



Community Services and Land Use Committee Beaufort County, SC

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

Monday, October 14, 2024
3:00 PM

AGENDA

COMMITTEE MEMBERS:

ALICE HOWARD, CHAIR
GERALD DAWSON
THOMAS REITZ

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

1. CALL TO ORDER
2. PLEDGE OF ALLEGIANCE
3. PUBLIC NOTIFICATION OF THIS MEETING HAS BEEN PUBLISHED, POSTED, AND DISTRIBUTED IN COMPLIANCE WITH THE SOUTH CAROLINA FREEDOM OF INFORMATION ACT
4. APPROVAL OF AGENDA
- [5.](#) APPROVAL OF MINUTES - September 9, 2024
6. **CITIZEN COMMENT PERIOD- 15 MINUTES TOTAL**
Anyone who wishes to speak during the Citizen Comment portion of the meeting will limit their comments and speak no longer than three (3) minutes. Speakers will address Council in a respectful manner appropriate to the decorum of the meeting, refraining from the use of profane, abusive, or obscene language. In accordance with Beaufort County's Rules and Procedures, giving of a speaker's time to another is not allowed.
- [7.](#) ASSISTANT COUNTY ADMINISTRATOR REPORT- Chuck Atkinson

AGENDA ITEMS

8. DISCUSSION AND UPDATE ON THE ALLJOY SEWER PROJECT- *Charlie Stone, Beaufort Jasper Water Sewer Authority*
- [9.](#) RECOMMEND APPROVAL OF A RESOLUTION 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 009 000 0030 0000 AND ALSO KNOWN AS RAWSTROM ROAD (**FISCAL IMPACT: \$1,870,000 Beaufort County Rural and Critical Land Preservation Program Bond Referendum Account # 4500**) - *Amanda Flake, Natural Resource Planner*

10. RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSION/NEGOTIATIONS FOR THE PROPOSED FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS NORTH WIDGEON (**FISCAL IMPACT: \$10,000 due diligence fees for appraisal, Beaufort County Rural and Critical Land Preservation Program Bond Referendum Account #45001**) - Amanda Flake, Natural Resource Planner
11. ADJOURNMENT

EXECUTIVE SESSION

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

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



Community Services and Land Use Committee Beaufort County, SC

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

**Monday, September 09, 2024
3:00 PM**

MINUTES

Watch the video stream available on the County's website to hear the Council's discussion of a specific topic or the complete meeting. <https://beaufortcountysc.new.swagit.com/videos/314415>

COMMITTEE MEMBERS:

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

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

1. **CALL TO ORDER**

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

PRESENT

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

ABSENT

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

2. **PLEDGE OF ALLEGIANCE**

Committee Chairman led the 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**

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

4. **APPROVAL OF AGENDA**

Motion: It was moved by Ex-Officio Passiment, Seconded by Council Member McElynn to amend the agenda to take Item #13 as the first action item.

Vote: Motion was approved without objection.

Motion: It was moved by Ex-Officio Passiment, Seconded by Council Member McElynn to approve the agenda as amended.

Vote: Motion was approved without objection.

5. **APPROVAL OF MINUTES - August 19, 2024**

Motion: It was moved by Council Member Tabernik, Seconded by Council Member Dawson to approve the minutes of August 19, 2024.

Vote: Motion was approved without objection.

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

1. Queen Quet

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

Please watch the video stream to view the full update.

<https://beaufortcountysc.new.swagit.com/videos/314415?ts=302>

AGENDA ITEMS

13. **RECOMMEND APPROVAL TO FUND REVIEW OF MITCHELVILLE APPRAISALS**

Motion: It was moved by Ex-Officio Passiment, Seconded by Council Member Brown to recommend approval to fund review of Mitchelville appraisals.

Vote: Motion was approved without objection.

8. **PRESENTATION AND CONSIDERATION OF THE ST. HELENA COMMUNITY AND CULTURAL EVENTS CENTER FEASIBILITY STUDY AND MARKET ANALYSIS**

Please watch the video stream to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/314415?ts=2166>

Motion: It was moved by Committee Vice-Chair Glover, Seconded by Council Member Dawson to send the study to accept the feasibility study and a letter of support to the Economic Development Corporation.

Vote: Motion was approved without objection.

Motion: It was moved by Ex-Officio Passiment, Seconded by Council Member Reitz to amend to send the feasible study to the Economic Development Corporation but do not include the letter of support .

Vote: Motion was approved without objection.

Main Motion: It was moved by Committee Vice-Chair Glover, Seconded by Council Member Dawson to send the study to accept the feasibility study and send it to the Economic Development Corporation.

Vote: Motion was approved without objection.

9. **RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AMENDING THE COMMUNITY DEVELOPMENT CODE (CDC): SECTION 3.1.60 (CONSOLIDATED USE TABLE), 3.3.40 (COMMUNITY CENTER MIXED USE (C4) ZONE STANDARDS), AND 3.3.50 (REGIONAL CENTER MIXED USE (C5) ZONE STANDARDS) TO ALLOW DWELLING: SINGLE FAMILY DETACHED UNIT IN C4 NEIGHBORHOOD MIXED USE AND C5 REGIONAL CENTER MIXED USE**

Motion: It was moved by Council Member Dawson, Seconded by Council Member Tabernik to deny request to recommend approval to Council of an ordinance amending the community development code (CDC): section 3.1.60 (consolidated use table), 3.3.40 (community center mixed use (C4) zone standards), and 3.3.50 (regional center mixed use (C5) zone standards) to allow dwelling: single family detached unit in C4 neighborhood mixed use and C5 regional center mixed use .

Vote: Motion was approved without objection.

Motion was withdrawn

Motion: It was moved by Council Member McElynn, Seconded by Council Member Brown to recommend approval to Council of an ordinance amending the community development code (CDC): section 3.1.60 (consolidated use table), 3.3.40 (community center mixed use (C4) zone standards), and 3.3.50 (regional center mixed use (C5) zone standards) to allow dwelling: single family detached unit in C4 neighborhood mixed use and C5 regional center mixed use .

Vote: Motion was approved without objection.

10. **RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE FOR A TEXT AMENDMENT TO ARTICLE 1 (GENERAL PROVISIONS), DIVISION 1.3 (APPLICABILITY AND JURISDICTION), SECTION 1.3.50 (EXEMPTIONS) OF THE COMMUNITY DEVELOPMENT CODE (CDC) TO PROVIDE EXEMPTIONS TO ADDRESS COUNTY PUBLIC SERVICES USES**

Motion: It was moved by Council Member Glover, Seconded by Ex-Officio Passiment to recommend approval to Council of an ordinance for a text amendment to Article 1 (General Provisions), Division 1.3 (Applicability and Jurisdiction), Section 1.3.50 (Exemptions) of the Community Development Code (CDC) to provide exemptions to address County public services uses .

Vote: Motion was approved without objection.

11. **RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE FOR A COMPREHENSIVE PLAN AMENDMENT TO ADD THE BEAUFORT COUNTY HOUSING IMPACT ANALYSIS AS AN APPENDIX TO THE 2040 COMPREHENSIVE PLAN**

Motion: It was moved by Council Member McElynn, Seconded by Council Member Tabernik to recommend approval to Council of an ordinance for a Comprehensive Plan Amendment to add the Beaufort County Housing Impact Analysis as an appendix to the 2040 Comprehensive Plan .

Vote: Motion was approved without objection.

12. **RECOMMEND APPROVAL TO COUNCIL OF AN ORDINANCE AMENDING BEAUFORT COUNTY CODE OF ORDINANCES PART 1 GENERAL ORDINANCES, CHAPTER 46 HEALTH AND SANITATION, ARTICLE IV ALCOHOL AND DRUG ABUSE BOARD SECTIONS 121 PURPOSE AND 122 POWERS AND DUTIES; AND REPEALING SECTION 46-122 MEMBERSHIP**

Motion: It was moved by Ex-Officio Passiment, Seconded by Council Member McElynn to recommend approval to council of an ordinance amending Beaufort County Code of Ordinances part 1 general ordinances, Chapter 46 health and sanitation, Article IV alcohol and drug abuse board sections 121 purpose and 122 powers and duties; and repealing Section 46-122 membership.

Vote: Motion was approved.

Council Member Glover Abstained

14. **PRESENTATION OF A HABITAT FOR HUMANITY VETERAN/AFFORDABLE HOUSING CONCEPT AND PLAN**

Please watch the video stream to view the full presentation.

<https://beaufortcountysc.new.swagit.com/videos/314415?ts=6649>

15. **ADJOURNMENT**

Committee Chairman adjourned meeting at 4:48pm.

Ratified:

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

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Beaufort County & The National Flood Insurance Program

Creation

Congress created the NFIP to help combat the mounting flood losses and the increased burden of disaster relief on taxpayers

Legislation

The NFIP was created in 1968 with the passage of the National Flood Insurance Act of 1968 (NFIA)

Importance

Flooding and cyclone events are the costliest and most common disasters in the U.S. with 99% of counties in the U.S. having experienced a flood.



Participation in the program

Allows residents to purchase federally backed mortgages , creates more resilient communities and reception of flood disaster assistance

Reduction of Risk

According to the Insurance Information Institute, buildings constructed to the NFIP standards suffer about 80% less damage annually than those not built in compliance.

Protection

Today, the program protects over \$1.2 trillion in assets for nearly 5 million policyholders of those are policy holders, 11,290 are located within our community

Construction Certificate Management

Credit is provided for having a written construction management procedures as well as retaining Flood Elevation Certificates



Repetitive Loss Category

Credit is provided for Repetitive Loss Area Analysis and management plan.



Hazard Disclosures & Flood protection Information

Credit is provided for state and community regulation requiring disclosure of flood hazards



Map Information Service

Credit is provided for providing inquirers with basic flood zone information from the community's latest Flood Insurance Rate Map



Community Rating System

An additional program created by FEMA's National Insurance Program to encourage and incentivize increased flood protection measures.

Currently Beaufort County manages the following programs and initiates for it's community members

Open Space Preservation

Credit is provided for preserving a percentage of the Special Flood Hazard Area as open space and maintaining the land in a natural state



Outreach Projects

Credit is provided for informational outreach projects, general outreach and targeted outreach for specified audiences.



Flood Warning and Responses

Credit is provided for providing timely identification of flood threats, disseminating warnings and coordinated flood response activities.



Higher Regulatory Standards

Credit is provided for enforcing regulations that require freeboard for new construction and substantial improvement, foundation protection and drainage protection.





NFIP Communities

There are currently 22,691 communities Nationally that participate in the NFIP



CRS Communities

Of the NFIP communities, there are approximately only 1500 communities that participate in the CRS



NFIP Policies

There is currently 11,290 National Flood Insurance Policies throughout unincorporated Beaufort County.



Savings

Policy holders in the Special Flood Hazard Area receive 25% reduction in annual premiums and 10% for properties outside of SFHA

THROUGH COMBINED EFFORTS, PARTICIPATION IN THE CRS PROGRAM SAVES BEAUFORT COUNTY FLOODPRONE RESIDENTS \$2,009,629 ANNUALLY



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 9.

ITEM TITLE:
RECOMMEND APPROVAL OF A RESOLUTION 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 009 000 0030 0000 AND ALSO KNOWN AS RAWSTROM ROAD.
MEETING NAME AND DATE:
Community Services and Land Use Committee, October 14, 2024
PRESENTER INFORMATION:
Amanda Flake, Natural Resource Planner
ITEM BACKGROUND:
Rural and Critical Land Preservation Board recommended approval for due diligence on 11/9/23, Council recommended on January 8, 2024 RCLP Board recommended approval for purchase on August 8, 2024
PROJECT / ITEM NARRATIVE:
Rawstrom Road fee is recommended for purchase. Purchase would protect 12 acres adjacent to Altamaha Heritage Preserve (DNR) and allow for public access adject to DNR; property is in Okatie watershed. Property is TMS# R600 009 000 0030 0000 and property appraised for a purchase price of \$1,870,000. RCLP funds remain for this purchase and all other projects currently recommended for due diligence, “in the pipeline”
FISCAL IMPACT:
\$1,870,000 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 purchase for Rawstrom Road Motion to modify purchase for Rawstrom Road Motion to reject purchase for Rawstrom Road

RESOLUTION 2024/_____**A RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR TO EXECUTE THE NECESSARY DOCUMENTS AND PROVIDE FUNDING FOR THE PURCHASE OF TAX MAP SERIAL NUMBER TMS # R600 009 000 0030 0000 AND ALSO KNOWN AS RAWSTROM ROAD FEE.**

WHEREAS, Seller wishes to sell and Purchaser wishes to purchase the development rights on property currently identified as TMS# R600 009 000 0030 0000 of +/- 11.66 acres and also known as Rawstrom Road Fee; collectively hereinafter “Rawstrom” and

WHEREAS, the purchase of development rights of Rawstrom 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 provides expansive views to the marshes of Okatie River from Rawstrom Road, and Camp St. Mary’s Road, immediately adjacent to DNR Altamaha Heritage Trust Preserve and across the Okatie River from RCLP property known as Pinckney Point,

WHEREAS, the proposal to purchase development rights for Rawstrom is for a fee simple acquisition with a purchase price up to \$1,870,000 plus closing costs; and

WHEREAS, the proposed purchase Rawstrom was presented to the Rural and Critical Land Preservation Board (RCLPB) at the August 8, 2024 meeting and the RCLPB unanimously recommended approval of the purchase; and

WHEREAS, the proposed purchase of Rawstrom was presented to the Community Services and Land Use Committee on October 14, 2024 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 Rawstrom;

NOW, THEREFORE, BE IT RESOLVED that Beaufort County Council, duly assembled, does hereby authorize the County Administrator to execute the necessary documents and provide funding up to \$1,870,000 plus closing costs for the purchase of real property identified as TMS# R600 009 000 0030 0000 and also known as Rawstrom.

Adopted this ____ day of _____, 2024.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____
Joseph Passiment, Chairman

ATTEST:

Sarah W. Brock, Clerk to Council



Project Analysis: Rawstrom Road Fee

PROPOSAL FOR: Fee Purchase

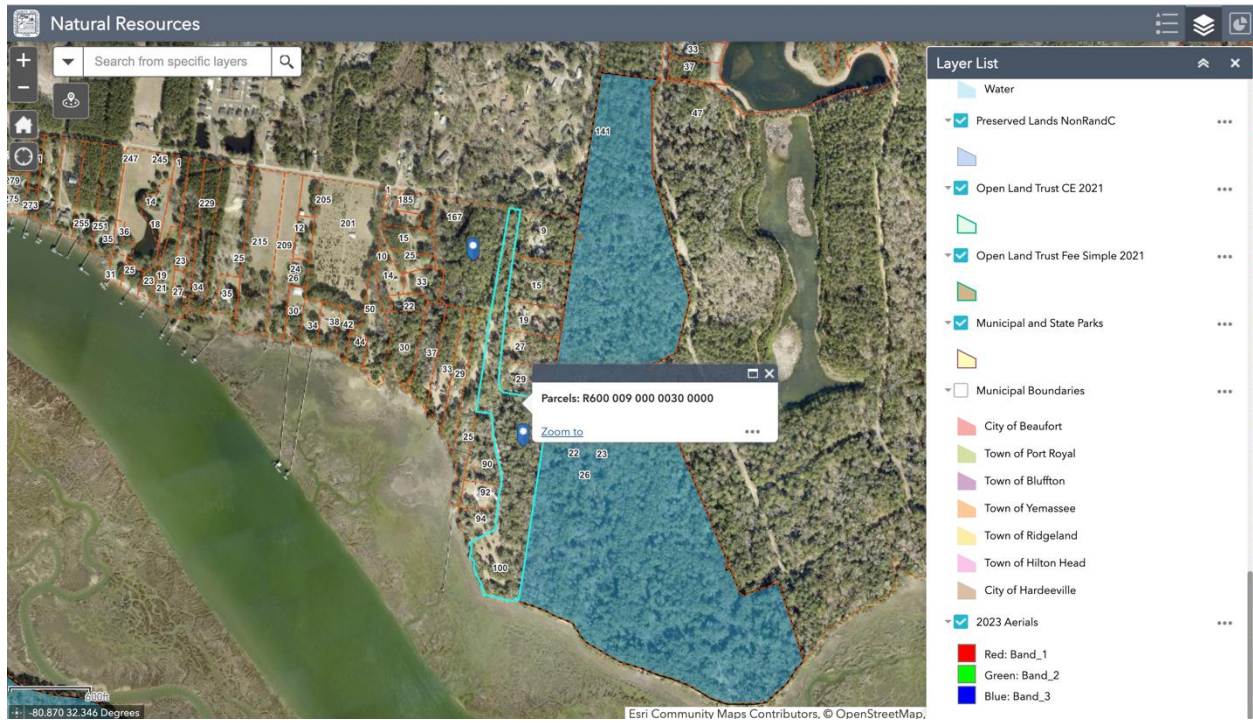
• PROPERTY ID:	TMS# R600 009 000 0030 0000
• OWNER:	New South Livin LLC
• ACREAGE:	11.66 acres
• PARTNERS:	N/A
• TOTAL PRICE:	\$1,870,000
• PRICE Negotiated/Acre:	\$160,377
• RCLPP FUNDS:	\$1,870,000
• APPRAISED VALUE:	\$1,870,000
• ZONING:	T2-Rural
• COUNCIL DISTRICT:	5 (Passiment)
• LOCATION:	100 Rawstrom Drive, Okatie SC

Project Location and Attributes:

- Property is located off Bailey Road, **adjacent to SCDNR Altamaha Heritage Trust Preserve**
- Would reduce construction immediately adjacent to HTP and facilitate county access
- Lot includes the private road for access

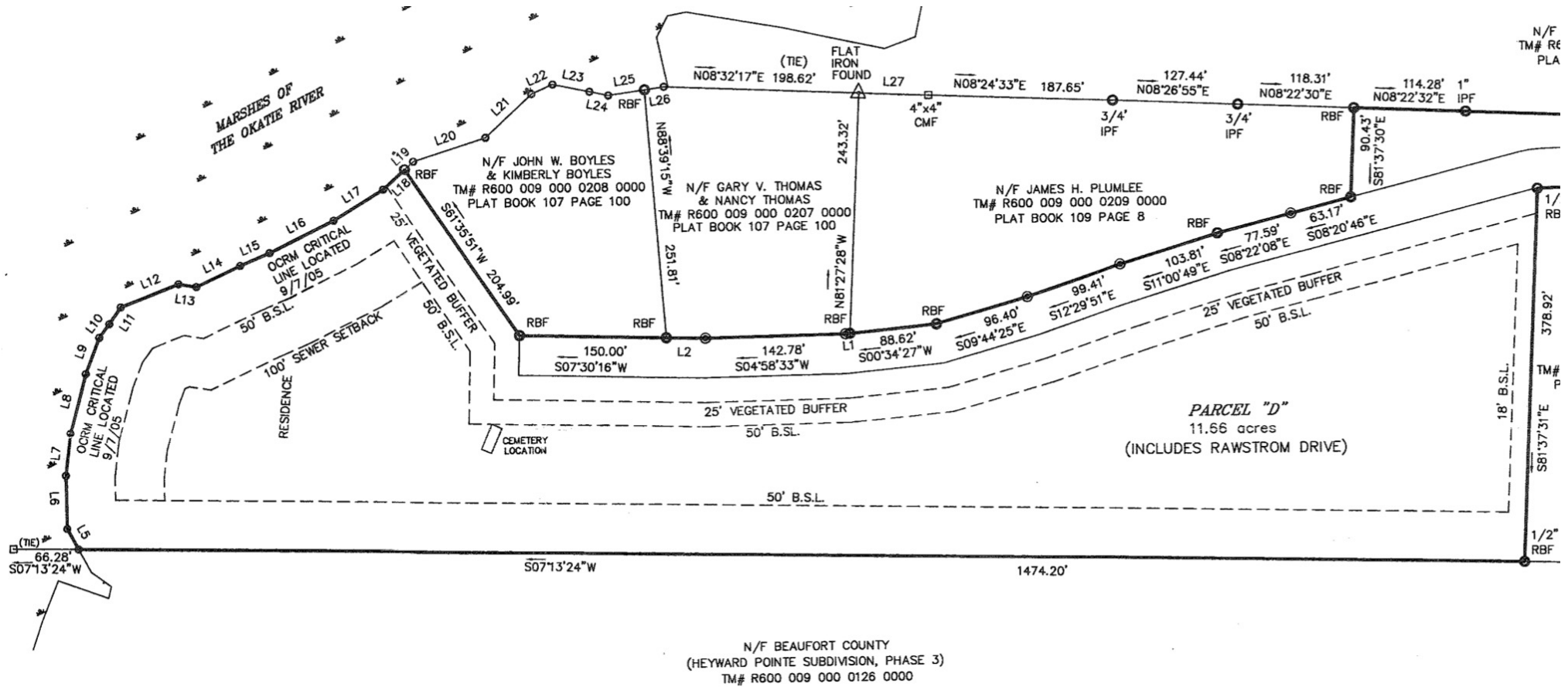
Purchase and Cost Structure:

- Fee for Passive park
- Neighboring 8.5 acres may also be available (167 Old Bailey Road)
- **Cemetery access remains (4 headstones)**



Rawstrom listing





STATE OF SOUTH CAROLINA)
)
 COUNTY OF BEAUFORT) **AGREEMENT TO SELL AND
) PURCHASE REAL PROPERTY**

THIS AGREEMENT TO SELL AND PURCHASE REAL PROPERTY ("Agreement") is made and entered into this _____ day of _____ 2024, by and between **NEW SOUTH LIVING LLC** ("Seller") and **BEAUFORT COUNTY**, a subdivision of the State of South Carolina ("Purchaser"); hereinafter collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the Parties hereto had preliminary discussions with regards to the sale and purchase of certain real property located near Beaufort in Beaufort County, South Carolina, and it is their desire to document their understandings with respect to said sale and purchase.

NOW THEREFORE, in consideration of the premises and of the mutual promises and covenants herein contained the Parties agree as follows:

1. **Real Property.** The Seller agrees to sell and the Purchaser agrees to purchase certain real property containing approximately eleven acres and sixty-six hundredths (11.66) acres with **TMS# R600 009 000 0030 0000** commonly known as "Rawstrom Road Fee" and as further described in Exhibit A attached hereto and incorporated herein by reference; hereinafter collectively referred to as the "Property".
2. **Purchase Price.** The purchase price of the Property shall be ONE MILLION EIGHT HUNDRED AND SEVENTY THOUSAND (\$1,870,000) Dollars ("Purchase Price").
3. **Conveyance of Title.** The Seller shall convey fee simple title of the Property to the County. Seller agrees to convey the Property by marketable title, free and clear of all liens and encumbrances whatsoever and those agreed upon to be assumed by Purchaser (the "Permitted Exceptions"). Purchaser shall have the responsibility to examine the title to the Property. Purchaser shall notify Seller in writing of any title defects during the Inspection Period. Seller shall have twenty (20) days from the date of such notification in which to cure such defects at its own expense or to decline to cure such defects noted by Purchaser. Seller shall notify Purchaser in writing of Seller's election to cure or decline to cure such defects noted by Purchaser within ten (10) days of receipt of Purchaser's notice. Purchaser shall then have five (5) days from the date of Seller's notice within which to notify Seller of Purchaser's termination of this Agreement for lack of sufficient cure to such defects. Absent Seller's receipt of notice from Purchaser within said five (5) day period, all of Purchaser's outstanding defects shall be deemed Permitted Exceptions, and the Closing shall be held on or before the date provided for Closing in this Agreement.
4. **Survey.** Purchaser engaged TGS land surveyors, licensed in South Carolina, to prepare an update to boundary survey of the Property (the "Survey"), which shall be certified to Purchaser and the title insurers.
5. **Inspection.** Purchaser hereby acknowledges and agrees that Purchaser has or will thoroughly inspect and examine the Property prior to closing. Purchaser is responsible for obtaining inspection reports from qualified professionals to assess the Property.

a) **Inspection Period.** Purchaser may cancel this Agreement at any time prior to November 31, 2024 (the “Inspection Period”). Purchaser shall notify Seller in writing of its desire to cancel this Agreement. This Agreement shall be cancelled immediately upon Seller’s receipt of written cancellation notice, and neither party shall have any further obligations hereunder.

b) **Right of Access for Inspection.** Purchaser and/or its agents shall have the privilege of going upon the Property at any time during the existence of this Agreement to inspect, examine, survey and to make test borings, soil boring tests and any other tests which the Purchaser may deem necessary, at Purchaser’s expense. Purchaser assumes all responsibility for the acts of itself, its agents or representatives in exercising its rights under Agreement.

6. **Closing.** The Closing occurs when Purchaser transfers the Purchase Price to Seller and Seller conveys title of the Property to Purchaser.

a) **Closing.** The Closing shall occur on or before December 31, 2024 (“Closing Date”) at the office of Purchaser’s attorney, or on such other date, place and/or time as the Parties may mutually agree.

b) **Closing Costs and Prorations.** All current real estate taxes, assessments, dues and other proratable items, if any, shall be apportioned pro rata on a per diem basis as of the Closing Date. All taxes for any years prior to 2024 shall be the responsibility of the Seller. Seller shall be responsible for paying the South Carolina recording fee (formerly referred to as documentary stamps), transfer tax to be affixed to the deed and related transfer documents, if any such fee or tax be applicable to this transaction. Purchaser shall be responsible for any other fees for recording the deed and for any of its financing costs. Each party shall be responsible for its own legal fees.

7. **Brokerage Fees.** Seller represents that the Property is not subject to a listing contract with any real estate broker. The Parties agree to indemnify and hold each other harmless from any claim of commission by others arising by, through or on account of the acts of the Parties.

8. **Seller's Delivery of Documentation.** Seller shall deliver to Purchaser at or before the Closing Date (at such times as Purchaser may reasonably request) a Limited Warranty Deed, the delivery and accuracy of which shall be a condition to Purchaser's obligation to consummate the purchase and sale herein contemplated.

9. **Conditions Precedent.** Notwithstanding anything to the contrary stated herein, the obligations of Purchaser to purchase the property are expressly made subject to the Seller’s representation that as of the Closing Date the warranties and representations of Seller shall be true and correct. The foregoing conditions are for the sole benefit of and may be waived by Purchaser by written notice to Seller.

10. **Default.** If Purchaser or Seller fails to perform any provision of this Agreement, the other party may elect to seek any remedy provided in equity (but not at law for money damages) as a result of such failure to perform, including an action for specific performance of Seller’s obligations under this Agreement, or terminate this Agreement with a written notice. If terminated, both Parties agree to cooperatively pursue their obligations set forth herein in good faith.

11. **Notices.** Any notice, communication, request, approval or consent which may be given or is required to be given under the terms of this Agreement shall be in writing and shall be transmitted (1) via hand delivery or express overnight delivery service to the Seller or the Purchaser, (2) via facsimile with

the original to follow via hand delivery or overnight delivery service, or (3) via e-mail, provided that the sending party can show proof of delivery, as the case may be, at the addresses/numbers set forth below:

TO PURCHASER:

Beaufort County
Attn: Amanda Flake
Post Office Drawer 1228
Beaufort, SC 29901-1228
E-mail: aflake@bcgov.net
(843) 255-2140

Copy to:

Beaufort County
Post Office Box 1228
Beaufort, SC 29901
Attn: Brittany Ward, County Attorney
Email: bward@bcgov.net
(843) 255-2025

Thomas A. Bendle, Jr.
Howell, Gibson and Hughes PA
Post Office Box 40
Beaufort, SC 29901
(843) 522-2400
Email: tbendle@hghpa.com

TO SELLER:

New South Living LLC

12. **Assignment by Purchaser.** Purchaser shall have the right to assign this Agreement to a related entity by giving Seller notice of such assignment (which shall include the name and address of the Assignee) together with an executed counterpart of the assignment wherein such Assignee assumes the performance of all of the terms and conditions of this Agreement on the part of the Purchaser to be performed.

13. **Condemnation.** In the event that at the time of Closing all or any part of the Property is acquired, or is about to be acquired, by authority of any governmental agency in the exercise of its power of eminent domain or by private purchase in lieu thereof (or in the event that at such time there is any threat or imminence of any such acquisition by any such governmental agency), Purchaser shall have the right, at its option, to terminate this Agreement, or to purchase only so much of the Property not condemned or under threat of condemnation, in which event the purchase price and terms shall be adjusted accordingly.

14. **No Joint Venture.** It is understood and agreed between the Parties hereto that this is an agreement for the sale of real estate and is in no way to be considered a joint venture between the Parties. It is further understood and agreed that Purchaser is assuming no liabilities, whether fixed or contingent, of Seller, and that this is a purchase of real estate assets.

15. **Entire Agreement.** This Agreement incorporates any and all prior agreements, covenants, and understandings between the Parties hereto concerning the subject matter hereof, and all such covenants, agreements and understandings have been merged into this agreement. No prior agreement or understandings, verbal or otherwise, of the Parties or their agent shall be valid or enforceable unless embodied in this Agreement.

16. **Counterparts.** This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

17. **Severability.** If any portion of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

18. **Amendment.** This Agreement cannot be amended orally or by a single party. No amendment or change to this Agreement shall be valid unless in writing and signed by both Parties to this Agreement.

19. **Authority.** Each individual and entity executing this Agreement hereby represents and warrants that he, she or its has the capacity set forth on the signature pages hereof with full power and authority to bind the party on whose behalf he, she or it is executing this Agreement to terms hereof.

20. **Governing Law.** The laws of the State of South Carolina shall govern the interpretation, validity, performance and enforcement of this Agreement, and, of any personal guarantees given in connection with this Agreement.

21. **Time is of the Essence.** The time and dates specified in this Agreement shall be enforced; however, the time and dates may be modified for reasonable cause when both Parties agree in writing to a reasonable extension.

IN WITNESS WHEREOF, and in acknowledgement that the Parties hereto have read and understood each and every provision hereof, the Parties have caused this Agreement to be executed on the date first written above.

WITNESSES:

PURCHASER:

Michael Moore
Beaufort County Administrator

WITNESSES:

SELLER:

By: _____
Its: _____

Exhibit A

PROPERTY DESCRIPTION

Beaufort County Tax Map: **TMS# R600 009 000 0030 0000**



BEAUFORT COUNTY COUNCIL AGENDA ITEM SUMMARY

Item 10.

ITEM TITLE:
RECOMMEND APPROVAL TO UNDERTAKE DUE DILIGENCE AND DISCUSSION/NEGOTIATIONS FOR THE PROPOSED FEE SIMPLE PURCHASE OF REAL PROPERTY KNOWN AS NORTH WIDGEON
MEETING NAME AND DATE:
Community Services and Land Use Committee, October 14, 2024
PRESENTER INFORMATION:
Amanda Flake, Natural Resource Planner
ITEM BACKGROUND:
Rural and Critical Land Preservation Board recommended approval for due diligence on 9/12/24
PROJECT / ITEM NARRATIVE:
North Widgeon is recommended for due diligence. Purchase would protect 23 acres adjacent to Widgeon Point Passive Park and protect public enjoyment of the Park. This would consume the remaining funding from the Rural and Critical Preservation Program. This project is anticipated to require other grant funds and OLT staff intends to apply to the Conservation Bank and Beaufort County Greenspace Program.
FISCAL IMPACT:
\$10,000-due diligence fees for Appraisal for 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 due diligence for North Widgeon Motion to modify due diligence for North Widgeon Motion to reject due diligence for North Widgeon

Danny Henderson

From: Kate Schaefer <kate@openlandtrust.org>
Sent: Friday, September 13, 2024 11:46 AM
To: Danny Henderson
Cc: Caylor Romines
Subject: Appraisal for Widgeon Point
Attachments: RCLP application N Widgeon.pdf

Caution: This email came from outside the ParkerLaw network. Use caution when clicking on links and attachments.

Hi Danny,

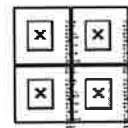
Caylor said you all spoke yesterday and that you are willing to entertain an appraisal with intent to reach a purchase price for your property near Widgeon Point. I understand you are one of three parties with ownership here but the Rural and Critical Lands Preservation Program is interested in purchasing the property. The first step, before I can order an appraisal, is to complete the attached application. I filled it in to the best of my ability but would appreciate your looking at the blanks.

Thank you for your consideration!
 Kate

Please note our new email addresses.



Kate Schaefer
 Director of Land Protection
 Cell: 843.513.7311
 Office: 843.521.2175
Kate@OpenLandTrust.org



The Open Land Trust protects significant ecological and cultural places that define the natural landscape while contributing to the health and spirit of the extraordinary Lowcountry region.



Beaufort County Rural and Critical Land Preservation Program Application

GENERAL INFORMATION

APPLICANT'S NAME: Daniel Henderson

ADDRESS: P.O. Box 2500 Ridgeland SC 29936
CITY STATE ZIP CODE

EMAIL: dhenderson@parkerfamilygroupsc.com

PROPERTY OWNER'S NAME: Daniel Henderson, Parker Family LP, Peters

ADDRESS: Okatie Highway Beaufort SC 29909
CITY STATE ZIP CODE

PHONE: 843-726-2827 843-547-8011
CELL: HOME: WORK:

EMAIL:

PROPERTY INFORMATION

PROPERTY DIRECTIONS: if driving from Bluffton, property gate is after

Widgeon Pt Park on the right; if driving from Beaufort, property is immediately
 PROPERTY CONDITIONS: before Widgeon Point Park on the left.

Property is platted into lots but undeveloped - maritime forest + forest canopy.

PROPERTY TAX MAP #: R600 007 000 0011 0000 ADDRESS: Okatie Hwy 29909

ZONING DISTRICT: T1 NP PARCEL SIZE: 23 acres as advertised

USE OF PROPERTY: platted but undeveloped

R600 007 000 001A 0000	R600 007 000 0008 0000
R600 007 000 0010 0000	R600 007 000 0007 0000
R600 007 000 0009 0000	R600 007 000 0006 0000
	R600 007 000 0005 0000

OWNER'S PRICE EXPECTATION: appraisal needed

PURCHASE ARRANGEMENT: (Circle one)

PDR

FEE

PLAT: Please provide the most recent version of the deeded survey of the property as an attachment to this application.

I CERTIFY THAT ALL INFORMATION PRESENTED BY ME IN THIS APPLICATION IS ACCURATE TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BENEFIT:

APPLICANT

DATE

I (WE) CERTIFY THAT I (WE) ARE THE OWNERS OF THE PROPERTY NAMED IN THIS APPLICATION AND FURTHER THAT I (WE) DESIGNATE THE PERSON SIGNING AS APPLICANT TO REPRESENT ME (US) IN THIS APPLICATION.

PROPERTY OWNER (S)

DATE

**ATTACH OWNER'S NOTARIZED WRITTEN AUTHORIZATION IF OWNER'S SIGNATURE CANNOT BE OBTAINED.*

DATE ACCEPTED:

RECEIVED BY:

OFFICE USE ONLY

ACCEPTED BY:

BEAUFORT COUNTY OFFICIAL/CONTRACTOR

DATE

PROPOSED RCLP BOARD MEETING DATE: _____

PROPOSED NATURAL RESOURCES COMMITTEE MEETING DATE: _____

**DISCLAIMER: THIS DOES NOT GUARANTEE FAVORABLE ACTION BY BEAUFORT COUNTY AND THE PROCESS MAY TAKE UP TO ONE YEAR TO COMPLETE.*





Item 10.



NORTH WIDGEON