:00PM and 6:00AM.
8. The 2007 Standard Specifications for Highway Construction Section 401.4.4, Weather and

Surface Restrictions will be followed regardless of the month in which paving occurs. During the months of December, January, and February an approved Cold Weather Paving Plan will be submitted to the County Project Manager for approval prior to starting paving operations.

9. Asphalt indexing using the SCDOT Index will be utilized for this project.

Project Administration:

Beaufort County Engineering
104 Industrial Village Rd
Building 3
Beaufort, SC 29906

Contract Type:

Unit Rate.

Asphalt indexing using the SCDOT Index will be utilized for this project.

Payment for full-depth patching and leveling will be paid based on quantity certified by inspector and unit costs provided on the bid form.

Contract Documents:

Beaufort County Resurfacing Improvements Contract, including the South Carolina Department of Transportation, Standard Specifications for Highway Construction, Edition of 2025.

Contract Time:

- Contractor shall complete all work (including shoulder fills, thermoplastic pavement markings, and rpm's) within 120 days of NTP and must be completed by June 1, 2025.
- Liquidated damages will be \$1,200 per day

SPECIAL PROVISIONS

Beaufort County Road Resurfacing - Year 7

- 1 **The ENGINEER shall verify the amount of work completed on the above referenced projects with the CONTRACTOR before Progress Payments are issued.**

2 **There shall be no pre-qualifications of the Bidders.**

3 **Progress and Shop Drawing Schedules**

Before starting construction, the **CONTRACTOR** shall be required to submit a base line project schedule and shop drawings as follows:

- 3.1 Before commencement of work the **CONTRACTOR** shall submit either a computerized schedule in an approved tracking format of the work necessary to complete the project to the **ENGINEER** for review at the time of the preconstruction meeting **OR** a complete construction narrative describing all elements of the work including durations and resources necessary for the successful and timely completion of the project. The schedule shall be a form approved by the **ENGINEER** indicating the estimated start and end dates of each major item or phase of the work.
- 3.2 Bi-Monthly progress schedule updates are required and may be a bar chart of type acceptable to the **ENGINEER** as to form and substance or a narrative. All costs for furnishing and updating the progress schedule shall be included in the price bid for the various Pay Items scheduled in the BidDocument.
 - 3.3 The **CONTRACTOR** shall also submit to the **ENGINEER** a schedule of Shop Drawing submissions for all fabricated materials which are to be incorporated into permanent construction and which are not furnished by the County. Such Detail drawings shall become property of the County.
 - 3.4 Failure to provide timely updates and shop drawings may result in the withholding of progress payments.

4 **Progress and Job-Site Meetings**

- 4.1 A **mandatory** Construction Progress Meeting attended by the **CONTRACTOR** and **ENGINEER** will be conducted two weeks after the Notice to Proceed has been issued to the **CONTRACTOR**, followed by **semi-monthly (twice a month)** progress meetings. The meeting time and place will be determined at the Preconstruction meeting prior to the start of construction.

5 Survey and Stakeouts

- 5.1 The **CONTRACTOR** shall do all surveying and stakeout work required to construct all elements of the Project as stated in the **Supplemental Conditions, Section 104** of the Contract Documents. The **CONTRACTOR** is responsible for the accuracy of all survey and stakeout work including verification of existing reference points. The **CONTRACTOR** shall furnish any copies of survey notes requested by the **ENGINEER**. This work shall include finish grade and offset stakes, to be set throughout the project and shall be provided by the **CONTRACTOR's** Land Surveyor.

6 Supervision and Superintendence

The work and the work site shall be under the direct charge and direction of the **CONTRACTOR**. The **CONTRACTOR** shall give sufficient superintendence to the Work, using the best skill and attention. The **CONTRACTOR** shall at all times keep on the site, during its progress, a necessary Forepersons and Assistants, all satisfactory to the **ENGINEER**. The Superintendent shall represent and have full authority to act for the **CONTRACTOR** in the latter's absence, and the directions given to the Superintendent shall be as binding as though given to the **CONTRACTOR**. The same shall apply to the Forepersons during the absence of both the **CONTRACTOR** and the Superintendent. The Superintendent shall not be changed during the performance of the Work covered by the Contract Documents except with written consent of the **ENGINEER** unless the Superintendent proves to be unsatisfactory to the **CONTRACTOR** and ceases to be in its employ.

- 6.1 Should the **ENGINEER**, at any time, give notice in writing to the **CONTRACTOR** or its representative on the Work that any employee is insolent, disorderly, careless, unobservant of the instructions, dishonest, or in any way a detriment to the satisfactory progress of the Work, such employee shall at once be removed from the Project and not again be allowed to engage in any part of the Work.
- 6.2 The **CONTRACTOR** shall be required to organize, manage, and supervise its own work and to coordinate the work of its subcontractors. On all multi-contract projects, all prime contractors shall be required to organize, manage, and supervise their own work. On all multi-contract projects, all prime contractors shall cooperate with the County and other prime contractors in the overall coordination and supervision of the project.

7 Construction Notes

- 7.1 **CONTRACTOR** to contact all utility companies before any work commences. Verify utilities within project area.
- 7.2 All work shall conform to the applicable Federal, State, and Local requirements and codes.
- 7.3 Temporary control of storm water drainage shall be the responsibility of the general contractor and shall be maintained throughout the period of the construction.

- 7.4 All traffic control devices shall be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements.
- 7.5 In the event of a conflict with a sewer, water, drainage, or other utility lines or services, the **CONTRACTOR** shall coordinate with the affected utility and the **ENGINEER** and shall field adjust as directed.
- 7.6 Any utilities that are damaged and are not to be removed shall be paid for or replaced at the **CONTRACTOR'S** expense.
- 7.7 Location, existence, or non-existence of any utility does not constitute responsibility of the **ENGINEER**.
- 7.8 The location of any shown utilities is approximate.
- 7.9 All watercourse ditch excavation quantities will be monitored by the **ENGINEER**.

TECHNICAL SPECIFICATIONS

TECHNICAL REQUIREMENTS FOR BEAUFORT COUNTY ROAD RESURFACING - YEAR 7 PROJECTS

All Technical Specifications for this project will be in accordance with the South Carolina Department of Transportation 2007 Standard Specifications for Highway Construction and any modifications identified in the bid documents and bid plan sheets.

All Traffic Control Technical Specifications for this will be in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, Edition 2009 & current SCDOT Standard Drawings for Work Zone Traffic Control Requirements, and any modifications identified in the bid documents and bid plan sheets.