



## Natural Resources Committee Beaufort County, SC

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

**Monday, August 15, 2022  
2:30 PM**

### AGENDA

#### COMMITTEE MEMBERS:

**ALICE HOWARD, CHAIRMAN  
LOGAN CUNNINGHAM  
YORK GLOVER**

**GERALD DAWSON, VICE-CHAIR  
LAWRENCE MCELYNN**

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - June 6, 2022
6. **CITIZEN COMMENTS - (ANYONE who wishes to speak during the Citizen Comment portion of the meeting will limit their comments to no longer than three (3) minutes ( a total of 15 minutes ) and will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language)**

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### AGENDA ITEMS

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- [7.](#) DISCUSSION OF RECONVENING THE CULTURAL PROTECTION OVERLAY COMMITTEE
- [8.](#) DISCUSSION OF 2022 COUNTY GREEN SPACE SALES TAX REFERENDUM FOLLOW-UP
- [9.](#) RECOMMEND APPROVAL OF AN ORDINANCE FOR A TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 4.1.330 (ECOTOURISM) TO CLARIFY GUIDING PRINCIPLES FOR ECOTOURISM DEVELOPMENT AND ESTABLISH BASE SITE AREA CALCULATIONS FOR ECOTOURISM DEVELOPMENT
- [10.](#) RECOMMEND APPROVAL OF A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS (REVISITING RESOLUTION 2021/11)

11. RECOMMEND APPROVAL OF THE REAPPOINTMENT OF RANDOLPH STEWART TO THE PLANNING COMMISSION BOARD FOR A THREE YEAR TERM WITH AN EXPIRATION DATE OF 2025
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**EXECUTIVE SESSION**

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12. PURSUANT TO S.C. CODE SECTION 30-4-70(A)(2): DISCUSSION OF NEGOTIATIONS INCIDENT TO PROPOSED CONTRACTUAL ARRANGEMENTS AND PROPOSED SALE OR PURCHASE OF DEVELOPMENT RIGHTS ON REAL PROPERTY KNOWN AS BLOCKER FIELD EXTENSION
13. ADJOURNMENT

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

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



## Natural Resources Committee Beaufort County, SC

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

Monday, June 06, 2022  
3:00 PM

### MINUTES

*Watch the video stream available on the County's website to hear the full discussion or presentation on a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/174929>*

#### 1. CALL TO ORDER

Committee Chairman Howard called the meeting to order at 3:03 PM.

##### PRESENT

Chairman Joseph F. Passiment  
Council Member Alice Howard  
Council Member York Glover  
Council Member Logan Cunningham

##### ABSENT

Council Member Brian Flewelling  
Vice-Chairman D. Paul Sommerville  
Council Member Mark Lawson  
Council Member Lawrence McElynn  
Council Member Stu Rodman  
Council Member Gerald Dawson  
Council Member Chris Hervochon

#### 2. PLEDGE OF ALLEGIANCE

Committee Chairman Howard led the Pledge of Allegiance.

#### 3. FOIA

Committee Chairman Howard noted that the Public Notification of this meeting had been published, posted, and distributed in compliance with the South Carolina Freedom of Information Act.

#### 4. APPROVAL OF AGENDA

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

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

**5. APPROVAL OF MINUTES - MAY 2, 2022**

**Motion:** It was moved by Council Member Glover, Seconded by Council Member Cunningham, to approve the minutes from May 2, 2022.

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

**6. CITIZEN COMMENTS**

No Citizen Comments.

**7. RECOMMEND APPROVAL TO APPLY FOR A GRANT TO FUND A PORTION OF THE HILTON HEAD ISLAND AIRPORT TERMINAL IMPROVEMENTS PROJECT. THE GRANT OPPORTUNITY IS AN AIRPORT IMPROVEMENT PROGRAM GRANT THROUGH THE FEDERAL AVIATION ADMINISTRATION. (FISCAL IMPACT: FAA AIP GRANT- \$11,000,000; \$1,000,000 ANNUAL ENTITLEMENT FUNDS + \$10,000,000 DISCRETIONARY FUNDS; SPONSOR MATCH \$861,111- INCLUDED IN 2023 BUDGET 54020011-54980)**

Item presented to Council by Jon Rembold, Airports Director.

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to recommend approval to apply for a grant to fund a portion of the Hilton Head Island Airport Terminal Improvement Project.

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

**Status:** The item was forwarded to Council for approval.

**8. RECOMMEND APPROVAL OF AN ORDINANCE AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF REAL PROPERTY IDENTIFIED AS 36 HUNTER ROAD FOR THE HILTON HEAD ISLAND AIRPORT EXPANSION PROJECT (FISCAL IMPACT: PROPOSED PURCHASE PRICE \$947,500; FAA VIA BIL AIG GRANT REIMBURSEMENT \$814,500; AIRPORT IS RESPONSIBLE FOR \$133,000 WHICH WILL BE PAID WITH ARPA FUNDS)**

Item presented to Council by Jon Rembold, Airports Director.

**Motion:** It was moved by Council Member Glover, Seconded by Council Member Cunningham, to recommend approval of an Ordinance authorizing the County Administrator to execute the necessary documents and provide funding for the purchase of real property identified as 36 Hunter Road for the Hilton Head Island Airport Expansion Project.

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

**Status:** The item was forwarded to Council for approval.

**9. RECOMMEND APPROVAL OF A RESOLUTION TO ALLOCATE HOSPITALITY TAX FUNDS FOR THE EMERGENCY REPAIR OF THE SANDS BOAT LANDING (FISCAL IMPACT: HOSPITALITY TAX REVENUES NOT TO EXCEED \$177,000)**

Item presented to Council by Eric Greenway, County Administrator.

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to recommend approval of a Resolution to allocate Hospitality Tax Funds for the emergency repair of the Sands Boat Landing.

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

**Status:** The item was forwarded to Council for approval.

**10. RECOMMEND APPROVAL OF AN AWARD FOR A NON-COMPETITIVE CONTRACT WITH THE UNIVERSITY OF SOUTH CAROLINA BEAUFORT (USCB) WATER QUALITY LAB (FISCAL IMPACT: \$170,000.00 FOR ANNUAL SERVICES)**

Item presented to Council by Neil Desai, Public Works Director.

**Motion:** It was moved by Council Member Glover, Seconded by Council Member Cunningham, to recommend approval of an award for a non-competitive contract with the University of South Carolina Beaufort (USCB) Water Quality Lab.

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

**Status:** The item was approved at the Committee level.

**11. RECOMMEND APPROVAL OF AN AWARD FOR THE SHELL POINT DRAINAGE IMPROVEMENT PROJECT CONSULTANT FOR DESIGN, ENGINEERING, AND PERMITTING STORMWATER TO J. BRAGG CONSULTING (FISCAL IMPACT: \$800,000 FROM FY23 STORMWATER UTILITY BUDGET)**

Item presented to Council by Neil Desai, Public Works Director.

**Motion:** It was moved by Council Member Glover, Seconded by Council Member Cunningham, to recommend approval of an award for the Shell Point Drainage Improvement Project Consultant for design, engineering, and permitting Stormwater to J. Bragg Consulting.

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

**Status:** Item was forwarded to Council for approval.

**12. RECOMMEND APPROVAL OF THE APPOINTMENT OF EDWARD WARNER TO THE STORMWATER MANAGEMENT UTILITY BOARD FOR A 4 YEAR TERM WITH AN EXPIRATION DATE OF 2026**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to recommend approval of the appointment of Edward Warner to the Stormwater Management Utility Board for a 4-year term with an expiration date of 2026.

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

**Status:** The item was forwarded to Council for approval.

**13. RECOMMEND APPROVAL OF THE APPOINTMENT OF PERCY BERRY TO THE BEAUFORT-JASPER WATER AND SEWER AUTHORITY BOARD OF DIRECTORS FOR A 6-YEAR TERM WITH AN EXPIRATION DATE OF 2028**

**Motion:** It was moved by Council Member Cunningham, Seconded by Council Member Glover, to recommend approval of the appointment of Percy Berry to the Beaufort-Jasper Water and Sewer Authority Board of Directors for a 6-year term with an expiration date of 2028.

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

**Status:** The item was forwarded to Council for approval.

**14. ADJOURNMENT**

Adjourned: 3:23 PM

Ratified:



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>DISCUSSION OF THE CULTURAL PROTECTION OVERLAY COMMITTEE</i>
<b>MEETING NAME AND DATE:</b>
<i>Natural Resources Committee Meeting, August 15, 2022</i>
<b>PRESENTER INFORMATION:</b>
<i>(Robert Merchant, AICP, Director, Beaufort County Planning &amp; Zoning)</i> <i>(10 minutes needed for item discussion)</i>
<b>ITEM BACKGROUND:</b>
<i>Beaufort County’s 2040 Comprehensive Plan was adopted in November 2021 and recommends convening a committee to “reevaluate the CPO District by assessing whether <u>additional</u> land use restrictions are necessary to meet the intent of the district” (underline added for emphasis). As a part of this effort, the Comprehensive Plan recommends the committee “consider the addition of specific design standards that reinforce historic Gullah/Geechee development patterns and character.” The committee is to “include diverse representation...that may be formed to guide the process” and to “ensure public input from all segments of the community.”</i>
<b>PROJECT / ITEM NARRATIVE:</b>
<i>Staff would like to discuss the opportunity of reconvening the Cultural Protection Overlay committee with the Natural Resources Committee in order to determine when to restart the Cultural Protection Overlay committee as directed in the Comprehensive Plan.</i>
<b>FISCAL IMPACT:</b>
<i>For discussion only.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>For discussion only.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>For discussion only.</i>

## The Cultural Protection Overlay



### 3.4.50 Cultural Protection Overlay (CPO) Zone Standards

- A. **Purpose.** The Cultural Protection Overlay (CPO) zone is established to provide for the long term protection of the culturally significant resources found on St. Helena Island. The CPO zone acknowledges St. Helena's historic cultural landscape and its importance as a center of Beaufort County's most notable concentration of Gullah culture.
- B. **District Boundaries.** The boundaries of the CPO zone on St. Helena Island are depicted on the Beaufort County Official Zoning Map. Where the CPO zone is applies, the permitted uses shall be limited to the base zoning, except where additional limitations are established within the CPO zone.
- C. **Site Design.** Design features that restrict access to water and other culturally significant locations, and franchise design are prohibited.
- D. **Use Limitations.** The following specific uses are deemed to be incompatible with the CPO zone; and therefore, are prohibited:

**Restricted Access (Gated Communities)** An intentionally designed, secured bounded area with designated and landscaped perimeters, usually walled or fenced, that are designed to prevent access by non-residents.

(CONTINUED ON BACK)

**Resort** This use includes lodging that serves as a destination point for visitors and designed with some combination of recreation uses or natural areas. Typical types of activities and facilities include marinas, beaches, pools, tennis, golf, equestrian, restaurants, shops, and the like. This restriction does not apply to ecotourism or its associated lodging.

**Golf Course** This use includes regulation and par three golf courses having nine or more holes.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
Discussion of 2022 County Green Space Sales Tax Referendum Follow-up.
<b>MEETING NAME AND DATE:</b>
Natural Resource Committee, August 15, 2022
<b>PRESENTER INFORMATION:</b>
Robert Merchant, Planning and Zoning Department Director 15 minutes
<b>ITEM BACKGROUND:</b>
On August 8, 2022, County Council voted to approve the inclusion of the 2022 County Green Space Sales Tax Referendum on the November 2022 ballot
<b>PROJECT / ITEM NARRATIVE:</b>
Discussion of next steps and timeline to obtain County Council ordinance approval for the ballot referendum
<b>FISCAL IMPACT:</b>
None at this time
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
Discussion only
<b>OPTIONS FOR COUNCIL MOTION:</b>
Discussion only



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
<i>Text Amendment to the Community Development Code (CDC): Section 4.1.330 (Ecotourism) to clarify guiding principles for ecotourism development and establish base site area calculations for ecotourism development.</i>
<b>MEETING NAME AND DATE:</b>
<i>Natural Resources Committee Meeting, August 15, 2022</i>
<b>PRESENTER INFORMATION:</b>
<i>Robert Merchant, AICP, Director, Beaufort County Planning and Zoning (10 minutes needed for item discussion)</i>
<b>ITEM BACKGROUND:</b>
<p><i>Staff have been reviewing the Community Development Code (CDC) for necessary amendments as a result of the adoption of the 2040 Comprehensive Plan. During our review, staff have identified necessary major and minor corrections to the CDC to improve and clarify its standards, including changes to the County's ecotourism standards.</i></p> <p><i>At their April 4, 2022 meeting, the Beaufort County Planning Commission voted unanimously to send the amendments back to staff to create more specific and measurable standards. Staff presented the updated amendments at the June 6, 2022 meeting, where the Beaufort County Planning Commission voted unanimously to recommend approval of the amendments with the condition that wastewater treatment be added as a required component of the operational plan.</i></p>
<b>PROJECT / ITEM NARRATIVE:</b>
<p><i>Proposed changes to Section 4.1.330 (Ecotourism) clarify the definition of the Ecotourism use, replace the reference to the Ecotourism Society's (TES) standards with specific, measurable standards to guide Ecotourism projects in the County, specify required components of the operational plan, provide the Director opportunity to ask for more information as needed using a Community Impact Statement (Appendix A.1.30), bring the lodging allowances in line with T2 district's base zoning allowances, and clarify how base site area calculations for ecotourism projects are to be calculated to prevent artificially inflated densities.</i></p>
<b>FISCAL IMPACT:</b>
<i>Not applicable.</i>
<b>STAFF RECOMMENDATIONS TO COUNCIL:</b>
<i>Staff recommends approval.</i>
<b>OPTIONS FOR COUNCIL MOTION:</b>
<i>To approve or deny the proposed amendment to the Community Development Code (CDC): Section 4.1.330 (Ecotourism).</i>



## MEMORANDUM

**TO:** Beaufort County Natural Resources Committee

**FROM:** Juliana Smith, Beaufort County Planning and Zoning Department

**DATE:** August 15, 2022

**SUBJECT:** Proposed Text Amendments to Section 4.1.330 (Ecotourism)

### STAFF REPORT:

**A. BACKGROUND:** In November 2021, Beaufort County Council adopted the 2040 Comprehensive Plan. As a result, staff have been reviewing the Community Development Code (CDC) for necessary amendments. During our review, staff have identified necessary major and minor corrections to the CDC to improve and clarify its standards, including changes to the County's ecotourism standards.

Proposed changes to Section 4.1.330 (Ecotourism) were first brought before the Beaufort County Planning Commission during their April 4<sup>th</sup>, 2022 meeting. The original revisions clarified the intent of the Ecotourism use, which is allowed as a Special Use in T1 Natural Preserve and a Conditional Use in T2 Rural, T2 Rural Neighborhood, T2 Rural Neighborhood Open, and T2 Rural Center. It also replaced the reference to the Ecotourism Society's (TES) standards with actual standards to guide Ecotourism projects in the County. Finally, the original amendment directly referenced base site area calculations for ecotourism projects to prevent artificially inflated densities. At that time, the Commissioners voted unanimously to send the proposed changes back to staff to create more specific and measurable standards. Staff have made modifications to the changes in order to address the Commission's comments.

**B. SUMMARY OF PROPOSED REVISIONS:** Based on the discussion held during the April 4<sup>th</sup>, 2022 Planning Commission meeting, staff have made further revisions to Section 4.1.330 (Ecotourism). The new changes include:

- Directly referencing the definition of Ecotourism as outlined in Table 3.1.70 (Land Use Definitions) to provide consistency and reinforce expectations. Ecotourism is defined in Table 3.1.70 (Land Use Definitions) as follows:

*Organized, educational and mainly outdoor recreation with or without lodging that invites participants to learn about and promote ecological preservation, conservation, and sustainability. This use shall include at least two of the following characteristics:*

- 1. Located near or within a wilderness setting, park, or protected area;*
- 2. Interpretive educational program with or without guides;*
- 3. Outdoor activities; or*
- 4. Cultural experiences.*

- Clarifying standards for the required operational plan to include specific information, as applicable, such as emergency response plans, how utilities are provided, etc.
- Updating the lodging allowances included in ecotourism to better reflect the intention of the special and conditional ecotourism use.
- Refining the ecotourism principles to produce specific, measurable outcomes.

**C. LEGAL REVIEW:** Staff shared the amended ecotourism standards with the legal department for their review. Legal provided the following recommended changes be made to staff's amendment:

- Add evacuation plans and post-disaster clean-up plans as additional required components of the operational plan detailed in section B.
- Modify the first sentence of Section B so that all of the listed enhancements are equally weighted by removing "and/or" and replacing it with "and".

Because these recommendations were not received until after the Planning Commission agenda was published, staff presented the recommended changes to the Commissioners during the June 6, 2022 meeting. Staff recommended approval of the additional changes recommended by counsel.

**D. STAFF RECOMMENDATION:** Staff recommends approval of the deletions and amendments. Deletions are stricken through. Additions are highlighted and underlined.

**E. BEAUFORT COUNTY PLANNING COMMISSION RECOMMENDATION:** At the June 6, 2022 meeting of the Beaufort County Planning Commission, the Commission voted unanimously to recommend approval of the amended ecotourism standards, including the legal department's recommended additions, with the condition that waste water plans also be included as a component of the operational plan.

**F. ATTACHMENTS:** Revised Community Development Code Section 4.1.330 (Ecotourism)

**ORDINANCE 2022 / \_\_**

**TEXT AMENDMENT TO THE COMMUNITY DEVELOPMENT CODE (CDC):  
SECTION 4.1.330 (ECOTOURISM) TO CLARIFY GUIDING PRINCIPLES FOR  
ECOTOURISM DEVELOPMENT AND ESTABLISH BASE SITE AREA  
CALCULATIONS FOR ECOTOURISM DEVELOPMENT**

**WHEREAS**, the Community Development Code permits Ecotourism as a special use in T1 Natural Preserve and as a conditional use in T2 Rural, T2 Rural Neighborhood, T2 Rural Neighborhood Open, and T2 Rural Center; and

**WHEREAS**, Section 4.1.330 (Ecotourism) of the Community Development Code sets out the development standards for Ecotourism that reference vague guiding principles set by an outside organization and does not offer specific principles important to Beaufort County; and

**WHEREAS**, Section 4.1.330 sets a maximum floor area ratio for each ecotourism development, but does not specify how base site area shall be calculated; and

**WHEREAS**, it is necessary for the Community Development Code to provide clear guidance on ecotourism development standards and how to calculate maximum floor area ratio to achieve orderly development of Ecotourism facilities in our most rural zoning districts; and

**NOW, THEREFORE** be it ordained by County Council in meeting duly assembled that Section 4.1.330 of the Community Development Code is hereby amended as set forth in Exhibit A hereto. Deletions in the existing code are stricken through. Additions are highlighted and underlined.

Adopted this \_\_\_ day of \_\_\_\_\_ 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

By: \_\_\_\_\_  
Joseph Passiment, Chairman

ATTEST:

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

**4.1.330 Ecotourism**

Ecotourism shall meet the definition of ecotourism as stated in the Recreation, Education, Safety, Public Assembly section of the Land Use Definitions table in Section 3.1.70 and shall comply with the following:

- A. Applications shall include a site plan whose design incorporates the building, structures, and amenities into the natural and scenic qualities of the area in a complimentary fashion.
- B. An operational plan shall indicate that this use will enhance the ecotourism experience of intended users in regard to the related wilderness setting, interpretive educational programs, wildlife viewing opportunities, outdoor activities, parks/protected areas, and/or cultural experiences. An operational plan shall also include, at a minimum, information about access to the site, on and off-site parking for guests and employees, the number and type of jobs and associated wages created, housing for employees, how supplies will be staged and delivered, hours of operation, emergency response plans, how emergency services will be provided, an evacuation plan, post-disaster clean-up plans, how utilities will be provided, how wastewater will be treated, how solid waste will be disposed of, the number and type of amenities provided, and how the operation will adaptively respond to sea level rise. Additional information may be required through a Community Impact Statement as determined by the Director and as described in Appendix A.1.30.
- C. The maximum floor area ratio for each development shall be 0.1. Base Site Area shall be calculated per Section 6.1.40.G.
- D. An open space ratio of (at least) 85% shall be required for the entire property.
- E. Impervious surface shall not exceed 8% for the entire property.
- F. There shall be a 3-acre minimum site size for this use.
- G. Lodgings are permitted with this use and include cabins, inns, B&Bs, historic properties, and small hotels. Hotel uses shall be limited to no more than 50 units per development, 8 units per building, 24 guest rooms and a maximum height of 2 stories.
- H. Operators of ecotourism uses shall adhere to the following stewardship, research, and education principles promoted by The Ecotourism Society (TES), and shall address in their application how they will adhere to them:
  - Provide benefits for local ecosystems via research, conservation, educational awareness, etc.
  - Generate financial benefits for local people via jobs, grants, community investment, etc.
  - Deliver interpretative experiences to visitors that help raise awareness and sensitivity to local environmental and cultural climates.
  - Design, construct, and operate low-impact eco-tours, activities, and facilities.



# BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

<b>ITEM TITLE:</b>
A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS
<b>MEETING NAME AND DATE:</b>
Natural Resource Committee, July 5, 2022
<b>PRESENTER INFORMATION:</b>
Stefanie M. Nagid, Passive Parks Manager
<b>ITEM BACKGROUND:</b>
2012/2013: Beaufort County and the Town of Hilton Head Island jointly purchased 5 parcels along Beach City Road on Hilton Head Island
2/19/2018: County Council approved \$250,000 for the completion of the Historic Mitchelville Freedom Park master plan
3/26/2018: County Council approved up to \$575,000 for Phase I implementation of the Historic Mitchelville Freedom Park master plan
February 2020: County Council approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan
8/17/2020: Finance Committee recommended approval of \$575,000 from H-Tax funds to be used towards Phase I implementation of the Historic Mitchelville Freedom Park master plan
4/5/2021: Natural Resource Committee recommended approval of the lease agreement between Beaufort County, the Town of Hilton Head Island and Historic Mitchelville Freedom Park
4/12/2021: County Council approved the lease agreement between Beaufort County, the Town of Hilton Head Island and Historic Mitchelville Freedom Park
5/3/2022: Town of HHI Council approved the lease agreement between Beaufort County, the Town of Hilton Head Island and Historic Mitchelville Freedom Park
<b>PROJECT / ITEM NARRATIVE:</b>
The approved Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan illustrates the need to use the approximate 4-acres of parcels along Beach City Road and adjacent to the Historic Mitchelville Freedom Park property. The Beach City Road parcels are jointly owned by Beaufort County and the Town of Hilton Head Island. The Town also owns the Historic Mitchelville Freedom Park property, however the Town and the Historic Mitchelville Freedom Park Executive Director are under a lease and management agreement for use and maintenance of the property. The use of the jointly owned Beach City Road parcels require a separate lease agreement between the County, Town and Historic Mitchelville Freedom Park Executive Director. Between April 2021 and April 2022, the previously County Council approved lease agreement was significantly modified by the Town and requires reapproval.
<b>FISCAL IMPACT:</b>
None

**STAFF RECOMMENDATIONS TO COUNCIL:**

Staff recommends approval of the lease agreement as provided.

**OPTIONS FOR COUNCIL MOTION:**

Motion to approve the County Administrator to execute a lease agreement between Beaufort County, the Town of Hilton Head Island and Historic Mtichelville Freedom Park for the property known as the Beach City Road parcels.

**RESOLUTION 2022/\_\_\_**

**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND THE HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS**

**WHEREAS**, Beaufort County (“County”) and the Town of Hilton Head Island (“Town”) are joint owners of certain real property in Beaufort County, South Carolina known as the Beach City Road parcels (R510 005 000 010A 000, R510 005 000 010B 0000, R510 005 000 010I 0000, R510 005 000 0248 0000, R510 005 000 0329 0000) (“Property”) on Hilton Head Island under and by virtue of deeds recorded in the Beaufort County Register of Deeds at Deed Book 3149, Page 1500 and Deed Book 3210, Page 2689, Beaufort County, South Carolina; and

**WHEREAS**, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

**WHEREAS**, the County and Town approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan dated February 2020, which illustrates the use of the Property by the Historic Mitchelville Freedom Park; and

**WHEREAS**, the County, Town and the Historic Mitchelville Freedom Park wish to enter into a long-term lease agreement, which details the intended use, management, maintenance and operation of the Property for public access, education and interpretation; and

**WHEREAS**, the County Council previously authorized the Interim County Administrator to execute a lease agreement in Resolution 2021/11 adopted April 12, 2021 but due to further negotiations and the passing of time, the terms of the original lease agreement have been significantly modified; and

**WHEREAS**, the final agreed upon terms and conditions for a long-term lease agreement, detailing the intended use, management, maintenance and operation of the Property for public access, education and interpretation are substantially similar to the lease agreement attached hereto as “Exhibit A” and incorporated herein by reference.

**NOW THEREFORE, BE IT RESOLVED, BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the County Administrator to execute a lease agreement with the Town of Hilton Head Island and the Historic Mitchelville Freedom Park which is substantially similar to the lease agreement attached hereto as “Exhibit A” and incorporated herein by reference.

Adopted this \_\_\_ day of \_\_\_\_\_, 2022.

COUNTY COUNCIL OF BEAUFORT COUNTY

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

ATTEST:

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Sarah Brock  
Clerk to Council

STATE OF SOUTH CAROLINA )  
 )  
 ) LONG TERM LEASE  
COUNTY OF BEAUFORT )

THIS LONG-TERM LEASE (“Lease”) is entered into this 3<sup>rd</sup> day of MAY, 2022 (“Effective Date”) by and between Beaufort County (“County”), the Town of Hilton Head Island, South Carolina (“Town”), and the Historic Mitchelville Freedom Park, Inc., a non-profit South Carolina Corporation (“Lessee”). The County and the Town hereinafter collectively referred to as the “Lessor”. The County, Town, and Lessee hereinafter collectively referred to as the “Parties”.

WHEREAS, Lessor acquired the 4.07 acres known as the Beach City Road parcels (“Property”) located on Hilton Head Island, and more fully described on Exhibit B attached hereto, by deeds recorded in the Office of the RMC for Beaufort County in Deed Book 3149 at Page 1500 and Deed Book 3210 at Page 2689; and

WHEREAS, the Parties wish to enter into this Lease, which details the responsibilities of the parties, as well as, the intended use, management, maintenance, and operation of the Property; and

WHEREAS, Lessors have approved the Lessee’s “Landscape and Interpretive Master Plan” dated February 2020, which details the need to utilize the Property for public access, education and interpretation.

NOW THEREFORE, for and in consideration of the mutual promises, conditions, and covenants herein set forth, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, where the Parties hereto agree as follows:

**ARTICLE 1: TERM and RENT**

1.1. **Term of Lease and Renewal.** The initial term of this Lease shall be for a period of forty-five (45) years, commencing on the Effective Date. Unless terminated sooner pursuant to the terms hereof, or notice of non-renewal is given as authorized in Article 7.3(a), at the end of Initial Lease Term, this Lease shall automatically renew for successive periods of twenty-five (25) years (hereinafter, each a “Renewal Lease Term”) provided that all terms and conditions of this Lease shall have been complied with by the Parties hereto, or unless either Party hereto shall give the other a Notice of Termination, as set forth in Section 7.3 herein below.

1.2. **Rent.** Lessee shall pay to the Town Rent in the sum of One (\$1.00) Dollar per year for the term of this Lease. Rent shall be due on January 1 of each year during any term of this Lease.

**ARTICLE 2: ACCEPTANCE and USE OF LEASED PREMISES**

2.1. **Property “As Is”.** Lessee represents and warrants that it has performed, or has had the opportunity to perform, an examination of (1) the Property, (2) title to the Property, and (3) the existing use restrictions on the Property, and accepts the Property “as is”, and without recourse to or against the Lessor as to the title thereto, availability of water, sewer, electricity, or telecommunication services, the nature, condition, or usability thereof, or the uses to which Property may be put. In no event shall the Lessor have any liability to Lessee for any defect in the Property, or the title to the Property, or conditions existing in, on, under,

over, or about the Property or any limitation on the uses that may be made of the Property. Lessee accepts this limitation on the Lessor's liability and acknowledges that this limitation of the Lessor's liability is a material term of this Lease without which the Lessor would not have entered into this Lease.

**2.2. The Property to Continue as a Public Park.** Lessee acknowledges that the Property is, as of the date of the commencement of this Lease, a public park. Lessee acknowledges and accepts that the Property shall at all times of normal daily operations remain open as a public park, with the public's right to enter the Property for parking and use of the amenities of the public park and access to the marshes of Fish Haul Creek and Port Royal Sound being preserved until such time that the public park and its amenities including water access are relocated.

- a. *Certain Restrictions Permitted.* Lessee shall be permitted to restrict the public's access to any portion of the Property during times when and where construction activity or any other similar hazardous work is being undertaken by Lessee.
- b. *Events Permitted.* Lessee is permitted to hold events from time to time at the Property for which a charge or admission fee must be paid by any person attending the event. Access to the Property may be restricted by Lessee to those persons paying the applicable charge or admission fee with approval by the Town Manager or his designee.

**2.3. Permitted Use.** Lessee may use the Property for the following purposes (hereinafter, each a "Permitted Use"): establishing, building, and operating a cultural and historical museum and ancillary and related uses, and any manner consistent with the Master Plan approved by the Beaufort County Council and Hilton Head Island Town Council.

### ARTICLE 3: OBLIGATIONS AND RESPONSIBILITIES

**3.1. Lessee Obligations and Responsibilities.** The Lessee shall adhere to the terms and conditions set forth in this Article at all times during any term of this Lease. Failure to adhere to the terms and conditions may result in termination of this Lease.

- a. *Compliance with Laws, Restrictive Covenants, and Local Ordinances.* Lessee shall comply with all governmental rules, regulations, ordinances, statutes, and laws now or hereafter in effect pertaining to the Property or Lessee's use. Lessee shall maintain the Property so as to comply with and remain in compliance with any restrictive covenants encumbering the Property and all local ordinances promulgated by the Town, or any other applicable law, rule, regulation, or agreement concerning the Property.
  - i. *Determination of Policies and Compliance with Permitted Use.* Lessee is solely responsible to determine and carry out policies relating to primary and ancillary activities and services offered by Lessee, including those in accordance with the Permitted Use and those allowed as accessory uses under the applicable zoning for the Property. In general, to act in accordance with the Permitted Use.
- b. *Utilities and Other Services.* Lessee shall at its sole cost and expense arrange for the provision of utilities and other services to the Property, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, and telecommunication services. Any fees for reservation of water or sewage or electrical capacity, or any other arrangements that must be made with the provider of any utility or any other service shall be the sole responsibility of Lessee. Lessee shall be solely responsible

for the payment of any and all *ad valorem* real property taxes, including but not limited, to stormwater utility fees, or any other fees and taxes associated with the Property.

The Lessor shall not be required to furnish, and has no obligation to furnish, to Lessee any facilities or services of any kind, including, but not limited to, water, sewage disposal, sewage capacity, solid waste collection and disposal, recycling collection, electricity, light, power, or telecommunication services.

**c. *Maintenance of Property.***

i. *Expenses.* Lessee shall, at its sole cost and expense, provide for the maintenance and upkeep of the Property, and shall at all times comply with any and all applicable fire, building, health, and sanitation codes as the same may from time to time be in effect.

ii. *Maintenance and Improvements.* In keeping with the Permitted Use on the Property, maintain the Property and any structures and buildings on the Property, in a clean, neat, safe, sanitary, and orderly condition, it being understood that no use shall be made or permitted of the Property or any part thereof, nor any acts done, which will violate any statutes, ordinance, or regulation, or violate or make inoperative or otherwise impair any insurance policy at any time held by or in any way for the benefit of the Town pursuant to any provision of this Lease.

iii. *Storage of Hazardous Substances and Waste Prohibited.* Other than materials and equipment used, or to be used, in the improvements, maintenance, and use of the Property, the improvements, and the personal property thereon, Lessee shall not sell, or suffer or permit to be stored, kept, used, or sold in, upon, or about the Property, or in any structure or building located on the Property, any gasoline, distillate, any substances defined as a "Hazardous Substance" under any Federal, State or local law, ordinance, or regulation, or any other substance or material of an explosive, inflammable, or radiological nature which may contaminate or endanger any part of the Property, any structure or building on the Property, or any person on or about the Property, or present any unusual fire, explosion, or other damaging or dangerous hazard; and, Lessee shall, at its sole cost and expense, cause the removal and cleanup of any hazardous substances allowed to contaminate the Property by Lessee.

Lessee shall refrain from storing any trash, garbage, or hazardous material or substance on the Property or in any structure or building located on the Property, nor create or permit the creation of any health or fire hazard, in violation of any applicable statute, regulation, or ordinance.

iv. *Waste Dumping or Disposal.* Lessee shall refrain from dumping, disposal, reduction, incineration or other burning of any trash, hazardous material or substance, papers, refuse, or garbage or any kind in, on, or about the Property, in violation of any applicable statute, regulation, or ordinance. Lessee shall refrain from committing or suffering to commit any waste upon, or making any unlawful, improper or offensive use of, the Property or any structure or building on the Property, or creating any public or private nuisance or act or thing upon the Property or in any structure or building on the Property.

**d. *General Management.*** Lessee shall have, and hereby agrees to undertake and assume, full and complete control and discretion in the management and operation of the Property during the

term of this Lease. Without limiting the generality of the foregoing, Lessee shall have the following rights and duties with respect to the use, management, and operation of the Property:

- i. *Financing.* To have, in its sole discretion, the right to obtain financing utilizing as collateral any personal property that Lessee has or may acquire. Lessee shall obtain written authorization from both the County and Town prior to using any permanent building or fixtures as collateral for obtaining financing.
- ii. *Improvement of Property.* To erect, establish, maintain, modify, build, construct, or remove trails, paths, private use antennae, walkways, roadways, fences, docks, boardwalks, observation centers, decks, parking areas, drainage structures, and other such things in furtherance of the use and operation of the Property by Lessee. All required authorization, permitting, and local procedures shall be followed during any improvement of the Property.
- e. *Financial Statements.* Any and all documents required in this Section shall be submitted to the Town, and shall be made available to the County upon request. Upon request of the Town, Lessee shall make its financial books and records available to the Town for Review. Upon receipt of a written request from the Lessor, Lessee shall have thirty (30) days to provide the requested financial books and records.

#### **ARTICLE 4: IMPROVEMENTS and CONSTRUCTION**

4.1. **Master Plan.** The Lessee shall only build, erect, or construct improvements on the Property as provided for in the approved *Landscape and Interpretive Master Plan* dated February 2020, attached hereto and incorporated by reference in Exhibit C (“Master Plan”).

- a. *Amendments to Master Plan.* Any amendment to the Master Plan must receive the required review and approval from the Beaufort County Council and Hilton Head Island Town Council. In addition to the aforementioned approval, any result of an amendment to the Master Plan shall be subject to all restrictive covenants, and all State, Federal or local statutes, ordinances or regulations.

4.2. **Improvements to Property.** Subject to the restrictions imposed by existing restrictive covenants, ordinances, and State or Federal statutes, including zoning regulations affecting the property, that are now in force or which may be enacted in the future, Lessee shall have the right to make such improvements as approved in the Master Plan, at the sole cost and expense of Lessee.

4.3. **Permits and Required Approvals.** It shall be the sole responsibility of Lessee to procure and pay for any required municipal, state, federal, or other governmental permits and authorizations of the various municipal departments and governmental subdivisions having jurisdiction over the Property with respect to Lessee’s occupation and use of the Property.

The Master Plan and any amendments shall, in addition to any other required approval, be subject to all applicable provisions of the Land Management Ordinance of the Town, and any applicable State, Federal or local statutes, ordinances or regulations that are in effect when any amendment is sought. Approval of the Master Plan by Town Council, in and of itself, shall not constitute any authorization to commence any work at the Property for which any other approval or permit of any nature is required.

4.4. **Mechanic's or Other Liens Prohibited.** Lessee shall not suffer or permit any mechanic's lien or other lien to be placed against the Property arising out of any construction upon or use of the Property by Lessee. If any such lien is filed, Lessee shall promptly cause the same to be released of record or bonded off, and shall further indemnify and hold the County and Town harmless from any costs or expenses, damages, suits, or reasonable attorney's fees arising from the filing or enforcement of any mechanic's lien or any other lien affecting the Property.

#### **ARTICLE 5: INTEREST IN STRUCTURES, FIXTURES, and IMPROVEMENTS**

5.1. **Permanent Structures, Fixtures, and Improvements.** Any structure, fixture, or improvement that Lessee builds, erects, or constructs on the Property that is affixed in a permanent manner shall be deemed to be a part of the Property. Following a termination of this Lease the aforementioned structure, fixture, or improvement shall remain on the Property and shall become part of the Property owned by the Lessor.

5.2. **Non-Permanent Structures, Fixtures, and Improvements.** Lessor waives any right, title, or interest in any and all equipment, displays, furniture, moveable non-permanent items and structures, and personal property owned by, loaned to, or leased to Lessee; and, said property shall, at all times, remain the property of Lessee, such entity that has loaned the property to Lessee, or such entity that has leased the property the Lessee. The Lessor further waives any right that it may have to retain or distrain any of the property owned by, leased to, or leased by Lessee.

5.3. **Interest in Property.** Other than the leasehold interest established by this Lease, Lessee shall have no interest in the Property.

#### **ARTICLE 6: INSURANCE**

6.1. **Required Liability Insurance.** During any term of this Lease, Lessee shall maintain in full force and effect a comprehensive general public liability insurance with minimum bodily injury, death, and property damage, per occurrence, of FIVE MILLION (\$5,000,000.00) DOLLARS insuring against any and all liability of Lessee with respect to its occupants and use of the Property and all of the improvements, structures, and buildings on the Property, or arising out of the maintenance, use, or occupancy thereof by Lessee. In addition to all other coverages, and if available, such insurance policy or policies shall specifically insure the performance by Lessee of the hold harmless and indemnity provisions set forth in this Lease. The County and Town shall be named as an additional insured on this policy or these policies.

6.2. **Required Property Insurance.** During any term of this Lease, Lessee shall keep buildings and structures located on the Property insured against loss or damage by fire, wind, flood (to the extent of any available federal flood insurance program), and all other perils as are typically insured against by commercial establishments operating in Beaufort County, South Carolina, to the extent of the value thereof. The County and Town shall be named as an additional insured on this policy or these policies.

6.3. **Failure to Obtain Insurance.** If Lessee fails to procure or maintain any insurance required by this Article, or fails to carry insurance required by law or governmental regulations, then the Lessor shall provide a written notice to Lessee. Failure to procure insurance within ten (10) days shall be deemed a default, and the Lessor may take any and all necessary steps available to establish insurance on the property, or may proceed with any and all rights provided under Article 7 of this Lease.

## ARTICLE 7: DEFAULT, TERMINATION, and ABANDONMENT

7.1. **Default.** The Lessee is deemed in Default if there is a failure to adhere to any of the terms or conditions set forth in this Lease. The Lessor shall provide written notice to the Lessee of the Default and allow for a time to cure. Unless otherwise provided for in this Lease, the time to cure shall be one hundred twenty (120) days. In addition to other events provided for in this Lease, the following shall also be deemed Events of Default:

- a. ***Failure to Observe Requirements.*** The failure of Lessee to observe or perform any covenant, condition, obligation or agreement contained in this Lease, required to be observed or performed, for a period of one hundred twenty (120) days after delivery of written notice specifying such failure and demand that it be remedied.
- b. ***Dissolution of Lessee.*** The dissolution, termination, or liquidation of Lessee, or the voluntary or involuntary commencement of any proceeding under any State or Federal law relating to bankruptcy, insolvency, assignment for the benefit of creditors, reorganization, readjustment of debtor any other form of creditor action or debtor relief, either by Lessee or against Lessee, or any change in the tax-exempt, not-for-profit status of Lessee.
- c. ***Abandonment of the Property.*** The abandonment of the Property by Lessee, or the discontinuance of operations at the Property by Lessee.
- d. ***Use Inconsistent with the Permitted Use.*** Any use of all or any part of the Property or the structures and improvements thereon, other than in compliance with the Permitted Use, the Master Plan, or this Lease without the approval of the Lessor.
- e. ***Failure to Pay Amounts Due:*** The failure to pay any sum due to the Lessor, or failure to pay any sums of money required under any provision of this Lease.

7.2. **Remedies of Default.** Whenever any Event of Default described in this Article shall have happened and continue for a period of one hundred twenty (120) days after delivery of written Notice of Default, the non-defaulting Party shall have the right to terminate this Lease. If is the Lessor is the non-defaulting party, it may give notice to Lessee to vacate the Property, and may thereafter evict Lessee from the Property, take possession thereof, and exercise all the rights and remedies provided herein. At any time within sixty (60) days after such Notice of Default and demand, either Party may initiate a mandatory, non-binding mediation proceeding, which shall be completed within one hundred twenty (120) days of the date of the Notice of Default. In no event shall enforcement by the Lessor of its rights under this Lease cause Lessee to be relieved of any of its obligations set forth in this Lease.

7.3. **Termination.**

- a. ***Non-renewal of Lease.*** At the end of the initial term or at the end of any renewal Term, either Party hereto shall give the other Party written notice of its intention not to renew this Lease not less than twelve (12) months prior to the Termination Date.
- b. ***Termination Due to Default.*** This Lease may be terminated upon the occurrence of any Event of Default as set forth in this Lease and as provided by the law governing governmental subdivisions and the length of contracts they may enter into.
- c. ***Delivery After Termination.*** Tenant agrees to quit and deliver the Property peaceably and quietly to Lessor, or its attorney, or other duly authorized agent, at the expiration or other termination of this Lease.

- d. **Following Abandonment of Property.** If Lessors evict Lessee and take possession of the Property as authorized in Article 7.2, then Lessor may consider any personal property belonging to Lessee and left on the Property to have been abandoned, in which case Lessor may dispose of all such personal property in any manner Lessor shall deem proper and is hereby relieved of all liability for doing so.

**ARTICLE 8: MISCELLANEOUS**

8.1. **National Park Service Designation.** The Parties acknowledge and agree that the Lessor may seek and apply for the Property and/or Lessee’s use thereon to become part of the National Park Service Reconstruction Era Monument (or similar designation). The Parties agree to cooperate and work in good faith to achieve this designation, including but not limited to executing any necessary easements, agreements or the like.

8.2. **No Agency.** The Parties hereto intend only to provide for a Lease of real property as provided herein, and affirmatively state that no master/servant, principal/agent, or employer/employee relationship is created by this Lease. Nothing herein creates any relationship between the Lessor and Lessee other than that which is expressly stated herein. No employee, volunteer, or agent of Lessee shall be considered an employee or agent of the Lessor for any purpose whatsoever and none shall have any status, right or benefit of employment with Lessor.

8.3. **No Third Party Beneficiaries.** The Parties hereto affirmatively represent that this Lease is made solely for the benefit of the Parties hereto and not for the benefit of any third party who is not a signature Party hereto. No person or entity other than the Parties shall have any enforceable rights hereunder, or have any right to the enforcement hereof, or any claim for damages as a result of any alleged breach hereof.

8.4. **Assignment and Subletting of Property.** Lessee shall not assign this Lease, nor sublet any part of the Property, nor grant any concession or license to use the Property without written consent from both the County and Town. A consent by Lessor to one assignment, subletting, concession, or license shall not be deemed to be a consent to any subsequent assignment, subletting, concession, or license. An assignment, subletting, concession, or license without the prior written consent of both the County and Town shall be void and shall at the Lessor’s option, terminate this Lease immediately.

8.5. **Notices.** All notices, certificates, or other communications required hereunder shall be deemed delivered when delivered in person, or mailed by regular first class mail, postage prepaid, addressed as follows, or to such other addresses as may be designated, in writing, by the Parties:

To the Town:	Town of Hilton Head Island Attn: Town Manager One Town Center Court Hilton Head Island, SC 29928	With Copy to:	Town of Hilton Head Island Attn: Legal Department One Town Center Court Hilton Head Island, SC 29928
To the County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901	With Copy to:	Beaufort County Attn: Legal Department P.O. Box 1228 Beaufort, SC 29901

To Mitchelville:	Historic Mitchelville Freedom Park, Inc. Attn: Executive Director P.O. Box 21758 Hilton Head Island, SC 29925	With Copy to:	Chester C. Williams, Esq. Law Office of Chester C. Williams, LLC 17 Executive Park Road, Suite 2 PO Box 6028 Hilton Head Island, SC 29938-6028
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8.6. **Indemnification and Hold Harmless.** Lessee shall indemnify and hold the Lessor harmless from any claims for loss, damage, or liability, including reasonable attorney’s fees and costs incurred by the Lessor in responding to or defending any claim, arising out of or on account of any injury, death, or damage to any person, or to the property of any person, resulting from the use of the Property by Lessee and Lessee’s operation thereon, or arising from any act or omission of Lessee with respect to the exercise of Lessee’s rights hereunder; provided, however, in no event will Lessee indemnify or hold harmless the Lessor for acts or omissions of the Lessor or its employees or agents.

8.7. **Counterparts.** This Lease may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

8.8. **Binding Effect and Entire Agreement.** The Parties agree that this Lease sets forth the entire agreement between the Parties. This Agreement is binding upon and inures solely to the benefit of the Parties hereto.

8.9. **Amendment, Changes, and Modifications.** Except as otherwise provided herein, this Lease may not be amended, changed, modified, or altered without written consent of the Parties.

8.10. **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.

8.11. **Waivers.** If any agreement contained herein is breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder.

8.12. **No Remedy Exclusive.** No remedy conferred upon or reserved to the Parties is intended to be exclusive, and every such remedy shall be cumulative and shall be in addition to every other remedy hereunder now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right and power and such right and power may be exercised from time to time and as often as may be deemed expedient in the sole discretion of the Parties.

8.13. **Application of Laws and Other Matters.** This Lease is accepted by Lessee subject to all existing ordinances, regulations, and statutes, including zoning regulations and restrictive covenants affecting the Property that are now in force and which may be enacted in the future. In addition to the foregoing, Lessee shall at all times comply with all other reasonable rules and regulations which the Town may at any time or from time to time establish concerning the use of the Property; provided however, that any such rule or regulation does not unreasonably interfere with Lessee’s use and enjoyment of the Property.

8.14. **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.

8.15. **Quiet Enjoyment.** The Lessor hereby covenants that Lessee shall, during any Lease term, enjoy peaceable and quiet possession of the Property, and shall have, hold, and enjoy the Property without suit, trouble, or hindrance from the Town, except as expressly required or permitted by this Lease. The Lessor shall not interfere with the quiet use and enjoyment of the Property by Lessee during the Lease Term, so long as the Lessee adheres to the terms and conditions set forth in this Lease.

8.16. **Time is of the Essence.** Time is of the essence of this Lease.

8.17. **Governing 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.

IN WITNESS THEREOF, the Parties hereto have executed this Lease the day and year first above written.

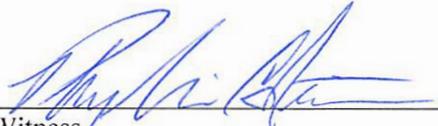
**LESSOR, Beaufort County:**

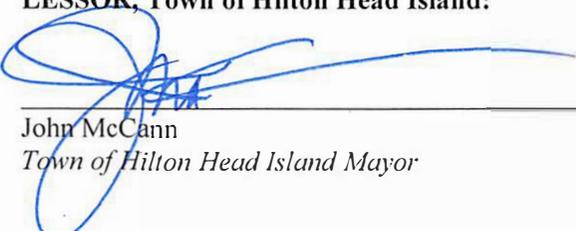
\_\_\_\_\_  
Witness

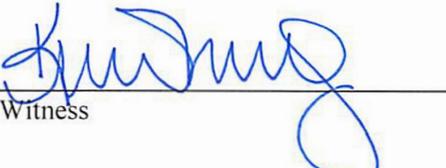
\_\_\_\_\_  
Eric Greenway  
*Beaufort County Administrator*

\_\_\_\_\_  
Witness

**LESSOR, Town of Hilton Head Island:**

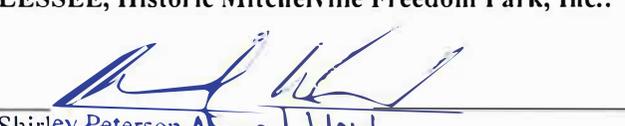
  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
John McCann  
*Town of Hilton Head Island Mayor*

  
\_\_\_\_\_  
Witness

**LESSEE, Historic Mitchelville Freedom Park, Inc.:**

  
\_\_\_\_\_  
Witness

  
\_\_\_\_\_  
~~Shirley Peterson~~ **Ahmad Ward**  
~~President~~ of Historic Mitchelville Freedom Park, Inc.  
**Executive Director**

  
\_\_\_\_\_  
Witness

## Exhibit B Legal Descriptions

### R510 005 000 010A 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 1.01 acres, more or less, and shown and described as "PARCEL 10A" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 010A, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 173.

### R510 005 000 010B 0000

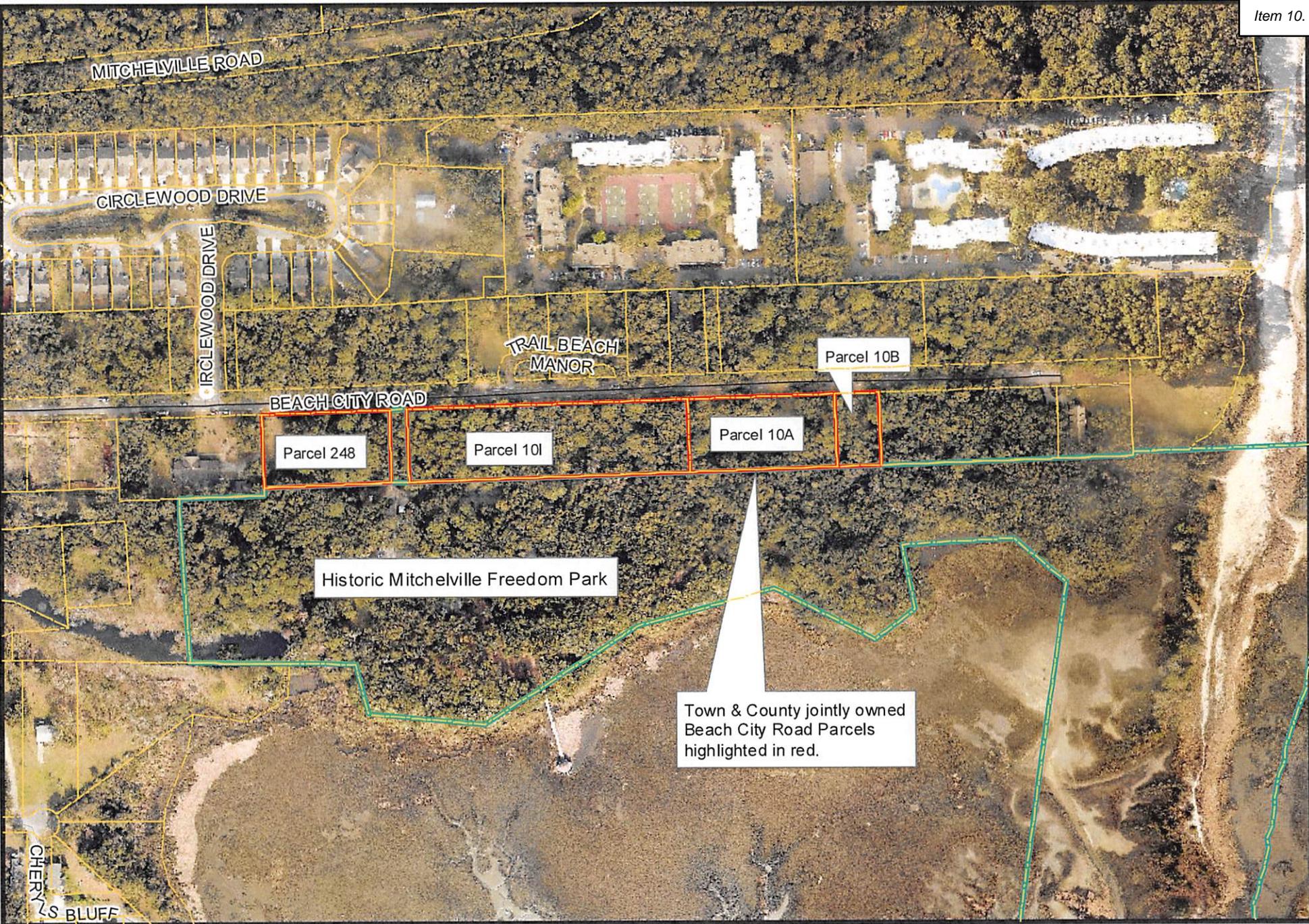
All that certain piece, parcel or tract of land, situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 0.30 acres, more or less, containing the area of one lot 90 ft X 148 ft. rectangular square. For a more particular description of the courses, metes, bounds and distances of said property, reference is hereby made to that certain plat describing such property as Lot C and being entitled "A Portion of Fish Haul Plantation known as the Bagriel Boston Tract located on Hilton Head Island, South Carolina, subdivided for Johnny White" dated March 1962, and recorded in Plat Book 11 at Page 34 as revised and record in Plat Book 13 at Page 44.

### R510 005 000 010I 0000

All that certain piece, parcel or tract of land situate, lying and being on Beach City Road, in the Town of Hilton Head Island, Beaufort County, South Carolina, which is shown and described as "1.917 Ac." on a plat entitled "Boundary Survey of 1.917 Ac. Beach City Road, A Portion of Fish Haul Plantation, Hilton Head Island, Beaufort County, South Carolina" dated February 23, 2012, prepared by Surveying Consultants, certified by Terry G. Hatchell, SCRLS #11059, and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 134 at Page 28.

### R510 005 000 0248 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 0.84 acres, more or less, and shown and described as "PARCEL 248" on a survey entitled "Boundary Survey of: Tax Parcel R510 005 0248, Beach City Road, Hilton Head Island, Beaufort County, South Carolina" dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 174.



Parcel 248

Parcel 10I

Parcel 10A

Parcel 10B

Historic Mitchelville Freedom Park

Town & County jointly owned Beach City Road Parcels highlighted in red.

### Town of Hilton Head Island

Exhibit A: Beach City Road Parcels



# Exhibit C





## HISTORIC MITCHELVILLE FREEDOM PARK, INC

March 7, 2022

### EXECUTIVE OFFICERS

**CHAIRPERSON**  
Didi Summers

**VICE CHAIRPERSON**  
Omolola Campbell

Mayor John McCann  
Town Manager, Marc Orlando  
Town of Hilton Head Island  
1 Town Center Court  
Hilton Head Island, SC 29928

**TREASURER**  
Margot Brown

Greetings,

**SECRETARY**  
Dr. Gloria Holmes

I am writing this letter to respectfully request the parcels of land on Beach City Road, jointly owned by the Town of Hilton Head and Beaufort County that are highlighted in the Historic Mitchelville Freedom Park's (HMFP) Master Plan. Per our recent update to the Town, HMFP is quickly moving towards a launch of its Capital Campaign to raise \$22.8 million with a firm national strategy and defined national targets. Regarding the parcels outlined, we are looking at financial possibilities that would directly affect those parcels, sooner rather than later. One of those parcels would be the location of our official parking area, which is part of current conversations with the Town of Hilton Head. The other parcel would contain a Classroom / Lab area used for educational programs, limited processing of archaeological finds and some office space. These parcels are vitally important to early phase development of the Park site.

### BOARD OF DIRECTORS

Jamie L Berndt  
Carlton Dallas  
Herbert Ford  
Dr. Andrea Grant Guess  
Lee Gill  
Hester Hodde  
Kirsten Hotchkiss  
Myla Lerner  
Anna Ponder  
Billy Watterson  
E. Ray Werts

The conversation on these parcels dates back to the Summer of 2020 while we were still under quarantine. Beaufort County supports gifting the parcels on Beach City Road to HMFP. The organization definitely wants to gain all the parcels on Beach City Road, save the one closest to Andre White's property, that has been part of discussions involving an additional gravel parking area to give more access to Fish Haul Creek Beach. However, the organization is open to waiting on full acceptance of the parcels, as long as the two that are outlined in the Master Plan are available to us as soon as possible.

### Chairman Emeritus

Thomas C. Barnwell, Jr.

In summation:

- HMFP is requesting that the Town give the organization use of the parcels on Beach City Road to complement the existing Master Plan.
- The two parcels highlighted in the Plan are of the highest importance to the organization. HMFP is open to waiting on the other parcels if need be.

*Mailing Address*  
P. O. Box 21758  
Hilton Head Island, SC 29925

We are thankful for the long-standing partnership with the Town of Hilton Head. Thank you in advance for your consideration in this matter. Please do not hesitate to contact me at [award@exploremitchelville.org](mailto:award@exploremitchelville.org) or my cell: 205-276-5376 if you desire any additional information.

*Office Address*  
536 William Hilton Parkway,  
Suite 134  
Hilton Head Island, SC 29928

Sincerely,

[www.exploremitchelville.org](http://www.exploremitchelville.org)

Ahmad Ward  
Executive Director

*The Historic Mitchelville Freedom Park is a 501(c)(3) tax-exempt organization. Your contribution is tax-deductible to the extent permitted by law*

**PROPOSED ORDINANCE NO. 2021-21**

**ORDINANCE NO. 2022-\_\_\_\_\_**

**AN ORDINANCE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, AUTHORIZING THE EXECUTION OF A LEASE REGARDING FOUR (4) PARCELS, LOCATED ALONG BEACH CITY ROAD, TO HISTORIC MITCHELVILLE FREEDOM PARK, INC., RELATED TO REAL PROPERTY OWNED BY THE TOWN OF HILTON HEAD ISLAND AND BEAUFORT COUNTY, SOUTH CAROLINA, PURSUANT TO THE AUTHORITY OF S.C. CODE ANN. SEC. 5-7-40 AND SEC. 2-7-20, CODE OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, (1983); AND PROVIDING FOR SEVERABILITY AND AN EFFECTIVE DATE.**

**WHEREAS**, the Town of Hilton Head Island, South Carolina (“Town”) and Beaufort County (“County”), jointly own one or more parcels of real property along Beach City Road; and

**WHEREAS**, the Town has determined that it is in the best interests of the Town to provide for the preservation of these properties as part of the Historic Mitchelville Freedom Park (“Park”), and for the utilization of the Park as a cultural and historical museum; and

**WHEREAS**, on April 18, 2017, the Town adopted an ordinance, which entered into a Memorandum of Understanding and Lease with Historic Mitchelville Freedom Park, Inc. (“Mitchelville”, formerly known as: Mitchelville Preservation Project, Inc.) for the operation of a cultural and historical museum in the Town of Hilton Head Island; and

**WHEREAS**, on August 18, 2020, the Town approved a Master Plan and Business Plan for the development of the Historic Mitchelville Freedom Park and this Master Plan outlined additional parcels not included in the previous lease with the Town; and

**WHEREAS**, the Town and County purchased the four (4) parcels along Beach City Road for preservation due to their historical significance and leasing these parcels to Mitchelville is consistent with this purpose; and

**WHEREAS**, the Community Services & Public Safety Committee held a public meeting on March 28, 2022 at which time a presentation was made by Staff and an opportunity was given for the public to comment on the proposed lease; and

**WHEREAS**, after consideration of the Staff presentation and public comments, the Community Services & Public Safety Committee voted unanimously to recommend Town Council authorize the execution of the lease; and

**WHEREAS**, the Town Council of the Town is authorized to enter into leases of Town-owned land under the authority of S.C. Code Ann. Section 5-7-40 and Section 2-7-20, *Code of The Town of Hilton Head Island*, South Carolina (1983, as amended); and

**WHEREAS**, the Town Council for the Town has determined that it is in the best interests of the Town to authorize the execution and delivery of a Lease for four (4) parcels, jointly owned by the Town and Beaufort County and located along Beach City Road, which is described and attached hereto as Exhibit "B".

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA; AND IT IS ORDAINED BY THE AUTHORITY OF THE SAID TOWN COUNCIL:**

**Section 1 - Execution, Delivery and Performance of Lease.**

- (a) The Mayor and/or Town Manager are hereby authorized to execute and deliver the Lease in substantial conformance with the attached Exhibit "A"; and
- (b) The Town Manager is hereby authorized to take such other and further actions as may be necessary to complete the performance of the Town's obligations under the terms and conditions of the Lease.

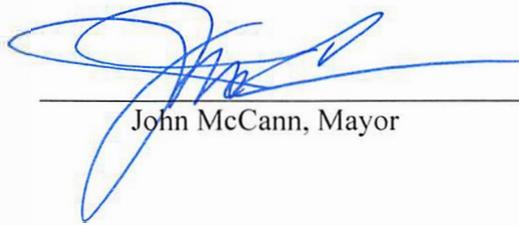
**Section 2 - Severability.**

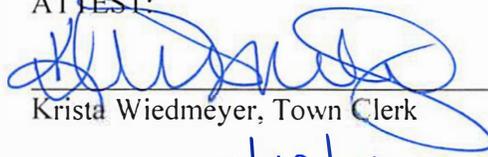
If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

**Section 3 - Effective Date.**

This Ordinance shall be effective upon adoption thereof by the Town Council for the Town of Hilton Head Island, South Carolina.

**PASSED AND APPROVED BY THE TOWN COUNCIL FOR THE TOWN OF HILTON HEAD ISLAND, SOUTH CAROLINA, ON THIS 3rd DAY OF May, 2022.**

  
\_\_\_\_\_  
John McCann, Mayor

ATTEST:  
  
\_\_\_\_\_  
Krista Wiedmeyer, Town Clerk

First Reading: 4/19/22  
Second Reading: 5/03/22

Approved as to form: \_\_\_\_\_  
Curtis L. Coltrane, Town Attorney

Introduced by Council Member: William Harkin

**RESOLUTION 2021/ 11**

**A RESOLUTION TO AUTHORIZE THE INTERIM COUNTY ADMINISTRATOR TO EXECUTE A LEASE AGREEMENT BETWEEN BEAUFORT COUNTY, THE TOWN OF HILTON HEAD ISLAND AND THE HISTORIC MITCHELVILLE FREEDOM PARK FOR THE PROPERTY KNOWN AS THE BEACH CITY ROAD PARCELS**

**WHEREAS**, Beaufort County (“County”) and the Town of Hilton Head Island (“Town”) are joint owners of certain real property in Beaufort County, South Carolina known as the Beach City Road parcels (R510 005 000 010A 000, R510 005 000 010B 0000, R510 005 000 010I 0000, R510 005 000 0248 0000, R510 005 000 0329 0000) (“Property”) on Hilton Head Island under and by virtue of deeds recorded in the Beaufort County Register of Deeds at Deed Book 3149, Page 1500 and Deed Book 3210, Page 2689, Beaufort County, South Carolina; and

**WHEREAS**, the County is the owner of a 50% undivided interest in the Property and the Town is the owner of a 50% undivided interest in the Property; and

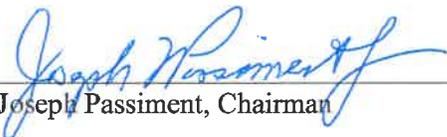
**WHEREAS**, the County and Town approved the Historic Mitchelville Freedom Park Landscape and Interpretive Master Plan dated February 2020, which illustrates the use of the Property by the Historic Mitchelville Freedom Park and is attached hereto and incorporated by reference as “Attachment A”; and

**WHEREAS**, the County, Town and the Historic Mitchelville Freedom Park wish to enter into a long-term lease agreement, which details the intended use, management, maintenance and operation of the Property for public access, education and interpretation.

**NOW THEREFORE, BE IT RESOLVED, BY BEAUFORT COUNTY COUNCIL**, duly assembled, does hereby authorize the Interim County Administrator to execute the Beach City Road Parcels Lease Agreement with the Town of Hilton Head Island and the Historic Mitchelville Freedom Park, attached hereto as “Attachment B” and incorporated herein fully as if repeated verbatim.

Adopted this 12<sup>th</sup> day of April, 2021.

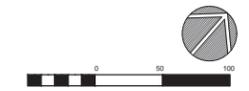
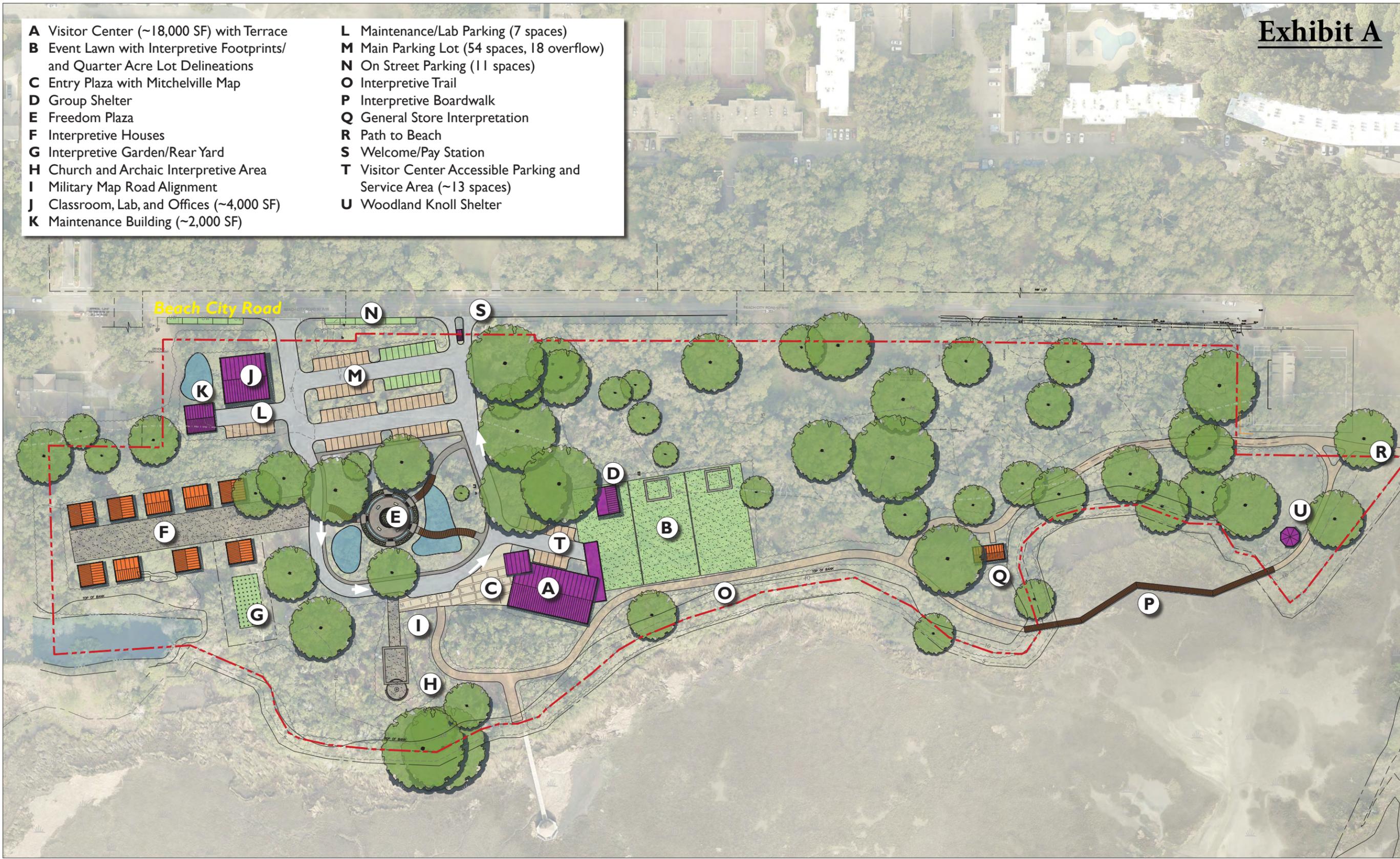
COUNTY COUNCIL OF BEAUFORT COUNTY

BY:   
Joseph Passiment, Chairman

ATTEST:  
  
\_\_\_\_\_  
Sarah Brock  
Clerk to Council

# Exhibit A

- A** Visitor Center (~18,000 SF) with Terrace
- B** Event Lawn with Interpretive Footprints/ and Quarter Acre Lot Delineations
- C** Entry Plaza with Mitchelville Map
- D** Group Shelter
- E** Freedom Plaza
- F** Interpretive Houses
- G** Interpretive Garden/Rear Yard
- H** Church and Archaic Interpretive Area
- I** Military Map Road Alignment
- J** Classroom, Lab, and Offices (~4,000 SF)
- K** Maintenance Building (~2,000 SF)
- L** Maintenance/Lab Parking (7 spaces)
- M** Main Parking Lot (54 spaces, 18 overflow)
- N** On Street Parking (11 spaces)
- O** Interpretive Trail
- P** Interpretive Boardwalk
- Q** General Store Interpretation
- R** Path to Beach
- S** Welcome/Pay Station
- T** Visitor Center Accessible Parking and Service Area (~13 spaces)
- U** Woodland Knoll Shelter



LEASE AGREEMENT  
BEACH CITY ROAD PARCELS

This Lease Agreement is entered into this \_\_\_\_\_, day of \_\_\_\_\_, 2021, by and between Beaufort County (“Co-Lessor”), the Town of Hilton Head Island (“Co-Lessor”) and Historic Mitchelville Freedom Park, a non-profit South Carolina Corporation (“Lessee”);

WHEREAS, Co-Lessors jointly acquired the 5.29 acres known as the Beach City Road parcels (“Property”) located on Hilton Head Island, and more fully described on Exhibit A attached hereto, by deeds recorded in the Office of the RMC for Beaufort County in Deed Book 3149 at Page 1500 and Deed Book 3210 at Page 2689; and

WHEREAS, the Co-Lessors and Lessee wish to enter into this Agreement, which details the intended use, management, maintenance, and operation of the Property; and

WHEREAS, Co-Lessors have approved the Lessee’s “*Landscape and Interpretive Master Plan*” dated February 2020, which details the need to utilize the Property for public access, education and interpretation.

NOW THEREFORE, for and in consideration of the annual payment of One Dollar (\$1.00), the sufficiency of which consideration is hereby acknowledged and approved, CO-LESSORS do hereby lease to LESSEE, the Property, more particularly described in Exhibit A attached hereto, under the terms and conditions set forth below:

1. TERM: The term of this Agreement shall cover a period of twenty-five (25) years, commencing on the entered upon date, unless terminated sooner pursuant to the provisions in this Agreement. The term of this Agreement may be extended for three (3) additional twenty-five (25) year terms upon the mutual agreement and written approval of the Co-Lessors and Lessee.
2. ASSIGNMENT OR SUB-LEASE: Lessee shall not assign or sublet the leased premises without the prior written approval of Co-Lessors. This will not prevent Lessee from renting some or all of the Property for special events as discussed herein.
3. ACCESSIBILITY: The Property shall be available and open to the public upon completion of installation of infrastructure as mutually agreed to by the parties. Thereafter, the park hours of operation shall be from \_\_\_\_\_ to \_\_\_\_\_, Monday through Sunday. Exceptions may be approved by the Lessee. The Lessee may charge fees for access and/or parking and/or other events or uses of buildings and structures located on the Property.
4. IMPROVEMENTS: Lessee, at their sole expense, shall build, erect or construct the permanent improvements as illustrated in the *Landscape and Interpretive Master Plan* as dated February 2020. Any improvements that Lessee may wish to construct that are not included in the aforementioned master plan will require approval of Co-Lessors prior to any construction. In the event of termination of this Agreement,

Lessee will retain ownership of any and all improvements on the Property, however those improvements will be removed from the Property at the Lessee’s expense and the Property will be returned to its original condition.

- 5. USE: Lessee shall at all times during the term of this Agreement or any renewal or extension thereof, shall maintain, manage, and use the leased premises as a public park only, and shall not provide, promote, or otherwise facilitate any programs or activities, or allow any person, entities, groups or organizations to use the leased premises to provide, promote or otherwise facilitate the use of the leased premises for non-park purposes without providing advanced notice to the Co-Lessors.

Special events, programming, historic/interpretive tours, community engagement and the like are permitted on the Property and will comply with any Town of Hilton Head Island rules, regulations, codes and/or ordinances that may apply. Any special event fee, charge, assessment, or admission cost which is required for access or attendance shall be used for the maintenance, management, and operations of the Historic Mitchelville Freedom Park. Lessee shall not, during the term of this Agreement, allow any person, group, entities or organizations, public or private, to have exclusive use of the Property without the prior written approval of Co-Lessors. It is clearly understood by the Lessee and Co-Lessors that events will be handled by the Lessee without advising or obtaining approval from the Co-Lessors and will be properly managed to protect the assets of the Property.

- 6. UTILITIES: The cost of all utilities, equipment, maintenance for grounds and facilities, assessments and fees shall be the sole responsibility of the Lessee.
- 7. MAINTENANCE: Lessee shall at all times maintain the premises in a condition suitable for use by the public as a park. Lessee shall not cause or suffer any nuisances or dangerous or hazardous conditions at any time. The cost of minor and major maintenance of any improvements built, erected or constructed by the Lessee shall be at the sole expense of the Lessee.

- 8. NOTICE: Any applicable notices shall be directed towards the following:

To Beaufort County:	Beaufort County Attn: County Administrator P.O. Box 1228 Beaufort, SC 29901
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To Town of Hilton Head Island:	Town of Hilton Head Island Attn: Town Manager One Town Center Court Hilton Head Island, SC 29928
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To Historic Mitchelville Freedom Park:      Historic Mitchelville Freedom Park  
Attn: Executive Director  
P.O. Box 21758  
Hilton Head Island, SC 29925

- 9. INSURANCE: The Lessee shall at all times carry and pay the premium for insurance no less than \$1,000,000 in general liability insurance coverage for each occurrence and no less than \$2,000,000 general liability insurance in the aggregate. Beaufort County shall be named as an additional insured on the Lessee’s insurance policy and said policy will be provided to Co-Lessors every year upon renewal.
  
- 10. DEFAULT: Failure of Lessee to maintain and use the Property as described in this Agreement shall constitute default of this Agreement. Upon default has occurred, Co-Lessors shall give Lessee written notice of default, delivered by hand delivery or certified mail, to the Historic Mitchelville Freedom Park Executive Director. Lessee shall have thirty (30) days from the date of receipt of the notice of default to cure the default. The failure by Lessee to cure the default within said period shall give Co-Lessors the right to terminate this Agreement, and the Property shall revert to the Co-Lessors.

*Signatures on following page*

WITNESS our hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

SIGNED AND SEALED IN THE





Personally appeared before me the undersigned witness and made oath that s/he saw the within named Ahmad Ward, appearing and acting as the Executive Director of the **Historic Mitchelville Freedom Park**, sign, seal and as her/his act and deed, deliver the within written Lease Agreement, and that s/he with the other witness witnessed the execution thereof.

\_\_\_\_\_

SWORN to before me this \_\_\_\_\_  
Day of \_\_\_\_\_, 2021

\_\_\_\_\_  
NOTARY PUBLIC FOR SOUTH CAROLINA  
MY COMMISSION EXPIRES: \_\_\_\_\_

**Exhibit A**  
*Legal Descriptions*

R510 005 000 010A 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head

Island, Beaufort County, South Carolina, consisting of 1.01 acres, more or less, and shown and described as “PARCEL 10A” on a survey entitled “Boundary Survey of: Tax Parcel R510 005 010A, Beach City Road, Hilton Head Island, Beaufort County, South Carolina” dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 173.

R510 005 000 010B 0000

All that certain piece, parcel or tract of land, situate, lying and being in Hilton Head Island, Beaufort County, South Carolina, consisting of 0.30 acres, more or less, containing the area of one lot 90 ft X 148 ft. rectangular square. For a more particular description of the courses, metes, bounds and distances of said property, reference is hereby made to that certain plat describing such property as Lot C and being entitled “A Portion of Fish Haul Plantation known as the Bagriel Boston Tract located on Hilton Head Island, South Carolina, subdivided for Johnny White” dated March 1962, and recorded in Plat Book 11 at Page 34 as revised and record in Plat Book 13 at Page 44.

R510 005 000 010I 0000

All that certain piece, parcel or tract of land situate, lying and being on Beach City Road, in the Town of Hilton Head Island, Beaufort County, South Carolina, which is shown and described as “1.917 Ac.” on a plat entitled “Boundary Survey of 1.917 Ac. Beach City Road, A Portion of Fish Haul Plantation, Hilton Head Island, Beaufort County, South Carolina” dated February 23, 2012, prepared by Surveying Consultants, certified by Terry G. Hatchell, SCRLS #11059, and recorded in the Register of Deeds for Beaufort County, South Carolina in Plat Book 134 at Page 28.

R510 005 000 0248 0000

All that certain piece, parcel or tract of land situated, lying and being in the Town of Hilton Head Island, Beaufort County, South Carolina, consisting of 0.84 acres, more or less, and shown and described as “PARCEL 248” on a survey entitled “Boundary Survey of: Tax Parcel R510 005 0248, Beach City Road, Hilton Head Island, Beaufort County, South Carolina” dated March 31, 2011, prepared by Sea Island Land Survey, LLC, certified by Mark R. Renew, S.C.R.L.S. No. 25437, and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 132 at Page 174.

R510 005 000 0329 0000

All that certain piece, parcel or tract of land located on Hilton Head Island, Beaufort County, South Carolina, containing 1.22 acres, more or less, and reflected as Open Space of Parcel 10H, Beach City Road on plat prepared by Mark R. Renew, South Carolina Registered Land Surveyor No. 25437, dated September 10, 2007, and recorded September 18, 2007, in the Office of the Register of Deeds for Beaufort County, South Carolina, in Plat Book 121 at Page 171.